City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, October 17, 2023

5:30 PM

City Hall Room 219

City Council Members

Vacant Ward 1
Council Member 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 Holly Hertzberg Ward 4

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. **WEBINAR: 848 4474 0074**
   PUBLIC REGISTRATION LINK:
   HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_M4B2R2H6TTCMJ6501SJ7GG

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 OCTOBER 3, 2023 CITY COUNCIL MEETING MINUTES:

(2023-566)

A.2. NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (MEMBERSHIP RENEWAL):

A RESOLUTION TO AUTHORIZE THE CITY'S CONTINUED MEMBERSHIP IN THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION THROUGH 2028 AND TO APPROVE THE PAYMENT OF MEMBERSHIP DUES FOR 2024 IN THE AMOUNT OF $79,856.65 (2023-1127)

A.3. DRIVERS SELECT (SERVICE CONTRACT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH DRIVERS SELECT, INC. FOR CDL DRIVERS ON AN AS-NEEDED BASIS THROUGH DECEMBER 15, 2025 (2023-1131)

A.4. HIRING NWA (SERVICE CONTRACT):

A RESOLUTION TO WAIVE THE REQUIREMENTS OF COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HIRING NWA, LLC FOR CDL DRIVERS ON AN AS-NEEDED BASIS THROUGH DECEMBER 15, 2025 (2023-1139)

A.5. CROSSLAND HEAVY CONTRACTORS, INC. (BA CORRECTION):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT FOR THE MIDTOWN CORRIDOR PROJECT PHASE TWO - 2019 TRAILS BOND PROJECT (2023-1170)

A.6. BENCHMARK CONSTRUCTION OF NWA, INC. (CHANGE ORDER NO. 4):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 4 WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $23,351.20 FOR WORK ASSOCIATED WITH THE NELSON HACKETT BOULEVARD IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1089)

A.7. INGRAM MICRO, INC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A THREE YEAR RENEWAL OF THE CITY'S NUTANIX SERVER SOFTWARE LICENSE FOR THE NOLAND AND WEST SIDE WATER RESOURCE RECOVERY FACILITIES WITH INGRAM MICRO INC. FOR THE TOTAL AMOUNT OF $63,732.11 PLUS APPLICABLE TAXES, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1088)

A.8. MCCLELLAND CONSULTING ENGINEERS, INC. (AMENDMENT NO. 3):

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE TOTAL AMOUNT OF $1,446,340.00 FOR FINAL ENGINEERING DESIGN FOR THE WEST CORRIDOR WATER TRANSMISSION LINE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1133)

A.9. SIDE PATH ON WEDINGTON DRIVE (ARDOT COST SHARE):

A RESOLUTION TO APPROVE A PAYMENT TO THE ARKANSAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF $45,437.00 TO CONSTRUCT A 10 FOOT WIDE SHARED USE PAVED TRAIL ALONG THE NORTH SIDE OF WEDINGTON DRIVE FROM STEAMBOAT DRIVE TO SALEM ROAD, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $25,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1128)

A.10. PLAYCORE WISCONSIN, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF BATTING CAGES FOR THE GARY HAMPTON SOFTBALL COMPLEX FROM PLAYCORE WISCONSIN, INC. D/B/A GAMETIME IN THE AMOUNT OF $168,727.72, PURSUANT TO AN OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $8,440.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1140)

A.11. TITAN LAWN & LANDSCAPE, LLC (CONTRACT AMENDMENT NO. 2):

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT

WITH TITAN LAWN AND LANDSCAPE, LLC TO INCREASE PAYMENTS FOR THE 2024 RENEWAL PERIOD BY 4.5%, AND TO INCREASE PAYMENTS FOR FUTURE ANNUAL RENEWALS BY 3% (2023-1167)

A.12. EVANS CONSTRUCTION AND REMODELING, LLC (CHANGE ORDER #1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF $8,775.00 FOR ADDITIONAL CONSTRUCTION ASSOCIATED WITH THE WILSON PARK HISTORIC STRUCTURES ROOFING PROJECT (2023-1142)

A.13. 911 EQUIPMENT LEASE WITH WASHINGTON COUNTY (RESOLUTION):

A RESOLUTION TO APPROVE A PAYMENT TO WASHINGTON COUNTY FOR REIMBURSEMENT OF COSTS FOR LEASED 911 EQUIPMENT IN THE AMOUNT OF $220,000.00 AND MAINTENANCE COSTS OF UP TO $99,000.00 (2023-1130)

A.14. JUSTICE ASSISTANCE GRANT (GRANT AWARD):

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2023 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION GRANT AWARD IN THE AMOUNT OF $85,805.00 TO PROVIDE FUNDING FOR LAW ENFORCEMENT TRAINING, EQUIPMENT, AND SUPPLIES, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1135)

B. UNFINISHED BUSINESS

B.1. RAZE AND REMOVAL OF STRUCTURE AT 2860 E. WYMAN RD:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY LEROY H. SCHARFENBERG LOCATED AT 2860 EAST WYMAN ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $17,800.00 (2022-191)

FOR ITEM HISTORY FROM 07/05/2022 THROUGH 06/20/2023 CONTACT THE CITY CLERK'S OFFICE.

AT THE 06/20/2023 CITY COUNCIL MEETING THIS ITEM WAS TABLED UNTIL THE 10/17/2023 CITY COUNCIL MEETING.

B.2. MISTY SIMPSON (WATER DAMAGE CLAIM):

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF $50,000.00 TO MISTY SIMPSON FOR A WATER DAMAGE CLAIM ARISING AT 2425 EAST SHARON STREET (2023-962)

AT THE 08/15/23 CITY COUNCIL MEETING THIS ITEM WAS TABLED TO THE 10/17/23 CITY COUNCIL MEETING.

B.3. 2024 MILLAGE LEVY (ORDINANCE):

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2023 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS (2023-1123)

AT THE OCTOBER 3, 2023 CITY COUNCIL MEETING, THIS ITEM WAS LEFT ON THE FIRST READING.

C. NEW BUSINESS

C.1. PARTI INVESTMENTS, LLC (CONDEMNATION):

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY PARTI INVESTMENTS, LLC NEEDED FOR THE HIGHWAY 71B CORRIDOR PROJECT (2023-1141)

C.2. WEST WATER TRANSMISSION MAIN (CONDEMNATIONS):

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY INDIVIDUALS NEEDED FOR THE WEST TRANSMISSION WATER MAIN PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1168)

C.3. DEPUTY CLERK - COMMUNICATIONS (FTE-1):

A RESOLUTION TO AUTHORIZE A FULL-TIME POSITION (FTE-1) - DEPUTY CLERK - COMMUNICATIONS POSITION, IN THE CITY CLERK TREASURER'S OFFICE (2023-1137)

C.4. FAYETTEVILLE YOUTH ADVISORY COUNCIL (ORDINANCE):

AN ORDINANCE TO ENACT ARTICLE XXVI FAYETTEVILLE YOUTH ADVISORY COUNCIL IN §33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE (2023-1134)

C.5. REINDL PROPERTIES, INC. (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REAL ESTATE

PURCHASE CONTRACT WITH REINDL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 0.5 ACRES OF CITY PROPERTY IN THE SOUTH END OF THE CIVIC PLAZA FOR THE AMOUNT OF $1,247,455.00 (2023-1171)

C.6. VACATION-2023-0010: (33 E. 4TH ST./BERQUIST, 523):

AN ORDINANCE TO APPROVE VAC 23-010 FOR PROPERTY LOCATED AT 33 EAST 4TH STREET IN WARD 1 TO VACATE A 0.19 ACRE PORTION OF UTILITY EASEMENT (2023-1169)

C.7. VACATION-2023-0008: (4089 N. SHILOH DR/CLAUDE SHILOH LLC, 135):

AN ORDINANCE TO APPROVE VAC 23-008 FOR PROPERTY LOCATED AT 4089 NORTH SHILOH DRIVE IN WARD 3 TO VACATE THREE UTILITY EASEMENTS TOTALING 0.36 ACRES (2023-1164)

C.8. VACATION-2023-0009: (280 E 12TH STREET/FHA DEVELOPMENT, 563):

AN ORDINANCE TO APPROVE VAC 23-009 FOR PROPERTY LOCATED AT 280 EAST 12TH STREET IN WARD 1 TO VACATE A PORTION OF ALLEY RIGHT-OF-WAY (2023-1158)

C.9. REZONING-2023-0025: (524 S. WILLOW AVE./BWB WILLOW LLC, 524):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-025 FOR APPROXIMATELY 0.22 ACRES LOCATED AT 524 SOUTH WILLOW AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL (2023-1138)

C.10. APPEAL - CUP-2023-0096: (426 N. OLIVER AVE/HOGTAILING HOLDINGS LLC, 482):

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, SARAH BUNCH, AND D'ANDRE JONES AND APPROVE A CONDITIONAL USE PERMIT CUP 2023-0096 FOR A SHORT-TERM RENTAL AT 426 NORTH OLIVER AVENUE (2023-1132)

C.11. ARPA RFP 23-12 RECIPIENT SELECTION (RESOLUTION):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A SUBRECIPIENT AGREEMENT WITH _____, PURSUANT TO RFP 23-12, IN THE AMOUNT OF _____, FOR A PROJECT TO ADDRESS HOUSING INSTABILITY IN FAYETTEVILLE (2023-1176)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. RFP 23-12, INTERVIEWS - STEVEN DOTSON, BECCI SISSON, ALLISON QUINLAN

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. 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, 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: Speakers shall be limited to a maximum of five (5) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak 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 five (5) 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.

Interpreters or Telecommunications Devise 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.

All cell phones must be silenced and may not be used within the City Council Chambers.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1127

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Jonathan Curth, Development Services Director

FROM: Becca Bertram, Ops & Customer Relations Mgr

DATE:

SUBJECT: **Northwest Arkansas Regional Planning Commission Membership**

RECOMMENDATION:
Staff recommends approval of a membership with the Northwest Arkansas Regional Planning Commission for each year from 2024 through 2028.

BACKGROUND:
The Northwest Arkansas Regional Planning Commission provides a wide range of planning, administrative, and technical services to member governments. Membership also enables eligibility for federal aid distributed to member jurisdictions in Washington and Benton counties for transportation projects of regional significance.

DISCUSSION:
The City of Fayetteville's participation and representation in regional affairs is critical to the future of Northwest Arkansas. Per the attached memo, approximately $117 million has been awarded for projects, and $24,925,692 of that amount has been specifically awarded to Fayetteville since 2013. In addition to federal aid eligibility, membership with the Northwest Arkansas Regional Planning Commission provides the City an avenue for regional dialogue and cooperation.

BUDGET/STAFF IMPACT:
The membership fee for 2024 is $79,856.65. At the August 23, 2023 RPC/Policy Committee meeting, the Board approved a new fee structure, changing the rate from $0.70 per capita to $0.85 per capita for the ten largest jurisdictions with a population of 9,000 and greater; and continued the higher $1/capita rate for the 25 smaller jurisdictions with populations below 9,000. This money has been budgeted in the General Fund.

ATTACHMENTS: SRF (#3), NWARPC Membership Memo (#4)

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

File #: 2023-1127

Northwest Arkansas Regional Planning Commission Membership

A RESOLUTION TO AUTHORIZE THE CITY'S CONTINUED MEMBERSHIP IN THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION THROUGH 2028 AND TO APPROVE THE PAYMENT OF MEMBERSHIP DUES FOR 2024 IN THE AMOUNT OF $79,856.65

WHEREAS, at the August 23, 2023 Regional Planning Commission Policy Committee meeting, the Board approved a new fee structure, changing the rate from $.70 per capita to $.85 per capita.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City's continued membership in the Northwest Arkansas Regional Planning Commission through 2028 and further approves the payment of membership dues for 2023 in the amount of $79,856.65 based on a fee structure of $0.85 per capita.

City of Fayetteville Staff Review Form

2023-1127

Item ID

10/17/2023

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

Becca Bertram	9/19/2023	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a membership with the Northwest Arkansas Regional Planning Commission to support the operation of the agency.

Budget Impact:

1010.090.6600-5735.00	General
Account Number	Fund
40901.4008	
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	79,856.65
		Expenses (Actual+Encum)	$	-
		Available Budget	$	79,856.65
Does item have a direct cost?	Yes	Item Cost	$	79,856.65
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:

NWA Regional Planning Commission

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

(479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

RECEIVED
SEP 01 2023
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

August 29, 2023

Mayor Lioneld Jordan
City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Re: 2024 Budget Request

Dear Mayor Jordan:

In anticipation of the Northwest Arkansas Regional Planning Commission's next year's budget and operations, NWARPC respectfully requests that **$79,856.65** be appropriated in the 2024 Fayetteville budget as the City's contribution toward the 2024 operation of the agency.

At the August 23, 2023 RPC/Policy Committee meeting, the Board approved a new fee structure, changing the rate from $0.70 per capita to $0.85 per capita for the ten largest jurisdictions with a population of 9,000 and greater; and continued the higher $1/capita rate for the 25 smaller jurisdictions with populations below 9,000. The funds help us to meet expanded federal planning requirements necessary for cities and counties to qualify for federal transportation funding; and to maintain the level of services we have been providing for our members.

The Commission continues to provide a vital forum for regional dialogue and cooperation, along with a wide range of planning, administrative, and technical services to our member governments. NWARPC is the designated Metropolitan Planning Organization (MPO) and Transportation Management Area (TMA) for the region. These designations increase the federally required transportation planning and programming of millions of dollars to deliver federal-aid projects to our region.

As the designated MPO/TMA, NWARPC is responsible for the award of over $14 million annually to member jurisdictions in Washington and Benton Counties. Since 2013, approximately $117 million has been awarded for projects and **$24,925,692** of that amount has been specifically awarded to Fayetteville. Serving as the Federal Transit Administration (FTA) Designated Recipient, NWARPC is also responsible for transit planning in the two-county area, and for determining the award split (approx. $3.75 million) of FTA funding annually to Ozark Regional Transit Authority (ORT) and Razorback Transit.

Fayetteville's participation and representation in regional affairs is critical to the future of Northwest Arkansas—particularly as the region continues to grow and expand. Consideration of your continued membership would be appreciated. Should any questions arise, or should additional information or assistance be required, please advise.

Sincerely,

Tim Conklin
Executive Director

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1131

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

DATE:

SUBJECT: **Driver Select - Temporary Employment Service**

RECOMMENDATION:
Staff recommends waiving competitive bidding to authorize a contract with Drivers Select for hiring Commercial Drivers License (CDL) drivers for various City Divisions and Departments.

BACKGROUND:
In 2020 the City of Fayetteville issued RFP 20-10 to solicit for temporary staffing services. Proposals were received from and contracts were authorized with Tech Staffing Services and 1st Employment but neither company offers temporary CDL Drivers. Contracts with Tech Staffing Service and 1st Employment run through December 15, 2025.

DISCUSSION:
Due to an ongoing shortage of CDL drivers, staff sought additional proposals from temporary staffing companies that specialize in CDL drivers. The City's current temporary staffing service providers stated that they would not provide licensed CDL drivers, and the City is offering agreements to both firms in northwest Arkansas that provide the temporary staffing of CDL drivers. Competitively soliciting proposals for temporary CDL drivers is not feasible at this time due to the necessity for continuity of operations. Drivers Select specialized in temporary staffing, including CDL drivers in Northwest Arkansas. The term of the agreement with Drivers Select would run through December 15, 2025 to coincide with the other temporary staffing agreements.

BUDGET/STAFF IMPACT:
Various City Divisions and Departments have budget allocated for temporary staffing.

ATTACHMENTS: SRF (#3), Drivers Select, Inc. City of Fayetteville Contract (#4)

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

File #: 2023-1131

Driver Select - Temporary Employment Service

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH DRIVERS SELECT, INC. FOR CDL DRIVERS ON AN AS-NEEDED BASIS THROUGH DECEMBER 15, 2025

WHEREAS, in 2020, the City issued RFP 20-10 to solicit temporary staffing services and entered into contracts with TEC Staffing Service and 1st Employment through December 15, 2025; and

WHEREAS, due to an ongoing shortage of CDL drivers, staff sought additional proposals from temporary staffing companies that specialize in CDL drivers; and

WHEREAS, the City's current temporary staffing service providers stated that they would not provide licensed CDL drivers and competitively soliciting proposals for temporary CDL drivers is not feasible at this time due to the necessity for continuity of operations; and

WHEREAS, staff recommends contracting with both firms in northwest Arkansas that provide the temporary staffing of CDL drivers, including Drivers Select.

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 Jordan to execute the contract attached to this Resolution with Drivers Select, Inc. to provide temporary CDL drivers on an as-needed basis through December 15, 2025.

City of Fayetteville Staff Review Form

2023-1131

Item ID

10/17/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Peter Nierengarten	9/25/2023	SUSTAINABILITY/RESILIENCE (631)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends waiving competitive bidding to authorize a contract with Drivers Select for hiring Commercial Drivers License (CDL) drivers for various City Divisions and Departments

Budget Impact:

5500.750.5000-5130.00	Recycling & Trash Collections
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	61,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**61,000.00**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**61,000.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Please complete Parts 1 through 3 Inclusive

-Drivers Select, Inc.
SERVICE AGREEMENT

PART I: Customer Information

CUSTOMER'S LEGAL BUSINESS NAME -IS CUSTOMER A DIVISION OR SUBSIDARY? _____YES _____NO IF YES, SHOW PARENT CORPORATION TO THE RIGHT	**LEGAL STATUS:** CORP_____ OTHER_____ STATE_____ DBA_____ PARENT CORPORATION:
NAME: City of Fayetteville	NAME:
ADDRESS: 1560 S Happy Hollow Rd.	ADDRESS:
CITY/STATE/ZIP: Fayetteville, AR 72701	CITY/STATE/ZIP:
PHONE: FAX: 479-575-8272	EMAIL:
BILLING ADDRESS: 113 W Mountain St.	PHONE: FAX:
CITY/STATE/ZIP: Fayetteville, AR 72701	OFFICE DISPATCH CONTACT: Peter Nierengarten
BILLING CONTACT: Peter Nierengarten	DISPATCH CONTACT: CELL: HOME:
PHONE: FAX: Cell: 479-601-7834	DISPATCH CONTACT AFTER HOURS: CELL: HOME:
TIME TICKET APPROVAL CONTACT: Peter Nierengarten	EMERGENCY CONTACT AFTER HOURS: CELL: HOME:
PHONE: FAX: Cell: 479-601-7834	WORK COMP CODE:
EMAIL: pnierengaten@fayetteville-ar.gov	INVOICE RECEIPT? FAX_____ EMAIL xxxx
NCCI#:	FAX # OR EMAIL ADDRESS: pnierengarten@fayetteville-ar.gov

PART II: Service Compensation

All of Drivers Select, Inc. rates provide the driver's wages, Workers Compensation Insurance and all employee related taxes. The following rates, costs, and conditions will remain in effect until further notice. In addition to the agreed upon bill rates, an EHS (Employee Healthcare Surcharge) of 1.5% will be added to all Customer invoices.

HOURLY PAY/BILL RATE

	PAY	BILL
CDL CLASS A DRIVER		1.64%
CDL CLASS A OVERTIME		
CDL CLASS B DRIVER		1.64%
CDL CLASS B OVERTIME		
SPECIALIZED		

MILEAGE PAY/BILL RATE

	Single		Team	
	PAY	BILL	PAY	BILL
CDL CLASS A DRIVER	N/A			
CDL CLASS B DRIVER				
Optional On-Call Daily Pay				
Stops				
Drop/Hook				

Per Diem with Sleeper N/A _____ Per Diem without Sleeper N/A _____ Travel Allowance N/A _____

Available for Hire After 640 Hours Worked (OR 30,500 miles if paid by mileage) within 6 months of original assignment. If paid mileage, a single driver will be paid hourly if they are under 350 miles in a 24 hour period; team drivers will be paid hourly if they are under 700 miles in a 24 hour period.

Comments: This agreement covers the City of Fayetteville and includes all City Departments. The markup for all drivers is 1.64%. The pay rate for drivers may very depending on assignment. Driver pay rates will be set by the City.

The term of this agreement will be through Dec 15, 2025

Initials:_____

Revised 10/21/20

PART II cont'd:

Drivers working under the mileage rate will be paid hourly for the following conditions:

- Delivery time in excess of two (2) hours, driver will be paid hourly until delivery has been completed.
- Layover time in excess of fourteen (14) hours, driver will be paid hourly until driving again, with a max. of ten (10) hours in a 24-hour period
- There is a four (4) hour minimum charge for each driver each day they are asked to report for work. Cancellation must be received one (1) hour prior to driver reporting time or customer agrees to pay four (4) hour minimum charge at agreed upon hourly rate on Page 1 of this service agreement

Drivers working under the hourly rate will be paid hourly for the following conditions:

- There is a four (4) hour minimum charge for each driver each day they are asked to report for work. Cancellation must be received one (1) hour prior to driver reporting time or customer agrees to pay four (4) hour minimum.
- When a driver is used in excess of forty hours in a given week, a rate of one and one half times the quoted rate will apply. Drivers may be hired on a full time basis after the prescribed number of working days are paid for or after paying a predetermined fee.
- Customer agrees that any and all driver assignment orders to DSI will be subject to the terms and conditions listed on page 2 and 3 of this agreement.

Temporary to full-time: If a customer elects to hire a temp driver from DSI before said temp driver has provided any service to customer, the customer may do so by paying a hire fee of $3900.00. If customer elects to hire any temp driver assigned to them before that temp driver has provided 640 hours of service to customer, customer shall pay DSI a prorated portion of the aforementioned $3900.00. This will be calculated at a rate of $6.09 per hour for the remainder of the 640 hours. Drivers may not be hired by Customer until any and all invoices are paid in full.

PART III: General Considerations

Drivers Select, Inc. (DSI), an Arkansas Corporation, is the service provider. "Customer" represents the Corporation, entity or person requesting the service. "Driver" is an individual selected by the Customer. "Assign" means to report to the Customer location. "Duties" means the work to be performed by the driver for the Customer. "Qualified" is defined as meeting Federal and State Driver Licensing laws at the time of employment, using reasonable commercial efforts to ensure continued compliance or non-driving staff meeting the Customer's requirements. "Authorized Customer Representative" means individual(s) authorized to sign this agreement on behalf of the customer.

For the purpose of the Agreement, DSI drivers are employees of DSI during the term of the Agreement and DSI and Customer will at all times be independent contractors. Only as it relates to the specific issue of Customer's compliance with the Federal Motor Carrier Safety Regulations (49 CFR Parts 382-399), DSI is Customer's agent; and such agency includes shared ownership of DSI's random drug and alcohol testing program for CDL holders.

1. DSI undertakes to assign pre-qualified drivers to perform job tasks and duties as requested by Customer. Final selection of the driver shall be at the discretion and election of the Customer.

2. DSI will verify and maintain all driver application and employment records for the drivers as required by FMSCR-Part 391 for "Qualifications of Drivers". DSI will assure compliance with 49 CFR Part 40 for Transportation Workplace Drug and Alcohol Testing Programs (TWDAP), Office of Drug and Alcohol Policy and Compliance (ODAPC) and pre-employment drug and alcohol testing compliance in accordance with related regulations applicable to current law.

3. This Driver on assignment will be under sole direction and control of the Customer. DSI has no direct or indirect authority to control or oversee the driver once an assignment has been made to the Customer. Once again, final selection of the driver shall be at the discretion and election of the Customer.

4. DSI is not responsible for damages to any goods, vehicles, equipment, other people, cargo, or other related aspects of the job as a result of actions or omissions on the part of the Driver while under the direction and control of the Customer.

5. Customer agrees to honor the employer status of DSI and agrees not to directly or indirectly hire or engage any driver assigned or dispatched under this agreement in the terms covered above (Part II–Temporary to full-time) for a period of 1 year from the last day worked for customer. If an employee under this agreement is hired, the Customer agrees to notify DSI and pay DSI agreed placement fee.

Initials:_____

6. Customer agrees to provide DSI with a weekly tally of hours and/or miles performed by the driver, using DSI designated forms, no later than 10:00 am of the next Monday following service. Should it become necessary for DSI to affect collection of any amount due, customer agrees to pay all collection costs, interest, cost of litigation and related expenses including reasonable attorney's fees as set by the court. The undersigned agrees the courts of Fayetteville, AR, Washington County have jurisdiction over any and all lawsuits concerning this account and all objections to such jurisdiction are expressly waived.

7. This Agreement supersedes any prior understanding or oral agreements among the parties with respect thereto. The Agreement shall be binding upon and insure to the benefit of the partied hereto and their respective legal representatives, successors, transferees and assigns. This Agreement may be terminated by either party with thirty (30) days prior written notice, provided that any such termination shall not affect any rights or obligations accruing prior to the effective date of termination.

8. All payroll, the paying of weekly wages, income tax, social security tax, unemployment tax, and all Workers Compensation insurance will be maintained and administered by DSI.

9. All invoices are subject to payment terms of Due Upon Receipt.

10. Please give a detailed description of:

Customer's operations Residential & Commercial recycling pickup, as well as varies other duties and assignments set fourth by the City of Fayetteville.

DSI employee's duties to be performed: Follow all City and DOT rules and regulations. Manually load recycle materials into recycle truck, as well as varies other duties and assignments set fourth by the City of Fayetteville.

Any special requirement for the Customer (i.e. hard hats, safety vests, check in procedures) Steel toed boots or shoes, neat appearance, no obscene t-shirts. Shorts are okay. Gloves provided by the city. Dress code may vary depending on assignment.

Customer agrees that any/all orders to DSI will be subject to the terms and conditions of this Service Agreement in full.

Drivers Select, Inc.

Print Name Lisa Bohanan

Title Dispatch/Recruiting Manager

Date 09/27/2023

Signature Lisa Bohanan

Customer Name: _____

Print Name _____

Title _____

Date _____

Signature _____

Revised 10/21/20

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1139

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

DATE:

SUBJECT: **Hiring NWA – Temporary Employment Service**

RECOMMENDATION:

BACKGROUND:
In 2020 the City of Fayetteville issued RFP 20-10 to solicit temporary staffing services. Proposals were received from and contracts were authorized with Tech Staffing Services and 1st Employment, but neither company offers temporary CDL Drivers. Contracts with TEC Staffing Service and 1st Employment run through December 15, 2025.

DISCUSSION:
Due to an ongoing shortage of CDL drivers, staff sought additional proposals from temporary staffing companies that specialize in CDL drivers. The City's current temporary staffing service providers stated that they would not provide licensed CDL drivers, and the City is offering agreements to both firms in northwest Arkansas that provide the temporary staffing of CDL drivers. Competitively soliciting proposals for temporary CDL drivers is not feasible at this time due to the necessity for continuity of operations. Hiring NWA specialized in temporary staffing including CDL drivers in Northwest Arkansas. The term of the agreement with Hiring NWA would run through December 15, 2025 to coincide with the other temporary staffing agreements.

BUDGET/STAFF IMPACT:
Various City Divisions and Departments have budgets allocated for temporary staffing.

ATTACHMENTS: SRF (#3), HNWA and City of Fayetteville (#4)

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

File #: 2023-1139

Hiring NWA – Temporary Employment Service

A RESOLUTION TO WAIVE THE REQUIREMENTS OF COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HIRING NWA, LLC FOR CDL DRIVERS ON AN AS-NEEDED BASIS THROUGH DECEMBER 15, 2025

WHEREAS, in 2020, the City issued RFP 20-10 to solicit temporary staffing services and entered into contracts with TEC Staffing Service and 1st Employment through December 15, 2025; and

WHEREAS, due to an ongoing shortage of CDL drivers, staff sought additional proposals from temporary staffing companies that specialize in CDL drivers; and

WHEREAS, the City's current temporary staffing service providers stated that they would not provide licensed CDL drivers and competitively soliciting proposals for temporary CDL drivers is not feasible at this time due to the necessity for continuity of operations; and

WHEREAS, staff recommends contracting with both firms in northwest Arkansas that provide the temporary staffing of CDL drivers, including Hiring NWA, LLC.

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 competitive bidding and authorizes Mayor Jordan to sign a contract with Hiring NWA, LLC to provide temporary CDL drivers on an as-needed basis through December 15, 2025.

City of Fayetteville Staff Review Form

2023-1139

Item ID

10/17/2023

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

Peter Nierengarten	9/25/2023	SUSTAINABILITY/RESILIENCE (631)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends waiving competitive bidding to authorize a contract with Hiring NWA for hiring Commercial Drivers License (CDL) drivers for various City Divisions and Departments

Budget Impact:

5500.750.5000-5130.00	Recycling & Trash Collections
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	61,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**61,000.00**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**61,000.00**

V20221130

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

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

Original Contract Number: _____

Comments:

HIRING NWA
Staffing and Recruiting

Hiring NWA, LLC Staffing Agreement

Hiring NWA (Staffing Firm), with its principal office located at 2084 S Armstrong, Fayetteville, AR and City of Fayetteville, Arkansas principal location at 113 W Mountain St, Fayetteville, AR agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

Hiring NWA Duties and Responsibilities

1. Staffing Firm, Hiring NWA, LLC, (hereby referred to as "Hiring NWA") will:
   a. Recruit, screen, interview, hire, and assign its employees ("assigned employees") to client to perform the type of work pursuant to its written specifications and job duties under Client's supervision at specified work location.
   b. Pay Assigned Employees' wages and provide them with any benefits as eligible through Hiring NWA. Payroll will be done weekly.
   c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees and comply with any applicable legal requirements for hiring employees.
   d. Additionally, if agreed to in Exhibit A, will conduct skill testing, background checks, motor vehicle checks, drug screening.

2. Client's Duties and Responsibilities:
   a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property.
   b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Hiring NWA's express prior written approval or as strictly required by the job description provided to Hiring NWA.
   c. Provide Assigned employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.
   d. Not change Assigned Employee's job duties without Hiring NWA's express prior written approval; and
   e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make an offer or promise relating to Assigned Employee's compensation or benefits.

Payment Terms, Bill Rates, and Fees

1. CLIENT will pay Hiring NWA, LLC for its performance at the rates set forth on Exhibit A and will also pay an additional costs or fees set forth in this Agreement. Hiring NWA will invoice CLIENT for service provided under this Agreement on a weekly basis. Payment is due upon receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes Hiring NWA to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
2. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work or weekend work. Hiring NWA will charge CLIENT special rates for premium work only when an Assigned Employee's work on assignment for the CLIENT, view by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENTS's special billing rate for

premium hours will be the same multiple of the regular billing rate as Hiring NWA is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

3. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than Hiring NWA during or within 60 days after an assignment of the Assigned Employee to Client from Hiring NWA, CLIENT must pay Hiring NWA for the remainder of hours said Assigned Employee has with CLIENT's agreement with Hiring NWA.
4. In Addition to the bill rates specified in Exhibit A of this Agreement, Client will pay Hiring NWA the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that Hiring NWA is legally required to pay – such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels- until the parties agree on new bill rates.

Confidential Information

1. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to Hiring NWA because of Assigned Employees' access to such information.

Cooperation

1. The parties agree to cooperate fully and to aid the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

1. To the extent permitted by law, Hiring NWA will defend, indemnify, and hold CLIENT and its parent , subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Hiring NWA,'s breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Hiring NWA or Hiring NWA's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Miscellaneous

1. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
2. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
3. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
4. This Agreement and the exhibited attached to it contain the entire understanding between the parties and supersede all prior agreement and understandings relating to the subject matter of the Agreement.
5. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
6. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this agreement.
7. CLIENT will not transfer or assign this Agreement without Hiring NWA's written consent.
8. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of GOD, or any other causes beyond the control of the nonperforming party.

Term of Agreement

This Agreement will be in place from the first date on which both parties have executed it and run through December 15, 2025. The agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT	Hiring NWA Katie Webb
Signature	Signature Katie Webb
Printed Name	Printed Name Manager
Title	Title 9-26-23
Date	Date

Exhibit A

Our Temporary Employees are required to work 380 hours on our payroll before they are eligible to be transferred to the CLIENT's payroll as a full-time employee. If a CLIENT would like to roll over an employee to their payroll prior to completing the 380 hours, CLIENT will pay Hiring NWA the remaining number of hours less the number of hours worked times the difference between the bill rate and pay rate.

Rate Schedule For Full-Service Recruiting (example bill rates change as pay rate changes)

Hourly Pay Rate General Labor / Drivers	Hourly Bill Rate /Mark-Up
$18-$25/hr	$25.20-$35.00 /hr / 40%

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1170

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

DATE:

SUBJECT: **Approval of a Budget Adjustment for the Midtown Corridor Project Phase 2**

RECOMMENDATION:
Staff recommends approval of budget adjustment for the Midtown Corridor Project Phase 2.

BACKGROUND:
The Midtown Corridor is a project in the 2019 Transportation Bond Program and includes several different components. The corridor is 2.3 miles in length and runs in an east-west direction through a flat part of the middle of the city from I-49 at Porter to College Avenue at Poplar Street. The project includes vehicular improvements along Stephen Carr Blvd. and Deane Street from the interstate to Garland Avenue the project includes street improvements with new turn lanes and drainage as well as separated pedestrian and bicycle facilities. The street, drainage pedestrian, and bicycle improvements will continue along Sycamore Street from Garland Avenue to the Razorback Greenway. From the Greenway to College Avenue, the project will include multi-use trail construction along the Poplar Street alignment. Finally, a connection to the south from Poplar Street to Gregory Park was included in the design.

The first phase of this corridor included the improvements to Stephen Carr Blvd. and Deane Street from I-49 to the east side of the new fire station. Construction is complete for this phase.

In August of 2022, the City Council approved a contract with Crossland Heavy Contractors, Inc. to provide construction manager at risk pre-bidding services for the second phase of this project. This phase includes the remainder of the overall project scope.

On September 19, 2023, the City Council approved a change order to the contract with Crossland Heavy Contractors as well as a budget adjustment. The change order was for the construction phase of the contract.

DISCUSSION:
The budget adjustment approved along with the construction change order included the entire Guaranteed Maximum Price for the construction of the project plus the contingency to be funded from the Transportation Bond Fund. This budget adjustment was intended to include a portion of the funding to be paid for from the Trail Bond Program. Staff has prepared a budget adjustment to correct the previous budget adjustment and provide the proper funding sources for the project.

BUDGET/STAFF IMPACT:
The corridor improvements are funded by the Transportation Bond Program and the Trail Bond Program.

PURCHASE ORDER DETAILS

G/L ACCT	PROJECT	AMOUNT
4702.860.7218-5809.00	46020.7218.1020	13,600,772.00
4703.860.7218-5814.05	46030.7218.1020	1,600,000.00
TOTAL		**14,600,772.00**

ATTACHMENTS: SRF (#3), BA (#4)

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

File #: 2023-1170

Approval of a Budget Adjustment for the Midtown Corridor Project Phase 2

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT FOR THE MIDTOWN CORRIDOR PROJECT PHASE TWO - 2019 TRAILS BOND PROJECT

WHEREAS, in August 2022, the City Council approved a contract with Crossland Heavy Contractors, Inc. to provide construction manager at risk pre-bidding services for the second phase of this project; and

WHEREAS, on September 19, 2023 the City Council approved a change order to the contract with Crossland Heavy Contractors as well as a budget adjustment for the construction phase of the contract; and

WHEREAS, the budget adjustment approved along with the construction change order covered the entire Guaranteed Maximum Price for the construction of the project plus contingency funded entirely from the Transportation Bond Fund; and

WHEREAS, the budget adjustment was intended to include a portion of funding from the Trail Bond Program so a new budget adjustment should be approved to reflect the proper funding sources for the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, reflecting the proper funding sources for the Midtown Corridor Project Phase Two.

City of Fayetteville Staff Review Form

2023-1170

Item ID

10/17/2023

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

Matt Casey	9/28/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of budget adjustment for the Midtown Corridor Project Phase 2.

Budget Impact:

4703.860.7218-5814.05	Trails Projects 2022 Bonds
Account Number	Fund
46030.7218.1020	Midtown Corridor - Deane/Sycamore/Poplar
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,673,310.00
		Expenses (Actual+Encum)	$	1,557,479.33
		Available Budget	$	**115,830.67**
Does item have a direct cost?	Yes	Item Cost	$	1,600,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,600,000.00
		Remaining Budget	$	**115,830.67**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 200-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Matt Casey	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Correction to previously approved budget adjustment for the construction of the Midtown Corridor project.
(9/19/23 - Res 200-23; CivicClerk #2023-1026)

RESOLUTION/ORDINANCE

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1170**

Holly Black
9/28/2023 2:33 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

v.202398

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4703.860.7218-5814.05	1,600,000	-	46030	7218.1020	EX	Improvements - Trails
4703.860.7999-5899.00	(1,600,000)	-	46030	7999	EX	Unallocated - Budget
4702.860.7999-5899.00	1,600,000	-	46020	7999	EX	Unallocated - Budget
4702.860.7218-5809.00	(1,600,000)	-	46020	7218.1020	EX	Improvements - Street
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1089

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

DATE:

SUBJECT: **Approval of Change Order 4 with Benchmark Construction of NWA, Inc. for the Nelson Hackett Blvd. Improvements Project**

RECOMMENDATION:
Staff recommends approval of Change Order 4 with Benchmark Construction of NWA, Inc. for the Archibald Yell Blvd. Improvements Project which will increase the contract amount by $23,351.20 and approval of a budget adjustment.

BACKGROUND:
On May 17, 2022, the City Council approved a contract with Benchmark Construction of NWA, Inc. for the construction of this project. Construction began in July of 2022 and is currently complete.

DISCUSSION:
After the bid was awarded to Benchmark Construction, their asphalt sub-contractor proposed a reduction in the unit cost price of asphalt overlay if we would consider a 1.5" overlay instead of a thinner ¾" overlay of Archibald Yell from MLK Blvd. to Rock Street. Staff evaluated the condition of the existing asphalt and the cost of this proposal. It was determined that this change would be a good benefit to the City. This change was covered under change order #3 which left only $22,780.59 of contingency.

Change Order 4 is a reconciliation change order which changes the contract quantities to equal the actual constructed quantities. This results in the final contract amount equaling the final project cost. During construction there were minor overruns and underruns of quantities due to unexpected site conditions. The attached change order form lists the overruns and underruns for each of the bid items for the project. Unfortunately, the increase in the construction cost with these changes resulted in the final cost being $570.61 over the remaining contingency amount approved by the City Council.

BUDGET/STAFF IMPACT:
The City Council approved a construction contingency of $300,000 for this project. Change Orders 1 -3 used $277,219.41 of the contingency. Change Order 4 will use the $22,780.59 remaining in contingency plus $570.61 from the 2019 Transportation Bond Funds.

ACCOUNT	PROJECT	AMOUNT
4602.860.7221-5809.00	46020.7221.1010	$ 23,351.20

ATTACHMENTS: SRF (#3), BA (#4), Change Order signed by Benchmark (#5)

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

File #: 2023-1089

Approval of Change Order 4 with Benchmark Construction of NWA, Inc. for the Nelson Hackett Blvd. Improvements Project

A RESOLUTION TO APPROVE CHANGE ORDER NO. 4 WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $23,351.20 FOR WORK ASSOCIATED WITH THE NELSON HACKETT BOULEVARD IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on May 17, 2022, the City Council approved a Resolution authorizing a contract with Benchmark Construction of NWA, Inc. for the construction of the Nelson Hackett Boulevard Improvements Project; and,

WHEREAS, Change Order Number 4 is a reconciliation change order which changes the contract quantities to equal the actual constructed quantities for the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 4 with Benchmark Construction of NWA, Inc. in the amount of $23,351.20 for work associated with the Nelson Hackett Boulevard Improvements Project.

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

2032-1089

Item ID

10/3/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Casey	9/7/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Change Order 4 with Benchmark Construction for the Archibald Yell Blvd. Improvements Project which will increase the contract amount by $23,351.20 and approval of a budget adjustment.

Budget Impact:

4602.860.7221-5809.00	Streets Projects 2019 Bonds
Account Number	Fund
46020.7221.1010	Hwy 71B Corridor - Archibald Yell Safety Impr
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,905,026.00
		Expenses (Actual+Encum)	$	1,897,695.11
		Available Budget	**$**	**7,330.89**
Does item have a direct cost?	Yes	Item Cost	$	23,351.20
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	23,352.00
		Remaining Budget	**$**	**7,331.69**

V20221130

Purchase Order Number: 2022-424

Previous Ordinance or Resolution # 124-22

Change Order Number: 4

Approval Date:

Original Contract Number: 2022-27

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Matt Casey	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of Change Order 4 with Benchmark Construction for the Archibald Yell Blvd. Improvements Project which will increase the contract amount by $23,351.20.

COUNCIL DATE: 10/3/2023

ITEM ID#: **2023-1089**

Holly Black

9/7/2023 12:34 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202388

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4602.860.7221-5809.00	23,352	-	46020	7221.1010	EX	Improvements - Street
4602.860.7999-5899.00	(23,352)	-	46020	7999	EX	Unallocated - Budget
	-	-				
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CHANGE ORDER

Contract Title: Archibald Yell Boulevard Improvements

Change Order No. 4

Date of Issuance September 6, 2023

To Contractor: Benchmark Construction

ORDINANCE/RESOLUTION:124-22

The Contract is changed as follows:

Effective May 17, 2022

Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Conctract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
8	Undercut and Backfill	600	CY	$36.75	87	$36.75	$22,050.00	$3,197.25
9	Rock Excavation	10	CY	$400.00	4.75	$400.00	$4,000.00	$1,900.00
14	6 inch Aggregate Base Course	1786	SY	$45.04	1986	$45.04	$80,441.44	$89,449.44
16	Asphalt Concrete Hot Mix Binder Course (PG70-22)	314	TON	$335.41	282	$335.41	$105,318.74	$94,585.62
17	Concrete Curb and Gutter (Type A, 1'-6")	1419	LF	$73.60	1560	$73.60	$104,438.40	$114,816.00
18	Concrete Curb (Type A)	259	LF	$64.36	0	$64.36	$16,669.24	$0.00
19	4 Inch Thick Concrete Sidewalk	539	SY	$161.58	613	$161.58	$87,091.62	$99,048.54
20	6 Inch Thick Concrete Sidewalk	114	SY	$159.12	262.84	$159.12	$18,139.68	$41,823.10
21	Concrete Driveway Aprons	65	SY	$326.24	59.56	$326.24	$21,205.60	$19,430.85
22	Concrete Driveway	154	SY	$251.56	194.67	$251.56	$38,740.24	$48,971.19
23	Solid Sod	802	SY	$6.24	1940	$6.24	$5,004.48	$12,105.60
24	Seeding	0.3	ACRE	$9,896.04	0	$9,896.04	$2,968.81	$0.00
26	6 Inch Pavement Marking (Thermoplastic)	12703	LF	$1.52	12769	$1.52	$19,308.56	$19,408.88
27	8 Inch Pavement Marking (Thermoplastic)	243	LF	$3.47	389	$3.47	$843.21	$1,349.83
28	12 Inch Pavement Marking (Thermoplastic)	137	LF	$13.86	133	$13.86	$1,898.82	$1,843.38
29	24 Inch Pavement Marking (Thermoplastic, White)	708	LF	$27.72	654	$27.72	$19,625.76	$18,128.88
30	Yield Lines (Thermoplastic)	12	LF	$34.65	15	$34.65	$415.80	$519.75
31	Pavement Symbols (Arrows, Thermoplastic)	16		$485.10	19	$485.10	$7,761.60	$9,216.90
32	Pavement Symbols (Words, Thermoplastic)	7	EA	$554.40	10	$554.40	$3,880.80	$5,544.00
38	Cast In Place Detectable Warning	260	SF	$117.44	274	$117.44	$30,534.40	$32,178.56
39	Handicap Access Ramp	90	SY	$134.36	159.28	$134.36	$12,092.40	$21,400.86
42	ACHM Pavement Permanent Repair	67	SY	$388.08	142.5	$388.08	$26,001.36	$55,301.40
43	4 Inch Portland Cement Concrete Base	92	SY	$137.51	99	$137.51	$12,650.92	$13,613.49
45	Drop Inlet Adjusted to Grade	1	EA	$3,230.77	3	$3,230.77	$3,230.77	$9,692.31
46	Rumble Strips	1656	LF	$34.65	1124.91	$34.65	$57,380.40	$38,978.13
47	Raised Pavement Markers	364	EA	$13.86	285	$13.86	$5,045.04	$3,950.10
48	6 Inch Concrete Sidewalk with Integral Retaining Wall	102	SY	$540.99	111.11	$540.99	$55,180.98	$60,109.40
50	Cast in Place Concrete Retaining Wall	25	SF	$105.91	69	$105.91	$2,647.75	$7,307.79
53	E-Net Cable (Exterior CAT 5e)	70	LF	$5.54	67	$5.54	$387.80	$371.18
60	Traffic Signal Cable (5c/14AWG)	1514	LF	$2.59	1455	$2.59	$3,921.26	$3,768.45
62	Traffic Signal Cable (20c/14AWG)	430	LF	$4.60	551	$4.60	$1,978.00	$2,534.60
63	Electrical Conductors in Conduit (1c/8, AWG, EGC)	481	LF	$1.72	539	$1.72	$827.32	$927.08
64	Electrical Conductors in Conduit (1c/12, AWG, EGC)	275	LF	$0.86	220	$0.86	$236.50	$189.20

Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Conctract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
65	Electrical Conductors in Conduit (2c/6, AWG, EGC)	37	LF	$5.16	51	$5.16	$190.92	$263.16
66	Electrical Conduit for Luminaires	650	LF	$2.30	766	$2.30	$1,495.00	$1,761.80
67	Galvanized Steel Conduit	14	LF	$34.50	0	$34.50	$483.00	$0.00
68	Non Metallic Conduit (2")	37	LF	$25.30	56	$25.30	$936.10	$1,416.80
69	Non Metallic Conduit (3")	460	LF	$46.00	680	$46.00	$21,160.00	$31,280.00
70	Concrete Pull Box (Type 2)	4	EA	$862.50	0	$862.50	$3,450.00	$0.00
71	Concrete Pull Box (Type 1 HD)	1	EA	$1,437.50	0	$1,437.50	$1,437.50	$0.00
72	Concrete Pull Box (Type 2 HD)	2	EA	$1,437.50	6	$1,437.50	$2,875.00	$8,625.00
81	Video Cable	901	LF	$4.60	766	$4.60	$4,144.60	$3,523.60
86	2" Non Metallic Conduit	1000	LF	$18.02	888	$18.02	$18,020.00	$16,001.76
98	Flowable Fill for Abandoned Pipe Lines	435	LF	$16.52	400	$16.52	$7,186.20	$6,608.00
99	8" PVC (SDR-26) Gravity Sewer	450	LF	$97.02	457	$97.02	$43,659.00	$44,338.14
103	Compacted Class 7 Aggregate Base Coarse for Backfill	250	CY	$92.08	265	$92.08	$23,020.00	$24,401.20
104	Water and Sewer Undercut and Backfill	50	CY	$360.40	0	$360.40	$18,020.00	$0.00
105	Water and Sewer Rock Excavation	100	CY	$325.00	0	$325.00	$32,500.00	$0.00
107	Water Meter and Service Line Relocation	2	EA	$3,070.00	3	$3,070.00	$6,140.00	$9,210.00
127	CO #4: Manhole and Valve Box Riser Rings	0	LS	$0.00	1	$895.00	$0.00	$895.00
						Summation of Cost	**$956,635.02**	**$979,986.22**
							Net Cost	**$23,351.20**

The original Contract Price was	$	**2,995,576.53**
Net change by previously authorized change orders	$	**277,219.41**
The Contract Price prior to this Change Order was	$	**3,272,795.94**
The Contract Price will be increased by		**$23,351.20**
The new Contract Price including this Change Order will be	$	**3,296,147.14**
The Contract Time(s) will be increased by	**0**	calendar days
Required dates of Completion as of the date of this Change Order therefore are:		
Substantial Completion		**19-Apr-23**
Final Completion		**19-May-23**

NOTE:This summary does not reflect changes in the Contract Price or Times(s) which have been authorized by Work Change Directives not incomporated in this or previous Change Orders.

Benchmark Construction

9-27-23

DATE

CITY OF FAYETTEVILLE

BY DATE

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1088

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: **Ingram Micro Inc. – Nutanix Server Software Renewal for Noland and West Side Wastewater Treatment Facilities**

RECOMMENDATION:
Staff recommends approval of the renewal of Nutanix server software license renewal for the Noland and West Side Water Resource Recovery Facilities from Ingram Micro Inc. in the amount of $63,732.11 plus applicable taxes, approval of a project contingency in the amount of $10,000.00, and approval of a budget adjustment.

BACKGROUND:
Nutanix is the software that runs the device servers at the wastewater treatment facilities, it's the heart of the SCADA system and it runs the City's VTScada software. It communicates with all of the control devices in the field, allows for operators to see the status of devices at the treatment facilities from a software interface. A software support contract and security updates are included with the Nutanix server software renewal.

DISCUSSION:
Ingram Micro submitted a quote in the amount of $63,732.11 plus applicable taxes for a 3-year renewal of Nutanix server software. This will operate the device servers, provide support service, and security updates for both wastewater treatment facilities through November 2026.

Staff recommends a 3-year renewal of Nutanix server software renewal in the amount of $63,732.11 plus applicable taxes from Ingram Micro Inc., approval of a project contingency in the amount of $10,000.00, and approval of a budget adjustment.

BUDGET/STAFF IMPACT:
A budget adjustment is attached to move funds from the Plant Pumps and Equipment account to the WWTP Contract – Direct Purchases accounts within the Water & Sewer fund which will cover the cost of the 3-year software renewal.

ATTACHMENTS: SRF Ingram Micro - Nutanix software (#3), BA Ingram Micro - Nutanix software (#4), Quote from Ingram Micro (#5), Quote from Arrow Electronics (#6), Quote from AVT Technology Solutions (#7)

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

File #: 2023-1088

Ingram Micro Inc. – Nutanix Server Software Renewal for Noland and West Side Wastewater Treatment Facilities

A RESOLUTION TO APPROVE A THREE YEAR RENEWAL OF THE CITY'S NUTANIX SERVER SOFTWARE LICENSE FOR THE NOLAND AND WEST SIDE WATER RESOURCE RECOVERY FACILITIES WITH INGRAM MICRO INC. FOR THE TOTAL AMOUNT OF $63,732.11 PLUS APPLICABLE TAXES, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Nutanix is the software that runs the device servers at the wastewater treatment facilities; and

WHEREAS, Ingram Micro submitted a quote for a 3-year renewal of Nutanix server software that will operate the device servers, provide support service, and security updates for both wastewater treatment facilities through November 2026.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a 3-year renewal of the City's Nutanix server software license for the total amount of $63,732.11 plus applicable taxes with Ingram Micro Inc., and further approves a project contingency in the amount of $10,000.00.

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

City of Fayetteville Staff Review Form

2023-1088

Item ID

10/17/2023

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

Tim Nyander	9/21/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the renewal of Nutanix server software license renewal for the Noland and West Side Water Resource Recovery Facilities from Ingram Micro Inc. in the amount of $63,732.11 plus applicable taxes, approval of a project contingency in the amount of $10,000.00, and approval of a budget adjustment.

Budget Impact:

5400.730.5110-5328.01 5400.730.5120-5328.01	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	49,012.00
		Expenses (Actual+Encum)	$	31,647.92
		Available Budget	$	**17,364.08**
Does item have a direct cost?	Yes	Item Cost	$	79,945.99
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	79,946.00
		Remaining Budget	$	**17,364.09**

V20221130

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

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

Original Contract Number: _____

Comments: Taxes are estimated at $6,213.88, the estimated total cost is $69,945.99 plus a contingency of $10,000.00.

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	WASTEWATER TREATMENT (730)	
	Requestor: Shea Fankhouser	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed in the Water & Sewer fund's budget to move funds from the Plant Pumps and Equipment account to the WWTP Direct Purchases accounts within Division 730. This budget adjustment will allow for the cost of the Nutanix server software renewal to be split between Programs 5110 and 5120.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1088**

Holly Black
9/22/2023 8:56 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202388

TOTAL	-	-				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.730.5110-5328.01	39,973	-			EX	WWTP Contract - Direct Purchases
5400.730.5120-5328.01	39,973	-			EX	WWTP Contract - Direct Purchases
5400.730.5800-5801.00	(79,946)		02069	1	EX	Fixed Assets
	-	-				
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Thank you for contacting Ingram Micro. We value your business greatly and will continue to deliver the services you need to retain it. This quote is not intended to represent the entire conversation; only what was relevant to the solution you requested. We make every effort to provide a complete and correct solution. However, the accuracy of the solution provided is dependent on the information gathered. If relevant information is not provided by our customer, Ingram Micro cannot be held responsible. We urge you to review this quote fully, to ensure it reflects all of your required specifications. If you have additional questions, please contact your designated Ingram Micro contact. Remember to reference your Quote Number.

Call reference # QUO-16859580-W1Y8D6
To ensure fastest and most accurate processing of your order, please provide the quote# at the time of purchase

Quote: QUO-16859580-W1Y8D6 -0

Name: Nutanix - CTO QUOTE - XQ-2106957

Customer Name: JACOBS TECHNOLOGY INC

Currency: US Dollar

Effective From: 9/15/2023

Send Date: 09/15/2023

Vendor Bid Expiry Date: 11/26/2023

End User Name: City of Fayetteville - AR

Special Pricing Information: Special Pricing Number XQ-2106957 **Start Date:** 9/15/2023 **Expiry Date:** 11/26/2023

Customer Question:

Nutanix

Solution Comments:

*All Nutanix POs must have End User PO#, Contact Name, Phone Number and Email Address for processing.

*Shipping Estimate - Charges are subject to change based on current shipping rates and Customers are responsible for freight.
-$275 per platform for standard 3 day shipping.
-$325 per platform for expedited 2 day shipping
-$450 per platform for expedited overnight shipping

*All orders related to this quote are non-cancelable and non-returnable.

Item #	SKU	Manufacturer	Mfr. Part #	Qty	Description and Product Info	Discount**	Avail. Qty	MSRP	Ext MSRP	Price	Ext Price	Comments
1	9HH792	NUTANIX	R-SW-AOS-STR-PRD	1	RENEWAL LICS SLIC Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00		0	$197,752.00	$197,752.00	$56,578.80	$56,578.80	SN#: 20SW000146462 Term: 11/27/2023 4:00:00 PM thru 11/26/2026 4:00:00 PM
2	9HH793	NUTANIX	R-L-CORES-STR-PRD	96	RENEWAL LICS SLIC Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00		0	$0.01	$0.96	$0.01	$0.96	SN#: LIC-00931671 Term: 11/27/2023 4:00:00 PM thru 11/26/2026 4:00:00 PM
3	9HH794	NUTANIX	R-L-FLASHTIB-STR-PRD	11	RENEWAL LICS SLIC Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00		0	$0.01	$0.11	$0.01	$0.11	SN#: LIC-00931672 Term: 11/27/2023 4:00:00 PM thru 11/26/2026 4:00:00 PM
4	7TU986	NUTANIX	RS-HW-PRD-MY	2	NUTANIX PROD HW SUP RNWL SVCS Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00		0	$4,033.03	$8,066.06	$3,576.12	$7,152.24	SN#: 20FM6L260022, 20FM6L260044 Term: 11/27/2023 4:00:00 PM thru 11/26/2026 4:00:00 PM
			Products / Services Total	110					$205,819.13		$63,732.11	
			Total								$63,732.11	

Purchase this for $63,732.11 or lease for $2,230.62 per month.

Pricing & Ordering Information

For specific pricing and to order the above products, you may

- Call the Ingram Micro Sales department at 1.800.456.8000

* Your PO number
* Your fax number
* Shipping instructions
* End user PO number
* End user license, contract or authorization number
* End user company name
* End user address
* End user contact
* End user contact email address
* End user contact phone number
* End user contact fax number

Thank you for your order!

This offer to sell the listed product(s) is subject to product availability and Ingram Micro's standard terms and conditions that are published https://corp.ingrammicro.com/en-us/legal/sales_ta prices are subject to change without notice. Please contact the Ingram Micro Sales desk at 1.800.456.8000 if you have any additional questions.

* Leasing Information

Win more opportunities by offering your customers flexible financing solutions with Ingram Micro Financial Solutions.

- Learn more about Ingram Micro Leasing Program
- Contact a leasing specialist today at 877-877-0035 or email financialsolutions@ingrammicro.com
- Calculate the leasing terms for your end user by visiting the Xvantage Finance Calculator

Arrow ECS Quote

Arrow Quote#: SWS14877577-V1	**Reseller: JACOBS TECHNOLOGY INC-1042402**	**ISR: Srikandan, Suwarna**		**Supplier Opp#: OPTY-00798278**	**Contract Start Date: 27-NOV-23**
Quote Name: NUTANIX_Jacobs Technology Inc_City of Fayetteville - AR-Renewal Nov 2023 Arrow 2.0_XQ-2108482	**End User(s): City of Fayetteville - AR**	**ISR Phone:**		**Supplier Quote#: XQ-2108482**	**Contract End Date: 26-NOV-26**
Quote Currency: USD **Region: US**	**End User State/Province:**	**ISR Email: Suwarna.Srikandan@arrow.com**		**Supplier Contract No:**	**Billing Frequency:**
Quote Expiration Date: 26-NOV-23	**Quote Generation Date: 15-SEP-23**	**Segment:**		**End User Acc# (EA):**	**Reseller Opportunity Number#:**

Notes:

Line	Contract Number	Service SKU	Service SKU Description	Covered SKU	Covered SKU Description	Serial Number	QTY	Service Start Date	Service End Date	# of Days	List Price	Price for Service Duration	List Price Ext	Discount	Reseller Price	Reseller Price Ext
1		R-SW-AOS-STR-PRD	Subscription Renewal, Acropolis AOS Starter Software License Production Software Support Service			20SW000146462	1	11/27/2023	11/26/2026	1,096	$197,752.00	$197,752.00	$197,752.00	70.79%	$57,769.82	$57,769.82
2		R-L-CORES-STR-PRD	Subscription Renewal, Acropolis AOS Starter Software License Production Software Support Service for 1 CPU core			LIC-00931671	96	11/27/2023	11/26/2026	1,096		$0.00	$0.00		$0.00	$0.00
3		R-L-FLASHTIB-STR-PRD	Subscription Renewal, Acropolis AOS Starter Software License Production Software Support Service for 1 TiB of flash			LIC-00931672	11	11/27/2023	11/26/2026	1,096		$0.00	$0.00		$0.00	$0.00
4		RS-HW-PRD-MY	24/7 Production Level Multi Year HW Support Renewal for Nutanix HCI appliance			20FM6L260022	1	11/27/2023	11/26/2026	1,096	$4,033.03	$4,033.03	$4,033.03	9.46%	$3,651.41	$3,651.41
5		RS-HW-PRD-MY	24/7 Production Level Multi Year HW Support Renewal for Nutanix HCI appliance			20FM6L260044	1	11/27/2023	11/26/2026	1,096	$4,033.03	$4,033.03	$4,033.03	9.46%	$3,651.41	$3,651.41
Total													**$205,818.06**			**$65,072.64**

Legal Notification: This is a computer generated document, no signature is required.

ARROW'S TERMS AND CONDITIONS OF SALE

Arrow's Terms and Conditions are located at https://www.arrow.com/en/legal/terms-of-use
This order is hereby governed by Arrow's Terms and Conditions of Sale unless there is a signed agreement between the parties, in which case the signed agreement shall govern.
The Arrow's Terms and Conditions of Sale can be accessed in additional languages:

- English: https://www.arrow.com/en/legal/terms-and-conditions-of-sale
- Spanish: https://www.arrow.com/es-mx/legal/terms-and-conditions-of-sale
- French Canadian: https://www.arrow.com/fr-fr/legal/terms-and-conditions-of-sale

AVT Technology Solutions, LLC
410 E Rivulon Blvd. Suite 201
Gilbert, AZ, 85297

Quotation #: 125363215-1
Request #: 14588581-14904242
Expiration Date: 11/26/2023

9/15/2023

Mayo Miller

Jacobs Space Exploration Group

Thank you for your inquiry. We are pleased to provide you with this quote, which is not an order or offer to sell. Until you issue a purchase order and AVT Technology Solutions LLC ("AVT TS") or Tenva TS Canada ULC ("Tenva"), which are wholly owned subsidiaries of Tech Data Corporation, accepts it, there is no contract for sale.

Unless you have an existing agreement with AVT TS or Tenva, this quote is governed by the commercial terms of sale located at https://tdcontent.techdata.com/content/visitor/abouttd/conditions.aspx. This summary section and all attachments are incorporated to form the entire quotation and supersede all prior communications between the parties, regardless of form. Further, AVT TS and Tenva are not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation.

Some Tech Data Vendors require that our customers agree to certain terms before we can sell the Vendors' Products. By submitting a purchase order to Tech Data, you are acknowledging, as an authorized representative of your company, that you have read and agree to be bound and abide by any applicable terms located at https://tdcontent.techdata.com/reseller/secure/commerce/promos/vendor-pass.aspx

Orders may be returned via: R2O referencing "14588581-14904242" or by way of your normal ordering process

This quote has been prepared by:

Tod Tussey
Tod.Tussey@tdsynnex.com
+14809363106

Make it Easy for your Client to buy the Solution they need; Give Them a Way to Pay! Contact our Financing Specialists to leverage our variety of Financing Solutions. Call 1-800-307-4588 or email financingteam@techdata.com to discuss options and request an End User proposal for the entire project.

Any and all products contained in this quote are non-cancelable and non-returnable ("NCNR"). Customer agrees that by issuing a purchase order against this quote, Customer forfeits its ability to cancel the order or return any of the products.

Quote #: XQ-2108462
XQ-2108462-City of Fayetteville - AR Renewal Nov 2023 JacobsAVT 2.0-City of Fayetteville - AR

Oppty ID: OPTY-00798278
Start Date 11/27/2023 End Date 11/26/2026

Quotation Summary:

NUTANIX	
QUOTE	$64,394.93
Subtotal:	$64,394.93
Quote Total:	$64,394.93

Applicable sales taxes and Environmental Fees(where applicable) are not included.(If Hawaii excise taxes are applicable, rates are as follows, .05% for Wholesale transactions and 4% for Retail transactions)
Your quotation details are referenced on the following pages.

AVT Technology Solutions, LLC
410 E Rivulon Blvd. Suite 201
Gilbert, AZ, 85297

Quotation #: 125363215-1
Request #: 14588581-14904242
Expiration Date: 11/26/2023

Quoted For:
Jacobs Space Exploration Group
620 Discovery Dr NW Ste 140
Huntsville, AL 35806-2816
NUTANIX
Currency: USD

End User:
CITY OF FAYETTEVILLE
113 W Mountain St
FAYETTEVILLE, AR 72701-6069

QUOTE

Line No.	Qty	Part Number	Service Serial #	Description	Unit List	Ext List	Unit Price	Ext Price	Start Date	End Date	Product Type
1	1	R-SW-AOS-STR-PRD	20SW0001464 62	SUBSCRIPTION RENEWAL, ACROPOLIS (AOS) STARTER SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE	$197,752.00	$197,752.00	$57,168.17	$57,168.17	11/27/2023	11/26/2026	Software

AVT Technology Solutions, LLC
410 E Rivulon Blvd. Suite 201
Gilbert, AZ, 85297

Quotation #: 125363215-1
Request #: 14588581-14904242
Expiration Date: 11/26/2023

QUOTE

Line No.	Qty	Part Number	Service Serial #	Description	Unit List	Ext List	Unit Price	Ext Price	Start Date	End Date	Product Type
2	96	R-L-CORES-STR-PRD	LIC-00931671	SUBSCRIPTION RENEWAL, ACROPOLIS (AOS) STARTER SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE	$0.00	$0.00	$0.00	$0.00	11/27/2023	11/26/2026	Software

QUOTE

Line No.	Qty	Part Number	Service Serial #	Description	Unit List	Ext List	Unit Price	Ext Price	Start Date	End Date	Product Type
3	11	R-L-FLASHTIB-STR-PRD	LIC-00931672	SUBSCRIPTION RENEWAL, ACROPOLIS (AOS) STARTER SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 TIB OF FLASH	$0.00	$0.00	$0.00	$0.00	11/27/2023	11/26/2026	Software
4	2	RS-HW-PRD-MY	20FM6L26002,20FM6L2600344	24/7 PRODUCTION LEVEL MULTI YEAR HW SUPPORT RENEWAL FOR NUTANIX HCI APPLIANCE	$4,033.03	$8,066.06	$3,613.38	$7,226.76	11/27/2023	11/26/2026	Services

AVT Technology Solutions, LLC
410 E Rivulon Blvd. Suite 201
Gilbert, AZ, 85297

Quotation #: 125363215-1
Request #: 14588581-14904242
Expiration Date: 11/26/2023

QUOTE

Line No.	Qty	Part Number	Service Serial #	Description	Unit List	Ext List	Unit Price	Ext Price	Start Date	End Date	Product Type
			Subtotal:			$205,818.06		$64,394.93			
			Solution Total:			$205,818.06		$64,394.93			

Category	Ext List	Ext Price
Total Services:	$8,066.06	$7,226.76
Total Software:	$197,752.00	$57,168.17
Total:	$205,818.06	$64,394.93

Quotation Summary:

NUTANIX	
QUOTE	$64,394.93
Subtotal:	$64,394.93
Quote Total:	$64,394.93

Customer, by its signature below, places its order to TS for the products and services in this Quote.

By _____ (authorized signature)

Name _____ (please print)

Title _____

Date _____

Purchase Order Number _____

Special Pricing/Promo # _____

Payment Terms _____

Authorization _____

Orders may be returned via: R2O referencing "14588581-14904242" or by way of your normal ordering process

The End User and Shipping Information on this page will assist AVT Technology Solutions LLC, and its subsidiaries ("TS" or "Advanced Solutions") in arranging for delivery of your order. The Order Information will let TS know the value add and promotions you believe apply to this order, and the payment program you request. TS' approval of your requested payment program will be communicated in accordance with the procedures that apply to such program. Please complete the information on this page and return it with your order.

End User Information

Name: _____
Address: _____
_____
Contact Name: _____
Contact Phone: _____
Email Address: _____

Shipping Information

Name: _____
Address: _____
_____
Contact Name: _____
Contact Phone: _____
Email Address: _____

Freight Delivery Method: _____

Special Shipping Comments:

_____
_____
_____
_____
_____

Inside Delivery Information

Delivery Hours?	__AM to __PM
Will the customer's dock accomodate a 48 foot trailer?	Yes/No
Is there a loading dock?	Yes/No
If no loading dock, is Liftgate Truck required?	Yes/No
If no loading dock, is Ramp required?	Yes/No
Is the computer room located on the main floor?	Yes/No
If not on main floor, what floor?;	__ Floor(1st, 2nd, etc.)
If not on main floor, is an elevator available?	Yes/No
If not on main floor, is a stair climber required?	Yes/No

Are special floor coverings required? Yes/No
Is Yes, type of floor? _____

AVT's Return Policy

-If TS made an error on your order, we will give you an RMA to return it at your request.
-Customer convenience returns will be considered on a case by case basis.
-When you know you have product to return, ask for the RMA as soon as you can. The quicker we work together on the issue, the more likely we will achieve a successful resolution together.
-We request that the product is returned within 14 days in order to mitigate risk for TS and our partners.
-When opening packages from TS, please take care to retain packaging in the event that a return becomes necessary.
-Please put the RMA number on the shipping label of the outside carton when returning product. We cannot accept returns without an RMA number clearly marked.
-TS reserves the right to charge a restocking or handling fee.
-TS' workmanship on integrated orders is warranted for one full year from date of shipment.

How to Request an RMA:

You can request an RMA by emailing your request to the TS Return Support Center at ATS-RSC-TS@techdata.com, or by submitting a request on Channel Connection.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1133

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: **McClelland Consulting Engineers, Inc. - Amendment No. 3 for the West Water Transmission Main Project**

RECOMMENDATION:
Staff recommends approval of Amendment No. 3 in the amount of $1,446,340.00 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. for Final Engineering Design for the West Corridor Water Transmission Line Project, and approval of a budget adjustment.

BACKGROUND:
The City of Fayetteville owns and operates two parallel water transmission lines from Beaver Water District (BWD) in Lowell that enter from the northeast corner of the City. These lines are a 36-inch pipe installed in 1967 and a 42-inch pipe installed in 1993. BWD intends to build a western water distribution point near HWY-112 and the newly constructed Springdale Northern Bypass, HWY-612. This facility will supply a western water transmission feed to all four customer cities, helping with hydraulics, critical redundancy, and overall utility resiliency. Fayetteville's 11.3-mile connection to the proposed BWD facility has been identified in water master plans for many years, but the timeline was previously unknown.

In 2012, the City of Fayetteville hired McClelland Consulting Engineers (MCE) to establish a preliminary alignment for a waterline along this western corridor (Res. 120-12) and begin easement acquisitions. The contract was amended in 2021 (Res. 179-21) to increase funds for appraisals and acquisition support and again in 2022 to bring the design up to 30% (Res. 200-22).

DISCUSSION:
In July 2023 the Arkansas Department of Agriculture Natural Resources Division (ANRD) approved $85M of low interest rate funding through the state's drinking water Revolving Loan Fund program. In July, the City conducted a formal Engineering Selection Committee meeting (RFQ 23-05) and selected Garney to provide CMAR services for the project.

Amendment No. 3 with McClelland will allow the detailed design to progress from 30% to 100%, including all related permitting and coordination with state and federal agencies, coordination with Garney during CMAR preconstruction services, and release of early procurement specifications. A detailed scope and fee narrative and schedule have been provided with the amendment document.

This amendment consists of $1,446,340.00 in engineering services, increasing the total contract amount from

$1,547,085.00 to $2,993,425.00.

BUDGET/STAFF IMPACT:
Budgeted Funds will be transferred from the Sanitary Sewer Rehabilitation account to the West Water Transmission Line project to cover the cost of this item.

ATTACHMENTS: SRF (#3), BA (#4), Revised BA (#9), Amendment No. 3 - West Transmission Main - FINAL (#5), 120-12 RESOLUTION (#6), 179-21 RESOLUTION (#7), 200-22 RESOLUTION (#8)

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

File #: 2023-1133

McClelland Consulting Engineers, Inc. - Amendment No. 3 for the West Water Transmission Main Project

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE TOTAL AMOUNT OF $1,446,340.00 FOR FINAL ENGINEERING DESIGN FOR THE WEST CORRIDOR WATER TRANSMISSION LINE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in 2012, the City Council approved Resolution 120-12 to approve the contract with McClelland Consulting Engineers to establish a preliminary alignment for waterline along the Western corridor and begin easement acquisitions; and

WHEREAS, in 2021 the City Council approved Resolution 179-21 to increase funds for appraisals and acquisition support; and

WHEREAS, in 2022 the City Council approved Resolution 200-22 to increase funds again for appraisals and acquisition support; and

WHEREAS, Amendment No. 3 will allow the detailed design to progress from 30% to 100%, including all related permitting and coordination with state and federal agencies.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 3 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. in the total amount of $1,446,340.00 for final engineering design for the West Corridor Water Transmission Line Project.

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

2023-1133

Item ID

10/17/2023

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

Tim Nyander	9/29/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 3 in the amount of $1,446,340.00 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. for Final Engineering Design for the West Corridor Water Transmission Line Project, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5314.00	Water & Sewer
Account Number	Fund
18015.2201	West Water Transmision Line Project
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	766,177.00
		Expenses (Actual+Encum)	$	766,177.00
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	1,446,340.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,446,340.00
		Remaining Budget	$	-

V20221130

Purchase Order Number: 2021-460

Previous Ordinance or Resolution # 200-22

Change Order Number: 3

Approval Date:

Original Contract Number: 2021-42

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed to transfer budgeted funds to the West Water Transmission Line Project for the final engineering design for the West Corridor Water Transmission Line Project. Budgeted funds from the Water Impact Fee Improvement Project will be transferred and utilized for a majority of the cost of this project. This project will increase capacity and meets the requirements to utilize Impact Fee Budgeted Funds. Budgeted funds from the Water System Rehabilitation and Replacement project will also be transferred to cover the cost of this project.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1133**

Kevin Springer
9/29/2023 10:57 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

TOTAL	1,792,680	1,792,680				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.720.5600-5314.00	1,096,340	-	18015	2201	EX	Professional Services
5400.720.5600-6602.30	-	1,096,340	18015	2201	RE	Transfer from Fund - Impact Fee
2300.720.9300-7602.40	1,096,340	-	07002	8015.2201	EX	Transfers To Funds - Water & Sewer Fund
2300.720.9300-4999.99	-	696,340			RE	Use Fund Balance - Current
5400.720.5600-5314.00	350,000	-	18015	2201	EX	Professional Services
5400.720.5600-5808.00	(350,000)	-	12009	1	EX	Improvements - Water Line
2300.720.9300-5808.00	(400,000)	-	07002	1	EX	Improvements - Water Line
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed to transfer budgeted funds to the West Water Transmission Line Project for the final engineering design for the West Corridor Water Transmission Line Project. Budgeted funds from the Sanitary Sewer Rehabilitation project will be transferred to cover the cost of this project.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1133**

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
5400.720.5600-5314.00	1,446,340	-	18015	2201	EX	Professional Services
5400.720.5700-5815.00	(1,446,340)	-	02017	1	EX	Improvements - Sewer
		-				
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	-	-				

Amendment No. 3 to the Engineering Services Agreement for Water Transmission Line Layout and Easement Acquisition

Date: _____

WHEREAS, the CITY OF FAYETTEVILLE and McClelland Consulting Engineers, Inc. (ENGINEER) entered into an Agreement for Professional Engineering Services (AGREEMENT) on June 5, 2012; and,

WHEREAS, the CITY OF FAYETTEVILLE and ENGINEER entered into Amendment No. 1 to the AGREEMENT on July 6, 2021 to perform additional services outside of the scope of the AGREEMENT; and,

WHEREAS, the CITY OF FAYETTEVILLE and ENGINEER entered into Amendment No. 2 to the AGREEMENT on September 6, 2022 to perform additional services outside of the scope of the AGREEMENT; and,

WHEREAS, the CITY OF FAYETTEVILLE has requested that ENGINEER perform additional services outside of the scope of the AGREEMENT, Amendment No. 1 and Amendment No. 2.

NOW THEREFORE, the following modifications will be made to the AGREEMENT to include the additional services requested:

MODIFICATIONS:

1. Section 2.2.1 – the additional scope of services is included in the attached Appendix "A-1".

2. Section 5.1.1 – the maximum not-to-exceed amount is increased from $1,547,085.00 to **$2,993,425.00**. Modifications to compensation are included in the attached Appendix "A-1".

IN WITNESS WHEREOF, the parties execute this Amendment No. 3, to be effective on the date set out above.

McClelland Consulting Engineers, Inc.	City of Fayetteville, Arkansas
BY: _____	BY: _____
Nicholas R. Batker, P.E.	Mayor Lioneld Jordan
Senior Associate	

APPENDIX A-1 – SCOPE OF ADDITIONAL SERVICES
AMENDMENT NO. 3 TO THE ENGINEERING SERVICES AGREEMENT FOR THE WEST CORRIDOR WATER TRANSMISSION MAIN

1.0 General

The ENGINEER is currently under contract with the CITY OF FAYETTEVILLE to perform preliminary design services for the future 48-inch water transmission main extending from Highway 112 (between Van Asche Drive and Truckers Drive) in Fayetteville to the future Beaver Water District (BWD) pump station located north of the intersection of Highway 612 and Miller Road in Springdale. The total length of this pipeline is approximately 59,700 linear feet, or 11.3 miles.

The CITY OF FAYETTEVILLE's goal is to have this pipeline installed and ready to be placed into operation by the first quarter of 2026. In an effort to meet this deadline, the CITY OF FAYETTEVILLE has recently selected a Construction Manager at-Risk (CMAR) to perform preconstruction services, potential early materials procurement and/or work packages, and overall construction management services.

In addition, the CITY OF FAYETTEVILLE recently accepted an $85 million loan for this project from the Drinking Water State Revolving Loan Fund (DWSRF), administered by the Arkansas Department of Agriculture, Natural Resource Division (ANRD). The loan must be closed including first disbursement of funds on or before July 1, 2024 in order to obtain the 1.75% interest rate offered.

In order to continue assisting the CITY OF FAYETTEVILLE with this project, the following scope of additional services covers the effort required by the ENGINEER to complete the final design phase for the water transmission main in order to meet the loan closing deadline and overall project schedule. ENGINEER's services in this Amendment No. 3 shall meet the DWSRF program requirements.

2.0 Scope of Additional Services

2.1 Project Management and Coordination

The ENGINEER will continue to provide project management and coordination services to the CITY OF FAYETTEVILLE in this Amendment No. 3. The following services are included in this task:

- Conduct progress meetings with the CITY OF FAYETTEVILLE and CMAR. At this time, it is assumed that progress meetings will be held biweekly; however, the ENGINEER is available to meet more frequently if required. A total of twenty-four (24) progress meetings have been assumed for this scope.
- Attend up to three (3) Fayetteville Water & Sewer Committee meetings.
- Attend up to twelve (12) meetings with other stakeholders such as BWD, Springdale Water Utilities, Arkansas Department of Transportation (ARDOT), Washington County, Benton County and the cities of Tontitown, Springdale and Elm Springs.
- Attend up to fifteen (15) meetings with property owners to assist in negotiating and finalizing easements required for the project.

- Coordinate with ANRD on meeting DWSRF program requirements. This shall include items such as Memorandum of Agreement preparation assistance, period progress updates, etc.
- Prepare and submit invoices with monthly progress summaries. Up to twelve (12) summaries are assumed.

2.2 Additional Surveying Services

As part of the Amendment No. 2 scope of work, the ENGINEER performed additional topographic surveys to cover changes in alignment and/or grades that occurred since the original project corridor topographic surveys were completed in 2013-2014.

Under this Amendment No. 3, the ENGINEER will perform necessary surveys to complete the final design of the project and final easement acquisitions. Services shall include:

- Additional mapping of surface features identified by the ENGINEER and/or CMAR that are required to finalize the design drawings.
- Field ties to potholed utilities identified by the ENGINEER and/or CMAR.
- Staking of proposed permanent and/or temporary easements requested by the property owner.

Project control points used to complete additional surveys will be shown for future use during construction. The ENGINEER will contact Arkansas 811 and wait the allotted 48 hours prior to beginning the survey to allow time to have utilities field located. The ENGINEER will coordinate with CMAR on field locating utilities not marked by Arkansas 811 to minimize conflicts during construction.

2.3 Environmental Services

An Environmental Information Document (EID) will need to be prepared to satisfy DWSRF requirements for the loan. Additional required items in conjunction with the EID will include a cultural resources survey and may also include a Threatened & Endangered (T&E) Species evaluation.

The ENGINEER will subcontract EID services and the T&E Species evaluation (if determined to be required by ANRD) to FTN Associates Ltd. The ENGINEER will subcontract the cultural resources survey to Flat Earth Archeology, LLC. Following is a detailed scope of work for these items.

2.3.1 Environmental Information Document

This task will include the following:

- Assemble the documentation necessary for and completing the ANRD Environmental Checklist & Information Document. This checklist/document includes a variety of environmental topics, each of which will be answered/discussed specific to the project.
- Coordinate with various agencies (e.g., US Fish & Wildlife Service, Arkansas Historic Preservation Program, etc.) to comply with EID requirements.
- Complete one (1) public meeting in accordance with EID requirements.
- Coordinate with ANRD regarding EID requirements specific to the project and submittal. Address comments as necessary from ANRD and agencies to obtain concurrence on the EID.

2.3.2 Cultural Resources Survey

This task will include the following:

- Conduct a Phase I archeological survey covering the entire length of the project within the limits of permanent and temporary easements. A pedestrian survey will be performed utilizing shovel test excavations in 20-meter intervals along transect(s) within the project limits to identify and assess the status of any cultural deposits or features inside the project limits.
- Prepare the cultural resources report based on the background research as well as the field work. The report will include information on any archeological sites identified and recommendation for the proposed project to be in compliance with federal and state regulations regarding cultural resources. The exact locations of any significant prehistoric or historic archeological sites found will be supplied to the OWNER for planning purposes only, with the stipulation that their locations will not be part of any document released to the public.
- All work will conform to the standards set for the State of Arkansas which are described in *A State Plan for the Conservation of Archeological Resources in Arkansas* (Davis, ed. 1982, amended 2010) and the standards set by the U.S. Secretary of Interior's Standards and Guidelines for Archeological and Historic Preservation.
- Submit the cultural resources report to ANRD, Arkansas Historic Preservation Program, and other agencies/tribes if required for review. Respond to comments and/or questions if required to obtain concurrence on the report.
- Phase II (significance testing, deep trenching, removal of cultural features, etc.) and Phase III (site mitigation) are not included in this scope of work.

2.3.3 T&E Species Evaluation

If required as part of the agency coordination process of the EID, conduct a T&E species evaluation and submit to ANRD and relevant agencies for review. Address comments as necessary to obtain concurrence on the evaluation.

2.4 Additional Geotechnical Investigations

As part of the Amendment No. 2 scope of work, the ENGINEER performed a detailed geotechnical investigation along the project alignment which included up to 81 borings, laboratory testing and analysis and preparation of a geotechnical report.

Under this Amendment No. 3, the ENGINEER will perform additional geotechnical borings, laboratory analysis and reporting for up to 15 additional boring locations. Additional investigations may be required at trenchless crossings, major stream crossings and other areas of concern that may be identified by the ENGINEER OR CMAR. The methods of exploration, field services, laboratory analysis and reporting shall be as outlined in Amendment No. 2.

2.5 Final Design

The ENGINEER will perform final design phase services as part of this Amendment No. 3 and will utilize the following subconsultants to assist in completing scope items in this task:

- Carollo Engineers – development of special details and technical specifications for steel pipe and large diameter valves; and quality control/quality assurance review of plans, specifications, surge analysis and CMAR guaranteed maximum price (GMP)
- Coffman Engineers – development of plans, details and technical specifications associated with the impressed current cathodic protection system; and preparation of the final corrosion report
- Brown Engineers – development of plans, details and technical specifications for electrical service required for the two (2) proposed cathodic protection rectifier fields
- Bennett Trenchless Engineers – development of plans, details and technical specifications for trenchless installations required on the project
- Black & Veatch – update the hydraulic surge analysis (previously completed for BWD) of the proposed water transmission main system and associated final report

In accordance with DWSRF requirements, selection of iron and steel products to be used in this project shall be in compliance with the American Iron & Steel (AIS) provisions as outlined on EPA's website: https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement.

Following is a detailed breakdown of services to be provided during the final design phase.

2.5.1 30% Design Review Workshop

- Conduct workshop with CITY OF FAYETTEVILLE and CMAR to review 30% design submittal

2.5.2 60% Design

The following items are included in the 60% Design Phase:

- 60% Plans
  - Cover and general sheets
  - Plan & profile sheets
  - Trenchless installation plan & profile sheets
  - Creek crossing details
  - Existing utility protection details
  - Standard project details
  - Cathodic protection plans and details
  - Electrical site plans, one-line diagrams and details
- 60% Technical Specifications
  - Preliminary technical specifications with emphasis on spiral welded steel pipe and large diameter valves

- Surge Analysis and Report
  - Hydraulic surge analysis utilizing information obtained from the BWD pump station surge analysis
  - Brief summary report on findings
  - Recommended minimum pipe thickness for design purposes
- Final Corrosion Report
- Technical Memorandum on Additional Design Considerations
  - Connections to valves and other appurtenances
  - Coatings for fittings and other appurtenances
  - Sampling ports
  - Internal and external access considerations
- 60% Design Review Workshop
  - Conduct workshop with CITY OF FAYETTEVILLE and CMAR to review 60% design submittal
  - Address comments from workshop
  - Review and comment on CMAR's 60% GMP
- ADH Submittal/Coordination
  - Address comments from ADH on 30% design submittal
  - Submit 60% design package for review
  - Address comments from ADH on 60% design submittal
  - Obtain ADH conditional approval on potential Early Work Packages (steel pipe, large diameter valves, trenchless installations)

2.5.3 90% Design

The following items are included in the 90% Design Phase:

- 90% Plans
  - Same as 60% plans, except to a final review level
- 90% Technical Specifications
  - Final review level technical specifications
- Roadway/Highway Crossing Permits
  - ARDOT crossings
  - City roadway crossings
  - County roadway crossings
- 90% Design Review Workshop
  - Conduct workshop with CITY OF FAYETTEVILLE and CMAR to review 90% design submittal
  - Address comments from workshop
  - Review and comment on CMAR's 90% GMP
- ADH Submittal/Coordination
  - Submit 90% design package for review
  - Address comments from ADH on 90% design submittal
  - Obtain ADH approval on overall project

2.5.4 100% Design

The following items are included in the 100% Design Phase:

- 100% Plans
  - Final signed and sealed plans for CMAR use in bidding/construction of work packages
- 100% Technical Specifications
  - Final signed and sealed specifications for CMAR use in bidding/construction of work packages

2.5.5 Early Work Packages

It is anticipated that the CMAR will issue Early Work Packages in order to meet the project schedule. Early Work Packages may include pipe procurement, valve procurement, clearing and grubbing, and trenchless installations. As such, the ENGINEER shall provide the following services in this task:

- Compilation of contract documents and submittal to ANRD for concurrence. Note that ANRD standard contract forms for construction must be used. All other contract documents shall be subject to approval by the CITY OF FAYETTEVILLE and ANRD. CMAR shall be responsible for preparing bid schedules for the Early Work Packages.
- Assist CMAR during the bidding phase of Early Work Packages:
  - Respond to bidder's questions and requests for information (RFIs)
  - Assist CMAR with the preparation of addenda
  - Attend bid openings
  - Review bid tabulations. CMAR shall be responsible for preparing bid tabulations.
  - Provide assistance to CITY OF FAYETTEVILLE on recommendation of award on Early Bid Packages.

3.0 Project Deliverables

3.1 Environmental Reports – PDF and one (1) hard copy of each:

3.1.1 Draft EID

3.1.2 Final EID

3.1.3 Cultural Resources Survey Report

3.1.4 T&E Species Evaluation Report

3.2 Supplemental Geotechnical Report – PDF and (1) hard copy.

3.3 60% Design Submittal – PDF and one (1) hard copy of each:

3.3.1 60% Plans (11x17 hard copy)

3.3.2 60% Technical Specifications

3.3.3 Surge Analysis Report

3.3.4 Final Corrosion Report

3.3.5 TM on Additional Design Considerations

3.4 90% Design Submittal – PDF and one (1) hard copy of each:

3.4.1 90% Plans (22x34 hard copy)

3.4.2 90% Technical Specifications

3.4.3 Roadway and Highway Crossing Permits

3.5 100% Design Submittal – PDF and one (1) hard copy of each:

3.5.1 100% Sealed Plans

3.5.2 100% Sealed Technical Specifications

3.6 Other electronic files as requested by the CITY OF FAYETTEVILLE.

4.0 Compensation

In consideration of the performance of the foregoing services by the ENGINEER, the CITY OF FAYETTEVILLE will by to the ENGINEER compensation as follows:

4.1 Compensation will be paid to the ENGINEER on the basis of ENGINEER's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. A task hour fee breakdown is provided as Appendix A-2. ENGINEER's current rate schedule is attached hereto as Appendix A-3.

4.2 The maximum not-to-exceed for Amendment No. 3 will be **$1,446,340.00**.

4.3 The maximum not-to-exceed total contract amount is increased from $1,547,085.000 to **$2,993,425.00**

5.0 Project Schedule

The ENGINEER will begin work under Amendment No. 3 immediately upon receipt of a Notice to Proceed (NTP). The overall anticipated project schedule is provided in *Exhibit A*.

6.0 Additional Future Services

Additional future services will include, but not be limited to the following:

- Bid Phase Services for Primary Work Package(s); and
- Construction Phase Services.

The scope for these future additional services will be defined by the ENGINEER and CITY OF FAYETTEVILLE prior to completion of the services under this Amendment No. 3, and will be authorized under future amendment(s) to this Agreement.

City of Fayetteville - West Corridor Water Transmission Main
Amendment No. 3 - Preliminary Design
Personnel Hour Fee Estimate
9/24/2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

Task Description	Sr. Project Manager	Project Manager	Structural Engineer	Project Engineer/ Designer	CAD/GIS Technician	Reg. Land Surveyor	Survey Technician	Field Survey Crew	Lab Tech I	Lab Tech II	Geotech Engineer	Extended Cost
Task 2.1 - Project Management and Coordination												
Biweekly Progress Meetings (24 total assumed)	48.00	48.00		48.00								$27,840.00
Water & Sewer Committee Meetings (3 total assumed)	12.00	12.00										$5,280.00
Other Stakeholder Meetings (12 total assumed)	24.00	24.00		6.00								$11,400.00
Property Owner Coordination/Meetings (15 assumed)		60.00		30.00								$15,600.00
Coorindation with ANRD on DWSRF Program Requirements	4.00	32.00		4.00								$7,640.00
Monthly Progress Reports (12 total assumed)	12.00	24.00		12.00								$9,240.00
Subtotal Labor Hours / Fee - Task 2.1	**100.00**	**200.00**	**0.00**	**100.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$77,000.00**
Estimated Reimbursable Expenses/Subconsultants												
Mileage												**$1,000.00**
Subtotal Reimbursable Expenses - Task 2.1												**$1,000.00**
Total Task 2.1 - Project Management and Coordination	**100.00**	**200.00**	**0.00**	**100.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$78,000.00**
Task 2.2 - Additional Surveying Services												
Additional Mapping of Surface Features								30.00				$4,950.00
Field Ties to Potholed Utilities								40.00				$6,600.00
Easement Staking								30.00				$4,950.00
Drafting						5.00	20.00					$2,300.00
QA/QC						5.00						$700.00
Subtotal Labor Hours / Fee - Task 2.2	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**10.00**	**20.00**	**100.00**	**0.00**	**0.00**	**0.00**	**$19,500.00**
Estimated Reimbursable Expenses/Subconsultants												
Mileage												**$500.00**
Utility Locates (Arkups)												**$500.00**
Subtotal Reimbursable Expenses - Task 2.2												**$1,000.00**
Total Task 2.2 - Additional Survey Services	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**10.00**	**20.00**	**100.00**	**0.00**	**0.00**	**0.00**	**$20,500.00**
Task 2.3 - Environmental Services												
Subconsultant Coordination	4.00	16.00										$4,040.00
Provide EID Info to Subconsultant	2.00	4.00		24.00								$4,620.00
Review EID and Coordinate with ANRD	4.00	8.00		8.00								$3,640.00
Agency Coordination	6.00	24.00		16.00								$8,300.00
Review Cultural Resources Survey Report	4.00	8.00		12.00								$4,200.00
Subtotal Labor Hours / Fee - Task 2.3	**20.00**	**60.00**	**0.00**	**60.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$24,800.00**
Estimated Reimbursable Expenses/Subconsultants												
Subconsulant - FTN Associates Ltd. (Environmental Information Document)												$10,000.00
Subconsulant - FTN Associates Ltd. (T&E Species Survey) - only if required and authorized by City of Fayetteville												$30,000.00
Subconsulant - Flat Earth Archeology, LLC (Cultural Resources Survey)												$30,000.00
Subtotal Reimbursable Expenses - Task 2.3												**$70,000.00**
Total Task 2.3 - Environmental Services	**20.00**	**60.00**	**0.00**	**60.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$94,800.00**
Task 2.4 - Additional Geotechnical Investigations												
Geotech Exploration & Field Services									40.00			$4,000.00
Lab Testing & Analysis (see below)												$0.00
Geotech Reporting & Coordination										20.00	10.00	$4,800.00
Subtotal Labor Hours / Fee - Task 2.4	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**40.00**	**20.00**	**10.00**	**$8,800.00**
Estimated Reimbursable Expenses/Subconsultants												
Equipment Mobilization/Demobilization (assume 2 truck rig mob/demob @ $300/EA; 2 track rig mob/demob @ $600/EA)												$1,800.00
Boring Setup (15 bores @ $40/EA)												$600.00
SPT Auger Drilling (assumed 300 LF @ $13/LF)												$3,900.00
Water-Based Rock Coring (Diamond Bit) (assumed 75 LF @ $40/LF)												$3,000.00
In-House Laboratory Testing (Moisture Content, Atterberg Limits, Gradation, Comp. Strength of Rock Cores)												$1,500.00
Third Party Laboratory Testing (Soil Resistivity, pH, Sulfates, Chlorides, Sulfides, Redox Potential)												$2,500.00
Pavement Patching (assumed 4 patches @ $35/EA)												$140.00
Diamond Rock Bits (assumed 2 bits @ $650/EA)												$1,300.00
Subtotal Reimbursable Expenses - Task 2.4												**$14,740.00**
Total Task 2.4 - Geotechnical Investigations	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**40.00**	**20.00**	**10.00**	**$23,540.00**
Task 2.5 - Final Design												
30% Design Review/Kickoff Workshop with City and CMAR	10.00	10.00		10.00								$5,800.00
60% Design												
60% Plans	100.00	240.00	60.00	340.00	640.00							$199,400.00
60% Technical Specifications	20.00	120.00	20.00	200.00								$59,400.00
Surge Analysis and Report (Review and Coordination with Sub)	10.00	40.00		40.00								$15,700.00
Final Corrosion Report (Review and Coordination with Sub)	10.00	20.00		20.00								$9,100.00
TM on Additional Design Considerations	10.00	20.00		40.00								$11,900.00
60% Design Review Workshop (incl. address comments)	20.00	20.00		40.00	40.00							$18,800.00
ADH Submittal/Coordination	20.00	40.00		100.00	60.00							$33,200.00
QA/QC	40.00	80.00	10.00	80.00	120.00							$51,400.00
90% Design												
90% Plans	80.00	160.00	20.00	240.00	440.00							$136,000.00
90% Technical Specifications	20.00	80.00	5.00	160.00								$43,500.00
Roadway/Highway Crossing Permits	10.00	40.00		120.00								$26,900.00
90% Design Review Workshop (incl. address comments)	20.00	20.00		40.00								$14,400.00
ADH Submittal/Coordination	20.00	40.00		100.00	60.00							$33,200.00
QA/QC	40.00	60.00	10.00	80.00	120.00							$47,600.00
100% Design												
100% Plans	10.00	40.00	10.00	100.00	200.00							$47,900.00
100% Technical Specifications	10.00	40.00	5.00	80.00								$22,200.00
QA/QC	10.00	20.00	10.00	40.00	40.00							$18,100.00
Early Work Packages												
Compile Contract Documents and Obtain ANRD Concurrence	10.00	30.00		30.00								$12,400.00
Bid Phase Assistance (up to 4 EWPs)	50.00	100.00	10.00	100.00	60.00							$53,900.00
Subtotal Labor Hours / Fee - Task 2.5	**520.00**	**1220.00**	**160.00**	**1960.00**	**1780.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$860,800.00**
Estimated Reimbursable Expenses/Subconsultants												
Mileage												$1,000.00
Subconsultant - Coffman Engineers (Corrosion Protection Design)												$38,200.00
Subconsultant - Brown Engineers (Electrical)												$6,500.00
Subconsultant - Bennett Trenchless Engineers (Trenchless Design)												$100,000.00
Subconsultant - Black & Veatch (Surge Analyis)												$20,000.00
Subconsultant - Carollo (Technical Advisor/QAQC on TMs)												$203,000.00
Subtotal Reimbursable Expenses - Task 2.5												**$368,700.00**
Total Task 2.5 - Final Design	**520.00**	**1220.00**	**160.00**	**1960.00**	**1780.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$1,229,500.00**
GRAND TOTAL AMENDMENT NO. 2	**640.00**	**1480.00**	**160.00**	**2120.00**	**1780.00**	**10.00**	**20.00**	**100.00**	**40.00**	**20.00**	**10.00**	**$1,446,340.00**

8/7/2023
McCLELLAND CONSULTING ENGINEERS, INC.
***STANDARD HOURLY RATES**

Chief Draftsman	**$110 - $120**
Clerical	**$45 - $85**
Construction Observer	**$75 - $165**
Draftsman	**$70 - $120**
Environmental Scientist/Designer	**$125 - $145**
Geotech Engineer	**$125 - $200**
GIS Technician	**$80 - $140**
HR/Payroll Admin	**$75-$115**
Landscape Architect	**$95 - $200**
Media Specialist	**$85 - $120**
Principal	**$185 - $275**
Project Accountant	**$70 - $155**
Project Designer - Intern	**$50 - $80**
Project Designer	**$80 - $165**
Project Engineer	**$120 - $175**
Project Manager	**$130 - $210**
Registered Land Surveyor	**$100 - $175**
Soils Lab Technician	**$50 - $140**
Specification Writer	**$50 - $100**
Sr. Project Manager	**$160 - $250**
Structural Engineer	**$140 - $180**
Survey (2 man or Robotic) Crew	**$115 - $165**
Survey (3 man) Crew	**$150 - $200**
Survey Field (1 Man or Rodman)	**$45 - $120**
Survey GPS	**$75 - $135**
Survey Technician	**$65 - $110**
Expenses	**@ Cost**
Mileage	**.705/mi**

**** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.***

EXHIBIT A

City of Fayetteville - West Corridor Water Transmission Main
Amendment No. 3 - Preliminary Design
Preliminary Schedule - **DRAFT**
9/1/2023

	2023				2024				2025				2026			
Project Phase	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**
Easment Acquisition (Current Contract)																
60% Design																
90% Design																
100% Design																
Early Work Packages																
Construction																

RESOLUTION NO. 120-12

A RESOLUTION APPROVING A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF $388,600.00 FOR WATER TRANSMISSION LINE LAYOUT AND EASEMENT ACQUISITION RELATED TO A THIRD CONNECTION TO BEAVER WATER DISTRICT

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 contract with McClelland Consulting Engineers, Inc. in the amount of $388,600.00 for water transmission line layout and easement acquisition related to a third connection to Beaver Water District. A copy of the contract is attached to this Resolution as Exhibit "A".

PASSED and **APPROVED** this 5th day of June, 2012.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

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

Resolution: 179-21

File Number: 2021-0436

MCCLELLAND CONSULTING ENGINEERS, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF $261,000.00 FOR EASEMENT ACQUISITION SUPPORT FOR THE WEST WATER TRANSMISSION LINE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 5th, 2012, the City Council approved Resolution No. 120-12, approving a contract with McClelland Consulting Engineers, Inc. for the water transmission line layout and easement acquisition related to a third connection to Beaver Water District; and

WHEREAS, Amendment No. 1 will provide the necessary funds to acquire the remaining 53 easements over the next 3 years.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. in the amount of $261,000.00 for easement acquisition support for the West Water Transmission Line Project.

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.

PASSED and APPROVED on 7/6/2021

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

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

Resolution: 200-22

File Number: 2022-0777

MCCLELLAND CONSULTING ENGINEERS, INC. AMENDMENT NO. 2:

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF $897,485.00 FOR PRELIMINARY ENGINEERING DESIGN FOR THE WEST CORRIDOR WATER TRANSMISSION LINE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 5th, 2012, the City Council approved Resolution No. 120-12, approving a contract with McClelland Consulting Engineers, Inc. for the water transmission line layout and easement acquisition related to a third connection to Beaver Water District; and

WHEREAS, Amendment No. 2 will provide the necessary funds for preliminary design, permit consulting services and associated coordination with state and federal agencies, geotechnical investigations, and additional topographic surveys in the project corridor.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. in the amount of $897,485.00 for preliminary engineering design for the West Corridor Water Transmission Line Project.

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.

PASSED and APPROVED on 9/6/2022

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1128

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

DATE:

SUBJECT: **ARDOT Cost Share for widened sidewalks along Wedington Drive**

RECOMMENDATION:
Staff recommends approval of a payment to the Arkansas Department of Transportation in the amount of $45,437 with $25,000 in contingency to construct a 10 foot wide shared use paved trail instead of a proposed 5-foot wide sidewalk along the north side of Wedington Dr. (Hwy. 16/112 Spur) from Steamboat Drive to Salem Road and approval of a budget adjustment.

BACKGROUND:
The city has worked with the Arkansas Department of Transportation (ARDOT) over the past 7 years to include a shared-use paved trail in association with the interchange improvements at I-49 and Wedington Drive. In 2017, the City was awarded a Transportation Alternatives Program grant in the amount of $332,000 to fund the costs directly associated with widening the new bridge over I-49 to accommodate a shared use path.

In May of 2021, the City agreed to pay $199,940 to ARDOT by resolution 137-21 for the cost to widen 5-foot-wide sidewalks to a 10-foot-wide trail extending out from the bridge over I-49 west to Steamboat Dr. and east to the north bound I-49 on Ramp. In September of 2022, another cost share was approved in the amount of $48,511.28 to extend the 10-foot-wide sidewalk east to Futrall Dr.

With these previous approvals, a 10-foot-wide shared use trail will be constructed along the north side of Wedington Dr. between Steamboat Dr. and Futrall Dr. This proposed cost share will extend the shared use paved trail west from Steamboat Dr. to Salem Rd.

DISCUSSION:
ARDOT has agreed to process a change order to the construction contract for the installation of a 10-foot-wide shared-use paved trail in lieu of the planned 5-foot sidewalk. Also included in the proposal is expanding the green space separation from the planned 3 feet to 5 feet of green space to create additional buffer space from the busy highway. This is the most cost-efficient time to expand the sidewalk and construct the shared-use trail as shown on the Active Transportation Plan.

BUDGET/STAFF IMPACT:
Funding in the amount of $45,437 and $25,000 in contingency has been allocated through the 2022 trails bond program.

ATTACHMENTS: SRF (#3), BA (#4)

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

File #: 2023-1128

ARDOT Cost Share for widened sidewalks along Wedington Drive

A RESOLUTION TO APPROVE A PAYMENT TO THE ARKANSAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF $45,437.00 TO CONSTRUCT A 10 FOOT WIDE SHARED USE PAVED TRAIL ALONG THE NORTH SIDE OF WEDINGTON DRIVE FROM STEAMBOAT DRIVE TO SALEM ROAD, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $25,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in 2017, the City was awarded a Transportation Alternatives Program Grant for the costs associated with widening the new Wedington Drive bridge over I-49 to accommodate a shared use path; and

WHEREAS, since that time, the City Council has authorized payments to ARDOT to widen the planned 5-foot wide sidewalks to a 10-foot wide shared use paved trail from Steamboat Drive to Futrall Drive; and

WHEREAS, ARDOT has now agreed to widen the planned sidewalk to a 10-foot wide shared use paved trail from Steamboat Drive west to Salem Road as shown in the City's Alternative Transportation Plan.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a payment to ARDOT in the amount of $45,437.00 to construct a 10-foot wide shared use paved trail along the north side of Wedington Drive from Steamboat Drive to Salem Road, and futher approves a project contingency in the amount of $25,000.00.

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

City of Fayetteville Staff Review Form

2023-1128

Legistar File ID

10/17/2023

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

Matt Mihalevich	9/22/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a payment to the Arkansas Department of Transportation in the amount of $45,437 with $25,000 in contingency to construct a 10 foot wide shared use paved trail instead of a proposed 5-foot wide sidewalk along the north side of Wedington Dr. (Hwy. 16/112 Spur) from Steamboat Drive to Salem Road and approval of a budget adjustment.

Budget Impact:

4703.860.7300-5814.05	4603 - Trails Project 2019 Bonds
Account Number	Fund
46030.7300.1000	Misc. Trail Improvements Wedington Side Path (Hwy16/112 Spur)
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	48,512.00
		Funds Obligated	$	48,511.28
		Current Balance	**$**	**0.72**
Does item have a cost?	Yes	Item Cost	$	45,437.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	70,437.00
		Remaining Budget	**$**	**25,000.72**

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 137-21

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

ARKANSAS DEPARTMENT OF TRANSPORTATION
ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director
DISTRICT FOUR: 808 Frontier Road | Barling, AR 72923 | P.O. Box 11170 | Fort Smith, AR 72917-1170
Phone: 479.484.5306 | Fax: 479.484.5300
D4 COUNTIES: Crawford, Franklin, Polk, Scott, Sebastian, Washington

September 18, 2023

Mr. Chris Brown
Public Works Director/City Engineer
113 W. Mountain Street
Fayetteville, AR 72701

RE: Job 040847-Hwy 16/112S Interchange
Request for cost share to widen sidewalks

Dear Mr. Brown
Reference is made to your letter dated September 13, 2023 in which you request to widen the concrete walks on the north side of Wedington and along the west side of Shiloh. The work involved along the west side of Shiloh would be cumbersome due to the drainage elements needed to convey the trail through the access points and the potential conflicts with existing utility franchises. Therefore, the Department is unable to accommodate this portion of your request under the referenced project. As it pertains to the north side of Wedington, the Department may be able to accommodate your request. Utilizing a 10 foot trail with 5 feet of greenspace would result in the proposed trail being constructed on right of way but the foreslope off of the right of way. The additional costs associated with this proposal are estimated at $45,437. With the City's acquisition of needed easements, the Department can progress in prosecuting a change order with exact costs. With the extension of the easements to the Department, and upon receiving payment for the additional costs, a change order will be initiated. The needed easements will be 10' outside the proposed right of way between Stations 112+00 and 120+25. If you have any questions, please don't hesitate to contact this office.

Sincerely,

Bashar Qedan

Bashar Qedan
Resident Engineer

BQ/jdk

C/ State Construction Engineer
District Four Engineer
Job File

DATE	DATE FILMED	DATE REVISED	DATE FILMED	FED.RD. DIST.NO.	STATE	FED.AID PROJ.NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.		040847	154	533

(2) PERMANENT PAVEMENT MARKING DETAILS

HWY. 16/112S
THERMOPLASTIC PAVEMENT MARKINGS

6" WHITE = 4,518 LIN. FT.
6" SKIP WHITE = 2,579 LIN. FT.
6" DOTTED WHITE = 170 LIN. FT.
6" YELLOW = 338 LIN. FT.
6" DBL. YELLOW = 1,655 LIN. FT.
6" SKIP YELLOW = 85 LIN. FT.
12" WHITE = 2,120 LIN. FT.

RT. TURN ARROW = 13 EA.
LT. TURN ARROW = 15 EA.
RT. TURN/THRU ARROW = 1EA.
LT. TURN/THRU ARROW = 1EA.
WORD "ONLY" = 25 EA.

ENHANCED THERMOPLASTIC PAVEMENT MARKINGS
12" WHITE = 60 LIN. FT.
12" DOTTED WHITE = 115 LIN. FT.

REFLECTORIZED PAVEMENT MARKINGS
10" WHITE = 471LIN. FT.

RAISED PAVEMENT MARKERS
TYPE II (RED/WHITE) = 174 EA.
TYPE II (YELLOW/YELLOW) = 4 EA.

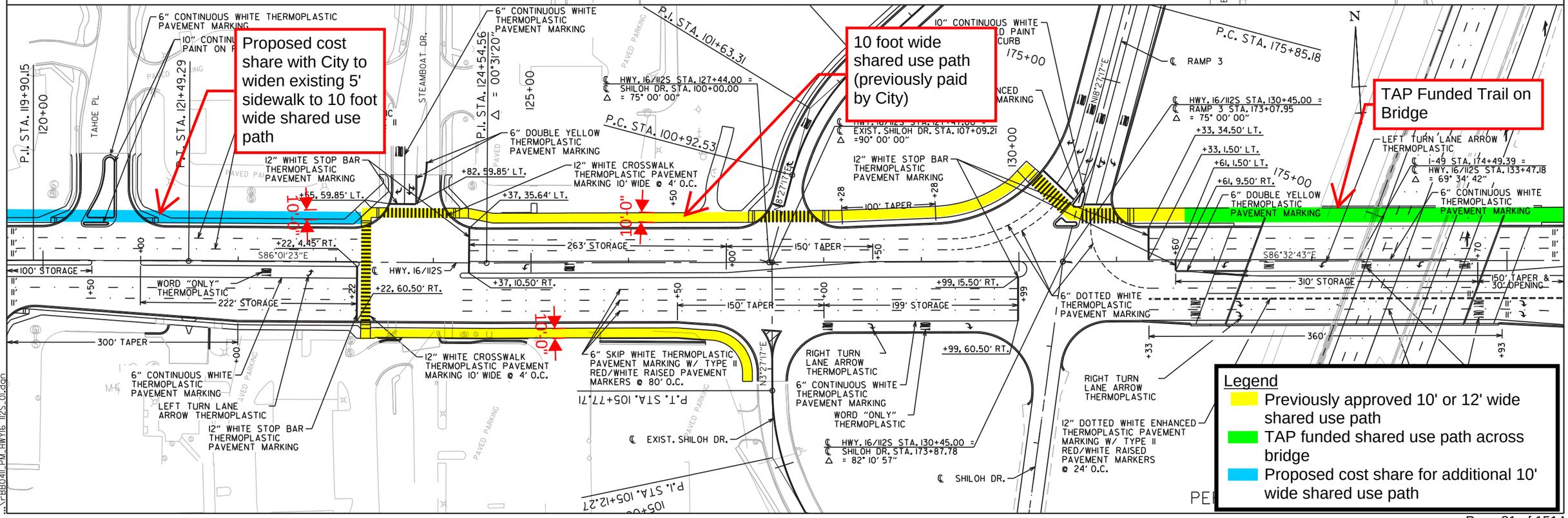
STA. 111+44.50
BEGIN JOB 040847
LOG MILE 12.96

SALEM RD.

WORD "ONLY" THERMOPLASTIC
LEFT TURN LANE ARROW THERMOPLASTIC
RIGHT TURN/THRU LANE ARROW THERMOPLASTIC
6" CONTINUOUS WHITE THERMOPLASTIC PAVEMENT MARKING
12" WHITE STOP BAR THERMOPLASTIC PAVEMENT MARKING
6" CONTINUOUS WHITE THERMOPLASTIC PAVEMENT MARKING
6" DOUBLE YELLOW THERMOPLASTIC PAVEMENT MARKING
℄ HWY. 16/112S
S87°05'34"E
6" SKIP YELLOW THERMOPLASTIC PAVEMENT MARKING W/ TYPE II YELLOW/YELLOW RAISED PAVEMENT MARKERS @ 80' O.C.
12" WHITE STOP BAR THERMOPLASTIC PAVEMENT MARKING
12" WHITE CROSSWALK THERMOPLASTIC PAVEMENT MARKING 10' WIDE @ 4' O.C.
6" CONTINUOUS YELLOW THERMOPLASTIC PAVEMENT MARKING
6" SKIP WHITE THERMOPLASTIC PAVEMENT MARKING W/ TYPE II RED/WHITE RAISED PAVEMENT MARKERS @ 80' O.C.
LEFT TURN LANE ARROW THERMOPLASTIC
WORD "ONLY" THERMOPLASTIC
6" DOUBLE YELLOW THERMOPLASTIC PAVEMENT MARKING
RIGHT TURN LANE ARROW THERMOPLASTIC
6" DOTTED WHITE THERMOPLASTIC PAVEMENT MARKING
10" CONTINUOUS WHITE REFLECTORIZED PAINT ON FACE OF CURB
6" CONTINUOUS WHITE THERMOPLASTIC PAVEMENT MARKING
+21, 66.45' LT.
+71, 40.78' LT.
12" WHITE STOP BAR THERMOPLASTIC PAVEMENT MARKING
+88, 64.93' LT.
+42, 4.76' LT.
+73, 5.50' LT.
+85, 5.50' LT.
+86, 16.00' RT.
+43, 47.23' RT.
60' TAPER
+50, 76.95' RT.
+00, 76.95' RT.
12" WHITE STOP BAR THERMOPLASTIC PAVEMENT MARKING
RIGHT TURN LANE ARROW THERMOPLASTIC
6" CONTINUOUS WHITE THERMOPLASTIC PAVEMENT MARKING
WORD "ONLY" THERMOPLASTIC
LEFT TURN LANE ARROW THERMOPLASTIC
6" DOUBLE YELLOW THERMOPLASTIC PAVEMENT MARKING
6" CONTINUOUS WHITE THERMOPLASTIC PAVEMENT MARKING
P.I. STA. 114+29.67
△ = 00°16'26" RT.
115+00
6" SKIP WHITE THERMOPLASTIC PAVEMENT MARKING W/ TYPE II RED/WHITE RAISED PAVEMENT MARKERS @ 80' O.C.
6" CONTINUOUS WHITE THERMOPLASTIC PAVEMENT MARKING
10" CONTINUOUS WHITE REFLECTORIZED PAINT ON FACE OF CURB
P.C. STA. 118+31.00
100' LANE SHIFT
300' TAPER & 30' OPENING
260' STORAGE
150' TAPER
100' STORAGE
300' TAPER
P.I. STA. 119+90.15
120+00
TAHOE PL
MARVIN AVE.
BETTY J...
MH
N

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 18634
JESSIE TYLER MONCRIEF
07/29/2020

Proposed cost share with City to widen existing 5' sidewalk to 10 foot wide shared use path



7/28/2020
11:26:44 AM
K:\PROJECTS\040847\ENGR\PLANS\PM_HWY16_112S_01.dgn

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Matt Mihalevich	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

The budget adjustment is necessary to move Trail Bond funds from unallocated budget to the trail improvements account for payment to the Arkansas Department of Transportation in the amount of $45,437 with $25,000 in contingency to construct a 10 foot wide shared use paved trail instead of a proposed 5-foot wide sidewalk along the north side of Wedington Dr. (Hwy. 16/112 Spur) from Steamboat Drive to Salem Road.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1128**

Holly Black
9/29/2023 9:29 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4703.860.7300-5814.05	45,437	-	46030	7300.1000	EX	Improvements - Trails
4703.860.7300-5911.99	25,000	-	46030	7300.1000	EX	Contingency - Capital Project
4703.860.7999-5899.00	(70,437)	-	46030	7999	EX	Unallocated - Budget
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1140

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Lee Farmer, Recreation Superintendent

DATE:

SUBJECT: **Approval of contract for batting cages at Gary Hampton Softball Complex**

RECOMMENDATION:
Resolution to approve the purchase and installation of batting cages at Gary Hampton Softball Complex from Playcore Wisconsin, Inc d/b/a GameTime, pursuant to Omnia Cooperative Purchasing Program in the amount of $168,727.72 and $8,440 in project contingency, and approve an associated budget adjustment.

BACKGROUND:
Gary Hampton Softball Complex opened in the spring of 2000 and hosts youth softball leagues, adult softball leagues, youth and adult softball tournaments and youth baseball tournaments. The complex has seen several improvements over the years, including the installation of synthetic turf in 2019, but does not have batting cages.

DISCUSSION:
Batting cages are an integral amenity to both softball and baseball. The addition of batting cages to Gary Hampton Softball Complex will improve the complex amenities, allowing teams to utilize batting cages for community use, league practices and tournament play. This addition will make the complex more equitable to other sports complexes in our park system that have batting cages.

BUDGET/STAFF IMPACT:
The proposal to install batting cages at Gary Hampton Softball Complex will cost $168,727.72 and $8,440 in project contingency, including materials and labor, and is being funded through Park Land Dedication Funds in the NW Quadrant.

ATTACHMENTS: SRF (#3), BA (#4), Gary Hampton Batting Cage - Quote (#5)

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

File #: 2023-1140

Approval of contract for batting cages at Gary Hampton Softball Complex

A RESOLUTION TO APPROVE THE PURCHASE OF BATTING CAGES FOR THE GARY HAMPTON SOFTBALL COMPLEX FROM PLAYCORE WISCONSIN, INC. D/B/A GAMETIME IN THE AMOUNT OF $168,727.72, PURSUANT TO AN OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $8,440.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of batting cages for Gary Hampton Softball Complex from Playcore Wisconsin, Inc. d/b/a GameTime, including installation services, in the amount of $168,727.72, pursuant to an OMNIA Partners cooperative purchasing agreement, and further approves a project contingency in the amount of $8,440.00.

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

2023-1140

Item ID

10/17/2023

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

Lee Farmer	9/26/2023	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Resolution to approve the purchase and installation of batting cages at Gary Hampton Softball Complex from Playcore Wisconsin, Inc d/b/a GameTime, pursuant to Omnia Cooperative Purchasing Program in the amount of $168,727.72 along with a 5% project contingency of $8,440 and to approve an associated budget adjustment.

Budget Impact:

2250.520.9256-5806.00	Park Development
Account Number	Fund
02013.1802	Gary Hampton Softball Complex Improvmnts.
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	15,545.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	15,545.00
Does item have a direct cost?	Yes	Item Cost	$	168,728.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	161,623.00
		Remaining Budget	$	8,440.00

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Request to recognize Park Land Dedication (PLD) funds from the Northwest quadrant of $161,623 to be used in addition to the $15,545 currently available in project 02013.1802 (Gary Hampton Softball Complex Improvements). This will provide $168,728 necessary to purchase and install batting cages and a 5% project contingency of $8,440. The work is to be completed by Playcore Wisconsin, Inc. d/b/a GameTime, pursuant to Omnia Cooperative Purchasing Program.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1140**

Holly Black
9/28/2023 9:12 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	161,623	161,623				
2250.520.9256-5806.00	153,183	-	02013	1802	EX	Improvements - Park
2250.520.9256-4419.00	-	161,623	02013	1802	RE	Greenspace Fees - NW
2250.520.9256-5911.99	8,440	-	02013	1802	EX	Contingency - Capital Project
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/26/2023
Quote #
167010-01-03

Gary Hampton Batting Cage- Option 3

Fayetteville Parks and Recreation
Attn: Alison Jumper
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-444-3469
ajumper@fayetteville-ar.gov

Ship to Zip 72701

Quantity	Part #	Description	Unit Price	Amount
2516	TURF	GT-Impax - Performx Xtreme- Includes: Field Green color, backing: 5MM, Power Claw (5 gal), materials, freight, and installation. Note: To be installed over existing concrete (by others)	$14.04	$35,324.64
1	INSTALL	MISC - Batting Cages & Install	$37,375.00	$37,375.00
2748	INSTALL	MISC - Concrete Pad Complete 34x74 Pourous Concrete Sidewalk, Concrete Edging	$23.46	$64,468.08
5300	INSTALL	MISC - Excavation, Grading, Dirt Work, and Site Restoration	$1.54	$8,162.00
1	INSTALL	MISC - Drainage System, Swale, Drain Box	$11,112.00	$11,112.00
1	INSTALL	MISC - Demolition of Trees & Stumps	$8,025.00	$8,025.00
1	INSTALL	MISC - Utility Locate Private Line Hiring Locator	$1,050.00	$1,050.00
1	BONDS	MISC - Performance & Payment Bonds	$3,211.00	$3,211.00
Contract: OMNIA #2017001134			**Sub Total**	$168,727.72
			Total	**$168,727.72**

Comments

*** Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.**

*** PlayCore Wisconsin, Inc, State of Arkansas Contractors License #0177400422**

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/26/2023
Quote #
167010-01-03

Gary Hampton Batting Cage- Option 3

GAMETIME - TERMS & CONDITIONS:

- PRICING: **Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.)**. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding $300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/26/2023
Quote #
167010-01-03

Gary Hampton Batting Cage- Option 3

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number:_____ Date: _____

Purchase Amount: **$168,727.72**

SALES TAX EXEMPTION CERTIFICATE #:_____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____ _____
Salesperson's Signature Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1167

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops
Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE:

SUBJECT: **Approval of Contract Amendment #2 with Titan Lawn and Landscape, LLC to increase payments to the contractor in the 2024 renewal period by 4.5% with any future annual renewals increased by 3%.**

RECOMMENDATION:
Staff recommends approval of contract amendment #2 with Titan Lawn and Landscape, LLC to increase payments to the contractor in the 2024 renewal period by 4.5% with any future annual renewals increased by 3%.

BACKGROUND:
On May 3, 2022, City Council approved resolution 94-22 to award RFP 22-03 and authorized a contract with Titan Lawn & Landscape LLC for mowing services for Park and Public ROW areas. The contract also provided hourly rates for Landscape Maintenance, Drainage, and Irrigation services.

On March 21, 2023, City Council approved resolution 78-23 to approve Amendment #1 to provide a trash removal service scope in order to remove trash from unsanctioned camps.

DISCUSSION:
Since the original contract was approved, the contractor has utilized the original pricing for 2022 and 2023 with no increase. With rising costs due to inflation and expenses, the contractor has asked for a 4.5% increase to the contract in 2024 and a 3% increase for subsequent annual renewal periods.

The contractor has performed quality and timely work since the inception of the contract. They have also been utilized by several other departments within the City to offset staff labor for mowing and other services. In addition, the City also amended the original contract in order to add a trash removal scope for unsanctioned camp cleanups, which the contractor has done an excellent job.

The City has received excellent service from the contractor and the request in price is understandable and reasonable given the current inflation and state of the economy and work force shortage. This price increase is needed to maintain the contract and the services provided to multiple departments.

BUDGET/STAFF IMPACT:

The current pricing in the contract with Titan Lawn & Landscape, LLC is:

Landscape Maintenance	$45/hr
Mowing	$35/hr
Drainage	$45/hr
Irrigation	$45/hr
Trash Cleanup (Amendment #1)	$67.50/hr

These prices will increase by 4.5% in 2024 and 3% each year for any subsequent annual approvals. Each department that utilizes the contract budgets for this expense in their annual operating budget. These price increases will be subject to City Council approval of the annual budget.

ATTACHMENTS: SRF (#3), Titan Lawn & Landscape Amendment #2 (#4)

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

File #: 2023-1167

Approval of Contract Amendment #2 with Titan Lawn and Landscape, LLC to increase payments to the contractor in the 2024 renewal period by 4.5% with any future annual renewals increased by 3%.

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH TITAN LAWN AND LANDSCAPE, LLC TO INCREASE PAYMENTS FOR THE 2024 RENEWAL PERIOD BY 4.5%, AND TO INCREASE PAYMENTS FOR FUTURE ANNUAL RENEWALS BY 3%

WHEREAS, on May 3, 2022, the City Council approved Resolution 94-22 and authorized a contract with Titan Lawn & Landscape, LLC for mowing services for Park and Public ROW areas and to provide hourly rates for Landscape Maintenance, Drainage, and Irrigation services; and

WHEREAS, on March 21, 2023, the City Council approved Resolution 78-23 authorizing Amendment No. 1 to expand the scope of services to include trash removal from unsanctioned camps.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the contract with Titan Lawn and Landscape, LLC to increase payments for the 2024 renewal period by 4.5%, and to increase payments for future annual renewals by 3%.

City of Fayetteville Staff Review Form

2023-1167

Item ID

10/17/2023

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

Byron Humphry	9/28/2023	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Contract Amendment #2 with Titan Lawn and Landscape, LLC to increase payments to the contractor in the 2024 renewal period by 4.5% with any future annual renewals increased by 3%.

Budget Impact:

Multiple	Multiple
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	394,335.37
		Expenses (Actual+Encum)	$	394,335.37
		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 # 94-22

Change Order Number:

Approval Date: 5/3/2022

Original Contract Number: 2022-39

Comments: Financial section shows current Titan contract budget and expenses.

City of Fayetteville
Contract Amendment #2
Mowing Services Contract – Resolution 94-22

This contract amendment executed this ____ day of _____, 2023, between the City of Fayetteville, Arkansas, and Titan Lawn & Landscape LLC In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Upon budget approval by the City Council, the term of the Contract is renewable for three (3) additional one (1) year terms. For the 2024 renewal period, payments to the Contractor shall be increased by the amount of four and a half percent (4.5%) and any future renewal periods after 2024 shall be increased by the amount of three percent (3%). Renewals will be subject to budget approval from the annual budget from City Council.

3. The Contract documents which comprise the contract between the City of Fayetteville and Titan Lawn & Landscape LLC shall include this Amendment and the following documents attached hereto, and made a part hereof for the remainder of the contract:
   A. Request for fee increase – Received from Roy Lovell 8.1.2023

WITNESS OUR HANDS THIS_____DAY OF _____, 2023.

CONTRACTOR NAME

By: _____
Signature

Roy Lovell - owner
Printed Contractor Name & Title

_____
ATTEST *(Signature)*

Stephanie A. Lovell
Company Secretary *(Printed Name)*

Business Address

6250 W. Wedington Dr.
City, State & Zip Code Fayetteville, AR 72704

Date Signed: 8-1-2023

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

_____
ATTEST: *(Signature)*

_____
Kara Paxton, City Clerk, Treasurer

Date Signed: _____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1142

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Waylon Abernathy, Bond Projects & Construction Dir
Paul Becker, Chief Financial Officer

FROM: Quin Thompson, Facilities & Bldg Maint Manager

DATE:

SUBJECT: **Approval of Change Order No. 1 to the contract with EVANS CONSTRUCTION AND REMODELING,LLC in the amount of $8,775.00 for the re-roofing project at Wilson Park Historical Cabins**

RECOMMENDATION:
Staff recommends approval of Change Order No. 1 to the Contract with EVANS CONSTRUCTION AND REMODELING,LLC in the amount of $8,775.00 for additional construction associated with the Wilson Park Historic Structures Roofing Project.

BACKGROUND:
At the July 18, 2023 meeting, Council passed resolution 154-23, approving a contract with Evans Construction and Remodeling, LLC in the amount of 43,245.00 for replacement of roofs on three historic City-owned buildings in Wilson Park.

DISCUSSION:
During the demolition phase of the project, it was found that the structural roof decking was in poor condition in multiple areas, requiring removal and replacement of roof and decking material exceeding the original scope of work.

BUDGET/STAFF IMPACT:
This change order is funded through 4470 Sales Tax Capital Improvement Funds.

ATTACHMENTS: SRF (#3), BA (#4), CO1 Decking (#5)

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

File #: 2023-1142

Approval of Change Order No. 1 to the contract with EVANS CONSTRUCTION AND REMODELING,LLC in the amount of $8,775.00 for the re-roofing project at Wilson Park Historical Cabins

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF $8,775.00 FOR ADDITIONAL CONSTRUCTION ASSOCIATED WITH THE WILSON PARK HISTORIC STRUCTURES ROOFING PROJECT

WHEREAS, on July 18, 2023, the City Council approved Resolution # 154-23 authorizing a contract with Evans Construction and Remodeling, LLC for replacement of roofs on three historic City-owned buildings in Wilson Park; and,

WHEREAS, during the demolition phase of the project, it was found that the structural roof decking was in poor condition in multiple areas, requiring removal and replacement of roof and decking material exceeding the original scope of work.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 with Evan Construction and Remodeling, LLC in the amount of $8,775.00 for additional construction associated with the Wilson Park Historic Structures Roofing Project.

City of Fayetteville Staff Review Form

2023-1142

Item ID

10/17/2023

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

Quin Thompson	9/27/2023	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Change Order No. 1 to the contract with EVANS CONSTRUCTION AND REMODELING,LLC in the amount of $8,775.00 for additional construction associated with the Wilson Park Historical Cabins roofing project and approval of a budget adjustment.

Budget Impact:

4470.140.8900-5315.00	4470-Sales Tax Capital
Account Number	Fund
02046.2301	Building Impr - Wilson Park Historical Cabins
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	75,000.00
		Expenses (Actual+Encum)	$	41,230.66
		Available Budget	$	**33,769.34**
Does item have a direct cost?	Yes	Item Cost	$	8,775.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	8,775.00
		Remaining Budget	$	**33,769.34**

V20221130

Purchase Order Number: 2023-626

Previous Ordinance or Resolution # 154-23

Change Order Number: 1

Approval Date: 7/18/2023

Original Contract Number: 2023-38

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	FACILITIES MANAGEMENT (140)	
	Requestor: Quin Thompson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of Change Order No. 1 to the contract with EVANS CONSTRUCTION AND REMODELING, LLC in the amount of $8,775.00 for additional construction associated with the Wilson Park Historical Cabins roofing project.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1142**

Holly Black
9/28/2023 2:17 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

TOTAL	8,775	8,775				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4470.140.8900-5315.00	8,775	-	02046	2301	EX	Contract Services
4470.001.9470-4999.99	-	8,775			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

Evans Construction and Remodeling LLC
1123 Crutcher St
Springdale, AR
479-530-0801



Date
8/14/23
Invoice
814232

Job Name and Address

City of Fayetteville
Wilson Park Bldg
675 N Park Ave.
Fayetteville AR
Attn: Matt Byron

Change order

Add 26 SQ of new roof decking over existing roof decking	$4,225.00
Remove 23.67 SQ flat roof down to decking	$1,820.00
Add 300 LF Parapet Cap	$2,730.00
Material and Labor	**$8,775.00**

Thank You
Randy

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1130

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Mike Reynolds, Police Chief

FROM: Kathleen Stocker, Dispatch Manager

DATE:

SUBJECT: **Approval of a resolution to authorize reimbursement to Washington County for 911 equipment and maintenance costs**

RECOMMENDATION:
Staff recommends approval of a resolution to reimburse Washington County for leased 911 equipment in the amount of $220,000 and up to $99,000 in annual maintenance costs.

BACKGROUND:
The City of Fayetteville has been part of the Washington County 911 system since 911 was first implemented in Washington County in 1988. This original 911 system was funded from a 5% surcharge on basic local telephone service on all landline phones located inside Washington County. As cell phones emerged and became more popular, there has been an obvious reduction of landline telephone customers in Washington County, and today, the 5% surcharge alone does not produce enough revenue to fund the 911 equipment and maintenance in Washington County.

In 2019, the Arkansas Public Safety Communications and Next Generation 911 Act of 2019 was passed and replaced the Arkansas Public Safety Communication Act of 1985. This act provides a method of funding for political subdivisions, subject to the jurisdiction of the Arkansas 911 Board, which allows the chief executive to implement, operate, and maintain a public safety answering point (PSAP).

This Act also tasked the Arkansas 911 Board with disbursing revenues in the following manner:

- Not less than 83.75% of the total monthly revenues shall be distributed on a population basis to each political subdivision operating a public safety answering point that has the capability of receiving 911 calls on a dedicated 911 trunk line for expenses incurred for answering, routing, and proper disposition of 911 calls, including payroll costs, readiness costs, and training costs associated with wireless, voice over internet protocol (VoIP), and nontraditional 911 calls.
- The population is based on the latest federal decennial census.

Certification with the Board is required on an annual basis. This includes providing an explanation and accounting of funds by the city or county and expenditures of the funds received for the previous calendar year, along with a copy of the budget for the previous calendar year and a copy of the year-end appropriation and expenditure analysis.

Revenue is collected in the following manner:

- Commercial mobile radio services are levied a public safety charge in the amount of $1.30 per commercial mobile radio service connection that has a place of primary use in the State of Arkansas. (Wireless communication device such as cell phone).
- Nontraditional telephones are levied a public safety charge in an amount of $1.30 per nontraditional service connection that has a place of primary use within the State of Arkansas.
- Voice over internet protocol is levied a public safety charge in an amount of $1.30 per month per voice over internet protocol connection that has a place of use in the State of Arkansas.
- Prepaid Wireless charge – for each retail transaction occurring in this state, a seller of prepaid wireless services shall collect 10% of the value of the prepaid wireless service.

Advances in technology, such as wireless devices, have largely replaced landlines. Fees collected from these devices primarily support the funding managed by the Arkansas 911 Board.

DISCUSSION:
Each PSAP (Washington County, Fayetteville, and Springdale), along with the University of Arkansas, handles overflow and default calls and can provide support in emergency situations. As a result, it's critical for the continuity of operations that all three PSAPs, along with the University of Arkansas, remain on the same system; this is why Washington County hosts the 911 system to include the lease agreements for the equipment and maintenance.

Funding from the 2019 Public Safety Act is distributed directly to the City of Fayetteville for their PSAP every quarter. Fayetteville, Springdale, and the University of Arkansas are responsible for reimbursing Washington County for their share of the 911 system, including maintenance and equipment costs. The equipment lease with Washington County is reimbursed and renewed every five years, and a maintenance fee is reimbursed to them annually over this five-year term.

BUDGET/STAFF IMPACT:
The Fayetteville Central Dispatch Center has $220,000 for leasing the equipment and $99,000 annual maintenance costs in the approved 2023 operating budget for this expense.

ATTACHMENTS: SRF (#3), Memo 911 DCOP Recommendations (#4), Patrick Deakins Memo (#5), AT&T Invoice (#6)

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

File #: 2023-1130

Approval of a resolution to authorize reimbursement to Washington County for 911 equipment and maintenance costs

A RESOLUTION TO APPROVE A PAYMENT TO WASHINGTON COUNTY FOR REIMBURSEMENT OF COSTS FOR LEASED 911 EQUIPMENT IN THE AMOUNT OF $220,000.00 AND MAINTENANCE COSTS OF UP TO $99,000.00

WHEREAS, The City of Fayetteville has been part of the Washington County 911 system since 911 was first implemented in Washington County in 1988 and this original system was funded by a 5% surcharge on basic local telephone service on all landline phones located inside Washington County; and

WHEREAS, as cell phones emerged and became more popular, there has been a significant reduction of landline telephone customers in Washington County and the 5% surcharge does not produce enough revenue to fund the 911 equipment and maintenance; and

WHEREAS, the Public Safety Act approved in 2019 provides a method of funding 911 services for political subdivisions, subject to the jurisdiction of the Arkansas 911 Board, which allows the City to continue to operate and maintain a public safety answering point (PSAP); and

WHEREAS, all three PSAPs (Washington County, Fayetteville, and Springdale), along with the University of Arkansas, handle overflow and default calls and can provide support in emergency situations, so it is critical for the continuity of operations that they remain on the same 911 system hosted by Washington County; and

WHEREAS, funding from the 2019 Public Safety Act is distributed directly to the City of Fayetteville for its PSAP every quarter and the City is responsible for reimbursing Washington County for our share of the 911 system to include maintenance and equipment costs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a payment to Washington County for reimbursement of costs for leased 911 equipment in the amount of $220,000.00 and maintenance costs of up to $99,000.00.

City of Fayetteville Staff Review Form

2023-1130

Item ID

10/17/2023

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

Chief Mike Reynolds	9/19/2023	CENTRAL DISPATCH (260)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution to reimburse Washington County for leased 911 equipment in the amount of $220,000 and up to $99,000 in annual maintenance costs.

Budget Impact:

1010.260.2600-5309.00 and 1010.260.2600-5401.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	356,406.00
		Expenses (Actual+Encum)	$	28,727.39
		Available Budget	$	**327,678.61**
Does item have a direct cost?	Yes	Item Cost	$	319,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**8,678.61**

V20221130

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

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

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF OCTOBER 17, 2023

TO: Mayor and City Council

THRU: Mike Reynolds, Chief of Police

FROM: Kathleen Stocker, Dispatch Manager

DATE: September 19, 2023

SUBJECT: **Approval of a resolution to authorize reimbursement to Washington County for 911 equipment and maintenance costs.**

RECOMMENDATION:
Staff recommends approval of a resolution to reimburse Washington County for leased 911 equipment in the amount of $220,000 and up to $99,000 in annual maintenance costs.

BACKGROUND:
The City of Fayetteville has been part of the Washington County 911 system since 911 was first implemented in Washington County in 1988. This original 911 system was funded from a 5% surcharge on basic local telephone service on all landline phones located inside Washington County. As cell phones emerged and became more popular, there has been an obvious reduction of landline telephone customers in Washington County, and today, the 5% surcharge alone does not produce enough revenue to fund the 911 equipment and maintenance in Washington County.

In 2019, the Arkansas Public Safety Communications and Next Generation 911 Act of 2019 was passed and replaced the Arkansas Public Safety Communication Act of 1985. This act provides a method of funding for political subdivisions, subject to the jurisdiction of the Arkansas 911 Board, which allows the chief executive to implement, operate, and maintain a public safety answering point (PSAP).

This Act also tasked the Arkansas 911 Board with disbursing revenues in the following manner:

- Not less than 83.75% of the total monthly revenues shall be distributed on a population basis to each political subdivision operating a public safety answering point that has the capability of receiving 911 calls on a dedicated 911 trunk line for expenses incurred for answering, routing, and proper disposition of 911 calls, including payroll costs, readiness costs, and training costs associated with wireless, voice over internet protocol (VoIP), and nontraditional 911 calls.
- The population is based on the latest federal decennial census.

Certification with the Board is required on an annual basis. This includes providing an explanation and accounting of funds by the city or county and expenditures of the funds received for the previous calendar year, along with a copy of the budget for the previous calendar year and a copy of the year-end appropriation and expenditures analysis.

Revenue is collected in the following manner:

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- Nontraditional telephones are levied a public safety charge in an amount of $1.30 per nontraditional service connection that has a place of primary use within the State of Arkansas.
- Voice over internet protocol is levied a public safety charge in an amount of $1.30 per month per voice over internet protocol connection that has a place of use in the State of Arkansas.
- Prepaid Wireless charge – for each retail transaction occurring in this state, a seller of prepaid wireless services shall collect 10% of the value of the prepaid wireless service.

Advances in technology, such as wireless devices, have largely replaced landlines. Fees collected from these devices primarily support the funding managed by the Arkansas 911 Board.

DISCUSSION:
Each PSAP (Washington County, Fayetteville, and Springdale), along with the University of Arkansas, handles overflow and default calls and can provide support in emergency situations. As a result, it's critical for the continuity of operations that all three PSAP's, along with the University of Arkansas, remain on the same system; this is why Washington County hosts the 911 system to include the lease agreements for the equipment and maintenance.

Funding from the 2019 Public Safety Act is distributed directly to the City of Fayetteville for their PSAP every quarter. Fayetteville, Springdale, and the University of Arkansas are responsible for reimbursing Washington County for their share of the 911 system to include maintenance and equipment costs. The equipment lease with Washington County is reimbursed and renewed every five years, and a maintenance fee is reimbursed to them annually over this five-year term.

BUDGET/STAFF IMPACT:
The Fayetteville Central Dispatch Center has $220,000 for leasing the equipment and $99,000 annual maintenance costs in the approved 2023 operating budget for this expense.

Attachments:
Memo from Washington County
Copy of the ATT Invoice to Washington County

PATRICK W. DEAKINS
County Judge

280 North College, Suite 500
Fayetteville, AR 72701

OFFICE OF THE COUNTY JUDGE
WASHINGTON COUNTY, ARKANSAS

September 18, 2023

City of Fayetteville, Arkansas
ATTN: Mayor Lionel Jordan

Dear Mayor Jordan:

As you likely recall, Washington County has managed the county wide 911 system since its implementation in 1988. The original system was funded from a five percent surcharge on basic local landline telephone service within Washington County. However, due to the decrease in landline phones and the increase in wireless phones, the surcharge no longer produces enough revenue to fund the 911 equipment and maintenance for each Public Safety Answering Point (PSAP).

It is extremely important to keep our hosted system together for continuity of operations of the 911 system in Washington County. Each PSAP handles overflows and default calls in addition to backing up each other in emergency situations, such as evacuations. There are currently four PSAP locations in Washington County – Washington County, Fayetteville, Springdale, and the University of Arkansas. Last year, Washington County agreed to manage the five-year lease agreement with AT&T for 911 equipment and maintenance costs with the expectation that each location would reimburse the County for it's share of the costs each year.

The Fayetteville Central Dispatch portion of the reimbursement for equipment is $220,000 which is paid in the first year of the lease. There is also an annual maintenance cost of $99,000. The Arkansas 911 Board may reimburse some of the maintenance costs based on the percentage of 911 calls received at each answering point each year. Once those reimbursements are received, Washington County will determine the amount left to pay and will invoice accordingly.

I hope this letter assists the City as it budgets for FY2024. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Patrick W. Deakins

Telephone: 479 / 444-1700 · FAX: 479 / 444-1889
pdeakins@washingtoncountyar.gov

AT&T

E911 WASHINGTON COUNTY
280 N COLLEGE AVE STE 530
FAYETTEVILLE AR 72707

Account Number 713 23B-3068 128 0
Billing Date May 11, 2023
Web Site att.com

Monthly Statement

Tell everyone!
We've got deals on wireless, internet, and more—all in one place. Call 800.263.6021 for our latest offers. Business customers call 800.321.2000.

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	640,000.00
Total Amount Due	**$640,000.00**
Amount Due in Full By	May 31, 2023

FINAL BILL

Billing Summary

Online: **att.com/myatt**

	Page	
Plans and Services	1	640,000.00
1 800 321-2000		
Service Changes:		
1 800 321-2000		
Repair Services:		
1 800 288-2020		
Total Current Charges		**640,000.00**

RECEIVED
MAY 17 2023
WASHINGTON COUNTY
COMPTROLLER'S OFFICE

News You Can Use Summary

- EMAIL YOUR INVOICE
- COLLECTION POLICY
- FRAUD PROTECT
- FEES AND SURCHARGES
- STILL GETTING PAPER?

See "News You Can Use" for additional information

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on May 7, 2023				
1.	PURCHASE/INSTALL/TRAINING/ MAINTENANCE FOR 60 MONTHS EFF MAY 2023 OF NEW HOSTED VESTA 6.X CALL HANDLING SYSTEM	1		**640,000.00**

Government Fees and Taxes

2.	Federal	.00
3.	State and Local	.00
Total Government Fees and Taxes		**.00**

Total Plans and Services **640,000.00**

News You Can Use

EMAIL YOUR INVOICE
Now available to AT&T Business Center customers! No need to login to get your invoice - we'll send it to your inbox! Not in Business Center? No problem, we'll register you! Email us at Email-Invoice@att.com with subject line "Email Invoice" to sign-up for Email Invoice Delivery today!

FEES AND SURCHARGES
AT&T collects monthly fees and surcharges to help recover its required contribution to government programs and to recover costs AT&T pays in taxes and required payments levied by federal, state, and local governments. These fees and surcharges included on your bill are periodically adjusted to align with the rates determined by the government agency that is responsible for the state or federal fund or tax and subject to change at any time without notice to you unless required by law. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

COLLECTION POLICY
As a customer in the process of disconnecting service, you have received your final bill. It is IMPORTANT that you pay the final balance no later than the DUE BY date. Otherwise, if it later becomes necessary to pursue collection efforts, you may also be responsible for costs associated with those efforts. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.

STILL GETTING PAPER?
Email us at GoPaperless@att.com with the subject line "Save Paper" to sign up for paperless billing today!

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

Item 23-O-052

Requested by: Treasurer Bobby Hill
Drafted by: County Attorney Brian R. Lester

2023 APR 25 AM 8:57
BECKY [illegible]
COUNTY [illegible]
WASHINGTON [illegible]

ORDINANCE NO. 2023-047

APPROPRIATION ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE APPROPRIATING UNUSED ARPA FUNDS IN THE UNAPPROPRIATED RESERVES OF THE 911 BUDGET TO THE ARPA FUND BUDGET FOR 2023.

WHEREAS, Ordinance 2022-83 appropriated the total amount of $482,313.27 from the ARPA Fund to the Other Professional Services line item in the 911 Budget to remodel the dispatch center at the Sheriff's Office in order to consolidate the County PSAPs required by the State; and,

WHEREAS, Ordinance ~~2022-84~~ appropriated the total ~~amount~~ of $640,000 from the ARPA Fund to the Lease – Machinery and Equipment line item in the 911 Budget to lease dispatch consoles for ~~Washington~~ County; and,

WHEREAS, there currently remains unspent, but obligated, the total amount of $946,663.28; and,

WHEREAS, the County Treasurer requests that these funds be transferred back to the ARPA Budget to better track the funding for federal reporting purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. There is hereby appropriated $306,663.28 from the 911 Fund (3020) to the Lease – Machinery & Equipment line item in the ARPA Budget (30460568.3073) for 2023 for dispatch consoles.

ARTICLE 2. There is hereby appropriated $640,000 from the 911 Fund (3020) to the Other Professional Services line item in the ARPA Budget (30460568.~~3009~~) for 2023 for dispatch PSAPs.

3073

PATRICK W. DEAKINS, County Judge — DATE: 4/24/2023

BECKY LEWALLEN, County Clerk

Introduced by: JP Lisa Ecke
Date of Adoption: April 20, 2023
Members Voting For: Taylor, Wilson, Simons, Lyons, Ecke, Dean, Washington, Coger, Dennis, Highers, Rios Stafford, Leming, Ricker, Pond
Members Voting Against: None
Members Abstaining: None
Members Absent: None

Committee History: F&B (4-11-23); Passed to QC
Quorum Court History: Quorum Court (4-20-23); Adopted

Annetta McCamey

From: John Luther
Sent: Tuesday, May 23, 2023 4:14 PM
To: Annetta McCamey
Cc: Amber Sharp
Subject: RE: Ok to pay AT&T-3068 May 11 2023

Continue to hold.
Thanks,

John C. Luther
Director
Washington County DEM
ARTF-1 USAR Coordinator
479-444-1722
479-530-7911
jluther@washingtoncountyar.gov

From: Annetta McCamey
Sent: Wednesday, May 17, 2023 2:24 PM
To: Amber Sharp <asharp@washingtoncountyar.gov>; Daryl Pemberton <DPemberton@washingtoncountyar.gov>; John Luther <JLuther@washingtoncountyar.gov>; Kyle Curry <kcurry@washingtoncountyar.gov>
Subject: Ok to pay AT&T-3068 May 11 2023

Good Afternoon,

Can I get your OK that this equipment has been received? Then I will forward to the Grants and the Judge for approval to pay from ARPA 304605683073. Appreciate your help.

Annetta McCamey
Accounts Payable Assistant
Comptroller's Department
479-444-1615
280 N. College Ave, Suite 545, Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1135

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

DATE:

SUBJECT: **2023 Justice Assistance Grant Local Solicitation Award**

RECOMMENDATION:
Staff recommends acceptance of the non-matching 2023 Justice Assistance Grant (JAG) Local Solicitation grant award and approval of a budget adjustment in the amount of $85,805 for the purchase of law enforcement training, equipment, and supplies as fiduciary on behalf of the cities of Fayetteville and Springdale, and Washington County.

BACKGROUND:
The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has awarded the 2023 JAG for local agencies. This allocation of grant funds is formula based both on population and violent crime rates. JAG funding has been allocated to Fayetteville, Springdale, and Washington County to share, and this grant does not require local matching funds.

DISCUSSION:
The Fayetteville Police Department will be the fiduciary agency for this grant application in the amount of $85,805. Based on the JAG formula, Fayetteville will receive $40,930 that will be spent on law enforcement training. Also, within this grant application, Springdale will receive $31,369 for the purchase of law enforcement training and equipment, and Washington County will receive $13,506 for the purchase of law enforcement supplies. Please see the attached program narrative and budget narrative for detailed descriptions of training, equipment, and supplies that are planned to be purchased with these grant funds.

BUDGET/STAFF IMPACT:
This grant award does not require local matching funds and has no impact on staffing levels. Approval of this budget adjustment will establish revenue and expense budgets equal to the grant award in the amount of $85,805.

ATTACHMENTS: SRM - 2023 JAG Local Grant Award (#3), BA (#4), Award_Package_FAW-177758 (#5), Proposal Narrative - 2023 JAG Local (#6), Budget Narrative - 2023 JAG Local (#7)

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

File #: 2023-1135

2023 Justice Assistance Grant Local Solicitation Award

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2023 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION GRANT AWARD IN THE AMOUNT OF $85,805.00 TO PROVIDE FUNDING FOR LAW ENFORCEMENT TRAINING, EQUIPMENT, AND SUPPLIES, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of the 2023 Justice Assistance Grant award in the total amount of $85,805.00, of which $40,930 will be used by Fayetteville to pay for law enforcement training, $31,369.00 will be used by Springdale to pay for law enforcement training and equipment, and $13,506.00 will be used by Washington County to purchase law enforcement supplies.

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
ARKANSAS

CITY COUNCIL MEMO

MEETING OF OCTOBER 17, 2023

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

DATE: September 29, 2023

SUBJECT: **2023 Justice Assistance Grant Local Solicitation Award**

RECOMMENDATION:

Staff recommends acceptance of the non-matching 2023 Justice Assistance Grant (JAG) Local Solicitation grant award and approval of a budget adjustment in the amount of $85,805 for the purchase of law enforcement training, equipment, and supplies as fiduciary on behalf of the cities of Fayetteville and Springdale, and Washington County.

BACKGROUND:

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has awarded the 2023 JAG for local agencies. This allocation of grant funds is formula based both on population and violent crime rates. JAG funding has been allocated to Fayetteville, Springdale, and Washington County to share, and this grant does not require local matching funds.

DISCUSSION:

The Fayetteville Police Department will be the fiduciary agency for this grant application in the amount of $85,805. Based on the JAG formula, Fayetteville will receive $40,930 that will be spent on law enforcement training. Also, within this grant application, Springdale will receive $31,369 for the purchase of law enforcement training and equipment, and Washington County will receive $13,506 for the purchase of law enforcement supplies. Please see the attached program narrative and budget narrative for detailed descriptions of training, equipment, and supplies that are planned to be purchased with these grant funds.

BUDGET/STAFF IMPACT:

This grant award does not require local matching funds and has no impact on staffing levels. Approval of this budget adjustment will establish revenue and expense budgets equal to the grant award in the amount of $85,805.

Attachments:

Budget Adjustment
2023 JAG Local Award Documents
2023 JAG Local Program Narrative
2023 JAG Local Budget Narrative

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	POLICE (200)	
	Requestor: Willie Newman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish revenue and expense budgets for reconciliation of the 2023 Justice Assistance Grant Local Solicitation award in the amount of $85,805.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1135**

Holly Black
9/29/2023 11:48 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

TOTAL	85,805	85,805				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.200.2920-4309.01	-	85,805	39022	2023	RE	Federal Grants - Operational
1010.200.2920-5304.00	40,930	-	39022	2023	EX	Travel & Training
1010.200.2920-5737.00	31,369	-	39022	2023	EX	Transfer to - Springdale
1010.200.2920-5738.00	13,506	-	39022	2023	EX	Transfer to - Washington County Sheriff
	-	-				
	-	-				
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	-	-				
	-	-				

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF FAYETTEVILLE 113 WEST MOUNTAIN STREET
City, State and Zip:	FAYETTEVILLE, AR 72701
Recipient UEI:	ZGAZNS4HKFY3

Project Title: 2023 JAG Local Solicitation	**Award Number:** 15PBJA-23-GG-03064-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: $85,805.00	**Federal Award Date:** 9/22/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant

Opportunity Category: D
Assistance Listing:
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

Project Period Start Date: 10/1/22	**Project Period End Date:** 9/30/26
Budget Period Start Date: 10/1/22	**Budget Period End Date**: 9/30/26

Project Description:

The disparate jurisdictions of Fayetteville, Springdale, and Washington County, Arkansas will use JAG funds for training, equipment, and supplies. Specifically, the city of Fayetteville will use JAG funds to obtain training and certification in crime scene investigations, civilian leadership, crimes against children, technology, supervisor leadership, and narcotic detector canine. The city of Springdale will use JAG funds to obtain executive leadership training and key management equipment. Washington County will use JAG funds to obtain personal safety light bars to enhance the safety of patrol deputies.

Award Letter

September 22, 2023

Dear Lioneld Jordan,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF FAYETTEVILLE for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $85,805.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.

?

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
FAYETTEVILLE, CITY OF

UEI
ZGAZNS4HKFY3

Street 1
113 WEST MOUNTAIN STREET

Street 2

City
FAYETTEVILLE

State/U.S. Territory
Arkansas

Zip/Postal Code
72701

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/22/23

Award Type
Initial

Award Number
15PBJA-23-GG-03064-JAGX

Supplement Number
00

Federal Award Amount
$85,805.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13946211

Grant Manager Name
Janai Jenkins

Phone Number
202-880-7408

E-mail Address
Janai.Jenkins@usdoj.gov

Project Title
2023 JAG Local Solicitation

Performance Period Start Date
10/01/2022

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2022

Budget Period End Date
09/30/2026

Project Description

The disparate jurisdictions of Fayetteville, Springdale, and Washington County, Arkansas will use JAG funds for training, equipment, and supplies. Specifically, the city of Fayetteville will use JAG funds to obtain training and certification in crime scene investigations, civilian leadership, crimes against children, technology, supervisor leadership, and narcotic detector canine. The city of Springdale will use JAG funds to obtain executive leadership training and key management equipment. Washington County will use JAG funds to obtain personal safety light bars to enhance the safety of patrol deputies.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and

subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly

authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/

funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can

demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the

Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific

project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the

individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/23 9:29 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Mayor

Signed Date And Time

Proposal Narrative

Project objectives are to purchase and/or upgrade needed law enforcement training, equipment, and supplies (see budget detail worksheet) not funded locally due to budget constraints. Our project timeline is to have fully implemented all grant funded purchases within the grant period. Equipment and supply items identified in this grant application will meet current documented purchasing policies of each agency (Cities of Fayetteville and Springdale, and Washington County) and track grant funding following generally accepted accounting principles.

The City of Fayetteville, as the grant fiduciary, has a long history of obtaining, tracking, and reporting on federal grant funds. To date, no operational or financial discrepancies have been identified. Grant funds will be drawn down on a reimbursement basis to the City of Fayetteville's Project Accounting System. This system itemizes each grant transaction and supporting documentation electronically by an assigned project number, and it is monitored by our grants administrator and internal auditor to ensure accuracy and compliance.

The requested funding for this Justice Assistance Grant (JAG) application focuses on items that have been previously left out of local funding sources due to our economic constraints. These items include training, equipment and policing supplies as detailed below:

Training:

City of Fayetteville

The Fayetteville Police Department (FPD) will use their 2023 JAG Local Solicitation funding for certification training. Multiple certification courses include: Crime Scene Investigations, civilian leadership, crimes against children, supervisor leadership, technology, and canine certification.

Crime Scene Technicians (CSTs) are an integral part of a criminal investigation. Crime scene processing is a tedious task that requires a significant amount of technical training. The Crime Scene Technician Certification Program, and the Advanced Crime Scene Certification Program will ensure Fayetteville Police Department CSTs are using best practices during crime scene processing. Specifically, these courses will address crime scene management, crime scene photography, crime scene sketching, note taking, report writing, latent print processing, impression evidence, biological evidence, and trace evidence. These programs will directly impact the ability for CSTs to identify, collect, and process evidence during criminal investigations.

Civilian leadership will provide key principles of leadership, communication and character development that will enhance the ability of all employees to motivate, teach and lead each other in a team-oriented manner to achieve maximum performance. Using a combination of dialogue, practical exercises, case study and research, participants will be exposed to a variety of adult learning models and will become stronger, more confident leaders.

The Crimes against Children Conference is an internationally recognized training conference put on by the Dallas (TX) Children's Advocacy Center. Over the course of three and a half days, attendees have the opportunity to complete numerous courses in medical signs of trauma, child sexual abuse, child sexual development, unexplained death of a child, forensic interviewing, child advocacy, child abduction response, sex trafficking, child exploitation, and

child sexual predators, among many others. There are also numerous case studies presented for investigators to learn what has and has not worked in other investigations. Along with the in-person courses, attendees are also granted access to many more presentations they can view online and on-demand to further their training and skills. This conference is recognized as the preeminent training for investigators of crimes against children and is attended by law enforcement officers, prosecutors, medical staff, advocates, and child protective service workers from across the country, as well as from outside the United States. The training received at this conference will directly impact the ability of investigators to effectively and professionally investigate crimes with child victims, and will aid in the investigations finding justice for the victim.

Tyler Technologies is the public safety software system used by the Fayetteville Police Department for its Computer Aided Dispatching (CAD) and Law Enforcement Records Management System (LERMS). Our computer system work areas include: Information Technology, Mobile Dispatching, Records Management, Criminal Investigations, Patrol, and Law Enforcement Administration. Staff members from each of our computer system work areas need to attend the Tyler Users Conference to stay current on system upgrades.

Supervision/Leadership training will provide law enforcement career development for newly ranked officers who are promoted or assigned to a new division. Supervisory training is critical to a department's goal of maintaining stability, and it addresses expectations of personnel placed in leadership positions. Supervisors will attend intensive leadership training courses provide by Northwestern School of Police Staff and Command, Federal Bureau of Investigations National Academy, Police Executive Research Forum, or other similar training opportunities subject to availability.

City of Springdale

Supervision/Leadership training will provide law enforcement career development for newly ranked officers who are promoted or assigned to a new division. Supervisory training is critical to a department's goal of maintaining stability, and it addresses expectations of personnel placed in leadership positions. Supervisors will attend intensive leadership training courses provide by Northwestern School of Police Staff and Command to be locally held in Washington County, Arkansas.

Equipment:

City of Springdale

As a sub recipient of the 2023 JAG Local Solicitation, the City of Springdale will utilize a portion of its allocation to purchase a key management system to assist in the control of their law enforcement fleet of vehicles and to govern access to the City's secure facilities. The key management system controls, monitors and records keys/fobs used for physical assets, including secure areas and premises, facilities, equipment, machinery and vehicles.

Supplies:

Washington County

As a sub recipient of the 2023 JAG Local Solicitation, Washington County will use funding within the supplies category for safety lights. Personal safety lights will be issued to each member of the Washington County Sheriff's Office. The purpose is to increase officer safety/visibility in all illuminating situations. This will increase efficiency and safety of deputies in low light conditions. A dark silhouette is increasingly difficult to see as night falls, the

personal safety light will ensure that deputies are completely illuminated to everyone in the surrounding area when needed.

Edward Byrne Memorial
JAG – Local Solicitation
FY 2023

Budget Narrative

A. Personnel

None

B. Fringe Benefits

None

C. Travel

City of Fayetteville

Advanced Crime Scene Investigation Certification ***$1,700***

This funding will allow a crime scene technician to attend the three (3) day certification course at a location to be determined with three (3) nights lodging costing $135 per night, registration costs of $500 per officer, airfare costs of $535; and per diem of $260 per officer including travel days.

Civilian Leadership Training ***$5,749***

This funding will allow a civilian supervisor to complete a series of three courses for a total of 18-days or 144 hours at the Institute for Law Enforcement Administration (ILEA) located in Dallas, Texas. Total cost of attendance is as follows: $2,250 in registration fees for all three courses; lodging costs of $114.94 per night for 18-nights; and per diem of $65 per day for 22-days including travel days.

Basic Crime Scene Investigation Certification ***$3,000***

This funding will allow two (2) crime scene technicians to attend the three (3) day certification course at a location to be determined with three (3) nights lodging per attendee costing $135 per night, registration costs of $400 per attendee, airfare costs of $435 each; and per diem of $520 per attendee including travel days.

Crimes Against Children Conference ***$3,500***

This funding will allow two (2) detectives to attend the four (4) day conference in Dallas, TX with four (4) nights lodging per attendee costing $160 per night, registration costs of $750 per attendee; and per diem of $360 per attendee including travel days.

Tyler Technologies Users Conference ***$4,581***

This funding will allow two (2) staff members to attend a three (3) day public safety software users conference in Indianapolis, IN in May 2024 with per diem costs of $360 per attendee, lodging at approximately $165 per night, registrations costs for two (2) at $800 each, and airfare costs estimated at $470.50 each.

National Narcotic Detector Dog Association (NNDDA) ***$4,000***

This funding will allow two (2) officers and their canines to attend the five-day training at a location to be determined with five (5) nights lodging costing $142 per night per officer at a pet friendly hotel, registration costs of $900 per officer/dog team, per diem of $390 per officer including travel days.

Executive/Supervisor Leadership Training ***$18,400***

A local law enforcement agency has scheduled to host the Northwestern School of Police Staff and Command course. This funding will allow four (4) ranked officers to complete an intensive ten (10) week course in law enforcement executive supervision. This funding will pay registration fees at $4,600 per attendee.

City of Springdale

Executive/Supervisor Leadership Training ***$1,791***

A local law enforcement agency has scheduled to host the Northwestern School of Police Staff and Command course. This funding will partially pay for one (1) ranked officer to complete an intensive ten (10) week course in law enforcement executive supervision. This grant funding will partially pay $1,791 of the $4,600 registration fees per attendee with the remaining balance to be funded locally.

TOTAL TRAVEL **$ 42,721**

D. Equipment

City of Springdale

Key Management System ***$29,578***

This funding will allow for the purchase and installation of a key management system to assist in the control of their law enforcement fleet of vehicles and to govern access to the City's secure facilities. This key management system comprises both hardware and software. Hardware includes security cameras, wireless communication devices, and digital storage. Software includes digital application used for recording and tracking key usage. The key management system is projected to cost $29,578.

TOTAL EQUIPMENT **$ 29,578**

E. Supplies

City of Washington County

Personal Safety Light Bars ***$13,506***

The Washington County Sheriff's Office will use its portion of the 2023 JAG Local Solicitation funding to purchase 150 personal safety light bars. Cost of each light bar is $90.04 each, resulting in a total project cost of $13,506.

TOTAL SUPPLIES **$13,506**

F. Construction

None

G. Consultants/Contracts

None

H. Other

None

I. Indirect Costs

None

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

File #: 2022-191

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY LEROY H. SCHARFENBERG LOCATED AT 2860 EAST WYMAN ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $17,800.00

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY LEROY H. SCHARFENBERG LOCATED AT 2860 EAST WYMAN ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $17,800.00

City of Fayetteville Staff Review Form

2022-0557

Legistar File ID

7/5/2022

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

Billy Bryant	6/15/2022	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 2860 E. Wyman Rd., and to approve a budget adjustment of $17,800.00 for the project. The current balance of $4,856.00 in 1010.640.6400-5315.04 has not been spent, but has already been included on another project (2022-0209).

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2202	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	4,856.00
		Funds Obligated	$	4,856.00
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	17,800.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	17,800.00
		Remaining Budget	$	-

V20210527

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

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

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JULY 5TH, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

DATE: June 14, 2022

SUBJECT: **Raze and Removal of Structures at 2860 E Wyman Rd.**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 2860 E. Wyman Rd., and to approve a budget adjustment in the amount of $17,800.00 for the project.

BACKGROUND:
This property was brought to the attention of Code Compliance through an anonymous complaint. Upon inspection of the property staff found a structure that is on the verge of collapse. A code case for raze and removal of the structure was opened on October 6th, 2021. Contact was made with the owner, and he was made aware of the issues and concerns with the structure. Issues being non-functioning roof, collapsing walls, and a crumbling foundation. The owner mentioned intentions of correcting the structure and bringing the structure back up to code. As is Code Compliance standard practice, the owner was afforded the opportunity to resolve violations before legal action is taken. In this instance, this included time to obtain a building permit to repair the structure. Given the owner's financial circumstances, Code Compliance exercised as much flexibility as possible. The permit was applied for on December 3, 2021. The building permit was approved through the building safety division. The owner neglected to pay the fees associated with the permit, therefore the permit was deemed incomplete and void on May 31, 2022. Inspections during that time showed no repair attempts were made to the structure by the owner. Currently, this structure does have water and electrical service.

DISCUSSION:
This address consists of a single story 1,616 square foot, single family dwelling along with storage buildings. Repairs to the structure remain unaccomplished, with the interior exposed to the elements for an undisclosed amount of time. These conditions have caused numerous structural safety issues as well as made the structure unsanitary and un-inhabitable. Photos of the property and the structure are attached. The deterioration of the structure constitutes a cost prohibitive repair. The owner applied for a building permit on December 3, 2021. The owner

never paid for the permit therefore the permit application was voided. The owner has mentioned applying for another building permit, but nothing has been submitted at this time.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs. The current budget balance of $4,856.00 has not been spent, but has already been included on another project (2141 N. Green Acres Rd).

Attachments:

- Process Summary
- Receipt of Bids
- Budget Adjustment
- Notifications
- Property Records
- Map
- Property Photos.

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 2860 E Wyman Rd

WC Parcel # 765-02244-000

Energov Case # CBLD-2021-000049

City Code: 173.08

- On 10/06/2021 Code Compliance received a Request for Service regarding the property located at 2860 E Wyman Rd
- A Notice of Violation was sent to the Owner of Record on 10/06/2021
- The signed Return Receipt Card was received on 10/18/2021

  (or)

- The property was posted on __/__20__
- On 12/02/2021 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: **2860 E Wyman Rd.** PROJECT No: **Bid# 22-000049**

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **June 6th, 2022 at 4:00 pm**

CONTRACTOR: M & M Excavating
377 Sulphur City Rd
Fayetteville, AR 72701
BID AMOUNT: $ 17,800.00

CONTRACTOR: Declined to bid
BID AMOUNT: _____

CONTRACTOR: _____
BID AMOUNT: _____

CONTRACTOR: _____
BID AMOUNT: _____

CONTRACTOR: _____
BID AMOUNT: _____

Certified by: _____ Date: 6-6-22

Witness: _____ Date: 6-6-22

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 22-000049

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 **F A X #** 479.444.3445

PROJECT LOCATION: 2860 E. Wyman Rd., Fayetteville, AR 72701

WC Parcel # 765-02244-000

CONTRACTOR'S SCOPE OF WORK

- RAZE&REMOVAL
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- CLEANUP & DISPOSAL
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- MISCELLANEOUS
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 22-000049

DATE ISSUED: May 22nd, 2022

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 2860 E. Wyman Rd., Fayetteville, AR 72701

DATE OF OPENING: Monday June 6th, 2022 at 4:00pm

My total bid price for the Raze & Removal Project is:

$ 17,800 ⁰⁰

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 6.6.2022

Complete Business Address

Name of Firm: M's M Excavating Phone # 479.841.9285

Street address or P O Box
377 Sulphur City Rd.

City / State/ Zip Code
Fayetteville, AR 72701

Printed Name: Misty Barker

Signature: Misty Barker Title: Member

Federal Tax ID # 26-0611207 or SSN _____

State Contractor # D1917805Z4 City Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

May 23, 2022

Leroy H Scharfenberg
2860 E Wyman Rd.
Fayetteville, AR 72701

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **2860 E Wyman Rd. (WC Parcel # 765-02244-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **July 5th, 2022** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer

7021 0350 0000 4714 2859

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 0350 0000 4714 2859

7021 0350 0000 4714 2859

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage

$

Total Postage and Fees

$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Notice of Hearing

Postmark Here

BB

5-23-22

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 2860 E Wyman Rd

WC Parcel # 765-02244-000

UDC 173.09 (A)

[X] ***I recommend the raze and removal of the structure.***

[ ] ***I recommend securing the structure.***

[ ] ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

[X] ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

Code Compliance Admin. 10-6-21 **Date**

City Building Official 10-6-21 **Date**

Observations:

Case # CBLD-2021-000049



2860 E. Wyman Rd.

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 6/15/2022
Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



2860 E. Wyman Rd.

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 6/15/2022
Credits: City of Fayetteville, AR, 2022 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

Case Number: CBLD-2021-000049

Violation Notice

Case Type: Building

Date Case Established: 10/06/2021

Owner: LEROY SCHARFENBERG

Mailing Address

LEROY SCHARFENBERG
2860 E WYMAN RD
FAYETTEVILLE, AR 72701-4648

Notice of Violation for the following location:

Address	Parcel
2860 E WYMAN RD Fayetteville, AR 72701	**765-02244-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Randy Johnson
Code Compliance Officer
479.601.1508
rjohnson@fayetteville-ar.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
13 Oct 21

address different from item 1? ☐ Yes
er delivery address below: ☐ No

LEROY H SCHARFENBERG
2860 E WYMAN RD
FAYETTEVILLE, AR 72701-4648

RECEIVED
OCT 18 2021
DEVELOPMENT SERVICES

9590 9402 6893 1104 4930 35

2. Article Number *(Transfer from service label)*
7020 0640 0000 1639 5072

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
00)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 RJ 000049 Domestic Return Receipt

Parcel: 765-02244-000
Previous Parcel: 136143-000-00
As of: 6/10/2022 9:47:38 PM

ID: 36515

Washington County Report

Property Owner

Name: SCHARFENBERG, LEROY H

Mailing Address: 2860 E WYMAN RD
FAYETTEVILLE, AR 72701-4648

Type: (RI) Res. Improv.

Tax District: (011) FAYETTEVILLE SCH, FAY

Millage Rate: 57.95

Property Information

Physical Address: 2860 E WYMAN RD

Subdivision: ANDERSON FARM PLAT

Block/Lot: N/A / N/A

S-T-R: 13-16-30

Size (Acres): N/A

Legal: PT LOTS 9 & 10 13-16-30 1.21 A.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	110,500	22,100	10,400
Building	23,800	4,760	4,760
Totals	**134,300**	**26,860**	**15,160**

Taxes

Estimated Taxes:	504
Homestead Credit:	375

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
N/A	1.000	House Lot
N/A	0.210	Acres
Total	**1.21**	

Deed Transfers

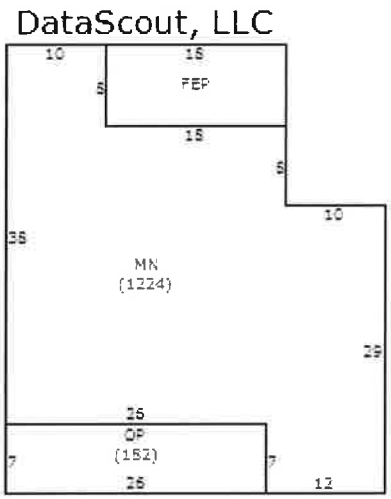
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	9/21/1998	98	86436	Quit Claim	0.00	$0	SCHARFENBERG, LEROY H	Inc. Additional Prop.	Improved
	1/30/1987	1212	232	Warr. Deed	39.60	$36,000	SCHARFENBERG, LEROY H & LORI J	Additional Properties	Improved
	6/14/1984	1111	719	Warr. Deed	0.00	$0	WILKINSON, JAMES & BEATRICE	N/A	N/A

Details for Residential Card 1

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE+	Frame Siding Std.	1616	5	79	1941	Poor	N/A

Exterior Wall:	SDNG/SHETH	**Plumbing:**	**Full:** 1 **Half:** N/A
Foundation:	Closed Piers	**Fireplace:**	**Type:** N/A **Qty:** 0
Floor Struct:	Wood with subfloor	**Heat/Cool:**	None
Floor Cover:	Carpet & Tile	**Basement:**	N/A
Insulation:	Ceilings	**Basement Area:**	N/A
Roof Cover:	Asphalt Shingle	**Year Remodeled:**	N/A
Roof type:	Gable	**Style:**	N/A



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1224
B	OP	Porch, open	182
C	FEP	Frame enclosed porch	144
D	1+	1+, Upper Level	392

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Garage - frame unfinished, detach	N/A	22 x 20	1	N/A	N/A
Pole Shed	N/A	18 x 20	N/A	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2021	134,300.00	15,160.00

Tax Year	Total Value	Total Assessed
2020	134,300.00	15,160.00
2019	75,800.00	15,160.00
2018	75,800.00	15,160.00
2017	75,800.00	15,160.00
2016	75,800.00	15,160.00
2015	75,800.00	14,879.00

Not a Legal Document

Subject to terms and conditions

www.actDataScout.com


05-24-2022 09:24 AM


05-24-2022 09:24 AM


03-16-2022 02:28 PM


08-26-2021 12:25 PM


08-26-2021 12:24 PM


05-24-2022 09:23 AM


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03-16-2022 02:22 PM


08-26-2021 12:18 PM


08-26-2021 12:00 PM


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11-19-2021 01:07 PM


05-24-2022 09:22 AM


05-24-2022 09:22 AM

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division /Org2	Adjustment Number
2022	BUILDING SAFETY (640)	
	Requestor: Billy Bryant	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget adjustment of $17,800.00 requested for raze and removal of dilapidated structure located at 2860 E. Wyman Rd.

COUNCIL DATE: 7/5/2022

LEGISTAR FILE ID#: **2022-0557**

Holly Black
6/16/2022 2:05 PM

Budget Director Date

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

JOURNAL #:

GLDATE: **7/5/2022**

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.20220516

TOTAL	17,800	17,800				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.640.6400-5315.04	17,800	-	50033	2202	EX	Contract Services - Raze and Removals
1010.001.0001-4999.99	-	17,800			RE	Use Fund Balance - Current
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-962

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: **Misty Simpson Water Damage Claim at 2425 E. Sharon St.**

RECOMMENDATION:
The Utilities Department Director recommends to the Mayor to request approval of payment to Misty Simpson for water damage to the residence located at 2425 E. Sharon Street resulting from a large City water main break.

BACKGROUND:
On September 20, 2021, the City of Fayetteville experienced a large 36-inch diameter water main break on N. Makeig Ct. Misty Simpson owns the home located at 2425 E. Sharon St. This large water main break caused substantial amounts of flooding and damage to the neighborhood and to the Simpson residence. Misty Simpson's insurance company denied her claim, so she immediately filed a damage claim with the City after the incident.

DISCUSSION:
Per City Code Section 39.10 – Water and Wastewater Damage Claims, "The Utilities Department Director may not authorize any payment greater than $10,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than $10,000.00 by resolution, but in no case shall the city pay more than $25,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds (⅔) majority approves an exemption from the $25,000.00 damage cap and approves a payment up to $50,000.00."

Partial payments have previously been made to Misty Simpson, Privacy Fence Inc., A Clean-Cut Lawn Care, Stanley Steemer, and Hall Engineering in the amount of $19,961.77 for loss of personal belongings, flooring and ductwork cleaning, structural investigation, fence replacement, and landscaping services.

The water main break flooded the residence and caused major damage to the foundation of the home. The claimant is requesting payment in the amount of $61,200.00 for the repair of the foundation, driveway and sidewalk. The water main break also damaged areas in a bathroom and bedroom with a repair request of $16,075. The claimant is requesting payment in the amount of $5861.33 plus any taxes for remediation of the front and side yard and the repositioning of a storage shed. The claimant is requesting payment in the amount of $14,801.98 for rebuilding a back patio. The claimant requested payment for fencing and back yard landscaping in the amount of $12,610, but the City has previously paid for these services. They do not qualify

for consideration.

The total repair amount Misty Simpson is requesting, excluding those repairs already paid by the City, is in the amount of $97,938.31. Below is a summary list of the expenses Misty Simpson has provided quotes for:

Date	Business	Amount	Description
2/22/2023	Precision Foundation Specialists	$61,200.00	Foundation repair
5/31/2023	Fanning Construction	$16,075.00	Bathroom and bedroom repair
5/4/2023	NWA Creative Spaces LLC	$5,861.33	Yard repair – taxes not included
7/6/2023	Fanning Construction	$14,801.98	Patio repair
	Total	**$97,938.31**	

Staff requests approval to reimburse Misty Simpson for the maximum amount allowed by Section §39.10 of the City Code.

BUDGET/STAFF IMPACT:
Funds are available in the Insurance Self (Non-Vehicle Damage) account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Claim Documentation (#4)

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

File #: 2023-962

Misty Simpson Water Damage Claim at 2425 E. Sharon St.

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF $50,000.00 TO MISTY SIMPSON FOR A WATER DAMAGE CLAIM ARISING AT 2425 EAST SHARON STREET

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may, in an extraordinary case upon the Mayor's recommendation and by two-thirds majority, approve the payment of water or sewer damage claims exceeding $25,000.00 up to $50,000.00; and

WHERAS, the City has already made partial payments on a damage claim at 2425 East Sharon Street to Misty Simpson, Privacy Fence, Inc., A Clean-Cut Lawn Care, Stanley Steemer, and Hall Engineering in the amount of $19,961.77.

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 Mayor Jordan to pay the total amount of $50,000.00 (of which $19,961.77 has already been paid) to or on behalf of Misty Simpson for expenses related to the water main break damage at 2425 East Sharon Street.

City of Fayetteville Staff Review Form

2023-962

Item ID

8/15/2023

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

Tim Nyander	7/27/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Utilities Department Director recommends to the Mayor to request approval of payment to Misty Simpson for water damage to the residence located at 2425 E. Sharon Street resulting from a large City water main break.

Budget Impact:

5400.720.4310-5311.04	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	40,095.91
		Expenses (Actual+Encum)	$	-
		Available Budget	$	40,095.91
Does item have a direct cost?	Yes	Item Cost	$	30,038.23
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	10,057.68

V20221130

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

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

Original Contract Number: _____

Comments:

DOCUMENTATION OF PREVIOUS PAYMENTS

Details of 2425 E Sharon St claim-Misty Simpson

Paid to Privacy Fence Inc.	$9,840.00
Paid to A Clean Cut Lawn Care	$6,524.65
Paid to M. Simpson (partial) (contents)	1,015.71
Paid to Stanley Steemer	2,031.41
Paid to Hall Engineering	550.00
Total	19,961.77

CHECK REQUEST

Date: 4/1/2022

Manual Check ☐

Vendor Number: -

Mail Yes [X] No ☐

Payable to: Misty Simpson
2425 E. Sharon St.
Fayetteville, AR 72703

Return Check to: _____

For: Reimbursement for personal belongings destroyed after a City water main break and subsequent flooding of the residence.

Separate Check Code _____

Misty Simpson 479-283-5121 misty@starpedtherapy.com

Bank Number _____

Payable From: Fund Name Water & Sewer

Amount of Check $ 1015.71

Charged as follows:

Account Name	Item Description	Amount	Fund	Div	Program	Base	Detail	Project	Sub Project
Insurance Self (Non-Vehicle Damage)	Damage Claim	1,015.71	5400	720	4310	5311	04		
TOTAL		$1,015.71							

Prepared by: Shea Fankhouser

Approved by: Tim Nyander 1APR2022

Entered: _____

Accounting Use - Receipting

G/L Account Number

_____ _____ _____ _____ _____ _____ _____

Key Code _____

Additional Approval:
☐ Does Not Meet Purchasing Policy
Approved _____
Approved _____

Version Upated: 08/12/16

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	Last Name	Middle Initial
Misty	Simpson	D

Claim Type What type of claim are you requesting?

○ General ◉ Water and Sewer

Email misty@starpedtherapy.com

Address

Street Address

2425 E Sharon St

Address Line 2

City	State / Province / Region
FAYETTEVILLE	AR
Postal / Zip Code	Country
72703	United States

Daytime Phone **Alternate Phone**

479-283-5121

Incident Location Address/Location of Occurence

Street Address

2425 E Sharon St

Address Line 2

City

FAYETTEVILLE

State / Province / Region

AR

Postal / Zip Code

72703

Country

United States

INCIDENT INFORMATION

Date of Incident **Time of Incident** **Amount being Claimed**

9/20/2021 6:30 AM $ 12000.00

Incident Nature Nature of Occurrence

○ Automotive Related ◉ Home Related ○ Personal
○ other

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):

My bedroom received water damage to the floor and door frame. My fence is damaged. My yard is covered in mud. I lost patio furniture, huge outdoor dog bed. Large fan ruined. Huge indoor dog bed.

File Upload

Upload

20210920_195253.jpg	1.72MB
20210920_200939.jpg	1.28MB
20210920_200943.jpg	1.3MB
20210921_073132.jpg	1.94MB

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 Shea Fankhouser

Department WATER & SEWER

Additional Documentation Upload

Memo

Misty Simpson Damage Claim
Personal Contents Destroyed
2425 E. Sharon St.
Fayetteville, AR 72703

Dog Bed	$ 114.53
Dog Bed	$ 196.47
8x10 Rug	$ 123.23
Nike Shoes	$ 140.00
Nike Shoes	$ 185.00
2 Outdoor Cushions	$ 74.48
Chair Set	$ 182.00

Total	$ 1,015.71

FREE SHIPPING + RETURNS. FREE MEMBERSHIP. EXCLUSIVE PRODUCTS Join Now

Nike Air Force 1 Low FM Change By Daryl Homer

Custom Shoes

$140

Inspiration Your Designs



Customize

Sold Out

Customize and save your design so it's ready for purchase.

Share

Celebrate the Future Movement (FM) in an AF1 that delivers personalized style with a story inspired by Black innovators and creators. The translucent option on the upper (placed over mesh and leather) transforms to reveal an intricate pattern, symbolizing perpetual rebirth into something precious and brilliant. Then personalize it with a message on the dubrae, lace up and speak your truth.

- Shown: Multi-Color/Multi-Color/Multi-Color
- Style: DQ8916-991

View Product Details

Kadar's shoes covered in clay ripped from Kirby's lawn fence

Outdoor dog bed - custom
$250-

Engineers Report
$550-

Bag

1 Item | $193.00

Become a Nike Member for fast and free shipping. Join Us or Sign In

Not in a hurry?

Select No Rush Shipping at checkout



Nike Air Max 97 SE

Men's Shoes

Size 13

Quantity 1

$185.00

Shipping

Arrives Thu, Mar 3 - Mon, Mar 7 Edit Location

Free Pickup

Find a Store

Summary

Do you have a Promo Code?

Subtotal

Estimated Shipping & Handling

Estimated Tax

Total

$185.00

$8.00

$193.00

Favorites

Want to view your favorites? Join Us or Sign-In

You Might Also Like



Nike Air Max 97

Men's Shoes

$175.00



Nike Air Max 95 SE

Men's Shoes

$175.00



Nike Air Force 1 '07

Men's Shoes

$100.00

Your Cart (8)

Share

FREE Shipping on eligible items. View Details

Quick Add

Save All to List Remove All Items



Carolina Pet Company Large/X-Large Sage Classic Canvas Bolster Bed — **$114.53**

Store SKU #1005201873 Model #019470

Ship To Store
Feb. 26–Mar 03
Fayetteville, Ar
72703 | Change
FREE

Ship To Home
Free with $45 order

Scheduled Delivery
Not Available for this item

1

Curbside Available

Save for Later Save to List Remove



JONATHAN Y Zinnia Navy/Green 8 ft. x 10 ft. Floral Indoor/Outdoor Area Rug — **$123.23**

Color/Finish: **Navy/Green**
Shape: **Rectangle, 7'9" x 10'0"**

Ship To Store
Fayetteville, AR
72703
FREE

Ship To Home
Estimated Arrival:
Mon, Feb 26
FREE

Scheduled Delivery
Not Available for this item

1

☐ **Add a Home Depot Protection Plan by Allstate?**
2-year Protection for $20.00 Learn More

Save for Later Save to List Remove



Large Ortho Sleeper Comfort Couch Pet Bed with Removable Cushion - Camel — **$196.47**

Store SKU #1005201427 Model #01536

Ship To Store
Fayetteville, AR
72703
FREE

Ship To Home
Estimated Arrival:
Wed, Mar 2
FREE

Scheduled Delivery
Not Available for this item

1

Save for Later Save to List Remove



ARDEN SELECTIONS 24 in. x 24 in. 2-Piece Deep Seating Outdoor Lounge Chair Cushion in Sapphire Blue Leala — **$146.96**
($36.74/item ~~$45.93~~)
Save 20%

Cushion Style: **Welted**
Seat Width (in.) x Seat Depth (in.): **24 x 24**
Cushion Color or Pattern: **Sapphire Blue Leala**

Ship To Store
Feb. 25–Mar 01
Fayetteville, Ar
72703 | Change
FREE

Ship To Home
FREE

Scheduled Delivery
Not Available for this item

4

Curbside Available

Save for Later Save to List Remove



Barton 3-Piece Wicker Rattan Furniture Outdoor Bistro Patio Set Chairs with Removable Beige Cushions and Round Table — **$182.00**

Store SKU #1007523713 Model #93519-H

Ship To Store
Fayetteville, AR
72703
FREE

Ship To Home
Estimated Arrival:
Tue, Mar 1
FREE

Scheduled Delivery
Not Available for this item

1

Save for Later Save to List Remove

CITY OF
FAYETTEVILLE
ARKANSAS

April 1, 2022

Misty Simpson
2425 E. Sharon St.
Fayetteville, AR 72703

Subject: Water Claim

Dear Misty Simpson,

The City of Fayetteville is in receipt of your claim form concerning the City water main break near your residence located at 2425 E. Sharon St. in Fayetteville on September 20, 2021, which resulted in damage to your home and personal contents.

The City of Fayetteville offers to reimburse you in the amount of $1,015.71 for the personal contents you lost as a result of the water main break and subsequent flooding.

The City will pay Hall Engineering directly for the engineering consultation in the amount of $550.00. The City will also pay Stanley Steemer directly for the home and vent cleaning in the amount of $1,742.50.

The City is processing the payment to you in the amount of $1,015.71, and the payment issued will not finalize your damage claim. The claim will be finalized when the home repairs are completed, and the remaining payment will be issued at that time, pending City Council approval.

Sincerely,

City of Fayetteville

Tim Nyander
Utilities Director

PO# 2021-00000688

PRIVACY FENCE, INC

ESTIMATE: M T W T F S
Date: 1/26/22 _____ AM / PM
APPROV DATE: ____/____/21
APPROX START: ____/____/21

ADVERTISING
A LIST CLRN (CONTR) INET N&N
ESTER PREV RED REF SIGN SOCIAL YB

PO Box 7582
Springdale, AR 72766
Office: 479-751-7894
PrivacyFenceNWA.com

Proposal / Invoice

INV# 22- 0081

AR Contractor License #
0156100422

UTILITIES
ATT AWG BHILLS CARROLL CITY-BVILLE COX
C-TEL LC OZGO OZARK PGT SWEPCO WS

REF #: _____
ARKUPS: ____/____/____ AM / PM

Client: City of Fayetteville Email: Cashworth@fayetteville-ar.gov

Address: 2425 E Sharon St, Fayetteville, AR Phone: 479-575-8388

- ☐ TREES/BRUSH
- ☐ HILLSIDE
- ☐ ROCKY
- ☐ WATER AVAILABLE
- ☐ 0"-2" OFF GROUND
- ☐ ELECTRICITY AVAILABLE
- ☐ FENCE OFF GROUND >2"
- ☐ FINISHED SIDE OUTSIDE
- ☐ FINISHED SIDE INSIDE
- ☐ DOGS

PO # 2021-688 Fence Repairs

Work Completed 1/26/22
Misty Simpson Residence

PRESSURE TREATED RAILS AND POSTS USED UNLESS OTHERWISE NOTED ON THIS PROPOSAL

FENCE TYPE	PICKETS	HEIGHT	FOOTAGE
☐ BOARD TO BOARD	☐ PRESSURE TREATED PINE	4FT / 5FT / 6FT	
☐ SHADOW BOX	☐ EASTERN CEDAR	4FT / 5FT / 6FT	
☐ BOARD ON BOARD	☐ WESTERN CEDAR	4FT / 5FT / 6FT	
☐ ORNAMENTAL IRON	☐ MAJESTIC (SMOOTH TOP)		
_____ 2 RAIL	☐ CLASSIC (PINCHED PICKET)	4FT / 5FT / 6FT	
_____ 3 RAIL	☐ GENESIS (EXTENDED PICKET)		
☐ CHAIN LINK _____ GAUGE	TERM POSTS _____		
_____ GALVANIZED	LINE POSTS _____	4FT / 5FT / 6FT	
_____ VINYL COATED	TOP RAIL _____		
BLACK GREEN BROWN			

OTHER:

We propose to furnish material and labor, with the included specifications for the sum of:
CHECK/CASH PRICE: $ 9,840.00
CREDIT CARD PRICE: $ _____
VISA
TAX: $ N/A
DEPOSIT: $ _____
BALANCE DUE: $ 9,840.00

SINGLE GATES:	DOUBLE GATES:
☐ WOOD FRAME	☐ WOOD FRAME
☐ STEEL FRAME	☐ STEEL FRAME
☐ CHAIN LINK	☐ CHAIN LINK
☐ ORNAMENTAL	☐ ORNAMENTAL

☐ TEAR OUT ☐ HAUL OFF
DECORATIVE POSTS
WOOD STARTERS
STARTERS
ROUND STEEL POSTS
POSTMASTERS STEEL POSTS

*Acceptance of Proposal

Client Signature _____

Date: ____/_____/2021

PFI Signature: _____

Date: 1/26/2022

RESPONSIBILITY OF CLIENT AND PRIVACY FENCE, INC*

Privacy Fence, Inc. agrees to guarantee the above fence to be free from defects in workmanship for one (1) year - (Not included are: alignment due to warping, splitting, twisting, shrinking, checking, or other changes in the shape of the wood). All other warranties come from manufacturer material used under this contract. It is recommended that sealer be applied to the wood in approximately 90 days to help lessen wood warping or checking.

Responsibility for complying with zone regulations and obtaining any required permits shall rest with the client. Under no circumstances does Privacy Fence, Inc. assume any responsibility concerning property lines. If property pins cannot be located, it is recommended that the client have the property surveyed. The client will defend Privacy Fence., Inc. in connection with any claims made by anyone about the location of the fence.

Privacy Fence, Inc. will assume the responsibility for having underground public utilities located and marked. However, Privacy Fence, Inc. assumes no responsibility for unmarked sprinkler lines or any other unmarked buried lines or objects. The client will assume all liability for damages caused by directing Privacy Fence, Inc. to dig in the immediate vicinity of known or unknown utilities.

Any additions or changes made by the client that requires extra labor and material will be added to the price established on this contract and will become due and payable to Privacy Fence, Inc. Right of access and removal is granted to Privacy Fence, Inc. in the event of non-payment under the terms of the contract. The client agrees to pay all interest and costs incurred in collecting this debt.

$35.00 Returned Check Fee

SHIP TO
City of Fayetteville
2435 S Industrial Dr
Fayetteville, AR 72701

BILL TO
City of Fayetteville
113 W Mountain St
FAYETTEVILLE, AR 72701

REPRINT PURCHASE ORDER NO. 2021-00000688

DATE 11/24/2021

VENDOR 18784 Privacy Fence Inc

CONTACT
Privacy Fence Inc
PO Box 7582
Springdale, AR 72766

CITY OF FAYETTEVILLE ARKANSAS

DELIVER BY
SHIP VIA
FREIGHT TERMS 1
ORIGINATOR Cody Ashworth
RESOLUTION #
PAYMENT TERMS 30

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Professional Services - Other - 2425 E Sharon St, Fence Repair 5400.720.4310-5311.04 (Insurance Self (Non-Vehicle Damage)) $9,840.00	$9,840.0000	$9,840.00

TOTAL COST	$9,840.00
AMOUNT VOIDED	$0.00
AMOUNT EXPENSED	$0.00
AMOUNT ENCUMBERED	$9,840.00
AMOUNT DISCOUNTED	$0.00
AMOUNT REMAINING	$9,840.00

SUBTOTAL	$9,840.00
SALES TAX	$0.00
TOTAL DUE	$9,840.00

APPROVED BY

PAGE 1 OF 1

SPECIAL INSTRUCTIONS

A Clean Cut Lawn Care
P.O. BOX 1403
Farmington, AR 72730
479-856-9800

PO# 2021-00000727

A CLEAN CUT

Follow Us on Facebook @ A Clean Cut Lawn Care

Invoice #	Account #	PO #	Period Beginning	Period Ending	Invoice Date	Payment Due
37555			2/2/2022	2/2/2022	2/2/2022	2/2/2022

To: City of Fayetteville
2425 Sharon St.
Fayetteville, AR 72703

Payments Since 3/2/2022	0
Sub Total	6160.00
Sales Tax	364.65
Invoice Total	6524.65
Account Balance	**$6,524.65**

Email: info@acleancutlawncare.com
Website: www.acleancutlawncare.com
For: 2425 Sharon St., Fayetteville AR 72703

Date	Description	Qty	Price	Total
2/2/2022	Landscape Installation	1.00	1414.00	1414.00
2/2/2022	Topsoil Truck Load	1.00	395.00	395.00
2/2/2022	Landscape Installation	1.00	250.00	250.00
2/2/2022	Sod Installation	1.00	756.00	756.00
2/2/2022	Zoysia Sod	8.00	395.00	3160.00
2/2/2022	Sod Delivery Charge	1.00	185.00	185.00

Thank You - We Appreciate Your Business

From: City of Fayetteville
2425 Sharon St.
Fayetteville, AR 72703

Invoice Number	37555
Invoice Due Date	2/2/2022
PO Number	
Account Balance	$6,524.65

We are currently Scheduling Landscape Installation and Irrigation Start-Up, Repair & Installation

Please detach and return bottom portion with your payment
Retain top portion for your records.

To: A Clean Cut Lawn Care
P.O. BOX 1403
Farmington, AR 72730

Ashworth, Cody 1 of 3 TXN00264367

From: Rogers, Mark
Sent: Tuesday, May 3, 2022 3:19 PM
To: Ashworth, Cody
Subject: FW: Stanley Steemer - Order Invoice #147962
Attachments: imagejpeg; imagejpeg; imagejpeg

attached

From: Misty D Simpson <misty@starpedtherapy.com>
Sent: Monday, April 25, 2022 11:20 AM
To: Rogers, Mark <mrogers@fayetteville-ar.gov>
Subject: Fwd: Stanley Steemer - Order Invoice #147962

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.

Im sure you h ave this, but just in case.....
---------- Forwarded message ---------
From: <no-reply@stanleysteemer.com>
Date: Fri, Apr 22, 2022 at 2:25 PM
Subject: Stanley Steemer - Order Invoice #147962
To: <misty@starpedtherapy.com>

Keep your home bright and healthy with Stanley Steemer products and regular cleanings.

Visit our webpage! Call 1-800-783-3837 for water damage emergencies.

STANLEY STEEMER

FOR A CLEANER & HEALTHIER HOME™

CARPET | TILE & GROUT | HARDWOOD | UPHOLSTERY | AREA RUG

THANK YOU FOR YOUR RECENT PURCHASE.

SERVICE ADDRESS

Simpson, Misty
2425 East Sharon Street,
Fayetteville, AR 72703

Servicing location:

Stanley Steemer Carpet Cleaner
699 Madison St

1

TXNE0264367

INVOICE DETAILS

Springdale, AR 72762
(479) 927-0909

Service Date 4/22/2022
Invoice Number 147962
Customer Number 179073
Claim/P.O. Number
Vehicle 426
Crew Brady Stevens, Luis Acosta

Please remit all payments to:

Stanley Steemer

699 Madison St
Springdale, AR 72762

Qty	Item	Description	Unit Price	Amount
790	Room Grout Seal	(RM) all tile	$0.29	$229.10
1	Std Area Tile Clean	(RM) den, laundry, 2bt	$99.00	$99.00
99	Std Area Tile Clean	(99RM) hallway	$0.50	$49.50
84	Std Area Tile Clean	(84RM) 12*7 entry	$0.50	$42.00
357	Std Area Tile Clean	(357RM) living room 21*17	$0.50	$178.50
790	Std Area Santi-T 10	(790RM) sanitize	$0.20	$158.00
1	Furnace/Air Handler Duct Clean	(AHU)	$800.00	$800.00
1	Return Vent Duct Clean	5 total returns	$200.00	$200.00
1	Std Area Duct Clean	13 total supplies	$105.00	$105.00

Subtotal:	$1,861.10
Estimate:	*$0.00*
Discount:	$0.00
Tax:	$170.31
Total:	**$2,031.41**

Payments:

Payment Method		Amount
Visa	*2095	$2,031.41

Balance: $0.00

WARNING: Customer acknowledges being informed and understands that carpet is damp during and after cleaning and that care should be taken in stepping onto non-carpeted surfaces to avoid slipping and hereby releases Stanley Steemer from any and all liability for injuries which might be sustained as a result thereof.

5 of 5

TxNo 264367

(Misty Simpson)

Carpets loose at seams or along walls or concrete floors, or that have been incorrectly or defectively installed, are cleaned at customer's risk. Carpets that have been exposed to pets may sometimes not be able to deodorize effectively. Any questions regarding our workmanship must be reported within 10 days after completion of work or will be subject to a service charge at our option.

Visa *2095 - Misty Simpson
Customer unavailable for signature

I HAVE AUTHORIZED THE SERVICES OUTLINED ABOVE AND UNDERSTAND THE CHARGES THEREFOR ARE DUE UPON THE COMPLETION OF WORK

(Misty Simpson)

This email was sent by: Stanley Steemer Carpet Cleaner, an independently owned and operated franchise dba Stanley Steemer®

--

Misty Simpson, MS, CCC-SLP

3

CHECK REQUEST

Date: 4/7/2022

Vendor Number: 26868

Payable to: Hall Engineering LTD
PO Box 241302
Little Rock, AR 72223

Manual Check ☐

Mail Yes [X] No ☐

Return Check to: _____

For: Payment for an engineering consult for Misty Simpson at 2425 E. Sharon St. to design home repairs after a City water main break.

Separate Check Code _____

Bank Number _____

Payable From: Fund Name Water & Sewer

Amount of Check $ 550.00

Charged as follows:

Account Name	Item Description	Amount	Fund	Div	Program	Base	Detail	Project	Sub Project
Insurance Self (Non-Vehicle Damage)	Damage Claim	550.00	5400	720	4310	5311	04		
TOTAL		$550.00							

Prepared by: Shea Fankhouser

Approved by: Tim Nyander 7 APR 2022

Entered: _____

Accounting Use - Receipting

G/L Account Number _____ _____ _____ _____ _____ _____ _____

Key Code _____

Additional Approval:

☐ Does Not Meet Purchasing Policy Approved

_____

Approved

_____

Version Upated: 08/12/16

Hall ENGINEERING LTD
Structural Inspection, Design, & Construction Consultation

Hall Engineering, Ltd.
P.O. Box 241302
Little Rock, AR 72223-1302
Tax ID#: 20-0427046
For questions about this invoice, call our billing line at 501.588.3355 -or- justin@hall-engr.com

NWA/MO

INVOICE

To: *Simpson*

Invoices: 21-13951

Date: 12/2/2021

RE:
2425 E. Sharon St Fayetteville

DATE	DESCRIPTION	UNIT PRICE	TOTAL
11/27/21	Consult	$550.00	$550.00
SEE BELOW FOR PAYMENT OPTIONS			
	See invoice email for link to W-9		
		Grand Total	**$550.00**

Payment Options:
Always include invoice number with payment
- **Venmo** ID is *Justin-Hall-HEG (last four of phone # is 1369 for verification)*
- **Cash app** ID is *$HallEngineering*
- **Credit Card** payments go here ------> https://secure.designpay.com/pages/hallengineering/payments
- **Paypal payments** ID is paypal@hall-engr.com
- **Google Pay** ID is HallEngineringLTD@gmail.com
- **Checks:** Please make Checks out to Justin Hall

Payments later than 30 days may be subject to a $25/mo late fee. Arrangements can be made to pay through closing. Contact Justin at Justin@hall-engr.com for those arrangements.

Please note that if this invoice is not paid in full that the bill will be sent to collections and the recipient of services will be liable for the collection fees involved with collecting the debt.

Late payments may be subject to interest of 2% and collections fees.

QUOTATIONS FOR REPAIRS

PFS
PRECISION FOUNDATION SPECIALISTS
Lic No. 0226671021

6302 S. Wilkerson St
Fayetteville, Arkansas
72704

Office (479)441-9515

20FEB2023

Misty Simpson
2425 E. Sharon St.
Fayetteville, Arkansas 72703

RE: 23-02201 Cursory Foundation Assessment and Proposal

Dear Misty,

Thank you contacting our licensed foundation specialist company to provide a foundation assessment on the residence referenced above. This report shall serve as our opinions as to the current foundation conditions and recommendations for repairs to be done. All references and recommendations are based the Non-Destructive Test (NDT) Methods and local building code by visual observations only. The visual assessment was conducted by Dr. Matthew Johnston, PhD, VP Operations and our International Code Council Certified Master Special Inspector (#8053368).

The foundation was constructed utilizing a concrete continuous footing with ASTM C90 hollow stem concrete masonry unit (CMU) block for s foundation stem wall a minimum of three (3) courses tall with a concrete slab on grade for the top out. The concrete slab on grade should be a minimum of four (4") inches in thickness with at least 6"x6" wire mesh for horizontal reinforcement. The concrete should have been placed with a in minimum compressive strength of 3, 000 psi and all exterior concrete should have been placed with 3,500 psi concrete should have been core-filled by building code, with a four (4") inch concrete slab on grade . The footing should have been installed with a minimum of 18" in width and 18" in depth with 3,000 psi concrete and horizontal reinforcement consisting of three (3) #4 bars at equal spacing and cross bracing at 2'-0" O.C. Below shall serve as our opinion(s):

Background

It is our understanding that a 36" water main ruptured about 345 linear feet to the South of the rear of the residence on September 22, 2021; discharging close to multi-millions of gallons of water based upon local sources, neighbors and background research. This is not to be considered 100% factual as this is all second hand information as nothing could be found to actually determine the exact gallon quantity/flow of the discharge.

Opinion(s)

1. We are of the opinion the ***entire*** perimeter foundation should be underpinned due to flooding of the property as described above. The existing soils are classified as a Gravelly Clay with high plasticity indices. The Unified Soils Classification System (USCS) classifies the clays with plastic/liquid limits above 20/40; meaning the soils will shrink and swell with limited moisture introduced. . This is known in geotechnical engineering as "linear shrinkage" and can be tested by performing an Atterberg Limits test according to ASTM D4318

2. We are of the opinion the interior concrete slab on grade should have a lightweight/high density polyurethane foam injected through the slab to consolidate the unconfined sub-surface soils and to stabilize the concrete slab on grade.

3. We are of the opinion the existing concrete slab on grade consisting of the rear patio and the driveway is displaying differential soil settlement. The rear patio will require replacement (at a minimum) to install the rear foundation piers (underpinning)

Recommendation(s)

1. We are under the recommendation the perimeter foundation should be underpinned to provide stabilization by the installation of up to (6) hydraulic pressed steel piers consisting of 2 7/8" @ 0.25" wall internally sleeved with a 2 3/8" @ 0.25" wall pipe while supporting the footing and the foundation stem wall with an engineered bracket to bedrock/soil bearing strata (whichever occurs first, providing bearing pressures greater than 3,500 pounds per square foot (psf) which may result recovery and crack closure (which cannot be guaranteed) The cost of the foundation stabilization is estimated at $32,000.00;
2. We are under the recommendation the interior crack in the slab on grade should have 4 lbs/ft^3 polyurethane foam injected beneath the slab to for soils stabilization and potential lifting of the concrete. The cost of the interior stabilization is estimated at $16,000.00;
3. We are under the recommendation the driveway and rear patio will have to be replaced. The cost associated with this replacement is $13,200.00

The total cost of the foundation stabilization and replacement of concrete as required for the installation of piers and differential settlement is $61,200.00.

CONCLUSION

We are of the professional opinion the existing issues will continue to worsen over time due to the existing sub-surface soils providing bearing to the perimeter footing.

PFS Inc. reserves the right to adjust the pricing based upon current market value. Pricing is valid for 30 days from the date of this survey.

Below are some specifications for minimum construction standards that are referenced for our cursory surveys.

International Residential Code (IRC)

Section R301.1 Design (Comment: The code requires that buildings and structures have adequate strength to support the loads and forces without exceeding the allowable stresses on any element)

Section R301.5 Minimum Uniform Live Loads (Comment: The code requires that the minimum live loads be not less than the minimums established by the code)

Section R301.7 Deflections (Comment: The code establishes standards for the deflection of members)

Section R401.2 Foundation Construction (Comment: The code requires that the foundation construction be capable of accommodating of all loads. Structural fill can also be utilized with appropriate engineering design.)

Section R401.3 Drainage (Comment: The code requires that surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection so as to not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of 6 inches (152 mm) within the first 10 feet (3048 mm))

Section R403.1.4 Minimum Depth (Comment: The code requires that the bottom of foundations extend below the frost penetration level, but not less than twelve inches)

Section R403.1.8 Expansive Soils (Comment: The code requires that foundations in expansive soils be designed for that condition)

ASTM C1754 Standard Test Method for Density and Void Content of Hardened Pervious Concrete (Comment: The code requires for the concrete to be free of porosity and consolidation by vibratory screed methods, not hand vibration)

All opinions and references are in accordance with the International Code Council, the International Residential Code and the Arkansas Fire Prevention Code as it pertained to the minimum specifications as required by local building codes.

This professional opinion was based upon a cursory examination of the crawlspace construction materials visible at the time of examination on this specific day within the given range of environmental factors on the date of this report above. Other opinions could perhaps be developed as the result of a technically exhaustive engineering design by a licensed engineering firm. Such a study could involve several hours of information gathering at the site, laboratory testing, research, and engineering analysis; involving a substantially higher fee (beginning at ($1,500.00). This cursory survey should not be construed as a guarantee or warranty of any kind in the construction methods utilized.

This professional opinion is for the sole use of the Precision Foundation Specialists Inc's (PFS Inc.) client and is the intellectual property of PFS Inc. Client will defend, indemnify, represent and hold harmless PFS, Inc. from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in this document. No release without having obtained PFS, Inc's written consent prior. PFS Inc. does not authorize client to share this information with competing companies. Unauthorized use is will be punished by to the full extent of the law through all legal avenues. By release of this report all parties promise to in indemnify, represent and defend any and all claims for any damages claimed by others in the use of this report including loss of real estate contract. Liability is limited to the fees for the services provided. Thank you for calling upon PFS Inc. for this service.

Respectfully submitted,

Precision Foundation Specialists Inc.

By: Dr. Matthew Johnston, Ph.D; C/O PFS Inc.
Dr. Matthew Johnston, PhD., ASCE, CSE CSI



VESTA Foundation Solutions

Prepared by:
Billy Clark
bclark@vestafs.com

VESTA Foundation Solutions
www.vestaofarkansas.com
TF 479-424-1188
O Arkansas Admin 2021

Prepared on:
7-21-23

Prepared for:
Misty Simpson
misty@starpedtherapy.com
P (479) 283-5121

Job location:
2425 E Sharon St
Fayetteville, AR 72703

Project Summary

Lift and Level

Permanently Stabilize Foundation

Total Investment	$44,816.75
Same Day Coupon	$2,240.84
Total Contract Price	**$42,575.91**
Deposit Required - 25%	$10,643.98
Deposit Paid	$0.00
Amount Due Upon Installation	**$42,575.91**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 10 business days due to prices being subject to market fluctuations.

Authorized Signature _____ **Date** _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 5 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. NO VERBAL COMMITMENTS AND PROMISES ARE EXPRESSED OR IMPLIED OUTSIDE OF THIS WRITTEN DOCUMENT.

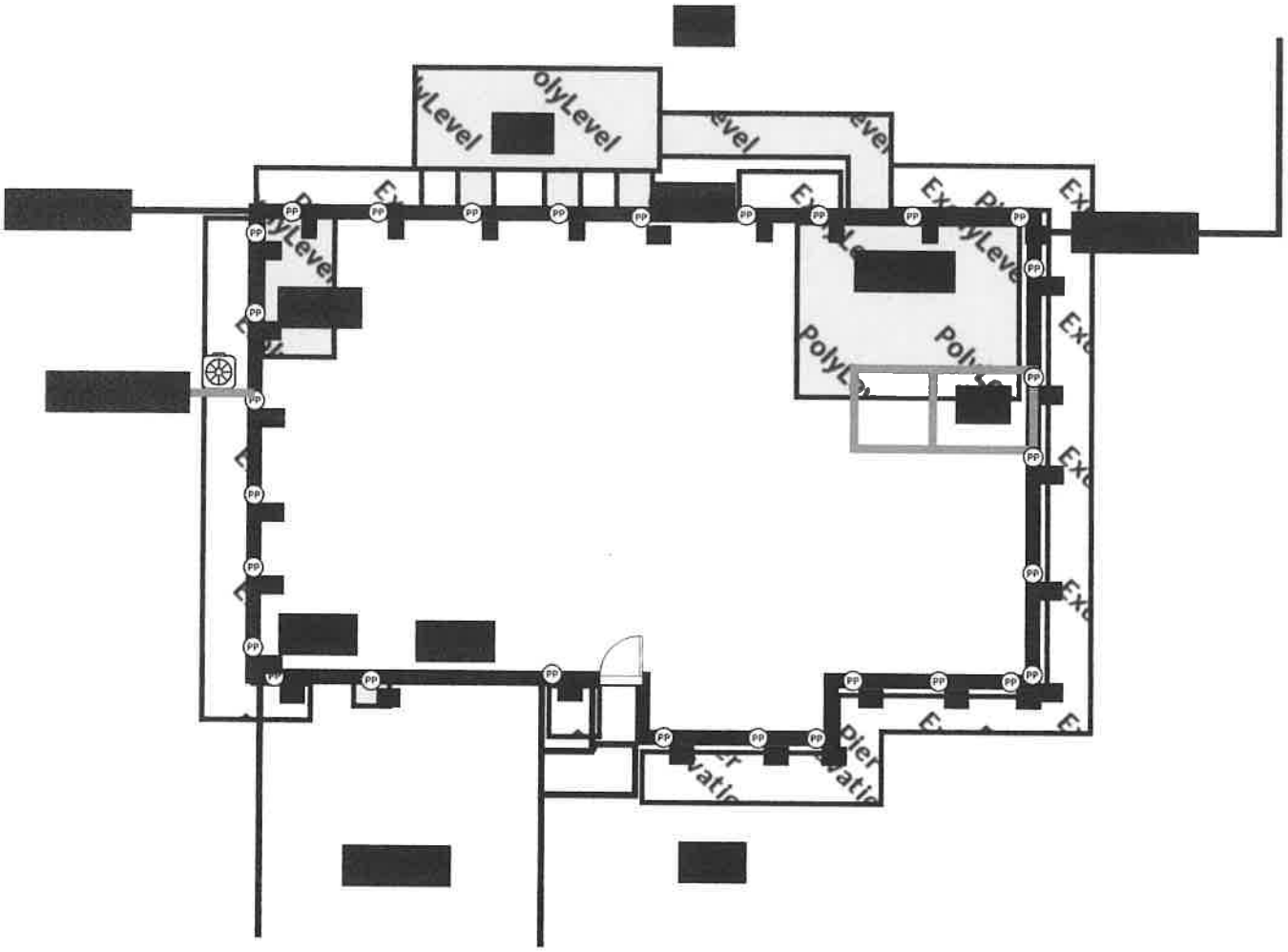
Customer Signature _____ **Date** _____

Customer understands VFS is not liable for damage caused by lift. **Initial** _____

Customer understands original position may not be possible. **Initial** _____

No Concrete Work

Job Details



Job Details (Continued)

Specifications

1) Install PolyLEVEL as indicated on job drawing. **2)** Install Push Pier(s) to support the foundation as shown on job drawing using a standard bracket. Final Location of pier(s) is subject to field conditions. Footer will be prepared by notching the concrete to seat bracket. External sleeve will be installed to re-enforce the pier system. The friction reducing collar will be utilized to ensure proper depths and load testing. Once complete the pier will be locked, benchmarked, and documents. Load testing and depth logs to be delivered upon completion. **3)** Excavate the soil at each pier location to the footing. Backfill and tamp soil after the system is installed. **4)** Remove and replace concrete as indicated on job drawing.

Contractor Will

1.) Remove and replace concrete as necessary in the workplace. Concrete will vary in color from what is existing.

2.) LIFT IS ALWAYS ATTEMPTED BUT NOT GUARANTEED. Every house or concrete fixture responds differently.

3.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result.

4.) Install dates are given but can be changed for circumstances outside of Vesta's control, such as weather, or equipment failure

5.) Install piers to any depth necessary at no additional cost to the customer.

6.) Benchmark the foundation and provide depth logs to customer when complete.

7.) Inject POLY Level foam on the inside of each pier to ensure settlement does not occur inside of the home.

8.) Coordinate to have utilities marked.

9.) Vesta can not guarantee that cracks will close either inside or outside. The customer is responsible for tuckpoint on exterior brick, or drywall interior cracks.

10.) Consult the customer if additional work is needed. This could be true if while doing work the production team comes across additional areas of concern that were not previously noted. No additional work will be done without the consent of the customer.

11.) The landscape will be disrupted. Vesta is not responsible for replacement.

12.) Remove and replace concrete as necessary in the workplace. Concrete will vary in color from what is existing. Vesta is not a concrete finisher therefore the texture will be different.

Customer Will

1.) Move items out of the work area space. If items are not moved and the production crew has to move items, the customer will be charged accordingly. If the job has to be rescheduled because items are not moved, the customer will be charged $750.00

2.) Have flooring repaired or replaced once the project is complete.

3.) Remove carpet.

4.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.

5.) Be available at START and FINISH of the project for a walk-through with the Foreman. This is intended to provide any changes needed for a successful installation.

6.) Customer will have HVAC duct lines in slab scoped and mapped prior to installation by third party provider.

7.) Call prior to 10 days of install date if rescheduling is necessary. If customer calls within those 10 days prior to installation a $750.00 rescheduling fee can be applied.

8.) Be responsible for any replacement of landscape.

Job Details (Continued)

Additional Notes

Underground lines that cannot be located may be subject to damage during excavation. Vesta is not liable for damage to underground hidden lines that may be damaged._____

Customer understands to move personal belongings away from work area prior to installation date. If items are not moved then the project will need to be rescheduled and subject to a fee of $750._____

The design of your system may be subject to change based on field conditions but is not limited to movement of product or possible additional products to help correct the issue._____

Customer understands that VFS will attempt to confirm installation date and time 10 business days prior to installation. If we are unable to confirm the installation date, the project will need to be rescheduled and subject to a fee of $750._____

Jobs with multiple services are subject to payment of each service upon completion of that service _____

Product List

Lift and Level

PolyLEVEL ..... 3 areas

Permanently Stabilize Foundation

3" Push Pier, Standard Bracket 29
Pier Excavation, 0-5' ..... 29 ft
Concrete R & R, Per Pier 4

Lift and Level - Areas

Area Title	LxWxD	Lbs	Location	Notes
Back patio/sidewalk Lifting	25x10x1	80	Back	Patio and sidewalk have settled
Interior bedroom floor Lifting (Indoor)	16x16x1	82	Other	Bedroom floor slab has settled
Kitchen floor Lifting (Indoor)	10x16x1	51	Other	Kitchen floor has settled

CSE Certified Structural Experts

CONTRACT AGREEMENT

EARTH

EARTH, hereinafter referred to as the "CONTRACTOR" and

Misty Simpson hereinafter referred to as "OWNER".

Witnessed: On this 15 day of NOV 2022, in consideration of the mutual agreements and provisions set forth below in this Contract by and between "CONTRACTOR" and "OWNER" who warrants that he/she is the owner of the premises at 2425 E Sharon St and he/she has the right and authority to contract for the enumerated work, described below, and do hereby agree as follows:

I. DESCRIPTION OF THE WORK TO BE PERFORMED BY CONTRACTOR:

36 Exterior Pier	___ Interior Pier	___ Support Pier	___ Discharge	___ Exterior Wall
___ Interior Wall Braces	___ Wall Pull Back	___ Exterior Deep Drain	___ Interior Floor Drain	___ Sump Pump
___ Back-up Pump	___ Surface Drain	___ Epoxy Injections	___ Wall Membrane	___ Support Beam

Warranty: Lifetime Transferable Warranty on Steel Piers

Other: Install 36 Stabil-Loc Steel Piers to stablize, in set slab with mortar after pier installation to fill voids $45,000.00

Tear out drive way and replace $13,800.00

Pour 4inch cap on sunken back porch and sidewalk $3800.00

Mailing Address: 2425 E Sharon St Fayetteville, AR
Street, City, State, Zip

Misty@storedtherapy.com 479-283-5121
Email Address Phone Number Alt. Phone Number

Work shall be completed in 30 days. Contractor shall remove and haul away all construction and/or installation debris and/or trash from the premises. Contractor shall furnish all necessary equipment, material and supplies and perform and complete all labor and services in a good workmanlike manner. Contractor warrants that the Company is insured, and qualified to perform and complete the above-described work. All the above-described construction, installation, and work is presumed to improve and enhance the value of the property and all labors and material, furnished by Contractor shall become part of the Owner's real property.

II. PRICE AND PAYMENT SCHEDULE: Total cost to the owner for the above-described work is $_____, of which $_____ is due upon acceptance of this contract, $_____ when work begins, and $_____ on completion. Any and all building permits, license fees, inspection fees by governmental agency including, but not limited to the City/State of _____, shall be paid by Contractor. In the event of the Owner's failure to promptly pay Contractor pursuant to this payment schedule, Owner shall be liable for any and all collection fees including attorney's fees, for the filing and enforcement of a mechanics' lien and/or other legal remedies available to the Contractor to enforce this Contract.

III. MODIFICATIONS AND CHANGES: Any changes or variations from the above descriptions and specifications in this Contract involving extra costs will be binding and executed only in writing, signed by all parties and shall be an extra charge, over and above the Contract price.

IV. DISCLAIMERS: 1. Contractor will take great care for plants and shrubs temporarily removed for work to be performed. All plants will be replanted by Contractor but ill not be responsible for life or longevity. 2. Contractor will attempt to stop any water intrusion caused by work performed, but will not be responsible for any water damages caused to any items or objects inside of the foundation system. 3. Any damage to the structure or utilities caused by the Contractor as a result of negligence or accident will be repaired by the Contractor. Lifting a structure can cause some cosmetic damage, such as cracks in sheet-rock, concrete and other rigid materials. Therefore, damage resulting from lifting the structure as called for in the Agreement will not be the responsibility of the Contractor. 4. The warranties cover the performance of systems installed by the Contractor. Piering Systems cover stabilization only. Contractor will achieve lift recovery as the structure allows. 5. This Contract is contingent upon there not being any "unfavorable delays" that shall be construed to mean delays due to strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, enemy or terrorist action, civil condition, fire, unavoidable casualty or similar causes beyond the control of Contractor.

V. NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THE CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THE CONTRACT. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR A "LIEN WAIVERS" FOR ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR THE LABOR AND MATERIALS TWICE.

VI. COUNTERPARTS: This Contract may be executed in counterpart, each of which shall be deemed an original but all of which together shall constitute on and the same Contract.

VII. ENTIRE AGREEMENT: This contract constitutes the entire understanding and agreement between the Contractor and Owner with regard to all matters herein. There are no other agreements, conditions, or representation, oral or written, expressed or implied, with regard thereto. The Contract may be amended only in writing, and signed by both Contractor and Owner.

VIII. BINDING EFFECT: The provisions of this Contract shall be binding upon acceptance by Contractor and Owner and their respective successors and assigns.

IX. GOVERNING LAW: This Contract shall be construed and enforced in accordance with the laws of the State of Arkansas.

X. ACCEPTANCE: We have read and agree to the terms and conditions of this Contract as set forth above. Note- This Contract Agreement "BID" may be drawn by us if not accepted within 30 days.

Owner

Paul D Ensz
Contractor

Total Work Quoted $62,600

Fanning Construction

RECIPIENT:

Misty Simpson
2425 East Sharon Street
Fayetteville, Arkansas 72703
Phone: 4792835121

Quote #25	
Sent on	May 31, 2023
Total	$16,075.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Bathroom	Demo and Remodel	1	$5,950.00	$5,950.00
Bedroom Flooring		1	$4,725.00	$4,725.00
Marble Shower	36"x59"x88" Pan, walls, trim, & soap dish	1	$5,400.00	$5,400.00

A 30% deposit will be required to begin.

Bathroom/Shower
Fanning Construction
$16,075.00

Jun 07, 2023
Date

Client Signature

Total **$16,075.00**

This quote is valid for the next 30 days, after which values may be subject to change.

Bath Makeover of Arkansas
8215 I-30 West Suite A
Little Rock, AR 72209 US
+1 8005164214

Estimate 1509

Bath Makeover of Arkansas

ADDRESS
Misty Simpson
2425 E Sharon St
Fayetteville, AR 72703

DATE
05/16/2023

TOTAL
$12,200.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Shower Replacement	Demo of Existing Bathtub, Inspect Plumbing, Treat Mold and Mildew, Haul off Debris	1	13,400.00	13,400.00
	58 x 34 Biscuit Shower Base Horizon Beige Standard Wall System 4x Single Tier Shelves (Black) Matte Black Fixtures Universal Shower Head Double Sliding Clear Glass Door			
	Flooring (Labor Only)			
	**********			
Discounts Applied	Spring Into Savings Event $1000 off Installation $200 Senior/Military Discount $200 Target Gift Card	1	-1,200.00	-1,200.00
	**********			
Added Value	5 Year Workmanship Warranty Acrylic Lifetime Warranty	1	0.00	0.00

Taxes included. Wants Target Gift Card

TOTAL $12,200.00

THANK YOU.

Accepted By

No bid
Cannot do
floor or
sheetrock

Accepted Date

Mac Residential Services LLC
1905 Town West Dr
Rogers, AR 72756
mmacleay@hotmail.com
macresidentialservices.com

Estimate

ADDRESS
Misty Simpson
2425 E Sharon St.
Fayetteville AR United States
AR 72703

ESTIMATE # 1711
DATE 05/14/2023

START DATE ON (OR AROUND)
July 24

APPROXIMATE INSTALL LENGTH
12 Days

ACTIVITY	QTY	RATE	AMOUNT
Sales Onyx Collection Shower: 1) Demo existing tile shower and dispose of all job-related debris. 2) Apply necessary mold inhibitor and clean studs, concrete, and walls to address mold. 3) Repair wood and interior wall board damaged by water intrusion. 4) Install new moisture-resistant drywall. 5) Provide and install Onyx Collection shower kit (60x34" pan, walls, shower caddy, and door); color is TBD.	1	7,600.00	7,600.00
Sales Bathroom drywall and flooring: 1) Remove and save for reinstall bathroom vanity, top, toilet, and mirror. Demo existing drywall approx. 4 feet high around the bathroom. Demo existing tile floor and window. 2) Clean all mold and treat with mold inhibitor. 3) Reinstall drywall, finish, texture, and prime. 4) Provide and install new luxury vinyl plank flooring including baseboards. 5) Provide and install new window to replace moisture-damaged unit. Provide and install appropriate trim. 6) Reinstall vanity and top, mirror, and toilet.	1	4,500.00	4,500.00
Sales Bedroom flooring:	1	3,400.00	3,400.00

ACTIVITY	QTY	RATE	AMOUNT
1) Demo existing laminate flooring and baseboards in master bedroom. 2) Provide and install necessary underlayment in master bedroom. 3) Provide and install luxury vinyl plank flooring in master bedroom. 4) Provide and install painted baseboards in master bedroom.			
Sales Drywall ceiling repair: 1) Repair drywall cracking that has occurred on the ceiling area of the master bedroom, hallway, and front entry that has occurred due to movement caused by water damage.	1	1,950.00	1,950.00
		TOTAL	**$17,450.00**

Accepted By

Accepted Date

NWA Creative Spaces Llc

Kevin Fronterhouse
Business Number 479-530-4767
25 Wallin Mountain Road
West Fork, Arkansas, 72774
479-305-4631
www.nwacreativespaces.com
kfrontin2011@gmail.com

ESTIMATE
EST0218

DATE
May 4, 2023

TOTAL
USD $10,088.90

TO

Misty Simpson

2425 E. Sharron St.
Fayetteville
479 283 5121
Misty@starpedtherapy.com

DESCRIPTION	RATE	QTY	AMOUNT
Remove old retaining wall in back of fence Remove old retaining wall in back of fence and haul off. 425.	$425.00	1	$425.00
Move shed. and re form foundation Move storage shed and Grade out soil underneath. put back in place and stand up on shed foundation blocks. Foundation blocks. 90. run treated 2x4 in slots in blocks and screw shed skids to them for support.	$1,500.00	1	$1,500.00
Remove bad soil ie clay from back yard. Remove bad clay soil from back yard. re slope yard for proper drainage. Appx 6" bad soil. Appx 36 to 48 cubic yards bad soil. Including haul off.	$2,820.00	1	$2,820.00
Add one load topsoil back blade out one load topsoil to back lawn. soil 425. Machine and hand work. 1050. 14	$1,475.00	1	$1,475.00
Sod back yard with fescue sod. 6 pallets fescue sod. 2100. delivery 300.	$2,400.00	1	$2,400.00
labor laying sod.	$650.00	1	$650.00*

* Indicates non-taxable line item

SUBTOTAL	$9,270.00
TAX (9.5%)	$818.90
TOTAL	USD $10,088.90

Creative Spaces is licensed and insured to perform duties listed above. All work will be performed in a timely and professional manner using top quality materials. Half payment due upfront to cover material costs. Final payment due upon completion and client satisfaction. Includes all material tax and labor tax. 3 percent added if paid with credit card.

Estimate is good for 2 weeks as material costs is constantly changing. Any changes to contract may incure additional costs.

NWA Creative Spaces Llc

Kevin Fronterhouse
Business Number 479-530-4767
25 Wallin Mountain Road
West Fork, Arkansas, 72774
479-305-4631
www.nwacreativespaces.com
kfrontin2011@gmail.com

ESTIMATE
EST0220

DATE
May 4, 2023

TOTAL
USD $4,361.33

TO

Misty Simpson

2425 E. Sharron St.
Fayetteville
479 283 5121
Misty@starpedtherapy.com

DESCRIPTION	RATE	QTY	AMOUNT
Side and front yards except west side of house. Blade off excess soil appx 3 inches and haul off. Front and side yard. remove appx 11 yards of old soil. one truck load.	$1,460.00	1	$1,460.00
Fescue sod front and sides. 5 pallets. 1750. delivery 250.	$1,975.00	1	$1,975.00
Labor installing sod.	$600.00	1	$600.00*

* Indicates non-taxable line item

SUBTOTAL	$4,035.00
TAX (9.5%)	$326.33
TOTAL	USD $4,361.33

Creative Spaces is licensed and insured to perform duties listed above. All work will be performed in a timely and professional manner using top quality materials. Half payment due upfront to cover material costs. Final payment due upon completion and client satisfaction. Includes all material tax and labor tax. 3 percent added if paid with credit card.

Estimate is good for 2 weeks as material costs is constantly changing. Any changes to contract may incure additional costs.

Fay-Ark Lawn Co. LLC

155 Whitney Lane | Farmington, Arkansas 72730
4799666409 | office@fay-ark.com | landscapefayetteville.com

RECIPIENT:

Misty Simpson
2425 East Sharon Street
Fayetteville, AR 72703

Quote #912	
Sent on	Jun 14, 2023
Total	**$21,370.89**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Landscape Projects	Remove 3 wooden decks, and haul away. Dig up and haul away approx. 4-6" of soil that washed into yard from water leak. Install approx. 4" of sifted topsoil in the backyard. Grade lawn properly to drain to the south side of backyard (into back drainage ditch) Install fescue sod in the entire backyard. Move shed to remove soil from water leak, then reset shed on cinder blocks in the southwest corner of yard (where it is sitting currently) Remove approx. 4" of soil in front yard (west side 1/2 of front yard), then install topsoil, and seed/straw those disturbed areas. Cleanup brush/debris on west side yard. Haul away all debris cleaned up.	1	$19,472.34	$19,472.34

A deposit of $10,685.45 will be required to begin.

This quote is valid for the next 10 days, after which values may be subject to change.

By signing this quote you have agreed to the terms and conditions attached.

Subtotal	$19,472.34
Sales Tax (9.75%)	$1,898.55
Total	**$21,370.89**

Signature: _____ **Date:** _____

Gmail

Misty D Simpson <misty@starpedtherapy.com>

Bid

1 message

Joel Scott <jmsenterprisesofar@gmail.com>
To: Misty@starpedtherapy.com

Fri, Jun 9, 2023 at 3:59 PM

Good afternoon

I am sorry but I am unable to bid on your project due to:

1. Concern about damaging the roots of the large pine trees during excavation
2. Concern about proper eradication of fungus/mold on current soil

I appreciate you thinking of us and hope we can work together on a future project.

Joel Michael Scott
The Lillian Co. LLC
License No. 0409410122
landscaping, maintenance and home repair
479.966.7334
https://www.thelillianco.com/

Yard No Bid

PRIVACY FENCE, INC

EQ 7/18/23

ESTIMATE: M T W T F S
Date: 7/17/2023 _____ AM / PM
APPROV DATE: ____/____/ 2023
APPROX START: ____/____/ 2023

ADVERTISING
A LIST CBRN CONTR INET N&N
ESTER PREV RED REF SIGN SOCIAL YB

PO Box 7582
Springdale, AR 72766
Office: 479-751-7894
PrivacyFenceNWA.com

Proposal / Invoice

INV# 23- 0952

AR Contractor License #
0156100422

UTILITIES
ATT AWG BHTLS CARROLL CITY-BVILLE COX
C-TEL LC OZGO OZARK PGT SWEPCO WS

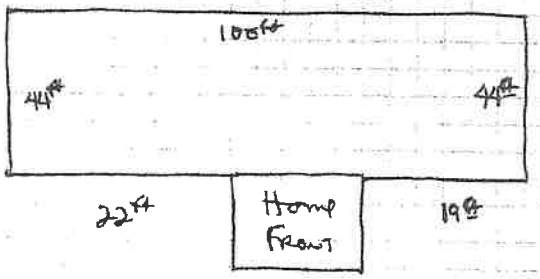
REF #: _____
ARKUPS: ____/____ AM / PM

Client: Misty Simpson Email: Misty@StarPedtherapy.com

Address: 2425 E. Sharon St Fayetteville AR Phone: 479-283-5131

- ☐ TREES/BRUSH
- ☐ HILLSIDE
- ☐ ROCKY
- ☐ WATER AVAILABLE
- ☑ 0"-2" OFF GROUND
- ☑ ELECTRICITY AVAILABLE
- ☐ FENCE OFF GROUND >2"
- ☐ FINISHED SIDE OUTSIDE
- ☐ FINISHED SIDE INSIDE
- ☐ DOGS

Redo fence / Reinstall fence panels / Replace up to (50) pressure treated pickets
Plus Add 2X6 Rot Board to Bottom of fence



City to take down fence panels BUT NOT POSTS.
City to Regrade yard.
Privacy fence to Reinstall fence back to steel posts
Plus Add 2X6 Rot Board to Bottom of fence.

****PRESSURE TREATED RAILS AND POSTS USED UNLESS OTHERWISE NOTED ON THIS PROPOSAL****

FENCE TYPE
- ☑ BOARD TO BOARD
- ☐ SHADOW BOX
- ☐ BOARD ON BOARD
- ☐ ORNAMENTAL IRON
  - _____ 2 RAIL
  - _____ 3 RAIL
- ☐ CHAIN LINK _____ GAUGE
  - _____ GALVANIZED
  - _____ VINYL COATED
  - BLACK GREEN BROWN
- ☐ TEAR OUT _____ footage
- ☐ HAUL OFF _____ footage

PICKETS

	HEIGHT	FOOTAGE
☑ PRESSURE-TREATED PINE	4FT / 5FT / (6FT)	229 ft
☐ EASTERN CEDAR	4FT / 5FT / 6FT	
☐ WESTERN CEDAR	4FT / 5FT / 6FT	
☐ MAJESTIC (SMOOTH TOP)		
☐ CLASSIC (PINCHED PICKET)	4FT / 5FT / 6FT	
☐ GENESIS (EXTENDED PICKET)		

TERM POSTS _____
LINE POSTS _____ 4FT / 5FT / 6FT
TOP RAIL _____
OTHER: Add 2X6 Rot Board Pressure treated pine + Re install fence panels to existing posts

SINGLE GATES:
- ☐ WOOD FRAME
- ☑ STEEL FRAME — Rehang two metal frame gates
- ☐ CHAIN LINK
- ☐ ORNAMENTAL

DOUBLE GATES:
- ☐ WOOD FRAME
- ☐ STEEL FRAME
- ☐ CHAIN LINK
- ☐ ORNAMENTAL

Optional: Y / N - Postmaster Steel Posts, add to total $_____
Y / N - Galvanized Steel Gate Frames, add to total $_____

We propose to furnish material and labor, with the included specifications for the sum of:
CHECK/CASH PRICE: $ 4,840.00
CREDIT CARD PRICE: $ X
VISA
(3.5% processing fee applicable)
TAX: $ N/A
DEPOSIT: $ X
BALANCE DUE UPON COMPLETION: $ 4,840.00

FINANCING
Hearth helps you find monthly payments for your project. Visit our website or Scan the QR code below
http://PrivacyFenceNWA.com

*Acceptance of Proposal	Client Signature: _____ Date: ____/____/2023	PFI Signature: John Cole Date: 7/17/2023

PRIVACY FENCE, INC*

Privacy Fence, Inc. agrees to
shrinking, checking, or other
be applied to the wood in

Responsibility for complyin
responsibility concerning pr

Privacy Fence, Inc. will assun
sprinkler lines or any other u

Any additions or changes
Privacy Fence, Inc. Right

Repair to fence after yard is regraded

included are: alignment due to warping, splitting, twisting, used under this contract. It is recommended that sealer er damage caused by acts of God, weather, incidental ur control.

no circumstances does Privacy Fence, Inc. assume any roperty surveyed. The client will defend Privacy Fence., the fence.

rivacy Fence, Inc. assumes no responsibility for unmarked recting Privacy Fence, Inc. to dig in the immediate vicinity

ed on this contract and will become due and payable to the terms of the contract. The client agrees to pay all

Fanning Construction

RECIPIENT:

Misty Simpson
2425 East Sharon Street
Fayetteville, Arkansas 72703
Phone: (479) 283-5121

Quote #28	
Sent on	Jul 06, 2023
Total	$14,801.98

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Labor	labor charge includes demo, rebuild, back patio build, and haul off/cleanup.	1	$9,226.35	$9,226.35
Materials	Materials needed for demo & construction.	1	$5,575.63	$5,575.63

A 30% deposit will be required to begin.



Job consists of demoing 10x20 patio cover & rebuilding, building a 10x20 deck attached to front of bedroom. 30% deposit will be required to began.

This quote is valid for the next 30 days, after which values may be subject to change.

Total **$14,801.98**

Signature: _____ **Date:** _____

Kevin Fronterhouse
Business Number 479-530-4767
25 Wallin Mountain Road
West Fork, Arkansas, 72774
479-305-4631
www.nwacreativespaces.com
kfrontin2011@gmail.com

ESTIMATE
EST0219

DATE
May 4, 2023

TOTAL
USD $8,617.65

TO

Misty Simpson

2425 E. Sharron St.
Fayetteville
479 283 5121
Misty@starpedtherapy.com

DESCRIPTION	RATE	QTY	AMOUNT
Back pergola torn down and hauled off. Totally remove back pergola. Dump fee 250. labor 820.	$970.00	1	$970.00
Install new patio on top of old concrete patio. 200 sq ft.	$3,000.00	1	$3,000.00
New Pergola New cedar 10 x20 ft. made of cedar pergola with clear top drained away from house with gutter in front. still have to clear this price could be more or less.	$3,900.00	1	$3,900.00
	$0.00	1	$0.00
SUBTOTAL			$7,870.00
TAX (9.5%)			$747.65
TOTAL			USD $8,617.65

Creative Spaces is licensed and insured to perform duties listed above. All work will be performed in a timely and professional manner using top quality materials. Half payment due upfront to cover material costs. Final payment due upon completion and client satisfaction. Includes all material tax and labor tax. 3 percent added if paid with credit card.

Estimate is good for 2 weeks as material costs is constantly changing. Any changes to contract may incure additional costs.

NWA Creative Spaces LLC
Kevin Fronterhouse
Business Number 479-530-4767
25 Wallin Mountain Road
West Fork, Arkansas, 72774
479-305-4631
www.nwacreativespaces.com
kfrontin2011@gmail.com

ESTIMATE
EST0219

DATE
May 4, 2023

TOTAL
USD $8,617.65

TO

Misty Simpson

2425 E. Sharron St.
Fayetteville
479 283 5121
Misty@starpedtherapy.com

DESCRIPTION	RATE	QTY	AMOUNT
Back pergola torn down and hauled off. Totally remove back pergola. Dump fee 250. labor 820.	$970.00	1	$970.00
Install new patio on top of old concrete patio. 200 sq ft.	~~$3,000.00~~	1	~~$3,000.00~~
New Pergola New cedar 10 x20 ft. made of cedar pergola with clear top drained away from house with gutter in front. still have to clear this price could be more or less.	$3,900.00	1	$3,900.00
	$0.00	1	$0.00
SUBTOTAL			$7,870.00
TAX (9.5%)			$747.65
TOTAL			USD $8,617.65

Creative Spaces is licensed and insured to perform duties listed above. All work will be performed in a timely and professional manner using top quality materials. Half payment due upfront to cover material costs. Final payment due upon completion and client satisfaction. Includes all material tax and labor tax. 3 percent added if paid with credit card.

Estimate is good for 2 weeks as material costs is constantly changing. Any changes to contract may incure additional costs.

This is not built into my house like the existing cover and patio will be pervued by foundation repair

Pennington Home Repair & Remodeling
479-601-6100
14485 Elkhorn Springs RD
Fayetteville, AR 72704

Prepared For
Misty Simpson
2425 East Sharron st.
Fayetteville, AR

Estimate Date
05/17/2023

Estimate Number
51624

Reference
2425 E. Sharron st.

Description	Rate	Qty	Line Total
Remove back roof over concrete slab & haul off debris.	$1,500.00	1	$1,500.00
Frame old slab & pour slab on top.	$4,000.00	1	$4,000.00
Build new 10'x20' cedar pergola. Install clear corrugated roofing panels, install gutter on the pergola on the low side.	$4,750.00	1	$4,750.00

Subtotal	10,250.00
Tax	0.00
Estimate Total (USD)	$10,250.00

Notes
Thank you, Michael Pennington

Not built into house like existing

Terms
There will be a 4% additional charge for all payments made by credit card.

The rot on the overhang from the pilar sinking that holds it up. I can get more photos if you need.

Shows the fence being on top of garden beams



October 25, 2021

Jan Phillips Insurance Agency, Inc.
3612 W Sunset Ave
Springdale, AR 72762

RE: Misty D. Simpson
2425 E Sharon St
Fayetteville, AR 72703
Policy Number 04-BE-B130-0F

This is to inform whomever it may concern that Misty D. Simpson does not have a flood insurance policy with this agency.

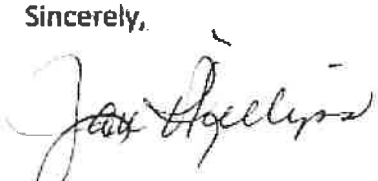
Furthermore, her homeowners policy with State Farm includes the following exclusion:

c. Water, meaning:

(1) flood; (2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant; (3) waves (including tidal wave, tsunami, and seiche); (4) tides or tidal water; (5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held contained controlled, or diverted by a dam, levee, dike or any type of water containment, diversion, or flood control device); (6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not; (7) water or sewage from outside the residence premises plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area; (8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a building structure, sidewalk, driveway, swimming pool, or other structure; or (9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above. However, we will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a loss insured.

Please contact us if you have further questions regarding this matter.

Sincerely,



Jan Phillips
Agent
479-756-3505
jan.phillips.b2yb@statefarm.com

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1123

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Kevin Springer, Budget Director

DATE:

SUBJECT: **2024 Millage Levy**

RECOMMENDATION:
City staff recommends that City Council approve the millage levy ordinance which includes 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 3.7 mils for the Fayetteville Public Library, and 2.3 mils for 2024 General Fund operations. The mils remain unchanged from last year's millage levy for 2023 General Fund operations.

BACKGROUND:
Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2023.

As of August 6, 2023, the total assessed value of real and personal property located within the city limits of Fayetteville is approximately $2.36 billion. The assessed valuation comes before the Washington County Board of Equalization has made all changes to the County Assessors Abstract.

DISCUSSION:
A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property, as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library. One was approved by the voters on October 1, 2002 and was for 1.0 mil for real property and 1.0 mil for personal property. On August 9, 2016 the citizens of Fayetteville voted to increase the millage for the library. The referendum approved was for an increase of 1.5 mils for operations for a total of 2.5 mils for operations. Additionally, 1.2 mils were approved by the voters for the bond debt service for the library expansion.

Total millage for the Fayetteville Public Library is 3.7 mils. The 1.20 mils will be removed when the bonds are retired.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mils for both real and personal property.

The 2024 proposed property tax revenue amount based on the 2.3 mil levy is estimated to bring in $5,304,000 in General Fund revenue. Below is a proposed calendar of meetings which can be used to discuss the millage levy.

Tuesday, September 26	Agenda Session
Tuesday, October 3	City Council Meeting
Tuesday, October 10	Agenda Session
Tuesday, October 17	City Council Meeting

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which is anticipated to be approved at the November 16, 2023 Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31 each year. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2023.

A summary of the millage request is below.

2.3 mils for General Fund Operations
2.5 mils for the Fayetteville Public Library Operations
1.2 mils for the Fayetteville Public Library Expansion
0.4 mils for the Police Pension Fund
0.4 mils for the Fire Pension Fund

BUDGET/STAFF IMPACT:
The 0.4 mils Police and 0.4 mils Fire are needed to fund each Pension plan. The 2.5 mils are used to fund the operation and the 1.2 mils will be used for the bond debt service for the Fayetteville Public Library. The 2.3 mils request will be used to fund General Fund operations.

ATTACHMENTS: SRF - 2023 Property Tax (#3), Required Millage Rollback of .1 Mill (#4), Certification of Assessor's Computation for Required Millage Rollback of .1 Mill (#5)

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

File #: 2023-1123

2024 Millage Levy

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2023 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2023 to be collected in 2024 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

Purpose	**Levy**
General Fund – Operations	2.3 mills
Fayetteville Public Library – Operations	2.5 mills
Fayetteville Public Library – Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	0.4 mills
TOTAL	**6.8 mills**

Section 2: That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance in the Office of the County Clerk for Washington County, Arkansas.

City of Fayetteville Staff Review Form

2023-1123

Item ID

10/3/2023

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

Kevin Springer	9/14/2023	BUDGET & INFORMATION MGMT (133)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City Council is requested to adopt real and personal property tax rates for 2023 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, the Fayetteville Public Library and the City's General Fund. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The rate for the Fayetteville Public Library is 3.7 mils for real property and 3.7 mils for personal property. The rate requested for the City's General Fund is 2.3 mils for real property and 2.3 mils for personal property.

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 # 6601

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Received By: Stacy Barnes 10/09/2023

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Paul Becker,** Finance Director
Susan Norton, Chief of Staff

FROM: **Kit Williams,** City Attorney

DATE: **October 9, 2023**

RE: **Required Millage Rollback of .1 Mill**

Paul provided me the Washington County Assessor's information that the amount to be paid by property owners increased in the most recent County-wide assessment slightly higher than the constitutionally allowed 10%. Therefore, *Amendment 56 to the Arkansas Constitution* passed by the voters requires all levying authorities (like us) in the county to rollback their total millage to limit the growth in the property tax revenues to 10%. We usually levy a total of 6.8 mills for all purposes, but will be constitutionally required to roll this millage back to 6.7 mills. **This will still be an increase of about 10% in millage revenue that we levy**.

Paul and I have agreed that the most logical place to rollback the .1 mill would be in the City's constitutionally allowed discretionary operational millage which then would change from 2.3 to 2.2 mills. All other millages that we levy for the pension funds and library were approved by the voters and would require another public vote to adjust the mills.

Please find attached the proposed amended Levying Ordinance containing a short explanation of the need to lower the City's General Fund-Operations millage from 2.3 to 2.2 mills and our total from 6.8 to 6.7 mills. The City Council will need to amend the current millage ordinance to this amended one during the October 17th City Council Meeting.

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2023 FIXING THE RATE THEREOF AT 2.2 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

WHEREAS, the City of Fayetteville has been levying a total of 6.8 mills for the last few years for the following purposes: General Fund – Operations 2.3 mills; Fayetteville Public Library – Operations 2.5 mills; Fayetteville Public Library -Expansion Bonds 1.2 mills; Policeman's Pension and Relief Fund .4 mills; and Fireman's Pension and Relief Fund .4 mills; and

WHEREAS, because the Washington County Assessments of property have increased slightly more than the constitutionally allowed 10%, a small roll-back of .1 mill is required so the total levy would be reduced to 6.7 mills.

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2023 to be collected in 2024 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

Purpose	**Levy**
General Fund – Operations	2.2 mills
Fayetteville Public Library – Operations	2.5 mills
Fayetteville Public Library – Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	0.4 mills
TOTAL	**6.7 mills**

Section 2: That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance in the Office of the County Clerk for Washington County, Arkansas.

PASSED and **APPROVED** this 17th day of October, 2023.

Received By: Stacy Barnes 10/12/2023 2:03 P.M

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk/Treasurer

THRU: **Paul Becker,** Finance Director PB

CC: **Susan Norton,** Chief of Staff

FROM: **Kit Williams,** City Attorney

DATE: **October 12, 2023**

RE: **Certification of Assessor's Computation for Required Millage Rollback of .1 Mill**

Paul provided me the Washington County Assessor's Computation and Certification Form (attached) which explained that the amount to be paid by property owners had increased in the most recent County-wide assessment slightly higher than the constitutionally allowed 10% and how the previous millage needed to be reduced by 0.1 mill. The Assessor requests that the City Council formally express its agreement with the Assessor's computations on that form. Paul and I have reviewed this form and do not disagree that the computations thereon support the necessity of reducing our total levy from 6.8 to 6.7 mills for all our requested levying.

Please find attached the proposed further amended Levying Ordinance which now adds the Assessor's requested approval by the City Council of the Computation and Certification Form explaining the need to lower the City's General Fund-Operations millage from 2.3 to 2.2 mills and our total from 6.8 to 6.7 mills. The City Council will need to amend the current millage ordinance to this further amended ordinance rather than the earlier one during the October 17th City Council Meeting.

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2023 FIXING THE RATE THEREOF AT 2.2 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

WHEREAS, the City of Fayetteville has been levying a total of 6.8 mills for the last few years for the following purposes: General Fund – Operations 2.3 mills; Fayetteville Public Library – Operations 2.5 mills; Fayetteville Public Library -Expansion Bonds 1.2 mills; Policeman's Pension and Relief Fund .4 mills; and Fireman's Pension and Relief Fund .4 mills; and

WHEREAS, because the Washington County Assessments of property have increased slightly more than the constitutionally allowed 10%, a small roll-back of .1 mill is required so the total levy would be reduced to 6.7 mills; and

WHEREAS, the Fayetteville City Council agrees with the Washington County Assessor's computations of the necessary 0.1 mill rollback requirement shown on the attached Computation and Certification Form.

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2023 to be collected in 2024 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

Purpose	**Levy**
General Fund – Operations	2.2 mills
Fayetteville Public Library – Operations	2.5 mills
Fayetteville Public Library – Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	0.4 mills
TOTAL	**6.7 mills**

Section 2: That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance in the Office of the County Clerk for Washington County, Arkansas.

Section 4: That the Mayor is authorized to sign the attached 26-26-404 Computation and Certification Form for Fayetteville prepared by the Washington County Assessor with the computations and required rollback of 0.1 of the previous 6.8 millage levy to 6.7 mills to express the agreement of the Fayetteville City Council with these computations.

PASSED and **APPROVED** this 17th day of October, 2023.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

26-26-404 Computation and Certification Form (Cities Form)

Base Year Millage Rollback Computation and Certification Form

COUNTY: Washington

TAXING UNIT: Fayetteville

DATE: 10/5/2023

1. Compute the following to discover total of reassessed property:

   a. Total base year assessments 2,031,084,104

   b. Less newly discovered, new construction properties 87,486,015

   c. Equals total reassessed properties 1,943,598,089

2. Compute the following to find the zero-increase millage adjustment:

   a. Base-year taxes certified for collection $ 12,068,136.68

   b. Divided by reassessed properties 1,943,598,089

   c. Equals zero-increase millage 0.00621

3. Compute the following to find the percentage of newly discovered property:

   a. Newly discovered, new construction properties 87,486,015

   b. Divided by total assessed properties 2,031,084,104

   c. Equals percent newly discovered 4.31%

4. Millage adjustment option:

   a. Maximum increase option 10.00%

   b. Minus newly discovered property percentage 4.31%

   c. Allowable optional millage increase 5.69%

5. To compute millage adjustment option if applicable:

   a. Rolled back zero-base millage 0.00621

   b. Times allowed optional millage increase percent 1.0569

   c. Equals indicated overall millage of 0.00657

6. Each tax source or levy shall be adjusted by applying the following computed multipliers and adjusting to the next highest one-tenth (1/10) mill:

   a. Overall millage from 5.c above or 2c 0.00657

   b. Divided by previous millage prior to base year 0.00680

   c. Equals multiplier 0.9662

7. Compute each tax source or levied millage in the following table:

Tax Source	Previous Millage	x	Multiplier	=	Adjusted Millage /	Rounded Millage
General	0.00230	x	0.9662	=	0.002222	0.00230
Police	0.00040	x	0.9662	=	0.000386	0.00040
Fire	0.00040	x	0.9662	=	0.000386	0.00040
Library	0.00370	x	0.9662	=	0.003575	0.00360
Other		x	0.9662	=	-	-
			Total of Millage	=		0.0067

Please review

CERTIFICATION SIGNATURES

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1141

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

DATE:

SUBJECT: **Approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Parti Investments, LLC necessary for the Highway 71B Corridor Project.**

RECOMMENDATION:
Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Parti Investments, LLC necessary for the Highway 71B Corridor Project.

BACKGROUND:
The School Avenue and College Avenue Corridors serve as the major north-south route through the central part of the City and are major commercial and retail destination. Maintaining and improving the corridors will allow them to continue to serve mobility needs, and to continue to develop/redevelop as commercial corridors.

Improvements to these corridors will include striping, widening and/or narrowing of the roadway, utility relocation (including burial of overhead utilities), sidewalk/trail installation, accommodations for transit systems, elimination or reconfiguration of driveways, additional traffic signals, medians, plazas, art installations, lighting, wayfinding, protected intersections, parking, and other corridor improvements identified in the design process.

In December of 2021, the City Council approved a design contract with Garver, LLC for the detailed design of this project. The design is complete and the project is planned to be bid after the land acquisition is complete.

DISCUSSION:
Right of way and easement acquisition began for this project in July of 2023. Staff has been successful in acquiring all but a few of the properties for this project. The owner of this property at 1150 N. College Avenue has refused to sign right-of-way and easement documents. This is one of the last of the 13 properties to be acquired for this portion of the project. Staff will continue to negotiate with this property owner to avoid condemnation if possible. However, it is imperative that the right of way be acquired in a timely manner so as not to delay the construction. The City is acquiring 2,101 square feet (.05 acres) of utility easement and 200 square feet (.000 acres) of right of way from this property.

BUDGET/STAFF IMPACT:
The corridor improvements are funded by the 2019 Transportation Bond Program. The agenda item staff

review form indicates $10,878.75 as the cost of this request. It should be noted that this is an estimate, based on the appraised values of other properties on this project, and that the final cost is subject to negotiation with the property owners or by court order. An appraisal for this property has been ordered. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for each property.

ATTACHMENTS: SRF (#3), 1150 N College Vicinity Map (#4), Parti Investments (Adam Day) Documents and Exhibits (#5), Parti Investments (Adam Day) Case History (#6)

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

File #: 2023-1141

Approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Parti Investments, LLC necessary for the Highway 71B Corridor Project.

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY PARTI INVESTMENTS, LLC NEEDED FOR THE HIGHWAY 71B CORRIDOR PROJECT

WHEREAS, the City of Fayetteville and Parti Investments, LLC have been unable to agree upon a fair price for approximately 0.05 acres of utility easement and 200 square feet of right-of-way needed to complete the Highway 71B Corridor Project; and

WHEREAS, the City of Fayetteville needs to gain possession of this needed property promptly to begin work on this public improvement and to not delay construction of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 71B Corridor Project and owned by Parti Investments, LLC, that is needed for a utility easement and right-of-way for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $10,878.75.

City of Fayetteville Staff Review Form

2023-1141

Item ID

10/17/2023

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

Matt Casey	9/28/2023	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Parti Investments, LLC necessary for the Highway 71B Corridor Project.

Budget Impact:

4702.860.7221-5805.00	Street Projects 2022 Bonds
Account Number	Fund
46020.7221.1020	Hwy 71B Corridor
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	942,817.00
		Expenses (Actual+Encum)	$	689,556.65
		Available Budget	**$**	**253,260.35**
Does item have a direct cost?	Yes	Item Cost	$	10,878.75
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**242,381.60**

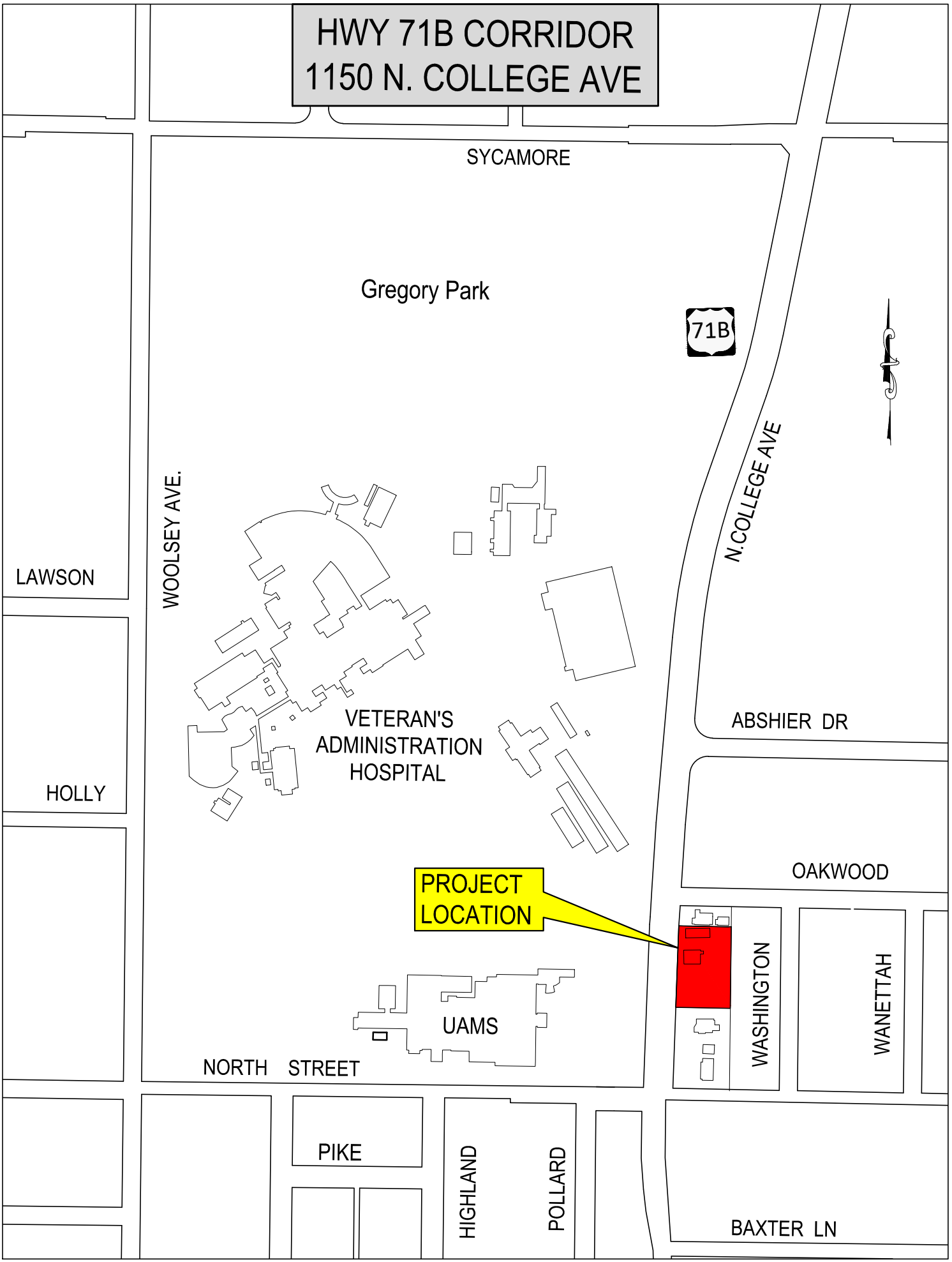
V20221130

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

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

Original Contract Number: _____

Comments:


HWY 71B CORRIDOR
1150 N. COLLEGE AVE
SYCAMORE
Gregory Park
71B
N.COLLEGE AVE
WOOLSEY AVE.
LAWSON
HOLLY
VETERAN'S
ADMINISTRATION
HOSPITAL
ABSHIER DR
OAKWOOD
PROJECT
LOCATION
WASHINGTON
WANETTAH
UAMS
NORTH STREET
PIKE
HIGHLAND
POLLARD
BAXTER LN

College Avenue Right of Way Dedication
(Part of) Parcel No. 765-11833-000
Tract No. 17

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT **Parti Investments LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 1.00 feet; thence leaving said North line S 04°42'22" W a distance of 200.07 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 1.00 feet to the East right of way of North College Avenue; thence leaving said South line N 04°42'22" E along said East right of way a distance of 200.07 feet to the **POINT OF BEGINNING**, containing 200 square feet or 0.00 acres, more or less.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _____ day of _____, 2023.

REVENUE STAMPS AFFIDAVIT

The foregoing deed has the correct amount of Revenue Stamps affixed to it or is **exempt** from such stamps.

Signed: _____

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

PARTI INVESTMENTS, LLC, an Arkansas limited liability company

BY: _____

_____
PRINTED NAME AND TITLE

ACKNOWLEDGMENT

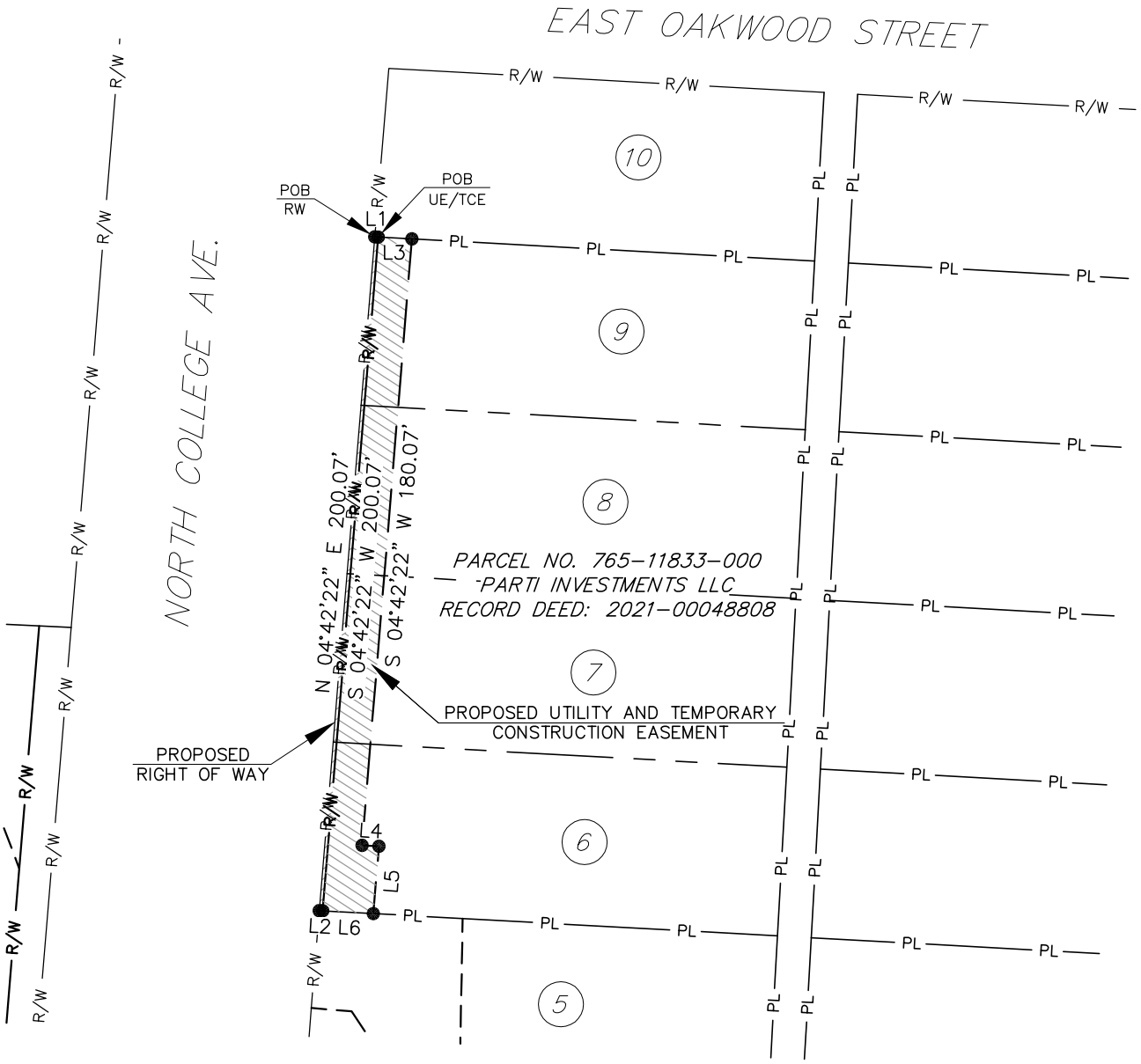
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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/she is a **Manager** of **Parti Investments, LLC, an Arkansas limited liability company**, and is duly authorized in his/her capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LINE	ANGLE	DISTANCE
L1	S 86°50'33" E	1.00'
L2	N 86°50'33" W	1.00'
L3	S 86°50'33" E	10.00'
L4	S 86°50'33" E	5.00'
L5	S 04°42'22" W	20.01'
L6	N 86°50'33" W	15.01'

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED RIGHT OF WAY	200	0.00
PROPOSED UTILITY & T.C.E EASEMENT	2,101	0.05

N

BEARINGS – GRID
ARKANSAS NORTH ZONE

GRAPHIC SCALE

50 0 25 50

(IN FEET)
1 inch = 50 ft.

LEGEND

PL PL — EXISTING PROPERTY LINE
R/W — EXISTING RIGHT OF WAY LINE
R/W — PROPOSED RIGHT OF WAY LINE
PROPOSED UTILITY EASEMENT AND TEMP. CONST. EASEMENT LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

GARVER
2049 EAST JOYCE BOULVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

COLLEGE AVENUE IMPROVEMENTS
NORTH STREET - SYCAMORE STREET

JOB NO.	DATE
20T21050	AUG. 28, 2023
"EXHIBIT A"	TRACT 17

GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Parti Investments LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation,** hereinafter called GRANTEE, and unto the public utilities holding a franchise granted by said City of Fayetteville, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations of general utilities including water and/or sanitary sewer pipe line or lines, manholes, natural gas, electrical power, telephone, fiber optic cable(s) and television communication line or lines, traffic signal poles and equipment, and appurtenances thereto, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2021-8808)

Lots 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas. Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

LESS AND EXCEPT:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 1.00 feet; thence leaving said North line S 04°42'22" W a distance of 200.07 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 1.00 feet to the East right of way of North College Avenue; thence leaving said South line N 04°42'22" E along said East right of way a distance of 200.07 feet to the **POINT OF BEGINNING**, containing 200 square feet or 0.00 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 1.00 feet to the **POINT OF BEGINNING**; thence S 86°50'33" E along said North line a distance of 10.00 feet; leaving said North line S 04°42'22" W a distance of 180.07 feet; thence S 86°50'33" E a distance of 5.00 feet; thence S 04°42'22" W a distance of 20.01 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 15.01 feet; thence N 04°42’22” E a distance of 200.07 feet to the **POINT OF BEGINNING**, containing 2,101 square feet or 0.05 acres, more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee and the public utilities holding a franchise granted by said City of Fayetteville, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such pipe line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee and its associated franchisees, which hereby agree to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water.

The Grantor agrees not to erect any buildings or structures in said permanent easement. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The Grantee and its associated franchisees shall have the right to construct additional pipe lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 2023.

PARTI INVESTMENTS LLC, an Arkansas limited liability company

BY: _____

_____
[Please print or type Name and Title]

ACKNOWLEDGMENT

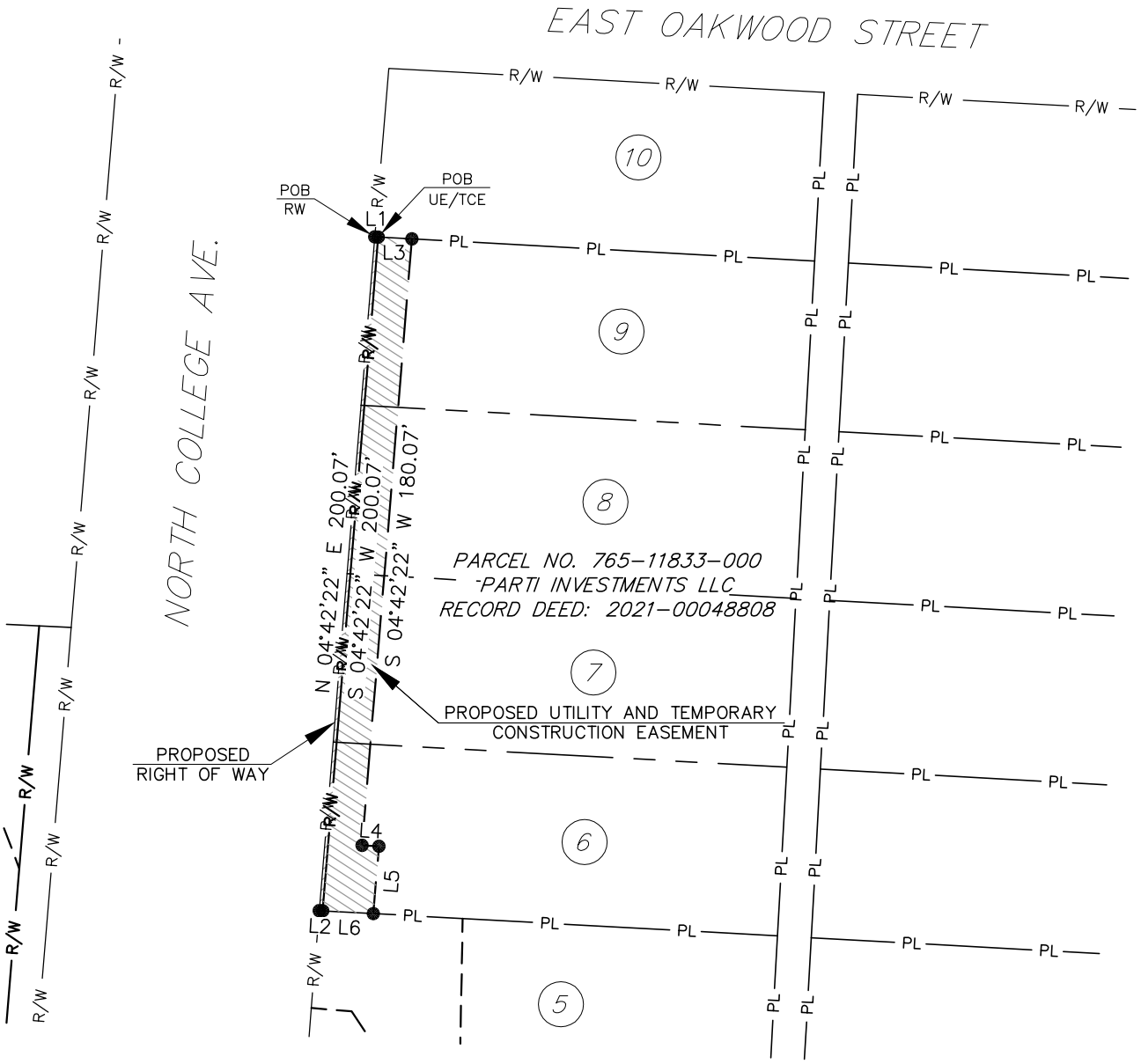
STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

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/she is a **Manager** of **Parti Investments, LLC, an Arkansas limited liability company**, and is duly authorized in his/her capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LINE	ANGLE	DISTANCE
L1	S 86°50'33" E	1.00'
L2	N 86°50'33" W	1.00'
L3	S 86°50'33" E	10.00'
L4	S 86°50'33" E	5.00'
L5	S 04°42'22" W	20.01'
L6	N 86°50'33" W	15.01'

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED RIGHT OF WAY	200	0.00
PROPOSED UTILITY & T.C.E EASEMENT	2,101	0.05

N

BEARINGS – GRID
ARKANSAS NORTH ZONE

GRAPHIC SCALE

50 0 25 50

(IN FEET)
1 inch = 50 ft.

LEGEND

PL PL EXISTING PROPERTY LINE
R/W EXISTING RIGHT OF WAY LINE
R/W PROPOSED RIGHT OF WAY LINE
PROPOSED UTILITY EASEMENT AND TEMP. CONST. EASEMENT LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

GARVER
2049 EAST JOYCE BOULVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

COLLEGE AVENUE IMPROVEMENTS
NORTH STREET - SYCAMORE STREET

JOB NO.	DATE
20T21050	AUG. 28, 2023
"EXHIBIT A"	TRACT 17

Case History

Parti Investments, LLC
Adam Day
Re: 1150/1156 N. College Avenue (Old Hiway Inn property)

7/14/2023 Offer letter mailed and emailed to Adam Day (466-1620 adam@amr-architects.com). We offered $3,000.00 for 200 square feet of right of way acquisition (fee simple) and $7,878.75.00 for a 2,101 square foot general utility easement (25%), for a total of $10,878.75. The valuation was based on an appraisal of the Midas property ($15.00 sq ft) at College and Sunbridge (as part of the Sunbridge drainage project) and several recent sales comps.

7/21/2023 Received email from Adam. He was concerned about the GUE being proposed as he was wanting to create a shared driveway with his neighbor to the South (Harold McKinney).

7/26/2023 Emailed Adam explaining the GUE was for a proposed fire hydrant

7/27/2023 Received email from Adam asking us to move the hydrant from his property. Britin emailed Adam regarding our meeting with McKinney stating that he would be open to the possibility of sharing a driveway but only if it did not interfere with his landscaping in any way. She requested drawings of the proposed driveway so they could be reviewed.

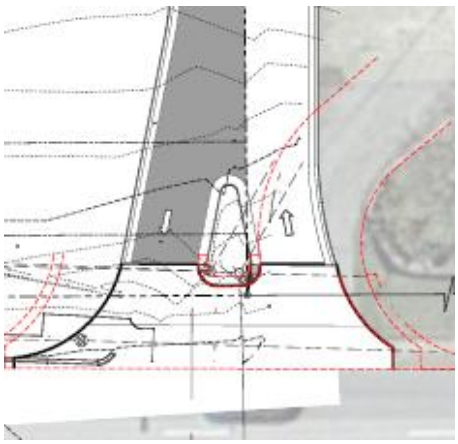
8/2/2023 Received email from Adam regarding information requested by McKinney concerning shared driveway. Britin responded

8/4/2023 Emailed Zach @ Garver asking if utilities can be moved further north. He stated he was meeting with SWEPCO the next day and would discuss the situation with them. He was also going to reach out to McClelland to see if the hydrant could be moved.

8/10/2023 Received email from Zach that the only place to move the utility poles would be to the middle of McKinney's landscaping. Also, SWEPCO asked that the proposed TCE be converted to a GUE to cover their powerlines.

8/22/2023 Received email from Britin stating that they had submitted a grading permit through Planning, but that it mainly focused on the east side of the property.

8/23/2023 Britin emailed Adam explaining that the only place to move the power pole at the SW corner of the property would be within McKinney's landscaping so that plan was not going to work. Adam responded asking if they pole could stay where it currently exists and the driveway be split around it and come together behind it. See sketch. He also asked about landscaping details, adding a native stone veneer to the retaining wall, adding a new water meter for the Café Rue Orleans building, and additional information on the bus stop. He also asked that the right of way be a sidewalk with tree wells vs. a strip of grass and street trees.



8/29/2023 Attended meeting with Zach and Matt Casey regarding project, including converting the TCE to a GUE. Received email from Zach concerning the questions raised by Adam in 8/23 email

8/31/2023 Received revised documents from Zach. Responded to Adam's 8/23 email.

9/6/2023 Emailed Zach regarding discrepancy in the legal description.

9/8/2023 Received revised documents from Zach

9/12/2023 Prepared notification/revised letter and emailed to Chris B for approval/changes.

9/18/2023 Received revised letter from Chris

9/20/2023 Mailed and emailed notification/condemnation letter to Adam informing him that this tract was being sent to Council on October 17th for resolution for condemnation.

9/26/2023 Left voicemail for Adam

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1168

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: **Easement Condemnations for West Water Transmission Main Project**

RECOMMENDATION:
Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for the remaining easements necessary for the West Transmission water main project, and approval of a budget adjustment.

BACKGROUND:
The City's wholesale water supplier, Beaver Water District (BWD), has begun construction on a western water distribution point near HWY-112 and the newly constructed Springdale Northern Bypass, HWY-612. This facility will supply a western water transmission feed to all four customer cities, helping with hydraulics, critical redundancy, and overall utility resiliency. Fayetteville's 11.3-mile connection to the proposed BWD facility has been identified in water master plans for many years. The project is currently being designed, with construction planned to begin in late 2024. For this 48-inch diameter waterline, a 50-foot wide easement is necessary along the entire route to construct and maintain the line throughout its lifetime. The route chosen is specifically designed to be as unobtrusive as possible to impacted properties, staying close to property lines whenever possible.

DISCUSSION:
The prompt construction of this waterline is necessary to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations on the City's pending $85MM loan require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel by December 1st. This will allow field work to begin on critical-path environmental and cultural resources studies prior to the State's closing deadline for the loan. If the deadline is not reached, the City's interest rate would increase substantially (from 1.75% to 5% or higher). This would increase the lifetime loan costs by $35MM or more.

Even if a condemnation must be filed on a particular property, we prefer reaching fair settlements with every landowner and the city will continue negotiating with property owners to obtain easements without having to go to trial.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the West Water Transmission Line account, a budget adjustment is attached to move funds into this account from the Water System Rehabilitation/Replacement account. The agenda item staff review form indicates $1,737,125.00 as the cost of this request. It should be noted that this is an estimate, based on the appraised value of the properties, and that the final cost is subject to negotiation with the property owners or court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for the property so the city will be able take immediate possession of the easements.

ATTACHMENTS: SRF (#3), BA (#4), Summary List of Easements (#5), Easements (#6), Revised BA (#7)

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

File #: 2023-1168

Easement Condemnations for West Water Transmission Main Project

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY INDIVIDUALS NEEDED FOR THE WEST TRANSMISSION WATER MAIN PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville has been unable to negotiate the acquisition of easements on 28 properties needed to complete the West Transmission Water Main Project; and

WHEREAS, the City of Fayetteville needs to gain possession of these needed properties promptly to begin work on this public improvement and to not delay construction of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by BFT Rental, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $112,180.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Ross D. Odom Revocable Trust, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $125,000.00.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by TBB Land Holdings, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $141,700.00.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Spring Branch Holdings, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $1,850.00.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Russel B. & Esther P. Rogers, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $65,300.00.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Four Horn Properties, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $26,650.00.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Wildcat Creek Farms, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $81,400.00.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Solomon Properties, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $23,450.00.

Section 9: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by C L George & Sons, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $35,000.00.

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by One Twelve, LLC – Potts Family, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $200.00.

Section 11: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Elmdale Lake, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $77,660.00.

Section 12: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City

Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Phillip D. Hays, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $137,550.00.

Section 13: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Cynthia Donohew, Danny G. Hurlbut, Melissa Pruitt & Jeffrey Hurlbut that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $43,000.00.

Section 14: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Kent Bird Detmer, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $97,750.00.

Section 15: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Fellowship Bible Church of Northwest Arkansas, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $24,140.00.

Section 16: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by One Twelve Village, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $238,050.00.

Section 17: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Willow Bend Optionco, LLC, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $107,150.00.

Section 18: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Fayetteville School District #1, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $47,000.00.

Section 19: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Charles Andrew Cassat 2014 Revocable Trust that is

needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $87,000.00.

Section 20: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Benny Moore Revocable Trust, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $19,750.00.

Section 21: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Aaron Ray & Cristina Harris, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $51,100.00.

Section 22: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Scott & Belinda Musgrave, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $90,350.00.

Section 23: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by James & Patricia Galloway, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $3,400.00.

Section 24: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by James Paul & Shawna Galloway, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $6,720.00.

Section 25: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Dennis W. & Eva M. Moser, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $8,100.00.

Section 26: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Jason M. Thomas & Jennifer A. Olivero Sanchez, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $42,600.00.

Section 27: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Brigitte L. Farris, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $2,050.00.

Section 28: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Bobby J. Chandler Revocable Trust; Juanita F. Chandler Revocable Trust, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of $41,025.00.

Section 29: 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

2023-1168

Item ID

10/17/2023

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

Tim Nyander	9/29/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for the remaining easements necessary for the West Transmission water main project, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5810.00	Water & Sewer
Account Number	Fund
18015.2201	West Water Transmission Line - West Corridor
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,212,517.00
		Expenses (Actual+Encum)	$	2,212,517.00
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	1,737,125.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,737,125.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

1 Errors

Budget Year	Division /Org2	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed to transfer budgeted funds to the West Water Transmission Line Project for the remaining Easements for the West Corridor Water Transmission Line Project. Budgeted funds from the Water Impact Fee Improvement Project will be transferred and utilized for a majority of the cost of this project. This project will increase capacity and meets the requirements to utilize Impact Fee Budgeted Funds.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1168**

Holly Black
9/29/2023 9:49 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

TOTAL	3,474,250	3,474,250				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.720.5600-5810.00	1,737,125	-	***18015***	***2201***	EX	Easements
5400.720.5600-6602.30	-	1,737,125	18015	2201	RE	Transfer from Fund - Impact Fee
2300.720.9300-7602.40	1,737,125	-	07002	8015.2201	EX	Transfers To Funds - Water & Sewer Fund
2300.720.9300-4999.99	-	1,737,125			RE	Use Fund Balance - Current
		-				
		-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Easement Tracts for Condemnation
West Water Transmission Main Project

Tract	Owner	Amount
3	BFT RENTAL LLC	$ 112,180.00
17	ODOM, ROSS D REVOCABLE TRUST	$ 125,000.00
22A	SPRING BRANCH HOLDINGS LLC	$ 1,850.00
23	TBB LAND HOLDINGS LLC	$ 141,700.00
33	ROGERS, RUSSELL B & ESTHER P	$ 65,300.00
34	FOUR HORN PROPERTIES LLC	$ 26,650.00
35	WILDCAT CREEK FARMS LLC	$ 81,400.00
36	SOLOMON PROPERTIES LLC	$ 23,450.00
37E	C L GEORGE & SONS	$ 35,000.00
54	ONE TWELVE LLC-POTTS FAMILY LLC	$ 200.00
59	ELMDALE LAKE LLC	$ 77,660.00
60	HAYS, PHILLIP D	$ 137,550.00
62	BUSSE, CYNTHIA; HURLBUT, DANNY GEORGE	$ 43,000.00
64	DETMER, KENT BIRD	$ 97,750.00
101	FELLOWSHIP BIBLE CHURCH OF NORTHWEST ARKANSAS	$ 24,140.00
103	ONE TWELVE VILLAGE LLC	$ 238,050.00
104	WILLOW BEND OPTIONCO LLC	$ 107,150.00
105	FAYETTEVILLE SCHOOL DIST # 1	$ 47,000.00
107	CASSAT, CHARLES ANDREW 2014	$ 87,000.00
108	MOORE, BENNY REVOCABLE TRUST	$ 19,750.00
124	HARRIS, AARON RAY & CRISTINA	$ 51,100.00
125	MUSGRAVE, SCOTT & BELINDA	$ 90,350.00
133	GALLOWAY, JAMES E & PATRICIA	$ 3,400.00
134	GALLOWAY, JAMES PAUL & SHAWNA	$ 6,720.00
167	MOSER, DENNIS W & EVA M	$ 8,100.00
169	THOMAS, JASON M & SANCHEZ, JENNIFER A OLIVERO	$ 42,600.00
170	FARRIS, BRIGITTE L	$ 2,050.00
169A	CHANDLER, BOBBY J REV TRUST; CHANDLER, JUANITA F R	$ 41,025.00
		$ 1,737,125.00

BFT Rental, LLC

Tract No. 3

West Transmission Main
Parcel No. 765-15832-000
Tract No. 3

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **BFT Rental, LLC,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2016-14655-second description)

Part of the West Half (W½) of the Southwest Quarter (SW¼) of Section Twenty-eight (28), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the northwest corner of the SW¼ of said Section 28, Township 17 North, Range 30 West, thence S87°14' 29"E 1320.14 feet to a point of the East line of the West Half (W½), Southwest Quarter (SW¼) said Section, thence South 02 degrees 31 minutes 02 seconds West 34.99 feet along said East line to the southern right-of-way Arkansas No. 112 and the point of beginning, thence continuing along said East line South 02 degrees 31 minutes 02 seconds West 1298.63 feet, thence North 87 degrees 16 minutes 08 seconds West 600.60 feet to the East right-of-way of Washington County Road No. 890, thence along said right-of-way North 10 degrees 49 minutes 52 seconds East 321.00 feet, thence with said right-of-way North 07 degrees 55 minutes 08 seconds West 284.30 feet, thence with said right of way N25°41'08"W, 166.10 feet, thence with said right-of-way North 25 degrees 41 minutes 08 seconds West 576.59 feet to the southern right-of-way of Arkansas Highway No. 112, thence along said right-of-way South 87 degrees 35 minutes 48 seconds East 853.75 feet to the point of beginning, all located in Fayetteville, Washington County, Arkansas, and containing 19.860 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 28, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the NW1/4 of the SW1/4 of said Section 28; thence along the east line of said NW1/4, N 02°37'20" W 95.61 feet to the Point of Beginning (POB); thence leaving said east line, N 87°13'55" W 576.04 feet to the east Right-of-Way (ROW) of N. Deane Solomon Road; thence along said east ROW for the following two calls: thence N 10°36'25" E 154.29 feet; thence N 04°47'44" E 14.01 feet; thence leaving said ROW, S 81°14'37" E 50.00 feet; thence S 17°31'16" E 119.01 feet; thence S 87°13'55" E 463.38 feet to the east line of said NW1/4; thence along said east line, S 02°37'20" W 50.00 feet; to the Point of Beginning (POB), containing 37,393 sq. ft., or 0.86 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

BFT Rental, LLC

By: _____
Dale Benedict, Manager

ACKNOWLEDGMENT

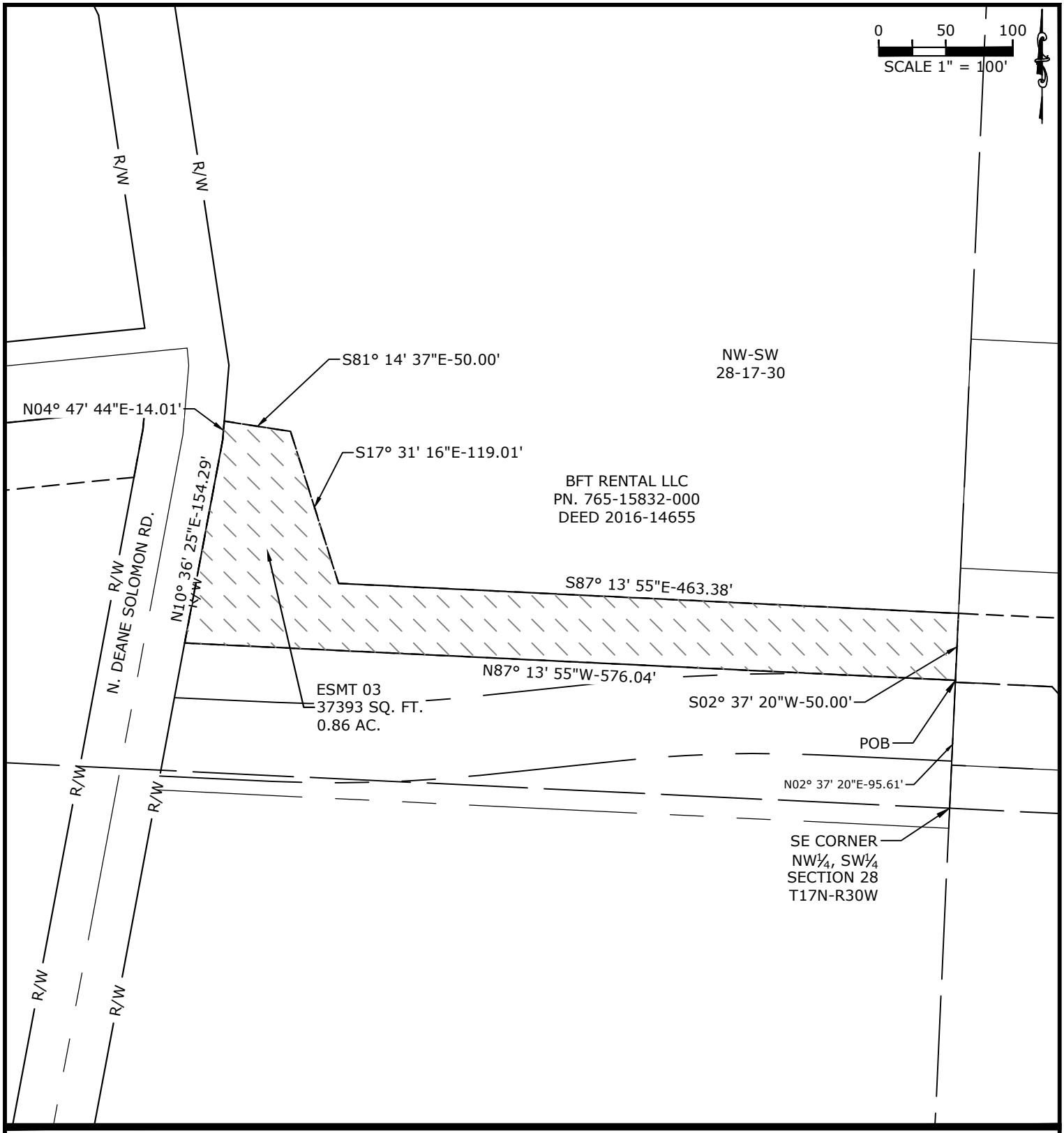
STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

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 Dale Benedict, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is the Manager of **BFT Rental, LLC,** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said LLC, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

765-15832-000 — TAX PARCEL NUMBER

2016-14655 — DEED RECORD

EXISTING PROPERTY LINE

PROPOSED RIGHT-OF-WAY

PROPOSED PERMANENT EASEMENT

PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
04/05/23	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 03
BFT RENTAL LLC

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	Southeast corner of State Highway 112 and Deane Solomon Road, Fayetteville
Client:	McClelland Consulting Engineers
Fee Owner:	BFT Rental LLC
Mailing Address:	P.O. Box 1927, Fayetteville, AR 72702

Area Of The Whole:	19.86± ACS	Permanent Easement	0.86± AC
Area Of Remainder:	19.86± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Residential Development
Remainder Property	Residential Development

ACQUISITION COMPENSATION:

Before			
Land: 19.86± ACS	$	2,465,000	
Improvements: Not Applicable	$		
Total:		$	2,465,000
After			
Land: 19.86± ACS	$	2,448,050	
Improvements: Not Applicable	$		
Total		$	2,448,050
FAIR MARKET VALUE OF ACQUISITION		$	74,950
Total Compensation as of: August 15, 2023		$	**74,950**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.86± Acre (Rounded)	$	74,950
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**74,950**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 22, 2023

BFT Rental LLC
PO Box 1927
Fayetteville, AR 72702

RE: West Transmission Main Line
Parcel Nos. 765-15832-000 Tract 3
Offer to Purchase Easement

Dear Mr. Benedict:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$112,180.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents upon your request. A payment check will be requested upon receipt of all necessary documents by the City, and we will mail your check for full payment promptly. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy upon your request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Ross D. Odom Revocable Trust

Tract No. 17

West Transmission Main
Parcel No. 001-16718-000
Tract No. 17

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Ross D. Odom and Karen Kelley Odom, Co-Trustees, Ross D. Odom Revocable Trust Under Declaration Date September 12, 2017**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed: 2022-11220 (first description only)

Twenty-six (26) acres of equal width off the East side of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) in section Twenty-nine (29), Township Seventeen (17) North, range Thirty (30) West, except that part lying and being North and West of county Road 892, containing 1.26 acres, more or less, being also described as follows: Beginning at the Southeast corner of said forty acre tract; thence N 00°22’06”E 1310.36 feet to the Northeast corner of said forty acre tract; thence N89°11’42”W along the North line of said forty acre tract 658.05 feet to the center of County Road 892 from which a reference iron bears S89°11’42”E 30.26 feet; thence along the centerline of said road to the following bearings and distances: S06°41’30”E 180.70 feet; S12°51’34”W 53.96 feet; S67°21’22”W 57.82 feet; N88°46’56”W 151.96 feet to the West line of said twenty-six (26) acre tract from which a reference iron bears S00°22’06”W 30.0 feet; thence leaving said centerline S00°22’06”W 1060.02 feet to the South line of said forty acre tract; the S89°41’33”E 861.85 feet to the point of beginning, containing 24.74 acres, more or less. The above described tract being subject to easements, rights of way and restrictive covenants of record, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of said SE1/4 of the NW1/4; thence along the east line of said SE1/4, N 02°48’ 00” E, 54.81 feet to the Point of Beginning (POB ESMT); thence leaving said east line, N 87°42'11" W 532.05 feet to the east ROW line of Salem Road; thence along said east ROW for the following two calls: thence N 02°54'18" E 636.75 feet; thence along a tangent curve to the left, an arc distance of 410.09 feet, said curve having a radius of 1927.32 feet, and a chord bearing and distance of N 03°11'26" W 409.31 feet; thence leaving said east ROW, N 80°42'50" E 20.00 feet; thence along a non-tangent curve to the left, an arc distance of 22.63 feet, said curve having a radius of 1947.32 feet, and a chord bearing and distance of N 09°37'09" W 22.63 feet; thence N 09°57'07" W 109.83 feet; thence along a non-tangent curve to the right, an arc distance of 83.68 feet, said curve having a radius of 1528.82 feet, and a chord bearing and distance of N 08°30'38" W 83.67 feet to the Grantor’s north property line; thence along said north property line, S 87°16'53" E 50.74 feet; thence leaving said north property line, along a non-tangent curve to the left, an arc distance of 72.48 feet, said curve having a radius of 1478.82 feet, and a chord bearing and distance of S 08°40'35" E 72.48 feet; thence S 09°57'07" E 109.89 feet; thence along a tangent curve to the right, an arc distance of 123.25 feet, said curve having a radius of 1997.32 feet, and a chord bearing and distance of S 08°11'03" E 123.23 feet; thence S 80°42'50" W 20.03 feet; thence along a non-tangent curve to the right, an arc distance of 320.68 feet, said curve having a radius of 1977.32 feet, and a chord bearing and distance of S 01°44'28" E 320.33 feet; thence S 02°54'18" W 586.20 feet; thence S 87°42'08" E 481.95 feet to the Grantor’s east property line; thence along said east property line, S 02°48'00" W 50.00 feet; to the Point of Beginning (POB), containing 89,241 sq. ft., or 2.05 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT A
Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of said SE1/4 of the NW1/4; thence along the east line of said SE1/4, N 02°48’ 00” E, 24.79 feet to the Point of Beginning (POB TCE A), said point being on the north right-of-way (ROW) line of Howard Nickell Road; thence leaving said east line, N87°46'56" W 532.11 feet along said north ROW line to the east ROW line of Salem Road; thence leaving said north ROW line, N 02°54'18" E 30.75 feet along said east ROW; thence leaving said east ROW, S 87°42'11" E 532.05 feet to the east line of said SE1/4; thence along the east line of said SE1/4, S 02°48'00" W 30.02 feet; to the Point of Beginning (POB TCE A), containing 16,167 sq. ft., or 0.37 acres. **AND ALSO**

TEMPORARY CONSTRUCTION EASEMENT B
Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of said SE1/4 of the NW1/4; thence along the east line of said SE1/4, N 02°48' 00" E, 104.81 feet; thence leaving said east line, N 87°42'08" W 431.95 feet to the Point of Beginning (POB TCE B); thence N 87°42'08" W 50.00 feet; thence N 02°54'18" E 50.00 feet; thence S 87°42'08" E 50.00 feet; thence S 02°54'18" W 50.00 feet; to the Point of Beginning (POB TCE B), containing 2,500 sq. ft., or 0.06 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this 7th day of September, 2023.

Ross D. Odom Revocable Trust Under Declaration Date September 12, 2017

Ross D. Odom, Co-Trustee **Karen Kelley Odom, Co-Trustee**

A C K N O W L E D G M E N T

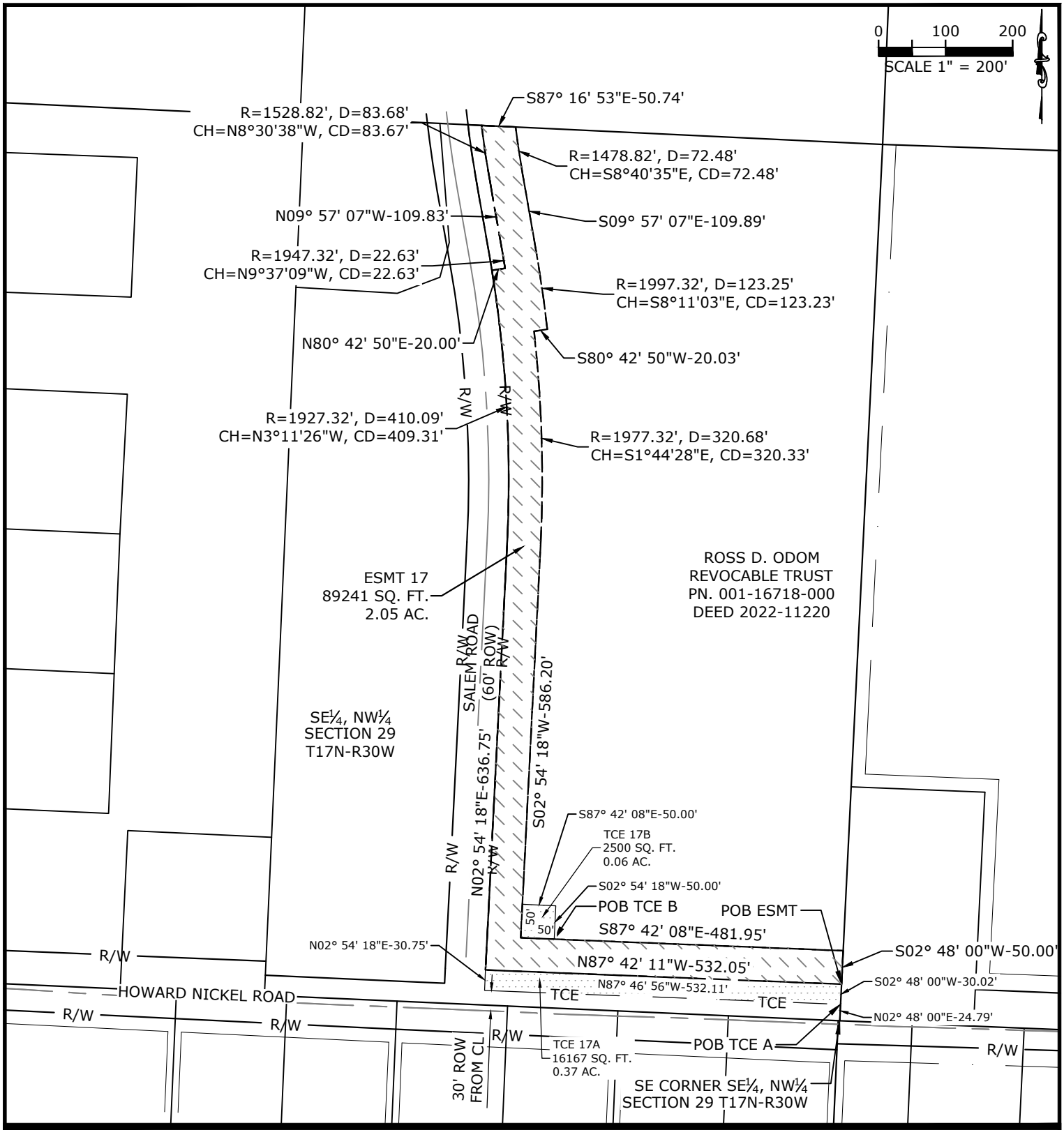
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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, **Ross D. Odom and Karen Kelley Odom, Co-Trustees, Ross D. Odom Revocable Trust Under Declaration Date September 12, 2017** to me well known as the persons who executed the foregoing document, and who 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 7th day of September, 2023.

MY COMMISSION EXPIRES:

Notary Public



LEGEND

001-16718-000 — TAX PARCEL NUMBER	R/W / R/W — PROPOSED RIGHT-OF-WAY
2022-11220 — DEED RECORD	PROPOSED PERMANENT EASEMENT
EXISTING PROPERTY LINE	TCE / TCE — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 11/22/2022	REVISION: 2
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 17
ROSS D. ODOM REVOCABLE TRUST

©2022

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	3475 N. Salem Road, Fayetteville, AR
Client:	McClelland Consulting Engineers
Fee Owner:	Ross D. Odom Revocable Trust
Mailing Address:	P.O. Box 8308, Fayetteville, AR 72703

Area Of The Whole:	24.74± ACS		
Area Of Remainder:	24.74± ACS	Permanent Easement	2.05± ACS
Area Of Acquisition:	N/A	Temporary Construction Easements:	0.37± AC
			0.06± AC
			0.43± AC

HIGHEST AND BEST USE:

Whole Property	Mixed use (see Highest and Best Use section)
Remainder Property	Mixed use (see Highest and Best Use section)

ACQUISITION COMPENSATION:

Before			
Land: 24.74± ACS	$	1,616,500	
Improvements: Not Appraised	$		
Total:		$	1,616,500
After			
Land: 24.74± ACS	$	1,529,800	
Improvements: Not Appraised	$		
Total		$	1,529,800
FAIR MARKET VALUE OF ACQUISITION		$	86,700
Plus: TCE		$	2,650
Total Compensation as of: December 29, 2022		$	89,350

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 2.05± Acres (Rounded)	$	86,700
Temporary Construction Easements: 0.43± AC @ Rental Value	$	2,650
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**89,350**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Ross D. Odom Revocable Trust
c/o Ross D. & Karen K. Odom, Trustees
PO Box 8308
Fayetteville, AR 72703

RE: West Transmission Main Line
Parcel No. 001-16718-000 (3475 N Salem Rd)
Tract 17
Offer to purchase easement

Dear Mr. & Mrs. Odom:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explain the process.

Please accept our professionally appraised offer (or counter offer) of **$125,000.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Spring Branch Holdings, LLC

Tract No. 22A

West Transmission Main
Parcel No. 001-16715-001
Tract No. 22A

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Spring Branch Holdings, LLC,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed: 2022-2090

A part of the NW¼ of the NW¼ and a part of the W½ of the NE¼ of the NW¼, all in Section 29, Township 17 North, Range 30 West, in Washington County Arkansas and being described as follows: Commencing at the NW corner of said NW¼, NW¼; thence South 00 degrees 19 minutes 22 seconds West 216.36 feet to the POB, thence South 63 degrees 59 minutes 10 seconds East, 910.80 feet; thence South 47 degrees 18 minutes 20 seconds East 74.91 feet; thence South 37 degrees 04 minutes 01 seconds East 146.30 feet; thence South 53 degrees 22 minutes 43 seconds East 205.83 feet; thence South 70 degrees 23 minutes 56 seconds East 69.17 feet; thence South 86 degrees 28 minutes 13 seconds East 124.88 feet; thence South 80 degrees 09 minutes 30 seconds East 196.93 feet; thence South 66 degrees 03 minutes 52 seconds East 105.52 feet; thence South 31 degrees 20 minutes 37 seconds East 104.19 feet; thence South 89 degrees 44 minutes 46 seconds East 309.19 feet; thence South 00 degrees 13 minutes 50 seconds West 20 feet; thence North 89 degrees 44 minutes 46 seconds West 320.38 feet; thence North 31 degrees 20 minutes 37 seconds West 109.11 feet; thence North 66 degrees 03 minutes 52 seconds West 96.79 feet; thence North 80 degrees 09 minutes 30 seconds West 193.36 feet; thence North 86 degrees 28 minutes 13 seconds West 126.61 feet; thence North 70 degrees 23 minutes 56 seconds West 74.99 feet; thence North 53 degrees 22 minutes 43 seconds West 211.69 feet; thence North 37 degrees 04 minutes 01 second West 147.38 feet; thence North 47 degrees 18 minutes 20 seconds West 70.19 feet; thence North 63 degrees 59 minutes 10 seconds West 27.66 feet; thence South 12 degrees 54 minutes 29 seconds West 400.48 feet; thence North 70 degrees 26 minutes 54 seconds West 738.46 feet; thence North 00 degrees 19 minutes 22 seconds East 547.26 feet to the POB, containing 9.13 acres, more or less, subject to easements and right of way of record.

PERMANENT EASEMENT DESCRIPTION:

Permanent Easement #1:
Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of NW1/4 of the NW1/4 of said Section 29; thence along the east line of said NW1/4, South 02°34’02” West, 919.54 feet to the Grantor’s north line and to the Point of Beginning (POB ESMT 1); thence leaving said east line, S 84°09'45" E 3.88 feet along said north line; thence continuing along said north line, S 77°51'02" E 6.62 feet; thence leaving said north line, S 58°00'36" W 31.43 feet to the Grantor’s south line; thence along said south line, N 84°09'45" W 81.53 feet; thence leaving said south line, N 58°00'36" E 32.62 feet to the Grantor’s north line; thence along said north line, S 84°09'45" E 70.14 feet; to the Point of Beginning (POB ESMT 1), containing 1,628 sq. ft., or 0.037 acres.

Permanent Easement #2:
Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of NW1/4 of the NW1/4 of said Section 29; thence along the east line of said NW1/4, South 02°34’02” West, 919.54 feet to the Grantor’s north line; thence leaving said east line, along said north line, for the following three calls: thence N 84°09'45" W 121.01 feet; thence N 68°05'28" W 69.17 feet; thence N 51°04'15" W 175.76 feet to the Point of Beginning (POB ESMT 2); thence leaving said north line, S 21°54'24" E 41.07 feet to the Grantor’s south line; thence along said south line, N 51°04'15" W 68.80 feet; thence continuing along said south line, N 34°45'33" W 74.05 feet; thence leaving said south line, N 21°54'24" W 84.26 feet to the Grantor’s north line; thence along said north line for the following three calls: thence S 44°59'52" E 7.15 feet; thence S 34°45'33" E 146.30 feet; thence S 51°04'15" E 30.07 feet; to the Point of Beginning (POB ESMT 2), containing 3,312 sq. ft., or 0.076 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Spring Branch Holdings, LLC

BY: _____
T. Craig Jones, a Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **T. Craig Jones**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is a Manager of **Spring Branch Holdings, LLC**, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

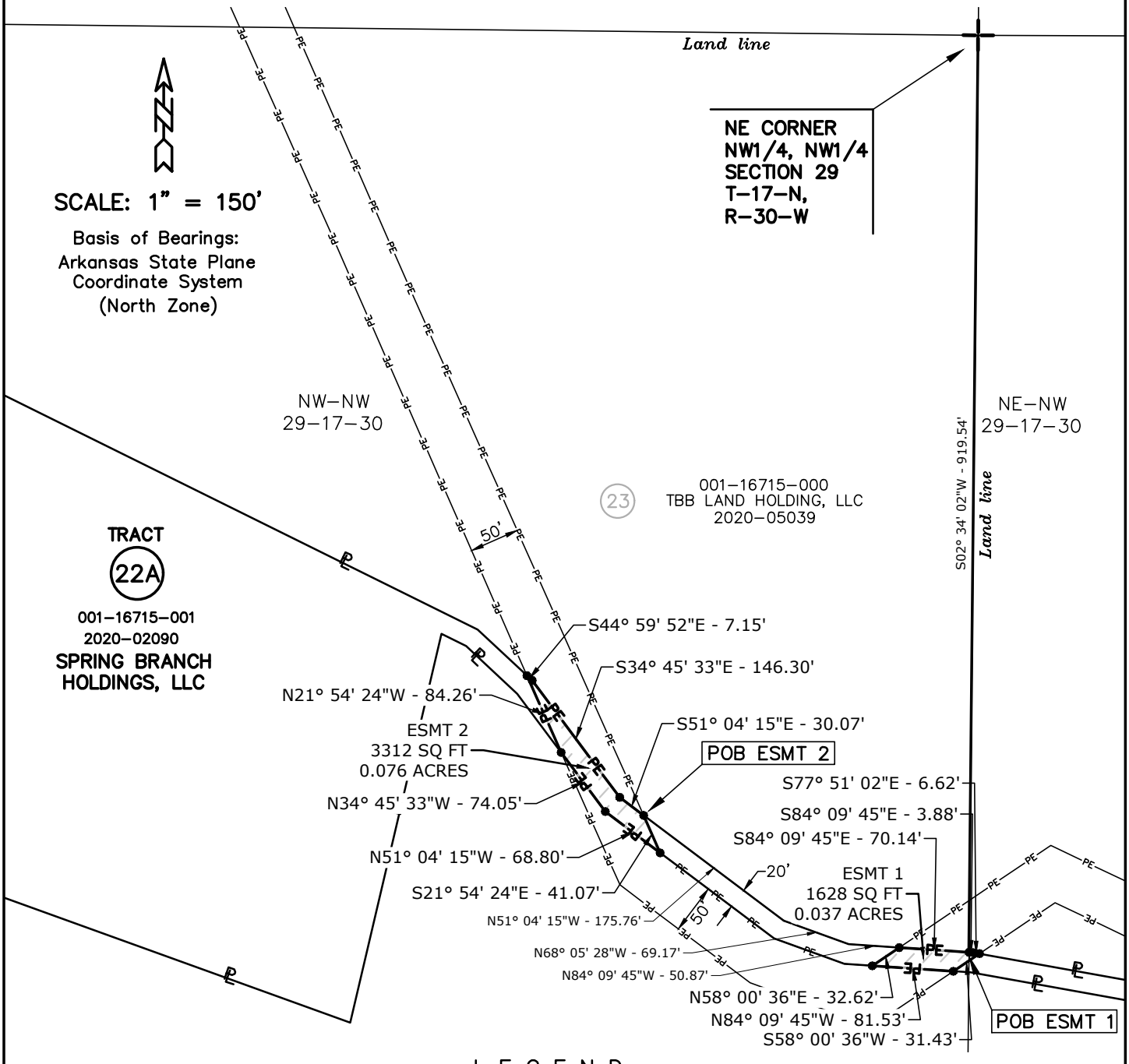
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT MAP
TRACT MAP NO. 22A
EXHIBIT "A"

PE – 4940 SQ. FT. 0.11 AC.)
TCE – 0 SQ. FT. (0 AC.)



LEGEND

Permanent Easement		Temporary Construction Easement	
Property Line		Corner of Permanent Easement	
R/W	Street Right–of–Way	Existing Utility Easement Line	
001–16715–001	Tax Parcel Number	PE	Permanent Easement
2020–02090	Deed Record	TCE	Temporary Construction Easement

CITY OF FAYETTEVILLE	Property Owner : SPRING BRANCH HOLDINGS, LLC		Project Name : West Transmission Main Route
	Drawn by : McClelland Consulting Engineers		
	Date: JAN. 2023	Scale : 1" = 150'	
	Project No. 112184	Tract No. 22A	

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	3825 N. Salem Road, Fayetteville, AR; Washington County
Client:	McClelland Consulting Engineers
Fee Owner:	Spring Branch Holdings, LLC
Mailing Address:	244 W. Dickson Street, Suite 202, Fayetteville, AR 72701

Area Of The Whole:	9.13± ACS		
Area Of Remainder:	9.13± ACS	Permanent Easement	0.11± AC
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued Single-Family Use
Remainder Property	Continued Single-Family Use

ACQUISITION COMPENSATION:

Before			
Land: 9.13± ACS	$	595,550	
Improvements: Not Appraised	$		
Total:		$	595,550
After			
Land: 9.13± ACS	$	594,700	
Improvements: Not Appraised	$		
Total		$	594,700
FAIR MARKET VALUE OF ACQUISITION		$	1,850
		$	
Total Compensation as of: August 15, 2023		$	1,850

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.11± Acre (Rounded)	$	1,850
Temporary Construction Easements: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**1,850**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Spring Branch Holdings LLC
244 W Dickson St, Ste 202
Fayetteville, AR 72701

RE: West Transmission Main Line
Parcel No. 001-16715-000
Tract 22A 3825 N Salem Road
Offer to purchase easement

Dear Mr. Jones,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$1,850.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

TBB Land Holdings, LLC

Tract No. 23

West Transmission Main
Parcel No. 830-37273-000, 830-38257-000
830-38232-001 & 001-16715-000
Tract No. 23

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **TBB Land Holdings, LLC, an Arkansas limited liability company,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Warranty Deed: 2020-5039

A part of the West Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter and a part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is N02°37’54”E 1100.51 feet from an existing aluminum monument marking the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 29 and running thence along the West line thereof N02°37’54”E 215.86 feet to the Northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 29, thence along the North line of the Northwest Quarter of said Section 29, S87°24’36”E 1763.80 feet to an existing rebar, thence leaving said North line S02°33’01”W 314.98 feet to an existing rebar, thence S87°22’49”E 210.08 feet, thence S02°32’07”W 778.42 feet, thence N87°27’06”W 309.19 feet, thence N29°00’05”W 104.30 feet, thence N63°45’45”W 105.52 feet, thence N77°51’23”W 196.93 feet, thence N84°10’06”W 124.88 feet, thence N68°05’49”W 69.17 feet, thence N51°04’36”W 205.83 feet, thence N34°45’54”W 146.30f feet, thence N45°00’13”W 74.91 feet, thence N61°41’03”W 910.73 feet to the point of beginning, containing 31.22 acres, more or less. Subject to that portion in North Salem Road right of way on the East side of herein described tract and also subject to all other easements and rights of way of record.
-ALSO-
A part of the West Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter and a part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing aluminum monument marking the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 29 and running thence along the West line thereof N02°37’54”E 553.21 feet, thence leaving said West line S68°08’59”E 738.49 feet to an existing rebar, thence N15°12’14”E 400.48 feet, thence S61°43’38”E 27.63 feet, thence S45°00’13”E 70.19 feet, thence S34°45’54”E 147.38 feet, thence S51°04’36”E 211.69 feet, thence S68°05’49”E 74.99 feet, thence S84°10’06”E 126.61 feet, thence S77°51’23”E 193.36 feet, thence S63°45’45”E 96.79 feet, thence S29°00’09”E 109.22 feet, thence S87°27’06”E 320.38 feet, S02°32’07”E 8.48 feet, thence S88°35’27”W 210.53 feet, thence S02°32’12”W 176.98 feet, thence N87°29’53”W 448.56 feet to an existing rebar marking the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29, thence along the East line thereof N02°33’47”E 12.75 feet, thence leaving said East line N37°37’01”W 9.44 feet an existing rebar, thence N87°29’45”W 1053.94 feet to an existing rebar, thence S02°29’07”W 20.01 feet to an existing rebar on the South line of the Northwest Quarter of the Northwest Quarter of said Section 29, thence along said South line N87°29’53”W 257.41 feet to the point of beginning, containing 16.36 acres, more or less. Subject to that portion in North Salem Road right of way on the East side of herein described tract and also subject to all other easements and rights of way of record.

ALSO (Warranty Deed 2013-27435)

The Southeast Quarter (SE1/4) of Section 19; all that part of the Northeast Quarter (NE1/4) of Section 19, lying South of the centerline of Reed Valley Road; and the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 20, all in Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Beginning at a found stone, said stone accepted and used as the South Quarter (S ¼) Corner of said Section 19; thence South 87°13’42” East a distance of 2618.92 feet to a set 5/8 inch diameter iron pin; thence South 87°21’56” East a distance of 1315.70 feet to a found ½ inch diameter iron pin; thence North 02°30’56” East a distance of 2632.94 feet to a set 5/8 inch diameter iron pin; thence North 87°38’04”W a distance of 1316.34 feet; thence North 02°46’09” East a distance of 1154.17 feet to the centerline of Reed Valley Road; thence along said centerline the following 2 courses: South 75°46’18” West a distance of 136.66 feet; thence South 75°59’26” West a distance of 327.23 feet to a found P-K nail and metal flasher; thence leaving said road centerline, along an existing post and rail fence South 08°56’04” East a distance of 187.93 feet to an existing wooden fence corner post; thence leaving said fence line South

83°47’47” East a distance of 12.87 feet to an existing iron pipe fence corner post; thence along an existing fence line South 10°02’18” East a distance of 84.16 feet to an existing iron pipe fence corner post; thence leaving said fence line South 57°46’27” East a distance of 18.58 feet to an existing iron pipe fence corner post; thence along existing fence line South 07°05’08”East a distance of 241.09 feet to a found 5/8 inch diameter iron pin; thence leaving said fence line South 82°54’52” West a distance of 257.17 feet to an existing fence line a found 5/8 inch diameter iron pin, thence along said fence line North 07°15’59” West a distance of 224.20 feet to an existing iron pipe fence corner post; thence leaving said fence line North 61°34’01” West a distance of 23.52 feet to an existing iron pipe fence corner post; thence along an existing fence line North 08°42’54” West a distance of 254.43 feet to the centerline of Reed valley Road and a found P-K nail and metal flasher, thence leaving said fence line, along said road centerline the following 9 courses: South 74°12’43” West a distance of 134.37 feet; South 72°52’27” West a distance of 280.10 feet; South 77°01’49” West a distance of 416.62 feet; South 77°12’58” West a distance of 459.34 feet; South 72°02’09” West a distance of 74.60 feet; South 64°29’10” West a distance of 76.85 feet; South 58°34’36” West a distance of 65.09 feet; South 55°51’17” West a distance of 535.83 feet; South 54°48’26” West a distance of 108.06 feet; thence leaving said road centerline, South 02°28’55” West a distance of 2707.36 feet to the Point of Beginning, containing 277.51 acres, as surveyed. And being subject to the right of way of Reed Valley Road along the North boundary thereof. And also, being subject to any easements, rights of ways, covenants and restrictions of record.

PERMANENT EASEMENT DESCRIPTION:

Permanent Easement A:
Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 29, all in Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the southeast corner of said NW1/4 of the NW1/4: thence along the south line of said NE1/4 of the NW1/4, S 87°16'53" E 9.38 feet; thence leaving said south line, N 02°43'07" E 383.20 feet to the north line of adjoining property described in Deed Book 2022, Page 2090 of the Records of Washington County (Adjoiner), and to the Point of Beginning (POB ESMT A): thence along said north adjoiner line, N 77°51'02" W 6.62 feet; thence continuing along said north adjoiner line, N 84°09'45" W 74.01 feet; thence leaving said north adjoiner line, N 58°00'36" E 183.15 feet; thence S 62°32'34" E 315.38 feet; thence S 85°52'54" E 291.64 feet to the grantor’s east property line; thence along said east property line, S 02°32'18" W 50.02 feet; thence leaving said east property line, N 85°52'54" W 303.35 feet; thence N 62°32'34" W 297.16 feet; thence S 58°00'36" W 91.39 feet; to the Point of Beginning (POB ESMT A), containing 37,025 sq. ft., or 0.85 acres.

Permanent Easement B:
Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the southeast corner of said NW1/4 of the NW1/4: thence along the south line of said NW1/4 of the NW1/4, N 87°28'38" W 15.21 feet; thence leaving said south line, N 02°31'22" E 365.35 feet to the south line of adjoining property described in Deed Book 2022, Page 2090 of the Records of Washington County (Adjoiner), and to the Point of Beginning (POB ESMT B): thence leaving said south adjoiner line, S 58°00'36" W 81.53 feet; thence N 84°09'45" W 52.13 feet; thence N 68°05'28" W 89.53 feet; thence N 51°04'15" W 163.38 feet; thence N 21°54'24" W 145.28 feet to the said south adjoiner line; thence along said south adjoiner line for the following four calls: thence S 34°45'33" E 74.05 feet; thence S 51°04'15" E 211.69 feet; thence S 68°05'28" E 74.99 feet; thence S 84°09'45" E 109.46 feet; to the Point of Beginning (POB ESMT B), containing 18,726 sq. ft., or 0.43 acres.

Permanent Easement C:
Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 19, and Part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 20, and Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 29, all in Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the southeast corner of said NW1/4 of the NW1/4 of Section 29: thence along the east line of said NW1/4 of the NW1/4, N 02°34'02" E 518.51 feet; thence leaving said east line, N 87°25'58" W 327.61 feet to the north line of adjoining property described in Deed Book 2022, Page 2090 of the Records of Washington County (Adjoiner), and to the Point of Beginning (POB ESMT C): thence along said north adjoiner line for the following three calls: thence N 51°04'15" W 30.07 feet; thence N 34°45'33" W 146.30 feet; thence N 44°59'52" W 7.15 feet; thence leaving said north adjoiner line, N 21°54'24" W 819.71 feet; thence N 50°31'19" W 407.31 feet; thence N 62°34'03" W 1219.64 feet; thence N 34°16'52" W 682.69 feet; thence N 02°29'49" E 1231.83 feet; thence N 02°37'53" E 401.36 feet; thence N 12°32'13" E 278.26 feet; thence N 77°02’01" E 51.11 feet; thence S 00°59'38" E 16.53 feet; thence S 12°32'13" W 279.85 feet; thence S 02°37'53" W 396.97 feet; thence S 02°29'49" W 1215.15 feet; thence S 34°16'52" E 653.47 feet; thence S 62°34'03" E 1212.32 feet; thence S 50°31'19" E 425.34 feet; thence S 21°54'24" E 1007.93 feet; to the Point of Beginning (POB ESMT C), containing 256,745 sq. ft., or 5.89 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

TBB Land Holdings, LLC,
an Arkansas limited liability company

BY: _____
T. Craig Jones, Authorized Agent

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **T. Craig Jones**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is an Authorized Agent of **TBB Land Holdings, LLC, an Arkansas limited liability company,** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

West Transmission Main
Parcel No. 830-37273-000, 830-38257-000
830-38232-001 & 001-16715-000
Tract No. 23

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **TBB Land Holdings, LLC, an Arkansas limited liability company**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of West Transmission Main to-wit:

PROPERTY DESCRIPTION:

Warranty Deed: 2020-5039

A part of the West Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter and a part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is N02°37’54”E 1100.51 feet from an existing aluminum monument marking the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 29 and running thence along the West line thereof N02°37’54”E 215.86 feet to the Northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 29, thence along the North line of the Northwest Quarter of said Section 29, S87°24’36”E 1763.80 feet to an existing rebar, thence leaving said North line S02°33’01”W 314.98 feet to an existing rebar, thence S87°22’49”E 210.08 feet, thence S02°32’07”W 778.42 feet, thence N87°27’06”W 309.19 feet, thence N29°00’05”W 104.30 feet, thence N63°45’45”W 105.52 feet, thence N77°51’23”W 196.93 feet, thence N84°10’06”W 124.88 feet, thence N68°05’49”W 69.17 feet, thence N51°04’36”W 205.83 feet, thence N34°45’54”W 146.30f feet, thence N45°00’13”W 74.91 feet, thence N61°41’03”W 910.73 feet to the point of beginning, containing 31.22 acres, more or less. Subject to that portion in North Salem Road right of way on the East side of herein described tract and also subject to all other easements and rights of way of record.
-ALSO-
A part of the West Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter and a part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing aluminum monument marking the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 29 and running thence along the West line thereof N02°37’54”E 553.21 feet, thence leaving said West line S68°08’59”E 738.49 feet to an existing rebar, thence N15°12’14”E 400.48 feet, thence S61°43’38”E 27.63 feet, thence S45°00’13”E 70.19 feet, thence S34°45’54”E 147.38 feet, thence S51°04’36”E 211.69 feet, thence S68°05’49”E 74.99 feet, thence S84°10’06”E 126.61 feet, thence S77°51’23”E 193.36 feet, thence S63°45’45”E 96.79 feet, thence S29°00’09”E 109.22 feet, thence S87°27’06”E 320.38 feet, S02°32’07”E 8.48 feet, thence S88°35’27”W 210.53 feet, thence S02°32’12”W 176.98 feet, thence N87°29’53”W 448.56 feet to an existing rebar marking the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29, thence along the East line thereof N02°33’47”E 12.75 feet, thence leaving said East line N37°37’01”W 9.44 feet an existing rebar, thence N87°29’45”W 1053.94 feet to an existing rebar, thence S02°29’07”W 20.01 feet to an existing rebar on the South line of the Northwest Quarter of the Northwest Quarter of said Section 29, thence along said South line N87°29’53”W 257.41 feet to the point of beginning, containing 16.36 acres, more or less. Subject to that portion in North Salem Road right of way on the East side of herein described tract and also subject to all other easements and rights of way of record.

ALSO (Warranty Deed 2013-27435)

The Southeast Quarter (SE1/4) of Section 19; all that part of the Northeast Quarter (NE1/4) of Section 19, lying South of the centerline of Reed Valley Road; and the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 20, all in Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Beginning at a found stone, said stone accepted and used as the South Quarter (S ¼) Corner of said Section 19; thence South 87°13’42” East a distance of 2618.92 feet to a set 5/8 inch diameter iron pin; thence South 87°21’56” East a distance of 1315.70 feet to a found ½ inch diameter iron pin; thence North 02°30’56” East a distance of 2632.94 feet to a set 5/8 inch diameter iron pin; thence North 87°38’04”W a distance of 1316.34 feet; thence North 02°46’09” East a distance of 1154.17 feet to the centerline of Reed Valley Road; thence along said centerline the following 2 courses: South 75°46’18” West a distance of 136.66 feet; thence South 75°59’26” West a distance of 327.23 feet to a found P-K nail and metal flasher; thence leaving said road centerline, along an existing post and rail fence South 08°56’04” East a distance of 187.93 feet to an existing wooden fence corner post; thence leaving said fence line South 83°47’47” East a distance of 12.87 feet to an existing iron pipe fence corner post; thence along an existing fence line South 10°02’18” East a distance of 84.16 feet to an existing iron pipe fence corner post; thence leaving said fence line South 57°46’27” East a distance of 18.58 feet to an existing iron pipe fence corner post; thence along existing fence line South 07°05’08”East a distance of 241.09 feet to a found 5/8 inch diameter iron pin; thence leaving said fence line South 82°54’52” West a distance

of 257.17 feet to an existing fence line a found 5/8 inch diameter iron pin, thence along said fence line North 07°15’59” West a distance of 224.20 feet to an existing iron pipe fence corner post; thence leaving said fence line North 61°34’01” West a distance of 23.52 feet to an existing iron pipe fence corner post; thence along an existing fence line North 08°42’54” West a distance of 254.43 feet to the centerline of Reed valley Road and a found P-K nail and metal flasher, thence leaving said fence line, along said road centerline the following 9 courses: South 74°12’43” West a distance of 134.37 feet; South 72°52’27” West a distance of 280.10 feet; South 77°01’49” West a distance of 416.62 feet; South 77°12’58” West a distance of 459.34 feet; South 72°02’09” West a distance of 74.60 feet; South 64°29’10” West a distance of 76.85 feet; South 58°34’36” West a distance of 65.09 feet; South 55°51’17” West a distance of 535.83 feet; South 54°48’26” West a distance of 108.06 feet; thence leaving said road centerline, South 02°28’55” West a distance of 2707.36 feet to the Point of Beginning, containing 277.51 acres, as surveyed. And being subject to the right of way of Reed Valley Road along the North boundary thereof. And also, being subject to any easements, rights of ways, covenants and restrictions of record.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Temporary Construction Easement A:

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the southwest corner of said NE1/4 of the SE1/4: thence along the west line of said NE1/4, N 02°29'49" E 82.63 feet; thence leaving said west line, S 34°16'52" E 103.59 feet to the south line of said NE1/4; thence along said south line, N 87°11'06" W 62.02 feet; to the Point of Beginning (POB TCE A), containing 2,563 sq. ft., or 0.06 acres.

Temporary Construction Easement B:

Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the southwest corner of said SE1/4 of the NE1/4: thence along the west line of said SE1/4, N 02°37'53" E 401.36 feet to the Point of Beginning (POB TCE B): thence continuing along said west line, N 02°37'53" E 302.28 feet to the south Right-of-Way (ROW) of Reed Valley Road; thence along said south ROW, N 77°02'01" E 47.01 feet; thence leaving said south ROW, S 00°59'38" E 40.89 feet; thence S 12°32'13" W 278.26 feet; to the Point of Beginning (POB TCE B), containing 8,175 sq. ft., or 0.19 acres.

Temporary Construction Easement C:

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the southwest corner of said SE1/4 of the NE1/4: thence along the west line of the NE1/4 of the SE1/4, S 02°29'49" W 283.83 feet; thence leaving said west line, S 87°25'23" E 50.00 feet to the Point of Beginning (POB TCE C): thence N 02°29'49" E 283.84 feet; thence N 02°37'53" E 396.97 feet; thence N 12°32'13" E 1.07 feet; thence N 77°19'23" E 30.91 feet; thence S 02°38'07" W 11.82 feet; thence S 02°37'53" W 394.60 feet; thence S 02°29'49" W 283.58 feet; thence N 87°25'23" W 30.00 feet; to the Point of Beginning (POB TCE C), containing 20,577 sq. ft., or 0.47 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

TBB Land Holdings, LLC,
an Arkansas limited liability company

BY: _____
T. Craig Jones, Authorized Agent

ACKNOWLEDGMENT

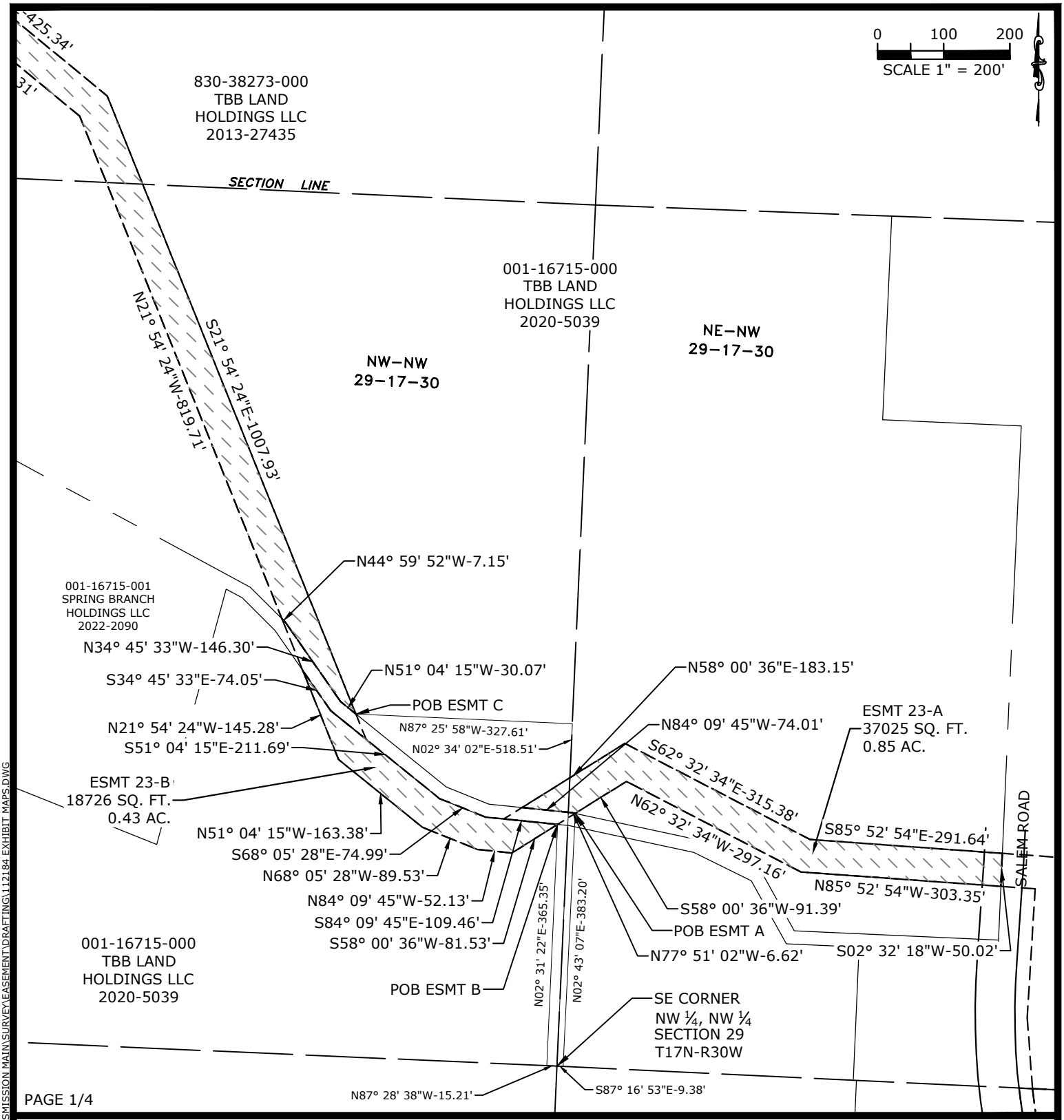
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **T. Craig Jones**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is an Authorized Agent of **TBB Land Holdings, LLC, an Arkansas limited liability company,** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 001-16715-000 — TAX PARCEL NUMBER
- 2020-5039 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
07/07/2023	4
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-01

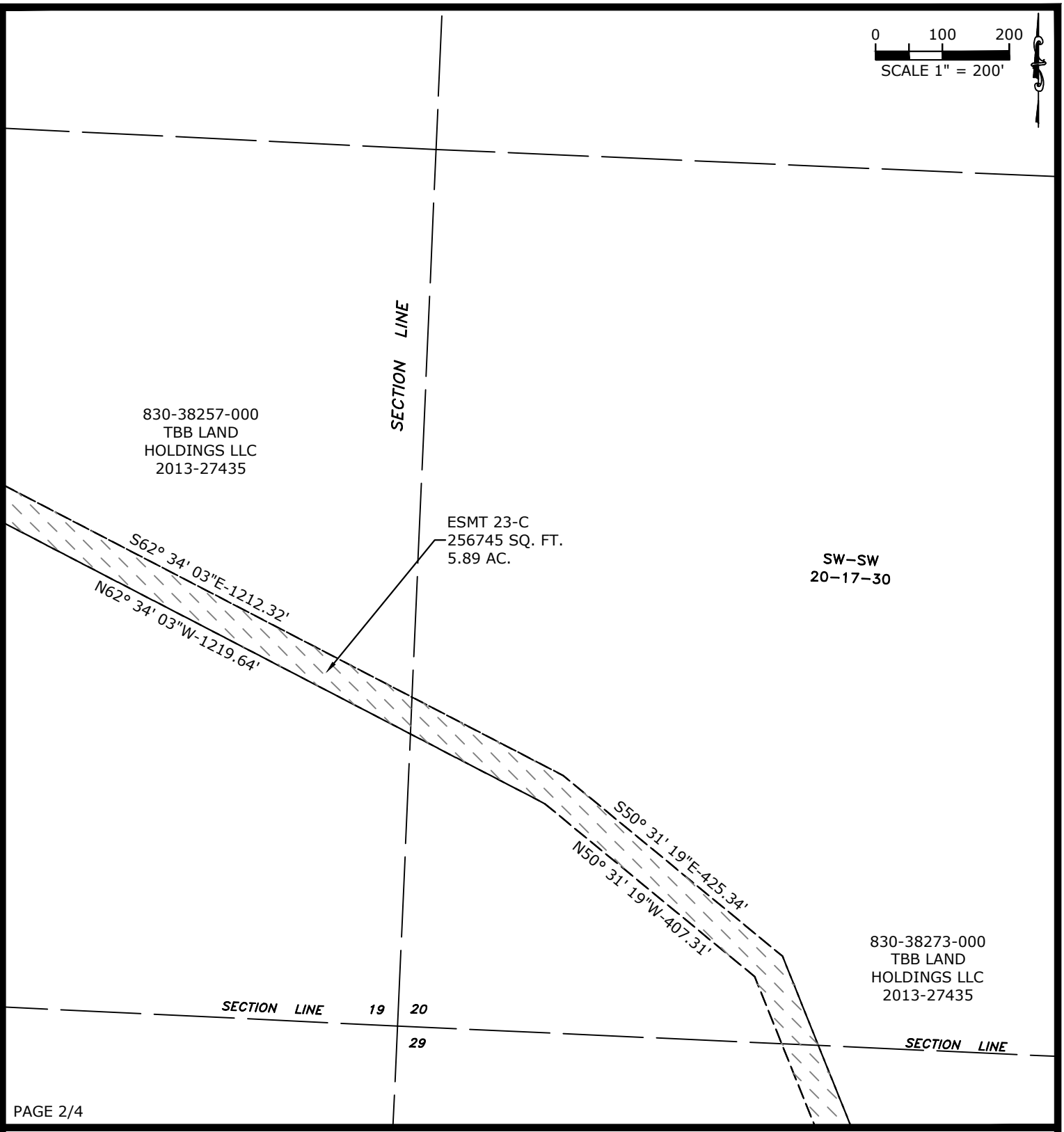
EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 23
TBB LAND HOLDINGS, LLC.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2023

W:\2022\11-2184 - FAYETTEVILLE WEST TRANSMISSION MAIN\SURVEY\EASEMENT\DRAFTING\11-2184 EXHIBIT MAPS.DWG



PAGE 2/4

LEGEND

830-38273-000	TAX PARCEL NUMBER
2013-27435	DEED RECORD
	EXISTING PROPERTY LINE
	PROPOSED RIGHT-OF-WAY
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 07/07/2023	REVISION: 4
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-02

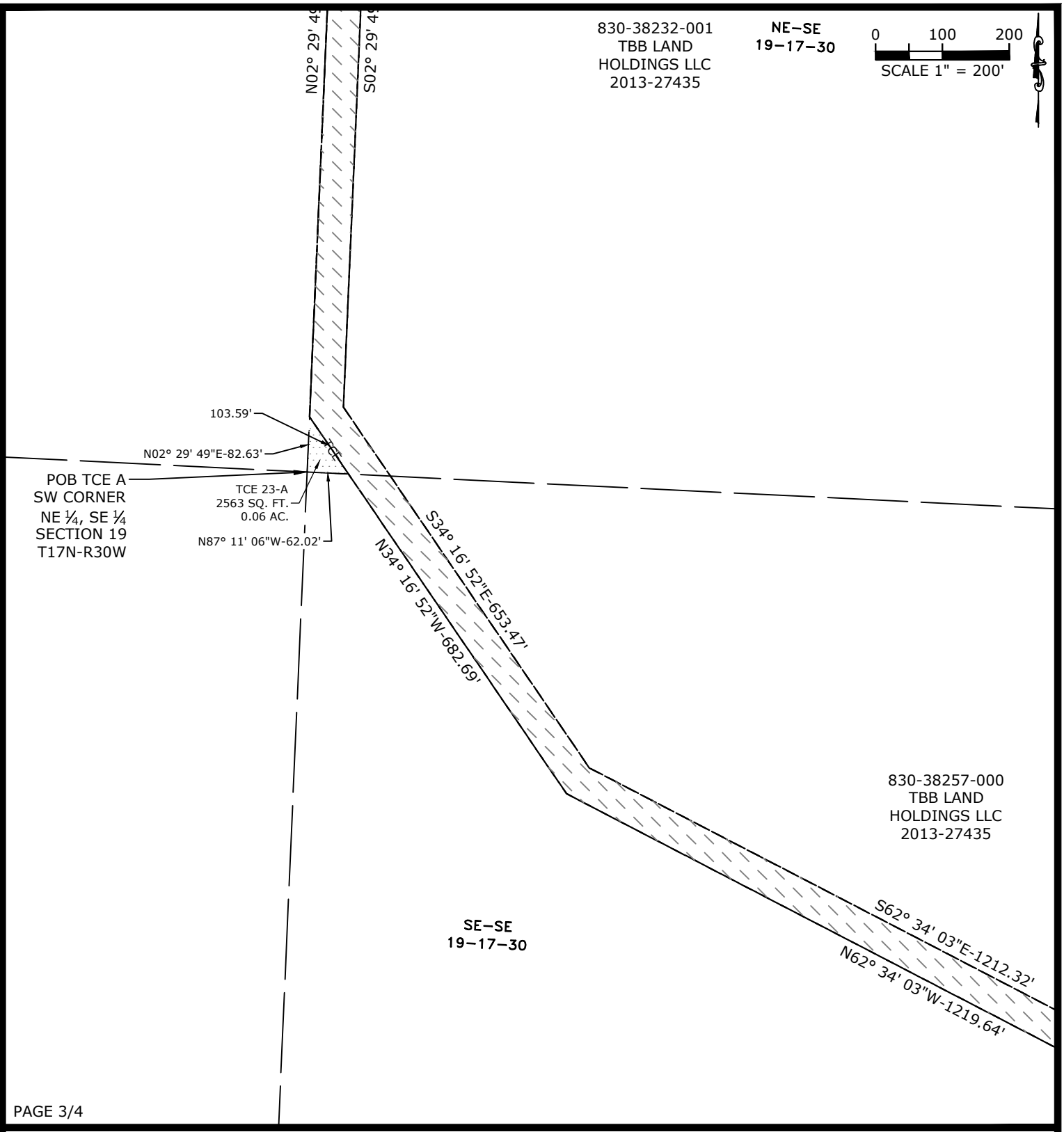
EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 23
TBB LAND HOLDINGS, LLC.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2023

W:\2022\11-2184 - FAYETTEVILLE WEST TRANSMISSION MAIN\SURVEY\EASEMENT\DRAFTING\11-2184 EXHIBIT MAPS.DWG



PAGE 3/4

LEGEND

- 830-38257-000 — TAX PARCEL NUMBER
- 2013-27435 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 07/07/2023	REVISION: 4
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-03

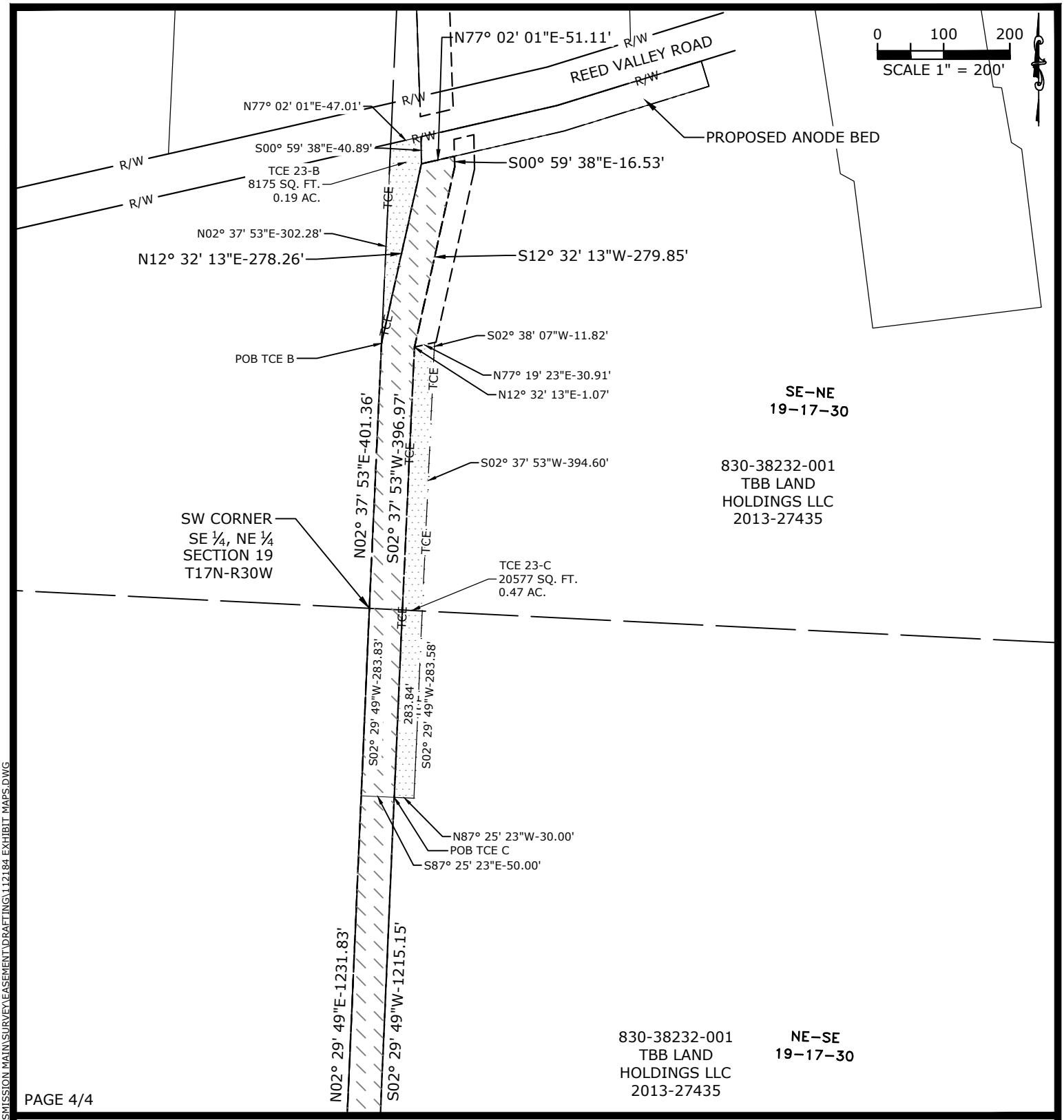
EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 23
TBB LAND HOLDINGS, LLC.

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PAGE 4/4

LEGEND

- 830-38232-001 — TAX PARCEL NUMBER
- 2013-27435 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 07/07/2023	REVISION: 4
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-04

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 23
TBB LAND HOLDINGS, LLC.

McCLELLAND CONSULTING ENGINEERS, INC.
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GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **TBB Land Holdings, LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation,** hereinafter called GRANTEE, and unto the public utilities holding a franchise granted by said City of Fayetteville, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations of general utilities including water and/or sanitary sewer pipe line or lines, manholes, natural gas, electrical power, telephone, fiber optic cable(s) and television communication line or lines, traffic signal poles and equipment, and appurtenances thereto, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Warranty Deed 2013-27435)

The Southeast Quarter (SE1/4) of Section 19; all that part of the Northeast Quarter (NE1/4) of Section 19, lying South of the centerline of Reed Valley Road; and the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 20, all in Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Beginning at a found stone, said stone accepted and used as the South Quarter (S ¼) Corner of said Section 19; thence South 87°13’42” East a distance of 2618.92 feet to a set 5/8 inch diameter iron pin; thence South 87°21’56” East a distance of 1315.70 feet to a found ½ inch diameter iron pin; thence North 02°30’56” East a distance of 2632.94 feet to a set 5/8 inch diameter iron pin; thence North 87°38’04”W a distance of 1316.34 feet; thence North 02°46’09” East a distance of 1154.17 feet to the centerline of Reed Valley Road; thence along said centerline the following 2 courses: South 75°46’18” West a distance of 136.66 feet; thence South 75°59’26” West a distance of 327.23 feet to a found P-K nail and metal flasher; thence leaving said road centerline, along an existing post and rail fence South 08°56’04” East a distance of 187.93 feet to an existing wooden fence corner post; thence leaving said fence line South 83°47’47” East a distance of 12.87 feet to an existing iron pipe fence corner post; thence along an existing fence line South 10°02’18” East a distance of 84.16 feet to an existing iron pipe fence corner post; thence leaving said fence line South 57°46’27” East a distance of 18.58 feet to an existing iron pipe fence corner post; thence along existing fence line South 07°05’08”East a distance of 241.09 feet to a found 5/8 inch diameter iron pin; thence leaving said fence line South 82°54’52” West a distance of 257.17 feet to an existing fence line a found 5/8 inch diameter iron pin, thence along said fence line North 07°15’59” West a distance of 224.20 feet to an existing iron pipe fence corner post; thence leaving said fence line North 61°34’01” West a distance of 23.52 feet to an existing iron pipe fence corner post; thence along an existing fence line North 08°42’54” West a distance of 254.43 feet to the centerline of Reed valley Road and a found P-K nail and metal flasher, thence leaving said fence line, along said road centerline the following 9 courses: South 74°12’43” West a distance of 134.37 feet; South 72°52’27” West a distance of 280.10 feet; South 77°01’49” West a distance of 416.62 feet; South 77°12’58” West a distance of 459.34 feet; South 72°02’09” West a distance of 74.60 feet; South 64°29’10” West a distance of 76.85 feet; South 58°34’36” West a distance of 65.09 feet; South 55°51’17” West a distance of 535.83 feet; South 54°48’26” West a distance of 108.06 feet; thence leaving said road centerline, South 02°28’55” West a distance of 2707.36 feet to the Point of Beginning, containing 277.51 acres, as surveyed. And being subject to the right of way of Reed Valley Road along the North boundary thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the southwest corner of said SE1/4 of the NE1/4: thence along the west line of said SE1/4, N 02°37'53" E 398.09 feet; thence leaving said west line, S 87°22'07" E 50.18 feet to the Point of Beginning (POB): thence N 12°32'13" E 278.78 feet; thence N 00°59'38" W 42.09 feet; thence N 77°02'01" E 30.67 feet; thence S 00°59'38" E 52.01 feet; thence S 12°32'13" W 268.21 feet; thence S 77°19'23" W 33.16 feet; to the Point of Beginning (POB), containing 9,616 sq. ft., or 0.22 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee and the public utilities holding a franchise granted by said City of Fayetteville, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such pipe line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee and its associated franchisees, which hereby agree to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water.

The Grantor agrees not to erect any buildings or structures in said permanent easement. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The Grantee and its associated franchisees shall have the right to construct additional pipe lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

TBB Land Holdings, LLC,
an Arkansas limited liability company

BY: _____
T. Craig Jones, Authorized Agent

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

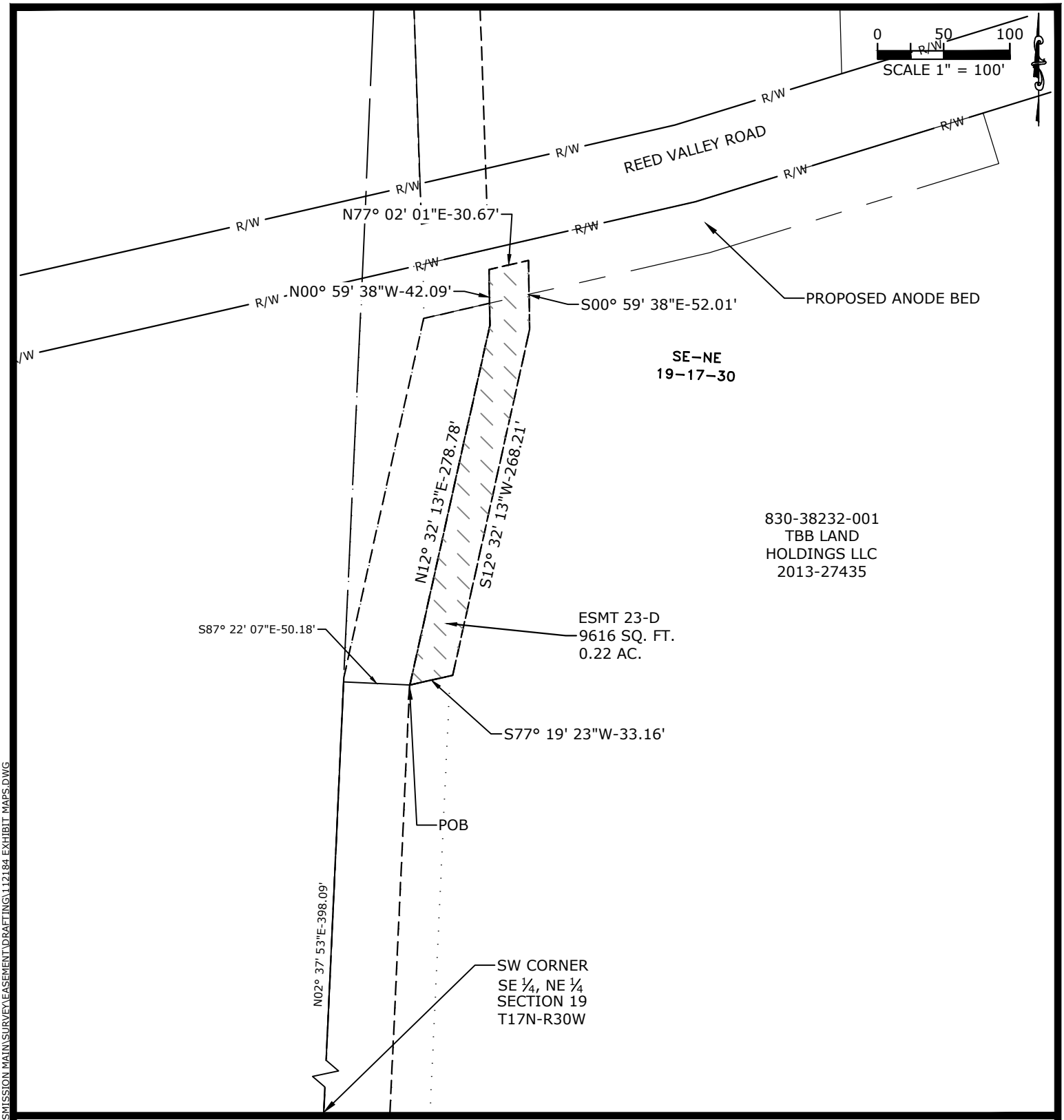
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **T. Craig Jones**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is an Authorized Agent of **TBB Land Holdings, LLC, an Arkansas limited liability company,** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

_____



LEGEND

830-38232-001 — TAX PARCEL NUMBER	PROPOSED RIGHT-OF-WAY
2013-27435 — DEED RECORD	PROPOSED PERMANENT EASEMENT
EXISTING PROPERTY LINE	PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 07/07/2023	REVISION: 4
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 23
TBB LAND HOLDINGS, LLC.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

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West Transmission Main Project-Anode Bed
(Part of) Parcel No. 830-38232-001

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT **TBB Land Holdings, LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the southwest corner of said SE1/4 of the NE1/4: thence along the west line of said SE1/4, N 02°37'53" E 675.47 feet; thence leaving said west line, S 87°22'07" E 47.87 feet to the Point of Beginning (POB): thence N 00°59'38" W 40.89 feet to the south Right-of-Way (ROW) of Reed Valley Road; thence along said south ROW for the following two calls: thence N 77°02'01" E 211.64 feet; thence N 72°52'39" E 227.64 feet; thence leaving said ROW, S 17°07'21" E 40.00 feet; thence S 72°52'39" W 229.09 feet; thence S 77°02'01" W 221.58 feet to the Point of Beginning (POB), containing 17,799 sq. ft., or 0.41 acres.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _____ day of _____, 2023.

TBB Land Holdings, LLC,
an Arkansas limited liability company

BY: _____
T. Craig Jones, Authorized Agent

REVENUE STAMPS AFFIDAVIT
The foregoing deed has the correct amount of Revenue Stamps affixed to it or is **exempt** from such stamps.
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

ACKNOWLEDGMENT

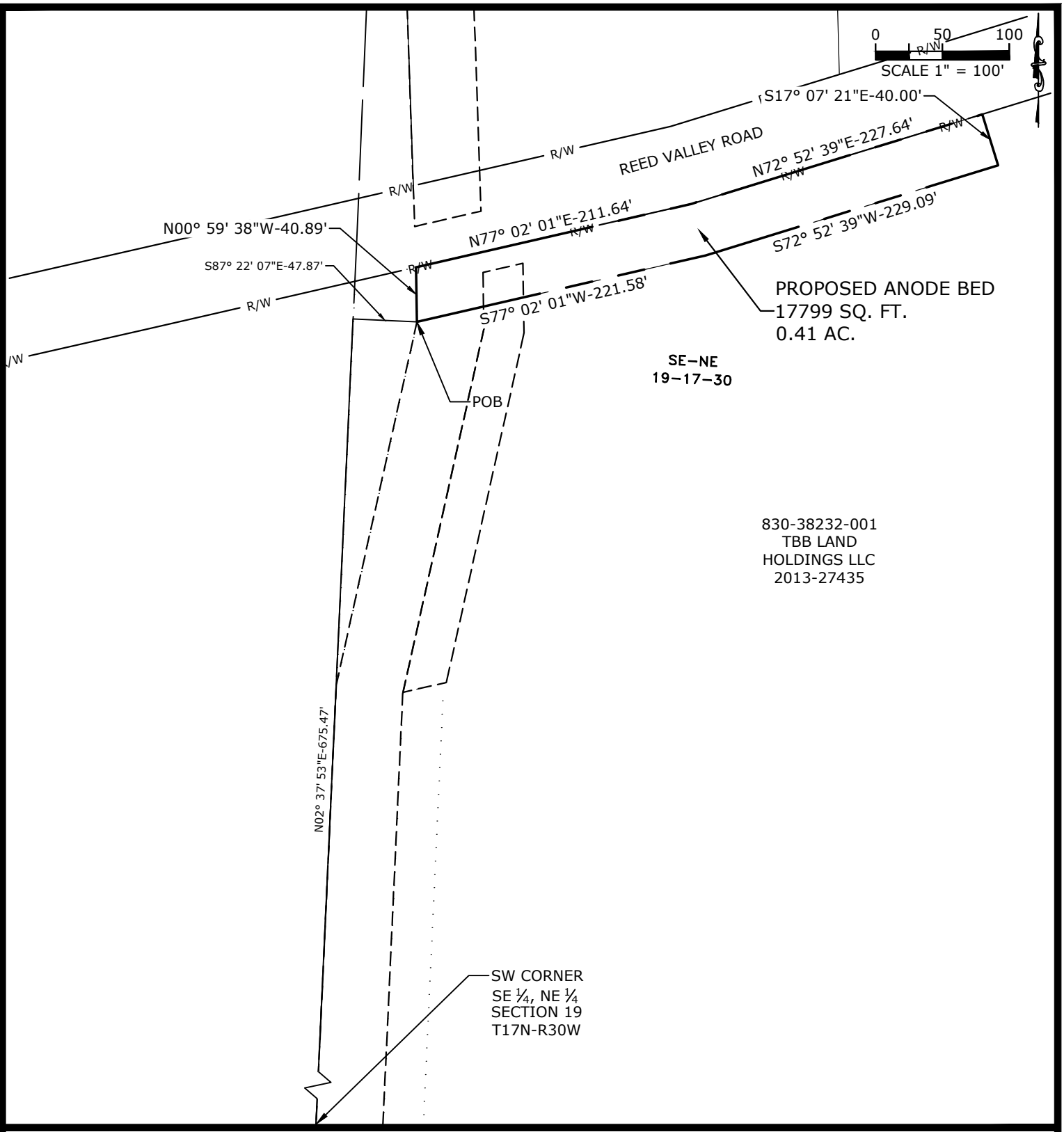
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 **T. Craig Jones**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is an Authorized Agent of **TBB Land Holdings, LLC, an Arkansas limited liability company,** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 830-38232-001 — TAX PARCEL NUMBER
- 2013-27435 — DEED RECORD
- PROPOSED DEED LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
07/20/2023	1
SCALE:	PROJ. NUMBER:
AS NOTED	112184

EX-1

DEED EXHIBIT

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 23
TBB HOLDINGS

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	South side of Reed Valley Road, west side of State Highway 112, and west side of Salem Road, Tontitown, AR; Washington County
Client:	McClelland Consulting Engineers
Fee Owner:	TBB Land Holdings, LLC
Mailing Address:	244 W. Dickson, Suite 202, Fayetteville, AR 72701

Area Of The Whole:	413.08± ACS	Permanent Utility Easements	A – 0.85± AC B – 0.43± AC C – 5.89± ACS Total – 7.17± ACS
Area Of Remainder:	412.67± ACS	General Utility Easement	0.22± AC
Area Of Acquisition:	0.41± AC	Temporary Construction Easements:	A – 0.06± AC B – 0.19± AC C – 0.47± AC Total – 0.72± AC

HIGHEST AND BEST USE:

Whole Property	Residential development.
Remainder Property	Residential development.

ACQUISITION COMPENSATION:

Before			
Land: 413.08± ACS	$	7,435,450	
Improvements: Not Appraised	$	0	
Total:		$	7,435,450
After			
Land: 412.67± ACS	$	7,295,050	
Improvements: Not Appraised	$	0	
Total		$	7,295,050
Subtotal		$	140,400
Plus: Temporary Construction Easements			1,300
Total Compensation as of: August 15, 2023		$	141,700

ALLOCATION OF COMPENSATION

Land: 0.41± AC	$	7,400
Permanent Easements: 7.17± ACS	$	129,050
Utility Easement: 0.22± AC	$	3,950
Temporary Construction Easements: 0.72± AC @ Rental Value	$	1,300
Improvements: N/A	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**141,700**

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL CG3642
KATIE HAMPTON

Date of Report: August 31, 2023

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

TBB Land Holdings, LLC
2200 Don Tyson Pkwy (CPO61)
Springdale, AR 72764

RE: West Transmission Main Line
Parcel No. 830-38273-000 and others
Tract 23 3849 N Salem Road
Offer to purchase easement

Dear Mr. Jones,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$141,700.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

Sincerely,

Tim Nyander
Utilities Director

TN/hj

Enc

Russell and Esther Rogers

Tract No. 33

West Transmission Main
Parcel No. 830-38209-000
Tract No. 33

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Russell B. Rogers and Esther P. Rogers, husband and wife**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Warranty Deed: 2013-14772)

A part of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West in Washington County, Arkansas and being described as follows: Beginning at the SW corner of said SE1/4 of the SW1/4 thence N00°22’16”W 771.52 feet, thence N89°37’44”E 499.57 feet, thence S00°20’24”W 387.53 feet, thence S89°23’08”W 108.01 feet, thence S00°22’16”E 381.92 feet, thence S89°23’08”W 386.76 feet to the P.O.B., containing 7.83 acres more or less. Subject to easements and rights of way of record. Subject to easements, right of ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SW Corner of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the south line of said SE1/4 of the SW1/4, S 87°42'10" East 386.69 feet; thence leaving said south line, N 02°29'42" E 64.42 feet to the north line of an existing utility easement as shown on Plat 2012-35338 of the Records of Washington County, AR, and to the Point of Beginning (POB ESMT): thence along the north line of said easement for the following three calls: thence N 87°33'42" W 194.43 feet; thence N 86°03'43" W 64.00 feet; thence N 81°50'00" W 27.66 feet; thence leaving said north line, N 00°34'22" W 701.46 feet to the Grantor’s north line; thence along said north line, S 87°31'11" E 50.07 feet; thence leaving said north line, S 00°34'22" E 673.63 feet; thence S 84°39'19" E 43.34 feet; thence S 87°33'42" E 194.07 feet to the Grantor’s west line; thence along said west line, S 02°29'42" W 30.00 feet; to the Point of Beginning (POB), containing 42,298 sq. ft., or 0.97 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____ _____

Russell B. Rogers **Esther P. Rogers**

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Russell B. Rogers and Esther P. Rogers, husband and wife**, and any amendments thereto, to me well known as the person who executed the foregoing document, and who 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

West Transmission Main
Parcel No. 830-38209-000
Tract No. 33

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Russell B. Rogers and Esther P. Rogers, husband and wife**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of a 48-inch water line to-wit:

PROPERTY DESCRIPTION: (Warranty Deed: 2013-14772)

A part of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West in Washington County, Arkansas and being described as follows: Beginning at the SW corner of said SE1/4 of the SW1/4 thence N00°22’16”W 771.52 feet, thence N89°37’44”E 499.57 feet, thence S00°20’24”W 387.53 feet, thence S89°23’08”W 108.01 feet, thence S00°22’16”E 381.92 feet, thence S89°23’08”W 386.76 feet to the P.O.B., containing 7.83 acres more or less. Subject to easements and rights of way of record. Subject to easements, right of ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SW Corner of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the south line of said SE1/4 of the SW1/4, S 87°42'10" East 386.69 feet; thence leaving said south line, N 02°29'42" E 94.42 feet; thence N 87°33'42" W 187.17 feet to the Point of Beginning (POB TCE): thence N 87°33'42" W 6.90 feet; thence N 84°39'19" W 43.34 feet; thence N 00°34'22" W 50.29 feet; thence N 90°00'00" E 50.00 feet; thence S 00°34'22" E 54.62 feet to the Point of Beginning (POB TCE), containing 2,630 sq. ft., or 0.06 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Russell B. Rogers

Esther P. Rogers

ACKNOWLEDGMENT

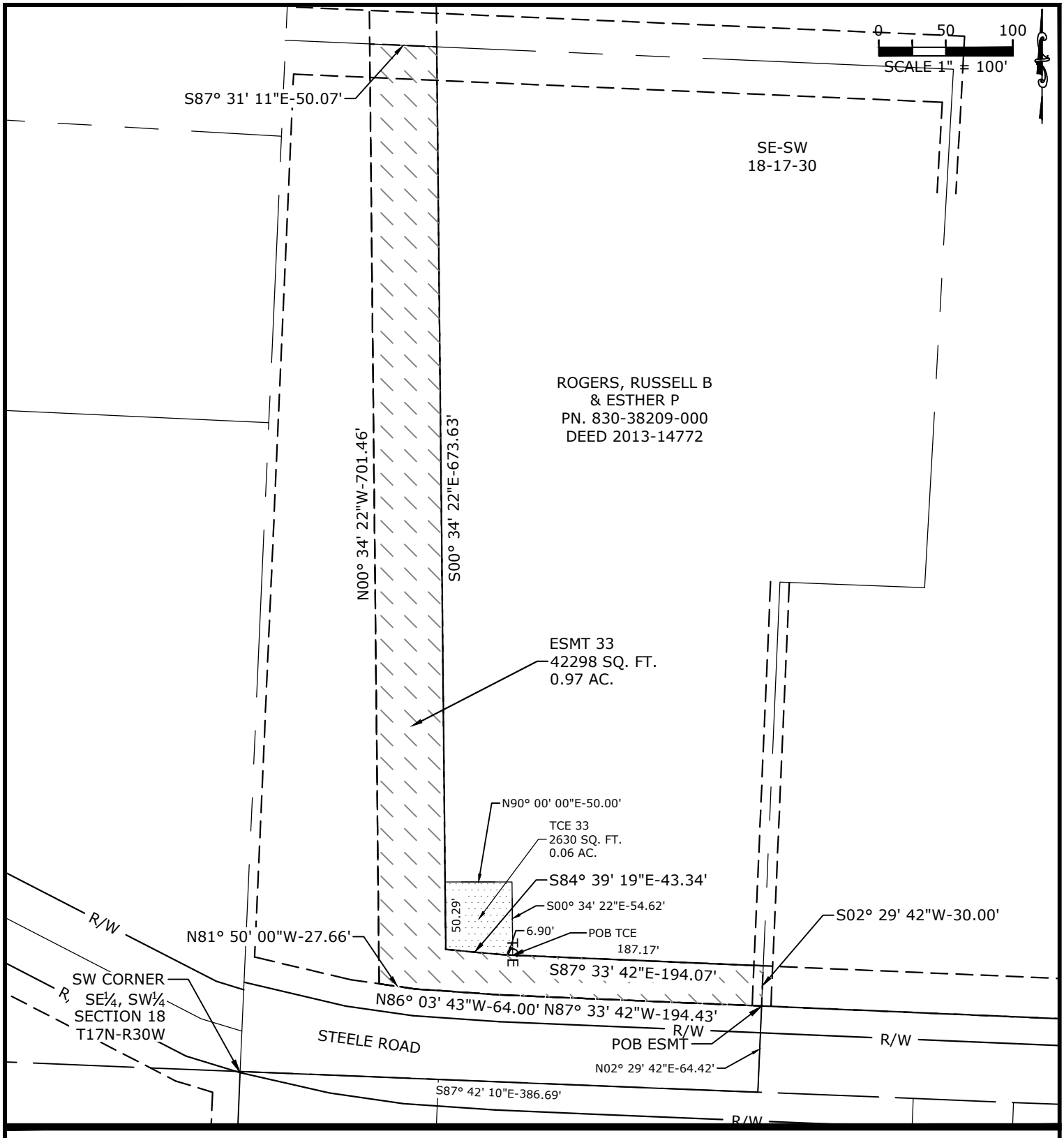
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Russell B. Rogers and Esther P. Rogers, husband and wife**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she/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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 830-38209-000 — TAX PARCEL NUMBER
- 2013-14772 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
05/04/2023	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 33
ROGERS, RUSSELL B & ESTHER P

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	990 Steele Road, Springdale, Arkansas (Tontitown)
Client:	McClelland Consulting Engineers
Fee Owner:	Russell B. Rogers and Esther P. Rogers
Mailing Address:	990 Steele Road, Springdale, Arkansas

Area Of The Whole:	7.83± ACS	Permanent Easement	0.97± AC
Area Of Remainder:	7.83± ACS	Temporary Construction Easement	0.06± AC
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued residential use. (see Highest and Best Use section)
Remainder Property	Continued residential use. (see Highest and Best Use section)

ACQUISITION COMPENSATION:

Before			
Land: 7.83± ACS	$	596,900	
Improvements: Tree	$	1,000	
Total:		$	597,900
After			
Land: 7.83± ACS	$	533,050	
Improvements: Not Applicable	$		
Total		$	533,050
FAIR MARKET VALUE OF ACQUISITION		$	64,850
Plus: TCE			450
Total Compensation as of: July 11, 2023		$	

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.97± Acre (Rounded)	$	63,850
Temporary Construction Easement: 0.06± Acre (Rounded)	$	450
Improvements: Tree	$	1,000
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**65,300**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.

Blake Hopper, RA4720
REED & ASSOCIATES, INC.

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Russell B. & Esther P. Rogers
990 Steele Road
Springdale, AR 72762

RE: West Transmission Main Line
Parcel No. 830-38209-000
Tract 33
Offer to purchase easement

Dear Mr. and Mrs. Rogers:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$65,300.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

ENC

Four Horn Properties, LLC

Tract No. 34

West Transmission Main
Parcel No. 830-38209-001
Tract No. 34

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Four Horn Properties, LLC, an Arkansas limited liability company,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed: 2013-14769

A part of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West in Washington County, Arkansas and being described as follows: Commencing at the SE corner of said SE1/4 of the SW1/4; thence N00°09’43”W 418.22 feet to the POB, thence S88°42’49”W 114.60 feet, thence S60°47’14”W 144.21 feet, thence S89°31’55”W 140.00 feet, thence S00°29’08”E 310.93 feet, thence N89°37’11”E 139.90 feet, thence S00°28’03”E 36.70 feet, thence S89°23’08”W 690.96 feet, thence N00°22’16”W 381.92 feet, thence N89°23’08”E 108.01 feet, thence N00°20’24”E 387.53 feet, thence S89°37’44”W 499.57 feet, thence N00°22’16”W 550.07 feet, thence N89°29’15”E 1321.33 feet, thence S00°09’43”E 901.04 feet to the POB, containing 28.95 acres, more or less. Subject to easements and rights of way of record. Subject to easements, rights of ways and protective covenants of record if any. Subject to all prior mineral reservations and oil and gas leases, if any.

PERMANENT EASEMENT DESCRIPTION:

Permanent Easement A:
Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SW Corner of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the south line of said SE1/4 of the SW1/4, S 87°42'10" East 386.69 feet to the Grantor’s west line; thence leaving said south line, N 02°29'42" E 64.42 feet along said west line, to the Point of Beginning (POB ESMT A): thence continuing along said west line, N 02°29'42" E 30.00 feet; thence leaving said west line, S 87°33'42" E 550.89 feet to the Grantor’s east line; thence along said east line, S 02°22'44" W 30.00 feet to the north line of an existing utility easement as shown on Plat 2012-35338 of the Records of Washington County, AR; thence leaving said east line, N 87°33'42" W 550.95 feet along said north easement line to the Point of Beginning (POB ESMT A), containing 16,528 sq. ft., or 0.38 acres.

Permanent Easement B:
Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SW Corner of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the west line of said SE1/4 of the SW1/4, N 02°29'13" E 771.20 feet to the Grantor’s south line; thence leaving said west line, S 87°31'11" East 63.32 feet along said south line, to the Point of Beginning (POB ESMT B): thence leaving said south line, N 00°34'22" W 549.19 feet; thence N 03°00'56" W 2.59 feet to the Grantor’s north line; thence along said north line, S 87°36'42" E 50.18 feet; thence leaving said north line, S 00°34'22" E 551.86 feet to said south line; thence along said south line, N 87°31'11" W 50.07 feet; to the Point of Beginning (POB ESMT B), containing 27,591 sq. ft., or 0.63 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Four Horn Properties, LLC,
an Arkansas limited liability company

BY: Rogers Holdings, LLC,
Its Sole Member

BY: _____
Russell B. Rogers, its Manager

ACKNOWLEDGMENT

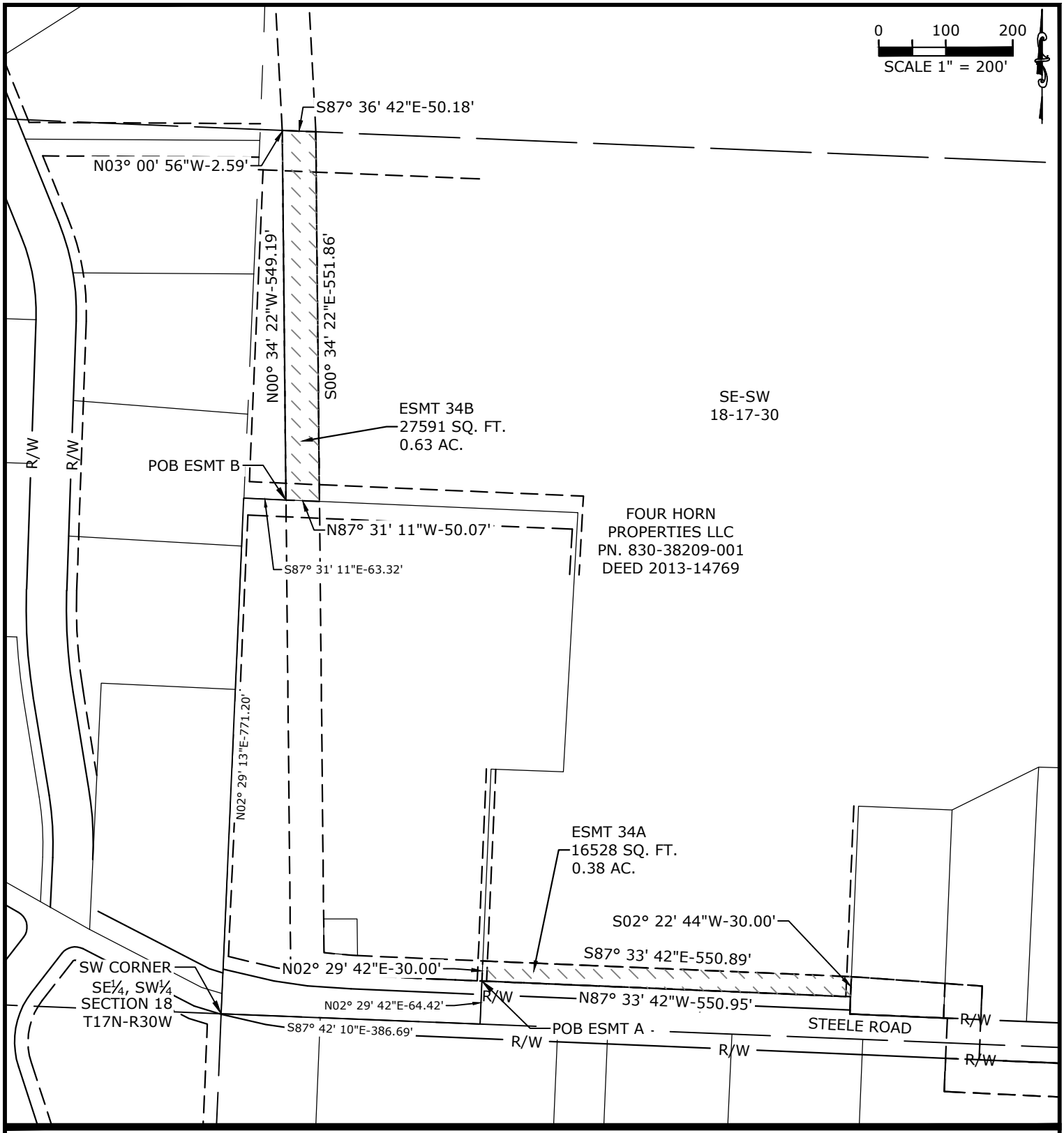
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Russell B. Rogers**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is the Manager of **Rogers Holdings, LLC**, acting as the Sole Member of **Four Horn Properties, LLC, an Arkansas limited liability company** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

830-38209-001 — TAX PARCEL NUMBER	R/W / R/W — PROPOSED RIGHT-OF-WAY
2013-14769 — DEED RECORD	PROPOSED PERMANENT EASEMENT
EXISTING PROPERTY LINE	TCE / TCE — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 05/04/2023	REVISION: 1
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 34
FOUR HORN PROPERTIES LLC

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2023

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	1070 Steele Road, Springdale, Arkansas (Tontitown)
Client:	McClelland Consulting Engineers
Fee Owner:	Four Horn Properties, LLC
Mailing Address:	1070 Steele Road, Springdale, Arkansas

Area Of The Whole:	28.95± ACS	Permanent Easement	PE A – 0.38± AC PE B – 0.63± AC Total - 1.01± ACS
Area Of Remainder:	28.95± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued residential use in the interim; residential development in the future. (see Highest and Best Use section)
Remainder Property	Continued residential use in the interim; residential development in the future. (see Highest and Best Use section)

ACQUISITION COMPENSATION:

Before			
Land: 28.95± ACS	$	1,063,950	
Improvements: Not Applicable	$	0	
Total:		$	1,063,950
After			
Land: 28.95± ACS	$	1,037,300	
Improvements: Not Applicable	$		
Total		$	1,037,300
FAIR MARKET VALUE OF ACQUISITION		$	26,650
Total Compensation as of: July 11, 2023		$	**26,650**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 1.01± Acres (Rounded)	$	26,650
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**26,650**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



Blake Hopper, RA4720
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Four Horn Properties, LLC
PO Box 6668
Springdale, AR 72766

RE: West Transmission Main Line
Parcel No. 830-38209-001
Tract 34 1070 Steele Road
Offer to purchase easement

Dear Mr. and Mrs. Rogers:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of $**26,650.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Wildcat Creek Farms, LLC

Tract No. 35

West Transmission Main
Parcel No. 830-38207-000, 830-38210-000
830-38327-100, 830-38289-000 & 830-38288-100
Tract No. 35

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Wildcat Creek Farms, LLC,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2013-25230)

Parcel: 830-38207-000; 830-38210-000; 830-38327-100
The NW¼ of the SE¼; the NE¼ of the SW¼; a part of the SE¼ of the NW¼; a part of the SW¼ of the NW¼; a part of the NW¼ of the SW¼ all in Section 18, T-17-N, R-30-W; ALSO, a part of the SE¼ of the NE¼ and a part of the NE¼ of the SE¼ all in Section 13, T-17-N, R30-W, together being more particularly described as follows: beginning at a found axle marking the Southwest corner of the NW¼ of the SE¼ of said Section 18; thence N89°21'14"E 1309.54 feet to the Southeast corner of the NW¼ of the SE¼ of said Section 18; thence N00°27'53"W 1322.98 feet to the Northeast corner of the NW¼ of the SE¼ of said Section 18; thence S00°24'58"W 678.22 feet along the East line of the NW¼ of said Section 18 to a point in line with an existing fence running Northwesterly, said fence being the boundary between the Andrews and Russell properties as surveyed for them by Ralph Shreve in 1964; thence along said fence N88°45'21"W 3918.00 feet to the West line of the SE¼ of the NE¼ of said Section 13; said point being S00°03'40"E 589.13 feet from the Northwest corner of the SE¼ of the NE¼ of said Section 13; thence S00°03'40"E 738.63 feet to the Northwest corner of the NE¼ of the SE¼ of said Section 13; thence S00°30'40"E 412.50 feet; thence S77°20'25"E (Record S76°30'E) 2675.10 feet along an existing fence to a found iron; thence S00°46'31"E 362.93 feet to the Southwest corner of the NE¼ of the SW¼ of said Section 18; thence N89°29'15"E 1321.33 feet to the point of beginning, containing 185.80 acres, more or less.
Parcel: 830-38289-000; 830-38288-100 (and others)
A part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), a part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), a part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) all in Section Eighteen (18) and a part of the Fractional Southwest Quarter (Frl. SW¼) of the Southwest Quarter (SW¼) all in Section Seven (7), all being in Township Seventeen (17) North, Range Thirty (30) West; ALSO, a part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twelve (12), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and a part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) all in Section Thirteen (13), all being in Township Seventeen (17) North, Range Thirty-one (31) West, and being more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), of Section Eighteen (18), Township Seventeen (17) North, Range Thirty (30) West; thence South 0°24'58" East 6.95 feet to a found iron pin on the South line of a 25 foot access easement; thence South 84°16'18" West along the south line of said easement 283.90 feet; thence South 82°35'45" West along the South line of said easement 25.45 feet to a found iron pin which is the true point of beginning; thence along the south line of said easement the following bearings and distances: South 82°35'45" West 211.26 feet; South 79°04'26" West 103.05 feet; thence leaving said easement North 74°29'41" West 69.54 feet; thence South 79°30'00" West 292.28 feet; thence South 37°25'17" West 140.33 feet; thence South 41°14'35" West 39.13 feet; thence South 60°08'04" West 41.22 feet; thence South 70°52'08" West 38.70 feet; thence South 77°56'39" West 60.86 feet to the South line of a 25 foot easement; thence along the said easement, the following bearings and distances: North 52°20'35" West 129.18 feet; North 42◦48'30" West 209.05 feet; North 03°04'43" East 109.65 feet to an existing fence; thence along the said fence, the following bearings and distances: North 56°48'22" West 79.52 feet; North 67°25'58" West 75.44 feet; North 59°18'19" West 205.73 feet; North 66°25'43" West 88.62 feet; South 87°51'28" West 130.81 feet; North 77°03'02" West 248.07 feet; North 89°22'15" West 323.27 feet to the West line of Section Seven (7), Township Seventeen (17) North, Range Thirty (30) West; thence North 00°11'06" East 66.88 feet to a railroad spike; thence S89°50'30" West 1350.71 feet to an iron pin set on the West line of the SE¼ of the SE¼ of Section Twelve (12), Township Seventeen (17) North, Range Thirty-one (31) West; thence South 0°1822 West 1652.7 feet to a found iron pin at the Northwest corner of the SE¼ of the NE¼ of Section Thirteen (13), Township Seventeen (17) North, Range Thirty-one (31) West; thence South 0°03'40" East 589.13 along the West line of the said SE¼ of the NE¼ to a found iron pin in a fence line, said fence being the property line between the Russell and Andrews (now Inlow) properties as surveyed for them by Ralph Shreve in 1964; thence along the said existing fence line S88°45'21" East 3918.0 feet to a found iron pin on the East line of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Seventeen (17) North, Range Thirty (30) West; thence leaving said fence line North 0°24'58" West 1382.13 feet along the East line of the East Half (E½) of the Northwest Quarter

(NW¼), of said Eighteen (18), Township Seventeen (17) North, Range Thirty (30) West, to a point which is South 00°24'58" East 579.54 feet of an from the Northeast corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), of said Section Eighteen (18), same being the Southeast corner of 3.95 acre tract heretofore conveyed to the Northwest Arkansas Zoological Society, Inc. as recorded in Washington County Land Document No. 92-50205; thence South 89°25'25" West 307.95 feet; thence North 00°24'58" West 544.7 feet to the point of beginning, containing 181.60 acres, more or less. LESS AND EXCEPT: That part thereof lying and being within the North 64 rods (1056.00 feet) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twelve (12), Township Seventeen (17) North, Range Thirty-one (31) West.
(Also a 60 easement described on deed but not this document)
Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, Part of the Northeast Quarter NE1/4 of the Southeast Quarter (SE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), and part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 13, Township 17 North, Range 31 West, and Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 12, Township 17 North, Range 31 West, all in Washington County, Arkansas, being more particularly described as follows: Commencing at the SW Corner of the NE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the south line of said NE1/4 of the SW1/4, S 87°36'42" East 32.84 feet to the Point of Beginning (POB ESMT): thence leaving said south line, N 03°00'56" W 364.55 feet to the Grantor's south property line; thence along said south property line, N 74°26'41" W 2446.29 feet; thence leaving said south property line, N 19°36'49" W 287.09 feet; thence N 04°03'42" W 943.08 feet to the Grantor's west property line; thence along said west property line for the following three calls: thence N 02°50'16" E 589.04 feet; thence N 03°12'18" E 1322.77 feet; thence N 03°01'32" E 256.93 feet to the Grantor's north property line; thence leaving said west property line, S 87°31'40" E 50.00 feet along said north property line; thence leaving said north property line, S 03°01'32" W 257.41 feet; thence S 03°12'18" W 1322.77 feet; thence S 02°50'16" W 585.87 feet; thence S 04°03'42" E 933.24 feet; thence S 19°36'49" E 254.32 feet; thence S 74°26'41" E 2456.30 feet; thence S 03°00'56" E 404.16 feet; thence S 00°34'22" E 1.07 feet; thence N 87°36'42" W 50.18 feet; to the Point of Beginning (POB), containing 310,622 sq. ft., or 7.13 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Wildcat Creek Farms, LLC

By: _____
Tamara Martin, Manager

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 **Tamara Martin** to me well known as the person who executed the foregoing document, and who stated and acknowledged that she is the Manager of the **Wildcat Creek Farms, LLC,** and is duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Wildcat Creek Farms, LLC**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of West Transmission Main to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2013-25230)

Parcel: 830-38207-000; 830-38210-000; 830-38327-100
The NW¼ of the SE¼; the NE¼ of the SW¼; a part of the SE¼ of the NW¼; a part of the SW¼ of the NW¼; a part of the NW¼ of the SW¼ all in Section 18, T-17-N, R-30-W; ALSO, a part of the SE¼ of the NE¼ and a part of the NE¼ of the SE¼ all in Section 13, T-17-N, R30-W, together being more particularly described as follows: beginning at a found axle marking the Southwest corner of the NW¼ of the SE¼ of said Section 18; thence N89°21'14"E 1309.54 feet to the Southeast corner of the NW¼ of the SE¼ of said Section 18; thence N00°27'53"W 1322.98 feet to the Northeast corner of the NW¼ of the SE¼ of said Section 18; thence S00°24'58"W 678.22 feet along the East line of the NW¼ of said Section 18 to a point in line with an existing fence running Northwesterly, said fence being the boundary between the Andrews and Russell properties as surveyed for them by Ralph Shreve in 1964; thence along said fence N88°45'21"W 3918.00 feet to the West line of the SE¼ of the NE¼ of said Section 13; said point being S00°03'40"E 589.13 feet from the Northwest corner of the SE¼ of the NE¼ of said Section 13; thence S00°03'40"E 738.63 feet to the Northwest corner of the NE¼ of the SE¼ of said Section 13; thence S00°30'40"E 412.50 feet; thence S77°20'25"E (Record S76°30'E) 2675.10 feet along an existing fence to a found iron; thence S00°46'31"E 362.93 feet to the Southwest corner of the NE¼ of the SW¼ of said Section 18; thence N89°29'15"E 1321.33 feet to the point of beginning, containing 185.80 acres, more or less.

Parcel: 830-38289-000; 830-38288-100 (and others)
A part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), a part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), a part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) all in Section Eighteen (18) and a part of the Fractional Southwest Quarter (Frl. SW¼) of the Southwest Quarter (SW¼) all in Section Seven (7), all being in Township Seventeen (17) North, Range Thirty (30) West; ALSO, a part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twelve (12), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and a part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) all in Section Thirteen (13), all being in Township Seventeen (17) North, Range Thirty-one (31) West, and being more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), of Section Eighteen (18), Township Seventeen (17) North, Range Thirty (30) West; thence South 0°24'58" East 6.95 feet to a found iron pin on the South line of a 25 foot access easement; thence South 84°16'18" West along the south line of said easement 283.90 feet; thence South 82°35'45" West along the South line of said easement 25.45 feet to a found iron pin which is the true point of beginning; thence along the south line of said easement the following bearings and distances: South 82°35'45" West 211.26 feet; South 79°04'26" West 103.05 feet; thence leaving said easement North 74°29'41" West 69.54 feet; thence South 79°30'00" West 292.28 feet; thence South 37°25'17" West 140.33 feet; thence South 41°14'35" West 39.13 feet; thence South 60°08'04" West 41.22 feet; thence South 70°52'08" West 38.70 feet; thence South 77°56'39" West 60.86 feet to the South line of a 25 foot easement; thence along the said easement, the following bearings and distances: North 52°20'35" West 129.18 feet; North 42°48'30" West 209.05 feet; North 03°04'43" East 109.65 feet to an existing fence; thence along the said fence, the following bearings and distances: North 56°48'22" West 79.52 feet; North 67°25'58" West 75.44 feet; North 59°18'19" West 205.73 feet; North 66°25'43" West 88.62 feet; South 87°51'28" West 130.81 feet; North 77°03'02" West 248.07 feet; North 89°22'15" West 323.27 feet to the West line of Section Seven (7), Township Seventeen (17) North, Range Thirty (30) West; thence North 00°11'06" East 66.88 feet to a railroad spike; thence S89°50'30" West 1350.71 feet to an iron pin set on the West line of the SE¼ of the SE¼ of Section Twelve (12), Township Seventeen (17) North, Range Thirty-one (31) West; thence South 0°1822 West 1652.7 feet to a found iron pin at the Northwest corner of the SE¼ of the NE¼ of Section Thirteen (13), Township Seventeen (17) North, Range Thirty-one (31) West; thence South 0°03'40" East 589.13 along the West line of the said SE¼ of the NE¼ to a found iron pin in a fence line, said fence being the property line between the Russell and Andrews (now Inlow) properties as surveyed for them by Ralph Shreve in 1964; thence along the said existing fence line S88°45'21" East 3918.0 feet to a found iron pin on the East line of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Eighteen (18), Township Seventeen (17) North, Range Thirty (30) West; thence leaving said fence line North 0°24'58" West 1382.13 feet along the East line of the East Half (E½) of the Northwest Quarter (NW¼), of said Eighteen (18), Township Seventeen (17) North, Range Thirty (30) West, to a point which is South 00°24'58" East 579.54 feet of an from the Northeast corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), of said Section Eighteen (18), same being the Southeast corner of 3.95 acre tract heretofore conveyed to the Northwest Arkansas

Zoological Society, Inc. as recorded in Washington County Land Document No. 92-50205; thence South 89°25’25” West 307.95 feet; thence North 00°24’58” West 544.7 feet to the point of beginning, containing 181.60 acres, more or less. LESS AND EXCEPT: That part thereof lying and being within the North 64 rods (1056.00 feet) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twelve (12), Township Seventeen (17) North, Range Thirty-one (31) West.
(Also, a 60-foot easement described on deed but not this document)
Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

TEMPORARY CONSTRUCTION EASMENT A

Part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, and Part of the Northeast Quarter NE1/4 of the Southeast Quarter (SE1/4) of Section 13, Township 17 North, Range 31 West, all in Washington County, Arkansas, being more particularly described as follows: Commencing at the SW Corner of the NE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the south line of said NE1/4 of the SW1/4, S 87°36'42" East 83.02 feet; thence leaving said south line, N 00°34'22" W 1.07 feet; thence N 03°00'56" W 404.16 feet to the Point of Beginning (POB TCE A): thence N 74°26'41" W 1700.00 feet; thence N 15°33'19" E 50.00 feet; thence S 74°26'41" E 1683.20 feet; thence S 03°00'56" E 52.75 feet; to the Point of Beginning (POB TCE A), containing 84,580 sq. ft., or 1.94 acres.

TEMPORARY CONSTRUCTION EASMENT B

Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 13, Township 17 North, Range 31 West, all in Washington County, Arkansas, being more particularly described as follows: Commencing at the SW Corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West; thence along the south line of said NE1/4 of the SW1/4, S 87°36'42" East 83.02 feet; thence leaving said south line, N 00°34'22" W 1.07 feet; thence N 03°00'56" W 404.16 feet; thence N 74°26'41" W 2456.30 feet; thence N 19°36'49" W 254.32 feet; thence N 04°03'42" W 433.24 feet to the Point of Beginning (POB TCE B): thence N 04°03'42" W 500.00 feet; thence N 02°50'16" E 17.57 feet; thence S 87°09'44" E 25.00 feet; thence S 02°50'16" W 16.06 feet; thence S 04°03'42" E 498.49 feet; thence S 85°56'18" W 25.00 feet; to the Point of Beginning (POB TCE B), containing 12,902 sq. ft., or 0.30 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Wildcat Creek Farms, LLC

By: _____
Tamara Martin, Manager

ACKNOWLEDGMENT

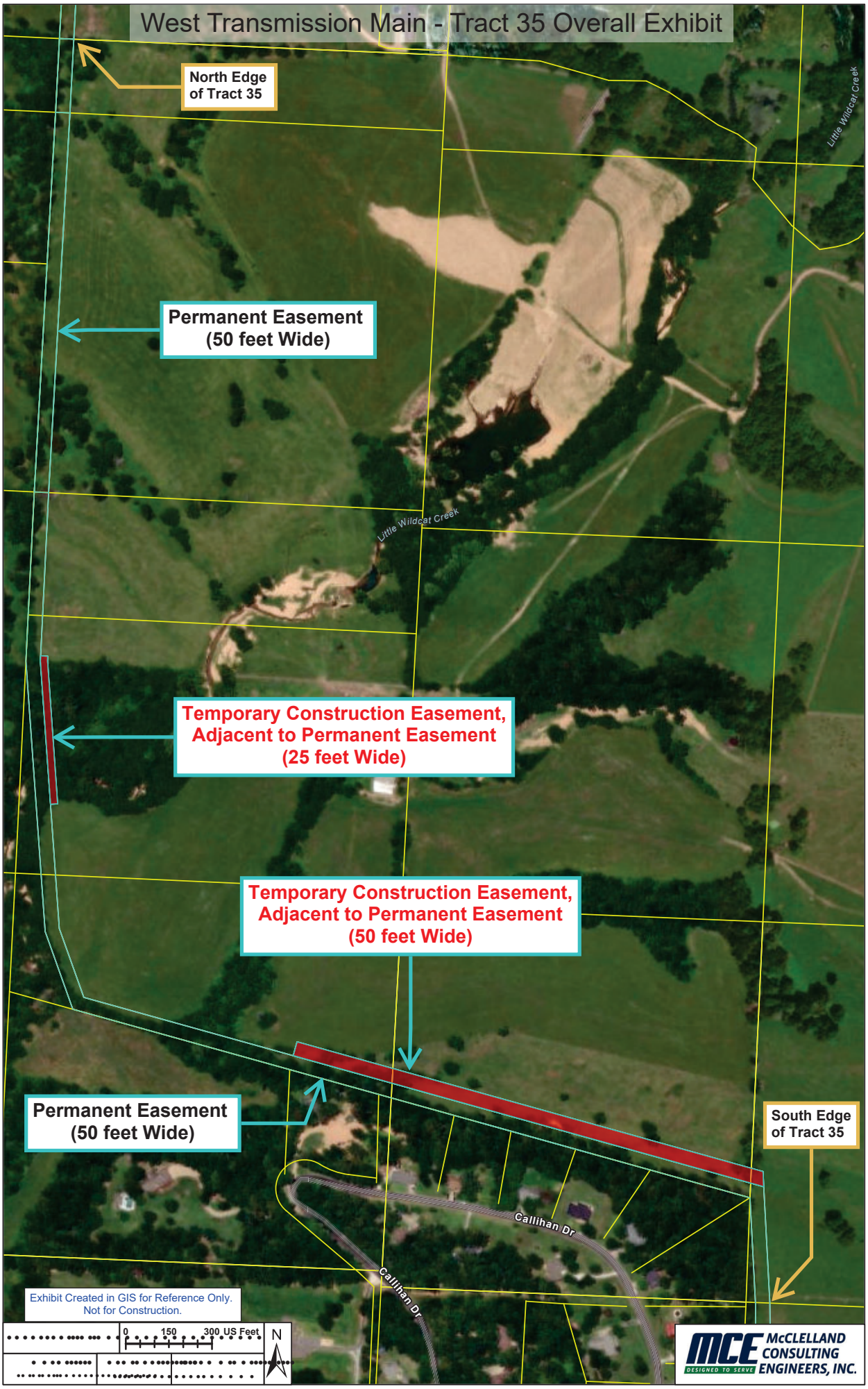
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

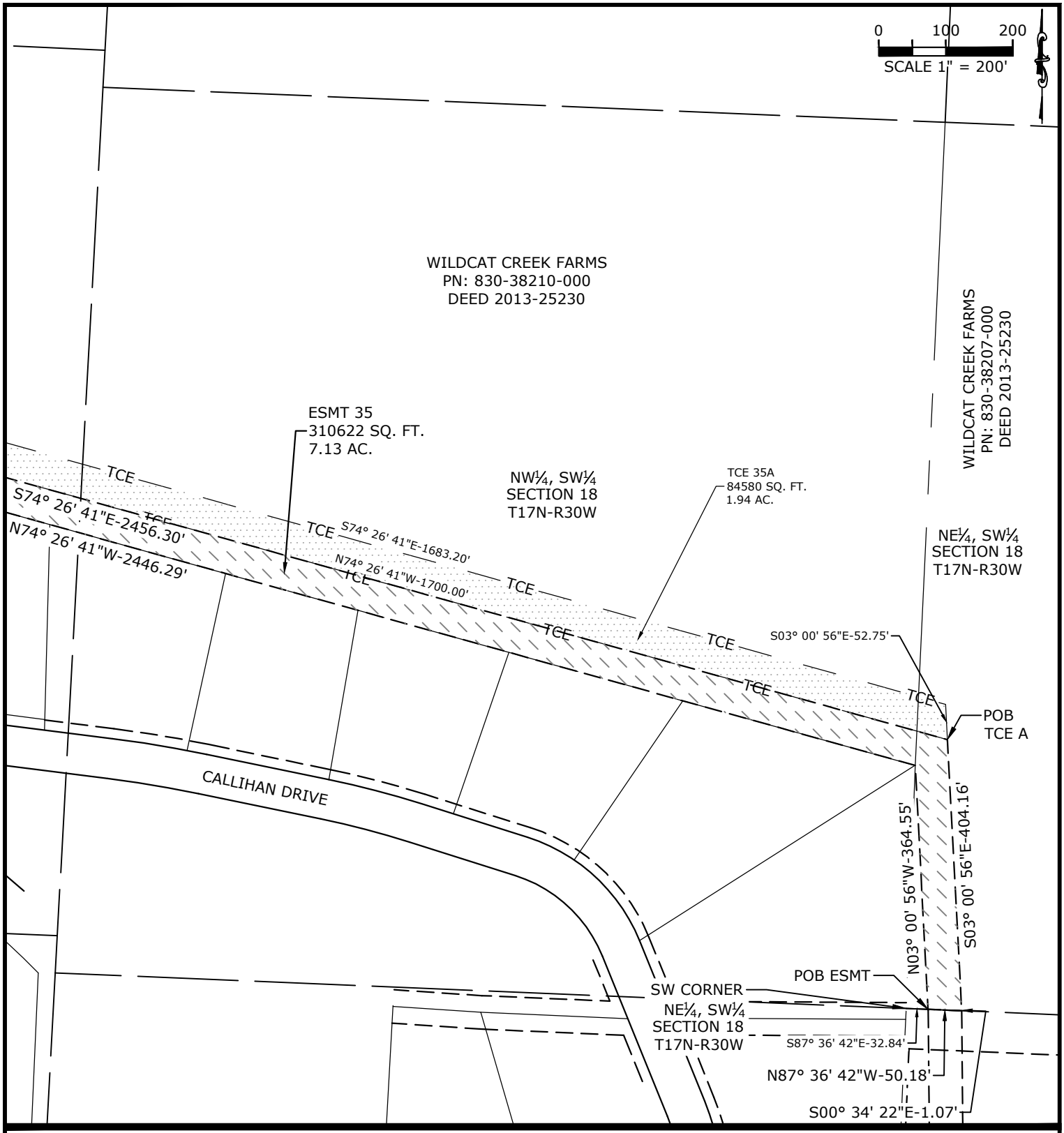
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Tamara Martin** to me well known as the person who executed the foregoing document, and who stated and acknowledged that she is the Manager of the **Wildcat Creek Farms, LLC,** and is duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public


West Transmission Main - Tract 35 Overall Exhibit
North Edge of Tract 35
Little Wildcat Creek
Permanent Easement (50 feet Wide)
Little Wildcat Creek
Temporary Construction Easement, Adjacent to Permanent Easement (25 feet Wide)
Temporary Construction Easement, Adjacent to Permanent Easement (50 feet Wide)
Permanent Easement (50 feet Wide)
South Edge of Tract 35
Callihan Dr
Callihan Dr
Exhibit Created in GIS for Reference Only. Not for Construction.
0 150 300 US Feet
N
MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE



LEGEND

AS NOTED — TAX PARCEL NUMBER	R/W — PROPOSED RIGHT-OF-WAY
2013-25230 — DEED RECORD	PROPOSED PERMANENT EASEMENT
EXISTING PROPERTY LINE	TCE — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 04/12/23	REVISION: 1
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

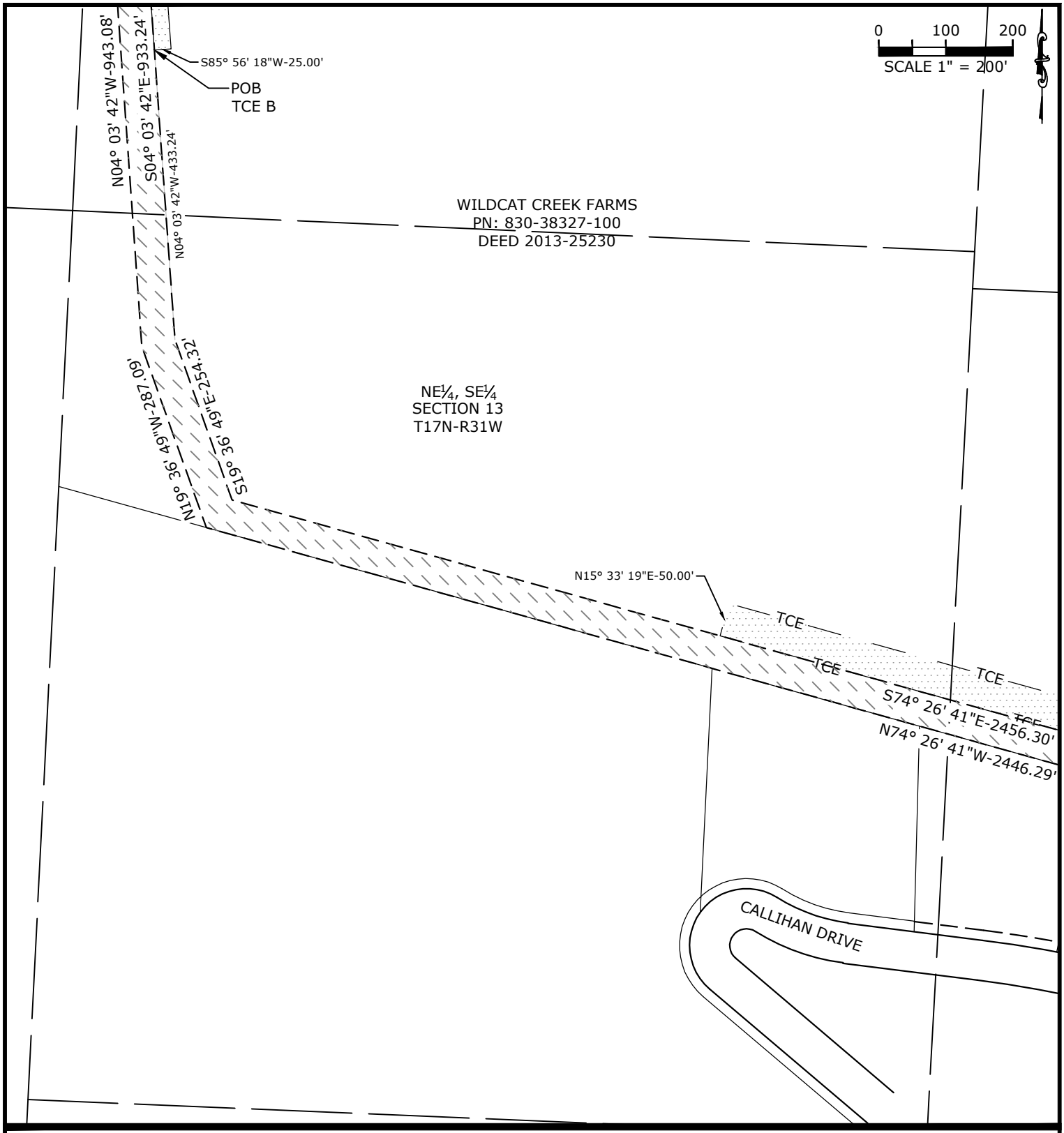
EX-1/4

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 35
WILDCAT CREEK FARMS LLC

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McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM



LEGEND

AS NOTED —— TAX PARCEL NUMBER	R/W R/W —— PROPOSED RIGHT-OF-WAY
2013-25230 —— DEED RECORD	—— PROPOSED PERMANENT EASEMENT
—— EXISTING PROPERTY LINE	TCE TCE —— PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 04/12/23	REVISION: 1
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

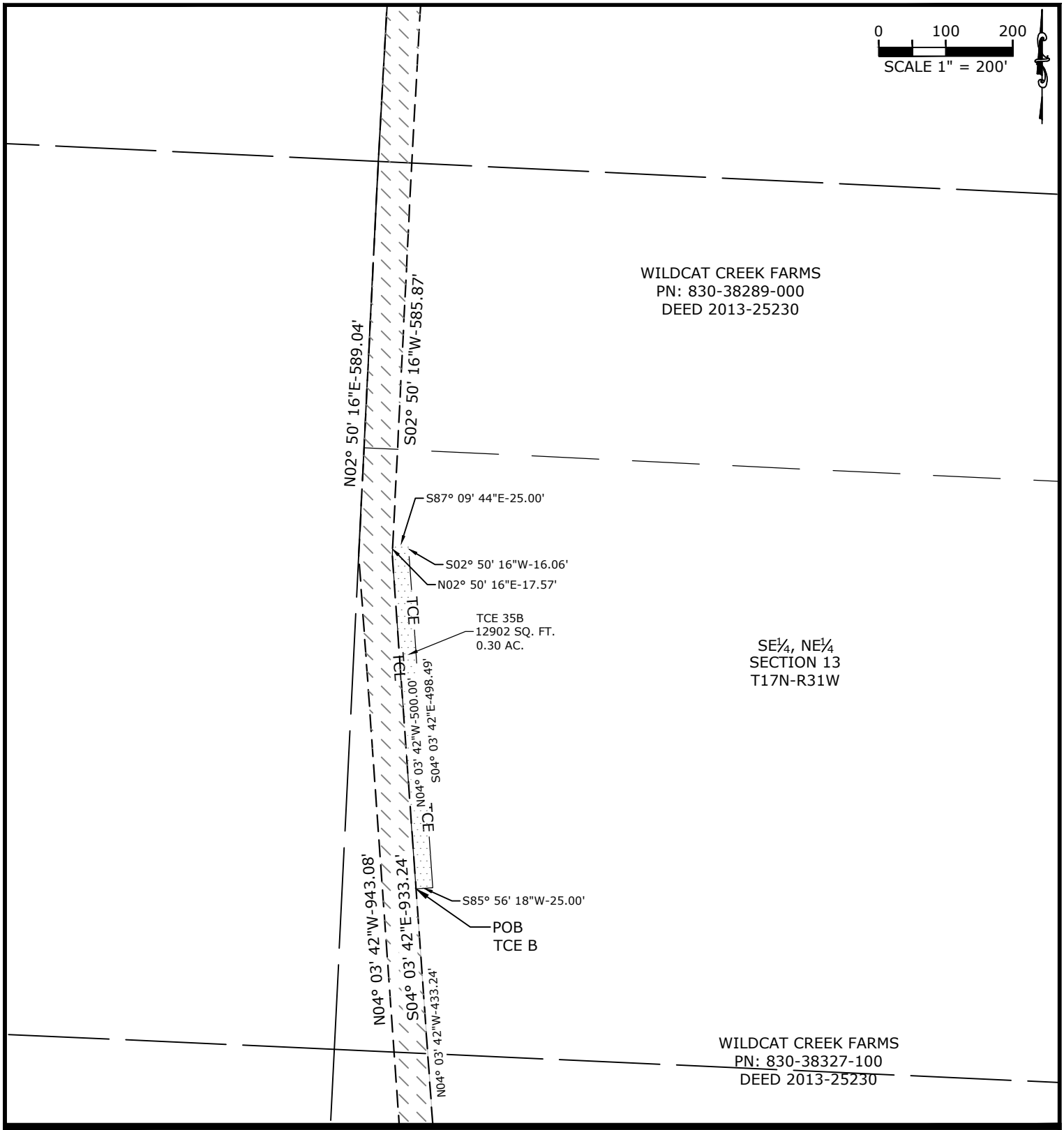
EX-2/4

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 35
WILDCAT CREEK FARMS LLC

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LEGEND

AS NOTED — TAX PARCEL NUMBER	R/W — PROPOSED RIGHT-OF-WAY
2013-25230 — DEED RECORD	PROPOSED PERMANENT EASEMENT
EXISTING PROPERTY LINE	TCE — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 04/12/23	REVISION: 1
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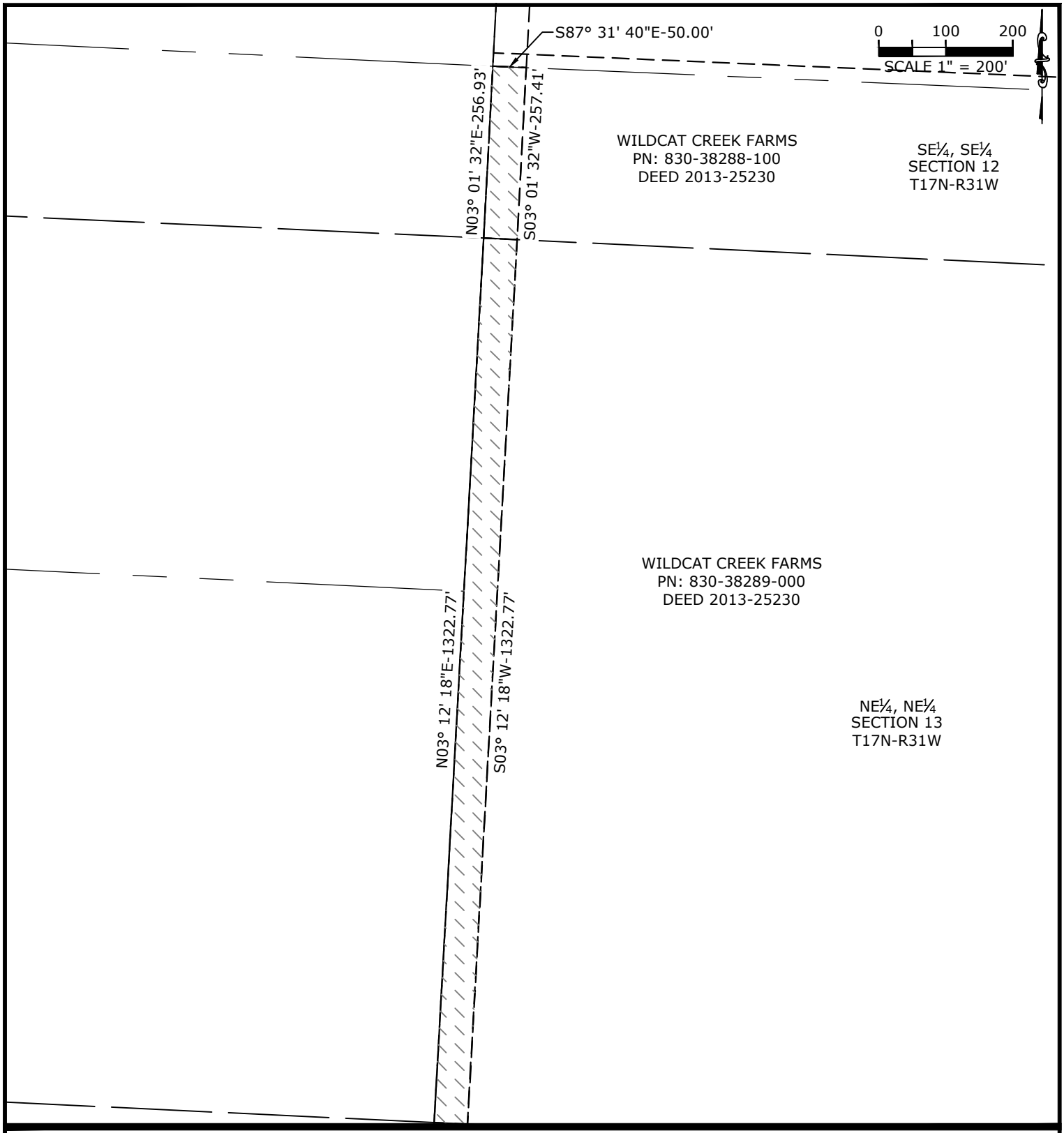
EX-3/4

EXHIBIT "A"
MAP

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LEGEND

AS NOTED ——— TAX PARCEL NUMBER	R/W R/W ——— PROPOSED RIGHT-OF-WAY
2013-25230 ——— DEED RECORD	——— PROPOSED PERMANENT EASEMENT
——— — — ——— EXISTING PROPERTY LINE	TCE TCE ——— PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 04/12/23	REVISION: 1
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-4/4

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 35
WILDCAT CREEK FARMS LLC

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	End of Piazza Road, north side of Steele Road, east of S. Barrington Road, and west of S. Maestri Road, in Tontitown, Arkansas
Client:	McClelland Consulting Engineers
Fee Owner:	Wildcat Creek Farms, LLC
Mailing Address:	P.O. Box 10620 Fayetteville, Arkansas 72703

Area Of The Whole:	426.17± ACS	Permanent Utility Easement	7.13± ACS
Area Of Remainder:	426.17± ACS	Temporary Construction Easement	2.24± ACS
Area Of Acquisition:	0± ACS		

HIGHEST AND BEST USE:

Whole Property	Residential development.
Remainder Property	Residential development.

ACQUISITION COMPENSATION:

Before			
Land: 426.17± ACS	$	6,392,550	
Improvements: Not Appraised	$	0	
Total:		$	6,392,550
After			
Land: 426.17± ACS	$	6,314,500	
Improvements: Not Appraised	$	0	
Total		$	6,314,500
Subtotal		$	78,050
Plus: Temporary Construction Easement			3,350
Total Compensation as of: June 19, 2023		$	81,400

ALLOCATION OF COMPENSATION

Land: N/A	$	0
Permanent Easement: 7.13± ACS	$	78,050
Temporary Construction Easement: 2.24± ACS @ Rental Value	$	3,350
Improvements: N/A	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**81,400**

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL CG3642
KATIE HAMPTON

Date of Report: June 19, 2023

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Wildcat Creek Farms LLC
PO Box 10620
Fayetteville, AR 72703

RE: West Transmission Main Line
Parcel No. 830-38210-000 and more
Tract 35
Offer to purchase easement

Dear Ms. Martin:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$81,400.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Solomon Properties, LLC

Tract No. 36

West Transmission Main
Parcel No. 830-39166-000
Tract No. 36

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Solomon Properties LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Warranty Deed: 2020-018218)

Tract 1 of the 4-K Minor Subdivision as shown in Plat Book 24 at Page 216 in the office of the Circuit Clerk and Ex-Officio Recorder and being more particularly described as follows: A part of the Southeast Quarter (SE¼) of the Southeast Quarter(SE¼) of Section 12, Township 17 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a ½" rebar at the Northwest corner of said SE¼ of the SE¼; thence S87°27'54"E 1102.21 feet along the north line of said SE¼ of the SE¼ to a ½" rebar; thence S03°06'31"W 500.00 feet to a ½" rebar; thence S87°27'54"E 250.00 feet to the East line of said SE¼ of the SE¼; thence S03°06'31"W 343.26 feet along said East line to a mag nail; thence N87°30'14"W 239.84 feet to a 1/2" rebar; thence S03°09'00"W 201.53 feet to a 1/2" rebar; thence S71°22'42"E 31.14 feet to a ½" rebar; thence S87°33'14"E 209.87 feet to a mag nail on said East line; thence S00°55'42"E 16.13 feet to a ½" rebar; thence N87°31'20"W 1350.88 feet to a 1/2" rebar on the west line of said SE¼ of the SE¼; thence N02°58'34"E 1070.68 feet to the point of beginning, containing 29.16 acres, more or less. Subject to easements, right of ways and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of Tract 1 of the 4-K Minor Subdivision as shown in Plat Book 24, Page 216, Tontitown, Washington County, Arkansas, described as: Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 12, Township 17 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of the SE1/4 of the SE 1/4 of said Section 12; thence along the North line of said SE 1/4 of the SE 1/4 North 87º28'03" West, 1302.22 feet to the POINT OF BEGINNIG (P.O.B.); thence South 02°58'42" West, 1070.47 feet to the Grantor's South property line; thence along the Grantor's South property line North 87°32'15" West, 50.00 feet to the West line of said SE 1/4 of the SE 1/4; thence along the West line of said SE 1/4 of the SE 1/4 North 02°58'42" East, 1070.53 feet to the North line of said SE 1/4 of the SE 1/4; thence along the North line of said SE 1/4 of the SE 1/4 South 87°28'03" East, 50.00 feet to the POINT OF BEGINNING (P.O.B.), containing 53,524 sq. ft., or 1.23 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Solomon Properties LLC,
an Arkansas limited liability company

BY: _____
Tamara Martin, Manager

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 **Tamara Martin**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she is the Manager of **Solomon Properties LLC, an Arkansas limited liability company**, and is duly authorized in his/her capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

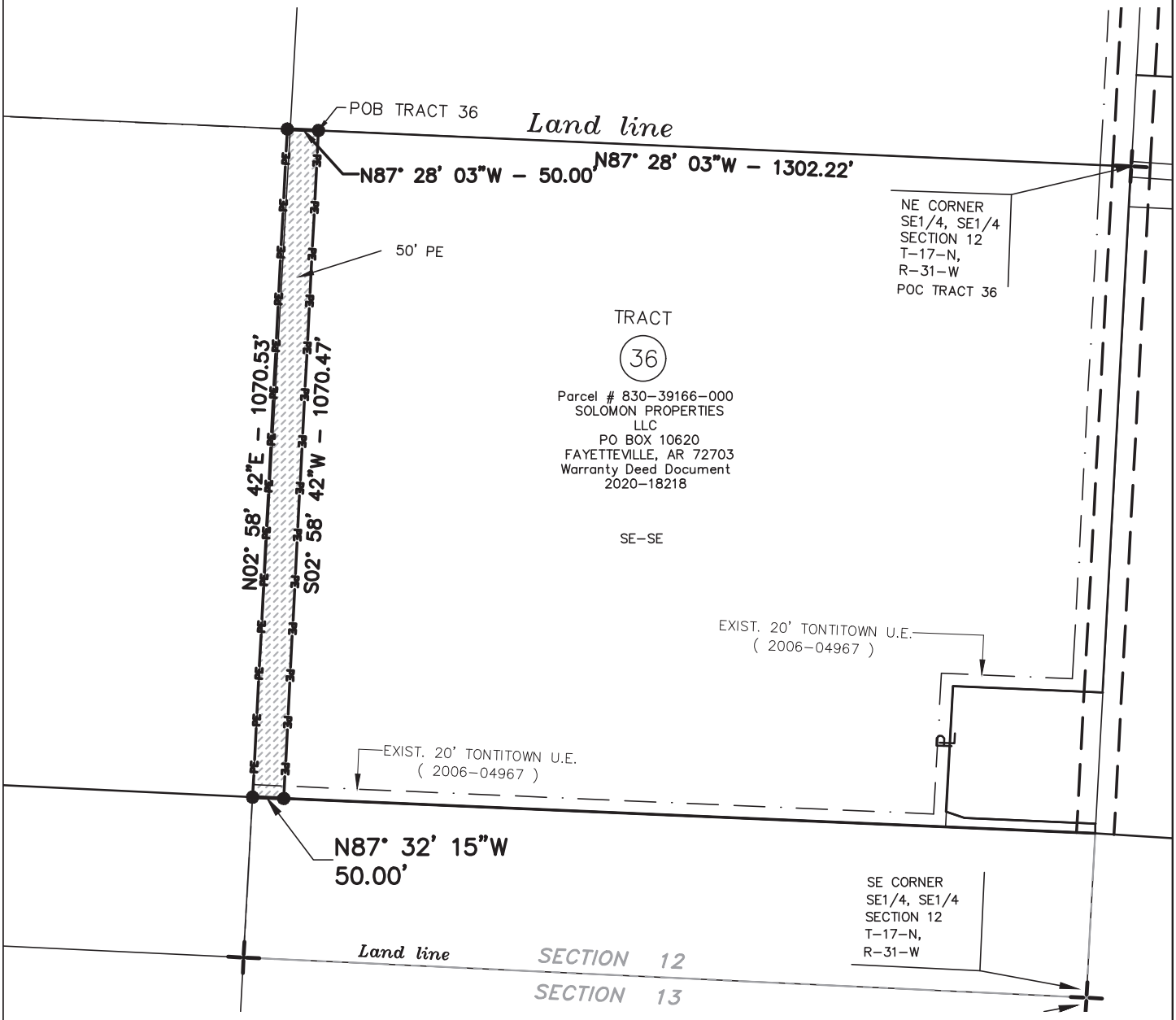
_____
Notary Public

Basis of Bearings:
Arkansas State Plane
Coordinate System
(North Zone)

UTILITY EASEMENT MAP
TRACT MAP NO. 36
EXHIBIT "A"

PE – 53,545 SQ. FT. (1.23 AC.)
TCE – 0 SQ. FT. (0 AC.)

SCALE: 1" = 250'



LEGEND

- Permanent Easement
- Property Line
- Street Right–of–Way
- TCE — Temporary Construction Easement
- Temporary Construction Easement
- Corner of Permanent Easement
- Existing Utility Easement Line
- PE — Permanent Easement

CITY OF FAYETTEVILLE

Property Owner : RALPH & NANCY PENDERGRAFT	
Drawn by : McClelland Consulting Engineers	
Date: NOV. 2022	Scale : 1" = 250'
Project No. 112184	Tract No. 36

Project Name :
West Transmission
Main Route

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	1553 Piazza Road, Tontitown, Arkansas 72762
Client:	McClelland Consulting Engineers
Fee Owner:	Solomon Properties, LLC
Mailing Address:	P.O. Box 10620, Fayetteville, AR 72703

Area Of The Whole:	29.16± ACS, or 1,270,210± SF	Permanent Easement	53,524± SF
Area Of Remainder:	29.16± ACS, or 1,270,210± SF	Temporary Construction Easement	0± SF
Area Of Acquisition:	0± SF		

HIGHEST AND BEST USE:

Whole Property	In my opinion, the highest and best use of the subject as improved is to raze the existing agricultural improvements for residential development, within shape limitations, and in conformity to Zoning Regulations.
Remainder Property	In my opinion, the highest and best use of the subject as improved is to raze the existing agricultural improvements for residential development, within shape limitations, and in conformity to Zoning Regulations.

ACQUISITION COMPENSATION:

Before			
Land: 29.16± ACS	$	889,150	
Improvements: None	$	0	
Total:		$	889,150
After			
Land: 29.16± ACS	$	865,700	
Improvements: None	$	0	
Total		$	865,700
Total Compensation as of: November 22, 2022		$	23,450

ALLOCATION OF COMPENSATION

Land: N/A	$	0
Permanent Easement: 53,524± SF	$	23,450
Temporary Construction Easement: N/A	$	0
Improvements: N/A	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**23,450**

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL CG3642
KATIE HAMPTON

Date of Report: December 13, 2022

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Solomon Properties, LLC
PO Box 1120
Tontitown, AR 72770

RE: West Transmission Main Line
Parcel No. 830-39166-000
Tract 36
Offer to purchase easement

Dear Ms. Martin:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$23,450.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

C. L. George & Sons

Tract No. 37E

West Transmission Main
Parcel No. 830-38285-000
Tract No. 37E

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **C. L. George & Sons, an Arkansas General Partnership**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Survey Dr3-281)

The Northwest Quarter (NW¼) of the Southeast Quarter (SW¼) and part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 12, Township 17 North, Range 31 West, Washington County, being more particularly described as follows: Beginning at the Northwest corner of said NW1/4 of the SE1/4; thence North 88°49’33” East 1316.12 feet; thence South 0°40’42” East 2381.46 feet; thence South 88°41’05” West 1352.44 feet; thence North 0°11’36” East 2385.38 feet to the POINT OF BEGINNING, containing 72.99 acres, more or less, with approximately 40.64 acres in said NW1/4 of the SE1/4 and approximately 32.35 acres in the SW1/4 of the SE1/4, and subject to the right of way of a county road along the West boundary and the right of way of an Ozarks Electric Power line along the North boundary thereof. Also subject to a water line easement 10 feet in width, 5 feet on each side of the following described centerline: Beginning North 0°40’42” West 618.03 feet from the Southwest corner of the above described tract; thence South 74°32’57” West 289.48 feet; thence South 84°05’52” West 181.80 feet; thence North 83°10’05” West 303.31 feet; thence North 83°24’35” West 160.68 feet; thence North 88°54’22” West 253.15 feet; thence South 87°41’58” West 169.15 feet to the POINT OF ENDING.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 12, Township 17 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the NE corner of the NW 1/4 of the SE 1/4 of said Section 12 also being the NE corner of the Grantors property; thence along the Grantor’s East property line, South 03° 04' 40" West a distance of 663.97 feet; thence continuing along the Grantor’s East property line, South 03° 04' 40" West a distance of 663.97 feet; thence leaving the Grantor’s East property line North 87° 45' 08" West a distance of 30.00 feet; thence North 03° 04' 40" East a distance of 662.92 feet; thence North 03° 04' 40" East a distance of 664.89 feet to the Grantor’s North line also being the North line of the NW 1/4 of the SE 1/4; thence along said North line South 87° 43' 45" East a distance of 30.00 feet to the POINT OF BEGINNING (P.O.B.), containing 39,826 sq. ft., or 0.91 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

C. L. George & Sons,
an Arkansas General Partnership

BY: _____ BY: _____
Gary C. George, General Partner Cathy George Evans, General Partner

---

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 **Gary C. George and Cathy George Evans**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are General Partners of **C. L. George & Sons, an Arkansas General Partnership**, and are duly authorized in their capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

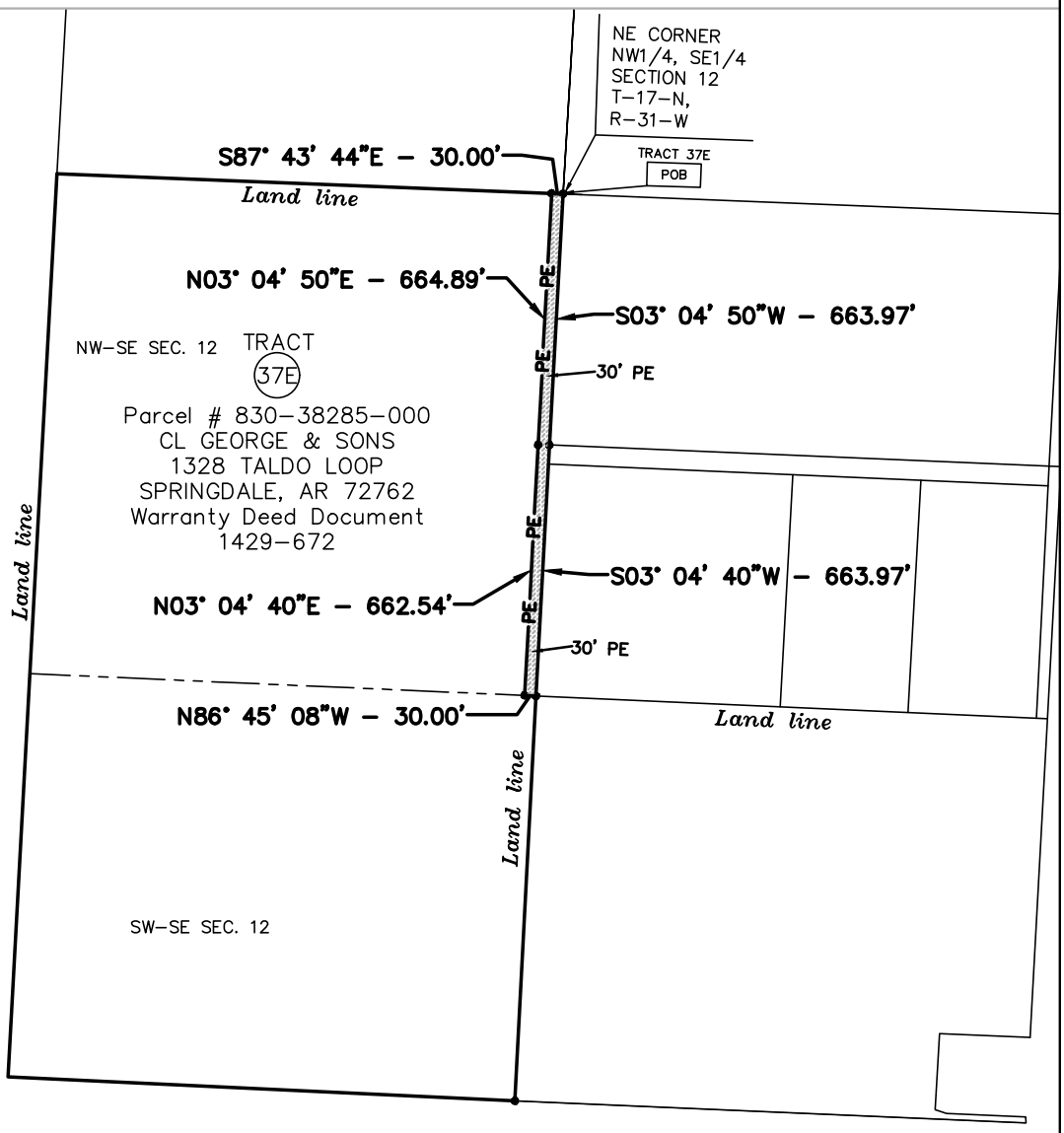
MY COMMISSION EXPIRES:

_____
Notary Public

Basis of Bearings:
Arkansas State Plane
Coordinate System
(North Zone)
SCALE: 1" = 500'

UTILITY EASEMENT MAP
TRACT MAP NO. 37E
EXHIBIT "A"

PE – 39,830 SQ. FT. (0.91 AC.)
TCE – 0 SQ. FT. (0 AC.)



LEGEND

- Permanent Easement
- Property Line
- Street Right-of-Way
- TCE — Temporary Construction Easement
- Temporary Construction Easement
- Corner of Permanent Easement
- Existing Utility Easement Line
- PE — Permanent Easement

CITY OF FAYETTEVILLE

Property Owner : CL GEORGE & SONS		Project Name : West Transmission Main Route
Drawn by : McClelland Consulting Engineers		
Date: Mar. 2022	Scale : 1" = 500'	
Project No. 112184	Tract No. 37B	

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	East side of Taldo Loop, east of Barrington Road; 1328 Taldo Loop, Tontitown, AR
Client:	McClelland Consulting Engineers
Fee Owner:	C.L. George & Sons, an Arkansas General Partnership
Mailing Address:	P.O. Box G, Springdale, AR 72765
Tract No.	37E

Area Of The Whole:	72.99± ACS	Permanent Utility Easement:	0.91± AC
Area Of Remainder:	72.99± ACS		
Area Of Acquisition:	Not Applicable	Temporary Construction Easement:	Not Applicable

Date of Report: November 18, 2022

HIGHEST AND BEST USE:

Whole Property- Hold for residential development/ use. Interim agricultural use.

Remainder Property- Hold for residential development/ use. Interim agricultural use.

ACQUISITION COMPENSATION:

Before			
Land: 72.99± ACS	$	2,225,650	
Improvements: Not Applicable	$	0	
Total:		$	2,225,650
After			
Land: 72.99± ACS	$	2,215,150	
Improvements: Not Applicable	$	0	
Total		$	2,215,150
Total Compensation as of: November 9, 2022		$	10,500

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Utility Easement: 0.91± AC	$	10,500
Temporary Construction Easement: Not Applicable	$	0
Improvements: None	$	0
Damages: None	$	0
Cost to Cure Items: None	$	0
Total Compensation:	**$**	**10,500**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

C. L. George & Sons, an Arkansas General Partnership
c/o Gary George & Cathy George Evans
PO Box G
Springdale AR 72765

RE: West Transmission Main Line
Parcel No. 830-38285-000
Tract 37E
Offer to purchase easement

Dear Mr. George and Ms. Evans:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$35,000.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

One Twelve, LLC and Potts Family, LLC

Tract No. 54

West Transmission Main
Parcel No. 830-38032-000
Tract No. 54

CORRECTION WATER/SEWER EASEMENT

(This Easement filed to correction the second easement legal description of easement document Filed 12/21/2022 as Document 2022-00049645)

BE IT KNOWN BY THESE PRESENTS:

THAT, **One Twelve, LLC, a Limited Liability Company and Potts Family, LLC, a Limited Liability Company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, grantee on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-17207)

A part of the South Half (S½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼ of Section 36, Township 18 North, Range 31 West Washington County, Arkansas, and being more particularly described as follows, to-wit: Beginning at the Northeast corner of the S½, NE¼, SE¼ of said Section 36; thence S00°59'35"E 661.21 feet along an existing fence line; thence N89°49'10"W 817.14 feet along an existing fence line; thence N05°27'28"W 176.39 feet; thence N84°32'32"E 200 feet; thence N05°27'28"W 200 feet; thence S84°32'32"W 72.60 feet; thence N58°31'E 51.00 feet; thence N71°04'E 81.98 feet; thence N75°33'E 372.55 feet; thence N21°01'W 30.20 feet along the Westerly right of way line of Arkansas Highway No. 112; thence S75°33'W 370.27 feet; thence S71°04'W 76.46 feet; thence S58°32'W 114.64 feet; thence S84°32'32"W 59.02 feet; thence N05°27'28"W 141.11 feet; thence N24°48'16"E 153.70 feet along an iron corral type fence; thence N89°51'50"E 790.61 feet along an existing fence line to the point of beginning, subject to the right of way of Arkansas Highway No. 112; with Highway right of way containing approximately 0.90 acres. Less and except Tract A as described in document #2005-18745: A part of the South Half (S-½) of the Northeast Quarter (NE-¼) of the Southeast Quarter (SE-¼) of Section 36, T-18-N, R-31-W, Washington County, Arkansas, and being more particularly described as follows, to-wit: Beginning at the NE corner of the S-½ of the NE-¼ of the SE-¼ of said Section 36; thence S00°06'00"W 639.42 feet; thence N17°10'24"W 225.93 feet; thence N17°49'20"W 193.59 feet; thence N19°58'11"W 258.39 feet; thence S89°02'36"E 215.35 feet to the POINT OF BEGINNING, containing 1.52 acres, more or less, and subject to a permanent road easement as described in Land Document No. 2004-45990, land records of Washington County, Arkansas, and subject to any additional easements and/or rights of way of record, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the NE1/4 of the SE1/4 of said Section 36; thence along the South line of said NE1/4 of the SE1/4 North 87°02'25" West, 614.14 feet to the POINT OF BEGINNING (P.O.B.) of Permanent Easement #1 (P.O.B. P.E. #1); thence continuing along the South line of said NE1/4 of the SE1/4 and the Grantor's South property line North 87°02'25" West, 50.05 feet; thence leaving the South line of said NE1/4 of the SE1/4 and the Grantor's South property line North 11° 37' 24" East 199.45 feet; thence North 02° 40' 43" West 200.00 feet; thence North 01° 10' 53" East 29.33 feet to the Grantor's North property line; thence along the Grantor's North property line North 73° 50' 45" East 52.38 feet; thence leaving the Grantor's North property line South 01° 10' 53" West 43.25 feet; thence South 02° 40' 43" East 202.49 feet; thence South 11° 37' 24" West 200.22 feet to the POINT OF BEGINNING (P.O.B. P.E. #1) containing 21,765 square feet, or 0.50 acres.

ALSO,

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the NE1/4 of the SE1/4 of said Section 36; thence along the South line of said NE1/4 of the SE1/4 North 87°02'25" West, 664.19 feet; thence leaving said South line North 11° 37' 24" East 199.45 feet; thence North 02° 40' 43" West 200.00 feet; thence North 01° 10' 53" East 60.76 feet to the Grantor's South property line, and to the POINT OF BEGINNING (P.O.B.) of Permanent Easement #2 (P.O.B. P.E. #2); thence leaving said South property line North 01° 10' 53" East 19.83 feet; thence North 13° 58' 19" East 184.80 feet to the Grantor's North property line; thence along said North property line, South 87° 30' 07" East 50.86 feet; thence leaving said North property line, South 13° 58' 19" West 188.61 feet to the Grantor's South property line; thence along said South property line for the following two courses: South 78° 19' 45" West 7.98 feet; South 73° 50' 45" West 44.23 feet to the POINT OF BEGINNING (P.O.B. P.E. #2), containing 9,787 square feet, or 0.22 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

One Twelve, LLC

By: _____
James E. Potts, Member

Potts Family, LLC

By: _____
James Darrell Potts, Managing Member

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 **James E. Potts**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he was the **Member**, of **One Twelve, LLC, a Limited Liability Company** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

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 **James Darrell Potts**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that he was the **Managing Member** of **Potts Family, LLC, a Limited Liability Company** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

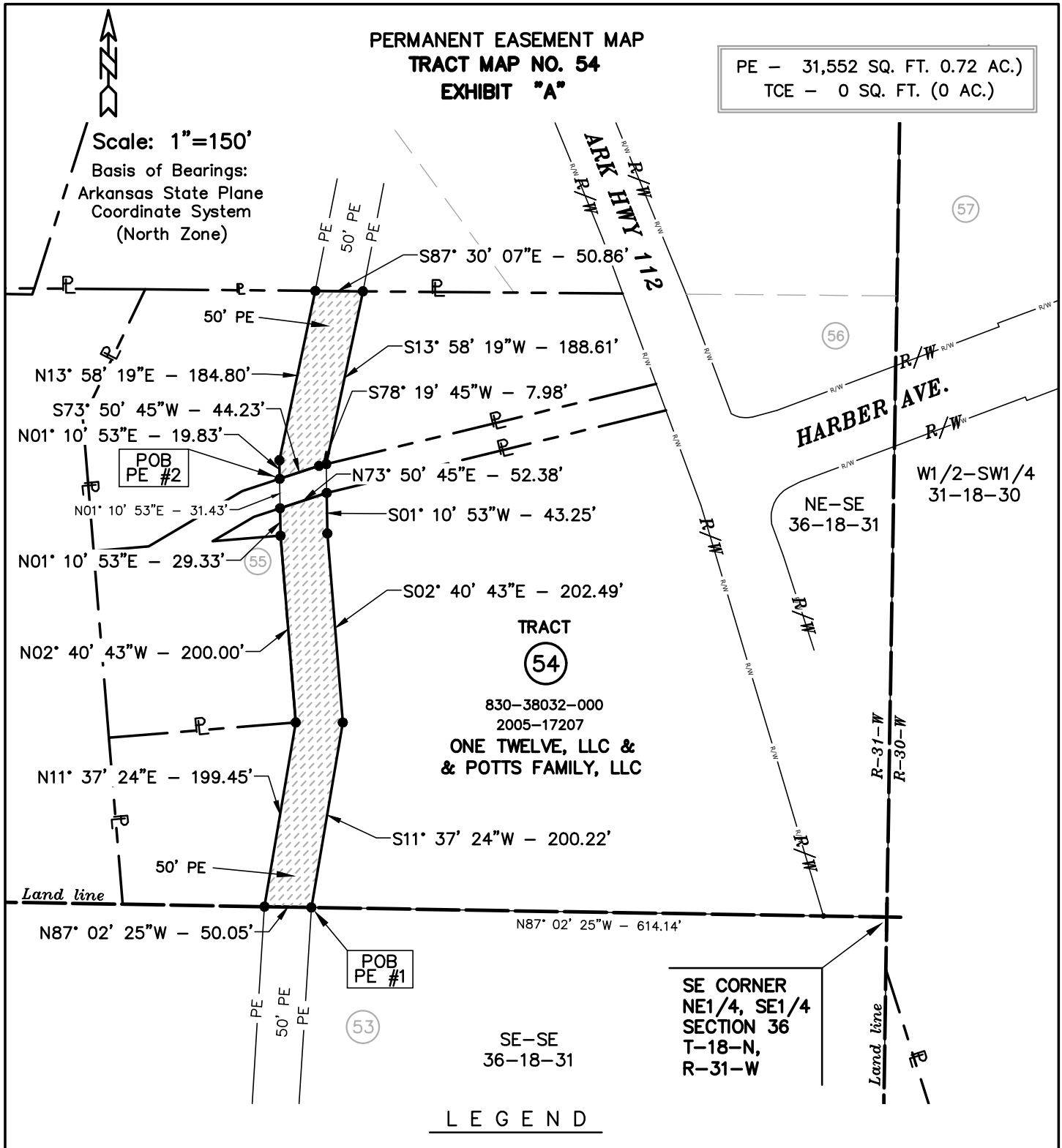
WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

PERMANENT EASEMENT MAP
TRACT MAP NO. 54
EXHIBIT "A"

PE – 31,552 SQ. FT. 0.72 AC.)
TCE – 0 SQ. FT. (0 AC.)



LEGEND

- Permanent Easement
- Temporary Construction Easement
- Property Line
- Corner of Permanent Easement
- R/W — Street Right–of–Way
- Existing Utility Easement Line
- 830–38032–000 — Tax Parcel Number
- PE — Permanent Easement
- 2005–17207 — Deed Record
- TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE	Project Name : West Transmission Main Route		Property Owner : ONE TWELVE, LLC & POTTS FAMILY, LLC
	Drawn by : McClelland Consulting Engineers		
	Date: March 2023	Scale : 1" = 150'	
	Project No. 112184	Tract No. 54	

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	9.80± acres located west of the intersection of Har-Ber Avenue and North Maestri Road, Tontitown, AR; Washington County
Client:	McClelland Consulting Engineers
Fee Owner:	One Twelve, LLC & Potts Family, LLC
Mailing Address:	4915 S Thompson, Springdale, AR 72764

Area Of The Whole:	9.80± ACS	Permanent Utility Easement	0.72± AC
Area Of Remainder:	9.80± ACS	Temporary Construction Easement	NA
Area Of Acquisition:	NA		

HIGHEST AND BEST USE:

Whole Property	Future Commercial Development
Remainder Property	Future Commercial Development

ACQUISITION COMPENSATION:

Before			
Land: 9.80± ACS	$	931,000	
Improvements: Not Appraised	$	0	
Total:		$	931,000
After			
Land: 9.80± ACS	$	862,600	
Improvements: Not Appraised	$		
Total		$	862,600
Total Compensation as of: April 25, 2022		$	68,400

ALLOCATION OF COMPENSATION

Land: N/A	$	0
Permanent Easement: 0.72± AC	$	68,400
Temporary Construction Easement: N/A	$	0
Improvements: N/A	$	0
Damages: Land	$	0
Cost to Cure Items: N/A	$	0
Total Compensation:	**$**	**68,400**

Sincerely,

Blake Hopper, RA4720
REED & ASSOCIATES, INC.



Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



Date of Report: May 5, 2022

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

One Twelve LLC
Potts Family LLC
4915 S Thompson
Springdale, AR 72764

RE: West Transmission Main Line
Parcel No. 830-38032-000
Tract 54
Offer to purchase easement

Dear Mr. Potts:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$200.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj Enc

Elmdale Lake LLC

Tract No. 59

West Transmission Main
Parcel No. 815-33682-900
Tract No. 59

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT, **Elmdale Lake LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, grantee on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Warranty Deed: 2021-28133)

The West Half (W½) of the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Thirty-One (31), Township Eighteen (18) North, Range Thirty (30) West, LESS AND EXCEPT the following two tracts of land sold to the Arkansas Game and Fish Commission, which are described as follows: Beginning at the Northeast corner of the Northwest Quarter (NW¼) of Section Thirty-One (31), Township Eighteen (18) North, Range Thirty (30) West, and running thence South 915 feet; thence South 64 degrees West 102 feet; thence North 201 feet; thence North 41 degrees West 1,002 feet; thence East to the place of beginning, containing 6.83 acres, more or less. AND Commencing at the Northeast corner of the Northwest Quarter (NW¼) of Section Thirty-One (31), Township Eighteen (18) North, Range Thirty (18) West, thence North 88 degrees 45 minutes 55 seconds West for a distance of 790.01 feet along the North line of said Section Thirty-One (31) to the Northwest corner of the Arkansas Game & Fish Commission's property lying in the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Thirty-One (31), said point being the point of beginning; thence South 23 degrees 51 minutes 13 seconds East for a distance of 333.11 feet to a point; thence South 48 degrees 53 minutes 05 seconds East for a distance of 715.90 feet to a corner of the said Arkansas Game & Fish Commission property in said Section Thirty-One (31); thence North 41 degrees 00 minutes 00 seconds West for a distance of 1027.44 feet along the West line of the said Arkansas Game & Fish Commission's property to the point of beginning, containing 1.16 acres, more or less.
Subject to easements, right of way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of the West-Half (W1/2) of the Northwest Quarter (NW1/4) of Section 31, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the NW Corner of the W1/2 of the NW1/4 of said Section 31; thence along the North line of said W1/2 of the NW1/4 and along the Grantor's North property line South 86°59'34" East, a distance of 20.00 feet; thence leaving the North line of said W1/2 of the NW1/4 and the Grantor's North property line South 03°07'48" West, 2,596.68 feet to the Northerly right-of-way line of Gibbs Street and the Grantor's South property line; thence along said Northerly right-of-way line South 89°06'26" West, 2.74 feet; thence continuing along said right-of-way line South 77°51'27" West, 17.90 feet; thence leaving said North right-of-way line and along the Grantor's West property line North 03°07'48" East, 1,297.54 feet to the SE Corner of the NE1/4 of the NE1/4 of Section 36, Township 18 North, Range 31 West; thence continuing along the Grantor's West property line North 03°07'48" East, 1,304.01 feet to the POINT OF BEGINNING (P.O.B.), containing 51,977 square feet, 1.19 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A 30' by 50' temporary construction easement (TCE) across the said parcel as shown on the attached Exhibit "A" Map.

A sketch of this grant is attached as 'Exhibit "A"' and is to be considered as part of this Easement Document. It is understood that this sketch is descriptive only of the size, shape, and location of the utility easement and does not constitute a plat or survey of the Grantor(s) property.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Elmdale Lake LLC,
an Arkansas limited liability company

George's Inc., an Arkansas corporation
Managing Member

By: _____
Carl E. George, Co-C.E.O.

ACKNOWLEDGMENT

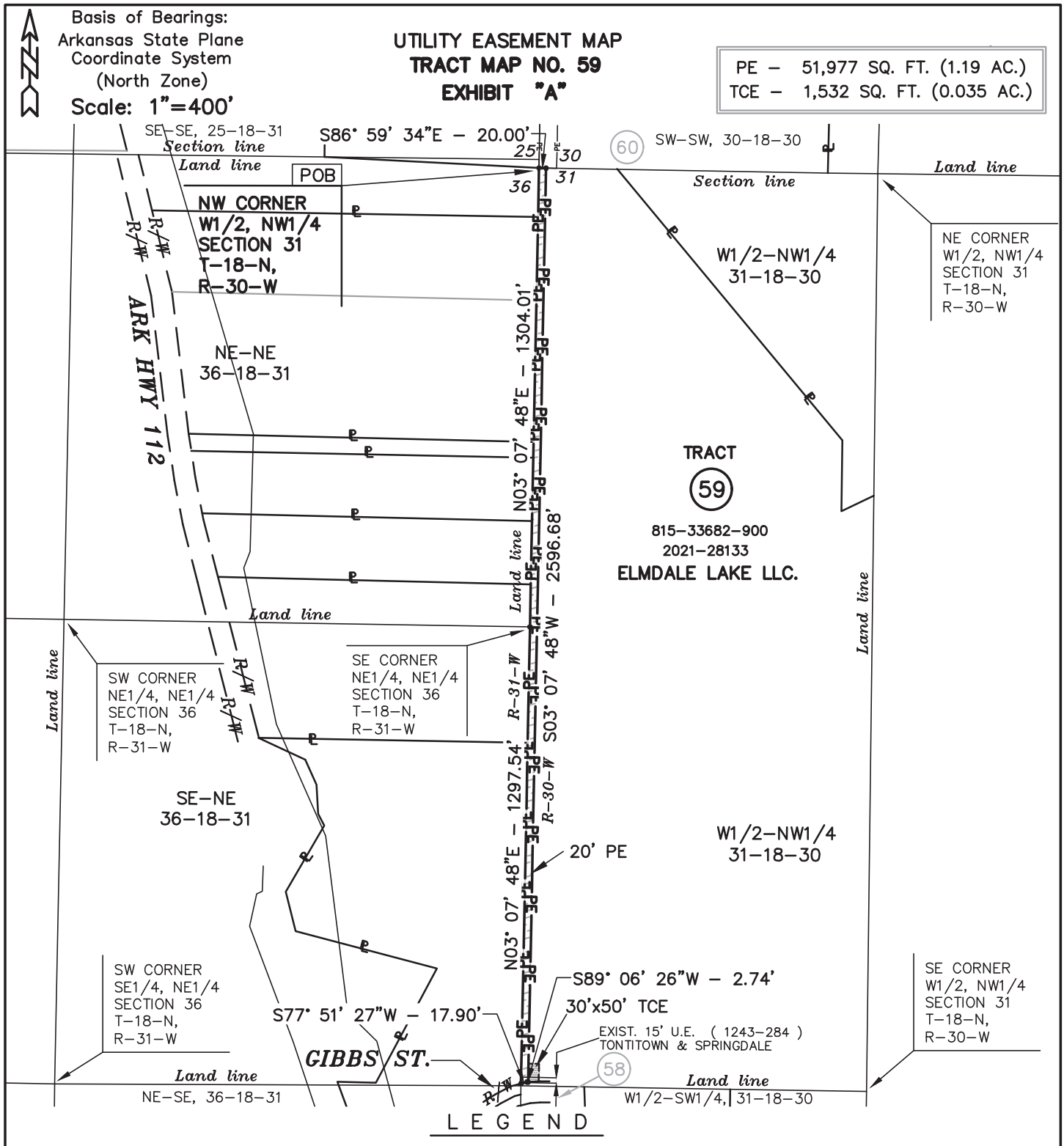
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 **Carl E. George**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he was the **Co-CEO of George's Inc., Managing Member** of **Elmdale Lake LLC, an Arkansas limited liability company** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



CITY OF FAYETTEVILLE	Property Owner : ELMDALE LAKE LLC.		Project Name : West Transmission Main Route
	Drawn by : McClelland Consulting Engineers		
	Date: NOV. 2022	Scale : 1" = 400'	
	Project No. 112184	Tract No. 59	

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	8632 & 8674 W. Gibbs Road, Springdale, AR
Client:	McClelland Consulting Engineers
Fee Owner:	Elmdale Lake, LLC
Mailing Address:	402 W. Robinson Avenue, Springdale, AR 72764

Area Of The Whole:	90.49± ACS		
Area Of Remainder:	90.49± ACS	Permanent Easement	1.19± ACS
Area Of Acquisition:	N/A	Temporary Construction Easement:	0.035± AC

HIGHEST AND BEST USE:

Whole Property	Residential Development/Subdivision
Remainder Property	Residential Development/Subdivision

ACQUISITION COMPENSATION:

Before			
Land: 90.49± ACS	$	3,947,250	
Improvements: Not Applicable	$		
Total:		$	3,947,250
After			
Land: 90.49± ACS	$	3,907,850	
Improvements: Not Applicable	$	0	
Total		$	3,907,850
FAIR MARKET VALUE OF ACQUISITION		$	39,400
Plus: TCE		$	150
Total Compensation as of: December 6, 2022		$	39,550

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 1.19± Acres (Rounded)	$	36,400
Temporary Construction Easement: 0.035± AC @ Rental Value	$	150
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Preliminary Plat Plans	$	3,000
Total Compensation:	**$**	**39,550**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Elmdale Lake, LLC
c/o Carl George
George's Inc.
402 W Robinson Ave
Springdale, AR 72764

RE: West Transmission Main Line
Parcel No. 815-33682-900 (Gibbs Road)
Tract 59
Offer to purchase easement

Dear Mr. George:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$77,660.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

I will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions and I can request easement staking or bring a team from our contracted engineering firm to help answer additional questions you may have. Please contact me at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

ENC

Phillip D. Hays

Tract No. 60

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Phillip D. Hays, a single person,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Quitclaim Deed: 2012-6776

A part of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Eighteen (18) North, Range Thirty (30) West, a Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Eighteen (18) North, Range Thirty (30) West, a part of the Northeast (NE1/4) Quarter of the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Eighteen North Range Thirty-One (31) West, and a part of the Southeast Quarter of the Section Twenty-five (25), Township Eighteen (18) North, Range Thirty-one (31) West, described as beginning at the Southwest corner of said Section Thirty (30), Township Eighteen (18) North, Range Thirty (30) West, thence North 87°14’34” West 610.63 feet along the fence to an existing iron pin; thence North 01°32’47” East 201.48 feet; thence North 25°05’55” East 174.24 feet; thence North 17°44’55” East 180.84 feet; thence North 26°46’55” East 124.08 feet; thence North 83°27’48” West 42.55 feet; thence North 08°22’51” East 287.61 feet; thence North 15°17’48” West 315.22 feet; thence South 89°36’33” East 104.12 feet; thence North 36°32’59” West 215.09 feet; thence North 18°20’17” West 273.25 feet; thence North 00°18’36” East 311.20 feet to the centerline of the County Road thence along said centerline North 83°07’29” East 140.85 feet; North 80°34’39” East 405.73 feet; South 67°52’14” East 411.51 feet; thence leaving said centerline South 9°58’16” West 707.50 feet; thence South 1°03’54” West 120.0 feet; thence South 80°37’06” East 662.71 feet; thence South 1°03’54”West 1022.47 feet to the fence line; thence along said fence line, North 89°13’05” West 820.16 feet, per Owner’s Agreement, to the point of beginning, containing 50.0 acres, more or less, Washington County, Arkansas.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), and part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 25, Township 18 North, Range 31 West, and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), and part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 30, Township 18 North, Range 30 West, and part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 18 North, Range 31 West, all in Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 18 North, Range 31 West; thence along the East line of said NE 1/4 of the NE 1/4, S 02°55’50” W 23.89 feet to the Grantor’s south line, and to the Point of Beginning (POB ESMT); thence leaving said east line, N 85°03'27" W 476.67 feet along the Grantor's south line; thence leaving said south line, N 00°00'00" E 264.66 feet; thence N 22°06'26" E 732.29 feet; thence N 20°26'25" W 357.50 feet; thence N 40°44'14" E 609.16 feet; thence N 46°44'07" E 191.89 feet; thence N 24°57'02" E 55.38 feet to the south Right-of-Way (ROW) of Lake Road; thence along said south ROW, S 65°02'58" E 50.00 feet; thence leaving said south ROW, S 24°57'02" W 65.00 feet; thence S 46°44'07" W 198.90 feet; thence S 40°44'14" W 576.98 feet; thence S 20°26'25" E 347.41 feet; thence S 22°06'26" W 741.99 feet; thence S 00°00'00" E 209.03 feet; thence S 85°03'27" E 449.23 feet; thence S 03°07'48" W 49.35 feet; thence N 86°59'34" W 20.00 feet; to the Point of Beginning (POB ESMT), containing 132,396 sq. ft., or 3.04 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____
Phillip D. Hays

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Phillip D. Hays, a single person**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Phillip D. Hays, a single person**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of West Transmission Main to-wit:

PROPERTY DESCRIPTION: Quitclaim Deed: 2012-6776

A part of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Eighteen (18) North, Range Thirty (30) West, a Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Eighteen (18) North, Range Thirty (30) West, a part of the Northeast (NE1/4) Quarter of the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Eighteen North Range Thirty-One (31) West, and a part of the Southeast Quarter of the Section Twenty-five (25), Township Eighteen (18) North, Range Thirty-one (31) West, described as beginning at the Southwest corner of said Section Thirty (30), Township Eighteen (18) North, Range Thirty (30) West, thence North 87°14’34” West 610.63 feet along the fence to an existing iron pin; thence North 01°32’47” East 201.48 feet; thence North 25°05’55” East 174.24 feet; thence North 17°44’55” East 180.84 feet; thence North 26°46’55” East 124.08 feet; thence North 83°27’48” West 42.55 feet; thence North 08°22’51” East 287.61 feet; thence North 15°17’48” West 315.22 feet; thence South 89°36’33” East 104.12 feet; thence North 36°32’59” West 215.09 feet; thence North 18°20’17” West 273.25 feet; thence North 00°18’36” East 311.20 feet to the centerline of the County Road thence along said centerline North 83°07’29” East 140.85 feet; North 80°34’39” East 405.73 feet; South 67°52’14” East 411.51 feet; thence leaving said centerline South 9°58’16” West 707.50 feet; thence South 1°03’54” West 120.0 feet; thence South 80°37’06” East 662.71 feet; thence South 1°03’54”West 1022.47 feet to the fence line; thence along said fence line, North 89°13’05” West 820.16 feet, per Owner’s Agreement, to the point of beginning, containing 50.0 acres, more or less, Washington County, Arkansas.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT A

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 25, Township 18 North, Range 31 West, and part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 30, Township 18 North, Range 30 West, all in Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 18 North, Range 31 West; thence along the East line of said NE 1/4 of the NE 1/4, S 02°55’50” W 23.89 feet to the Grantor’s south line; thence leaving said east line, S 86°59’34" E 20.00 feet along the Grantor's south line to the Point of Beginning (POB TCE A); thence leaving said south line, N 03°07'48" E 49.35 feet; thence N 85°03'27" W 75.41 feet; thence N 03°00'26" E 68.10 feet; thence S 86°59'34" E 150.00 feet; thence S 03°00'26" W 120.00 feet to the south line of the SW 1/4 of the SW 1/4 of said Section 30; thence along said south line, N 86°59'34" W 74.74 feet; to the Point of Beginning (POB TCE A), containing 14,188 sq. ft., or 0.33 acres.

TEMPORARY CONSTRUCTION EASEMENT B

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 25, Township 18 North, Range 31 West, and part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 18 North, Range 31 West, all in Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 18 North, Range 31 West; thence along the East line of said NE 1/4 of the NE 1/4, S 02°55’50” W 23.89 feet to the Grantor’s south line: thence leaving said east line, N 85°03'27" W 476.67 feet along the Grantor's south line to the Point of Beginning (POB TCE B); thence continuing along said south line, N 85°03'27" W 50.19 feet; thence leaving said south line, N 00°00'00" E 260.34 feet; thence N 90°00'00" E 50.00 feet; thence S 00°00'00" E 264.66 feet; to the Point of Beginning (POB TCE B), containing 13,125 sq. ft., or 0.3 acres.

TEMPORARY CONSTRUCTION EASEMENT C

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 25, Township 18 North, Range 31 West, in Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 18 North, Range 31 West; thence along the East line of said NE 1/4 of the NE 1/4, S 02°55’50” W 23.89 feet to the Grantor’s south line; thence leaving said east line, S 86°59’34" E 20.00 feet along the Grantor's south line; thence leaving said south line, N 03°07'48" E 49.35 feet; thence N 85°03'27" W 449.23 feet; thence N 00°00'00" W 209.03

feet; thence N 22°06'26" E 741.99 feet to the Point of Beginning (POB TCE C); thence N 20°26'25" W 347.41 feet; thence N 40°44'14" E 57.07 feet; thence S 20°26'25" E 374.92 feet; thence S 69°33'35" W 50.00 feet; to the Point of Beginning (POB TCE C), containing 18,058 sq. ft., or 0.41 acres.

TEMPORARY CONSTRUCTION EASEMENT D

Part of the Northwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 30, Township 18 North, Range 30 West in Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 36, Township 18 North, Range 31 West; thence along the East line of said NE 1/4 of the NE 1/4, S 02°55'50" W 23.89 feet to the Grantor's south line; thence leaving said east line, S 86°59'34" E 20.00 feet along the Grantor's south line; thence leaving said south line, N 03°07'48" E 49.35 feet; thence N 85°03'27" W 449.23 feet; thence N 00°00'00" W 209.03 feet; thence N 22°06'26" E 741.99; thence N 20°26'25" W 347.41 feet; thence N 40°44'14" E 576.98 feet; thence N 46°44'07" E 107.36 feet to the Point of Beginning (POB TCE D); thence N 46°44'07" E 91.54 feet; thence N 24°57'02" E 65.00 feet to the south Right-of-Way (ROW) of Lake Road; thence along said south ROW, S 65°02'58" E 107.62 feet; thence leaving said south ROW, S 12°11'36" W 153.80 feet; thence N 65°02'58" W 175.56 feet; to the Point of Beginning (POB), containing 20,134 sq. ft., or 0.46 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____
Phillip D. Hays

ACKNOWLEDGMENT

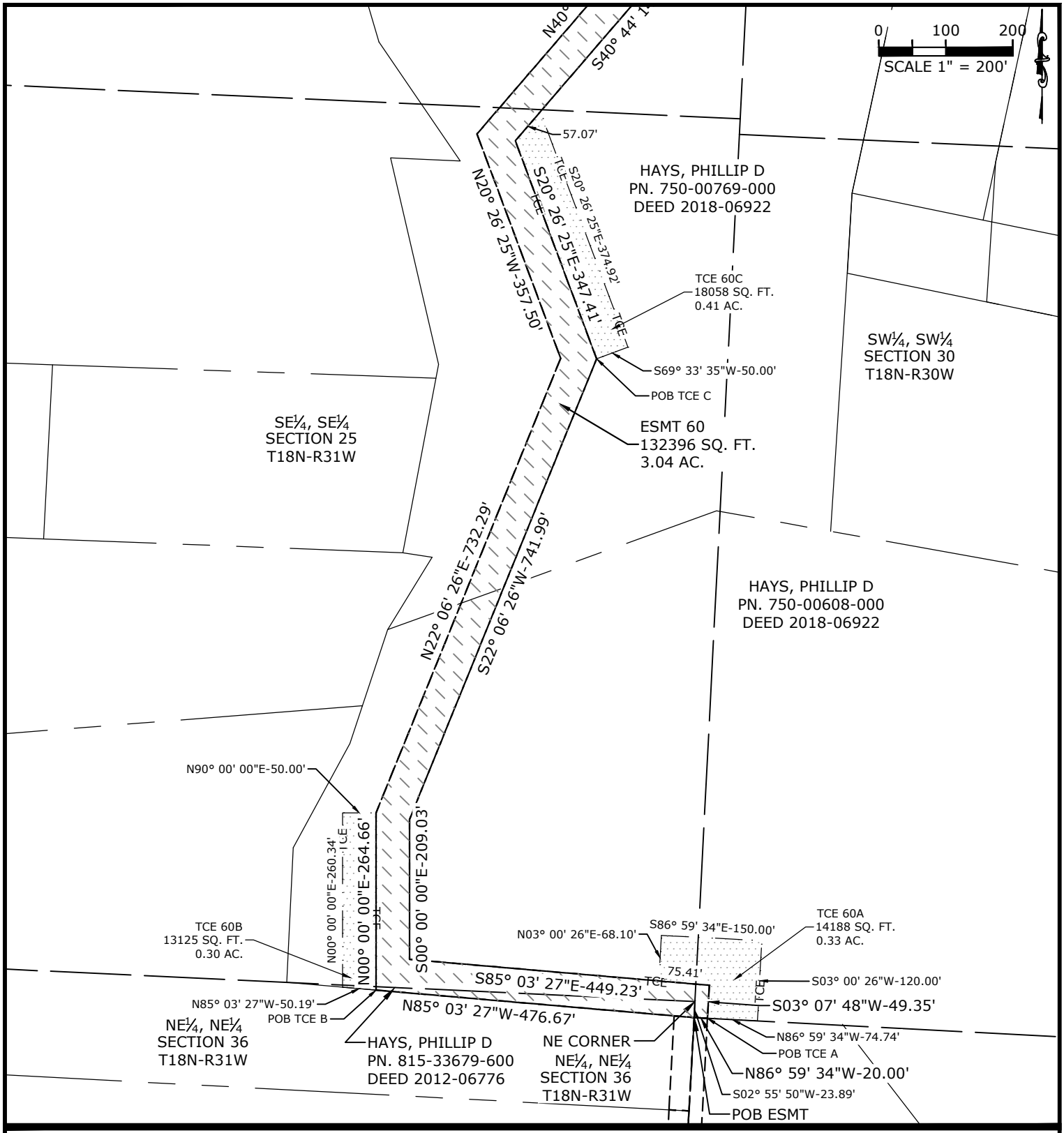
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Phillip D. Hays, a single person**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 750-00769-000 — TAX PARCEL NUMBER
- 2018-06922 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 05/24/2023	REVISION: 2
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

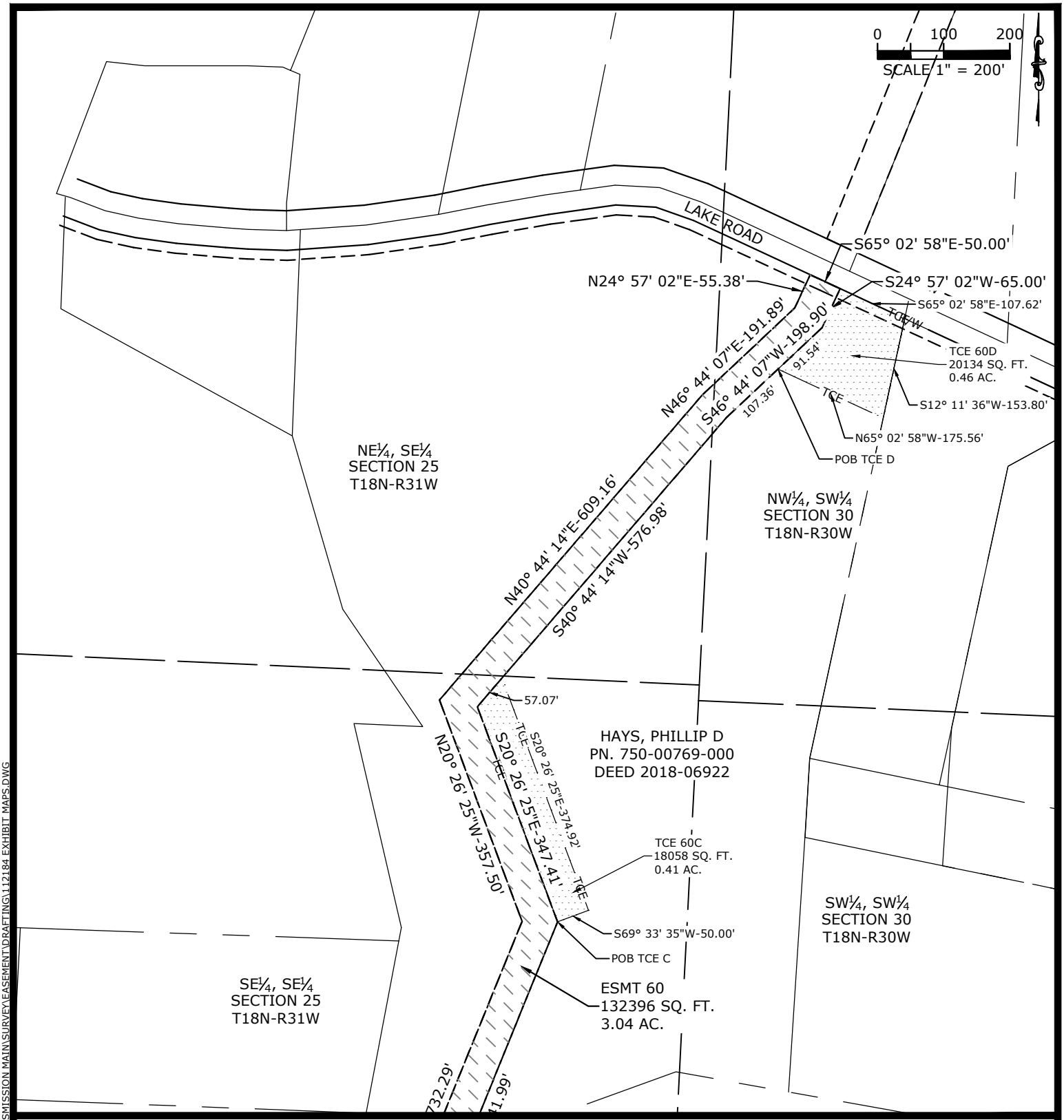
EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 60
HAYS, PHILLIP D

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM



LEGEND

- 750-00769-000 — TAX PARCEL NUMBER
- 2018-06922 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 05/24/2023	REVISION: 2
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-2

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 60
HAYS, PHILLIP D

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

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W:\2022\11-2184 - FAYETTEVILLE WEST TRANSMISSION MAIN\SURVEY\EASEMENT\DRAFTING\11-2184 EXHIBIT MAPS.DWG

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	547 E. Lake Road, Springdale, AR 72762 (Elm Springs City Limits)
Client:	McClelland Consulting Engineers
Fee Owner:	Phillip D. Hays
Mailing Address:	547 E. Lake Road, Springdale, AR 72762

Area Of The Whole:	49.25± ACS	Permanent Easement	3.04± ACS
Area Of Remainder:	49.25± ACS	Temporary Construction Easements	TCE A – 14,188± SF or 0.33± AC TCE B – 13,125± SF or 0.30± AC TCE C – 18,058± SF or 0.41± AC TCE D – 20,134± SF or 0.46± AC Total – 65,505± SF or 1.50± ACS

Area Of Acquisition: NA

HIGHEST AND BEST USE:

Whole Property	Mixed-Use Development
Remainder Property	Mixed-Use Development

ACQUISITION COMPENSATION:

Before			
Land: 49.25± ACS	$	2,216,250	
Improvements: Not Appraised	$		
Total:		$	2,216,250
After			
Land: 49.25± ACS	$	2,085,050	
Improvements: Not Appraised	$		
Total		$	2,085,050
Subtotal			131,200
Plus: TCE's		$	6,350
Total Compensation as of: September 18, 2023		$	137,550

ALLOCATION OF COMPENSATION

Land: N/A	$	0
Permanent Easement: 3.04± ACS	$	131,200
Temporary Construction Easements: 1.50± ACS @ Rental Value	$	6,350
Improvements: Not Applicable	$	
Damages: Not Applicable	$	
Cost to Cure Items: Not Applicable	$	
Total Compensation:	**$**	**137,550**

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL CG3642
KATIE HAMPTON

Date of Report: September 20, 2023

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Phillip D. Hays
547 E Lake Rd
Springdale, AR 72762

RE: West Transmission Main Line
Parcel No. 750-00769-000, 750-00608-000
815-33679-600 Tract 60
Offer to purchase easement

Dear Dr. Hays:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$137,550.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water. (Summary sheet included)

The water/sewer easement document we enclosed should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Cynthia Donohew, Danny George Hurlbut, Melissa Pruitt & Jeffrey Hurlbut

Tract No. 62

West Transmission Main
Parcel No. 750-00584-000
Tract No. 62

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT, **Cynthia Donohew, Danny George Hurlbut, Melissa Pruitt & Jeffrey Hurlbut**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, grantee on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed: 2018-18981

Tract F
A part of the Fractional West Half (Frl. W1/2) of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Eighteen (18) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Southwest corner of said Fractional West Half (Frl. W1/2) of the Northwest Quarter (NW1/4), said point being a set ½" iron rebar; thence N00°01'15"W 18.66 feet to a set ½" iron rebar in an existing East-West fence line for the true point of beginning; thence S89°21'37"E 428.29 along and in line with an existing fence line to a set ½" iron rebar in an existing fence line which runs in a Northeast-Southwest direction; thence N19°04'20"E 29.83 feet along said fence to an existing fence corner post; thence S89°13'24"E 56.88 feet along said fence to a set ½" iron rebar; thence N00°10'09"W 535.27 feet to a ½" iron rebar, thence N89°34'00"W 494.95 feet to a set ½" iron rebar; thence S00°10'15"E 556.98 feet to an existing stone/iron at the Southeast corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-five (25), Township Eighteen (18) North, Range Thirty-one (31) West of the 5th Principal Meridian; thence S00°10'15"E 4.65 feet to the point of beginning, containing 6.36 acres, more or less, Elm Springs, Washington County, Arkansas, the above described 6.36 acre tract being subject to any easement and/or rights of way whether or not of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW 1/4) of Section 30, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of the SW 1/4 of the NW 1/4 of said Section 30; thence along the South line of said SW 1/4 of the NW ¼ South 86°30'21" East, 384.53 feet to the POINT OF BEGINNING (P.O.B.); thence leaving said South line North 24°11'52" East, 181.47 feet; thence North 02°55'10" East, 364.44 feet; thence along the Grantor's North property line South 86°41'02" East, 50.00 feet; thence along the Grantor's East property line South 02°55'10" West, 373.49 feet; thence leaving the Grantor's East property line South 24°11'52" West, 171.97 feet; thence along the Grantor's South property line North 86°30'21" West, 53.45 feet to the POINT OF BEGINNING (P.O.B.), containing 27,284 square feet, 0.63 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____ _____
Cynthia Donohew [Spouse of Cynthia Donohew, if any]

_____ _____
Danny George Hurlbut [Spouse of Danny George Hurlbut, if any]

_____ _____
Melissa Pruitt [Spouse of Melissa Pruitt, if any]

_____ _____
Jeffrey Hurlbut [Spouse of Jeffrey Hurlbut, if any]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Cynthia Donohew and _____ _____, her spouse, if any,** to me well known as the person/s who executed the foregoing document, and who stated and acknowledged that she/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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Danny Gene Hurlbut and _____ _____, his spouse, if any,** to me well known as the person/s who executed the foregoing document, and who stated and acknowledged that he/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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Melissa Pruitt and _____, her spouse, if any,** to me well known as the person/s who executed the foregoing document, and who stated and acknowledged that she/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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

ACKNOWLEDGMENT

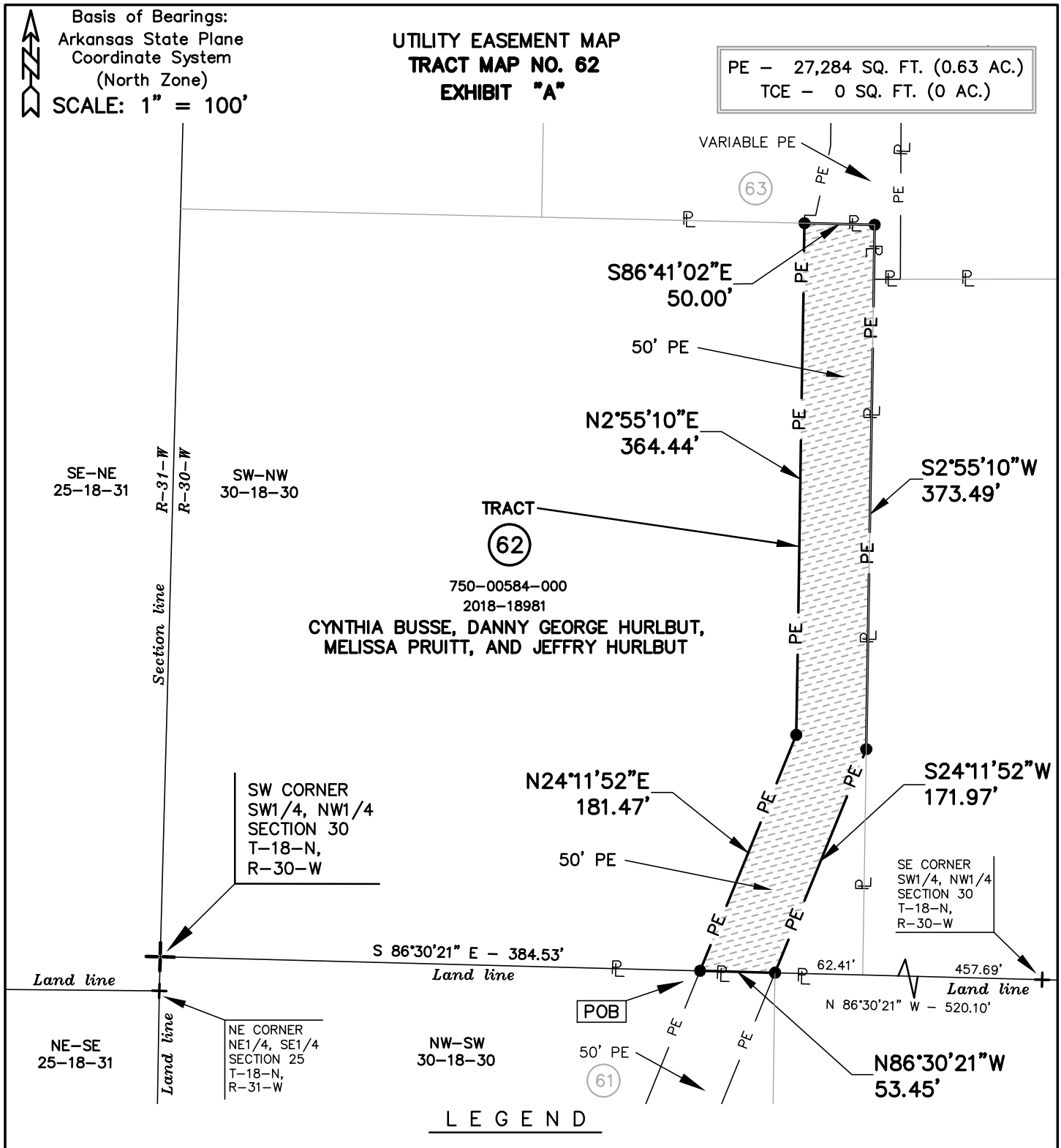
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Jeffrey Hurlbut and _____, his spouse, if any,** to me well known as the person/s who executed the foregoing document, and who stated and acknowledged that he/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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



CITY OF FAYETTEVILLE	Property Owner :BUSSE, PRUITT, AND HURLBUT	Project Name : West Transmission Main Route
	Drawn by : McClelland Consulting Engineers	
	Date: DEC 2022 / Scale : 1" = 100'	
	Project No. 112184 / Tract No. 62	

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	North of and adjacent to 544 East Lake Road, Elm Springs, Arkansas; Washington County
Client:	McClelland Consulting Engineers
Fee Owner:	Cynthia Busse, Danny George Hurlbut, Melissa Pruitt & Jeffrey Hurlbut
Mailing Address:	P.O. Box 144, Elm Springs, AR 72728

Area Of The Whole:	6.36± ACS		
Area Of Remainder:	6.36± ACS	Permanent Easement	0.63± AC
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Residential Development
Remainder Property	Residential Development

ACQUISITION COMPENSATION:

Before			
Land: 6.36± ACS	$	290,900	
Improvements: Not Applicable	$	0	
Total:		$	286,350
After			
Land: 6.36± ACS	$	265,150	
Improvements: Not Applicable	$		
Total		$	265,150
FAIR MARKET VALUE OF ACQUISITION		$	25,750
		$	
Total Compensation as of: March 14, 2023		$	25,750

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.63± Acre (Rounded)	$	25,750
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**25,750**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.

Blake Hopper, RA4720
REED & ASSOCIATES, INC.

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Cynthia Donohew, Danny G. Hurlbut
Melissa Pruitt & Jeffrey Hurlbut
203 School Avenue
Springdale, AR 72762

RE: West Transmission Main Line
Parcel No. 750-00584-000
Tract 62 6 acres
Offer to purchase easement

Dear Ladies and Gentlemen:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$43,000.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Kent Bird Detmer

Tract No. 64

West Transmission Main
Parcel No. 750-00579-000
Tract No. 64

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Kent Bird Detmer, a single person,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref: 2011-14181)

The fractional NW¼ of the fractional NW¼ of Section 30 in Township 18 North of Range 30 West, and a part of the NE¼ of the NE¼ of Section 25 in Township 18 North of Range 31 West, described as beginning at the Northeast corner of said fractional NW¼ of the fractional NW¼ of said Section 30, and running thence South along the East quarter section line to the center of the Elm Springs – Springdale Road; thence West with the center of said Road 753 feet; thence North 87°07' West with the center of said Road 210.2 feet; thence North to and continuing along the East line of a lane or road running from the Elm Springs – Springdale Road North to the Howard Grigg Lands, a distance of 698.5 feet, more or less to a point due West of the Southwest corner of Lot 1 in Block 1, Peter Gharst Addition to the Town of Elm Springs, Arkansas; thence East to and continuing along the South line of Lots 1, 2 and 3 in Block 1 of said Addition to the center of the abandoned right of way of the Kansas City & Memphis Railway Company; thence Northeasterly with the center of said right of way to a point which is 12 feet due South of the North line of said fractional quarter section; thence in a direct line Easterly to a point where the East line of said right of way intersects the North line of said fractional quarter section; thence East to the point of beginning, subject to an easement along the Southerly part thereof for the Elm Springs – Springdale Road.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 30, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the NW 1/4 of the NW 1/4 of said Section 30; thence along the North line of said NW 1/4 of the NW ¼ North 87°50'26" West, 402.39 feet to the POINT OF BEGINNING (P.O.B.); thence leaving said North line and along the West line of Camelot Subdivision, as shown in Plat Book 23, Page 00183 of the Washington County records South 02°46'29" West, 1287.84 feet to the North right-of-way line of Elm Springs Road (60' R/W); thence leaving the West line of Camelot Subdivision and along the North line of Elm Springs Road North 88°09'05" West, 50.01 feet; thence leaving said North right-of-way line of Elm Springs Road North 02°46'29" East, 1288.11 feet to the North line of said NW 1/4 of the NW 1/4; thence along said North line South 87°50'26" East, 50.00 feet to the POINT OF BEGINNING (P.O.B.), containing 64,398 square feet, 1.48 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said easement. Driveways and parking lots will not be considered permanent structures.

The Grantee shall have the right to construct pipe lines and/or make repairs to lines within the above described easement at any time in the future and agrees to pay for or repair any damages as a result of such future construction and/or repairs as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____ _____

Kent Bird Detmer **[spouse]**

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Kent Bird Detmer and** _____ **_____, spouse**, if any to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that he/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 _____, 2023.

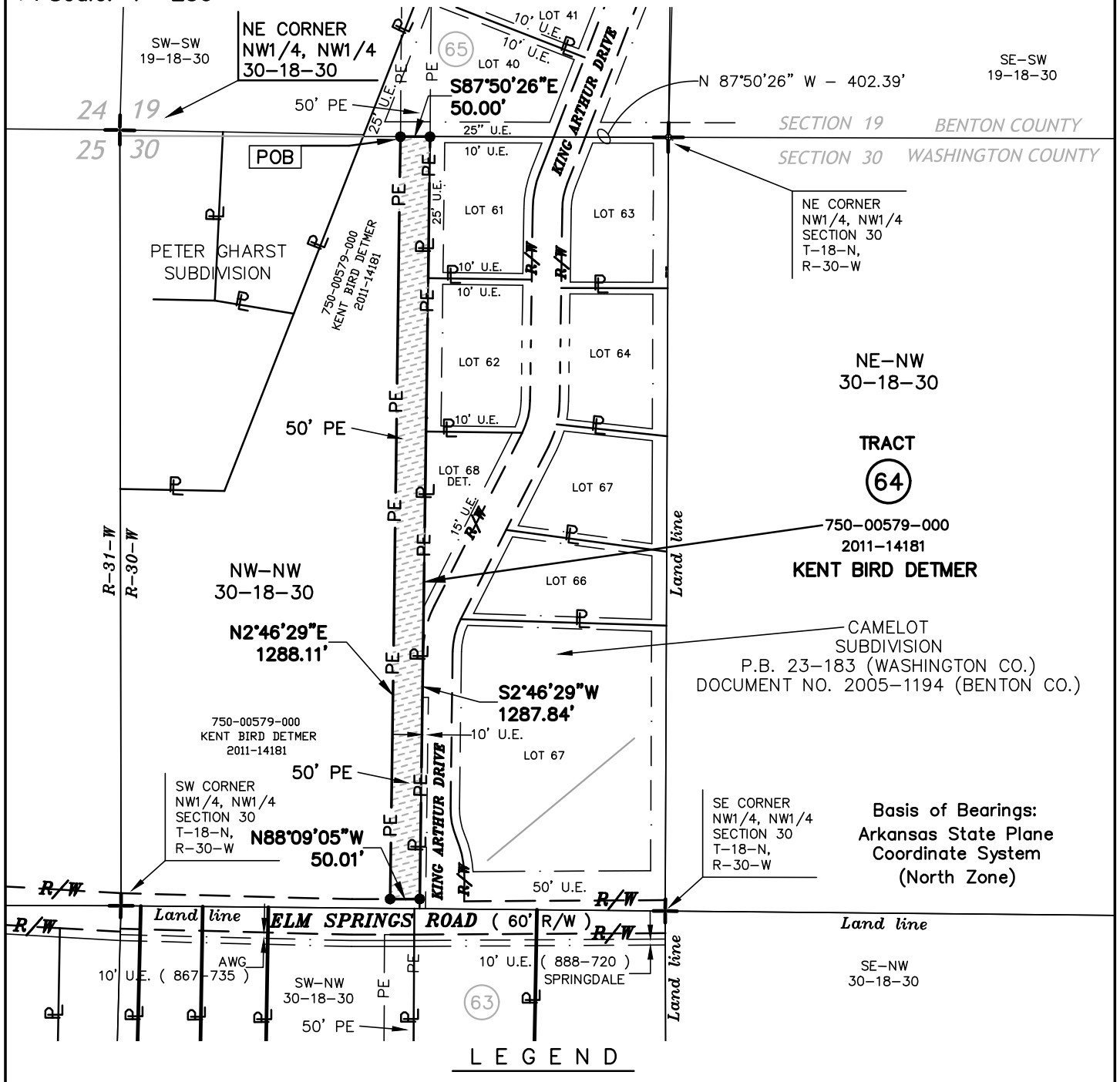
MY COMMISSION EXPIRES:

_____
Notary Public

UTILITY EASEMENT MAP
TRACT MAP NO. 64
EXHIBIT "A"

PE – 64,398 SQ. FT. (1.48 AC.)
TCE – 0 SQ. FT. (0 AC.)

Scale: 1"=250'



LEGEND

- Permanent Easement
- Temporary Construction Easement
- Property Line
- Corner of Permanent Easement
- Street Right–of–Way
- Existing Utility Easement Line
- 750–00579–000 — Tax Parcel Number
- PE — Permanent Easement
- 2011–14181 — Deed Record
- TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE	Property Owner : KENT BIRD DETMER	Project Name : West Transmission Main Route
	Drawn by : McClelland Consulting Engineers	
	Date: DEC 2022 / Scale : 1" = 250'	
	Project No. 112184 / Tract No. 64	

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	618 Elm Springs Road
Client:	McClelland Consulting Engineers
Fee Owner:	Kent Bird Detmer
Mailing Address:	1713 W. Huntsville Avenue, Springdale, AR 72762

Area Of The Whole:	11.85± ACS	Permanent Easement	1.48± ACS
Area Of Remainder:	11.85± ACS	Temporary Construction Easement	NA
Area Of Acquisition:	NA		

HIGHEST AND BEST USE:

Whole Property	Interim Residential/Agricultural until demand dictates development of the site
Remainder Property	Interim Residential/Agricultural until demand dictates development of the site

ACQUISITION COMPENSATION:

Before			
Land: 11.85± ACS	$	568,800	
Improvements: Pole Shed/Barn & 4 Trees	$	14,000	
Total:		$	582,800
After			
Land: 11.85± ACS	$	485,050	
Improvements: Not Appraised	$		
Total		$	485,050
Total Compensation as of: January 23, 2023		$	97,750

ALLOCATION OF COMPENSATION

Land: N/A	$	0
Permanent Easement: 1.48± ACS	$	60,250
Temporary Construction Easement: N/A	$	0
Improvements: Pole Shed/Barn & 4 Trees	$	14,000
Damages: Land	$	23,500
Cost to Cure Items: Not Applicable	$	0
Total Compensation:	**$**	**97,750**

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL CG3642
KATIE HAMPTON

Date of Report: January 30, 2023

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Kent B. Detmer
1713 W Huntsville Ave
Springdale, AR 72762

RE: West Transmission Main Line
Parcel No. 750-00579-000 (618 Elm Springs Rd)
Tract 64
Offer to purchase easement

Dear Mr. Detmer:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$97,750.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

I will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Fellowship Bible Church of Northwest Arkansas

Tract No. 101

West Transmission Main
Parcel No. 765-15830-004
Tract No. 101

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT, **Fellowship Bible Church of Northwest Arkansas, an Arkansas non-profit corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, grantee on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Reference 2018-4064)

A part of the Northwest Quarter of the Southeast Quarter and a part of the Northeast Quarter of the Southwest Quarter all in Section twenty-eight (28), Township Seventeen (17) North, Range Thirty (30) West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Commence at the Northwest corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section 28 being a found magnail in asphalt roadway; thence S87°34’31”E a distance of 631.02 feet to a point; thence S00°23’08”W a distance of 628.16 feet to a found steel fence post; thence S02°10’40”W a distance of 178.19 feet to a found ½ inch iron pin and the Point of Beginning; thence S87°11’04”E a distance of 1926.85 feet to a found ½ inch iron pin and the western right of way for U.S. Highway 112 being fifty-five (55) feet west of centerline; thence along said western right of way, S02°43’18”W a distance of 474.95 feet to a set iron pin with cap “PLS 1439”; thence leaving said western right of way, N87°19’58”W a distance of 2582.01 feet to a set iron pin with cap “PLS 1439” and the west boundary of the East Half (E1/2) of the SW ¼, N02°34’52”E a distance of 318.11 feet to a set iron pin with cap “PLS 1439”; thence leaving said west boundary, S87°13’55”E a distance of 656.51 feet to a set iron pin with cap “PLS 1439”; thence N02°31’13”E a distance of 162.98 feet to the point of beginning. Said tract or parcel of land containing 25.90 acres (1,138,075 square feet), more or less. Subject to easements, right-of-ways, and protective covenants of record, if any, subject to all prior mineral reservations and oil and gas leases, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 28, Township 17 North, Range 30 West, Washington County, Arkansas, and being more particularly described as follows: Commencing at the SW Corner of the NE1/4 of the SW1/4 of said Section 28; thence along the west line of said NE1/4 of the SW1/4, N 02°37’20” W 94.19 feet to the Point of Beginning (POB); thence continuing along said west line, N 02°37'20" E 51.43 feet; thence leaving said west line, S 87°19'58" E 91.77 feet; thence S 42°10'58" E 72.54 feet to the Grantor’s south property line; thence along said south line, N 87°19'58" W 142.89 feet; to the Point of Beginning (POB), containing 6,034 sq. ft., or 0.14 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

FELLOWSHIP BIBLE CHURCH OF NORTHWEST ARKANSAS, an Arkansas non-profit corporation

By: _____
John Marquette, Secretary

ACKNOWLEDGMENT

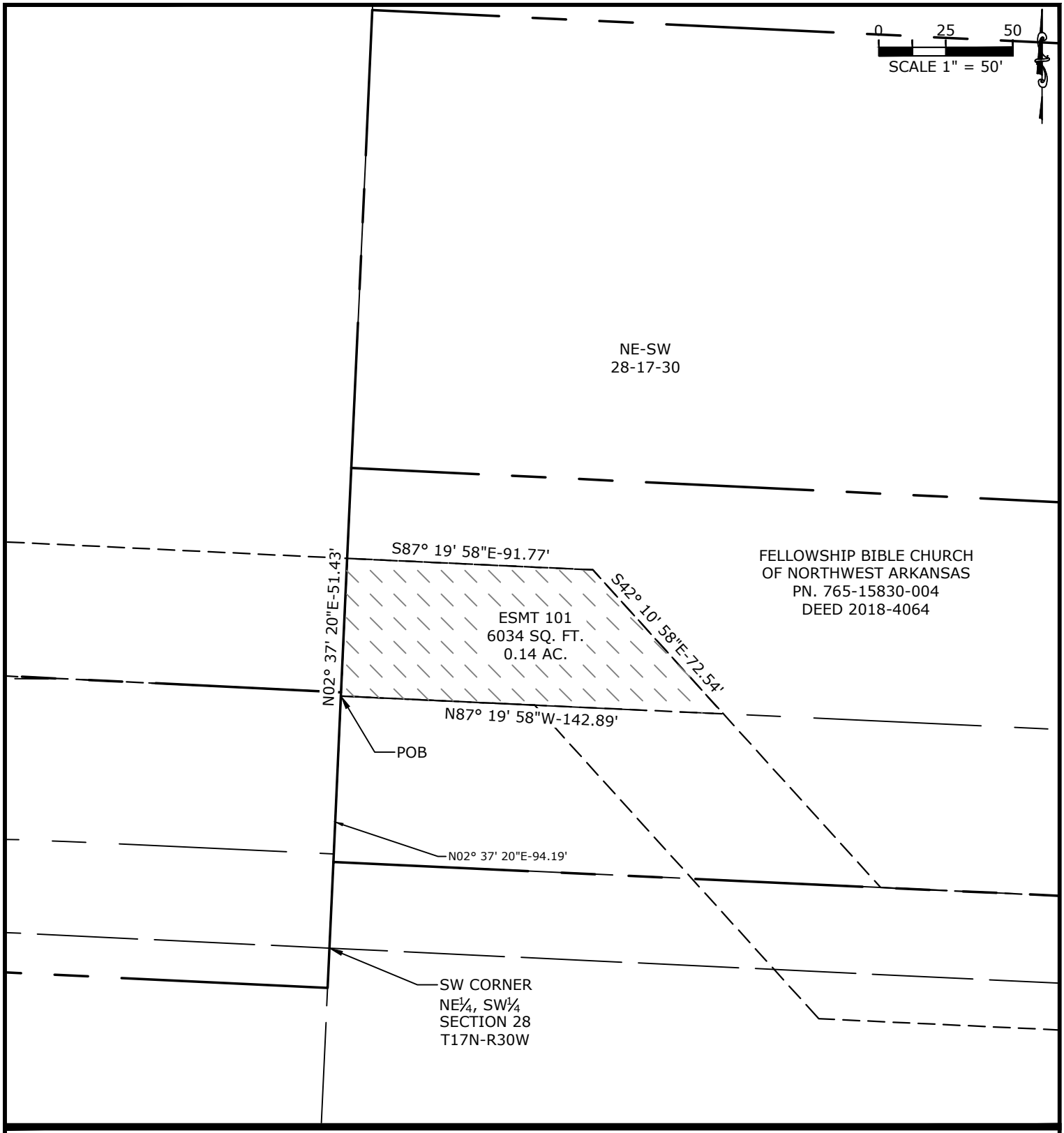
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 **John Marquette**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is the Secretary of **Fellowship Bible Church of Northwest Arkansas, an Arkansas non-profit corporation,** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

765-15830-004 — TAX PARCEL NUMBER

2018-4064 — DEED RECORD

EXISTING PROPERTY LINE

PROPOSED RIGHT-OF-WAY

PROPOSED PERMANENT EASEMENT

PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
04/05/23	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 101
FELLOWSHIP BIBLE CHURCH OF NORTHWEST ARKANSAS

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Fellowship Bible Church of NWA
c/o John Marquette, Secretary
1051 W Pleasant Grove Road
Rogers, AR 72758

RE: West Transmission Main Line
Parcel No. 765-15830-004
Tract 101
Offer to purchase easement

Dear Mr. Marquette:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of $24,140.00 for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc.

One Twelve Village, LLC

Tract No. 103

West Transmission Main
Parcel No. 765-15830-000
Tract No. 103

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT, **One Twelve Village, LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, grantee on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Reference 2017-7010)

A part of the West Half (W 1/2) of the Southeast Quarter (SE1/4), all in Section Twenty-Eight (28), Township Seventeen (17) North, Range Thirty (30) West of the Fifth Principal Meridian, Washington County Arkansas, and being more particularly described as follows; Commencing at the Northwest Corner of the NE 1/4 of the SW 1/4 of said Section 28 being a found cotton picker spindle in asphalt roadway; thence along the west line of said NE 1/4 of the SW 1/4, S02°34’52”W a distance of 1283.11 feet to a found iron pin with cap “PLS 1439”; thence leaving said west line, S87°19’58”E a distance of 1315.10 feet to the POINT OF BEGINNING, said point being a set iron pin with cap “PLS 1156”; thence S87°19’58”E a distance of 1266.91 feet to the westerly right of way line of Highway 112 thence along said westerly right of way line the following eight (8) calls, S02°43’18”W a distance of 978.38 feet to a point; thence S02°02’26”W a distance of 63.14 feet to a point; thence S00°11’50”W a distance of 51.97 feet to a point; thence S03°04’07”E a distance of 40.08 feet to a point; thence S07°04’04”E a distance of 55.68 feet to a point; thence S11°50’44”E a distance of 58.74 feet to a point; thence S15°34’53”E a distance of 71.32 feet to a point; thence S18°13’53”E a distance of 15.95 feet to a point; thence leaving said right of way, S02°32’54”W a distance of 26.08 feet to a found 3 inch aluminum cap at the Southeast corner of the SW 1/4 of the SE 1/4 of said Section 28; thence along the south line of said SW 1/4 of the SE 1/4, N87°08’52”W a distance of 1322.12 feet to a found iron pin with cap "PLS 1439", being the South Quarter Corner of said SECTION 28; thence leaving said south line, N02°32’22”E a distance of 1349.51 feet to the POINT OF BEGINNING. Said tract or parcel of land containing 39.43 acres (1,717,256 square feet), more or less, and being depicted as new tract 1 on that certain property line adjustment survey filed for record February 1, 2017, as land document 2017-00003176, of the records of Washington County, Arkansas.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), and part of the southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 28, Township 17 North, Range 30 West, Washington County, Arkansas, and being more particularly described as follows: Commencing at the NE Corner of the SW1/4 of the SE1/4 of said Section 28; thence along the north line of said SW1/4 of the SE1/4, N 87°08’54” W 147.25 feet to the Point of Beginning (POB); thence leaving said north line, S 02°31'18" E 43.45 feet; thence N 87°19'58" W 991.32 feet; thence N 42°19'58" W 43.87 feet; thence N 87°19'58" W 157.31 feet to the Grantor’s west property line; thence along said west line, N 02°32'22" E 50.00 feet; thence leaving said west line, S 87°19'58" E 178.13 feet; thence S 42°19'58" E 43.87 feet; thence S 87°19'58" E 966.07 feet; thence S 02°31'18" E 6.75 feet; to the Point of Beginning (POB), containing 59,514 sq. ft., or 1.37 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

ONE TWELVE VILLAGE, LLC,
an Arkansas limited liability company

By: _____
David R. Evans, Member

ACKNOWLEDGMENT

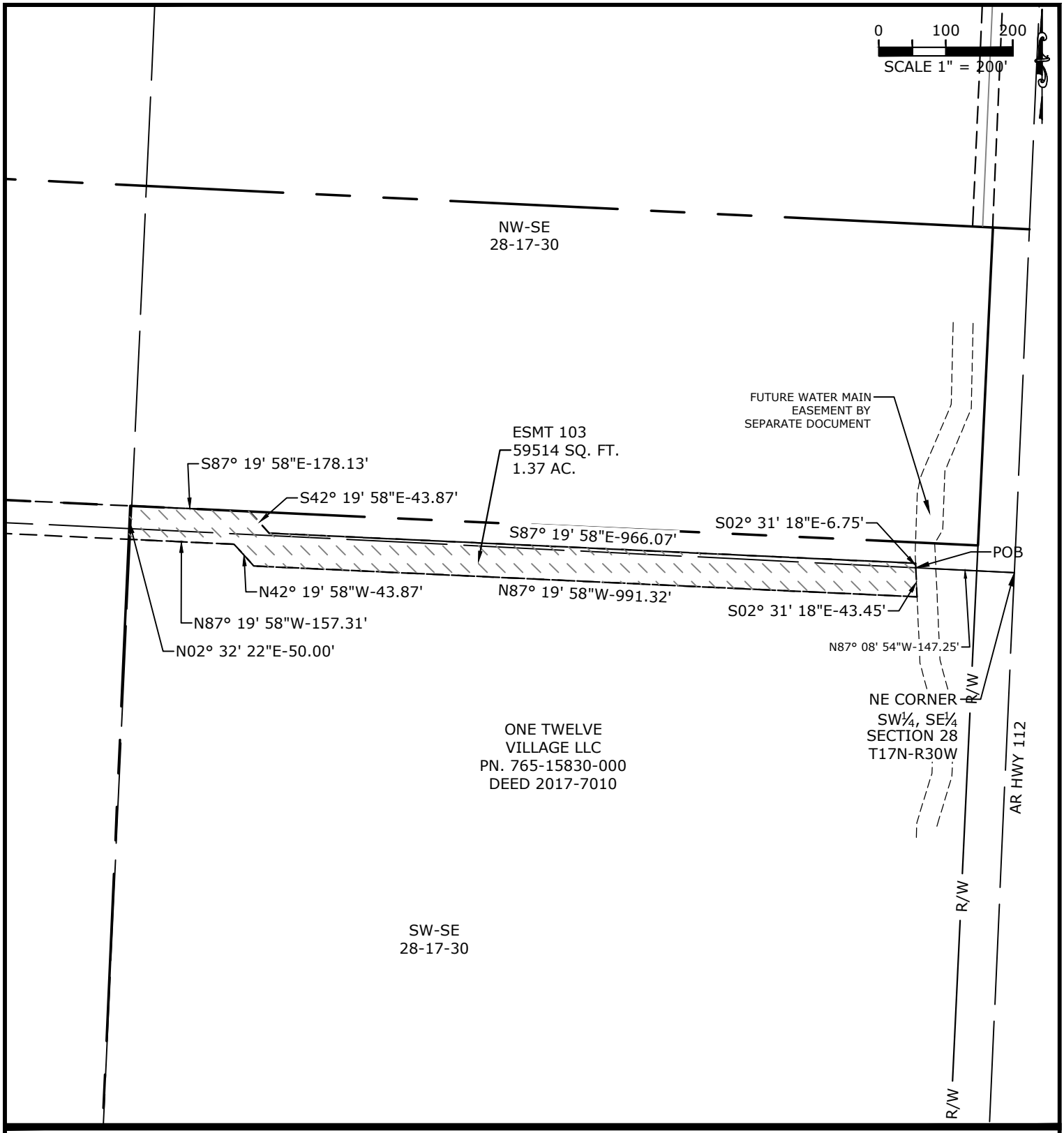
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 **David R. Evans**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he is a Member of **One Twelve Village, LLC, an Arkansas limited liability company,** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

765-15830-000 — TAX PARCEL NUMBER

2017-7010 — DEED RECORD

EXISTING PROPERTY LINE

PROPOSED RIGHT-OF-WAY

PROPOSED PERMANENT EASEMENT

PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
04/05/23	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 103
ONE TWELVE VILLAGE LLC

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	West side of State Highway 112, south of State Highway 112
Client:	McClelland Consulting Engineers
Fee Owner:	One Twelve Village, LLC
Mailing Address:	3768 E. Leawood Way, Fayetteville, AR 72703

Area Of The Whole:	39.43± ACS	Permanent Easement	1.37± ACS
Area Of Remainder:	39.43± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Mixed-Use Development
Remainder Property	Mixed-Use Development

ACQUISITION COMPENSATION:

Before			
Land: 39.43± ACS	$	6,870,300	
Improvements: Not Applicable	$		
Total:		$	6,870,300
After			
Land: 39.43± ACS	$	6,632,250	
Improvements: Not Applicable	$		
Total		$	6,632,250
FAIR MARKET VALUE OF ACQUISITION		$	238,050
Total Compensation as of: July 11, 2023		$	**238,050**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 1.37± Acres (Rounded)	$	238,050
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**238,050**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

One Twelve Village, LLC
c/o David R. Evans, Member
3768 E Leawood Way
Fayetteville, AR 72703

RE: West Transmission Main Line
Parcel No. 765-15830-000
Tract 103 N Hwy 112
Offer to purchase easement

Dear Mr. Evans,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$238,050.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

Sincerely,

Tim Nyander
Utilities Director

TN/hj

Enc

Willow Bend OptionCo, LLC

Tract No. 104

West Transmission Main
Parcel No. 765-15830-007
Tract No. 104

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT, **Willow Bend OptionCo LLC, an Oklahoma limited liability company**, of Tulsa Oklahoma, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, grantee on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Special Warranty Deed: 2017-8105

A part of the East Half (E1/2) of the Southwest Quarter (SW1/4) Section Twenty Eight (28), Township Seventeen (17) North, Range Thirty (30) West of the Fifth Principal Meridian, Washington County, Arkansas, and being more particularly described as follows: Commencing at the Northwest corner of the NE1/4 of the SW1/4 of said Section 28 being a found cotton picker spindle in asphalt roadway; thence along the West line of aid NE1/4 of the SW1/4, S02°34’52”W a distance of 1283.11 feet to the point of beginning said point being a found iron pin with cap “PLS 1439”; thence leaving said West line S87°19’59”E a distance of 1315.59 feet to a set iron pin with cap “PLS 1156”; thence S02°32’22”W a distance of 668.88 feet to a found iron pin; thence N87°26’22”W a distance of 1315.59 feet to the West line of said E1/2 of the SW1/4 and a found iron pin with cap “PLS 1439”; thence along said West line N02°34’52”E a distance of 671.33 feet to the point of beginning. Said tract or parcel of land containing 20.23 acres (881,553 square feet) more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), and part of the Southeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 28, Township 17 North, Range 30 West, Washington County, Arkansas, and being more particularly described as follows: Commencing at the SW Corner of the NE1/4 of the SW1/4 of said Section 28; thence along the west line of said NE1/4 of the SW1/4, N 02°37’20” W 32.19 feet to the Grantor’s north property line; thence leaving said west line, S 87°19’58” E 133.99 feet, along said north line, to the Point of Beginning (POB); thence continuing along said north line, S 87°19'58" E 1182.16 feet to the Grantor’s east property line; thence along said east line, S 02°32'22" W 50.00 feet; thence leaving said east line, N 87°19'58" W 1132.53 feet; thence N 42°10'58" W 70.53 feet; to the Point of Beginning (POB), containing 57,867 sq. ft., or 1.33 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Willow Bend OptionCo LLC,
an Oklahoma limited liability company

By: _____
George Jackson, III, Manager

ACKNOWLEDGMENT

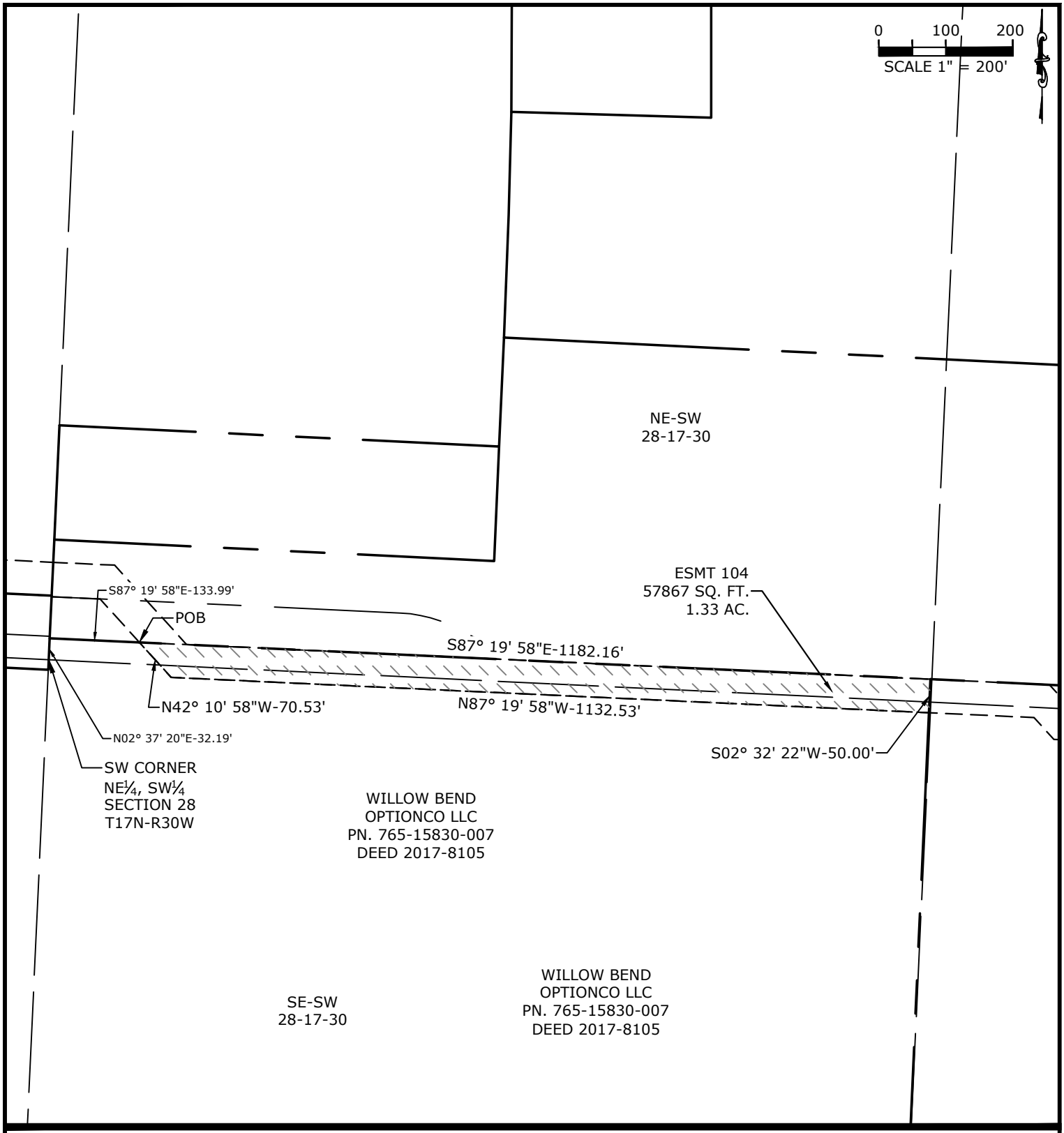
STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

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 **George Jackson, III**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he was the **Manager** of **Willow Bend OptionCo LLC, an Oklahoma limited liability company**, of Tulsa Oklahoma, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

765-15830-007 — TAX PARCEL NUMBER

2017-8105 — DEED RECORD

EXISTING PROPERTY LINE

PROPOSED RIGHT-OF-WAY

PROPOSED PERMANENT EASEMENT

PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
04/05/23	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 104
WILLOW BEND OPTIONCO LLC

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2023

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	North side of Truckers Drive, south of State Highway 112
Client:	McClelland Consulting Engineers
Fee Owner:	Willow Bend OptionCo LLC
Mailing Address:	9125 S Toledo Avenue, Tulsa, OK

Area Of The Whole:	20.23± ACS	Permanent Easement	1.33± ACS
Area Of Remainder:	20.23± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Multi-Family Development
Remainder Property	Multi-Family Development

ACQUISITION COMPENSATION:

Before			
Land: 20.23± ACS	$	2,664,650	
Improvements: Not Applicable	$		
Total:		$	2,664,650
After			
Land: 20.23± ACS	$	2,557,500	
Improvements: Not Applicable	$		
Total		$	2,557,500
FAIR MARKET VALUE OF ACQUISITION		$	107,150
Total Compensation as of: July 11, 2023		$	**107,150**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 1.33± Acres (Rounded)	$	107,150
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**107,150**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Willow Bend Optionco, LLC
c/o George Jackson, III, Manager
9125 S Toledo Ave
Tulsa OK 74137

RE: West Transmission Main Line
Parcel No. 765-15830-007
Tract 104 Hwy 112-Salem
Offer to purchase easement

Dear Mr. Jackson,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$107,150.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Fayetteville School District No. 1

Tract No. 105

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Fayetteville School District No. 1,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

WD 2005-51407
The NE ¼ of the NE ¼ of Section 31 (a 40 acre tract) and a part of the E ½ of the SE ¼ of Section 29 (and 80 acre tract) located in Township 17 North, Range 30 West, of the Fifth Principal Meridian, Fayetteville, Washington County, Arkansas, and more particularly described as beginning at the Southeast corner of said Section 29, said corner being a common corner with the Northeast corner of Section 32 and the point of beginning; thence South 02°30'45" West 1,322.30 feet to the Southeast corner of said 40 acre tract; thence North 87°24'40" West 1,323.39 feet to the Southwest corner of said 40 acre tract; thence North 02°28'03" East 1,322.11 feet to the Northwest corner of said 40 acre tract; thence North 02°43'32"East 931.46 feet to a point on the West boundary of said 80 acre tract which is 384.25 feet southerly from the Northwest corner of the SE ¼ of the SE ¼ of said Section 29, said point being the Southwest corner of the Craig Brown property described in instrument #99007214-5, thence continuing along the boundary of lands describing in said instrument #99007214-5, North 86°07'57" East 416.66 feet to the southeast corner of said Brown property; thence North 86°07'57" East 651.03 feet, thence North 02°20'20" East 426.87 feet to the centerline of Washington County Road No. 894; thence along said centerline North 84°39'20" East 268.54 feet to the East boundary of said 80 acre tract; thence South 02°41'43" West 1,515.26 feet to the point of beginning, containing 73.391 acres, more or less; LESS AND EXCEPT that portion contained in the right of way of County Road #894. ALSO,

WD 2005-51408 The South 2.17 acres of the following described tract:

WD 2005-51409 The North 3.302 acres of the following described tract:
A part of the E ½ of the SE ½ of Section 29, located in Township 17 North, Range 30 West of the 5th Principal Meridian, Fayetteville, Washington County, Arkansas, and described as commencing at the Southeast corner of said Section 29 and thence North 87°25'10" West 1324.43 feet to the Southwest corner of said 80 acre tract, and continuing thence North 02°43'32" East 931.46 feet to a point on the west boundary of said 80 acre tract which is 384.25 feet southerly from the Northwest corner of the SE ¼ of the SE ¼ of said Section 29; said point being the Southwest corner of the Craig Brown property described in instrument #99007214-5 and continuing along the southern boundary of lands describing in said instrument #99007214-5 North 86°07'57" East 416.66 to a point at the southeast corner of said Brown property, said point being the point of beginning; thence along the Eastern boundary of said Brown property North 05°15'37" East 304.70 to the southerly right of way of Washington County Road No. 894, thence continuing North 05°05'37" East 35.00 feet to the centerline of said road; thence with said centerline along a curve to the right have a radius of 1197.18 feet, a delta of 16°47'29" and a chord bearing North 83°16'36" East 349.6 feet, and an arc length of 350.85 to the P.T. of said curve, and continuing with said road centerline North 72°03'38" East 79.25 to the P.C. of a curve to the right having a radius of 970.67 feet, a delta of 12°56'10", and continuing thence with said curve centerline with a chord bearing North 77°11'48" East 218.69 and an arc length of 219.16 feet to the P.T. of said curve, and continuing thence with said road centerline North 84°39'20" East 2.61 feet; thence leaving said road centerline South 02°20'20" West 426.87 feet; thence South 86°07'57" West 651.03 feet to the point of beginning, containing 5.472 acres, more or less. LESS AND EXCEPT that portion contained in the right of way County Road #894. ALSO,

WD: 2006-27490
A part of the West Half (W ½) of the Southwest Quarter (SW ¼) of Section Twenty-eight (28), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows: beginning at the Southwest corner of said 80 acre tract, said point being an existing fence corner post; thence North 02 degrees 35 minutes 22 seconds East 1526.42 feet along the West line of said 80 acre tract to a set ½" iron rebar at an existing fence on the North side of Salem Road and from which a ½" reference iron set on the South right of way line of said road bears South 02 degrees 35 minutes 22 seconds West 42.76 feet; thence North 84 degrees 22 minutes 05 seconds East 741.78 feet along said fence to a point in the center of Deane Solomon Road and from which a ½" reference iron set on the West right of way line of Deane Solomon Road bears South 84 degrees 22 minutes 05 seconds West 30.00 feet; thence along the centerline of Deane Solomon Road, the following bearings and distances: South 05 degrees 20 minutes 14 seconds East 13.06 feet, South 04 degrees 47 minutes 31 seconds West 51.68 feet, South 10 degrees 36 minutes 46 seconds West 1392.68 feet, South 10 degrees 25 minutes 39 seconds West 98.81 feet to the beginning of a 100.00 foot radius curve to the right; thence Southwesterly along said curve 111.30 feet, the chord for which being South 42 degrees 18 minutes 42 seconds West 105.64 feet; thence South 74 degrees 11 minutes 45 seconds West 33.86 feet to a set ½" iron

rebar on the South line of said 80 acre tract; thence leaving the centerline of said Road, North 87 degrees 16 minutes 51 seconds West 426.46 feet to the point of beginning, containing 22.60 acres, more or less, Washington County, Arkansas. The above described 22.60 acre tract being subject to the right of way of Salem Road along the entire East boundary, and any other easements and/or or rights of way whether or not of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 29, and a part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 28, all in Township 17 North, Range 30 West, Washington County, Arkansas, and being more particularly described as follows: Commencing at the SW Corner of said NW1/4 of the SW1/4; thence N 02°35’33” E, 113.47 feet to the POINT OF BEGINNING (POB); thence S 83°51'58" W 258.55 feet; thence along a non-tangent curve to the left, an arc distance of 66.84 feet, said curve having a radius of 885.67 feet, and a chord bearing and distance of S 81°22'21" W 66.82 feet; thence N 01°37'13" E 51.13 feet to the south Right-of-Way (ROW) of Washington County Road #894; thence along said south ROW, along a non-tangent curve to the right, an arc distance of 59.77 feet, said curve having a radius of 935.67 feet, and a chord bearing and distance of N 81°42'48" E 59.76 feet; thence continuing along said south ROW, N 83°52'20" E 266.36 feet; thence continuing along said south ROW, N 84°18'02" E 712.03 feet to the west ROW of Deane Solomon Road; thence leaving said south ROW, S 04°47'44" W 15.12 feet along said west ROW; thence continuing along said west ROW, S 10°36'25" W 36.61 feet; thence leaving said west ROW, S 84°17'54" W 706.29 feet; to the Point of Beginning (POB), containing 51,780 sq. ft., or 1.19 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Also, a temporary construction easement (TCE) across the said parcel as shown on the attached Exhibit “A” Map.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Fayetteville School District No. 1

By: _____
John L. Colbert, Superintendent

ATTEST:

_____

_____
[Please print or type Name and Title]

ACKNOWLEDGMENT

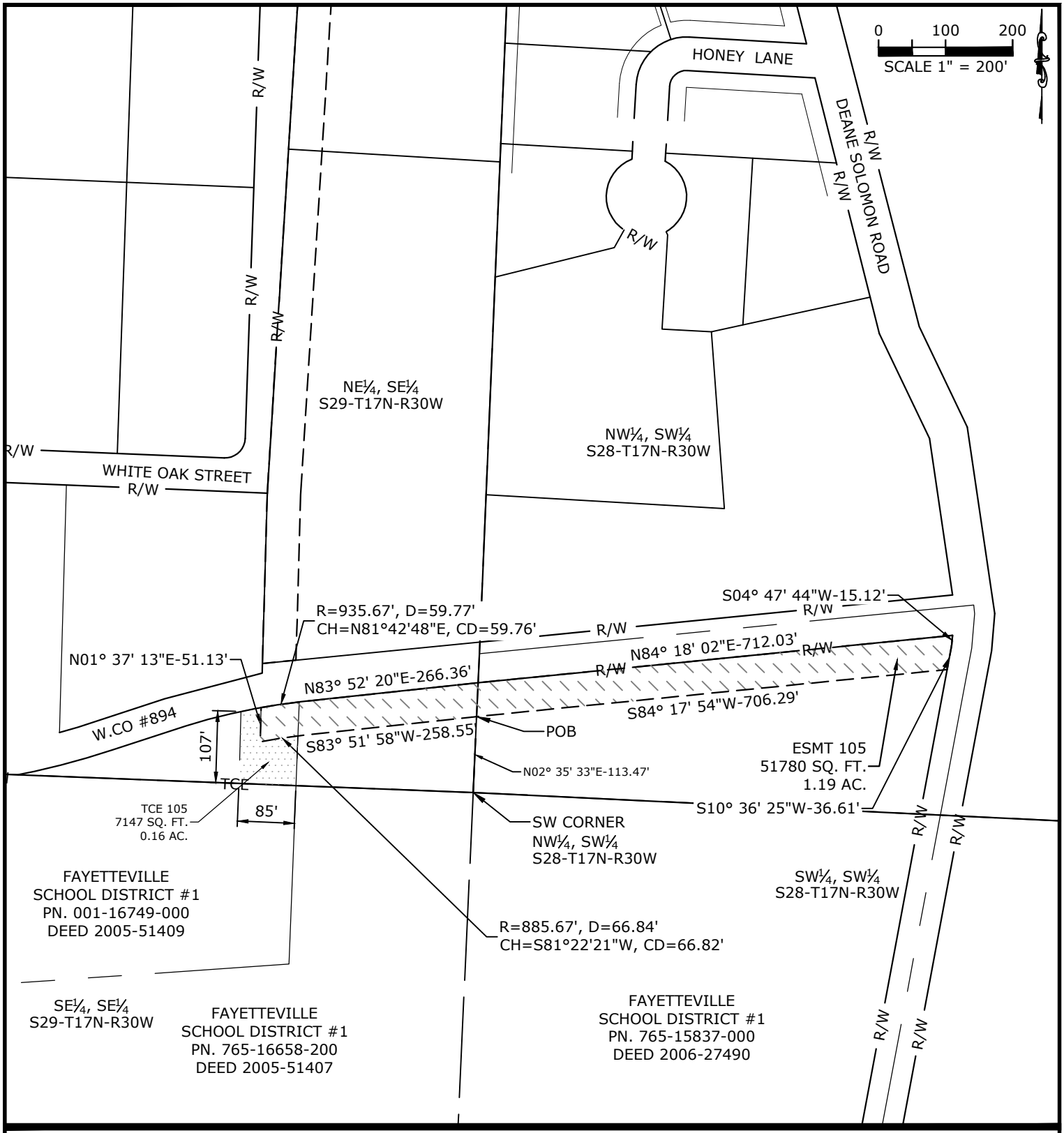
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 **John L. Colbert** and_____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Superintendent** and _____, respectively, of the **Fayetteville School District No. 1,** and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- AS NOTED — TAX PARCEL NUMBER
- AS NOTED — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
11/10/2022	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 105
FAYETTEVILLE SCHOOL DISTRICT #1

©2022

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	Southwest corner of Salem Road and Deane Solomon Road, Fayetteville, Arkansas
Client:	McClelland Consulting Engineers
Fee Owner:	Fayetteville School District No. 1
Mailing Address:	1000 West Bulldog Blvd. Fayetteville, Arkansas 72701

Area Of The Whole:	110.93± ACS	Temporary Construction Easement	0.16± AC
Area Of Remainder:	110.93± ACS	Permanent Easement	1.19± ACS
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Hold for residential or special-purpose use
Remainder Property	Hold for residential or special-purpose use

ACQUISITION COMPENSATION:

Before			
Land: 110.93± ACS	$	5,556,950	
Improvements: Not Applicable	$		
Total:		$	5,556,950
After			
Land: 110.93± ACS	$	5,510,800	
Improvements: Not Applicable	$		
Total		$	5,510,800
FAIR MARKET VALUE OF ACQUISITION		$	46,150
Plus: TCE		$	850
Total Compensation as of: April 20, 2023		$	**47,000**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 1.19± Acres (Rounded)	$	46,150
Temporary Construction Easement: 0.16± Acre (Rounded)	$	850
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**47,000**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



Blake Hopper, RA4720
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Fayetteville School District #1
PO Box 849
Fayetteville, AR 72702-0849

RE: West Transmission Main Line
Parcel No. 001-16749-000 765-15837-000 765-16658-200
Tract 105 2651 N Salem Road
Offer to purchase easement

Dear Ladies and Gentlemen,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$47,000.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Charles Andrew Cassat
and Dorothy Lynn Cassat

Tract No. 107

West Transmission Main
Parcel No. 001-16743-000
Tract No. 107

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Charles Andrew Cassat and Dorothy Lynn Cassat, or their Successors, co-trustees of the Charles Andrew Cassat 2014 Revocable Trust u/t/d June 25, 2014**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref: 2015-6019)

A part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 17 North, Range 30 West and being more particularly described as follows, to-wit: beginning at a point which is S00°48’52”E 376.81 feet from the Northeast corner of said forty acre tract and running thence S00°48’52”E 717.04 feet, thence S81°27’22”W along County Road right of way 329.59 feet, thence N00°05’09”W along County Road right of way 765.94 feet, thence East 314.69 feet to the point of beginning, containing 5.54 acres, more or less. Subject to easements and rights of way of record, if any.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of the NE1/4 of the SE1/4 of said Section 29; thence S 02°23’32” W 376.84 feet to the Grantor’s north property line; thence along said north line, N 86°32'14" W 263.97 feet to the Point of Beginning (POB); thence leaving said north line, S 03°07'14" W 516.29 feet; thence S 03°00'23" W 244.58 feet to the Grantor’s south line; thence along said south line, S 84°24'46" W 50.57 feet to the Grantor’s west line; thence along said west line, N 03°00'23" E 252.19 feet; thence continuing along said west line, N 03°07'14" E 516.64 feet to the Grantor’s north line; thence along said north line, S 86°32'14" E 50.00 feet; to the Point of Beginning (POB), containing 38,243 sq. ft., or 0.88 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Charles Andrew Cassat 2014 Revocable Trust
u/t/d June 25, 2014

_____ _____
Charles Andrew Cassat, Co-Trustee **Dorothy Lynn Cassat, Co-Trustee**

ACKNOWLEDGMENT

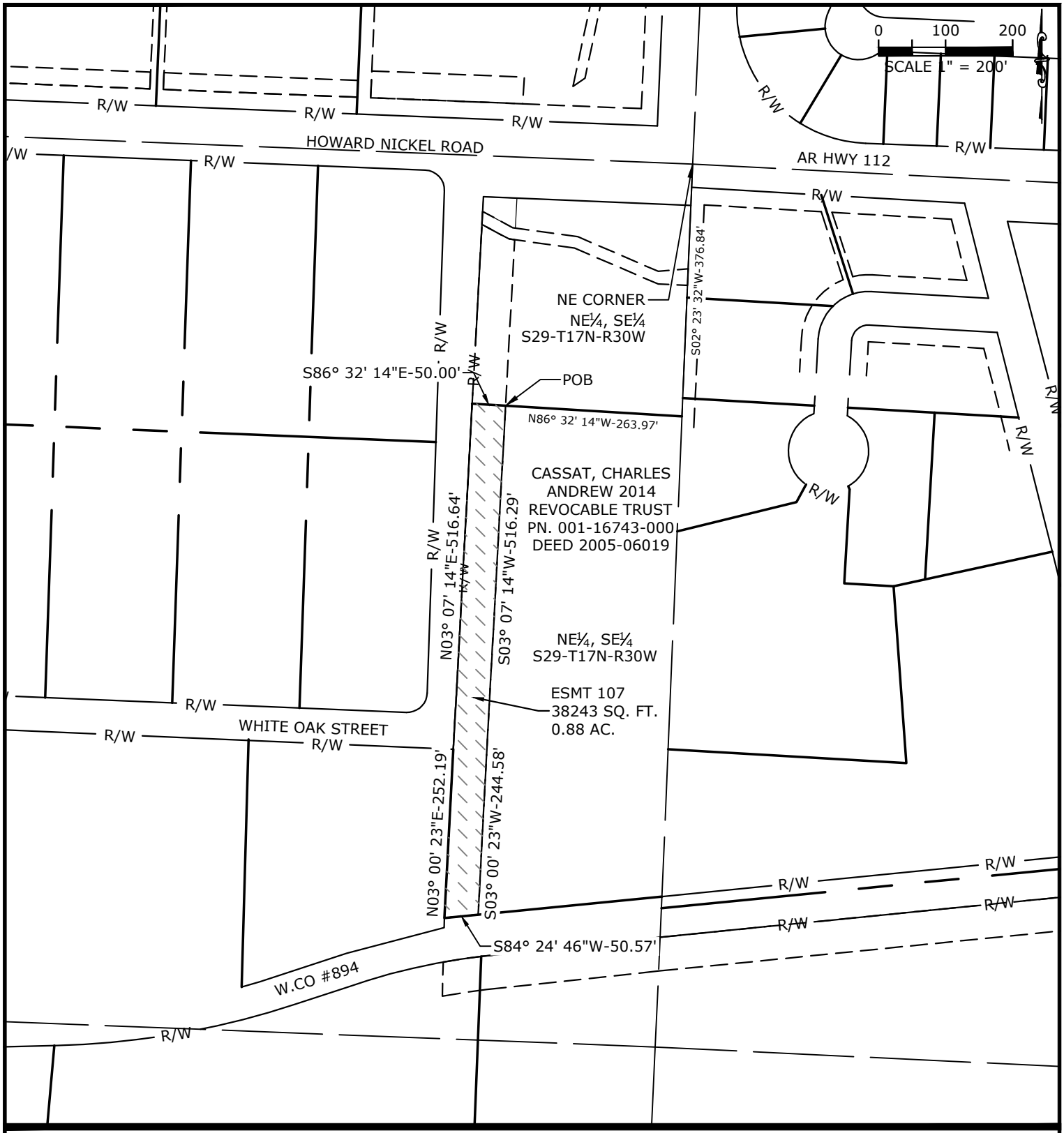
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Charles Andrew Cassat and Dorothy Lynn Cassat, or their Successors, co-trustees of the Charles Andrew Cassat 2014 Revocable Trust u/t/d June 25, 2014**, and any amendments thereto, to me well known as the person who executed the foregoing document, and who 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

001-16743-00O — TAX PARCEL NUMBER	R/W / R/W — PROPOSED RIGHT-OF-WAY
2005-06019 — DEED RECORD	PROPOSED PERMANENT EASEMENT
EXISTING PROPERTY LINE	TCE / TCE — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 05/04/23	REVISION: 2
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 107
CASSAT, CHARLES ANDREW 2014 REVOCABLE TRUST

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Charles Andrew Cassat 2014 Revocable Trust
3494 N Pin Oak Street
Fayetteville, AR 72704

RE: West Transmission Main Line
Parcel No. 001-16743-000
Tract 107
Offer to purchase easement

Dear Mr. & Mrs. Cassat:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$87,000.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

Sincerely,

Tim Nyander
Utilities Director

TN/hj

Enc

Benny D. Moore and Carol L. Moore

Tract No. 108

West Transmission Main
Parcel No. 001-16708-000
Tract No. 108

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Benny D. Moore and Carol L. Moore, Trustees** or their successors in trust under the **Benny Moore Revocable Trust, dated June 5, 2012,** and any amendments thereto and **Carol L. Moore and Benny D. Moore, Trustees** or their successors in trust under the **Carol Moore Revocable Trust, dated June 5, 2012,** and any amendments thereto, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref: 2012-16969-second description only)

The South half of the Northwest quarter of the Northeast quarter and the Southeast quarter of the northeast quarter of the Northwest quarter, and all that part of the Northeast quarter of the Northeast Quarter, lying and being West of the public road, running thence through said forty acre tract, except two and one-half acres there, deeded by W.N. Kirk to A.M. Brizendine as described in deed recorded in Book 205, at page 497, all in Section Twenty-nine (29), Township Seventeen (17) North, Range Thirty (30) West, containing in all fifty (50) acres, more or less. ALSO, part of the Northeast quarter of the Northeast quarter (NE¼) of Section Twenty-nine (29) in Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a point 532.20 feet South and 725.6 feet West of the Northeast corner of said 40 acre tract, said point being on the Westerly Right of Way of State Highway No. 112, thence South 26 degrees 36 minutes East along said right of way of 177.6 feet, thence South 63 degrees 24 minutes West 170.0 feet, thence North 26 degrees 36 minutes west 177.6 feet; thence North 63 degrees 24 minutes East 170.0 feet to the point of beginning, containing 0.70 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of said NE1/4 of the NW1/4; thence along the south line of said NE1/4, N 87°16’53” W, 548.80 feet to the Point of Beginning (POB); thence continuing along said south line, N 87°16'53" W 50.74 feet; thence leaving said south line, N 04°08'34" W 107.73 feet; thence N 03°28'57" E 195.26 feet; thence N 85°52'54" W 51.94 feet to the Grantor’s west property line; thence along said west line, N 02°32'18" E 50.02 feet; thence leaving said west line, S 85°52'54" E 102.76 feet; thence S 03°28'57" W 241.33 feet; thence S 04°20'14" E 110.51 feet; to the Point of Beginning (POB), containing 20,259 sq. ft., or 0.47 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Benny Moore Revocable Trust, dated June 5, 2012,
and any amendments thereto

_____
Carol L. Moore, Trustee

Carol Moore Revocable Trust, dated June 5, 2012,
and any amendments thereto

_____
Carol L. Moore, Trustee

ACKNOWLEDGMENT

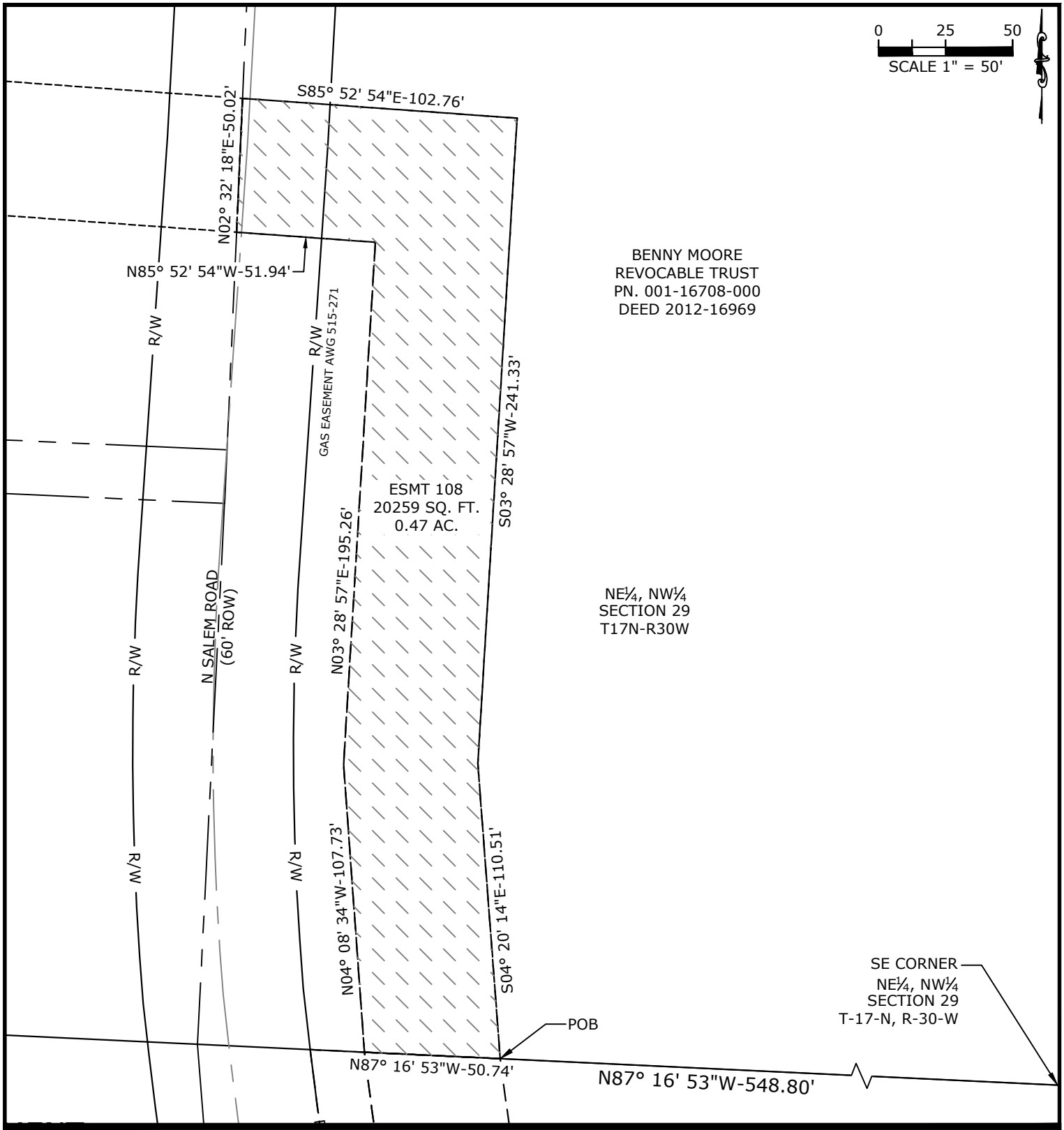
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Carol L. Moore, Trustee and successor trustee of the Benny Moore Revocable Trust, dated June 5, 2012 and of the Carol Moore Revocable Trust dated June 5, 2012** and any amendments thereto, to me well known as the person who executed the foregoing document, and who 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 001-16708-000 — TAX PARCEL NUMBER
- 2012-16969 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 02/02/2023	REVISION: 1
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 108
BENNY MOORE REVOCABLE TRUST

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	3815 N. Highway 112, Fayetteville, Arkansas 72704
Client:	McClelland Consulting Engineers
Fee Owner:	Benny Moore Revocable Trust & Carol Moore Revocable Trust
Mailing Address:	3815 N. Highway 112, Fayetteville, Arkansas 72704

Area Of The Whole:	50.70± ACS	Permanent Easement	0.47± ACS
Area Of Remainder:	50.70± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued residential use (see Highest and Best Use section)
Remainder Property	Continued residential use (see Highest and Best Use section)

ACQUISITION COMPENSATION:

Before			
Land: 50.70± ACS	$	2,296,850	
Improvements: Not Applicable	$		
Total:		$	2,296,850
After			
Land: 50.70± ACS	$	2,281,100	
Improvements: Not Applicable	$		
Total		$	2,281,100
FAIR MARKET VALUE OF ACQUISITION		$	15,750
Total Compensation as of: April 20, 2023		$	**15,750**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.47± Acre (Rounded)	$	15,750
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**15,750**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



Blake Hopper, RA4720
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Benny & Carol Moore Revocable Trusts
3815 N Hwy 112
Fayetteville, AR 72704-5416

RE: West Transmission Main Line
Parcel No. 001-16708-000 – 3811 N Hwy 112
Tract 108
Offer to purchase easement

Dear Mrs. Moore:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$19,750.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc.

Aaron Ray Harris and Cristina Harris

Tract No. 124

West Transmission Main
Parcel No. 830-38809-002
Tract No. 124

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Aaron Ray Harris and Cristina Harris, Trustees of the Aaron Ray Harris and Cristina Harris Revocable Living Trust dated the 8th day of June, 2008, a trust**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Lot Line Adjustment Survey 2022-15985-adjusted Tract 1)

A part of the East half of the Northeast Quarter Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Commencing at the Northeast corner of the East half of the Northeast Quarter of said Section 19; thence N87°40’25”W 630.74 feet to a found ½” rebar, thence S08°10’09”W 1088.02 feet to a found ½” rebar, thence N86°40’29”W 242.37 feet to a found ½” rebar, thence S03°42’24”W 65.04 feet to a found ½” rebar being the true point of beginning, thence S03°42’38”W 35.97 feet to a set 5/8” rebar, thence S11°35’55”E 36.43 feet to a set 5/8” rebar, thence S13°10’19”E 18.28 feet to a set 5/8” rebar, thence S17°20’59”E 139.08 feet to a set 5/8” rebar, thence S25°05’20”E 15.74 feet to a set 5/8” rebar, thence S12°35’03”E 80.97 feet to a set 5/8” rebar, thence N89°22’48”W 3.93 feet to a set 5/8” rebar, thence S82°44’40”W 53.00 feet to a set 5/8” rebar, thence S80°30’18”W 33.93 feet to a set 5/8” rebar, thence S01°30’43”E passing a found ½” rebar at a distance of 271.34 feet and continuing for a total distance of 304.20 feet to the centerline of Reed Valley Road; thence along said centerline; S75°28’00”W 329.30 feet, thence leaving said centerline N01°57’13”W passing a found ½” rebar at a distance of 31.60 feet and continuing for a total distance of 560.69 feet to a found ½” rebar, thence N02°42’33”E 293.85 feet to a set 5/8” rebar; thence S67°06’26”E 169.61 feet to a set 5/8” rebar, thence S63°47’41”E 74.90 feet to a set 5/8” rebar, thence S69°23’29”E 114.88 feet to a found ½” rebar, to the point of beginning. Containing 5.897 acres more or less. Subject to easements and rights of way of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and also part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), all in Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the northwest corner of said SE1/4 of the NE1/4; thence along the Grantor’s west property line, N 02°42'48" E 127.64 feet; thence leaving said west line, S 20°20'55" E 125.54 feet; thence S 01°57'13" E 557.71 feet to the Grantor’s south line; thence along said south line, S 77°02'01" W 50.94 feet to the Grantor’s west line; thence leaving said south line, N 01°57'13" W 559.34 feet along said west line; to the Point of Beginning (POB), containing 31,065 sq. ft., or 0.71 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Aaron Ray Harris and Cristina Harris Revocable Living Trust dated the 8th day of June, 2008, a trust

_____ **Aaron Ray Harris, Trustee**

_____ **Cristina Harris, Trustee**

ACKNOWLEDGMENT

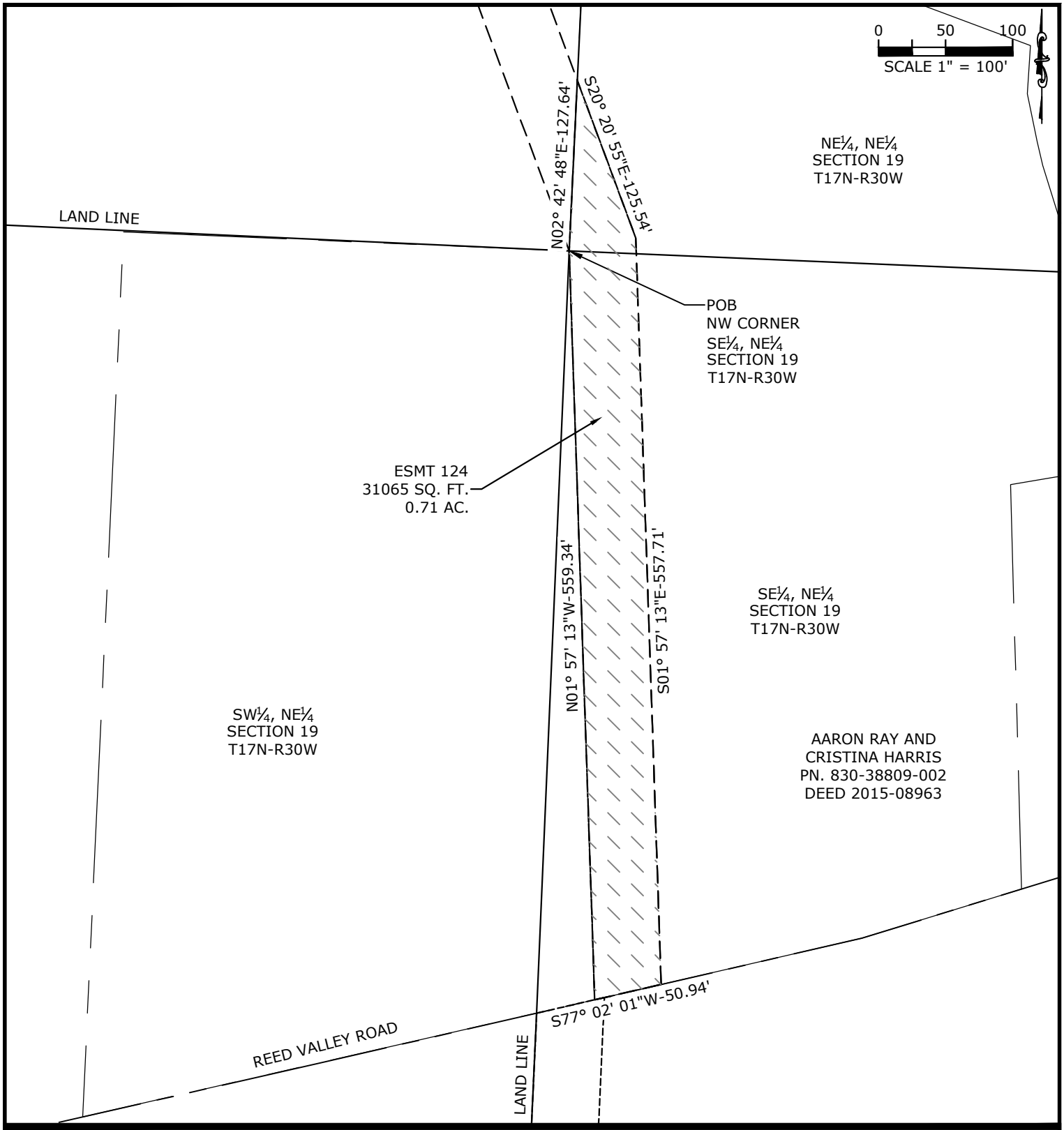
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Aaron Ray Harris and Cristina Harris, Trustees of the Aaron Ray Harris and Cristina Harris Revocable Living Trust dated the 8th day of June, 2008, a trust**, to me well known as the persons who executed the foregoing document, and who 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 830-38809-002 — TAX PARCEL NUMBER
- 2015-08963 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 02/14/2023	REVISION: 1
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 124
AARON RAY & CRISTINA HARRIS

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	1668 Reed Valley Road Tontitown, Arkansas 72704
Client:	McClelland Consulting Engineers
Fee Owner:	Aaron Ray Harris and Cristina Harris Revocable Living Trust
Mailing Address:	1668 Reed Valley Road Tontitown, Arkansas 72704

Area Of The Whole:	5.897± ACS	Permanent Easement	0.71± AC
Area Of Remainder:	5.897± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued Single-Family Residential use
Remainder Property	Continued Single-Family Residential use

ACQUISITION COMPENSATION:

Before			
Land: 5.897± ACS	$	475,250	
Improvements: Not Appraised	$		
Total:		$	475,250
After			
Land: 5.897± ACS	$	424,150	
Improvements: Not Appraised	$		
Total		$	424,150
FAIR MARKET VALUE OF ACQUISITION		$	51,100
Total Compensation as of: April 20, 2023		$	**51,100**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.71± Acre (Rounded)	$	51,100
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**51,100**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



Blake Hopper, RA4720
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Aaron R & Cristina Harris Revocable Living Trust
1668 Reed Valley Road
Fayetteville, AR 72704

RE: West Transmission Main Line
Parcel No. 830-38809-002
Tract 124
Offer to purchase easement

Dear Mr. & Mrs. Harris:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$51,100.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Scott Musgrave and Belinda Musgrave

Tract No. 125

West Transmission Main
Parcel No. 830-38235-000
Tract No. 125

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Scott Musgrave and Belinda Musgrave, husband and wife**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Quitclaim Deeds: 1347-290 & 847)

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 17 North, Range 30 West, of the 5th P.M. more particularly described as beginning at the Northeast corner of said forty acre tract and running thence West 22 rods, thence South 25 rods, thence East 22 rods, thence North 25 rods to the place of beginning, containing 4 acres more or less, and the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of said Section 19, Township 17 North, Range 30 West, containing in all 40 acres, more or less, or total of 44 acres.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the SE Corner of the NW1/4 of the NE1/4; thence N 20°20'55" W 308.51 feet; thence N 24°56'03" E 187.35 feet; thence N 02°42'48" E 769.20 feet; thence N 87°17'11" W 1499.19 feet; thence N 02°28'24" E 49.79 feet to the south Right-of-Way (ROW) line of Steele Road; thence along said south ROW for the following four calls: thence S 87°31'36" E 233.02 feet; thence S 87°14'39" E 1043.24 feet; thence S 87°47'00" E 108.71 feet; thence along a non-tangent curve to the left, an arc distance of 166.81 feet, said curve having a radius of 524.64 feet, and a chord bearing and distance of N 84°35'37" E 166.11 feet to the east line of said NW1/4 of the NE1/4; thence leaving said south ROW, S 02°42'48" W 853.42 feet along said east line; thence leaving said east line, S 24°56'03" W 176.31 feet; thence S 20°20'55" E 170.21 feet to the east line of said NW1/4 of the NE1/4; thence along said east line, S 02°42'48" W 127.64 feet; to the Point of Beginning (POB ESMT), containing 139,097 sq. ft., or 3.19 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____ _____

Scott Musgrave **Belinda Musgrave**

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Scott Musgrave and Belinda Musgrave, husband and wife**, to me well known as the persons who executed the foregoing document, and who 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public

West Transmission Main
Parcel No. 830-38235-000
Tract No. 125

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Scott Musgrave and Belinda Musgrave, husband and wife**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of 48-inch water main, to-wit:

PROPERTY DESCRIPTION: (Quitclaim Deeds: 1347-290 & 847)

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 17 North, Range 30 West, of the 5th P.M. more particularly described as beginning at the Northeast corner of said forty acre tract and running thence West 22 rods, thence South 25 rods, thence East 22 rods, thence North 25 rods to the place of beginning, containing 4 acres more or less, and the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of said Section 19, Township 17 North, Range 30 West, containing in all 40 acres, more or less, or total of 44 acres.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 19, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the NW1/4 of the NE1/4; thence N 20°20'55" W 308.51 feet; thence N 24°56'03" E 187.35 feet; thence N 02°42'48" E 719.20 feet to the Point of Beginning (POB TCE); thence N 87°17'11" W 50.00 feet; thence N 02°42'48" E 50.00 feet; thence S 87°17'11" E 50.00 feet; thence S 02°42'48" W 50.00 feet; to the Point of Beginning (POB TCE), containing 2,500 sq. ft., or 0.06 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Scott Musgrave

Belinda Musgrave

ACKNOWLEDGMENT

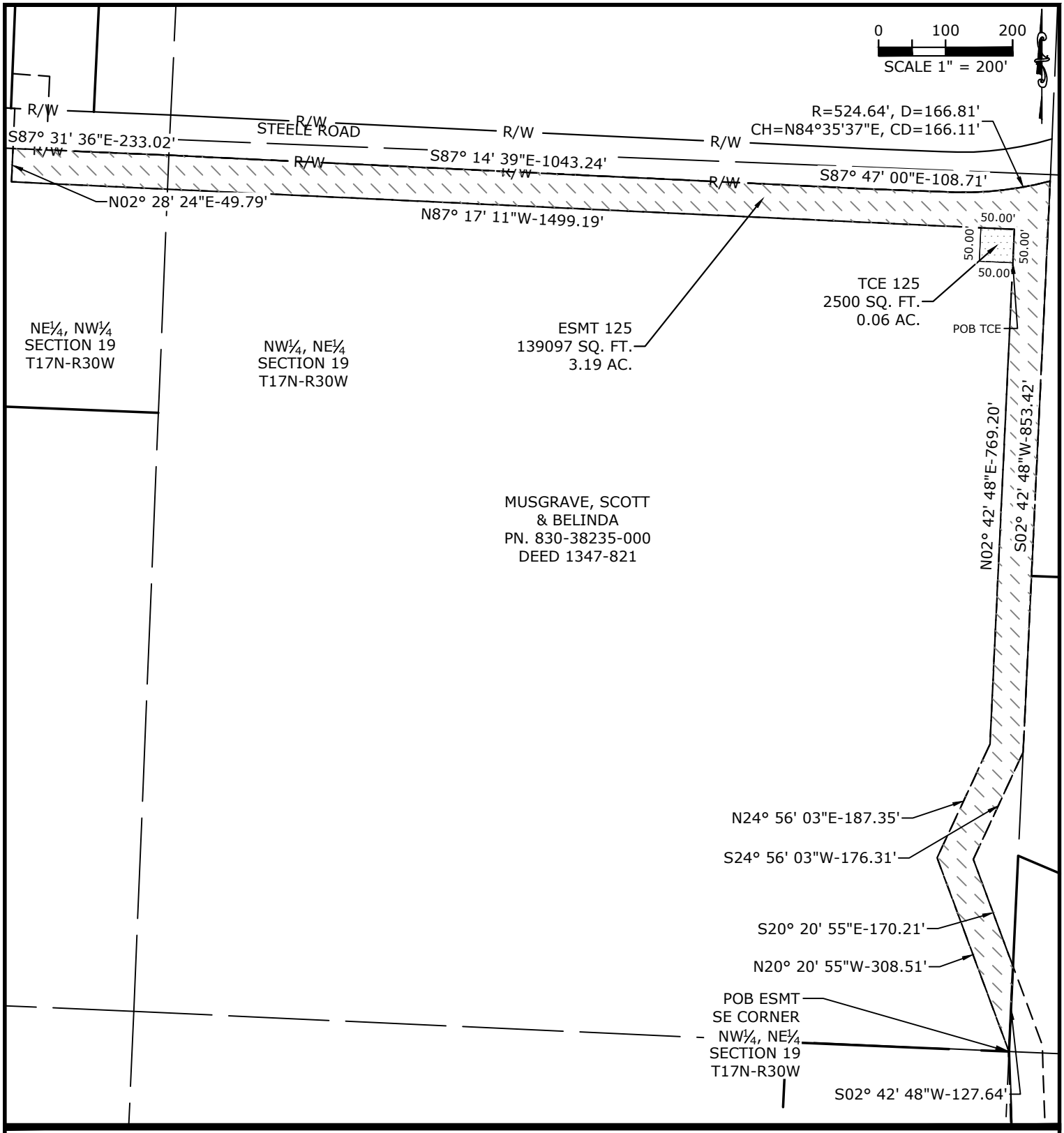
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Scott Musgrave and Belinda Musgrave, husband and wife**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she/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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 830-38235-000 — TAX PARCEL NUMBER
- 1347-821 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
05/08/23	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 125
MUSGRAVE, SCOTT & BELINDA

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	1205, 1301, 1223 Steele Road, Springdale, Arkansas (Tontitown)
Client:	McClelland Consulting Engineers
Fee Owner:	Scott Musgrave and Belinda Musgrave
Mailing Address:	1205, 1301, 1223 Steele Road, Springdale, Arkansas

Area Of The Whole:	44.00± ACS	Permanent Easement	3.19± ACS
Area Of Remainder:	44.00± ACS	Temporary Construction Easement	0.06± ACS
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued residential use in the interim; residential development in the future. (see Highest and Best Use section)
Remainder Property	Continued residential use in the interim; residential development in the future. (see Highest and Best Use section)

ACQUISITION COMPENSATION:

Before			
Land: 44.00± ACS	$	1,540,000	
Improvements: Pond	$	10,000	
Total:		$	1,550,000
After			
Land: 44.00± ACS	$	1,459,850	
Improvements: Not Applicable	$		
Total		$	1,459,850
FAIR MARKET VALUE OF ACQUISITION		$	90,150
Plus: TCE			200
Total Compensation as of: June 7, 2023		$	**90,350**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 3.19± Acres (Rounded)	$	80,150
Temporary Construction Easement: 0.06± Acre (Rounded)	$	200
Improvements: Pond	$	10,000
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**90,350**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.



Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



Blake Hopper, RA4720
REED & ASSOCIATES, INC.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Scott & Belinda Musgrave
1301 Steele Rd
Springdale, AR 72762-0972

RE: West Transmission Main Line
Parcel No. 830-38235-000
Tract 125
Offer to purchase easement

Dear Mr. & Mrs. Musgrave:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$90,350.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

James Galloway and Patricia Galloway

Tract No. 133

West Transmission Main
Parcel No. 830-38206-000
Tract No. 133

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **James Galloway and Patricia Galloway**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed: 2011-22605)

A part of the Southeast Quarter (SE1/4) of the Fractional Southwest Quarter (SW1/4) of Section Eighteen(18), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Southeast corner of said 40 acre tract, said point being an existing cotton spindle in Steele Road; thence S89°23’08”W along the South line of said 40 acre tract 115 feet to a set cotton spindle in Steele Road for the True Point of Beginning; thence N00°09’43”W 378.78 feet to an existing iron; thence N00°27’09”E 38.11 feet to an existing fence corner; thence S60°47’05”W 144.21 feet to an existing iron; thence S00°28’03”E 347.84 feet to a cotton spindle set in Steel Road; thence N89°23’08”E 123.81 feet to the Point of Beginning, containing 1.10 acres, more or less, Washington County, Arkansas. The above described 1.10-acre tract being subject to the right of way of Steele Road along the entire South boundary. The above described 1.10-acre tract also being subject to a power line along the entire south boundary.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the south line of said SE1/4 of the SW1/4, N 87°42'10" W 182.96 feet; thence leaving said south line, N 02°28'24" E 36.76 feet to the north Right-of-Way of Steele Road, and to the Point of Beginning (POB ESMT): thence along said north ROW, N 87°32'37" W 55.73 feet to the Grantor’s west line; thence leaving said north ROW, N 02°22'57" E 51.64 feet along said west line; thence leaving said west line, S 85°51'41" E 55.84 feet; thence S 02°28'24" W 50.00 feet; to the Point of Beginning (POB ESMT), containing 2,834 sq. ft., or 0.07 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____ _____

James Galloway **Patricia Galloway**

ACKNOWLEDGMENT

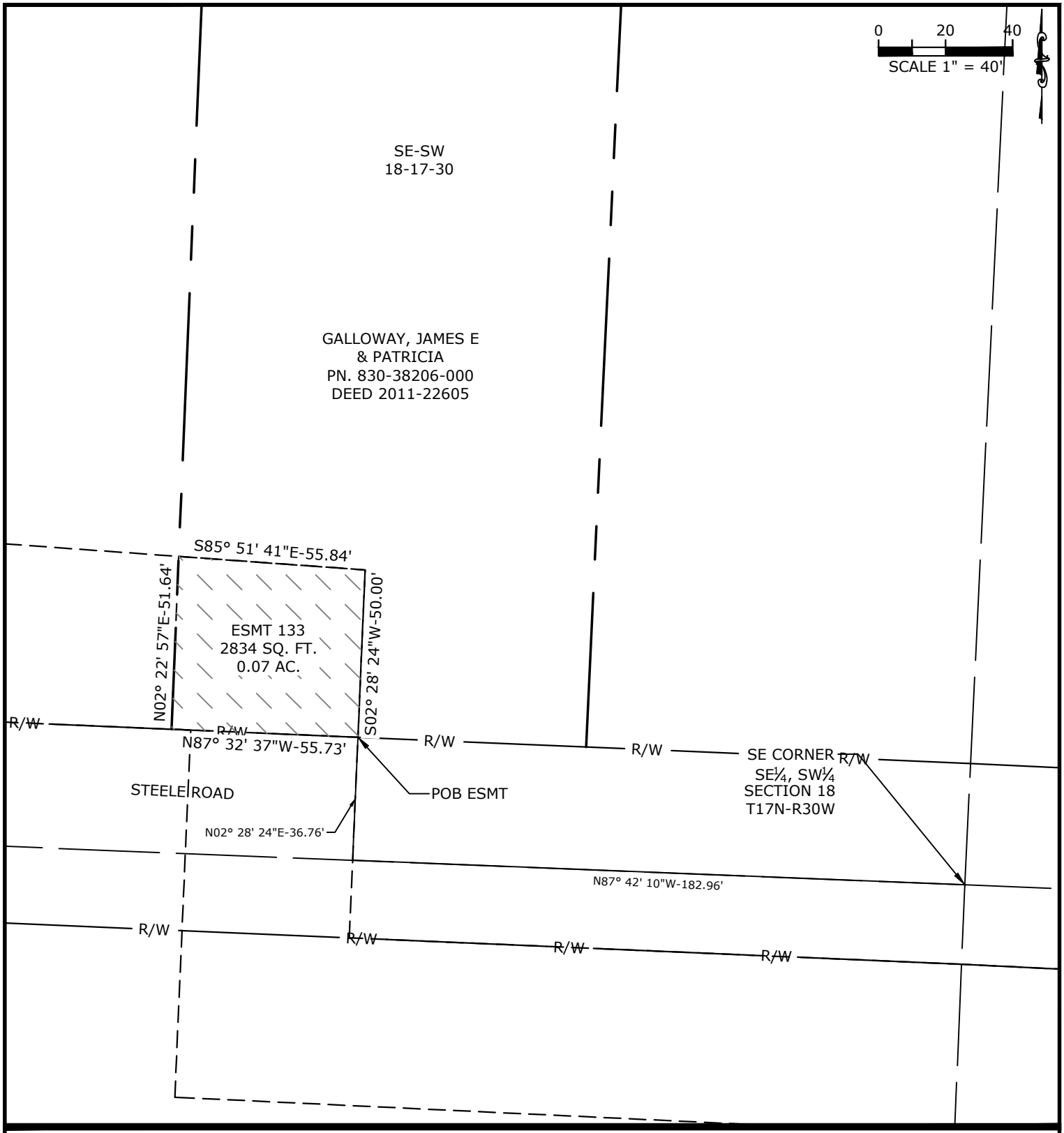
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **James Galloway and Patricia Galloway**, to me well known as the persons who executed the foregoing document, and who 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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 830-38206-000 — TAX PARCEL NUMBER
- 2011-22605 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
05/08/23	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 133
GALLOWAY, JAMES E & PATRICIA

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	1142 Steele Road, Springdale, Arkansas (Tontitown)
Client:	McClelland Consulting Engineers
Fee Owner:	James Galloway and Patricia Galloway
Mailing Address:	1142 Steele Road, Springdale, Arkansas

Area Of The Whole:	1.10± ACS	Permanent Easement	0.07± ACS
Area Of Remainder:	1.10± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued residential use.
Remainder Property	Continued residential use.

ACQUISITION COMPENSATION:

Before			
Land: 1.10± ACS	$	103,050	
Improvements: Not Appraised	$		
Total:		$	103,050
After			
Land: 1.10± ACS	$	99,650	
Improvements: Not Appraised	$		
Total		$	99,650
FAIR MARKET VALUE OF ACQUISITION		$	3,400
Total Compensation as of: June 7, 2023		$	**3,400**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.07± Acre (Rounded)	$	3,400
Temporary Construction Easement:	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**3,400**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.

Blake Hopper, RA4720
REED & ASSOCIATES, INC.

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

James E. & Patricia Galloway
1142 Steele Rd
Springdale, AR 72762-6245

RE: West Transmission Main Line
Parcel No. 830-38206-000
Tract 133
Offer to purchase easement

Dear Mr. & Mrs. Galloway:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$3,400.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

James Paul Galloway and Shawna Galloway

Tract No. 134

West Transmission Main
Parcel No. 830-38208-000
Tract No. 134

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **James Paul Galloway and Shawna Galloway, husband and wife**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: ((Deed: 96-30206)

A part of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southeast corner of said SE1/4 SW1/4; thence along the South line of the SE1/4 SW1/4; thence along the South line of the SE1/4 SW1/4 South 89 degrees 35 minutes 05 seconds West 245.33 feet; thence North 00 degrees 07 minutes 15 seconds West 47.70 feet to a set 5/8 inch diameter rebar pin (rebar) for a POINT OF BEGINNING; thence North 00 degrees 07 minutes 15 seconds West 311.14 feet to a rebar; thence South 89 degrees 52 minutes 43 seconds West 150 feet to a rebar; thence South 00 degrees 07 minutes 17 seconds East 311.14 feet to a rebar; thence North 89 degrees 52 minutes 52 minutes 43 seconds East 140.00 feet to the Point of Beginning, containing 1.00 acre, more or less. Subject to the right of way of County Road #90 and utility easements of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 18, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the SE1/4 of the SW1/4 of Section 18, Township 17 North, Range 30 West; thence along the south line of said SE1/4 of the SW1/4, N 87°42'10" W 238.64 feet; thence leaving said south line, N 02°22'57" E 36.92 feet to the north Right-of-Way (ROW) of Steele Road, and to the Point of Beginning (POB ESMT): thence along said north ROW, N 87°32'37" W 139.99 feet to the Grantor’s west line; thence leaving said north ROW, N 02°22'44" E 50.00 feet along said west line; thence leaving said west line, S 80°37'15" E 141.04 feet; thence S 02°22'57" W 33.00 feet; to the Point of Beginning (POB ESMT), containing 5,810 sq. ft., or 0.13 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

James Paul Galloway

Shawna Galloway

ACKNOWLEDGMENT

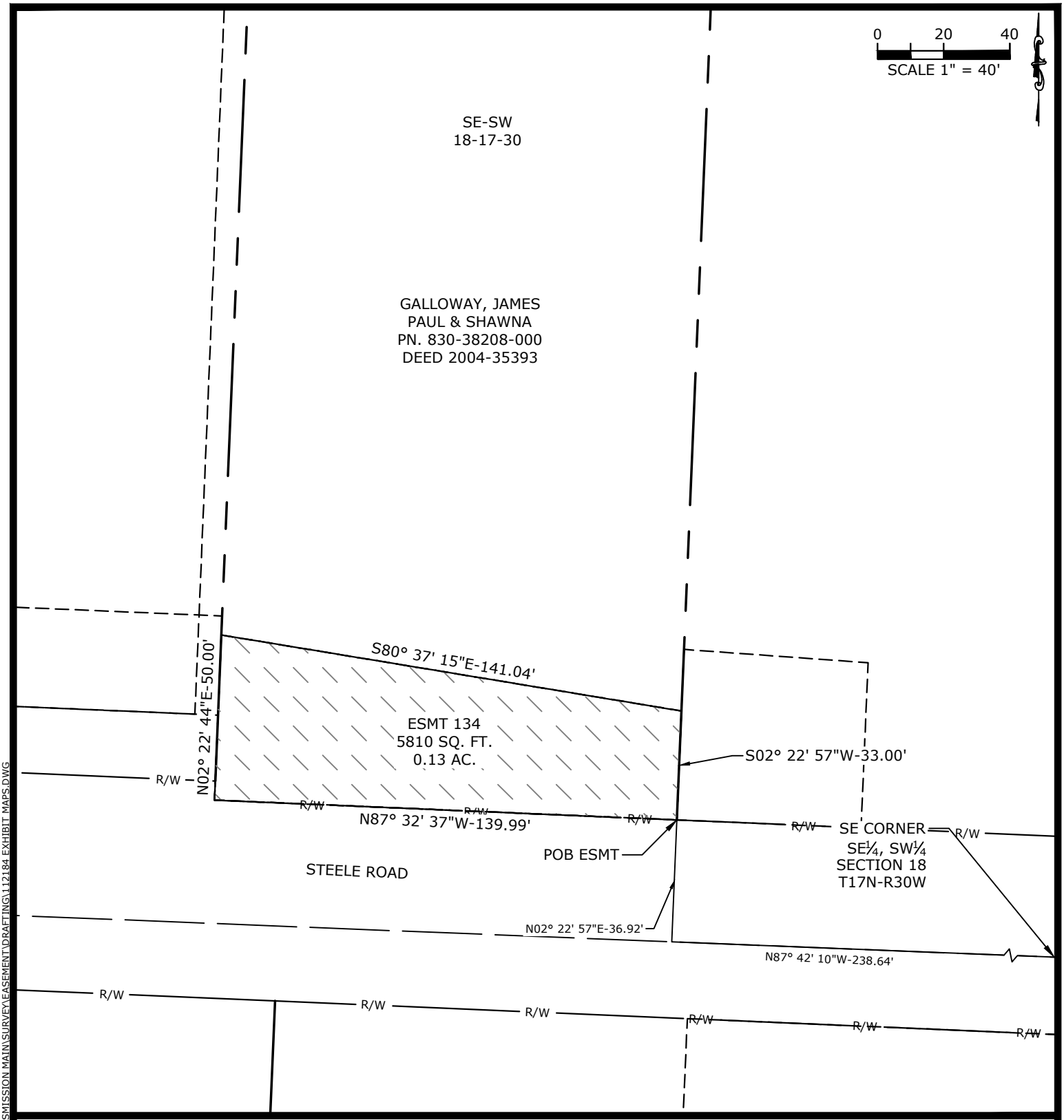
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **James Paul Galloway and Shawna Galloway, husband and wife**, to me well known as the persons who executed the foregoing document, and who 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 _____, 2023.

MY COMMISSION EXPIRES:

Notary Public



LEGEND

- 830-38208-000 — TAX PARCEL NUMBER
- 2004-35393 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
08/11/23	2
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 134
GALLOWAY, JAMES PAUL & SHAWNA

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McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

W:\2022\11-2184 - FAYETTEVILLE WEST TRANSMISSION MAIN\SURVEY\EASEMENT\DRAFTING\11-2184 EXHIBIT MAPS.DWG

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	1134 Steele Road, Springdale, Arkansas (Tontitown)
Client:	McClelland Consulting Engineers
Fee Owner:	James Paul Galloway and Shawna Galloway
Mailing Address:	1134 Steele Road, Springdale, Arkansas

Area Of The Whole:	1.00± ACS	Permanent Easement	0.17± ACS
Area Of Remainder:	1.00± ACS		
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued residential use.
Remainder Property	Continued residential use.

ACQUISITION COMPENSATION:

Before			
Land: 1.00± ACS	$	93,650	
Improvements: One Tree	$	1,000	
Total:		$	94,650
After			
Land: 1.00± ACS	$	84,250	
Improvements: Not Appraised	$		
Total		$	84,250
FAIR MARKET VALUE OF ACQUISITION		$	10,400
Total Compensation as of: June 7, 2023		$	**10,400**

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.17± Acre (Rounded)	$	9,400
Temporary Construction Easement:	$	0
Improvements: One Tree	$	1,000
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**10,400**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie Reed Hampton, CG3642
REED & ASSOCIATES, INC.

Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.

Blake Hopper, RA4720
REED & ASSOCIATES, INC.

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

James Paul & Shawna Galloway
1134 Steele Rd
Springdale, AR 72762-6245

RE: West Transmission Main Line
Parcel No. 830-38208-000
Tract 134
Notification Letter

Dear Mr. & Mrs. Galloway:

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of $6,720.00 for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Eva and Dennis Moser

Tract No. 167

West Transmission Main
Parcel No. 815-33679-300
Tract No. 167

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Eva Moser and Dennis Moser, wife and husband**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed: 2003-41718

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirty Six (36), Township Eighteen (18) North, Range Thirty-one (31) West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point S 0 degrees 51’50”W 1023.77 feet from the Northeast corner of said Section Thirty-six (36); thence N 88 degrees 51’34” W 938.01 feet to the East right of way line of Arkansas Highway 112; thence along said right of way line S11 degrees 07’09” E 18.39 feet; thence S14 degrees 25’43”E 168.20 feet; thence leaving said right of way line S89 degrees 51’34”E 889.83 feet along an existing fence; thence leaving said fence N 0 degrees 51’50”E 180 feet to the point of beginning and containing 3.78 acres, more or less, being subject to a 25-foot building setback and utility easements which lies on the west side of herein described tract.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE ¼) of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the NE1/4 of the NE1/4 of said Section 36; thence along the east line of said NE1/4 of the NE1/4, N 03°07'48" E 120.83 feet to the Grantor’s south line and to the Point of Beginning (POB ESMT); thence leaving said east line, N 86°38'08" W 30.00 feet along said south line; thence leaving said south line, N 03°07'48" E 24.58 feet; thence S 86°52'12" E 18.00 feet; thence N 03°07'48" E 55.00 feet; thence N 86°52'12" W 18.00 feet; thence N 03°07'48" E 100.42 feet to the Grantor’s north line; thence along said north line, S 86°38'08" E 30.00 feet to the east line of said NE1/4 of the NE1/4; thence leaving said north line, S 03°07'48" W 180.00 feet along said east line, to the Point of Beginning (POB), containing 4,410 sq. ft., or 0.10 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Eva Moser

Dennis Moser

A C K N O W L E D G M E N T

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, **Eva Moser and Dennis Moser, wife and husband,** to me well known as the persons who executed the foregoing document, and who 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 _____, 2023.

Notary Public

MY COMMISSION EXPIRES:

West Transmission Main
Parcel No. 815-33679-300
Tract No. 167

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Eva Moser and Dennis Moser, wife and husband**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of West Transmission Main to-wit:

PROPERTY DESCRIPTION: Warranty Deed: 2003-41718

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirty Six (36), Township Eighteen (18) North, Range Thirty-one (31) West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point S 0 degrees 51’50”W 1023.77 feet from the Northeast corner of said Section Thirty-six (36); thence N 88 degrees 51’34” W 938.01 feet to the East right of way line of Arkansas Highway 112; thence along said right of way line S11 degrees 07’09” E 18.39 feet; thence S14 degrees 25’43”E 168.20 feet; thence leaving said right of way line S89 degrees 51’34”E 889.83 feet along an existing fence; thence leaving said fence N 0 degrees 51’50”E 180 feet to the point of beginning and containing 3.78 acres, more or less, being subject to a 25-foot building setback and utility easements which lies on the west side of herein described tract.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE ¼) of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the NE1/4 of the NE1/4 of said Section 36; thence along the east line of said NE1/4 of the NE1/4, N 03°07'48" E 120.83 feet to the Grantor’s south line; thence leaving said east line, N 86°38'08" W 30.00 feet along said south line; thence leaving said south line, N 03°07'48" E 24.58 feet to the Point of Beginning (POB TCE); thence S 86°52'12" E 18.00 feet; thence N 03°07'48" E 55.00 feet; thence N 86°52'12" W 14.00 feet; thence S03°07’48” W 45.00 feet; thence N86°52’12” W 4.00 feet; thence S03°17’48” W 10 feet to the Point of Beginning (POB TCE), containing 810 sq. ft., or 0.02 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Eva Moser

Dennis Moser

A C K N O W L E D G M E N T

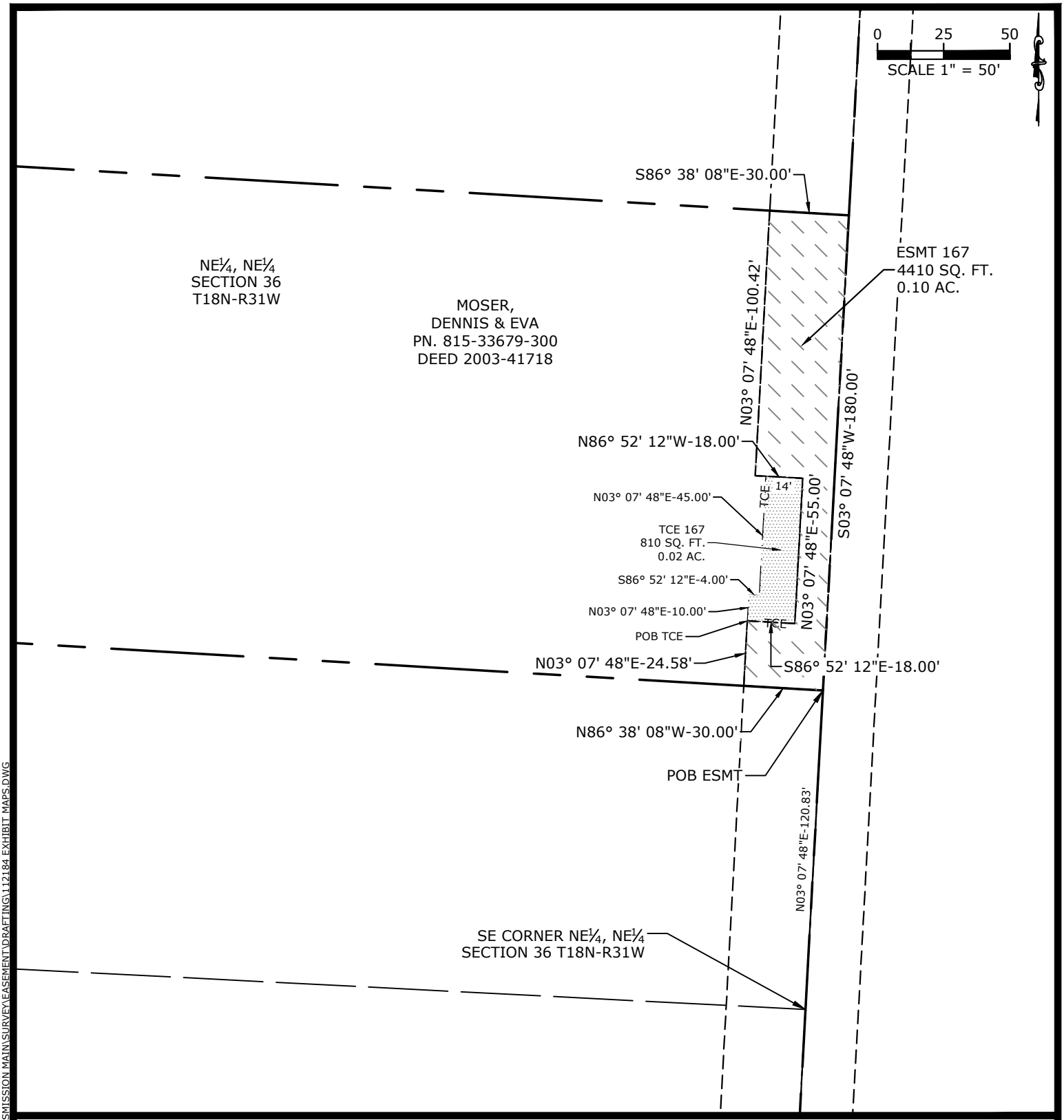
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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, **Eva Moser and Dennis Moser, wife and husband,** to me well known as the persons who executed the foregoing document, and who 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 _____, 2023.

Notary Public

MY COMMISSION EXPIRES:



LEGEND

- 815-33679-300 — TAX PARCEL NUMBER
- 2003-41718 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 09/11/2023	REVISION: 3
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 167
MOSER, DENNIS W & EVA M

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2023

W:\2022\11-2184 - FAYETTEVILLE WEST TRANSMISSION MAIN\SURVEY\EASEMENT\DRAFTING\11-2184 EXHIBIT MAPS.DWG

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	21694 S. Highway 112, Springdale, AR
Client:	McClelland Consulting Engineers
Fee Owner:	Eva and Dennis Moser
Mailing Address:	21694 S. Highway 112, Springdale, AR

Area Of The Whole:	3.78± ACS		
Area Of Remainder:	3.78± ACS	Permanent Easement	0.12± AC
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued Single-Family Residential Use
Remainder Property	Continued Single-Family Residential Use

ACQUISITION COMPENSATION:

Before			
Land: 3.78± ACS	$	181,150	
Improvements: Barn/Lean To	$	43,250	
Total:		$	224,400
After			
Land: 3.78± ACS	$	178,150	
Improvements: Not Applicable	$		
Total		$	178,150
FAIR MARKET VALUE OF ACQUISITION		$	46,250
		$	
Total Compensation as of: February 17, 2023		$	46,250

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.12± Acre (Rounded)	$	3,000
Temporary Construction Easement: Not Applicable	$	0
Improvements: Barn/Lean To	$	43,250
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**46,250**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Eva & Dennis Moser
21694 S Hwy 112
Springdale, AR 72762

RE: West Transmission Main Line
Parcel No. 815-33679-300
Tract 167
Offer to purchase easement

Dear Mr. & Mrs. Moser,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$8,100.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Jason M. Thomas and

Jennifer A. Olivero Sanchez

Tract No. 169

West Transmission Main
Parcel No. 815-33679-200
Tract No. 169

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Jason M. Thomas and Jennifer A. Olivero Sanchez, husband and wife**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref: 2021-27731)

Part of the NE1/4 of the NE1/4 of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, and being more particularly described as follows: Beginning at a point that is South 0°51’50” West 160.00 feet from the Northeast corner of the NE1/4 of the NE1/4 of said Section 36 and running thence South 0°51’50” West 638.77 feet along the East line of said 40 acre tract to a ½” rebar; thence leaving said East line and running North 88°51’37” West 980.62 feet to a ½” rebar located on the East right of way line of Arkansas State Highway No. 112; thence Northwesterly along said right of way the following: North 8°58’35” West 406.06 feet and North 13°57’02” West 238.13 feet to a ½” rebar; thence leaving said right of way and running South 89°13’05” East 1096.89 feet to the point of beginning, containing 15.02 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of the NE1/4 of the NE1/4 of said Section 36; thence along the east line of said NE1/4 of the NE1/4, S 02°55'50" W 23.89 feet; thence continuing along said east line, S 03°07'48" W 139.41 feet to the Grantor’s northeast property corner and to the Point of Beginning (POB); thence along the Grantor’s east line, S 03°07'48" W 638.77 feet to the Grantor’s south line; thence leaving said east line, N 86°38'08" W 30.00 feet along said south line; thence leaving said south line, N 03°07'48" E 638.58 feet to the Grantor’s north line; thence along said north line, S 86°59'39" E 30.00 feet; to the Point of Beginning (POB), containing 19,160 sq. ft., or 0.44 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee’s easement shall be exclusive and that Grantor and/or Grantor’s successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____ _____
Jason M. Thomas **Jennifer A. Olivero Sanchez**

A C K N O W L E D G M E N T

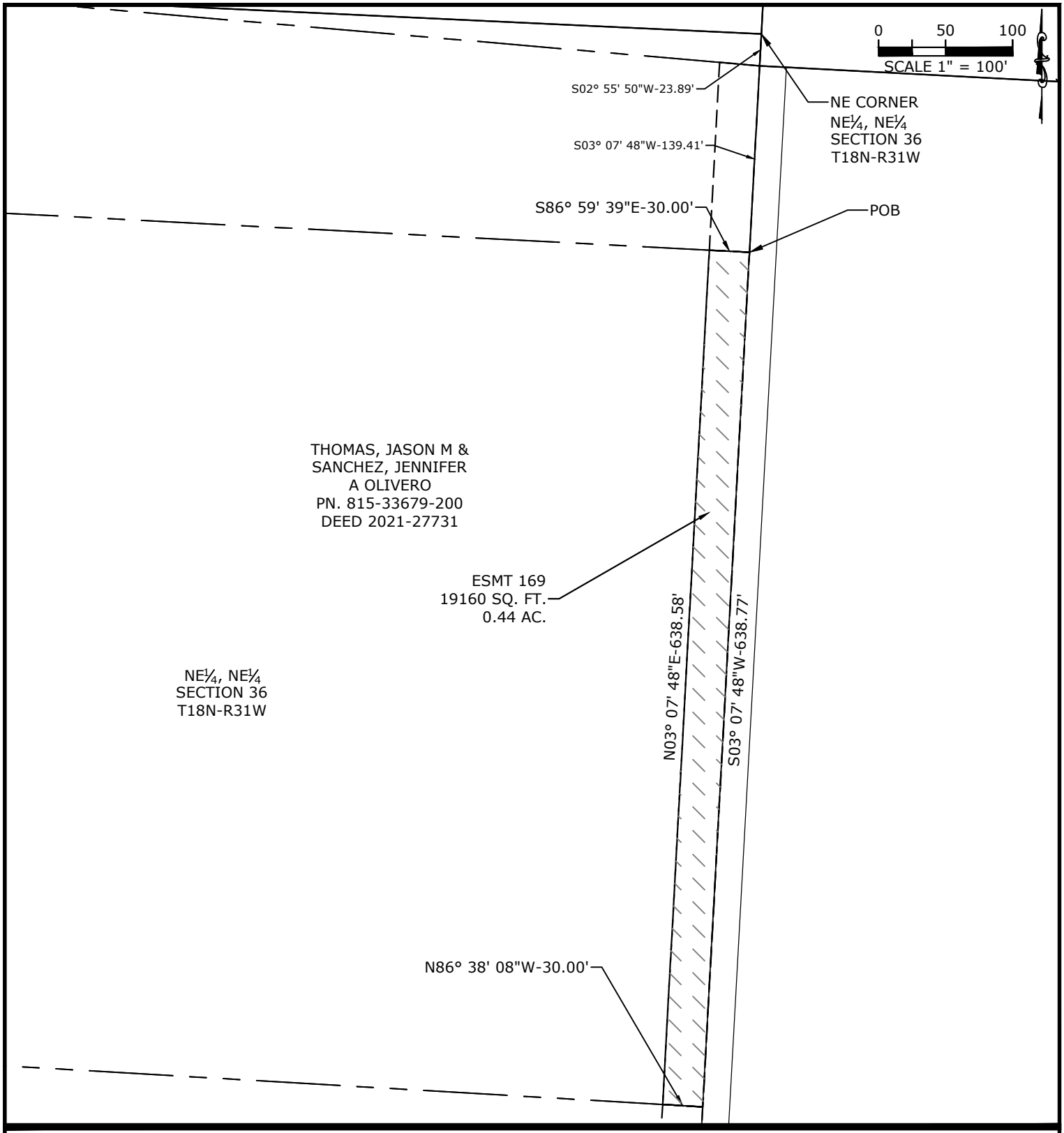
STATE OF _____)
) ss.
COUNTY OF _____)

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, **Jason M. Thomas and Jennifer A. Olivero Sanchez, husband and wife,** to me well known as the persons who executed the foregoing document, and who 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 _____, 2023..

_____
Notary Public

MY COMMISSION EXPIRES:



LEGEND

- 815-33679-200 — TAX PARCEL NUMBER
- 2021-27731 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
03/08/23	1
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 169
THOMAS, JASON M & SANCHEZ, JENNIFER A OLIVERO

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	21740 S. Highway 112, Springdale, AR
Client:	McClelland Consulting Engineers
Fee Owner:	Jason M. Thomas and Jennifer A. Olivero Sanchez
Mailing Address:	21740 S. Highway 112, Springdale, AR

Area Of The Whole:	15.02± ACS		
Area Of Remainder:	15.02± ACS	Permanent Easement	0.44± AC
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued Single-Family Residential Use
Remainder Property	Continued Single-Family Residential Use

ACQUISITION COMPENSATION:

Before			
Land: 15.02± ACS	$	588,850	
Improvements:	$		
Total:		$	588,850
After			
Land: 15.02± ACS	$	580,200	
Improvements: Not Applicable	$		
Total		$	580,200
FAIR MARKET VALUE OF ACQUISITION		$	8,650
		$	
Total Compensation as of: April 12, 2023		$	8,650

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.44± Acre (Rounded)	$	8,650
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**8,650**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Jason Thomas & Jennifer Olivero Sanchez
21740 S Hwy 112
Springdale, AR 72762

RE: West Transmission Main Line
Parcel No. 815-33679-200
Tract 169
Offer to purchase easement

Dear Mr. Thomas & Ms. Sanchez,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of $31,600.00 for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Bobby and Juanita Chandler

Tract No. 169A

West Transmission Main
Parcel No. 815-33679-210
Tract No. 169A

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT **Juanita Faye Chandler, Successor Trustee, The Bobby J. Chandler Revocable Trust Dated: May 1, 2000, ½ interest and Juanita Faye Chandler, and Jennifer L. Mick, Trustees, The Juanita Faye Chandler Revocable Trust Dated: May 1, 2000, ½ interest** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Thirty-one (31) West, more particularly described as follows: beginning at the Northeast corner of said forty (40) acre tract, and running thence South 0 degrees 51 minutes 50 seconds West 1203.77 feet; thence North 88 degrees 51 minutes 34 seconds 889.83 feet to the East right of way line of State Highway No. 112; thence along the East right of way line the following: North 14 degrees 25 minutes 43 seconds West 168.20 feet; thence North 11 degrees 07 minutes 09 seconds West 124.08 feet; thence North 08 degrees 45 minutes 06 seconds West 123.56 feet; thence North 6 degrees 58 minutes 35 seconds West 406.06 feet; thence North 13 degrees 57 minutes 02 seconds West 403.57 feet to the North line of said forty (4) acre tract; thence South 89 degrees 13 minutes 05 seconds East 1139.19 feet to the point of beginning, containing 27.86 acres, more or less; LESS AND EXCEPT: Part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-six (36), Township Eighteen (18) North, Range Thirty-one (31) West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is South 00 degrees 51 minutes 50 seconds West 843.77 feet from the Northeast corner of said Section 36, and thence continuing South 00 degrees 51 minutes 50 seconds West 180 feet; thence North 88 degrees 51 minutes 34 seconds West 938.01 feet to the East right of way line of Arkansas Highway 112; thence along said East right of line North 11 degrees 07 minutes 09 seconds West 105.69 feet; thence along said East right of way line North 08 degrees 45 minutes 06 seconds West 74.31 feet; thence East to the point of beginning. ALSO LESS AND EXCEPT: Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirty Six (36), Township Eighteen (18) North, Range Thirty-one (31) West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point S 0 degrees 51'50"W 1023.77 feet from the Northeast corner of said Section Thirty-six (36); thence N 88 degrees 51'34" W 938.01 feet to the East right of way line of Arkansas Highway 112; thence along said right of way line S11 degrees 07'09" E 18.39 feet; thence S14 degrees 25'43"E 168.20 feet; thence leaving said right of way line S89 degrees 51'34"E 889.83 feet along an existing fence; thence leaving said fence N 0 degrees 51'50"E 180 feet to the point of beginning and containing 3.78 acres, more or less, being subject to a 25-foot building setback and utility easements which lies on the west side of herein described tract. ALSO LESS AND EXCEPT: Part of the NE1/4 of the NE1/4 of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, and being more particularly described as follows: Beginning at a point that is South 0°51'50" West 160.00 feet from the Northeast corner of the NE1/4 of the NE1/4 of said Section 36 and running thence South 0°51'50" West 638.77 feet along the East line of said 40 acre tract to a ½" rebar; thence leaving said East line and running North 88°51'37" West 980.62 feet to a ½" rebar located on the East right of way line of Arkansas State Highway No. 112; thence Northwesterly along said right of way the following: North 8°58'35" West 406.06 feet and North 13°57'02" West 238.13 feet to a ½" rebar; thence leaving said right of way and running South 89°13'05" East 1096.89 feet to the point of beginning, containing 15.02 acres, more or less and leaving approximately 1.05 acres, more or less.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _____ day of _____, 2023.

REVENUE STAMPS AFFIDAVIT

The foregoing deed has the correct amount of Revenue Stamps affixed to it or is **exempt** from such stamps.

Signed: _____

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

The Bobby J. Chandler Revocable Trust
Dated: May 1, 2000, ½ interest

_____
Juanita Faye Chandler, Successor Trustee
Bobby J. Chandler Revocable Trust

The Juanita Faye Chandler Revocable Trust
Dated: May 1, 2000, Amended: April 15, 2015 ½ interest

_____
Juanita Faye Chandler, Trustee
Juanita Faye Chandler Revocable Trust

_____
Jennifer L. Mick, Trustee
Juanita Faye Chandler Revocable Trust

A C K N O W L E D G M E N T

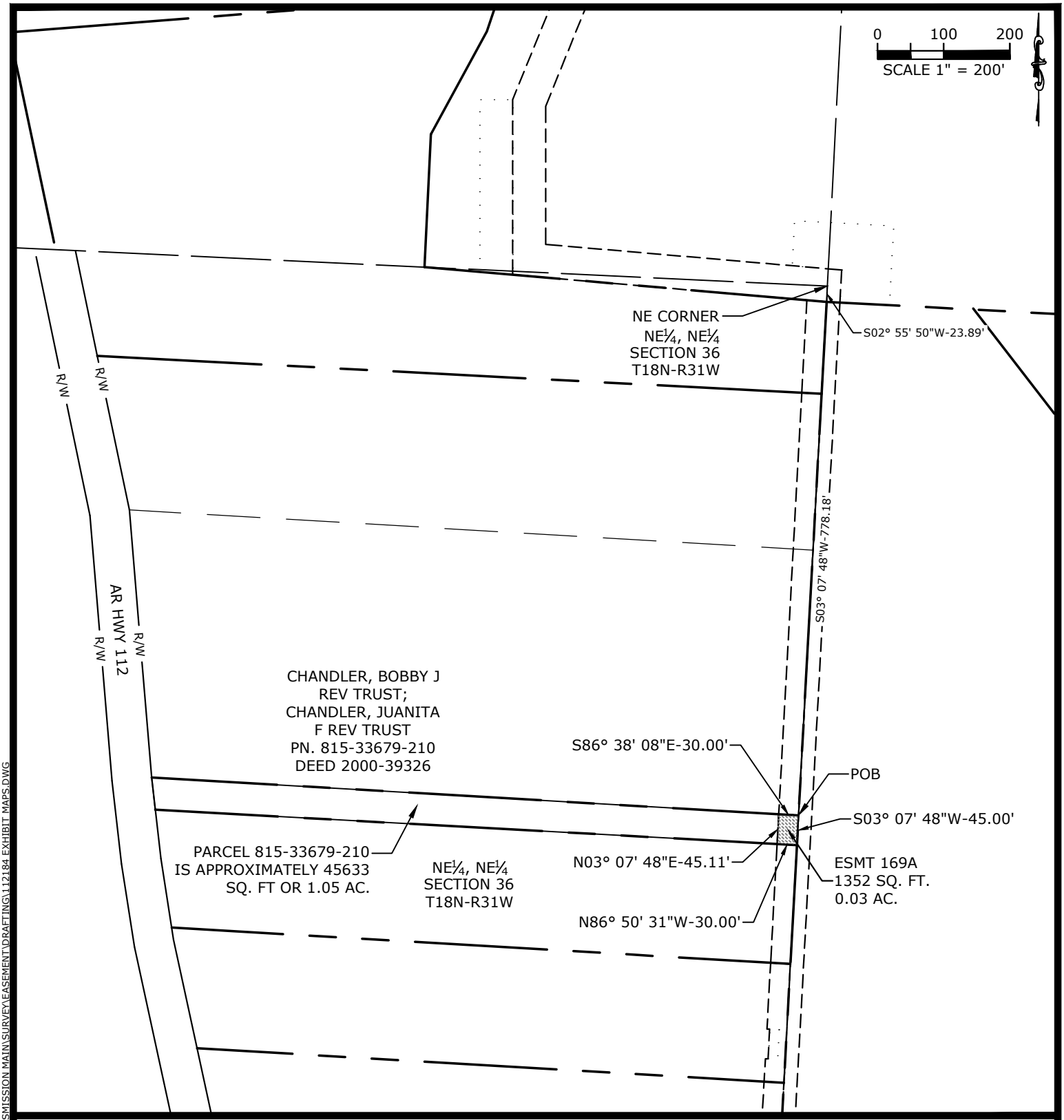
STATE OF _____)
) ss.
COUNTY OF _____)

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, **Juanita Faye Chandler, Successor Trustee, The Bobby J. Chandler Revocable Trust Dated: May 1, 2000, ½ interest and Juanita Faye Chandler, and Jennifer L. Mick, Trustees, The Juanita Faye Chandler Revocable Trust Dated: May 1, 2000, ½ interest,** to me well known as the persons who executed the foregoing document, and who 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 _____, 2023..

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 815-33679-210 — TAX PARCEL NUMBER
- 2000-39326 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
TW	JMT
DATE:	REVISION:
08/18/2023	2
SCALE:	PROJ. NUMBER:
AS NOTED	11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 169A
CHANDLER, BOBBY J REV TRUST; CHANDLER, JUANITA F REV TRUST

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2023

W:\2022\11-2184 - FAYETTEVILLE WEST TRANSMISSION MAIN\SURVEY\EASEMENT\DRAFTING\11-2184 EXHIBIT MAPS.DWG

CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Bobby J. Chandler Revocable Trust
Juanita F. Chandler Revocable Trust
351 W Baker Avenue
Springdale, AR 72762-9640

RE: West Transmission Main Line
Parcel No. 815-33679-210
Tract 169A
Offer to Purchase property

Dear Mrs. Chandler,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$41,025.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc

Brigitte L. Farris

Tract No. 170

West Transmission Main
Parcel No. 815-33679-500
Tract No. 170

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Brigitte L. Farris, Surviving spouse of Tracy J. Farris**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref: 99-101305)

A part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirty-six (36) Township Eighteen (18) North, Range Thirty-one (31) West more particularly described as follows, to-wit: Beginning at the Northeast corner of said Section Thirty-six (36), thence North 88 degrees 51 minutes 34 seconds West 1139.19 feet to the East right of way line of Arkansas Highway 112, thence South along said East right of way line 180 feet, thence East to a point 160 feet South 0 degrees 51 minutes 50 seconds West of the point of beginning, thence 160 feet North to the point of beginning (being the Northeast corner of Section 36).

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE ¼) of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of the NE1/4 of the NE1/4 of said Section 36; thence along the east line of said NE1/4 of the NE1/4, S 02°55'50" W 23.89 feet to the Grantor's northeast property corner and to the Point of Beginning (POB); thence along the Grantor's east property line, S 03°07'48" W 139.41 feet to the Grantor's south property line; thence leaving said east line, N 86°59'39" W 30.00 feet along said south line; thence leaving said south line, N 03°07'48" E 140.42 feet to the Grantor's north property line; thence along said north line, S 85°03'27" E 30.02 feet; to the Point of Beginning (POB), containing 4,197 sq. ft., or 0.10 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

_____ _____

Brigitte L. Farris **[spouse]**

ACKNOWLEDGMENT

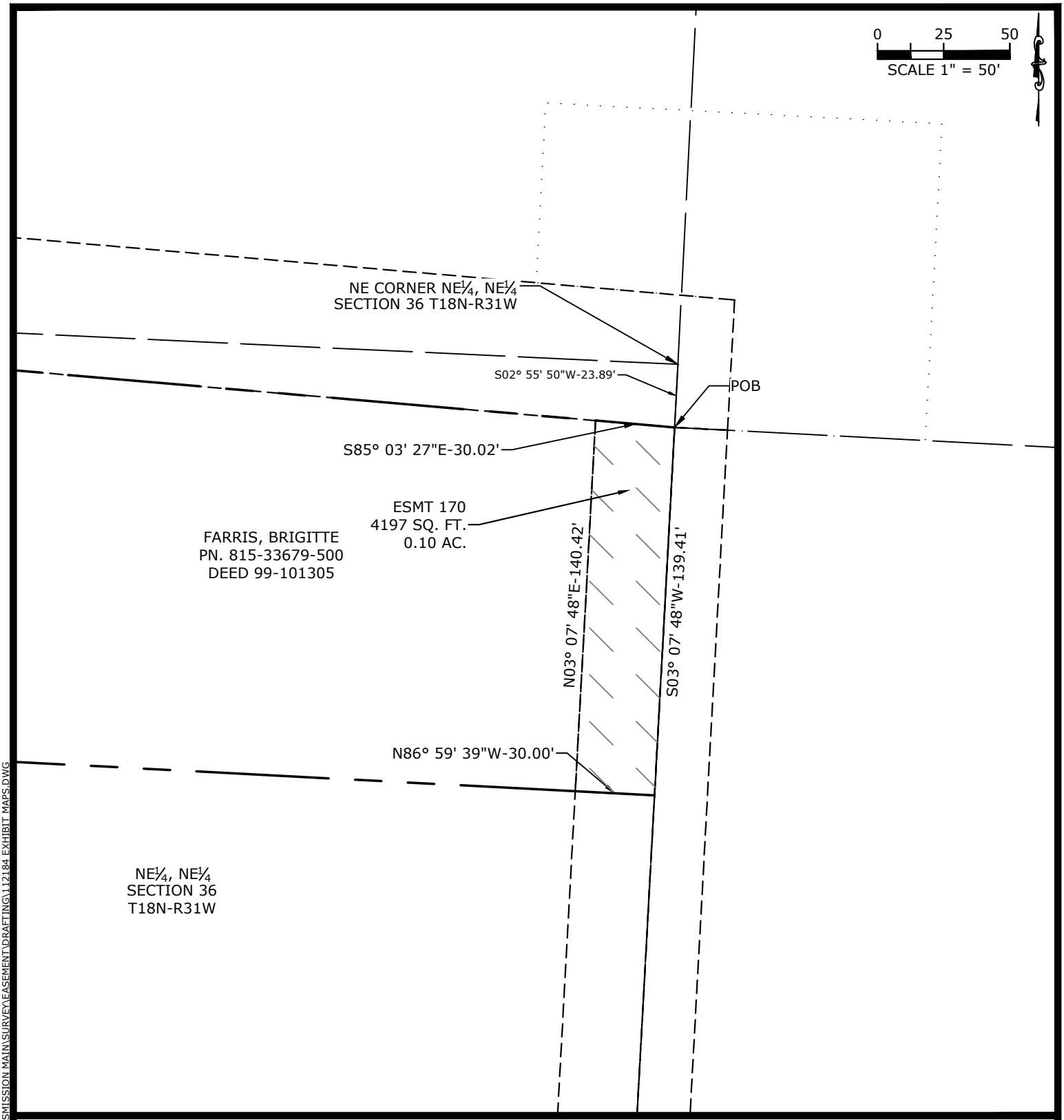
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Brigitte L. Farris, Surviving spouse of Tracy J. Farris** and ___ _____ her spouse, if any, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she/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 _____, 2023.

MY COMMISSION EXPIRES:

_____
Notary Public



LEGEND

- 815-33679-500 — TAX PARCEL NUMBER
- 99-101305 — DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW	DRAWN BY: JMT
DATE: 05/24/2023	REVISION: 2
SCALE: AS NOTED	PROJ. NUMBER: 11-2184

EX-1

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 170
FARRIS, BRIGITTE

©2023

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

W:\2022\11-2184 - FAYETTEVILLE WEST TRANSMISSION MAIN\SURVEY\EASEMENT\DRAFTING\11-2184 EXHIBIT MAPS.DWG

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	21772 S. Highway 112, Springdale, AR
Client:	McClelland Consulting Engineers
Fee Owner:	Tracy and Brigitte Farris
Mailing Address:	21772 S. Highway 112, Springdale, AR 72762

Area Of The Whole:	4.70± ACS		
Area Of Remainder:	4.70± ACS	Permanent Easement	0.10± AC
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued Single-Family Residential Use
Remainder Property	Continued Single-Family Residential Use

ACQUISITION COMPENSATION:

Before			
Land: 4.70± ACS	$	194,500	
Improvements:	$		
Total:		$	194,500
After			
Land: 4.70± ACS	$	192,450	
Improvements: Not Applicable	$		
Total		$	192,450
FAIR MARKET VALUE OF ACQUISITION		$	2,050
		$	
Total Compensation as of: April 12, 2023		$	2,050

ALLOCATION OF COMPENSATION

Land: Not Applicable	$	0
Permanent Easement: 0.10± Acre (Rounded)	$	2,050
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items:	$	0
Total Compensation:	**$**	**2,050**

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.



CITY OF
FAYETTEVILLE
ARKANSAS

September 25, 2023

Brigitte L. Farris
21772 S Hwy 112
Springdale, AR 72762

RE: West Transmission Main Line
Parcel No. 815-33679-500
Tract 170
Offer to purchase easement

Dear Mrs. Farris,

The City of Fayetteville needs to promptly construct a 48-inch water transmission main from the Beaver Water District's new outlet near Elm Springs to our water distribution system in northern Fayetteville to ensure clean water remains constantly available to everyone within our water district. We serve everyone in our mandated water district from Goshen to Farmington, from Elkins to Fayetteville, to Greenland, West Fork, part of Johnson, and many county residents.

State and Federal time limitations require that we must obtain signed easements or Court ordered possessory rights for every necessary parcel within two months. Therefore, we will have to ask the Fayetteville City Council on October 17, 2023 to authorize condemnations on every parcel that we have not yet received a properly signed easement.

Even if a condemnation must be filed on your property, we prefer reaching fair settlements with you and every other landowner. This century the City of Fayetteville has had to acquire hundreds of water and sewer easements and street rights-of-way. To ensure these projects could be built timely, the City Council had to authorize many condemnations for these projects. However, we continued negotiations and only once did any condemnation actually have to be decided in a trial. There is a brochure enclosed explaining the process.

Please accept our professionally appraised offer (or counter offer) of **$2,050.00** for this vital water line easement across your property now to help us ensure the tens of thousands of residential and business consumers will have sufficient water to drink, bathe, wash, and operate; and provide our firefighters with sufficient firefighting water.

The water/sewer easement document we previously sent to you should be executed by all parties with current ownership interest in the particular property. If you have misplaced this document, please let us know and we will send a new copy to you. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Payment will be requested upon receipt of all necessary documents by the City and we will process your check for full payment ASAP and mail it to your property. We will provide a copy of the recorded documents upon your request. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A W-9 was provided for this purpose, but we will provide another copy if you request.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Corey Granderson, Utilities Engineer at cgranderson@fayetteville-ar.gov or Tim Nyander, Utilities Director at tnyander@fayetteville-ar.gov.

With kindest regards,

Tim Nyander
Utilities Director

TN/hj

Enc.

City of Fayetteville, Arkansas - Budget Adjustment (Agenda) *1 Errors*

Budget Year	Division /Org2	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed to transfer budgeted funds to the West Water Transmission Line Project for the remaining Easements for the West Corridor Water Transmission Line Project. Budgeted funds from the Water System Rehabilitation and Replacement project will be transferred to cover the cost of this project.

COUNCIL DATE: 10/17/2023

ITEM ID#: **2023-1168**

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202398

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
5400.720.5600-5810.00	1,737,125	-	***18015***	***2201***	EX	Easements
5400.720.5600-5808.00	(1,737,125)		12009	1	EX	Improvements - Water Line
		-				
	-					
		-				
		-				
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	-	-				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1137

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Kara Paxton, City Clerk/Treasurer

FROM: Jackson Shelton, Senior Deputy City Clerk Treasurer

DATE:

SUBJECT: **FULL-TIME POSITION (FTE-1) - DEPUTY CLERK - COMMUNICATIONS POSITION, IN THE CITY CLERK TREASURER'S OFFICE**

RECOMMENDATION:
City Council approval to create a Deputy Clerk - Communications Position, in the Office of the City Clerk Treasurer

BACKGROUND:
Over the past 4 years, City Clerk Treasurer Kara Paxton has managed the City Clerk Treasurer's office with great care and concern for the department's budget. Over the years, council members, staff, and members of the public contact this office expressing great appreciation for the transparency the office provides using technology and teamwork. In Kara's first year at the city, she saved the city over $15,000 a year by preventing the city from purchasing a board, committee, and commission management software. She and her team did this by creating a Laserfiche form that allowed the public to submit their form electronically. In her second and third years, she researched and advocated for the city to change its agenda management software from Legistar powered by Granicus to Civic Clerk powered by Civic Plus. This change saved the City around $20,000 to $25,000 a year. This also allowed the city to update the City Council Chamber and remove the numerous devices that cost the city an exuberant amount of money yearly, as well as removed the constant issues of needing to restart the system or the system freezing.

As the city has grown by leaps and bounds technologically and by population, this office has increasingly received more requests for additional transparency. There are many departments around the city which have a dedicated person that ensures the public has access to information and resources. We are now asking for a similar dedicated position that has been created in numerous other departments throughout the city. This position will provide resources and facilitate requests to obtain information. The person in this requested position will also be responsible for managing the boards, committees, and commissions application process as well as be the direct contact for the City Council's Nomination Committee. It has become increasingly difficult to continue to add the increased amount of workload from the boards, committees, and commissions process to the current team member who processes that workload.

DISCUSSION:
This is the first and only request Kara has made within the last 4 years to add a continuing full-time employee. As you have experienced, the city is growing rapidly, and we must continue to strive to promote access and integrity of information that is given to the staff, council members and citizens.

By adding this position, the important work of including the citizens in city government decisions will improve responsiveness to the city council and city staff. This will also continue Fayetteville's long history of including the citizens in decisions that affect their everyday lives.

BUDGET/STAFF IMPACT:
AUTHORIZE A FULL-TIME POSITION (FTE-1) - DEPUTY CLERK - COMMUNICATIONS POSITION

ATTACHMENTS: OFFICE PERFORMANCE MEASURES (#3), JOB DESCRIPTION - DEPUTY CLERK - COMMUNICATIONS (#4)

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

File #: 2023-1137

FULL-TIME POSITION (FTE-1) - DEPUTY CLERK - COMMUNICATIONS POSITION, IN THE CITY CLERK TREASURER'S OFFICE

A RESOLUTION TO AUTHORIZE A FULL-TIME POSITION (FTE-1) - DEPUTY CLERK - COMMUNICATIONS POSITION, IN THE CITY CLERK TREASURER'S OFFICE

WHEREAS, over the past 4 years, City Clerk Treasurer Kara Paxton has managed the City Clerk Treasurer's office with great care and concern for the department's budget; and

WHEREAS, many council members, staff, and members of the public contact this office expressing great appreciation for the transparency the office provides to the public using technology and teamwork.

WHEREAS, in Kara's first year at the City, she saved the city over $15,000 a year by preventing the city from having to purchase a boards, committees, and commissions management software. In her second and third year, she researched and advocated for the city to change its agenda management software from Legistar powered by Granicus to Civic Clerk powered by Civic Plus. This change saved the city around $20,000 to $25,000 a year and now the City no longer needs to purchase the outdated hardware that Granicus required.

WHEREAS, as the city has grown technologically and by population, this office has increasingly received more requests for additional transparency. There are many departments around the city which have a dedicated person that ensures the public has access to information and resources. We are now asking for a similar dedicated position, like the one that has been created in numerous other departments throughout the city. This position will provide resources and facilitate the public's requests to obtain information.

WHEREAS, this is the first and only request Kara has made within the last 4 years to add a continuing full-time employee. As you have experienced, the city is growing rapidly, and we must continue to strive to promote access and integrity of information that is given to the citizens.

WHEREAS, by adding this position, the important work of including the citizens in city government decisions will improve responsiveness to the City Council and City Staff. This will also continue Fayetteville's long history of including the citizens in decisions that affect their everyday lives.

SECTION 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an increase of one full-time equivalent position of Deputy Clerk – Communications for the City Clerk Treasurer's office within the office of the City Clerk Treasurer.

SECTION 2: That the City Council of the City of Fayetteville, Arkansas hereby further requests that a budget adjustment be created in the amount necessary to fund this position for the remainder of 2023 and be presented to the City Council for approval when the funding amount has been determined.

City Clerk/Treasurer

Division Overview

This division maintains the official records and public documents of the City. It also provides support for the City Council by preparing agendas and recording and transcribing the proceedings of the meetings. The City Clerk's Office maintains the City's Code of Ordinances, works in cooperation with the Washington County Election Commission in planning elections, and maintains the Policies and Procedures Manual for the City. This division maintains the City's Boards and Committees, schedules meetings for City rooms, and maintains a calendar of those meetings. The City Clerk also serves on the Fire and Police Pension Boards, attends the meetings, prepares the agendas and correspondence, and records and transcribes the proceedings of the meetings.

FY2023 Highlights & Accomplishments

1. Continued scanning ordinances, resolutions, non-agenda items into DBMS for employee access.
2. Revamped and facilitated communications to update the City's record retention schedule.
3. Created operating procedures for Civic Plus software that was implemented at the end of 2022.
4. Updated job descriptions for the Communications Specialist and Document Systems Specialist.
5. Expand transparency to public by publishing city council's motions/votes to the City website.
6. Created email address/processes to streamline forwarding public comment for agenda items.
7. Successfully participated in the electronic travel and training pilot process.
8. Organized educational opportunity for all eligible IIMC Region IV members.
9. Evaluated/implemented transcription software to streamline the minutes creation process.

FY2024 Objectives

1. Hiring/training one full-time employee to fufill the role of the Deputy Clerk - Communication
2. Increase training/certifications of team members to stay updated with federal and state laws.
3. Utilize 1 on 1 meetings to accurately evaluate team members and processes of the office.
4. Focus on teamwork, comradery and correct utilization of technology to create transparency.
5. Adaptation of team processes/technologies to ensure team resiliency at new area on 1st floor.

Performance Measures	Actual 2022	Budgeted 2023	Estimated 2023	Budgeted 2024
1. Meetings Attended	348	329	393	393
2. Agendas & Minutes Prepared	148/28	197/35	65/35	65/35
3. Ordinances & Resolutions Passed	113/327	134/318	80/282	125/317
4. Committee Vacancies & Applicants	79/153	76/164	75/170	75/171
5. Meeting Rooms Scheduled	1,255	1,546	1,350	1,470
6. Elections Coordinated	2	2	3	3
7. Permanent Record Retention	347,823	400,000	300,000	400,000
8. Policy and Procedure Changes	11	5	5	5
9. Code of Ordinances Updates	52	77	70	72

CITY OF FAYETTEVILLE
Position Description
POSITION TITLE: Deputy Clerk - Communications

EXEMPT (Y/N):	No	DEPARTMENT:	City Clerk Treasurer
SUPVERVISOR:	City Clerk Treasurer	DIVISION:	City Clerk Treasurer
Job Grade:		DATE REVISED:	July 2023

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Note: All City of Fayetteville positions require employees to provide good customer service to both internal and external customers, maintain positive and effective working relationships with other City employees (especially members of their own team), and have regular and reliable attendance that is non-disruptive.* Other essential duties of this position include the following:

1. Utilize Civic Plus software, Microsoft Office Suite, and Laserfiche to develop processes that increase efficiency and adhere to federal, state, and local rules.
2. Maintain a current knowledge of City projects, services, issues and community events to provide information to internal and external customers. Research City records and respond to difficult or sensitive inquiries and complaints.
3. Use judgment and tact to direct visitors and callers to the appropriate division, county office, state agency, business or individual.
4. Monitor, create, and edit the Office of the City Clerk Treasurer's section of the City's internal and external website.
5. Monitor, create, and edit the Office of the City Clerk's Laserfiche forms.
6. Monitor, create, and edit the Office of the City Clerk's forms workflow and data collection.
7. Monitor and determine processes that need to be updated in order to increase efficiency or effectiveness within the department.
8. Maintain the organization of files located in the City Clerk Drive. Create and edit file pathways for more effective ease of use.
9. Retrieve, create, and edit records stored in/on all mediums within the Office of the City Clerk Treasurer.
10. Gather data for reports and budgets regarding technologies that are used by the Office of the City Clerk Treasurer.
11. Update boards and committees, including posting vacancies and ads, opening applications, sorting and sending information to council, calling and scheduling appointments.
12. Conduct regular, recurring content reviews within the department and periodic audits of the department's section of the City's website. Ensure links are working properly, pages are free from grammar or other errors, pages are ADA compliant and information is written at an accessible level for ease of understanding.

13. Work with the Information Technology Department and vendors to support, maintain and expand the department's portion of the website's functionality and ensure access to forms or any process that increases efficient pubic interaction with the government.
14. Write, edit and publish social media releases that follow the City's best practices and protocols.
15. Create materials to effectively promote the use of the public and staff calendar. This may include print materials, photos, landing pages, video, graphics, flyers, posters, signs, and questionnaires for how the department can better serve the City.
16. Oversee work contracted to external vendors that involve the use of software and hardware technologies.
17. Assist with responding to Freedom of Information Act (FOIA) requests.
18. Assist with providing responses to media inquiries and requests.
19. Serve as the primary contact for updating the City's board, committee, and commission's members as well as the rules established to serve on the board.
20. Serve as the first back-up for the Document Systems Specialist and the third back-up for the Deputy Clerk Codifier.
21. Perform any other duties or tasks as assigned.

SECONDARY DUTIES AND RESPONSIBILITIES include the following:

1. Assist in providing calendar maintenance, meeting organization for department heads and schedule meeting rooms, prepare, and distribute the finalized weekly public and staff meetings calendars.
2. Assist with posting the public meetings to the website and prepare public notices for publication that conform to prescribed style and format.
3. Assist with interacting with the administration and City Attorney's office to provide current agenda information for city council meetings, committees, commissions, department directors, staff and the public.
4. Assist with answering multiple phone lines and direct calls to the appropriate division or agency.
5. Perform secondary duties as assigned.

MINIMUM QUALIFICATIONS

1. Bachelor's degree from an accredited college or university in information systems or other related degree; or Associate's degree in a related field with five (5) years of experience.
2. Five (5) years of professional experience in an information systems role with one year of project management experience.
3. Previous experience working on content management systems for an organization or brand and be familiar with document management systems.
4. Ability to create or edit pictures, graphics, and visual assets through design software.
5. Must successfully pass criminal background check, including but not limited to convictions, guilty pleas, or no contest pleas to violent offenses, theft offenses and any offense under A.C.A. 21-15-103 and A.C.A. 21-15-111.

6. Bilingual preferred (English/Spanish).
7. Must be proficient in the use of a computer, utilizing word processing and spreadsheet applications and other related software programs. Must be able to become proficient in using applications for document management, legislative workflow and other programs.
8. Valid driver's license is required.
9. Effectively communicate with others orally and in writing.
10. Ability to read legal documents and contracts.
11. Must have the ability to respond in a professional manner to common inquiries or complaints from citizens, regulatory agencies, or members of the business community.
12. Must have knowledge of administrative practices and procedures.
13. Must be able to effectively operate and have advanced knowledge of standard office equipment as well as show the ability to learn to operate non-standard office equipment including scanners, and microfilm readers/printers.
14. Must be able to multi-task and prioritize workload with frequent interruptions.
15. Must have the ability to use addition, subtraction, multiplication and division.
16. Must have physical abilities to communicate effectively with others verbally (including on the telephone) and in writing and understand others' communications, both verbal and in writing. While performing the functions of this job, the employee is regularly required to sit; move from location to location; use hands to finger, handle or feel; manipulate computer keyboard; and reach with hands and arms. Specific vision abilities to accomplish computer and office work. Frequent light lifting and carrying of up to 10 pounds. Occasional lifting and carrying of up to 20 pounds.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1134

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU:

FROM:

DATE:

SUBJECT: **Establishment of the Fayetteville Youth Advisory Council**

RECOMMENDATION:
Council Member D'Andre Jones is sponsoring an ordinance to establish the Fayetteville Youth Advisory Council

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request - Youth Advisory Council - Council Member Jones (#3), ARML - Establishing a Youth Council (3) (#4), Youth_Council_2023_06_WEB Arkansas Municipal League (#5)

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

File #: 2023-1134

Establishment of the Fayetteville Youth Advisory Council

AN ORDINANCE TO ENACT ARTICLE XXVI FAYETTEVILLE YOUTH ADVISORY COUNCIL IN §33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE

WHEREAS, many municipalities use youth councils to inject fresh ideas and youth perspectives into local decision-making; and

WHEREAS, youth councils can promote community service and foster a better understanding among young people of how municipal government works; and

WHEREAS, youth councils are an excellent means of promoting regular and active civic engagement among young people, which is vitally important to provide the knowledge, skills and abilities to the next generation of local leaders; and

WHEREAS, the City of Fayetteville desires to create a youth council.

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 enacts Article XXVI **Fayetteville Youth Advisory Council** in Chapter 33, **Departments, Boards, Commissions and Authorities** as shown below:

"**33.380 Purpose**

The purpose of the Fayetteville Youth Advisory Council is to advise and make appropriate recommendations to the City Council regarding issues of special interest to youths within the City.

33.381 Composition; Membership

(A) The Fayetteville Youth Advisory Council shall consist of eight members who are residents of the City of Fayetteville and are actively enrolled in a public or private high school in grades nine through twelve. One member shall be a City Council member appointed by the Mayor.
(B) The members shall be appointed by the City Council and each member appointed shall serve a term of two years, unless grade twelve is completed during the term, at which time the position shall be declared vacant.

(C) Terms shall be staggered for the initial members appointed to the Fayetteville Youth Advisory Council and those initial terms shall end on either March 31, 2025 or March 31, 2026.
(D) Irregular vacancies shall be filled as they occur and regular vacancies shall be filled by appointment so that the new member's term begins on April 1 of each year.

33.382 Officers

The Fayetteville Youth Advisory Council shall elect a chairperson to conduct meetings and a vice chairperson to conduct meetings in the absence of the chairperson. The Fayetteville Youth Advisory Council may also elect a secretary to take minutes. Elections shall be held at the first regular meeting after annual appointments are made by the City Council.

33.383 Duties and Responsibilities

The Fayetteville Youth Advisory Council shall have the duties and responsibilities to:

(A) Evaluate and review problems facing youth in the city.
(B) Facilitate neighborhood meetings with youth to discuss problems, needs and suggested improvements for our community.
(C) Meet regularly with the Mayor's representative and the appointed City Council member to share ideas and discuss issues, concerns and needed improvements.
(D) Attend, if desired, City Council meetings and participate in vision and goal sessions.
(E) Present recommendations to the City Council and Mayor on important public projects and programs affecting the youth of Fayetteville.
(F) Assist in planning youth/recreation activities.
(G) Evaluate and advise the City Council and Mayor on issues forwarded to the Fayetteville Youth Advisory Council for advice.

33.384 Meetings

The Fayetteville Youth Advisory Council shall hold at least one regular meeting per month during the school year, with the option to meet more often as needed or desired. All meetings shall be public and public records of such meetings shall be kept by the office of the City Clerk."

CivicClerk ID No.: 2023-1134

AGENDA REQUEST FORM

FOR: Council Meeting of October 17, 2023

FROM: Council Member D'Andre Jones

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO ENACT ARTICLE XXVI **FAYETTEVILLE YOUTH ADVISORY COUNCIL** IN CHAPTER 33 **DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES** OF THE FAYETTEVILLE CODE

APPROVED FOR AGENDA:

Approved by email _____ 9/30/2023

Council Member D'Andre Jones Date

Blake Pennington _____ 10/1/2023

Sr. Asst. City Attorney Blake Pennington Date

Approved as to form

ORDINANCE NO. _____

AN ORDINANCE TO ENACT ARTICLE XXVI **FAYETTEVILLE YOUTH ADVISORY COUNCIL** IN CHAPTER 33 **DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES** OF THE FAYETTEVILLE CODE

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33.384 Meetings

The Fayetteville Youth Advisory Council shall hold at least one regular meeting per month during the school year, with the option to meet more often as needed or desired. All meetings shall be public and public records of such meetings shall be kept by the office of the City Clerk.

PASSED and **APPROVED** this _____ day of _____, 2023.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **KARA PAXTON**, City Clerk/Treasurer

Arkansas Municipal League
Establishing a Youth Council

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What is a youth council?

A youth council is an advisory body composed of local youth (usually high school students). They provide advice and counsel to the local governing body and its affiliated advisory and regulatory boards, as well as other community organizations. Additionally, youth councils can implement and participate in a variety of youth-identified community initiatives.

Why create a youth council?

According to the Census Bureau, 24.6 percent of the U.S. population is under the age of 18. Young people are the future of our communities. Therefore, it is vitally important that they are vested with the knowledge, skills and abilities to be the next generation of local leaders. Youth councils are an excellent means of doing so because they promote regular and active civic engagement among youth.

Youth councils promote civic engagement among youth by:

• Giving them formal decision-making experience;
• Offering real-world experiences with elected and advisory bodies;
• Teaching them about the role of councils, boards and commissions;
• Providing them with an opportunity to develop leadership skills and learn how local government operates;
• Increasing communication between youths and adults, and among youths themselves; • Increasing youth volunteerism; and
• Enhancing classroom civic education.

Youth councils enable young people to:

• Communicate their concerns regarding local matters that affect them;
• Directly participate in local government; and
• Make decisions and take action to potentially improve their community.

Youth councils enable local councils/commissioners to:

• Be more representative of the community as a whole;
• Gain insight into the dynamic perspective of the community's young people;
• Encourage youths to be more actively engaged in the political process;
• Improve services that directly affect young people; and
• Be more sustainable.

Who serves on the youth council?

• At least one, and as many as three, representatives from each grade (grades 9-12).
• Include a representative from private, charter and home school.
• Include students from diverse backgrounds.
• Minimum GPA of 2.5 on a 4 point scale.
• Recruit students from a variety of Fayetteville High Schools.
• Potential council members should be students who have a proven record of leadership, goal setting, commitment to community service and community values, and who want to create positive opportunities for other youth in the community.

First Meeting—Orientation

Once youth council members have been selected, the first order of business should be to hold an orientation meeting to establish the youth council as a safe, fun forum that members will look forward to attending. The initial meeting should essentially be a "get to know you session" where youth council members have an opportunity to learn more about each other and the youth council liaison. In order to do so, students can participate in an icebreaker activity and team-building exercises.

The orientation meeting also should have an informational component where members learn more about the purpose and mission of the youth council and discuss some of the member/meeting requirements. Of course, youth council members should be able to contribute their own ideas regarding the purpose, mission and requirements of the youth council and its members. The first meeting should last about two hours, setting the standard for time requirements for future meetings.

Second Meeting—Swearing In of Council Members

After the orientation meeting, youth council members should be required to attend the next scheduled city council/board of directors meeting. At the meeting, the youth council should be welcomed as an official advisory board and youth council members should be sworn in by the local government officials (youth council facilitators will need to place this on the meeting agenda in advance).

Third Meeting—Team Building and Bylaws

The next youth council meeting should begin with some additional icebreaker and team-building exercises, followed by member creation of their own youth council bylaws. Have members consider the following topics when discussing and codifying the bylaws:

• Purpose/mission/goals.
• Membership and membership requirements.
• Member at-large requirements.
• Meetings (structure, length, frequency).
• Attendance requirements.
• Officers/roles (members are likely to need to be placed in additional representative capacities such as voting seats on advisory boards).
• Parliamentary authority (the procedural rules for the conduct of meetings).
• Quorum (the number of members who must be present in order to conduct the business of a meeting).
• Subcommittees.
• Programs and activities.

(See Appendix 6 for example of youth council bylaws/procedural guidelines.)
(See Appendix 7 for example of a mission statement.)

Fourth Meeting—Additional Team Building and Action Plan

Begin the fourth meeting with a team-building activity. Next, discuss with council members issues they want to address and goals they wish to accomplish as a council throughout the year. Use the information to create an "Action Plan," which will help in planning topics for future meetings. You will then be able to coordinate activities and guest speakers accordingly. For example, if students are interested in discussing the issues of teen drug and alcohol use or gang violence in schools, you can schedule a law enforcement officer specializing in one of these areas as a guest speaker during the appropriate meeting. Or, if students express interest in funding the development of a new park, you can schedule a parks and recreation employee and/or a local developer to discuss implications and potential costs.

What should the youth council do?

Aside from advising local government officials, youth councils can implement and participate in a variety of activities. Some of these activities may include:

- Conduct a youth forum for all local high school students on topics of concern for youths.
- Raising Student Voice & Participation (RSVP), a student engagement program sponsored by the National Association of Student Councils and the National Association of Secondary School Principals provides a format for student-led youth forums. More information is available online at www.nasc.us.
- Create a youth council publication to be distributed at local middle and high schools or as a leaflet in a local newspaper.
- Organize community service projects such as:
- Stream and/or street cleanups.
- Senior center volunteering.
- Tutoring or mentoring youths (e.g., "big brother/big sister" programs).
- Organizing drives (e.g., for food, clothes, school supplies, holiday gifts, etc.)
- Volunteering at a food bank or shelter.
- Lead a citywide educational or advocacy campaign addressing a youth-identified issue of concern (e.g., water conservation, global warming, school bullying/violence, reduce, reuse, recycle, etc.). • Conduct interviews with local government officials and city staff to be aired on local public access channels.
- Advocate for development projects on behalf of local youth (e.g., building a skate park or athletic field).
- Plan and organize fundraising events for youth-related development projects and/or charitable causes.
- Job shadowing day with city elected officials and department heads.
- Organize a "Careers in City Government" career day at local schools.
- Act as liaisons between city council and local youth through school announcements. • Promote civic involvement of other local youth by spearheading civic-minded clubs/organizations in school.
- Attend city council/board meetings (perhaps one member could be present at each meeting and report back to the youth council on topics covered).
- Maintain a local youth council website that provides relevant information to local youth. • Attend professional development workshops on leadership, setting goals, public speaking, etc.
- Attending or hosting city forums, conferences and events in order to represent youth perspectives.
- Evaluate and advise the city council and mayor on issues forwarded to the city youth council for advice.

Appendix 1: Sample resolution creating a Youth Council

A RESOLUTION OF THE CITY OF FAYETTEVILLE, ARKANSAS

CREATING THE YOUTH COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, many municipalities use youth councils to inject fresh ideas and youth perspectives into local decision-making; and

WHEREAS, youth councils can promote community service and foster a better understanding among young people of how municipal government works; and

WHEREAS, youth councils are an excellent means of promoting regular and active civic engagement among young people, which is vitally important to provide the knowledge, skills and abilities to the next generation of local leaders; and

WHEREAS, as such, the City of Fayetteville desires to create a Youth Council; and

WHEREAS, the City of Fayetteville finds that this resolution is in the best interest and welfare of the residents of Fayetteville.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation of the Youth Council Committee. The City Council hereby creates a citizens committee, to be known as the Fayetteville Youth Council to advise and make appropriate recommendations to the City Council regarding issues of special interest to youths within the city. City Council member _____ is hereby appointed liaison to the Youth Council and shall report to the City Council as to the Youth Council's activities on a regular basis.

Section 3. Composition of the Council. The Youth Council shall consist of 10 students and shall be appointed as follows: Ten students to be elected by Fayetteville Youth Council

Section 4. Effective Date. The resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____day of _____, 2023

Appendix 2:
Sample letter inviting students to apply for a newly established Youth Council

Dear Parent/Guardian,

The City of Fayetteville is proud to announce a new and exciting opportunity for rising 9th – 12th grade students. The city's new Youth Council will provide our youth with an opportunity to increase their knowledge of civic education through practical hands-on experience. The Youth Council will be composed of 12 9th-12th grade students who will be charged with representing youth in the City of Fayetteville

.

The Youth Council will:

• Involve youth in local government though participation on local boards and commissions; • Increase youth voice and communication in the city's future direction;

• Increase volunteerism among youth and adults in civic affairs; and

• Enhance civic education through education and training.

Youth Council members will be selected through an application process. An ideal Youth Council will be composed of a diverse group of young people that represent all youth in Fayetteville.

Our primary criterion for selection will be a demonstration that the young person wants to make a difference in Fayetteville and we will give them an opportunity to do just that.

Youth Council members will be voting members from the 9th–12th grades. Members will take part in all council activities and learn the role of a city council member. All members will be required to attend monthly meetings.

We will be distributing Youth Council applications through the schools in early March. Applications will be due in late May with our first meeting in July. Please discuss this exciting opportunity with your high school students and encourage them to apply for service on the Youth Council.

If you have additional questions about the Youth Council process, please contact _____ at _____.

Appendix 3: Sample Youth Council application form

City of Fayetteville Youth Council Application

The vision for the Youth Council is to empower caring youth dedicated to personal development and servant leadership. If you are interested in applying for membership to the council, please complete the following application. Applicants MUST be a city resident and be in the grades 9 through 12. Please type or print clearly in blue or black ink. You may attach additional sheets if necessary. ALL information must be completed in order to be considered for the Youth Council.

Name: _____ Age: _____
School: _____ Grade:_____
Home Address: _____ Zip: _____
Telephone: _____ Cell: _____
E-mail: _____
Parent/Guardian: _____
Optional Information: _____

The City of Fayetteville does not discriminate based on race, ethnicity, sex, creed, national origin or disability. This information need not be provided. It is requested to facilitate the City of Fayetteville's goal of assembling a diverse group. Omitting this information will not affect your application.

Race or ethnic group:
_____ American Indian
_____ African American
_____ Asian
_____ White
_____ Middle Eastern
_____ Hispanic
If Other, please specify _____

Gender:
_____ Female
_____ Male
_____ Other, please specify

Pronouns: _____

Birth date: _____

Please check all that apply:

_____ I have transportation to get to Youth Council meetings/events.

_____ I initiated my interest in this program.

_____ I was asked to apply for this program.

If the third box was checked, who asked you to apply? _____

Their position: _____

Their organization: _____

Why do you want to serve as a member of the Youth Council? (Feel free to attach a sheet of paper.)

What are the three most important issues to you, your friends and your family concerning your neighborhood?

1._____

_____

_____

2. _____

_____

_____

3. _____

_____

_____

Please list any other activities you will be involved in during the school year. Include employment, sports, community, school and religious groups.

What personal skills and characteristics do you possess that would make you a good representative?

If you could bring one thing to this city or change one thing, what would it be?

Are you willing to attend the meetings, events and activities of the Youth Council for one year and commit to making a difference in our city?
Yes _____ No _____

Please list two adult references (non-relatives) with phone numbers. You must also attach letters of recommendation from these individuals. Please include one letter from your school principal or other school based personnel or one letter from a community member who is familiar with you.

Name of Recomendaer_____

Position of Recomender _____
Relation to Recomender_____
Phone number of Recomender_____

I have read and understand the commitment required for the Youth Council. I also realize the importance of teamwork and cooperation and I am willing to make this commitment.

Student signature: _____ Date: _____

Parent/Legal Guardian permission: I give my permission for _____ to seek the position of representative on the Youth Council.

Signature of Parent/Guardian: _____

Date: _____

Emergency phone number: _____

Emergency cell number: _____

Name of emergency contact and relationship to youth: _____

Deadline to apply: September 15th
Mail to: City of Fayetteville

Appendix 4: Sample Youth Council oath of office

The following is a sample oath of office for new members of your Youth Council.

Fayetteville Youth Council

Oath of Office

City of Fayetteville, Arkansas

I, _____ do solemnly swear or affirm that I will support, uphold and defend the Constitution of the United States of America, and the laws thereof; that I will support, uphold and defend the Constitution and laws of the State of Arkansas, not inconsistent therewith, that I will observe and obey the laws and ordinances of the City of Fayetteville, Arkansas; that I will faithfully perform and discharge the duties incumbent upon me as member of the Fayetteville Youth Council fairly and honestly and to the best of my skills and abilities.

_____

Council Member

Executed the _____ day of _____, 20_____.

Appendix 5: Sample Youth Council bylaws

ARTICLE I
MEMBERSHIP

Section 1—Representation
The City Youth Council shall seek in its membership a diverse representation reflecting the community of Fayetteville.

Section 2—Membership Qualification
All members must live within the city limits of Fayetteville and must be between the grades of 9–12.

Section 3—Term Limits
Terms shall be for one year, or until the student transfers or graduates from high school. Members may re-apply provided they remain within the grade limits of the membership qualifications.

Section 4—Application Process
Members of the City Youth Council shall be chosen through an application process. Interested parties shall complete a simple application form. The current Youth Council shall review the application and select new members of the Youth Council

Section 5—Conduct
Each member of the Youth Council must conduct themselves in a positive, friendly and law-abiding manner at all times. Unruly and abusive behavior will not be tolerated and is grounds for dismissal from the Youth Council.

ARTICLE II
OFFICES

Section 1—Offices
The City Clerk shall serve as temporary chair for purposes of presiding over the election of the Youth Council Chairperson. The Youth Council shall elect from its members a Chairperson, Vice Chairperson, Secretary, and Treasurer. The candidate receiving a majority vote of the Youth Council members shall be elected.

Section 2—Officer Duties
The duties of the officers shall be as follows:
A. The Chairperson shall preside at the meetings of the Youth Council and shall be charged with the administration of the affairs of the Youth Council with assistance from the office of the City

Clerk. The Chairperson shall perform such other duties as provided by these bylaws or by rule of the Youth Council.
B. The duties of the Vice Chairperson shall be to perform the duties and exercise the power of the Chairperson during the absence of the Chairperson.
C. The Secretary shall determine a quorum for the meeting and report back to the City Clerk. The Secretary shall conduct the roll call at the start of the meeting. The Secretary shall preside at the meetings of the Youth Council and perform the duties and exercise the power of the Chairperson during the absence of both the Chairperson and the Vice Chairperson.
D. The treasurer shall report on the finances of the Youth Council and on fundraising activities.

Section 3—Election of Officers
The officers of the Youth Council shall be elected annually. The officers of the Youth Council shall be elected by a majority vote of the voting members present.

Section 4—Term of Officers
The term of all offices provided for in Article II hereof shall be for one year; however, all officers shall continue to hold office until their successors are elected. Officers of the Youth Council shall be elected at the first Youth Council meeting held in October of each calendar year.

Section 5—Vacancies of Officers
Should a vacancy occur in an office of the Youth Council by resignation, removal or by some other reason, the office shall be filled by an election for the vacant office at the next regular meeting of the Youth Council.

ARTICLE III
MEETINGS

Section 1—Regular Meetings
Regular meetings of the Youth Council shall be held once a month. The principal meeting place of the Youth Council shall be at Fayetteville City Hall. *Robert's Rules of Order* shall govern the proceedings of the Youth Council in all cases to which they are applicable, and in which they are not inconsistent with these bylaws. Matters for consideration by the Youth Council shall be presented only at Youth Council meetings. Before convening a meeting of the Youth Council, the Chairperson of the Youth Council shall inform the office of the City Clerk of the subject matter of the meeting.

The office of the City Clerk shall give public notice of the Meeting in accordance with the requirements of the Arkansas Freedom of Information Act. This notice shall include posting on the city's official website.

Section 2—Special Meetings
Special meetings may be called upon the request of the Chairperson. Requests for special meetings shall be sent via electronic mail, or by telephone, to the office of the City Clerk at least 48 hours before the time of the meeting. This request shall include the reason or reasons for requesting the special meeting. The office of the City Clerk shall notify every member of the Youth Council via electronic mail or by telephone. No subjects other than those stated in the notice shall be considered at the special meeting.

Section 3—Open meetings
All meetings of the Youth Council shall be open to the public and be subject to all requirements of the Arkansas Freedom of Information Act.

Section 4—Quorum
The presence of a majority of the entire membership of the Youth Council shall constitute a quorum for a meeting of the Youth Council. A quorum is necessary to transact official business at any meeting.

Section 5—Voting
The affirmative vote of a majority of the members present shall be necessary to adopt a recommendation to be forwarded to the Youth Council for review and/or possible action.

Section 6—Order of Business
The Chairperson of the Youth Council shall, when present, call the members of the Youth Council to order. Before proceeding to business, the role of the members shall be called, and the names of those present (and absent) entered in the minutes. If a quorum is present, the order of the business shall be:
A. Pledge of Allegiance.
B. Approval of the minutes of the previous meeting.
C. Unfinished business.
D. Matters for consideration.
E. Announcements.
F. Adjournment.

Section 7—Recordings of Meetings
The proceedings of the Youth Council shall be recorded by the Secretary. Records shall be preserved in accordance with the record retention schedule established by the office of the City Clerk.

Section 8—Conduct of Members
No member of the Youth Council shall interfere with the orderly progress of the meeting by leaving their seat or engaging in unnecessary conversation. Any member exercising any unprofessional conduct shall be reported to the City Council.

Section 9—Attendance
Attendance at regular Youth Council meetings is expected from all members. If a member cannot attend due to sickness or for a duly authorized reason, the member shall notify the office of the City Clerk who shall notify the Chairperson of the Youth Council. Any member who fails to appear and answer to their name when the roll is called at any regular meeting or special meeting shall be recorded as absent (excused or unexcused). Any member of the Youth Council who misses three consecutive meetings (excused or unexcused) shall be reported to the City Council.

ARTICLE IV
REPORTS

Section 1—Annual Report to the Youth Council
The Chairperson or their designee shall make a report to the City Council of the activities and business of the Youth Council at least once each calendar year.

ARTICLE V
ROLE OF THE CITY COUNCIL

Section 1—Role of the City Council
The City Council shall receive recommendations for the Youth Council. The City Council shall provide support staff to the Youth Council to assist them in carrying out their duties. The City Council shall communicate upcoming issues to the Youth Council so they may respond and participate accordingly.

ARTICLE VI
BYLAWS AND AMENDMENTS

Section 1—Bylaws and Amendments
The bylaws of the Youth Council shall be reviewed once each year. The bylaws may be amended at a regular stated meeting provided two-thirds of the members of the Youth Council approve the amendment in a roll call vote, providing further that the amendment is part of the agenda for the meeting and the membership has been notified in writing. Bylaws and amendments must be approved by the City Council in order to take effect.

Appendix 6: Sample Youth Council mission statement

Mission Statement of the Fayetteville Youth Council

To provide Fayetteville youth with the opportunity to participate in the city's decision-making process through recommendations to the City Council that address youth issues, promote existing positive programs, and develop programs, projects, and activities for the young people if the City of Fayetteville, thereby promoting and encouraging the youth to become effective leaders in the community by helping shape the future of Fayetteville.

Arkansas Municipal League

Establishing a Youth Council

June 2023

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INTRODUCTION

In January of 2007, Mark Stodola was sworn in as mayor of the city of Little Rock and served until January of 2019. During his time as mayor of the state's capital city he was elected to serve as president of the Arkansas Municipal League and as president of the National League of Cities. As president, he made promoting civic education one of his priorities, recognizing that the future success of cities lies in the hands of our youth. He spoke about how students are receiving little or no civic or educational instruction on local or state government. Surveys and studies have shown that a large percentage of high school students know little about their governments.

While many of Arkansas' cities already have youth councils, we wanted to create a document that would serve as a "road map" for other municipalities that want to increase youth engagement through similar programs. These special citywide councils are composed of students, often from different high schools within the city, and serve as an advisory board to your city council or board of directors. These students are the leaders of tomorrow and it is important to expose them to municipal government at an early age. We hope that your city or town will consider forming a youth council.

The Arkansas Municipal League would like to thank the Florida League of Cities and the North Carolina Youth Advisory Council for providing information for this document.

For more information, contact Mark Stodola, League consultant, at mstodola@barberlawfirm.com or by phone at 501-375-6725.

What is a youth council?

A youth council is an advisory body composed of local youth (usually high school students). They provide advice and counsel to the local governing body and its affiliated advisory and regulatory boards, as well as other community organizations. Additionally, youth councils can implement and participate in a variety of youth-identified community initiatives.

Why create a youth council?

According to the Census Bureau, 24.6 percent of the U.S. population is under the age of 18. Young people are the future of our communities. Therefore, it is vitally important that they are vested with the knowledge, skills and abilities to be the next generation of local leaders. Youth councils are an excellent means of doing so because they promote regular and active civic engagement among youth.

Youth councils promote civic engagement among youth by:

- Giving them formal decision-making experience;
- Offering real-world experiences with elected and advisory bodies;
- Teaching them about the role of councils, boards and commissions;
- Providing them with an opportunity to develop leadership skills and learn how local government operates;
- Increasing communication between youths and adults, and among youths themselves;
- Increasing youth volunteerism; and
- Enhancing classroom civic education.

Youth councils enable young people to:

- Communicate their concerns regarding local matters that affect them;
- Directly participate in local government; and
- Make decisions and take action to potentially improve their community.

Youth councils enable local councils/commissioners to:

- Be more representative of the community as a whole;
- Gain insight into the dynamic perspective of the community's young people;
- Encourage youths to be more actively engaged in the political process;
- Improve services that directly affect young people; and
- Be more sustainable.

Is your city ready for a youth council?

The following three components serve as positive indicators that your city is poised to establish a local youth council:

- **Concern**—Local leaders recognize some degree of need for youth insight in public decision making.
- **Trust**—Local leaders envision youth in a meaningful, visible and advisory role.
- **Change**—Local leaders are willing to modify existing codes or adopt specific ordinances to promote youth involvement on councils, boards and commissions.

Who creates and oversees the youth council?

It is up to the governing body to decide exactly who will create and oversee the youth council. In some communities a department such as parks and recreation is given the task. In others, a full-time city employee (such as the public information officer or assistant city manager) is vested with the task as part of their job responsibilities. Whatever the governing body decides, the youth council should be aligned with the mayor or city clerk's office for the purposes of housing the council's meetings and funding various initiatives.

It is important to keep in mind that the primary purpose of the youth council is to advise local government officials, to learn about the community and give back to the community through volunteerism. Therefore, it is important that the council is truly viewed as an essential part of the local government structure and not relegated to the side.

Who serves on the youth council?

When thinking about the composition of the student component of a youth council, the following should be considered:

- Include at least one, and as many as four, representatives from each grade of the local high schools (grades 9-12).
- Include a representative from private, charter and home school.
- Include students from diverse backgrounds.
- Consider minimum requirements in terms of GPA and number of excused school absences. (It is often not the students with the highest GPAs and attendance rates who would benefit most from being selected for the youth council. Along the same lines, the city may benefit more from the feedback of students who may not be the highest academic achievers.)
- Think about the geographic area from which you will be recruiting. If your city plans on recruiting through the schools, make sure you consider that not all students in the school district live within the city limits. The important thing is that you are recruiting from a variety of geographic areas within your city.
- Potential council members should be students who have a proven record of leadership, goal setting, commitment to community service and community values, and who want to create positive opportunities for other youth in the community.
- Consider representatives from local youth organizations already in existence.
- Consider students who are not necessarily "the usual suspects." Do not simply select all student government presidents.

How do you establish a youth council?

A. **Make it official**—First and foremost, a municipality should adopt a resolution or ordinance that establishes a youth council. The resolution/ordinance should include sections that specify the following:

- Establishment of youth council.
- Membership composition (How many representatives should the youth council have? How many representatives should there be from each school? From each grade level?).
- Appointment (What will the application process entail? Who will make the final selection of members?).
- Length of terms.
- Member rights, powers, duties, authority, discretion and privileges.
- Compensation for the youth council liaison if not included in scope of work.

- Organizational structure.
- Meeting requirements and procedures.
- Fundraising.

(See **Appendix 1** for an example ordinance establishing a youth council.)

B. **Invest in the youth council**—Align your youth council with the mayor's or city clerk's office through provision of funding and staffing. Develop a thoughtful, inclusive and rigorous application process.

C. **Connect, publicize, recruit**—Work with parents and schools to publicize the program:

- Send a letter to all parents/guardians describing the purpose and goals of the youth council, the application and selection process, and a contact person for further questions. (See **Appendix 3** for an example of a parent letter. See **Appendix 4** for an example of a youth council application form.)
- Ask civics and economics teachers to share with students information about the purpose and importance of youth councils and the details on applying for the local youth council.
- Ask school counselors to actively solicit student applications for the youth council.
- Have an elected official visit classrooms and clubs.
- Request an assembly in which the youth council liaison can discuss specifics with potential candidates.
- Develop posters or flyers for classrooms and counselors' offices.
- Post information on websites that are visited frequently by high school students (e.g., school websites, Facebook, etc.).

Make efforts to advertise in the community (outside of schools):

- Contact supervisors of local youth programs/groups, such as Boy Scouts, Girl Scouts, church youth groups, youth sports teams, etc.
- Partner with local youth outreach programs, such as the YMCA and 4-H.
- Run an advertisement in local newspapers/publications.
- Make announcements at youth conferences or summits.
- Put flyers up in popular youth "spots," such as the mall, local record stores, athletic fields, etc.
- Ask local radio disc jockeys (or perhaps your local NPR affiliate) to make a short plug on air.

D. Make Decisions—Thoroughly evaluate applicants in a competitive process. You may wish to hold interviews, either in person or over the phone, to narrow down prospective candidates. You may also want to have a small committee of people, including youth, evaluate the final applicants.

Once decisions have been made, the youth council liaison should return to the schools to acknowledge the selected members, send acceptance letters and/or make congratulatory phone calls, Additionally, the decision should be honored through a formal vote by the council/commissions.

Likewise, a polite letter should be sent to all applicants who were not selected, encouraging them to apply again in the future.

Now What?

First Meeting—Orientation

Once youth council members have been selected, the first order of business should be to hold an orientation meeting to establish the youth council as a safe, fun forum that members will look forward to attending. The initial meeting should essentially be a "get to know you session" where youth council members have an opportunity to learn more about each other and the youth council liaison. In order to do so, students can participate in an icebreaker activity and team-building exercises.

The orientation meeting also should have an informational component where members learn more about the purpose and mission of the youth council and discuss some of the member/meeting requirements. Of course, youth council members should be able to contribute their own ideas regarding the purpose, mission and requirements of the youth council and its members. The first meeting should last about two hours, setting the standard for time requirements for future meetings.

Second Meeting—Swearing In of Council Members

After the orientation meeting, youth council members should be required to attend the next scheduled city council/board of directors meeting. At the meeting, the youth council should be welcomed as an official advisory board and youth council members should be sworn in by the local government officials (youth council facilitators will need to place this on the meeting agenda in advance).

Third Meeting—Team Building and Bylaws

The next youth council meeting should begin with some additional icebreaker and team-building exercises, followed by member creation of their own youth council bylaws. Have members consider the following topics when discussing and codifying the bylaws:

- Purpose/mission/goals.
- Membership and membership requirements.
- Member at-large requirements.
- Meetings (structure, length, frequency).
- Attendance requirements.
- Officers/roles (members are likely to need to be placed in additional representative capacities such as voting seats on advisory boards).
- Parliamentary authority (the procedural rules for the conduct of meetings).
    - You may want to ask a member of your municipality's governing body to attend this meeting and present a workshop regarding parliamentary authority and procedural rules. Students can use what they learn to establish their own procedures based on the city council's procedures.
- Quorum (the number of members who must be present in order to conduct the business of a meeting).
- Subcommittees.
- Programs and activities.

(See **Appendix 6** for example of youth council bylaws/procedural guidelines.)

(See **Appendix 7** for example of a mission statement.)

Additional note: the bylaws members create may require amendments to the city's resolution/ordinance establishing the youth council.

Fourth Meeting—Additional Team Building and Action Plan

Begin the fourth meeting with a team-building activity. Next, discuss with council members issues they want to address and goals they wish to accomplish as a council throughout the year. Use the information to create an "Action Plan," which will help in planning topics for future meetings. You will then be able to coordinate activities and guest speakers accordingly. For example, if students are interested in discussing the issues of teen drug and alcohol use or gang violence in schools, you can schedule a law enforcement officer specializing in one of these areas as a guest speaker during the appropriate meeting. Or, if students express interest in funding the development of a new park, you can schedule a parks and recreation employee and/or a local developer to discuss implications and potential costs.

What should the youth council do?

Aside from advising local government officials, youth councils can implement and participate in a variety of activities. Some of these activities may include:

- Conduct a youth forum for all local high school students on topics of concern for youths.
  - Raising Student Voice & Participation (RSVP), a student engagement program sponsored by the National Association of Student Councils and the National Association of Secondary School Principals, provides a format for student-led youth forums. More information is available online at www.nasc.us.
- Create a youth council publication to be distributed at local middle and high schools or as a leaflet in a local newspaper.
- Organize community service projects such as:
  - Stream and/or street cleanups.
  - Senior center volunteering.
  - Tutoring or mentoring youths (e.g., "big brother/big sister" programs).
  - Organizing drives (e.g., for food, clothes, school supplies, holiday gifts, etc.)
  - Adopt-a-pet.
  - Volunteering at a food bank or shelter.
- Lead a citywide educational or advocacy campaign addressing a youth- identified issue of concern (e.g., water conservation, global warming, school bullying/violence, reduce, reuse, recycle, etc.).
- Conduct interviews with local government officials and city staff to be aired on local public access channels.
- Advocate for development projects on behalf of local youth (e.g., building a skate park or athletic field).
- Plan and organize fundraising events for youth-related development projects and/or charitable causes.
- Job shadowing day with city elected officials and department heads.
- Organize a "Careers in City Government" career day at local schools.
- Act as liaisons between city council and local youth through school announcements.
- Promote civic involvement of other local youth by spearheading civic-minded clubs/organizations in school.
- Attend city council/board meetings (perhaps one member could be present at each meeting and report back to the youth council on topics covered).
- Maintain a local youth council website that provides relevant information to local youth.
- Attend professional development workshops on leadership, setting goals, public speaking, etc.
- Attending or hosting city forums, conferences and events in order to represent youth perspectives.

Appendix 1: Sample ordinance creating a Youth Council

An ordinance of the City of _____ creating the city's Youth Council.

ARTICLE ___ BOARDS AND COMMISSIONS

CITY YOUTH COUNCIL

Sec. _____ Creation.

There is created a board to be known as the city youth council which shall consist of _____ members from each high school in the city. The members will be city residents who are actively enrolled in a public or private high school in grades nine through twelve. The members shall be appointed by the city council and each member appointed shall serve a term of two years, unless grade twelve is completed during the term, at which time the position shall be declared vacant. Of the initial members appointed to the first board, _____ shall serve for a term of two years and _____ shall serve for a term of one year. Unlike other boards, the term of the members of the city youth council will expire and be appointed in the month of _____ each year. The members will attend board meetings and, along with city staff, coordinate activities.

Sec. _____. Elections of officers.

The city youth council shall elect a chairman to conduct meetings and a vice chairman to conduct meetings in the absence of the chairman. The city youth council will also elect a secretary to take minutes and a treasurer to report on finances. Elections shall be held at the first regular meeting after annual appointments are made by the city commission.

Sec. _____. Vacancies.

Irregular vacancies on the city youth council shall be filled as they occur and regular vacancies shall be filled by appointment in the month of _____ of each year.

Sec. _____. Meetings; records.

The city youth council shall hold at least one regular meeting per month during the school year, with the option to meet more often as needed or desired. Public records of such meetings shall be kept by the office of the city clerk. All meetings shall be public under the Arkansas Freedom of Information Act.

Sec. _____. Absences from meetings.

Absences from three consecutive regular meetings of the city youth council shall cause a member to be automatically removed from their seat, unless such absence is excused by a majority vote of the council, with such excuse duly entered upon its minutes.

Sec._____. Duties and responsibilities.

The city youth council shall have the duty and responsibilities to:

Evaluate and review problems facing youth in the city.

Facilitate neighborhood meetings with youth to discuss problems, needs and suggested improvements for our community.

Meet regularly with the mayor and city council to share ideas and discuss issues, concerns and needed improvements.

Attend city council meetings and participate in vision and goal sessions.

1. Present recommended improvements to the city council and mayor of public projects and programs.
2. Assist in planning youth/recreation activities.
3. Evaluate and advise the city council and mayor on issues forwarded to the city youth council for advice.

Appendix 2: Sample resolution creating a Youth Council

RESOLUTION_____.

A RESOLUTION OF THE CITY OF _____, ARKANSAS

CREATING THE YOUTH COUNCIL

AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, many municipalities use youth councils to inject fresh ideas and youth perspectives into local decision-making; and

WHEREAS, youth councils can promote community service and foster a better understanding among young people of how municipal government works; and

WHEREAS, youth councils are an excellent means of promoting regular and active civic engagement among young people, which is vitally important to provide the knowledge, skills and abilities to the next generation of local leaders; and

WHEREAS, as such, the City of _____ desires to create a Youth Council; and

WHEREAS, the City of ____ finds that this resolution is in the best interest and welfare of the residents of _____.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF _____, ARKANSAS, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation of the Youth Council Committee. The City Council hereby creates a citizens committee, to be known as the _____ Youth Council to advise and make appropriate recommendations to the City Council regarding issues of special interest to youths within the city. City Council member _____ is hereby appointed liaison to the Youth Council and shall report to the City Council as to the Youth Council's activities on a regular basis.

Section 3. Composition of the Council. The Youth Council shall consist of __ students and shall be appointed as follows: _____ student(s) to be appointed by the City Council (two per council member) and _____ students to be selected from high schools in the city.

Section 4. Effective Date. The resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____day of _____, 2023

_____

Mayor of _____

Attest:

_____

City Clerk

APPROVED AS TO FORM

_____

City Attorney

Appendix 3: Sample letter inviting students to apply for a newly established Youth Council

A sample letter inviting students to apply for a newly established Youth Council.

Dear Parent/Guardian,

The City of_____ is proud to announce a new and exciting opportunity for rising 9th – 12th grade students. The city's new Youth Council will provide our youth with an opportunity to increase their knowledge of civic education through practical hands-on experience. The Youth Council will be composed of 20 9th-12th grade students who will be charged with representing youth in the City of _____.

The Youth Council will:

- Involve youth in local government though participation on local boards and commissions;
- Increase youth voice and communication in the city's future direction;
- Increase volunteerism among youth and adults in civic affairs; and
- Enhance civic education through education and training.

Youth Council members will be selected through an application process. An ideal Youth Council will be composed of a diverse group of young people that represent all youth in _____. Our primary criterion for selection will be a demonstration that the young person wants to make a difference in _____ and we will give them an opportunity to do just that.

Youth Council members will be voting members from the 9th–12th grades. Members will take part in all council activities and learn the role of a city council member. All members will be required to attend monthly meetings.

We will be distributing Youth Council applications through the schools in early August when the students return to school. Applications will be due in _____ with our first meeting in _____. Please discuss this exciting opportunity with your high school students and encourage them to apply for service on the Youth Council.

If you have additional questions about the Youth Council process , please contact _____ at _____.

Sincerely, _____

Appendix 4: Sample Youth Council application form

City of _____

Mayor's Youth Council Application

The vision for the Mayor's Youth Council is to empower caring youth dedicated to personal development and servant leadership. If you are interested in applying for membership to the council, please complete the following application. Applicants MUST be a city resident and be in the grades 9 through 12. Please type or print clearly in blue or black ink. You may attach additional sheets if necessary. ALL information must be completed in order to be considered for the Mayor's Youth Council.

Name: _____ Age: _____

School: _____ Grade:_____

Home Address: _____ Zip: _____

Telephone: _____ Cell: _____

E-mail: _____

Parent/Guardian: _____

Optional Information: _____

The City of _____ does not discriminate based on race, ethnicity, sex, creed, national origin or disability. This information need not be provided. It is requested to facilitate the City of _____ goal of assembling a diverse group. Omitting this information will not affect your application.

Race or ethnic group: _____ American Indian _____ African American _____ Asian

____ White _____ Middle Eastern _____ Hispanic ____ Other, please specify _____

Gender: _____ Female _____ Male. Birth date: _____

Please check all that apply:
_____ I have transportation to get to Youth Council meetings/events.
_____ I initiated my interest in this program.
_____ I was asked to apply for this program.

By whom? _____ Position: _____

Organization: _____

Why do you want to serve as a member of the Mayor's Youth Council? (Feel free to attach a sheet of paper.)

_____

_____

_____

What are the three most important issues to you, your friends and your family concerning your neighborhood?

1._____

2._____

3._____

Please list any other activities you will be involved in during the school year. Include employment, sports, community, school and religious groups.

_____

_____

_____

What personal skills and characteristics do you possess that would make you a good representative?

_____

_____

_____

If you could bring one thing to this city or change one thing, what would it be?

_____

_____

_____

Are you willing to attend the meetings, events and activities of the Youth Council for one year and commit to making a difference in our city?

Yes _____ No _____

Are you interested in community service points for this project?

Yes _____ No _____

Please list two adult references (non-relatives) with phone numbers. You must also attach letters of recommendation from these individuals. Please include one letter from your school principal or other school-based personnel or one letter from a community member who is familiar with you.

_____

_____

I have read and understand the commitment required for the Mayor's Youth Council. I also realize the importance of teamwork and cooperation and I am willing to make this commitment.

Student signature: _____ Date: _____

Parent/Legal Guardian permission: I give my permission for _____ to seek the position of representative on the Mayor's Youth Council.

Signature of Parent/Guardian: _____

Date: _____

Emergency phone number: _____

Emergency cell number: _____

Name of emergency contact and relationship to youth: _____

Deadline to apply: _____

Mail to: City of _____

Thank You

Appendix 5: Sample Youth Council oath of office

The following is a sample oath of office for new members of your Youth Council.

_____ Youth Council

Oath of Office

City of _____, Arkansas

I, _____ do solemnly swear or affirm that I will support, uphold and defend the Constitution of the United States of America, and the laws thereof; that I will support, uphold and defend the Constitution and laws of the State of Arkansas, not inconsistent therewith, that I will observe and obey the laws and ordinances of the City of _____, Arkansas; that I will faithfully perform and discharge the duties incumbent upon me as member of the _____Youth Council fairly and honestly and to the best of my skills and abilities.

_____

Council Member

Executed the _____ day of _____, 2023.

Appendix 6: Sample Youth Council bylaws

ARTICLE I
MEMBERSHIP

Section 1—Representation

The City Youth Council shall seek in its membership a diverse representation reflecting the community of _____.

Section 2—Membership Qualification

All members must live within the city limits of _____ and must be between the grades of 9–12.

Section 3—Term Limits

Terms shall be for two years, or until the student transfers or graduates from high school. Members may re-apply provided they remain within the grade limits of the membership qualifications.

Section 4—Application Process

Members of the City Youth Council shall be chosen through an application process. Interested parties shall complete a simple application form. The City Council shall review the application and select members of the Youth Council

Section 5— Appointment of Members

Each member of the City Council shall appoint two members to the Youth Council.

Section 6—Conduct

Each member of the Youth Council must conduct themselves in a positive, friendly and law-abiding manner at all times. Unruly and abusive behavior will not be tolerated and is grounds for dismissal from the Youth Council.

ARTICLE II
OFFICES

Section 1—Offices

The City Clerk shall serve as temporary chair for purposes of presiding over the election of the Youth Council Chairperson. The Youth Council shall elect from its members a Chairperson, Vice Chairperson, Secretary And Treasurer. The candidate receiving a majority vote of the Youth Council members shall be elected.

Section 2—Officer Duties

The duties of the officers shall be as follows:

A. The Chairperson shall preside at the meetings of the Youth Council and shall be charged with the administration of the affairs of the Youth Council with assistance from the office of the City Clerk. The Chairperson shall perform such other duties as provided by these bylaws or by rule of the Youth Council.
B. The duties of the Vice Chairperson shall be to perform the duties and exercise the power of the Chairperson during the absence of the Chairperson.
C. The Secretary shall determine a quorum for the meeting and report back to the City Clerk. The Secretary shall conduct the roll call at the start of the meeting. The Secretary shall preside at the meetings of the Youth Council and perform the duties and exercise the power of the Chairperson during the absence of both the Chairperson and the Vice Chairperson.
D. The treasurer shall report on the finances of the Youth Council and on fundraising activities.

Section 3—Election of Officers

The officers of the Youth Council shall be elected annually. The officers of the Youth Council shall be elected by a majority vote of the voting members present.

Section 4—Term of Officers

The term of all offices provided for in Article II hereof shall be for one year; however, all officers shall continue to hold office until their successors are elected. Officers of the Youth Council shall be elected at the first Youth Council meeting held in _____ of each calendar year.

Section 5—Vacancies of Officers

Should a vacancy occur in an office of the Youth Council by resignation, removal or by some other reason, the office shall be filled by an election for the vacant office at the next regular meeting of the Youth Council.

ARTICLE III
MEETINGS

Section 1—Regular Meetings

Regular meetings of the Youth Council shall be held once a month. The principal meeting place of the Youth Council shall be at _____City Hall. *Robert's Rules of Order* shall govern the proceedings of the Youth Council in all cases to which they are applicable, and in which they are not inconsistent with these bylaws. Matters for consideration by the Youth Council shall be presented only at Youth Council meetings. Before convening a meeting of the Youth Council, the Chairperson of the Youth Council shall inform the office of the City Clerk of the subject matter of the meeting.

The office of the City Clerk shall give public notice of the Meeting in accordance with the requirements of the Arkansas Freedom of Information Act. This notice shall include posting on the city's official website.

Section 2—Special Meetings

Special meetings may be called upon the request of the Chairperson. Request for special meetings shall be sent via electronic mail, or by telephone, to the office of the City Clerk at least 48 hours before the time of the meeting. This request shall include the reason or reasons for requesting the special meeting. The office of the City Clerk shall notify every member of the Youth Council via electronic mail or by telephone. No subjects other than those stated in the notice shall be considered at the special meeting.

Section 3—Open meetings

All meetings of the Youth Council shall be open to the public and be subject to all requirements of the Arkansas Freedom of Information Act.

Section 4—Quorum

The presence of a majority of the entire membership of the Youth Council shall constitute a quorum for a meeting of the Youth Council. A quorum is necessary to transact official business at any meeting.

Section 5—Voting

The affirmative vote of a majority of the members present shall be necessary to adopt a recommendation to be forwarded to the Youth Council for review and/or possible action.

Section 6—Order of Business

The Chairperson of the Youth Council shall, when present, call the members of the Youth Council to order. Before proceeding to business, the roll of the members shall be called, and the names of those present (and absent) entered in the minutes. If a quorum is present, the order of the business shall be:

A. Pledge of allegiance.
B. Approval of the minutes of the previous meeting.
C. Unfinished business.

D. Matters for consideration.
E. Announcements.
F. Adjournment.

Section 7—Recordings of Meetings

The proceedings of the Youth Council shall be recorded by the Secretary. Records shall be preserved in accordance with the record retention schedule established by the office of the City Clerk.

Section 8—Conduct of Members

No member of the Youth council shall interfere with the orderly progress of the meeting by leaving their seat or engaging in unnecessary conversation. Any member exercising any unprofessional conduct shall be reported to the City Council.

Section 9—Attendance

Attendance at regular Youth Council meetings is expected from all members. If a member cannot attend due to sickness or for a duly authorized reason, the member shall notify the office of the City Clerk who shall notify the Chairperson of the Youth Council. Any member who fails to appear and answer to their name when the roll is called at any regular meeting or special meeting shall be recorded as absent (excused or unexcused). Any member of the Youth Council who misses three consecutive meetings (excused or unexcused) shall be reported to the City Council.

ARTICLE IV
REPORTS

Section 1—Annual Report to the Youth Council.

The Chairperson or their designee shall make a report to the City Council of the activities and business of the Youth Council at least once each calendar year.

ARTICLE V
ROLE OF THE CITY COUNCIL

Section 1—Role of the City Council

The City Council shall receive recommendations for the Youth Council. The City Council shall provide support staff to the Youth Council to assist them in carrying out their duties. The City Council shall communicate upcoming issues to the Youth Council so they may respond and participate accordingly.

ARTICLE VI
BYLAWS AND AMENDMENTS

Section 1—Bylaws and Amendments

The bylaws of the Youth Council shall be reviewed once each year. The bylaws may be amended at a regular stated meeting provided two-thirds of the members of the Youth Council approve the amendment in a roll call vote, providing further that the amendment is part of the agenda for the meeting and the membership has been notified in writing. Bylaws and amendments must be approved by the City Council in order to take effect.

Adopted on this _____ day of _____, 202__.

_____ _____

Chairperson Secretary

Appendix 7: Sample Youth Council mission statement

Mission Statement of the _____ Youth Council

To provide _____ youth with the opportunity to participate in the city's decision-making process through recommendations to the City Council that address youth issues, promote existing positive programs, and develop programs, projects and activities for the young people if the City of _____, thereby promoting and encouraging the youth to become effective leaders in the community by helping shape the future of _____.

Appendix 8: Sample publicity action plan

PUBLICITY ACTION PLAN

There are several steps that can be taken to promote and publicize your youth council:

- ✓ Get the local media involved from the beginning!
- ✓ Be sure to designate a contact person for your youth council who can be reached by the media (ideally this would be your youth council coordinator, someone who works for the city).
- ✓ Write a guest editorial that talks about your youth council and its activities and submit it to your newspaper's opinion page editor.
- ✓ Schedule an editorial board meeting with your local newspaper(s) to formally discuss your city's youth council. Be sure to include city and school representatives.
- ✓ Notify the education reporter or one that covers city activities for your local newspaper. Invite the reporter to sit in on or be a part of any meetings or activities you have.
- ✓ Keep reporters informed of your activities. Send the local newspaper(s), television and radio stations(s) a media advisory to alert them to upcoming activities and a press release(s) to publicize your activities.
- ✓ As you coordinate with school officials and other groups, encourage them to assist you in generative publicity.
- ✓ Consider scheduling an interview about your projects/activities on local television or radio talk shows and/or your cable public access channel.
- ✓ Highlight your activities on your city's website or social media sites, with a link to the city council website. Be sure to put your website address on all communications with the media.
- ✓ If you conduct an event during Arkansas City Government Week, you can publicize participation and pride in the city government. Your event can be coordinated with other Arkansas City Government Week activities.
- ✓ Be sure to send thank you letters to the newspaper reporter/editor if you receive favorable press on the event.
- ✓ Don't forget to plan for and take good quality photos for reprint in local publications and for dissemination. The Arkansas Municipal League would be interested in these photos for possible use in their publications.

Appendix 9: Sample ideas for new and existing youth councils

Getting started/first-year councils:

1. Get to know your youth council members. Learn each member's skills and interests.
2. Hold meetings and focus groups with community members to receive ideas on what the community needs from the council. (Reach out to all groups in your city to make sure that you are representing the broadest possible base.)
3. Compile data for decision-making. (Examples: demographics, existing resources and services, and effectiveness of current services.)
4. Teach new members how city government works. (See steps 43-51.)
5. Create a mission statement.
6. Create a youth council logo.
7. Design a shirt to wear for special events.
8. Plan fundraisers to provide funds for council projects.
9. Establish youth council duties and positions. Hold mock municipal elections with the youth of the city.
10. Report regularly to the city council or commission.
11. Provide additional training to council members in areas such as college prep, leadership, teamwork, diversity, healthy habits or professional image.

Community Service Projects:

12. Create a "shop squad" to pick up groceries or medicine for the elderly or disabled.
13. Host a 5K run to support a charity.
14. Make gifts for kids in the hospital. (Examples: Distribute valentines, Halloween candy or holiday toys.)
15. Sponsor food and clothing drives.
16. Start a recycling program in your schools.
17. Donate food to families in need for the holidays.
18. Sponsor trash cleanup days for parks, streets or waterways. (Examples: Hold a citywide cleanup day, or have the council adopt a city street.)
19. Build community or school garden.
20. Create a website or social media campaign for a cause.
21. Partner with a local homeless shelter.
22. Host social and recreational activities that are drug- and alcohol-free, such as educational lock-ins.
23. Hold recycling collection dates for hazardous items, technology, etc.
24. Help with local events such as parades or festivals.
25. Connect low-income children or youth with local members of law enforcement during the holiday season to "Shop with a Cop."
26. Establish a "buddy program" to hang out with youth who have special needs.
27. Create a mural that depicts the values of your community.

Education/Outreach to Community:

28. Promote civic involvement with other youth through social media platforms.
29. Promote voting among youth.
30. Establish relationships with businesses and nonprofit organizations. (Example: Work with a local newspaper or radio or television station to promote and educate citizens on the work of your youth council.)
31. Lobby for issues important to youth.
32. Hold workshops on peer pressure, bullying or other problems facing teens.
33. Teach other interested groups about government via articles, seminars or videos.
34. Create a brochure about your council to give to local schools.
35. Reach out to younger youth to encourage them to join the youth council. (Invite them to a youth council meeting.)
36. Hold citywide study sessions for specific subjects or general exams.
37. Help your city promote and participate in Arkansas City Government Week.
38. Host an online scavenger hunt that promotes city services or your city's history.
39. Create videos about your city government or its staff.
40. Host a competition to find the best solution to a municipal problem.

Getting to Know Your Government:

41. Hold mock city council meetings and elections.
42. Hold a meet and greet with city staff.
43. Attend youth council conferences including the one held at National League of Cities' annual conference.
44. Have a "City Day" when municipal leaders meet with the youth in the community to speak on what municipal leaders do or to discuss issues in the community.
45. Create a shadow council. (Spend the day with a city council member, board members or city administrator.)
46. Invite guest speakers to talk about government, voting, mentoring or leadership.
47. Spend a day touring the state capitol, city departments or local history museums.
48. Attend the National League of Cities Civic Education Program during the Legislative Action Day.
49. Attend city council meetings or open houses.



Arkansas Municipal League
P.O. Box 38
North Little Rock, AR 72115-0038

501-374-3484
www.arml.org

Establishing a Youth Council

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1171

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Dir

DATE:

SUBJECT: **Resolution authorizing a Real Estate Purchase Contract with Reindl Properties, Inc. for the Construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza**

RECOMMENDATION:
Staff recommends approval of a resolution authorizing the mayor to sign the Real Estate Purchase Contract that includes terms of the development agreement with Reindl Properties, Inc., for the land sale of approximately .5 acres in the amount of $1,247,455.00 and authorize the mayor to execute all closing documents.

BACKGROUND:
Schematic design for the Ramble Civic Plaza, a 2019 voter approved downtown revitalization project, focused on the West Avenue civic space. The vision for the civic space was completed in January 2019, following a series of public design charettes. The design chosen by participants who engaged in the process consists of a gathering and event lawn, public plaza, garden spaces, and a civic promenade, with two buildings bordering the site on the north and south ends, as bookends of the plaza. The southern building will be integral to the site, as a backdrop for what will become a stage and performance area for the plaza. Additionally, the building will provide public restrooms accessible from the Razorback Greenway and Civic Plaza storage space within the ground floor.

A Request for Proposals (RFP) process solicited competitive development proposals for a public private partnership to build the southern anchor building on the West Avenue Civic Plaza. The RFP asked for an approximately 14,300 square foot building footprint with a height limit of seven stories and three primary facades. Additionally, the city requested that the building be constructed of high-quality and lasting materials that are complimentary to the overall aesthetic of the site and the emergent Arts and Entertainment District. The RFP, issued in August 2021, was advertised on several platforms, including on the Costar website which provides market-leading research on commercial real estate properties in nearly all markets and sub-markets. The RFP was downloaded by over 100 interested parties. A non-mandatory pre-proposal conference held in September, 2021 was attended by over 30 participants.

Additional Background:
Key to the design and planning of the overall spaces are the public private partnerships that can help activate the space and provide a mixed use, sales tax generating, downtown development project to complement the city's investment in The Ramble. Partners are both private developers and philanthropic support efforts.

Initial design for this transformative project was made possible by a 2017 grant from the Walton Family Foundation's Design Excellence Program. Award-winning landscape architects Nelson Byrd Woltz (NBW) were selected to design the corridor with the primary goals of:

- Increasing public access and strengthening the surrounding neighborhood,
- Leveraging the connected trail network,
- Demonstrating a commitment to sustainability, and
- Embodying an innovative spirit, encouraging visitors and residents to engage with the space in new ways.

There are five primary elements included in plans for the Cultural Arts Corridor bond project: The West Avenue Civic Space, West Avenue streetscapes, The Fay Jones Woods, The Razorback Greenway, and a new parking deck one block north of the corner of West Ave. and Dickson Street. In April 2019, citizens of Fayetteville voted to authorize a $31,685,000 bond for construction of the Cultural Arts Corridor Improvements.

Arts Corridor improvements to the Fay Jones Woods, the southern portion of the Razorback Regional Greenway, and the southern portion West Ave. began in September 2020 with construction completed in September, 2022. Construction of the new parking deck began in January 2022 with completion planned in October of 2023. In June 2021, after a 5-month public renaming process, the City announced The Ramble as the new name for the Cultural Arts Corridor.

On October 26, 2021, the City of Fayetteville accepted proposals for the southern anchor building on the Civic Plaza. One proposal was received from Reindl Properties that included a project team with a passion for high-quality construction, human-scaled design, craftsmanship, efficiency, and love of community. Their team includes:

- Brian Reindl - Developer and owner of the adjacent Metro Building along with several other properties in and around downtown Fayetteville.
- Rob Sharp - Architect and designer of several Fayetteville projects including: Three Sisters Building, Mill District, The Dickson Building and most recently the Network Building, which was designed to be the first net zero mixed-use building in Fayetteville.

The LOI specifies that the final development agreement includes a termination and buy back clause requiring Reindl properties to start construction on the new building within 12 months of the completion of the Civic Space. Also, Reindl Properties met with organizations for additional community input on the ways in which the proposed building will interact with the plaza and civic space.

As indicated in the LOI renderings, the proposed mixed-use building will be substantial and striking. The building's proposed uses will increase the liveliness of the adjacent Civic Plaza and attract visitors to the downtown. Hotel guests will eat, shop and recreate in the area, providing benefit to many existing local businesses. Initial analysis shows that the project would provide approximately $300,000 per year in sales and HMR taxes to the City plus another $63,000 per year in property tax to the City of Fayetteville for the general fund, library and fire and police departments. The construction impact of this $40 million construction project will approximately yield another $175,000 in sales tax revenue.

On October of 2022, Council passed Resolution 256-22 Authorizing the Mayor to Sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc., for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza.

DISCUSSION:

Since the approval of the Resolution:

- City staff and design consultants with Nelson Byrd Woltz have worked with Reindl Properties to finalize the building footprint in relationship to the trail relocation and relative to the final design of the Civic Plaza.
- Staff has worked with Reindl Properties to secure independent third-party appraisals.

The City provided to Reindl a list of 5 appraisal firms with experience in commercial real estate. From that list, Reindl selected three firms. The 3 firms provided certified property value reports. The average of the 3 was used for the agreed to values.

- Major terms and conditions for a proposed Agreement are included in this Real Estate contract as Drafted by Vicki Bronson of Connors and Winters Law Firm.

BUDGET/STAFF IMPACT:

Revenues will be recognized after the closings. Net proceeds from this real estate contract will be applied to the Restrooms/Storage located in the building, and Civic Plaza Improvements.

ATTACHMENTS: Copy of SRF-Real Estate Purchase Agreement South Civic Plaza (#3), Real Estate Purchase Contract (City Reindl) Redline 9-27-23 (002) (#4), Exhibit 1 (#5), Apprasials and Summary South Civic Plaza (#6), 601 W Center St Deed (#7), 256-22 RESOLUTION (#8), Exhibit 2 South Elevation (#9), Exhibit 3 Fay Park Hotel - North Rendering (#10), Exhibit 3 Fay Park Hotel - City Storage (#11), Exhibit 3 Fay Park Hotel - City Toilets (#12), 20231012 REVISED Exhibit 3 Fay Park Hotel level 1 (#13), 20231012 REVISED Exhibit 3 Fay Park Hotel Level 2 (#14), 20231012 REVISED Exhibit 2 Fay Park Hotel - South Rendering (#15), 20231012 Attachment Fay Park Hotel Progression Summary (#16), REAL ESTATE PURCHASE CONTRACT - revised 10-12-23 (#17), COF Letter with Parking Study (#18), Hotel Valet Lot Layout (#19), Survival of Contractual Obligations, Representations, and Agreements as Restrictive Covenants (#20), REAL ESTATE PURCHASE CONTRACT (City Reindl) revised 10-17-23 clean (#21)

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

File #: 2023-1171

Resolution authorizing a Real Estate Purchase Contract with Reindl Properties, Inc. for the Construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REAL ESTATE PURCHASE CONTRACT WITH REINDL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 0.5 ACRES OF CITY PROPERTY IN THE SOUTH END OF THE CIVIC PLAZA FOR THE AMOUNT OF $1,247,455.00

WHEREAS, in October 2022, the City Council approved Resolution 256-22 authorizing the Mayor to sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc. for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza; and

WHEREAS, Mayor Jordan recommends that the City Council approve the terms of the sale set out in the real estate purchase contract negotiated with Reindl Property, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a real estate purchase contract with Reindl Properties, Inc., a copy of which is attached to this Resolution, for the land sale of approximately 0.5 acres in the amount of $1,247,455.00, and further authorizes the Mayor to execute all closing and other documents necessary to effectuate the sale.

City of Fayetteville Staff Review Form

2023-1171

Item ID

10/17/2023

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

Wade Abernathy	9/29/2023	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Adopting an Ordinance authorizing the mayor to sign the Real Estate Purchase Contract the includes the terms of the development agrement with Reindl Properties, Inc. for the South Civic Plaza land sale of approximately .5 acres in the amount of $1,247,455.00 and authorize a Trail Easement purchase in the amount of $259,084.00

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?		Total Amended Budget	$ -
		Expenses (Actual+Encum)	$ -
		Available Budget	$ -
Does item have a direct cost?		Item Cost	$ -
Is a Budget Adjustment attached?		Budget Adjustment	$ -
		Remaining Budget	$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 256-22

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

REAL ESTATE PURCHASE CONTRACT

THIS **REAL ESTATE PURCHASE CONTRACT** (this "**Contract**") is made and executed as of the 29th day of September, 2023, by and between **REINDL PROPERTIES, INC**. and or Affiliates ("**Buyer**") and **CITY OF FAYETTEVILLE, ARKANSAS** ("**Seller**") as follows:

1. THE PROPERTY

For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller that certain real estate owned by Seller located adjacent to West Avenue and Spring Street in Fayetteville, Washington County, Arkansas, (the "**Property**"), in the approximate location as depicted on Exhibit 1 attached hereto, the exact legal description to be determined by survey, together with all Seller's rights, title and interest in all public and private streets, roads, avenues, alleys and passageways, and all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Property.

2. PURCHASE PRICE

Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be One Million Two Hundred Forty-seven Thousand Four Hundred Fifty-five Dollars ($1,247,455.00,) to be paid in cash at Closing.

3. DEED

On the Closing Date, Seller shall execute a deed to sell and convey to Buyer good and marketable title to the Property by special warranty deed in the form reasonably prescribed by Buyer (the "**Deed**"), subject to no liens, claims, or encumbrances ("**Encumbrances**"), except (a) a restriction concerning Prohibited Uses as defined in Paragraph 31; and (b) liens for ad valorem taxes that are not yet due and payable and (c) those title and survey exceptions either waived or approved in writing by Buyer after Buyer's review of the Commitment, Survey (as those terms are hereinafter defined), and legible copies of all title exception documents identified on the Commitment and Survey (the "**Permitted Exceptions**"). Title to the Real Property as aforesaid shall be insured by the Title Company as provided in Section 5.

4. SURVEY

Buyer will order an ALTA survey (the "**Survey**") within five (5) days of the execution of this Contract. Buyer and Seller will each pay one half of the cost of the Survey. The Survey will include the location and boundaries of the Property and the Public Easement (defined and described in paragraph 30). The Survey and the boundary lines of the areas surveyed therein shall be subject to the mutual agreement of Buyer and Seller.

5. TITLE INSURANCE

Commitment and Title Policy. Within ten (10) business days after the date of this Contract, Seller will order a preliminary title insurance commitment (the "**Commitment**") from

Bronson Abstract Company, Fayetteville, Arkansas (the "**Title Company**") pursuant to which the Title Company shall agree to issue to Buyer, an ATLA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring marketable fee simple title to the Real Property in Buyer upon recording of the Deed.

Seller's Title Documents. Seller shall, at Seller's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by the Seller, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Seller's Title Documents**").

Buyer's Title Documents. Buyer shall, at Buyer's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by Buyer, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Buyer's Title Documents**").

6. TITLE AND SURVEY DEFECTS

Buyer shall have ten (10) days from the receipt of the Title Commitment and copies of documents constituting exceptions to title and the Survey to examine the same and to specify to Seller in writing any matters which Buyer finds objectionable (the "**Encumbrances**").

Seller shall have thirty (30) days to cure or remove all Encumbrances at its cost and expense. If Seller fails to cause all the Encumbrances to be removed within such 30-day period or if Seller notifies Buyer of its decision not to cure or remove some or all of the Encumbrances, Buyer's remedy shall be to:

(i) Terminate this Agreement by giving Seller written notice thereof;

(ii) Agree to extend additional time to Seller to cure or remove all Encumbrances; or

(iii) Elect to purchase the Property subject to the Encumbrances and the Encumbrances not so removed or cured shall be deemed Permitted Exceptions and the Purchase Price shall not be reduced by any amount.

7. INVESTIGATION BY BUYER

Buyer has the right to conduct such due diligence as Buyer deems necessary in Buyer's sole discretion from the date of the execution of this agreement and continuing through five (5) business days prior to Closing; provided, however, Buyer may not conduct any intrusive testing in the subsurface soil or take any bore samples without the prior, written consent of the Seller. If Buyer, in its sole discretion is not satisfied with the results of its due diligence, Buyer may terminate this Contract at any time prior to Closing by providing written notice to Seller, whereupon this Contract shall be terminated and neither party shall have any further obligation to the other party.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer the following through the date hereof and as of the Closing Date to the best of Seller's knowledge:

8.1 Except as disclosed to Buyer in writing there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

8.2 Seller represents and warrants that at the time of acceptance hereof and at Closing, Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

8.3 There are no actions, suits, lawsuits, proceedings, or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use, or operation of any part of the Property pending in or before any court, agency, commission, or board.

8.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Seller.

8.5 Seller has not received notice from any governmental authority, stating that the Property is currently in violation of any zoning, environmental, or other land use regulations or in violation of any required licenses, registrations, certificates, permits, approvals, or other governmental authorizations relating to the use and operation of the Property. If Seller receives such a notice prior to Closing, Seller shall promptly notify Buyer of such a notice and deliver a copy thereof to Buyer.

8.6 Seller has not received any notice relating to its period of ownership of the Property that the Property is in violation of any applicable governmental law, regulation, or requirement relating to environmental or occupational health and safety matters or Hazardous Substances ("Environmental Laws"). As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials, and wastes which are regulated as hazardous or toxic under applicable local, state, or federal law or which are classified as hazardous or toxic under applicable Environmental Laws.

8.7 Seller has not stored, processed, or disposed of hazardous or toxic substances on the Property.

8.8 No underground storage tanks are located on the Property.

For the purposes hereof, the term "Seller's Knowledge" means the actual knowledge of _____, without any duty of inquiry or investigation.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT DELIVERED BY SELLER, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller the following through the date hereof and as of the Closing Date to the best of Buyer's knowledge:

9.1 Buyer represents and warrants that at the time of acceptance hereof and at Closing, Buyer is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

9.2 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Buyer.

9.3 Buyer has full authority to enter into this Contract and fulfill all its obligations pursuant therewith.

"Buyer's Knowledge" means the actual knowledge of Brian Reindl.

10. TAXES AND ASSESSMENTS

No tax prorations will occur because Seller is not subject to real estate taxes. Buyer is responsible for paying all real property taxes and assessments due and payable after the date of Closing.

11. CLOSING COSTS AND ADJUSTMENTS

Seller's Costs. Seller shall pay the cost of (1) one-half of the documentary stamps; (2) the cost of the owner's portion of the title insurance policy; (3) one-half the Title Company's closing fee and document preparation fee; (4) the Title Company's title search fee; (5) all certificates, instruments and documents which Seller is required to deliver or cause to be delivered; (6) one-half of the Survey; (8) one-half of the cost of appraisals required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract; and (7) its legal fees and expenses.

Buyer's Costs. Buyer shall pay the cost of (1) one-half of the documentary stamps; (2) one-half the Title Company's closing fee and document preparation fees; (3) the cost of any loan policy of title insurance including all endorsements required by Buyer's lender; (4) all certificates, instruments and documents which Buyer is required to deliver or cause to be delivered; (5) Buyer's legal fees and expenses; (6) one half of the Survey; and (7) one-half of the cost of any third appraisal required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract.

12. CONDEMNATION AND CASUALTY

If, prior to the Closing Date, all or any part of the Property shall be condemned by governmental or other lawful authority such that the remaining property is insufficient for Buyer to construct the Mixed Use Building (as defined below), Buyer shall have the option, exercised by delivery to Seller of written notice of such election on or before the fifteenth (15th) business day following the date on which Buyer receives from Seller written notice of such condemnation of either (a) completing this transaction, in which event (i) there shall be no reduction of the Purchase Price, (ii) Seller shall have no duty to repair or restore, (iii) Seller shall pay to Buyer all condemnation proceeds received by Seller with respect to such condemnation, and (iv) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds, or (b) terminating this Contract.

13. LEASES AND OTHER AGREEMENTS

During the period from the date of this Contract to and including the Closing Date, Seller shall not, without the prior written consent of Buyer enter into a lease of the Property that has a term extending beyond the Closing Date.

14. CLOSING

Closing Date. Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer and Seller, and this Contract has not been terminated in accordance with the provisions herein set forth, the transaction contemplated herein shall close within thirty (30) days of the satisfaction or fulfillment of all conditions of closing, or such other date as is mutually agreeable to Seller and Buyer, PROVIDED, however, that if Closing does not occur on or before _____ , Seller may, in its sole discretion, terminate this Contract and neither party shall have any further obligations to the other party. Such date for the closing of title is herein called the "**Closing Date**" or such occurrence is called the "**Closing**" or "**closing**".

Seller's Deliverables. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following: (a) Special Warranty Deed; and (b) Seller's Closing Statement and such other documents as Title Company may require at Closing and which are approved by the Seller.

Buyer's Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following: (a) by federal wire transfer of funds to the Title Company's escrow account an amount equal to (i) the balance of the Purchase Price due at closing, adjusted as herein provided, plus (ii) the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer's closing statement; (b) and Buyer's Closing Statement and such other documents as Title Company may require at Closing.

15. POSSESSION

Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

16. BROKERAGE

Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

17. SURVIVAL

Except as otherwise set forth herein, all warranties, representations, covenants, obligations,
and agreements contained in this Contract shall survive the closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder for a period of six (6) months.

18. TIME

Time is of the essence of this Contract.

19. NO WAIVER

Except as herein expressly provided, no waiver by a party of any breach of this Contract or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by the other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Contract or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

20. INSTRUMENTS IN WRITING

No agreement, consent, approval, notice, amendment, modification, understanding, or waiver of or with respect to this Contract or any agreement, instrument, or document entered into pursuant to or with respect to this Contract, or any term, provision, covenant, or condition hereof or thereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

21. NOTICES

Any and all notices, requests, demands, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile delivery (with confirmation by hard copy), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the

sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

If to Buyer: Reindl Properties, LLC
Attn: Brian Reindl
509 W Spring St, Ste 310
Fayetteville, AR 72701
greaterproductions@gmail.com

With copy to:
Reed Law Firm, P.A.
3301 S. Market St, Ste 211
Rogers, AR 72758
chris@reedlaw-planning.com

If to Seller:
City of Fayetteville
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701
Mayor@fayetteville-ar.gov

With a copy to: Vicki Bronson
Conner & Winters, LLP
4375 N. Vantage Dr., Suite 405
Fayetteville, AR 72703
vbronson@cwlaw.com

Either party may designate a different address or addresses for itself by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

22. ENTIRE AGREEMENT

This Contract contains the entire agreement with respect to the transactions contemplated herein, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the same, and neither party is relying on any representation or statement not specifically contained herein.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas.

24. ESTOPPEL

Each party confirms and agrees that (a) it has read and understood all of the provisions of this Contract; (b) it has negotiated with the other party at arm's length with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

25. JOINT PREPARATION

This Contract is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

26. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

27. WAIVER OF JURY TRIAL

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT.

28. ATTORNEYS FEES

If either party is required to bring litigation to enforce its rights under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs, including expert witness fees.

29. CONTINGENCIES

In addition to any other conditions or contingencies contained herein, the parties' obligations to close on this transaction are conditioned upon satisfaction of the following conditions on or prior to Closing:

A. Buyer and Seller's approval of the Survey.

B. Buyer and Seller's approval and execution of a Development Agreement concerning the Mixed-Use Building as more particularly described in Paragraph 31.

C. Buyer and Seller's approval and Buyer's execution of the Public Easement, as more particularly described in Paragraph 30.

D. Buyer's execution and delivery to Seller of a perpetual easement for the use of the City Restrooms and Storage Space as provided in Paragraph 31.

30. ADDITIONAL CONSIDERATION

As additional consideration for the transactions contemplated herein Buyer agrees to grant a permanent easement to Seller for pedestrian walking and biking trails ("**Public Easement**") located across real property currently owned by Buyer adjacent to the Property. The exact location of the Public Easement shall be determined by the Survey. In consideration for Buyer's conveyance of the Public Easement, Seller will pay Buyer Two Hundred Fifty-nine Thousand Eighty-four Dollars ($259,084.00), which represents the fair market value as determined by the

parties' appraisals and which shall be deducted from the Purchase Price at Closing. A reconciliation of the final price will be done with final survey and closing documents.

31. DEVELOPMENT OF THE MIXED-USE BUILDING

A material condition of Seller's agreement to sell the Property to Buyer is for Buyer to develop and construct a Mixed-Use Building ("Building") on the Property as described in that certain Letter of Intent executed between the parties dated effective November 9, 2022. The approval of a Development Agreement by Buyer and Seller concerning the design, construction, and use of the Building and allocation of any shared costs associated with the construction of the City Restrooms and Storage Space is an express condition to the Buyer and Seller's obligations under this Contract. The Development Agreement shall incorporate, at a minimum, the following terms:

A. Buyer will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, and must contain a minimum of one restaurant, café, or coffee shop at ground level. The Building may include additional uses as necessary to meet the financial goals of the project if approved by Seller. The following Use Units *may* be allowed, subject to the Seller's prior approval in conjunction with the Seller's typical processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

Provided, however, that nothing contained in this Contract is intended to be nor may be construed to be a promise or agreement that Seller will approve any of the specific uses described above. The uses permitted are subject to Seller's prior approval according to Seller's typical processes and procedures for considering and determining permitted uses. In addition, certain uses which may be allowed under the zoning categories described above require a conditional use permit, including, but not limited to Unit 35: Outdoor Music Establishments. Because of the proximity to the Civic Space (Seller's property adjacent to the Property a/k/a the Ramble) as well as the Walton Arts Center and other local businesses, the use of amplified music on the Property requires specific approval by Seller in advance and is subject to all reasonable conditions which Seller requires, including, but not limited to prohibiting the use of amplified music after 10:00 p.m. Nothing in this Contract is intended to be nor may be construed to be a waiver or release of any of Seller's requirements or conditions for receiving a conditional use permit for any use that may be allowed under the zoning categories stated above.

Further provided, none of the following uses will be permitted on the Property (the "**Prohibited Uses**") at any time: crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory;

fraternity/sorority housing; and slot car track. Any deed from the Seller conveying the Property to Buyer will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

B. As befits its prominent location, the Building will be a substantial and attractive building. The Building's design, plans and specifications, including, but not limited to exterior finishes, and site development are subject to Seller's development review process, ordinances, and rules and must be approved by Fayetteville City Council. Nothing in this Contract is intended to or may be construed as a waiver of any of Seller's ordinances, rules, or regulations.

C. The Building will have three primary facades; one facing the Civic Space to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

D. The Building shall be designed and built in substantial compliance with the drawings, depictions, and concepts on the attached Exhibit 2 which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibit 2 may not be approved by Fayetteville City Council.

E. The design and construction of the Building shall comply with all local, state, and federal building codes, rules, regulations, and laws, including those of Seller.

F. Buyer must present its application for Planned Zoning District (PZD) Review approval, along with all required documents no later than July 1, 2024. The Building and associated improvements are subject to approval pursuant to City of Fayetteville Development Review codes, processes, and procedures, including review by Planning Staff, Planning Commission, and City Council. Documents shall include all building facades, floor plans of all levels, infrastructure improvements, multi-use trail details, and all other requirements of City of Fayetteville codes.

G. Notwithstanding anything contained herein to the contrary, if Buyer does not secure a Building Permit for the Building within twelve (12) months of substantial completion of Seller's Civic Space, then this Contract and all agreements pertaining to this Contract shall be null and void and neither party shall have any obligations to the other party.

H. If Buyer fails to either (a) commence construction of the Building within sixty (60) days of Seller issuing a Building Permit or (b) complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then Seller at its sole discretion shall have the absolute and unconditional right to buy the Property back from Buyer, and any improvements made as of that date. If Seller elects to exercise its rights under this paragraph, the purchase price Seller will pay Buyer will be the original Purchase Price Buyer paid Seller for the Property, plus the fair market value of the completed improvements on the Property as determined by a third-party real estate appraiser, less all amounts paid by Seller for construction or construction estimates for the City Restrooms and Storage Space. The provisions for selection of appraisers contained in Paragraph 30 also apply to this Paragraph.

I. The Building must be designed and constructed to provide a ground floor that is open and inviting to the public on the north side to accentuate and facilitate the use of the Civic

Space. The hotel lobby shall be located on the ground floor and shall be open and inviting. Additionally, a bar, restaurant or café and retail uses will be provided on the ground floor.

J. Buyer agrees to make a good faith effort to purchase building supplies and materials locally to support sales tax revenue for Seller.

K. Buyer must provide all parking required by Seller's parking codes and requirements at Buyer's cost. Buyer must provide the amount of valet parking to Building guests that is usual and typical for the size of the Building. As a condition of this Contract and prior to Closing, Buyer must own or have a written lease for sufficient property to provide parking as required by Seller's parking requirements, including but not limited to City Code sections 172.05 and 156.03C(5). To the extent Seller has any excess parking spaces available Seller agrees to lease the excess parking spaces to Buyer at current market rates. Seller makes no representations that it has any parking spaces available to lease to Buyer.

L. All Building loading recycling, and solid waste and associated receptables must be located on the west side of the Building. No such activities will be permitted from or facing any public street.

M. The Building design and construction will incorporate sufficient air filtering to promote indoor air quality.

N. The Building will be designed and constructed to provide an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. The Building will implement the use of smart energy-management systems to decrease energy use in the Building, including but not limited to the installation of smart systems to avoid heating and cooling vacant rooms.

O. Buyer and Seller will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. The amount of the costs of those improvements and an agreement as to which costs will be paid by Seller and which will be paid by Buyer are a condition of this Contract and a condition of Closing. Once the costs for these improvements are established, Buyer and Seller agree to pay their pro-rata share of such costs.

P. Seller agrees to pay one half of the cost of extending water and sanitary sewer to the Building's site to provide water and sewer to the City Restrooms. Once the costs for these improvements are established, Seller agrees to pay that amount to Buyer. The amount of such costs must be reasonable and must be approved by Seller in advance in writing.

Q. Seller will assist Buyer in coordinating burial of existing power lines to the extent necessary; however, Seller has no obligation to incur any costs associated with burying overhead power lines.

R. Buyer is responsible for providing all water, sewer, electrical, cable, telephone, gas, or other utilities to the Building. Seller has no obligation to incur any costs associated with Buyer's installation of utilities except for the costs associated with extending water and sewer to the Building site, if any, for the City Restrooms as described above. If it is necessary for Seller to grant utility easements across its property to provide utilities to the Property, Seller agrees to grant a utility easement, provided however, that the location of the easement and any utility lines and equipment are subject to Seller's prior approval.

S. The Building shall contain public restrooms at street level, accessible from the Frisco Trail to serve trail and other public space users (the "City Restrooms"). The Building shall also contain a storage space for storing equipment associated with the planned performance area of the Civic Space and such other items which City desires ("Storage Space"). In addition:

i. All City Restrooms must comply with the Americans with Disabilities Act.

ii. Buyer shall be responsible for constructing the City Restrooms and Storage Space to a "white box" finish, subject to Seller's approval of the design. The City Restrooms and Storage Space contain a minimum of 1,600 square feet. The Storage Space shall be located on the west side of the Building for convenient access to the City Space. The approximate location of the City Restrooms and Storage Space are shown on Exhibit 3, attached.

iii. The costs of construction of the City Restrooms as a white box finish and the Storage Space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical rough in, plumbing, and HVAC equipment and services, and other elements to be paid by the Seller agreed to prior to commencement of construction of the Building. Buyer is responsible for completing and delivering the City Restrooms in a white box finish and Seller is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

iv. The Seller shall have exclusive use, control, possession, and right to the City Restrooms and Storage Space pursuant to a perpetual exclusive easement to be granted by Buyer, the form of which must be agreed to by the parties and executed prior to or at Closing. Restrooms and storage to be maintained and serviced by the Seller.

v. In addition to the City Restrooms, the Building must contain separate public restrooms at ground level for the use of the Building's patrons as required by all Seller, state, and federal ordinances, rules, and regulations.

T. The Building shall contain a street level "back of house" space to be used by event organizers in the approximate location as shown on Exhibit 3.

U. Buyer, at its expense, will implement, install, and maintain landscaping on the Property as required by Seller pursuant to plans developed by Seller's landscape design architects.

V. Seller shall maintain exclusive control of all of Seller's property and exterior spaces adjacent to the Building and Property. Should Buyer desire to use any Seller property, the use must be coordinated with Seller and anchor institutions adjacent to the area, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the Seller to represent its interests in creating a lively and attractive park and Civic Plaza. Buyer must apply for use of Seller's property in the same manner as any other member of the public.

W. The Building shall provide a location for the display of local art, to be coordinated between Buyer and local arts organizations, schools, or the Seller.

X. All other terms and conditions as the parties may agree.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

BUYER:

REINDL PROPERTIES, INC.

By: 

Brian Reindl

Date: 09/29/2023

SELLER:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____

Kara Paxton, City Clerk-Treasurer

EXHIBIT 1

Drawing of appropriate location of the Property

EXHIBIT 2

Conceptual Building design and materials

EXHIBIT 3

Depiction of approximate location of City Restrooms, Storage Space,

and back of house space

Exhibit 1

BUILDING ENVELOPE TO STAY 3'-0" CLEAR OF EDGE OF PROPOSED GREENWAY

PROPERTY SALE

PROPOSED LOT SPLIT BOUNDARY

EXISTING PROPERTY LINE

LIMIT OF WORK FOR CIVIC SPACE CONSTRUCTION

GREENWAY ALIGNMENT AND EASEMENT

Restrocted use property included in the total sales agreement.

PROPOSED LOT SPLIT
DEVELOPER AGREEMENT
JULY 19, 2022

0 10' 20' 40'

N

Abernathy, Waylon

From: Abernathy, Waylon
Sent: Tuesday, November 29, 2022 4:01 PM
To: Norton, Susan
Subject: List of appraisal firms for South Civic Plaza Site
Attachments: APPRAISE.LST.2022.doc

Attached is the list of appraisers that I received from our Land Agent.
It includes appraisal firms that I had already researched that would be better suited for this type of project. (I omitted one from the original list).
Bryan and I discussed the strategy of the City providing a list of 5 firms, in which he would select 3. We would engage all 3 and take the average appraised value.
This seems like a fair approach to me.

Wade Abernathy
Director of Bond Projects and Facilities
City of Fayetteville
wabernathy@fayetteville-ar.gov
T 479-575-8361

CITY OF FAYETTEVILLE ARKANSAS

APPRAISERS LIST

	Quote	Time	Comments
Avaluations, LLC P.O. Box 2991 Fayetteville, AR 72702 Phone (479) 695-1371 Email: avalue@cox-internet.com			
HCA Principal Commercial Appraisals ATTN: Zach J. Holland PO Box 1501 Fayetteville, AR 72702 479-276-2149 holland@hollandcommercialappraisals.com			
The Real Estate Consultants ATTN: Mark Risk P.O. Box 747 118 N. East Avenue Fayetteville, AR 72702 PHONE: 479-442-0762 MOBILE: 479-530-2250 FAX: 479-442-6586 mrisk@trecinc.net			
Reed & Associates, Inc. ATTN: Tom Reed 3739 N. Steele Blvd., Suite 140 Fayetteville, AR 72703 PHONE: 479-521-6313 treed@reedappraisal.biz khampton@reedappriasal.biz			RFQ20-05 Resolution 104-21
Ferstl Valuation Services Attn: J T Ferstl 101 W Mountain, Ste 210A&B Fayetteville, AR 72701 PH: 479-595-0245 jtferstl@ferstlvs.com			

Narrative _____ Easement _____ Photos Required _____
Form _____ Fee Simple _____ Notify Owner _____
Letter _____ Other _____ Federal Project _____

COMMENTS: _____

South Plaza Property Apprasials Comparison and Average																						
			Holland Commercial Appraisers					**Ferstl Valuaton Services**					**The Real Estate Consultants**						**Average**			
Tract A Hotel Property																						
Value				1,150,000				1,240,011					1,075,000						1155004			
Square Feet				21,927				21,927					21,927									
Price/Square Feet				$54.00				$54.91					$49.01						52.64			
Tract B Limited Use Land																						
Value				58,000				60,952					99,000						92,451 (Based on 2196 square f			
Squae Feet				2196				1100					2196									
Price/Square Feet				$26.41				$54.91					$45.00						42.10667			
Tract C Permanet Trail Easement																						
Value				270,000				385,000					220,000						259,084 (Based on 5220 square			
Suare Feet				5220				6988					5220									
Price/square Feet				$51.75				$55.00					$42.15						49.63333			

eet)
feet)

EXECUTIVE SUMMARY

PHYSICAL CHARACTERISTICS	
Reindl Properties, Inc / Civic Plaza	Property Name
N West Ave	Street Address
Fayetteville	City
AR	State
72701	Zip
0.50	Acres - Land (Tract A)
21,927	SqFt - Land
0.05	Acres - Land (Tract B)
2,196	SqFt - Land
0.12	Acres - Land (Tract E)
5,220	SqFt - Land
MSC; Main Street Center	Zoning

VALUE INDICATIONS	
8 Months	Exposure Time
1/26/2023	Effective Date
$ 1,150,000	**Tract A Indicated Value** Hotel
$ 58,000	**Tract B Indicated Value** Restrictive use
$ 270,000	**Tract E Indicated Value** TRAIL

$54/sq.ft
$26.41/sq.ft
$151.75/sq.ft

Civic PlazaThe subject consists of three adjacent tracts of land in downtown Fayetteville's entertainment district. All three tracts are part of parent tracts expected to be split up.

Tract A +/-21,927 SqFt – future hotel site.

Tract B +/-2,196 SqFt – limited use land; no permanent structures allowed

Tract E +/-5,220 SqFt permanent easement to re-rout the current Greenway / Frisco Trail.

The three tracts are currently being used as paid public parking, but the city has plans to turn the parking lot into a city park and there is a planned hotel to be constructed on Tract A.

We are appraising the tracts under the hypothetical condition that the lot splits have already occurred as described by the client. See further extraordinary assumptions and hypothetical conditions on the following page.

APPRAISERS:
Zach J Holland, AR CG 2911
Dallas Bartholomew, AR RA 4412

This analysis is based upon market indicated data, trends, and values as of the date of this report. The appraisers cannot anticipate unforeseen future market variations and or a change including new competitive properties in the marketing area. The appraisers signing this appraisal report have no knowledge concerning the presence or absence of environmental contamination. If such is present, the value of the property may be adversely affected, and a reanalysis at additional cost to estimate the effects of such.

This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan. The following table conveys the final opinions of value developed in this appraisal report. This value is subject to the hypothetical conditions and extraordinary assumptions stated within the appraisal report.

1 - Hotel 2 - RESTRICTED USE

MARKET VALUE CONCLUSION

VALUATION SCENARIO	INTEREST APPRAISED	DATE	VALUE
21,927 sq.ft. Tract A / Tract B Market Value 1,110 sq.ft.	Fee Simple	February 10, 2023	$1,265,000 = $54.91/sq.ft.
6,488 sq.ft. Tract C - Acquisition Value	Fee Simple	February 10, 2023	$385,000 = $55/sq.ft.

TRAIL

If there are any specific questions or concerns regarding the attached Appraisal Report, or if Ferstl Valuation Services can be of additional assistance, please contact our office.

Sincerely,

FERSTL VALUATION SERVICES

Brad Tharp, MAI, SRA
Certified General Appraiser
Arkansas License No. 3734
Expiration Date: 6/30/2023
btharp@ferstlvs.com

J.T. Ferstl, J.D., MAI
Certified General Appraiser
Arkansas License No. 1750
Expiration Date: 6/30/2023
jtferstl@ferstlvs.com

Stephen Tharp, SRA
Certified Residential Appraiser
Arkansas License No. 4331
Expiration Date: 06/30/2023
stharp@ferstlvs.com

EXECUTIVE SUMMARY

PROPERTY IDENTIFICATION

Name	Commercial Land
Property	Land - Commercial Land
Address	N West Avenue
City, State Zip	Fayetteville, Arkansas 72701
County	Washington County
MSA	Fayetteville-Springdale-Rogers, AR-MO MSA
Market / Submarket	Northwest Arkansas / Downtown Fayetteville
Geocode	36.065022,-94.166167
Census Tract	05-143-011302

SITE DESCRIPTION

Number of Parcels	3 Hotel Restricted use						TRail 6,988 sq.ft	
Parcel Numbers	765-01743-003, 765-01743-002, 765-01743-004							
Property	Tract A		Tract B		Tract C - Before		Tract C - After	
Land Area	Square Feet	Acres	Square Feet	Acres	Square Feet	Acres	Square Feet	Acres
Total	21,927	0.50	1,110	0.03	16,988	0.39	10,000	0.23
Zoning	Main Street Center (MSC)		Main Street Center (MSC)		Main Street Center (MSC)		Main Street Center (MSC)	
Shape	Irregular		Irregular		Irregular		Irregular	
Topography	Level		Level		Level		Level	
Flood Zone	Zone X (Unshaded)		Zone X (Unshaded)		Zone X (Unshaded)		Zone X (Unshaded)	

EASEMENT DESCRIPTION

Property Type	Greenway Easement	
Land Area	Square Feet	Acres
Total	5,520	0.13

QUALITATIVE ANALYSIS

Site Quality	Average
Site Access	Average
Site Exposure	Average
Site Utility	Average

HIGHEST & BEST USE

Proposed Construction	No
As Vacant	Commercial

EXPOSURE & MARKETING TIME

Exposure Time	12 Months or Less
Marketing Time	12 Months or Less

There are three tracts of land included in this analysis. These properties are located west of N West Avenue, south of Dickson Street, and north of Metro District. These tracts are described as Tract A, Tract B, and Tract C for this analysis. Tract A includes approximately 21,927 square feet; Tract B includes approximately 1,110 square feet; Tract C includes 16,988 square feet. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. Site sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. The property is within Census Tract No. 05-143-011302.

Section I – Executive Summary

RESTRICTED USE ESST

Salient Facts & Conclusions

Property:	A part of the SW1/4 of the NE ¼ of Section 16, Township 16 North, Range 30 West, City of Fayetteville, AR. West Ave. South of Dickson St.
County:	Washington
Parcel #(s):	Pt. of Parcel #765-01743-002
Fee Owner:	City of Fayetteville
Subject Location:	S. West Ave., south of Dickson St. - Fayetteville, AR 72701
Estate Appraised:	Fee Simple
Size:	Site – 2,196 Sq Ft.
Effective Date:	March 1st, 2023 - The Date of Inspection
Utilities:	All Municipal Utilities Are Available
Zoning:	Main Street Center
Highest and Best Use:	Assemblage with adjoining property

Value Indications:		
	Market Data Approach	$99,000 – $45 / sq.ft.
	Cost Approach	NA
	Income Approach	NA

Final Estimate of Market Value: **$99,000**

Note:
This appraisal report has been prepared for the exclusive benefit of the City of Fayetteville. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written permission does so at their own risk.

Section I – Executive Summary

Salient Facts & Conclusions

TRAIL

Property:	A part of the SW1/4 of the NE ¼ of Section 16, Township 16 North, Range 30 West, City of Fayetteville, AR. West Ave. South of Dickson St.
County:	Washington
Parcel #(s):	Pt. of Parcel #765-01743-004
Fee Owner:	City of Fayetteville
Subject Location:	East of the Frisco Railway, south of Dickson St. - Fayetteville, AR 72701
Estate Appraised:	Fee Simple
Size:	Site – 5,220 Sq Ft.
Effective Date:	March 1st, 2023 - The Date of Inspection
Utilities:	All Municipal Utilities Are Available
Zoning:	Main Street Center
Highest and Best Use:	Assemblage with adjoining property

Value Indications:			
	Market Data Approach	$220,000	$42.15 / sq. ft.
	Cost Approach	NA	
	Income Approach	NA	

Final Estimate of Market Value: **$220,000**

Note:
This appraisal report has been prepared for the exclusive benefit of the City of Fayetteville. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written permission does so at their own risk.

Section I – Executive Summary

HOTEL

Salient Facts & Conclusions

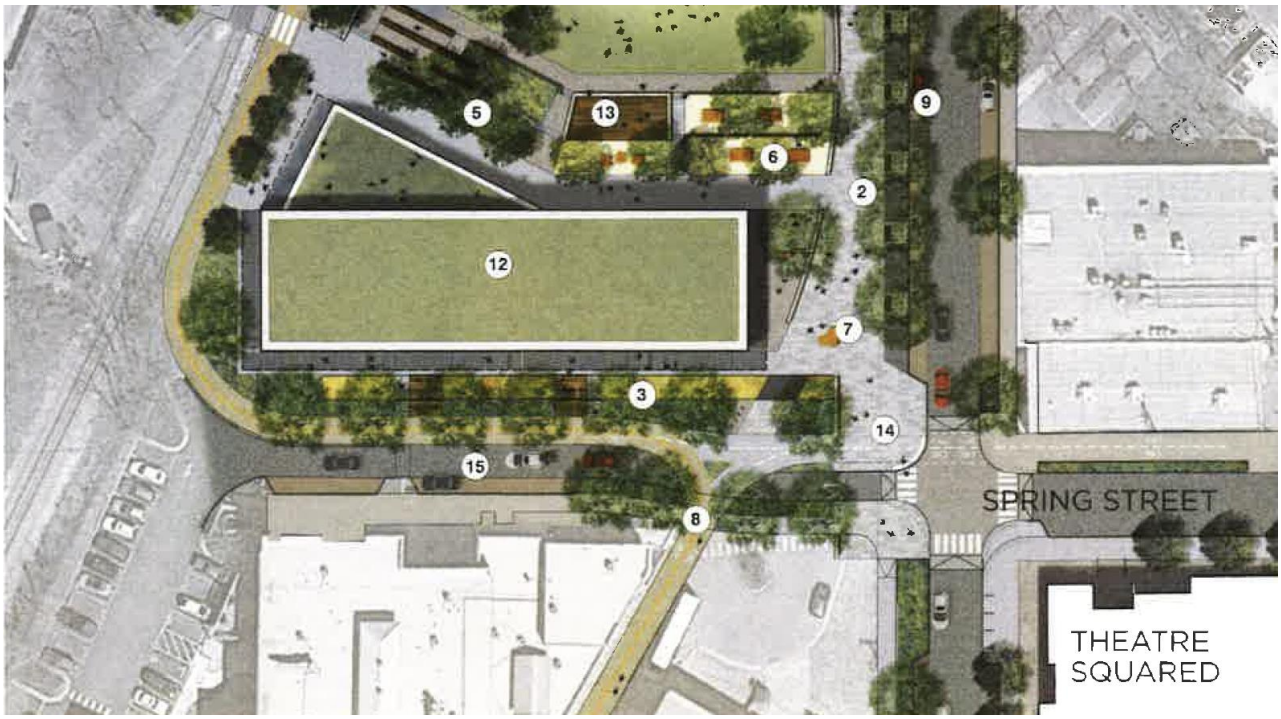
Property:	A part of the SW1/4 of the NE ¼ of Section 16, Township 16 North, Range 30 West, City of Fayetteville, AR. West Ave. South of Dickson St.		
County:	Washington		
Parcel #(s):	Pt. of Parcel #765-01743-002		
Fee Owner:	City of Fayetteville		
Subject Location:	West Ave., south of Dickson St. - Fayetteville, AR 72701		
Estate Appraised:	Fee Simple		
Size:	Site – 21,927 Sq Ft.		
Effective Date:	March 1st, 2023 - The Date of Inspection		
Utilities:	All Municipal Utilities Are Available		
Zoning:	Main Street Center (MSC)		
Highest and Best Use:	Assemblage with adjoining property		
Value Indications:	Market Data Approach	$1,075,000	$ 49.02 / Sq. Ft
	Cost Approach	NA	
	Income Approach	NA	

Final Estimate of Market Value: **$1,075,000**

Note:

This appraisal report has been prepared for the exclusive benefit of the City of Fayetteville. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written permission does so at their own risk.

HOLLAND COMMERCIAL APPRAISALS
AND VALUATION SERVICES



CIVIC PLAZA LANDS
N WEST AVE | FAYETTEVILLE, ARKANSAS 72701
EFFECTIVE DATE | JANUARY 26, 2023

Prepared For:
Wade Abernathy, Director of Bond Projects and Facilities
City of Fayetteville
N West Ave, Fayetteville, AR 72701

HOLLAND COMMERCIAL APPRAISALS AND VALUATION SERVICES

February 21, 2023

Wade Abernathy, Director of Bond Projects and Facilities
City of Fayetteville
N West Ave
Fayetteville, AR 72701

RE: Reindl Properties, Inc. / Civic PlazaCivic Plaza
N West Ave
Fayetteville, Arkansas 72701

Dear Mr. Abernathy:

As you requested, we have appraised the property above for the purpose of rendering an opinion of the "market value" of the **Fee Simple interest**. We have not appraised this property within the last three years.

The property was inspected and photographed January 26, 2023. The following report contains our research, findings, analysis, and resulting conclusions. This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

The subject property has no known significant natural, cultural, recreational, or scientific value. The appraisers signing this report have no knowledge concerning the presence or absence of toxic materials, asbestos, and/or urea formaldehyde foam insulation in existing improvements; if such is present, the value of the property may be adversely affected, and a reanalysis at additional cost necessary to estimate the effects of such.

Our opinion of the market value of the **Fee Simple** interest in the subject **(Tract A)** property as of:

January 26, 2023 is: **$1,150,000**

Our opinion of the market value of the **Fee Simple** interest in the subject **(Tract B)** property as of:

January 26, 2023 is: **$ 58,000**

Our opinion of the market value of the **Fee Simple** interest in the subject **(Tract E)** property as of:

January 26, 2023 is: **$ 270,000**

Respectfully submitted,

Zach J. Holland
AR CG 2911



Dallas Bartholomew
AR RA 4412



The data included in this report was researched, paid for, and compiled by HCA. It is copyrighted property of HCA. Payment for this report does not include the rights to copy or use the data within.

Certification

I certify that, to the best of my knowledge and belief:

1. *The statements of fact contained in this report are true and correct.*
2. *The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.*
3. *I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.*
4. *I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.*
5. *I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.*
6. *My engagement in this assignment was not contingent upon developing or reporting predetermined results.*
7. *My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.*
8. *My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as the State of Arkansas.*
9. *To the best of the appraiser's ability, the analysis, opinions, and conclusions were developed, and the report was prepared in accordance with the appraisal standards of the appropriate federal banking regulatory agencies.*
10. *Dallas Bartholomew made a personal inspection of the property that is the subject of this report. Zach Holland was not present for the inspection.*
11. *No one provided significant real property appraisal assistance to the persons signing this certification.*
12. *The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.*
13. *The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.*
14. *As of the date of this report, Zach Holland has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.*



Zach J. Holland
AR CG 2911





Dallas Bartholomew
AR RA 4412



EXECUTIVE SUMMARY

PHYSICAL CHARACTERISTICS	
Reindl Properties, Inc / Civic Plaza	Property Name
N West Ave	Street Address
Fayetteville	City
AR	State
72701	Zip
0.50	Acres - Land (Tract A)
21,927	SqFt - Land
0.05	Acres - Land (Tract B)
2,196	SqFt - Land
0.12	Acres - Land (Tract E)
5,220	SqFt - Land
MSC; Main Street Center	Zoning

VALUE INDICATIONS	
8 Months	Exposure Time
1/26/2023	Effective Date
$ 1,150,000	**Tract A Indicated Value**
$ 58,000	**Tract B Indicated Value**
$ 270,000	**Tract E Indicated Value**

Civic PlazaThe subject consists of three adjacent tracts of land in downtown Fayetteville's entertainment district. All three tracts are part of parent tracts expected to be split up.

Tract A +/-21,927 SqFt – future hotel site.

Tract B +/-2,196 SqFt – limited use land; no permanent structures allowed

Tract E +/-5,220 SqFt permanent easement to re-rout the current Greenway / Frisco Trail.

The three tracts are currently being used as paid public parking, but the city has plans to turn the parking lot into a city park and there is a planned hotel to be constructed on Tract A.

We are appraising the tracts under the hypothetical condition that the lot splits have already occurred as described by the client. See further extraordinary assumptions and hypothetical conditions on the following page.

APPRAISERS:
Zach J Holland, AR CG 2911
Dallas Bartholomew, AR RA 4412

EXECUTIVE SUMMARY

Extraordinary Assumptions

Extraordinary Assumption: *an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.* [1] An extraordinary assumption may be used in an assignment only if:

- *It is required to properly develop credible opinions and conclusions.*
- *The appraiser has a reasonable basis for the extraordinary assumption.*
- *Use of the extraordinary assumption results in a credible analysis.*[2]

We make the following extraordinary assumption for this appraisal assignment:

Minimal supporting documentation was provided. No dates for implementation of the lot splits and easement were provided. The city provided surveys for Tract A and Tract B; however, no survey was available for Tract E (the permanent easement), nor was any specific definition of the type of easement. The easement size was given by email. We assume that all the tract sizes are accurate based on the information that was given to us from the client, and we assume that all land sizes and characterizes are as provided in the mapping and emails sent from the client. Furthermore, we assume that all land divisions can and will be approved and made by the city. We assume the trail easement is a permanent surface easement that effectually relegates the land as unbuildable and unusable by the owner. We assume that no further damages to the properties, parking, or landscaping will occur due to the moving of the trail or splitting of the tracts. The City of Fayetteville typically repairs any damage to site improvements, and it is assumed that any necessary reparations for damage to or loss of parking is negotiated privately between the parties. Mr Abernathy indicated that a move or trade for parking spots is underway.

We value the lands as vacant, stable, commercial, development land, and we have no reason to expect otherwise; however, the current parking lot was built over an existing creek, and substantial drainage preparation was made to develop the current parking lot. We make no special consideration for removing the current improvements or directing drainage underneath. We assume that the ground is stable for large-scale development and no extraordinary demolition or subsurface costs are required for development of Tract A.

The use of this Extraordinary Assumption and Hypothetical Condition might have affected the assignment results.

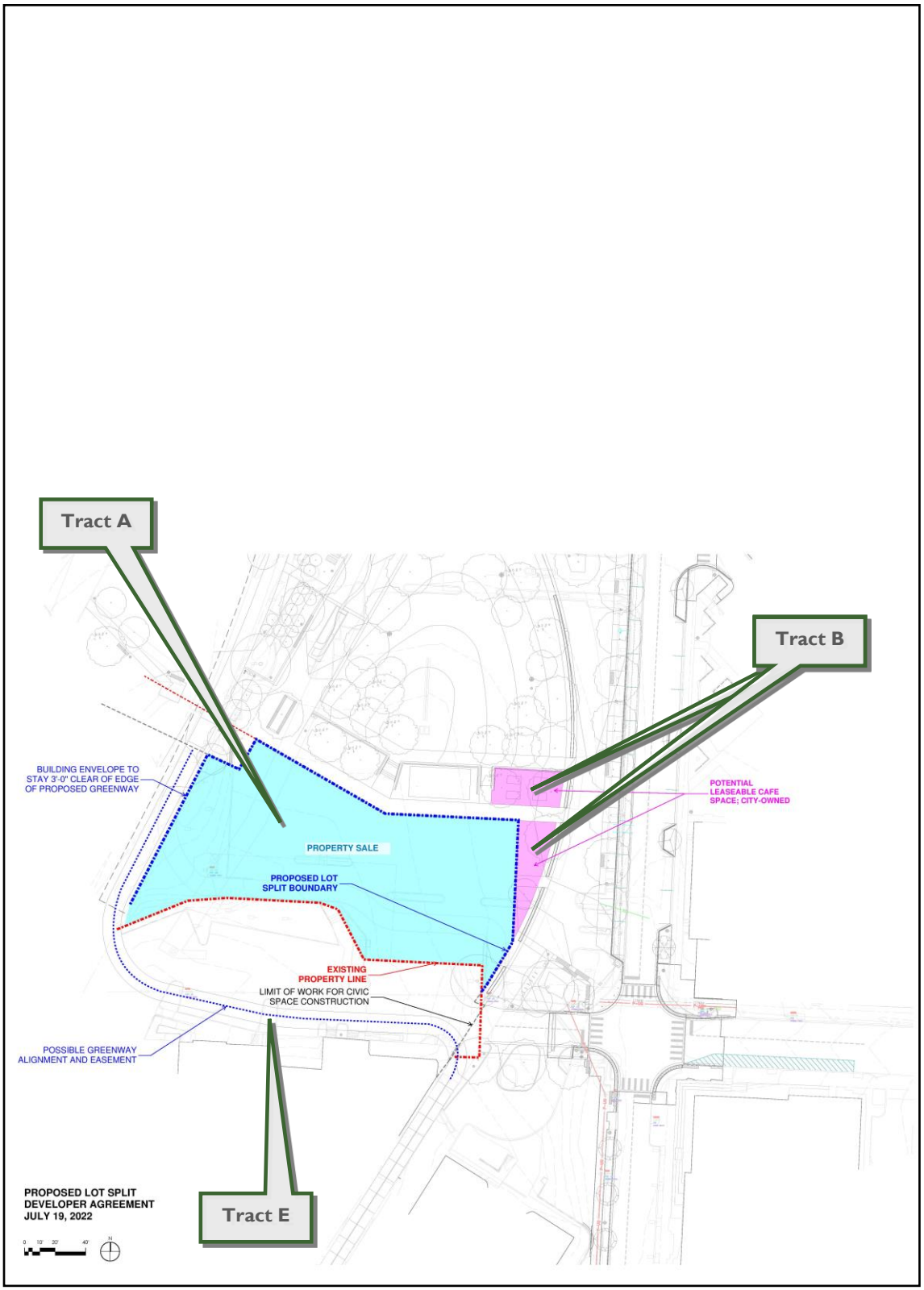
1 ASB. Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). The Appraisal Foundation. Page 4.
2 ASB. Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). The Appraisal Foundation. Page 17.

Hypothetical Conditions

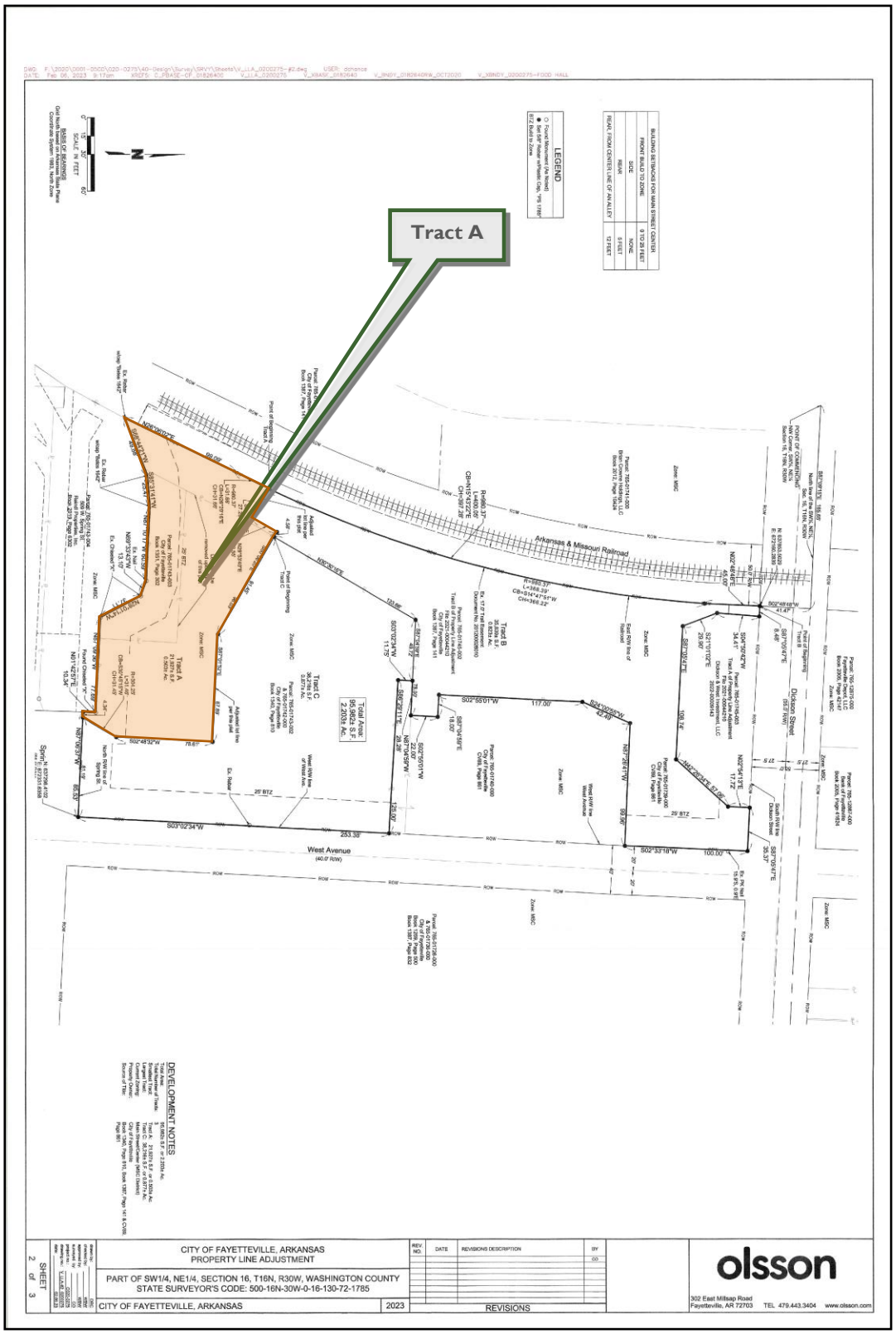
Hypothetical Condition: *a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*[3]

For the purposes of appraising the values of all divided lands as requested by the client, **we applied the hypothetical condition that the land splits have already been approved, filed, and have already occurred as of the effective date of the appraisal.**

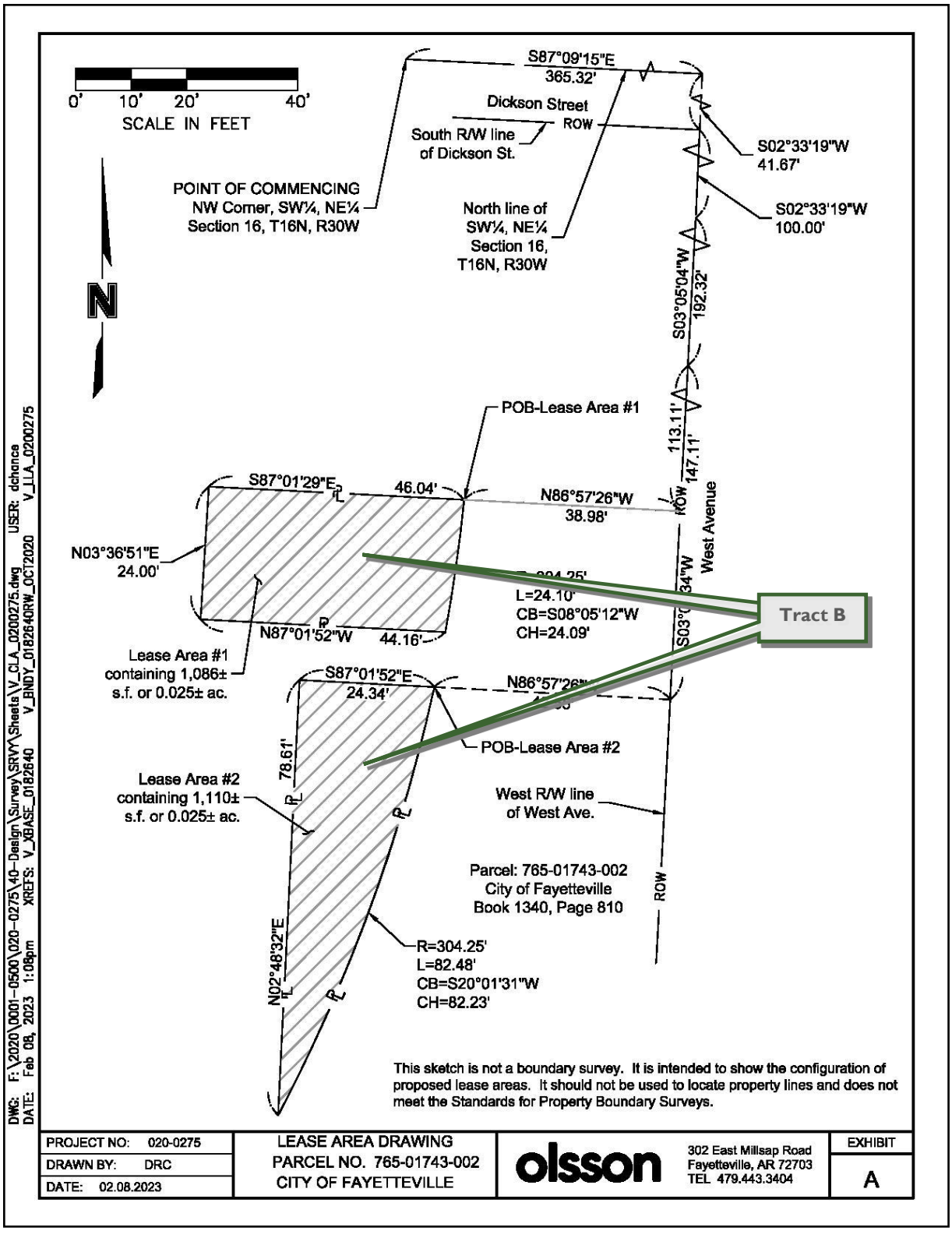
3 ASB. Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). The Appraisal Foundation. Page 4.


Tract A
Tract B
Tract E
BUILDING ENVELOPE TO STAY 3'-0" CLEAR OF EDGE OF PROPOSED GREENWAY
PROPERTY SALE
PROPOSED LOT SPLIT BOUNDARY
POTENTIAL LEASEABLE CAFE SPACE; CITY-OWNED
EXISTING PROPERTY LINE
LIMIT OF WORK FOR CIVIC SPACE CONSTRUCTION
POSSIBLE GREENWAY ALIGNMENT AND EASEMENT
PROPOSED LOT SPLIT
DEVELOPER AGREEMENT
JULY 19, 2022

LAYOUT



SURVEY (TRACT A)



SURVEY (TRACT B)

x

Legal Description:

Tract A

A part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tracts of land recorded in the Washington County Recorder's Office in Book 1340 at Page 810 and in Book 1351 at Page 302, more particularly described as follows:

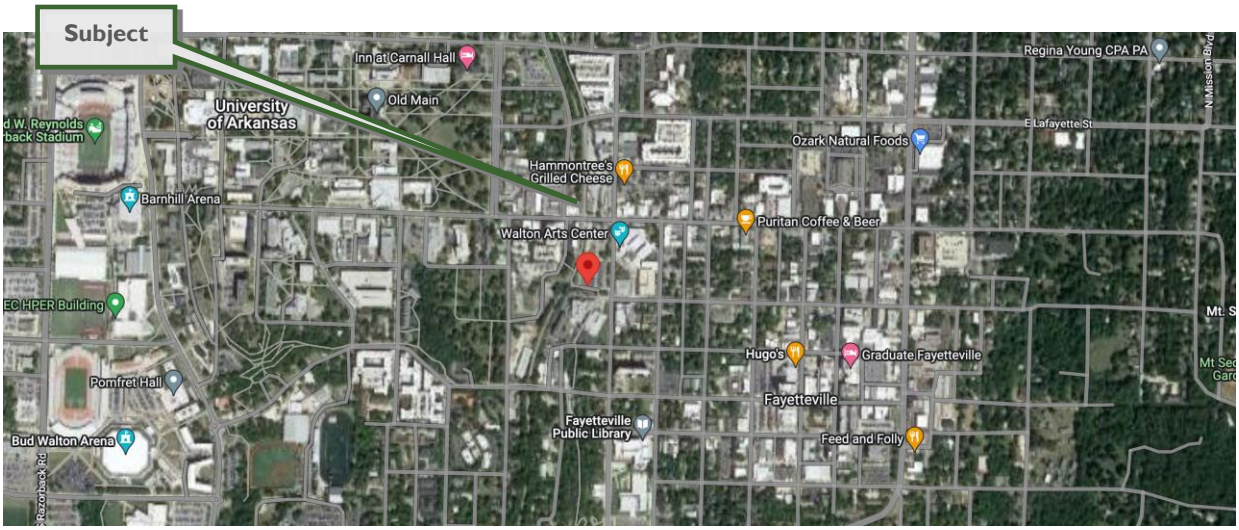
COMMENCING at the Northwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, thence S87°09'15"E, along the North line of said Quarter Quarter, a distance of 165.65 feet; thence departing said North line S02°48'48"W, a distance of 41.47 feet to the point of intersection of the East Right-of-Way line of Arkansas & Missouri Railroad, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line S02°48'48"W along said East Right-of-Way line, a distance of 45.00 feet; thence continuing along said East Right-of-Way line, along a tangent curve to the right having a radius of 980.37 feet, and a Chord that bears S14°47'51"W, an arc length of 368.39 feet for a POINT OF BEGINNING; thence departing said East Right-of-Way line S60°10'51"E, a distance of 27.29 feet; thence N29°53'40"E, a distance of 22.55 feet; thence S60°06'20"E, a distance of 96.03 feet; thence S87°01'52"E, a distance of 87.89 feet; thence S02°48'32"W, a distance of 78.61 feet; thence along a non-tangent curve to the right having a Radius of 304.25 feet and a Chord that bears S30°45'15"W, an arc distance of 31.46 feet to a point in the North Right-of-Way line of Spring Street, as now established; thence N87°06'37"W along said North Right-of-Way line, a distance of 4.34 feet; thence departing said North Right-of-Way line N01°42'57"E, a distance of 10.34 feet to a found chiseled "X"; thence N87°09'36"W, a distance of 77.69 feet to a found chiseled "X"; thence N28°01'14"W, a distance of 37.11 feet to a found chiseled "X"; thence N69°33'43"W, a distance of 13.10 feet to a found nail; thence N87°10'17"W, a distance of 60.59 feet to a found rebar with cap, "Bates 1642"; thence S85°31'41"W, a distance of 25.47 feet to a found rebar with cap, "Bates 1642"; thence S68°44'21"W, a distance of 49.88 feet to a found rebar with cap, "Bates 1642" in said East Right-of-Way line of Arkansas & Missouri Railroad; thence N26°06'02"E along said East Right-of-Way line, a distance of 99.09 feet; thence continuing along said East Right-of-Way line, along a tangent curve to the left having a Radius of 980.37 feet and a Chord that bears N26°29'16"E, an arc distance of 31.66 feet to the POINT OF BEGINNING, containing 21,927 square feet or 0.503 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

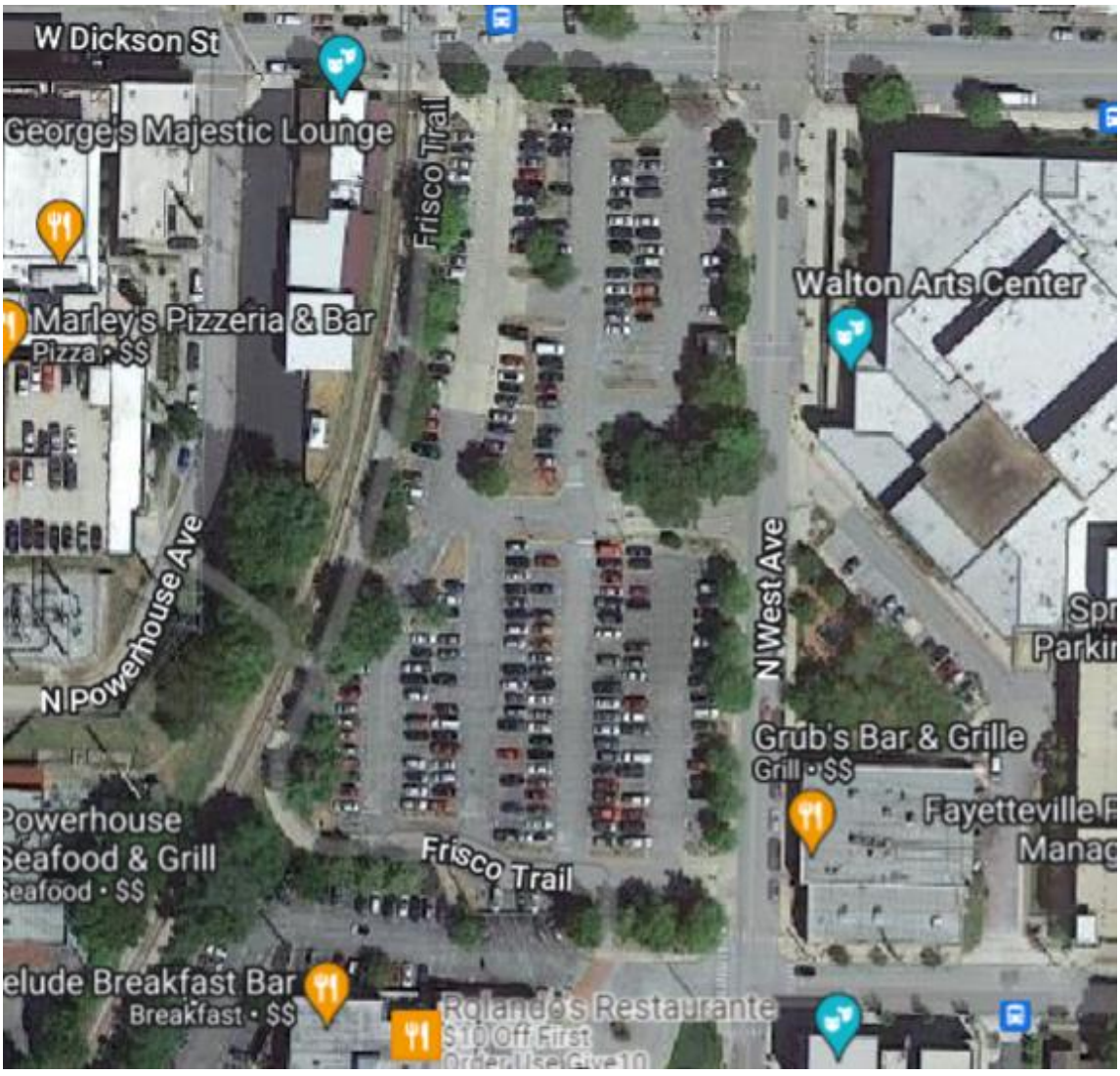
Tract B

A part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tract of land recorded in the Washington County Recorder's Office in Book 1340, at Page 810, more particularly described as follows: COMMENCING at the Northwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, thence S87°09'15"E, along the North line of said Quarter, a distance of 365.32 feet; thence departing said North line S02°33'19"W, a distance of 41.67 feet to the point of intersection of the West Right-of-Way line of West Avenue, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line, along said West Right-of-Way line the following three (3) courses: S02°33'19"W, a distance of 100.00 feet; thence S03°05’04”W, a distance of 192.32 feet; thence S03°02’34”W, a distance of 113.11 feet; thence departing said West Right-of-Way line N86°57’26”W, a distance of 38.98 feet to the POINT OF BEGINNING; thence along a nontangent curve to the right having a Radius of 304.25 feet and a Chord that bears S08°05’12”W, an arc distance of 24.10 feet; thence N87°01’52”W, a distance of 44.16 feet; thence N03°36’51”E, a distance of 24.00 feet; thence S87°01’29”E, a distance of 46.04 feet to the POINT OF BEGINNING, containing 1,086 square feet or 0.025 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

A part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tract of land recorded in the Washington County Recorder's Office in Book 1340, at Page 810, more particularly described as follows: COMMENCING at the Northwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, thence S87°09'15"E, along the North line of said Quarter, a distance of 365.32 feet; thence departing said North line S02°33'19"W, a distance of 41.67 feet to the point of intersection of the East Right-of-Way line of West Avenue, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line, along said West Right-of-Way line the following three (3) courses: S02°33'19"W, a distance of 100.00 feet; thence S03°05’04”W, a distance of 192.32 feet; thence S03°02’34”W, a distance of 147.11 feet; thence departing said West Right-of-Way line N86°57’26”W, a distance of 42.55 feet to the POINT OF BEGINNING; thence along a nontangent curve to the right having a Radius of 304.25 feet and a Chord that bears S20°01’31”W, an arc distance of 82.48 feet; thence N02Åã48’32”E, a distance of 78.61 feet; thence S87°01’52”E, a distance of 24.34 feet to the POINT OF BEGINNING, containing 1,110 square feet or 0.025 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

SUBJECT PROPERTY SATELLITE IMAGERY





PERSONAL INSPECTION PHOTOGRAPHS









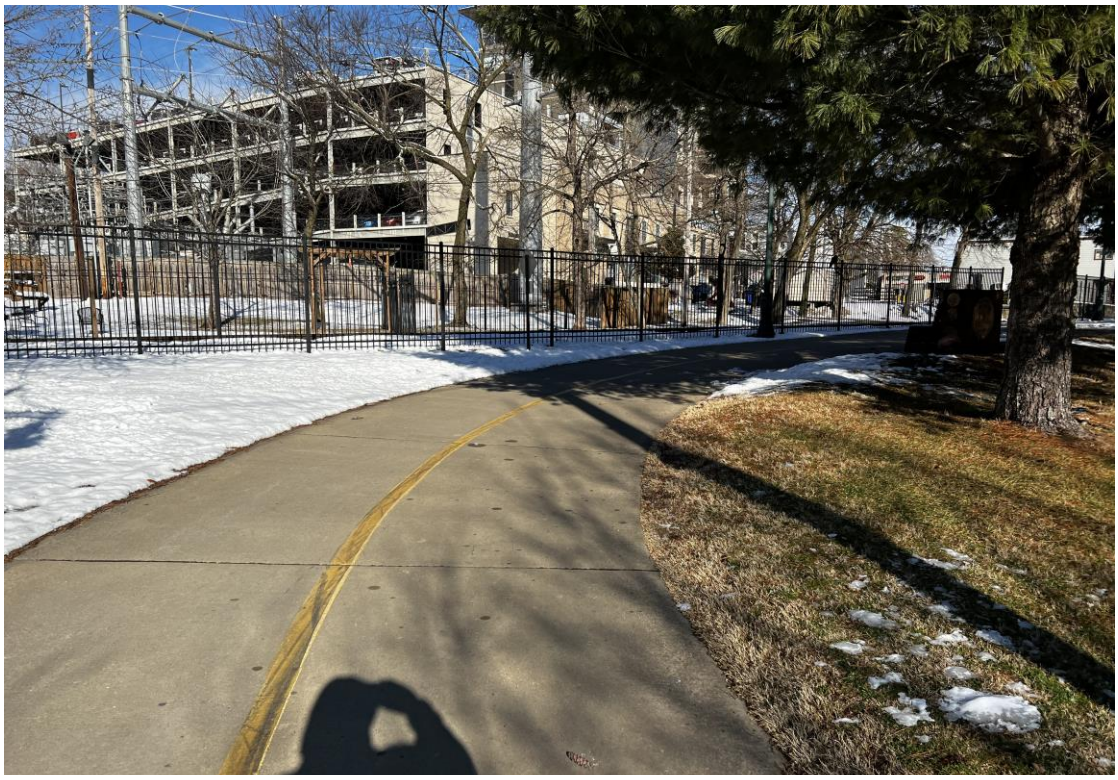




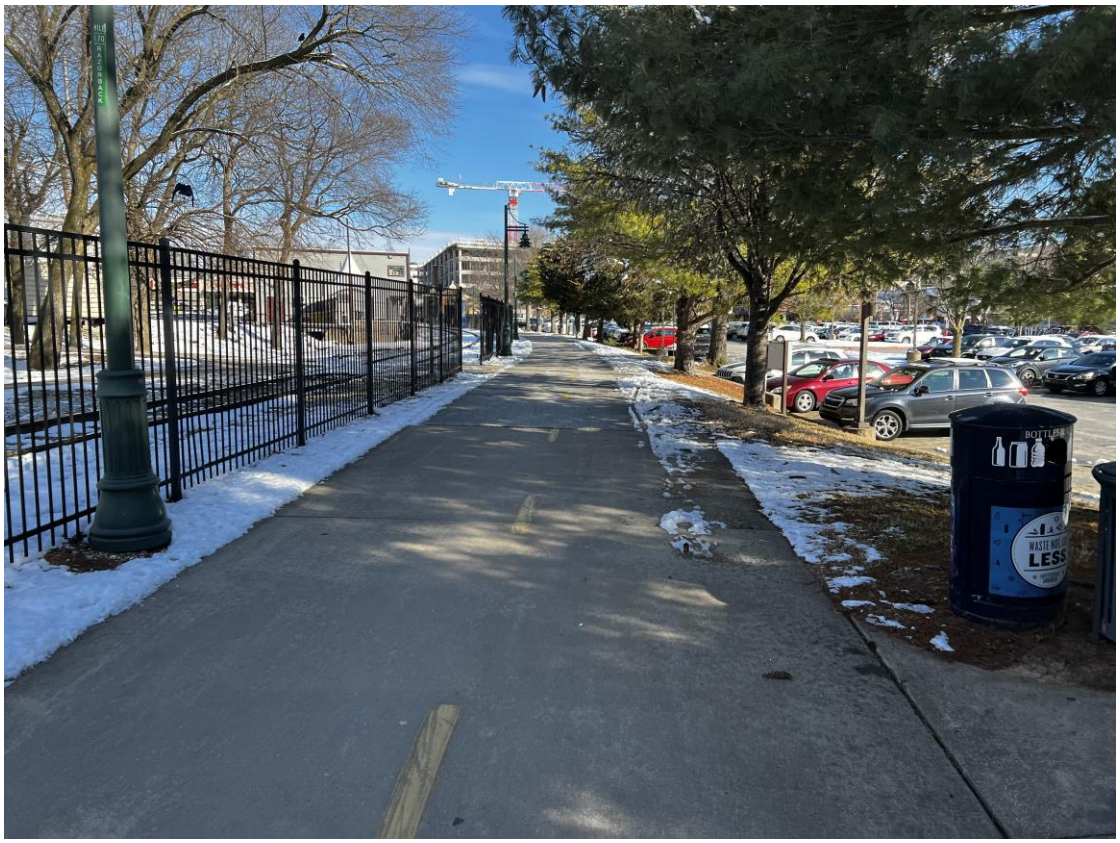

469 WNF


FREE DOWNTOWN
PARKING
METRO
DISTRICT





FRISCO TRAIL CURRENTLY






METRO DISTRICT


881.9
681.9


681.9

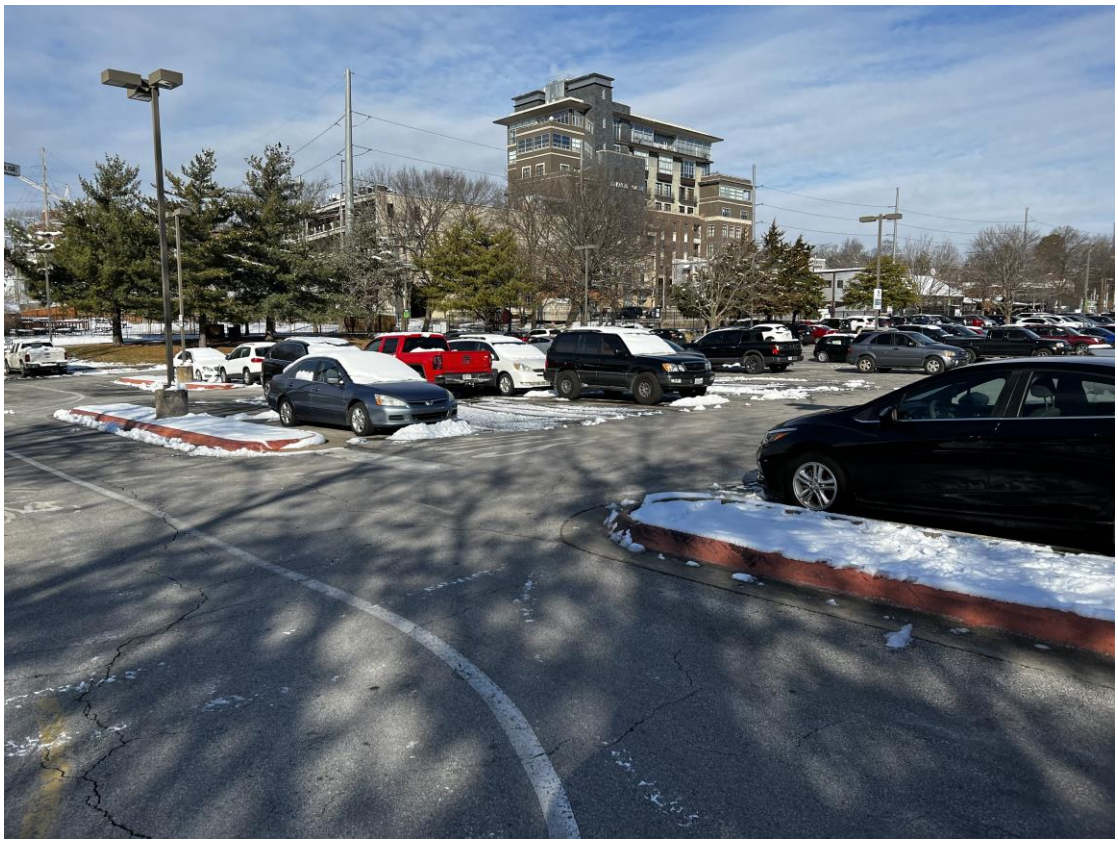


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Introduction and Overview

Purpose of this Appraisal

The purpose of the appraisal is to render an opinion of the market value of the lands as if split into the defined tracts.

Property Rights Appraised

The **fee simple estate** is defined as follows: *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.* [4]

Easement is defined as follows: *A non-possessory interest one has in the property of another for a specific purpose.* [5]

Personal Property / Intangible Assets

Personal Property: *any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal," such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; and intangible property that is created and stored electronically such as plans for installation art, choreography, emails, or designs for digital tokens.*[6] No personal property values were included in this appraisal. No Intangible assets were included in this appraisal.

Client and Intended User

City of Fayetteville is the "client/intended user" with regard to this appraisal report, and this appraisal report is prepared for the sole and exclusive use of the appraiser's client. No third parties are authorized to rely upon this report without the express written consent of the appraiser.

Intended Use

City of Fayetteville intends to use the appraisal in determining and supporting land purchases and ownership structuring.

4 Appraisal Institute. (2015). The Dictionary of Real Estate Appraisal (6th ed.). Chicago, IL: Author. 90.
5 International Right of Way Association. (2014). Course 403 Easement Valuation
6 ASB. Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). The Appraisal Foundation. Page 5.

Appraiser Competency

The appraisers signing this report are competent to prepare appraisal reports for the subject property type.

Zach J Holland, Candidate for Designation, Appraisal Institute, has been performing commercial appraisals since 2007. He is a certified general appraiser in Arkansas and Oklahoma. He has appraised many office, retail, industrial, hotel/motel, special purpose, multifamily, subdivision, shopping center and other commercial properties throughout the entire state of Arkansas and into the multistate region including Oklahoma, Mississippi, Missouri, Louisiana, and Tennessee. He has provided expert testimony in federal court. He serves as Principal Appraiser at HCA and reviews appraisals of contractors and trainees. He is on designation paths to MAI and General Review designations of the Appraisal Institute. He has completed the continuing education program for the state licensing board and the Appraisal Institute. He has completed the IRWA course 404 on Right of Way appraising.

Dallas Bartholomew, RA 4412, is a Registered Apprentice with the State of Arkansas. He has appraised and assisted in the appraisal of many property types throughout central and northwest Arkansas, including income-producing residences, condemnations, commercial land, industrial land, residential land, warehouses, mini-storage warehouses, office/warehouses, professional offices, medical offices, religious facilities, event centers, bowling alleys, car washes, neighborhood shopping centers, retail/warehouses, and retail stores.

Date of Valuation

Effective Date: *the date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as date of value.* [7]

The estimate and opinion of value is applied as of **January 26, 2023**.

Date of Report

Date of the Report: *The date on which the report is transmitted to the client* [8]

The date of this report is **February 21, 2023.**

7 ASB. Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). The Appraisal Foundation. Page 4.
8 Appraisal Institute. (2015). The Dictionary of Real Estate Appraisal (6th ed.). Chicago, IL: 59.

Definition of Value

This appraisal has been prepared in accordance with the Federal Deposit Insurance Corporation (FDIC) Final Rules, 12 CFR Part 323.2(f), which incorporates the following market value definition.

Market Value is: *The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*[9]

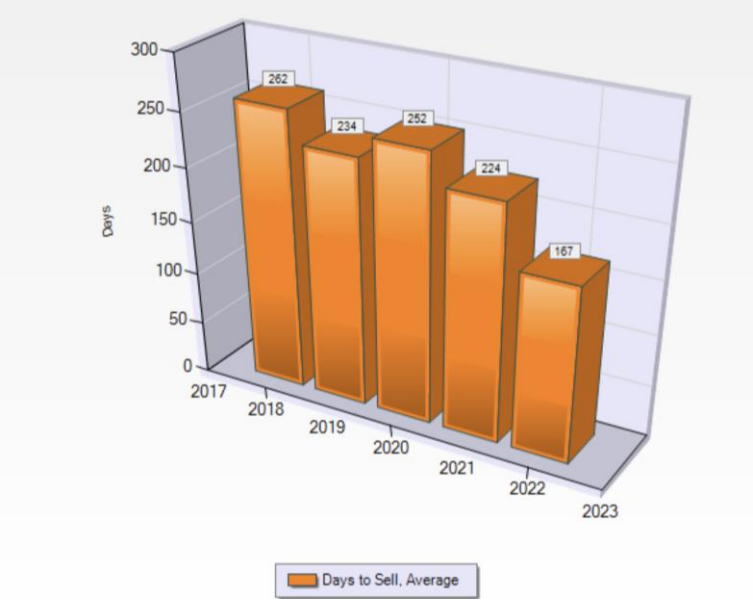
- *Buyer and seller are typically motivated*
- *Both parties are well informed or well advised, and acting in what they consider their own best interests*
- *A reasonable time is allowed for exposure in the open market*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Estimated Reasonable Exposure

Exposure Time: *an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.* [10]

Based on historical average days-on-market of similar properties in the market area [11] and on our experience and knowledge of the neighborhood, we estimate exposure time for the subject property to be within **8 months** at the appraised value.

Time frame is from Jan 2018 to Dec 2022
County is one of 'Benton', 'Washington'
Property Type is 'Land'
Results calculated from 10,940 listings



9 Office of the Comptroller of the Currency (OCC), the Board of Governors of the Federal Reserve System (FRB), the Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the National Credit Union Administration (NCUA). Interagency Appraisal and Evaluation Guidelines (2010). USA
10 ASB. Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). The Appraisal Foundation. Page 4.
11 nwa.mlsmatrix.com

Scope of this Appraisal

This appraisal is completed in phases; general data collection and analysis, neighborhood data collection and analysis, subject property data collection and analysis, highest and best use analysis, market data collection, verification and analysis, valuation, and report preparation. Each phase is performed as applicable to the property and market.

1) General Data Collection and Analysis

This phase includes collection of data relating to national, regional, and local trends, and identification and analysis of the social, governmental, and environmental forces affecting the market value of the subject property.

2) Neighborhood Data Collection and Analysis

This phase entails visiting the subject neighborhood; collecting data related to growth trends, demographics, physical characteristics, available utilities, public improvements and services, etc.; and analyzing the impact on the subject property.

3) Subject Property Data Collection and Analysis

In this phase, we inspect the subject property, interview the owner, engineer and other pertinent professionals available to obtain and review maps and site plans. Upon inspection, we ask owners, managers, and/or tenants about the property condition and recent updates. We collect information about real estate taxes, zoning and other governmental factors. We analyze the functionality, condition, etc. of the subject property. We cannot guarantee that the property is free of encroachments or easements, and we recommend further investigation and an ALTA survey. Our conclusion of value is based upon the assumption that there are no hidden or unapparent conditions of the property that might impact the buildability. We recommend due diligence be conducted through the local building department or municipality to investigate buildability and whether property is suitable for intended use. Roofs, interior framework, and foundations are not always visible and sometimes can only be assumed to be in similar condition to the visible areas of the building. We recommend an inspection by a professional building inspector. We make no representations, guarantees or warranties.

4) Market Data Collection and Analysis

In this phase, we obtain and verify comparable sales data for vacant land and improved properties from public records and from personal interviews. We collect market data related to construction costs, depreciation, etc. from a variety of sources. All data is verified when possible. We attempt to interview parties to the transactions to shed light on details of the property and

sale and/or lease. County records in this market are typically dependable sources of comparable sales data, but, at a minimum, we find two sources of comparable price and size by cross-referencing tax records, deeds, MLS, subscription sales databases, GIS data, commercial listings, and local press. Comparable leases are typically provided by property owners, but they frequently prefer the details remain confidential, relegating us to divulge only property type, general location and characteristics if we wish to include the details of the rental rate and other terms. Leases from public sources often include less details or are asking rates, but they are also included in order to provide non-confidential, detailed lease comparables as well as provide an estimate of the current asking rates.

5) Highest and Best Use Analysis

In highest and best use analysis, we analyze all compiled data to determine: supply and demand, legal uses, physically possible uses, feasible uses, and that use which is maximally productive for the site as vacant and/or improved. The appraisers utilize inferred market analysis. The projections utilized are based on the appraisers' experience with other similar properties in the market area and the market studies at our disposal. If unforeseeable changes in the market or subject property occur, the highest and best use and value may be impacted.

6) Valuation

In the valuation phase, we utilize the Sales Comparison Approach as it is the most common and preferred method of land valuation when adequate comparable sales are available.

7) Report Preparation

In the final phase, we prepare a narrative appraisal report, a Real Estate Appraisal Report under Standards Rule 2-2, as defined in the Uniform Standards of Professional Appraisal Practice, USPAP, a complete appraisal performed under Standards Rule 1 of the USPAP.

Subject Property Details

Ownership and Marketing History

Research of MLS and Washington County Public Records indicates that parent tracts 765-01743-004 and 765-01743-003 are owned by **The City of Fayetteville** while parent tract 765-01743-004 is owned by **Reindl Properties, Inc (Brian Reindl).** There are no sales on record in the past three. No sales contracts were provided; however, it is our understanding that one of the purposes of this appraisal is to determine the value of Tract A and B for future sale to Reindl Properties will include trading Tract E to the City of Fayetteville and transferring Tract B under a limited use deed. We found no evidence of active listings.

Assessor records report the current ownership and sale history as follows:

Parent Tract Parcel # 765-01743-002

Deed Transfers
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	9/27/1989	1340	810	Warr. Deed	0.00	$0	CITY OF FAYETTEVILLE, ARKANSAS	N/A	N/A
	10/9/1986	1196	827	Warr. Deed	58.30	$53,000	MCBRIDE DISTRIBUTING CO INC	Unval.	N/A
	1/1/1985	1196	824	Warr. Deed	0.00	$0	SUGG, JOHM G SR ETAL TRUSTEE	N/A	N/A

Parent Tract Parcel # 765-01743-003

Deed Transfers
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	1/19/1990	1351	302	Warr. Deed	0.00	$0	CITY OF FAYETTEVILLE, ARKANSAS	N/A	N/A
	1/1/1985	1351	300	Warr. Deed	66.00	$60,000	SUGG, JOHN G SR; SUGG, ANN W; SUGG	Unval.	N/A

Ownership and Marketing History, Continued

Parent Tract Parcel # 765-01743-004

Deed Transfers
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	3/6/2019	3/8/2019	2019	6302	Quit Claim	N/A	N/A	REINDL PROPERTIES INC	N/A	Land Only
	12/18/2018	N/A	2019	587	Survey	N/A	N/A	METRO DISTRICT CONDOMINIUMS HPR	N/A	Land Only
	11/8/2011	N/A	2011	32091	Redem Deed	N/A	N/A	METRO DISTRICT CONDOMINIUMS HPR	N/A	N/A
	7/20/2011	N/A	2011	11424	CompLaw	N/A	N/A	METRO DISTRICT CONDOMINIUMS HPR	N/A	N/A
	8/5/2005	N/A	2005	53850	Survey	N/A	N/A	METRO DISTRICT LLC	N/A	N/A
	5/23/2005	N/A	2005	22872	Warr. Deed	25439.70	$7,709,000	METRO DISTRICT LLC	Additional Properties	Improved
	1/14/2005	N/A	2005	2536	Warr. Deed	N/A	N/A	REINDL PROPERTIES INC	N/A	Land Only
N/A	11/1/2004	N/A	2004	50264	Survey	N/A	N/A	REINDL PROPERTIES INC	Inc. Additional Prop.	Land Only

Assessment and Tax Data

In Arkansas, real estate is assessed by the county tax assessor and the tax collected by the county collector for the city and the county. There is no state real property tax. Assessment is based upon 20% of the assessor's appraised valuation and the current assessment rate as established by the County quorum court and public vote. A rate of 57.95 mills had been established for the City of Fayetteville, Washington County, Arkansas. The combined appraisal and assessment has been taken directly from the county tax assessor's office data, for the subject parcel:

Parent Tract Parcel # 765-01743-002

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	N/A	N/A	N/A
Building	N/A	N/A	0
Totals	N/A	N/A	N/A

Taxes

Estimated Taxes:	0	
Homestead Credit:	0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Parent Tract Parcel # 765-01743-003

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	N/A	N/A	N/A
Building	N/A	N/A	0
Totals	N/A	N/A	N/A

Taxes

Estimated Taxes:	0	
Homestead Credit:	0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Parent Tract Parcel # 765-01743-004

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	69,300	13,860	13,860
Building	0	0	0
Totals	69,300	13,860	13,860

Taxes

Estimated Taxes:	728	
Homestead Credit:	0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

A search for delinquent taxes on the subject property did not return any results.

SITE DESCRIPTION

Census Tract: Block 2018, Block Group 2, Census Tract 113.02, Washington County, Arkansas.

Abutting Land Uses: North: City Parking; South: Retail; East: Restaurant/Bar; West: Bike Trail/Railroad/Restaurant/Bar

Size of the Site: Tract A: +/-21,927 Square Feet, or +/-0.50 Acres.
Tract B: +/-2,196 Square Feet, or +/-0.05 Acres.
Tract E: +/-5,220 Square Feet, or +/-0.12 Acres.

Shape of the Site: Irregular.

Soils: No soil test or analysis was available to the appraisers and no responsibility is taken for the soil conditions. The soil appears to be stable for the improvements.

Topography: Mostly level. There is a slight slope on the south side of the property.

Flood Status: The subject property site **does not** appear to be located within a flood hazard zone of the 100-year flood boundary per Flood Insurance Rate Map Community Panel #05143C0210F, effective 05/16/2008, a portion of which map is included below.

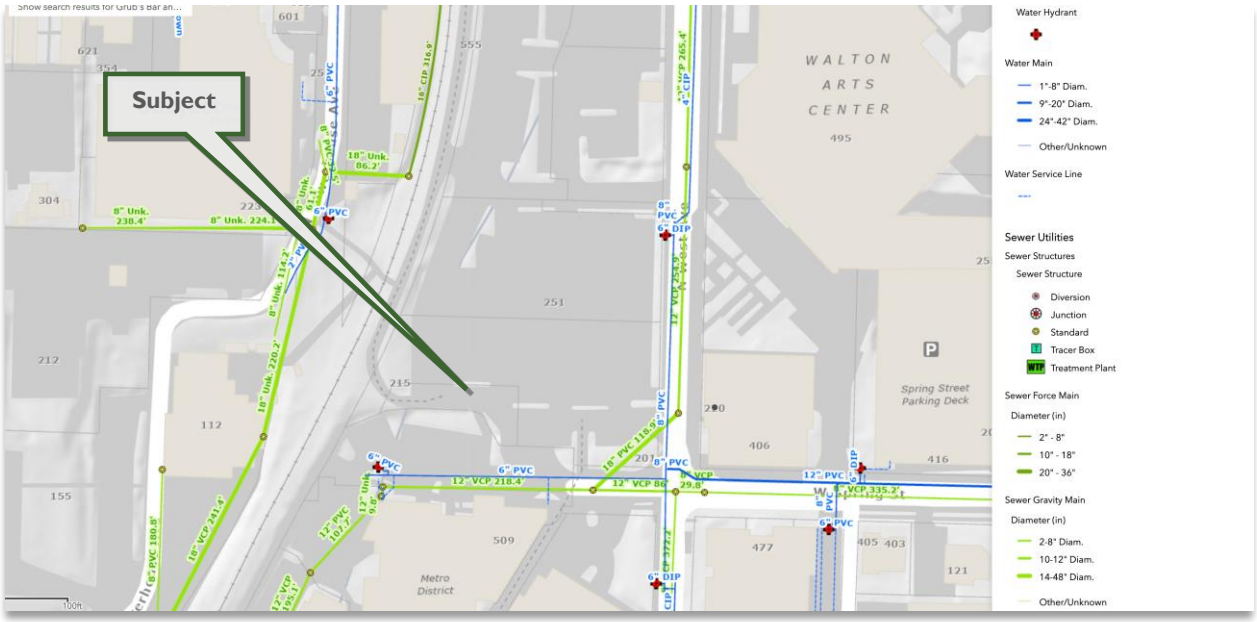


Traffic counts: There is no traffic data at the subject site.

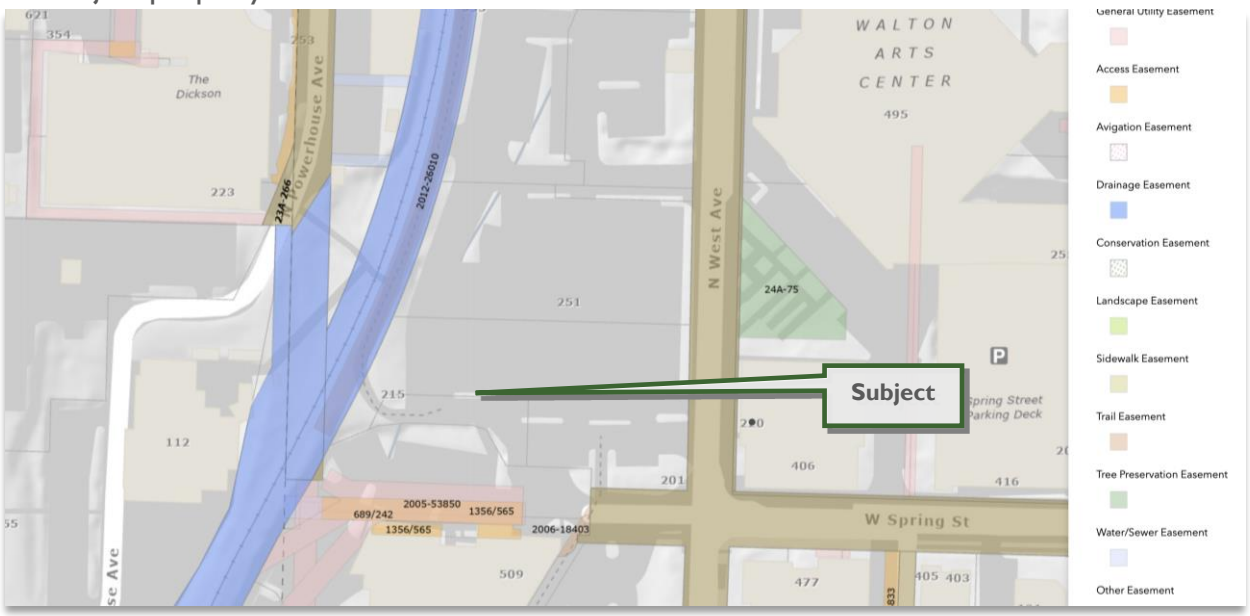
Streets (Ingress/Egress): N West Ave is a two-lane, asphalt-paved, road with moderate to heavy traffic. W Spring St Ln is a two-lane, asphalt-paved road with light traffic offering secondary access to the back of the site. The streets are typical city streets with concrete curbs and gutters.

Site Description, Continued

Utilities: The subject property has all utilities available at street side.



Easements/Encroachments: The property appears to be subject to typical utility easements and road right-of-ways. We assume that there are no adverse easements or encroachments on the subject property.



Site Description, Continued

Zoning: The subject property is zoned MSC; Main Street Center. If additional information is required, please contact the local planning and/or zoning office. We assume that the information obtained from zoning maps and ordinances is accurate. **It should be noted that this particular zoning allows for up to 7-stories to be constructed.**



Earthquake Hazard: USGS National Seismic Hazard Maps predict increased likelihood of a major earthquake event along the New Madrid fault line in northeastern Arkansas, which could have physical effects in northwest Arkansas and greater regional and national effects including loss of power and a halt of supplies traveling along I-40. Earthquake insurance is generally not required by lenders in Northwest Arkansas, and, at this point there is no indication of earthquake likelihood or magnitude that could be applied to valuation models, but it is worth noting for the client's benefit that considering earthquake insurance for many properties in Arkansas would be prudent.

Environmental Issues: We performed a general condition inspection, and during the inspection we did not note any evidence of contamination or underground tanks; however, we are not qualified to determine whether the site is or has ever been contaminated by hazardous materials. If the client has concerns or any evidence of contamination, we recommend an inspection by a qualified contamination and environmental expert with the proper tools to test soil, etc. We did not note any conditions that led us to believe the site is unfit for its intended use.

Demographics & Market Identification

Local Covid-19 Effects and Outlook:

ARVEST BANK SKYLINE REPORT - NORTHWEST AR - FIRST HALF 2020.[12]

Mervin Jebaraj, the director of the Center for Business and Economic Research (CBER) at the Sam M. Walton College of Business at the University of Arkansas, indicated ***the real estate market in Northwest Arkansas has weathered the economic fallout from the COVID-19 pandemic well.***

"So far the pandemic has not seemed to hurt the real estate market in the region, ***and the three areas measured by these reports continue to reflect a consistent balance between supply and demand,"*** *he said. "Part of that consistency is a continued contraction in the supply of homes for sale across the region, which continues to drive home prices higher."*

In the first half of 2020, the number of homes listed for sale decreased 48.8% from the first half of 2019 – from 2,357 to 1,206. Simultaneously, available lots on which to build new homes fell to 3,896 – its lowest point since the inception of the Skyline Report in 2004.

"It is possible that the pandemic may have suppressed, or delayed, individuals from listing their homes for sale, but the historic low interest rates for mortgages is enticing many consumers to want to purchase," Jebaraj said. "Until more inventory is available, it will be difficult for homebuyers to find a home to buy."

In the multifamily market, vacancy rates increased from 3.5% in first half of 2019 to 4.8% as a result of construction of new developments being completed and new units entering the market. Average rent prices for multifamily units increased 4.7% from the first half of 2019 to $729.82. The pace of multifamily construction will remain strong in the near term, as $481.5 million in building permits have been issued in the past year, a record high for the Skyline Report.

In the commercial real estate market, the overall vacancy rate across all submarkets fell from 11.0% to 10.8% compared to the first half of 2019.

"So far the office submarket has remained stable despite the increase in employees working from home," Jebaraj said. ***"At this point it seems that even if the work-from-home trend continues, it will likely not have a significant impact on office space in the region, as any potential loss from remote work will be offset by the need for more space per employee.*** *We are hearing that many high-density open space plans will likely transition to more cubicles, walls and lower density for safety reasons."*

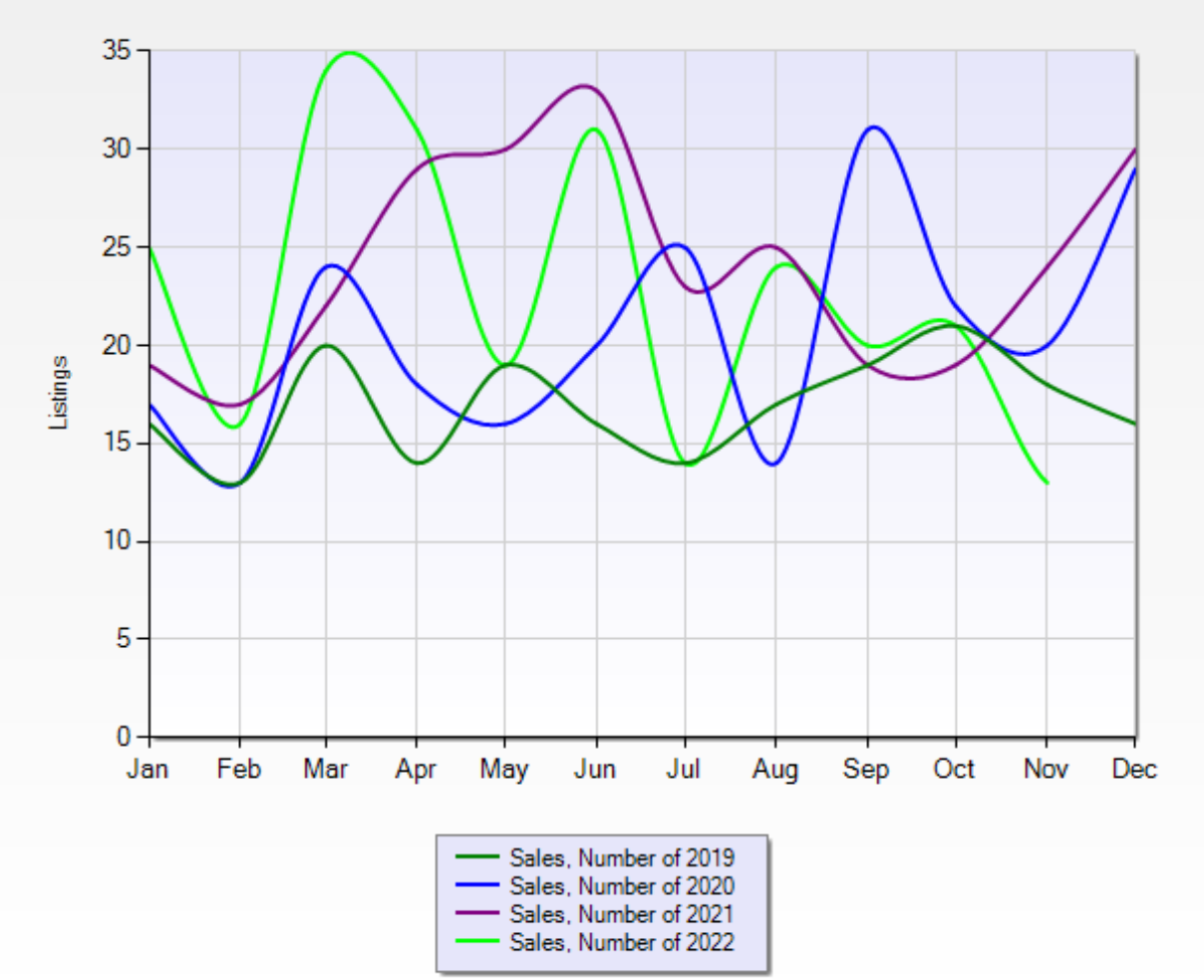
The retail submarket vacancy rate rose from 9.4% in the first half of 2019 to 10.6%.

[12] https://share.arvest.com/newsroom/nwa-real-estate-market-remains-healthy-amid-pandemic/

"With many retail establishments feeling the impact of the pandemic, it isn't surprising to have a small increase year-over-year in this submarket, and we will be watching this particular area closely in the coming months," Jebaraj said. "It is also important to note that, for the most part, this report doesn't include the majority of restaurant properties since many restaurants have standalone structures and are not renting space from retail developers."

"In the midst of the pandemic economy, we are pleased to see that the overall real estate market in the region remains healthy," said Brad Crain, president for Arvest in Benton County. "We are certainly seeing strong activity in our mortgage division as customers are entering the homebuying market and seeking refinancing of their current homes as a result of low interest rates."

NWA COMMERCIAL SALES VOLUME



nwa.mlsmatrix.com

CONCLUSION:

At this point, **sales are keeping pace with pre-Covid years in Northwest Arkansas**, and neither prices nor vacancy rates have been heavily impacted by the pandemic in the region. Historically, due to large employers, especially for the size of the market, Northwest Arkansas has weathered economic downturns better than most of the US. We anticipate some eventual increases in vacancy, (depending on specific locations and property types), but we are not yet fully convinced that NWA will experience the long-term losses and decline anticipated by some economists focusing on larger markets and markets with more risk.

Local owners are reporting 3-month rent deferrals in some cases with deferred rent extending the end of lease terms by an equal period. Many owners are taking advantage of low interest rates to use refinancing to bridge loan payment timing and to offset losses with lower interest payments.

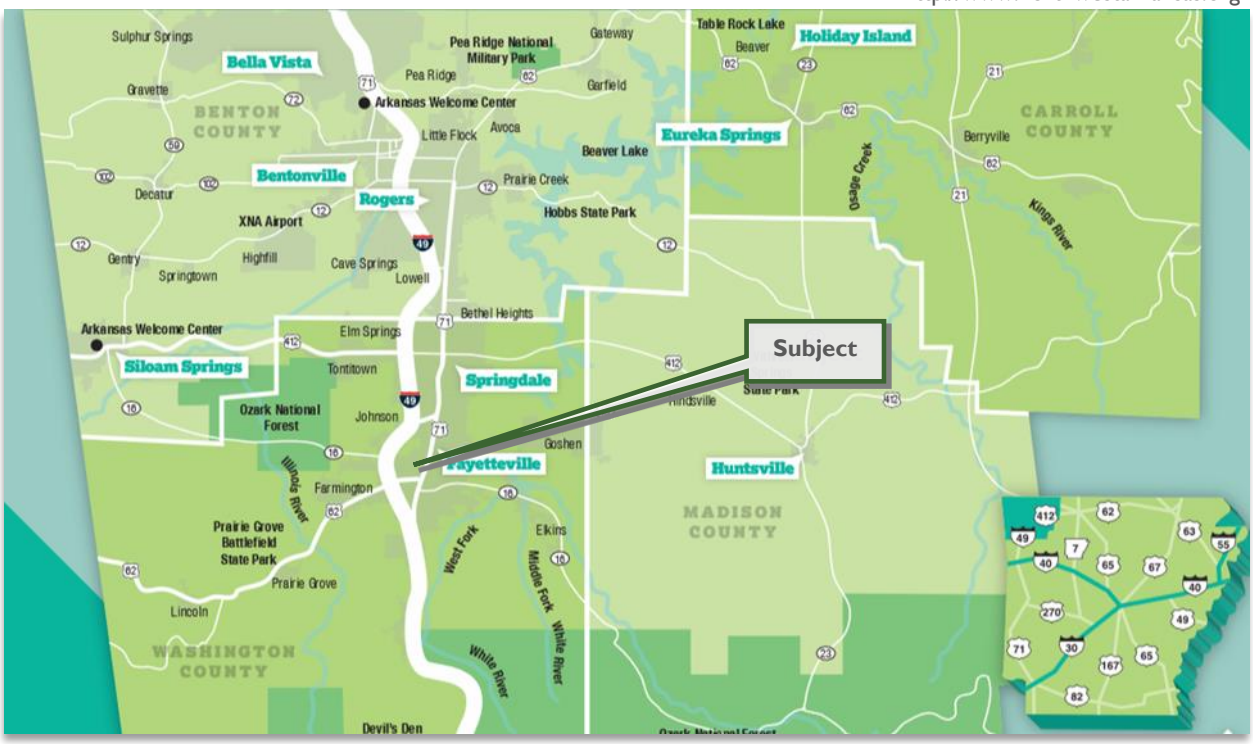
Mervin Jebaraj, Center for Business & Economic Research at the U of A's Walton College of Business predicts that the trucking and manufacturing industries will be the first to take economic injury in Northwest Arkansas, and they are linked to the degree that slow shipping of materials and parts further slows manufacturing.

We are awaiting solid data on which to base any real changes. In the meantime, **we project stable to increasing prices**, with only some property types warranting additional pandemic consideration if based on pre-pandemic market data. Adjustments will be considered specifically for each property type and location. Some of those considerations **may include increased vacancy, higher cap rates or a small downward comparable sale price adjustment for market conditions.** The affected local property types currently include hospitality, lodging and large retail, particularly malls.

Despite nationally surveyed declines, locally, land prices are mostly unaffected by the pandemic at this point, and the continued strength of the local commercial market since the pandemic gives us no cause to project change of course until the market prices and/or sales volume dip.

Northwest Arkansas

http://www.northwestarkansas.org



The industrialization and urbanization of the state have made agriculture secondary. The rapid growth of retail giant **Wal-Mart** and several other companies based in Arkansas contributed to the shift away from agricultural dominance, but agricultural companies maintain a significant presence in the state. A great deal of the state's growth is in food processing. **Poultry is the largest food processing segment in the state** thanks to such companies as **ConAgra, Hudson Foods, Simmons Foods, and Tyson Foods**. Tyson Foods, headquartered in Springdale, is the state's largest food processing firm and is one of America's largest producers, processors, and marketers of chicken and other meat products. Trucking distribution is another industry of note in Arkansas including, **JB Hunt**, one of the nation's largest trucking distributors.

Wal-Mart was founded in 1962, with the opening of the first Wal-Mart discount store in Rogers, AR. Wal-Mart now serves customers at more than 8,650 retail units under 55 different banners in 15 countries. Wal-Mart employs more than 2 million people worldwide.

Arkansas' manufacturing base is diverse including products from every major Standard Industrial Classification (SIC) code category for manufacturing except one - tobacco and tobacco related products. Labor unions are strong in transportation, utilities, construction, and the heavy industries. However, most of the state's labor force is unorganized.

Demographics & Market Identification

Washington County is located in the Northwest corner of the State of Arkansas, which encompasses a large portion of the **Fayetteville-Springdale-Rogers MSA,** a commercial center for northwest Arkansas and the **headquarters for retail giant, Wal-Mart/Sam's Club**. A majority of the modern workforce works in manufacturing, retail, or education industries with major employers including Wal-Mart, Tyson (among other large poultry processors), University of Arkansas, other local colleges and primary schools, JB Hunt Trucking, and there is a substantial medical community employing many local residents.

The population of the Fayetteville-Springdale-Rogers MSA has seen tremendous growth since 2000. Much of the growth has been attributed to the parallel growth of retailers Wal-Mart, Tyson, and other local businesses which expanded rapidly over the last three decades.

The county is located within the Ozark Mountain range. Topography ranges from slightly sloping and level to extremely hilly. Most of the county is rocky with soils in the county varying widely from some crop/ pastureland to bottomland or wetland areas along the significant watersheds.

Health Care: Virtually all health care needs are served within the MSA including many new, modern facilities. There are multiple hospitals, medical parks, specialized clinics, and doctor's offices within 45 minutes of most residential and commercial areas including the subject location.

Education: Benton and Washington Counties have a number of public schools with grades from kindergarten to 12th grade. Fayetteville School District year-in and year-out ranks among the top three public school districts in the state for academics, arts/cultural and athletics. Springdale's HAR-BER High School, is ranked among the best high schools in the State of Arkansas. Benton County reportedly offers the highest teacher pay in the state.

Northwest Arkansas also offers post-secondary educational opportunities including Northwest Arkansas Community College and two four-year institutions within a 30-mile radius: the University of Arkansas at Fayetteville and John Brown University in Siloam Springs. **The University of Arkansas is based in Fayetteville with a student body of over 24,000 and employing approximately 4,000 faculty and staff.**

Transportation: There are approximately thirteen motor freight carriers that have service in the Bentonville and Northwest Arkansas area including, but not limited, to JB Hunt, P.A.M., Cannon Express and Willis-Shaw.

Demographics & Market Identification

Northwest Arkansas Regional Airport-(XNA) provides commercial air carrier service to the region. American Airlines, Delta Airlines, Continental, and U.S. Air serve the region. The airport is located at the southwest border of the Bentonville city limits and has an 8,800-foot runway. XNA is also serviced with a Regional Jet Center that caters to non-commercial air services. The Regional Jet Center is a state-of-the-art service with meeting spaces and pilot accommodations.

Recreation: Northwest Arkansas is located at the foothills of the Ozark Mountains, and there are many outdoor recreation opportunities throughout the region. Cultural opportunities in Fayetteville, Rogers and Bentonville include theaters which accommodate large touring plays, ballets, and musical acts. The University of Arkansas draws and supports cultural activities of all variety. The most notable recent addition to the area is Crystal Bridges Museum in Bentonville.

Crystal Bridges is a world-class museum opened in 2012: the first of its kind in the region, and the museum and resulting hotels and tourism are sure to have profound impact on Benton County.

"'It is unprecedented what she is doing," says Julian Zugazagoitia, director of the Nelson-Atkins Museum in Kansas City, Mo., the closest major art museum to Bentonville. Zugazagoitia says his museum expects to benefit in a spike of visitors as patrons drawn to Crystal Bridges explore regional options. "I hope for a Bilbao effect" in Bentonville, he says, referring to the Guggenheim outpost that opened in Spain in 1997, transforming a little-known Basque city into a major cultural hub.' [13]

Crystal Bridges Museum of American Art attracted 600,000 visitors in 2018 By the end of 2019, it was fast approaching 5 million visitors since its 2011 opening.

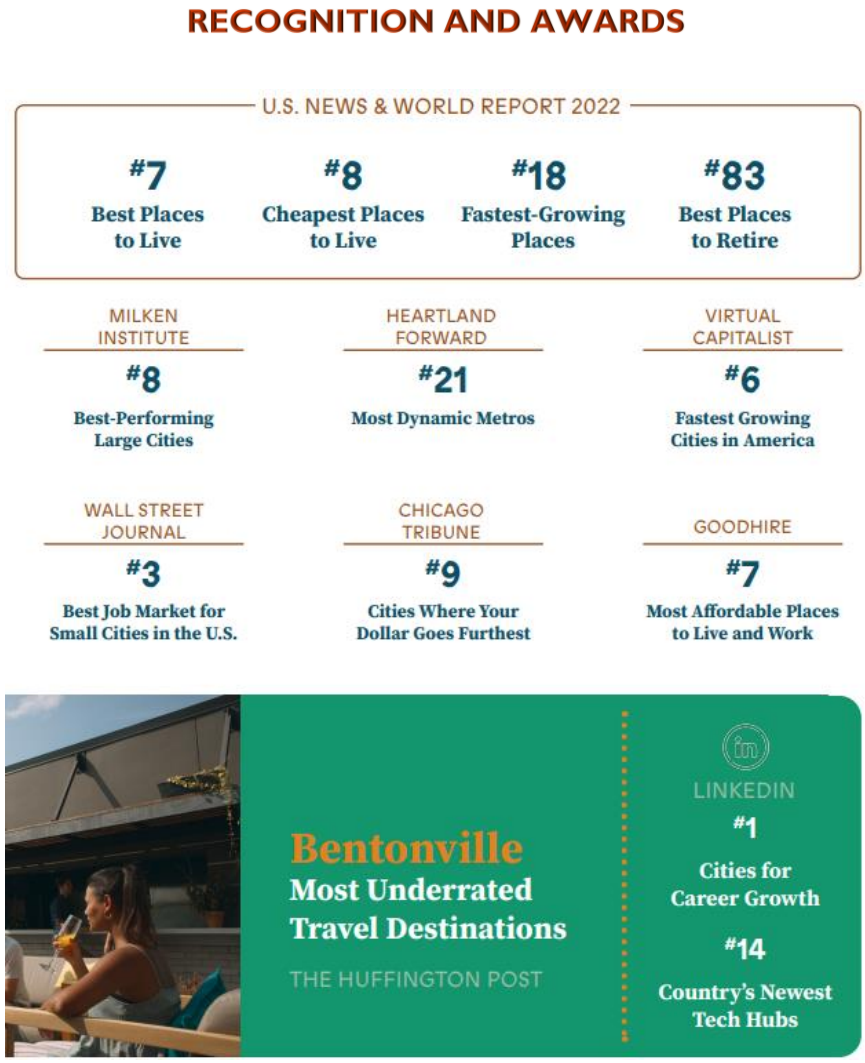
The museum in Bentonville is the centerpiece of Northwest Arkansas' thriving, growing arts scene. A study completed in 2017 by Americans for the Arts showed the arts and culture industry in the region generated $131.2 million in economic activity in 2015. That was way beyond the $45 million in activity noted five years earlier.

The opening of Crystal Bridges in 2011, the Walmart AMP outdoor music venue in 2014, **Scott Family Amazeum** children's museum in 2015 and the expansion of the Walton Arts Center in 2016 are widely recognized as major factors in the dramatic increase in economic impact created by arts and culture amenities.

The impact of the arts in the region is sure to increase more as the incredible **TheatreSquared** opened in Fayetteville in August 2019 and **The Momentary**… in Bentonville in February 2020.[14]

13 Washington Post
14 http://www.nwacouncil.org/northwest-arkansas

It is worth noting some of the awards granted in recent years, in order to display the growing awareness of the area which is contributing to the population increases:



https://nwacouncil.org/wp-content/uploads/2022/07/NWAC_AnnualReport221.pdf

Fastest-Growing Economy through 2021 - According to a report by IHS Global Insight for the U.S. Conference of Mayors. The region's economic growth rate will rank No. 5 nationally through 2021. Only four U.S. regions — two in Utah and two in Florida — are expected to see their economies grow at a faster rate. The 3.9 percent annual growth rate predicted for Northwest Arkansas will push the region's economy past $30 billion.

Top 100: Northwest Arkansas is on pace to be one of the nation's 100 largest MSAs, a Northwest Arkansas Council analysis shows. Reaching Top 100 status matters because many national publications and researchers focus on the Top 100 when they compare regions. Some think tanks, including the Brookings Institution, focus economic rankings on the Top 100.[15]

[15] http://www.nwacouncil.org/news/2018/3/22/analysis-northwest-bentonville-fayetteville-arkansas-census-top-100-population

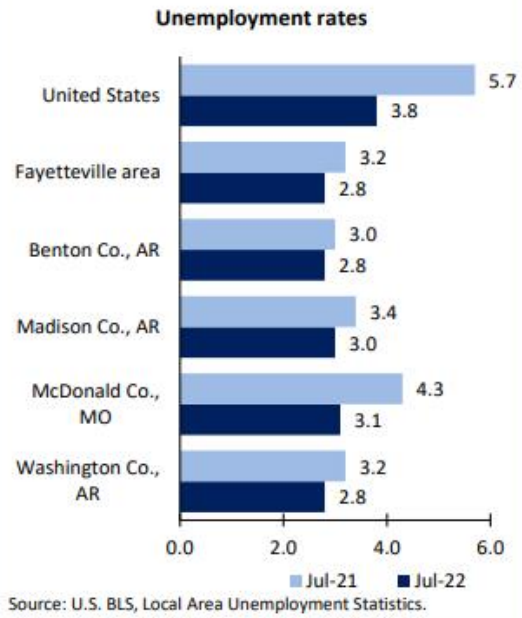
Economy

Fayetteville, AR-MO, Area Economic Summary

Updated September 01, 2022

This summary presents a sampling of economic information for the area; supplemental data are provided for regions and the nation. Subjects include **unemployment, employment, wages, prices, spending,** and **benefits**. All data are not seasonally adjusted and some may be subject to revision. Area definitions may differ by subject. For more area summaries and geographic definitions, see www.bls.gov/regions/economic-summaries.htm.

Unemployment rates for the nation and selected areas



Source: U.S. BLS, Local Area Unemployment Statistics.

Average weekly wages for all industries by county

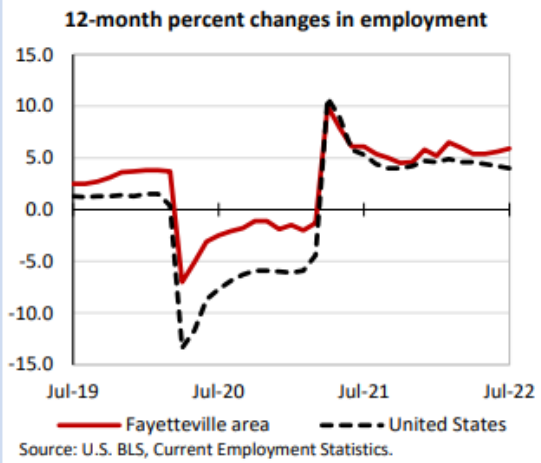
Fayetteville area, fourth quarter 2021

(U.S. = $1,418; Area = $1,220)



Source: U.S. BLS, Quarterly Census of Employment and Wages.

Over-the-year changes in employment on nonfarm payrolls and employment by major industry sector

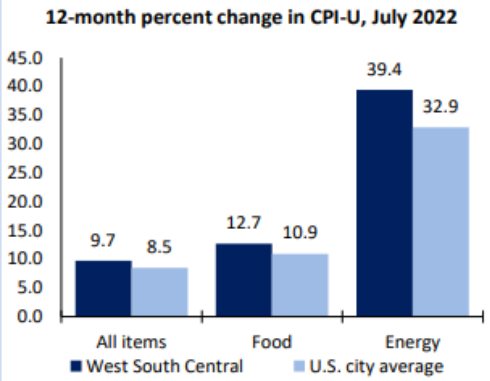


Source: U.S. BLS, Current Employment Statistics.

Fayetteville area employment (number in thousands)	Jul. 2022	Change from Jul.2021 to Jul. 2022	
		Number	Percent
Total nonfarm	284.5	15.8	5.9
Mining, logging, and construction	14.1	0.0	0.0
Manufacturing	31.9	1.0	3.2
Trade, transportation, and utilities	62.6	3.9	6.6
Information	2.2	0.1	4.8
Financial activities	9.3	0.3	3.3
Professional and business services	59.4	6.8	12.9
Education and health services	31.1	1.5	5.1
Leisure and hospitality	27.5	0.6	2.2
Other services	10.1	0.1	1.0
Government	36.3	1.5	4.3

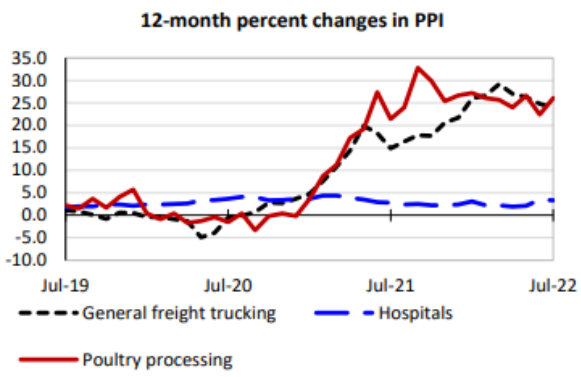
Source: U.S. BLS, Current Employment Statistics.

Over-the-year change in the prices paid by urban consumers for selected categories



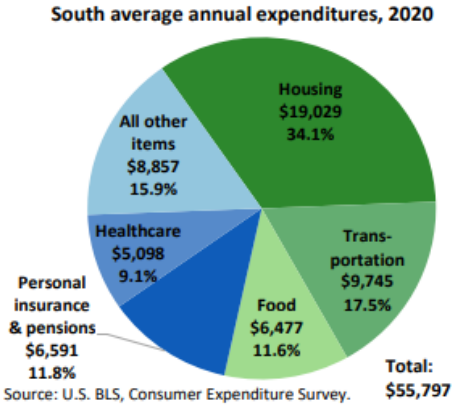
Source: U.S. BLS, Consumer Price Index.

Over-the-year changes in the selling prices received by producers for selected industries nationwide



Source: U.S. BLS, Producer Price Index.

Average annual spending and percent distribution for selected categories



Source: U.S. BLS, Consumer Expenditure Survey.

Average hourly wages for selected occupations

Occupation	Fayetteville area	United States
All occupations	$24.80	$28.01
Human resources managers	67.38	65.67
Accountants and auditors	35.87	40.37
Registered nurses	32.39	39.78
Construction laborers	17.27	21.22
Retail salespersons	14.29	15.35
Cooks, fast food	12.03	12.25

Source: U.S. BLS, Occupational Employment and Wage Statistics, May 2021.

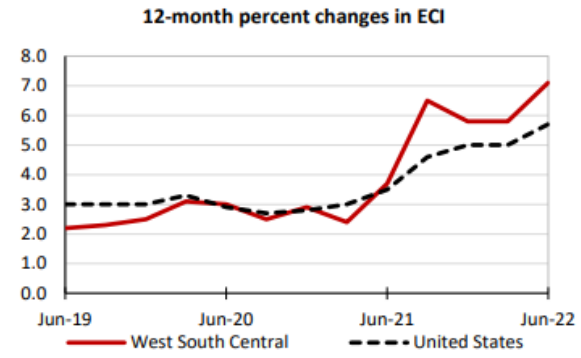
Employer costs per hour worked for wages and selected employee benefits by geographic division

Private industry, March 2022	West South Central (1)	United States
Total compensation	$34.38	$38.61
Wages and salaries	25.02	27.19
Total benefits	9.36	11.42
Paid leave	2.40	2.88
Vacation	1.21	1.47
Supplemental pay	1.32	1.37
Insurance	2.16	2.93
Retirement and savings	1.01	1.33
Legally required benefits	2.47	2.91

(1) The states that compose the West South Central census division are: AR, LA, OK, and TX.

Source: U.S. BLS, Employer Costs for Employee Compensation.

Over-the-year changes in wages and salaries



Source: U.S. BLS, Employment Cost Index.

https://www.bls.gov/regions/southwest/summary/blssummary_fayetteville_ar_mo.pdf

Unemployment rates in the area are considerably lower than state and national averages. This market area has **relatively high incomes** as compared to the state averages, and much of the high earning levels associated with this area result from the Wal-Mart Corporate Headquarters located in Bentonville.

The Center for Business and Economic Research (CBER) in the Sam M. Walton College of Business at the University of Arkansas, in collaboration with the Northwest Arkansas Council, releases the State of the Northwest Arkansas Region Report. The annual report is a benchmarking tool used to evaluate the economic performance of Northwest Arkansas and compares it to peer regions, including Austin, Texas; Des Moines, Iowa; Madison, Wis.; Durham-Chapel Hill, N.C.; Raleigh, N.C., and Provo-Orem, Utah.

nwa STATE OF THE REGION REPORT 2021

Northwest Arkansas Economic Indicators

Indicator	Most Recent Annual Data	Previous Year	% Change from Previous Year	
Population Estimate, July 2020	548,634	535,746	2.4%	▲
Real GDP (millions of chained 2012 dollars), 2019	$23,863	$23,727	0.6%	▲
Average Annual Unemployment Rate, 2020	4.5%	2.6%	1.9%	▲
Total Nonfarm Employment, 2020	261,700	264,600	-1.1%	▼
Average Annual Wages, 2020	$50,470	$47,600	6.0%	▲
Business Establishments, 2020	14,129	13,741	2.8%	▲
R&D Expenditures (in thousands), 2019	$180,225	$175,498	2.7%	▲
Average Domestic Airfare, 2020	$374	$485	-22.9%	▼

Peer Region Overview

Indicator	Fayetteville-Springdale-Rogers-MSA	Austin-Round Rock-Georgetown MSA	Des Moines-West Des Moines MSA	Madison MSA	Durham-Chapel Hill MSA	Raleigh-Cary MSA	Provo-Orem MSA
Population Growth, 2019-2020	2.4%	3.0%	1.1%	0.7%	1.1%	2.0%	2.4%
Real GDP Growth, 2018-2019	0.6%	3.1%	0.7%	2.6%	4.6%	3.0%	5.8%
Annual Unemployment Rates, 2020	4.5%	6.2%	5.5%	4.9%	6.1%	6.4%	3.7%
Nonfarm Employment Growth, 2020	-1.1%	-2.9%	-4.6%	-5.5%	-4.0%	-3.4%	0.0%
Average Annual Wages, 2020	$50,470	$57,830	$55,660	$57,680	$64,430	$56,720	$49,980
Business Establishment Growth, 2020	2.8%	4.7%	2.1%	2.2%	6.1%	7.2%	5.0%
R&D Expenditures (millions), 2019	$180.2	$696.1	$358.5	$1,297.3	$1,153.8	$1,226.5	$601.1
Average Domestic Airfare, 2020	$374	$286	$303	$360	$289	$289	$330

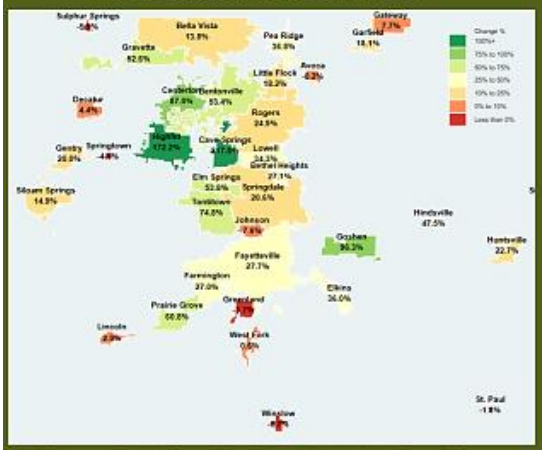
The colors represent how the Fayetteville-Springdale-Rogers MSA compares to peer regions.

Ranking Scale: 1st | 2nd | 3rd | 4th | 5th | 6th | 7th

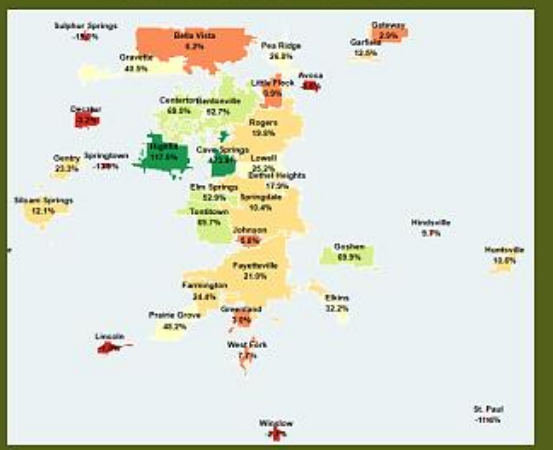
As population growth outpaced housing production between 2010 and 2020, the average price of homes in Benton and Washington counties reached record highs in the first half of 2021. In Benton County, the average price was $311,333, 14.3% higher than a year ago and 42.4% higher than five years ago. In Washington County, the average price was $297,343, which was 24.3% higher than a year ago and 46.7% higher than five years ago. Similar price increases were observed in the cities within the counties as well.

2010 - 2020

POPULATION CHANGES BY CITY



HOUSING PRODUCTION BY CITY



NOTE: Data comes from the Census Bureau's 2000, 2010, and 2020 Decennial Census

LARGEST EMPLOYERS[16]

Northwest Arkansas' Big Three Fortune 500 companies — Walmart, Tyson Foods and J.B. Hunt — are the region's largest employers. Walmart is building a world-class new headquarters in Bentonville. Tyson Foods opened a new technology hub in downtown Springdale, and J.B. Hunt has made multiple expansions in the region in recent years.

Walmart (Fortune 1) is about twice as big as No. 2 Amazon in terms of revenue. Walmart employs 2.2 million around the world, and that's almost equal to the combined employment of Kroger, Home Depot, Lowe's, McDonald's, Target, Walgreens and Starbucks. Tyson Foods (Fortune 79), by revenue, would be the largest company in far larger metropolitan areas: Denver, Kansas City, Las Vegas, Miami, Orlando, Phoenix, Portland, Salt Lake City and Tampa. J.B. Hunt (Fortune 346) is bigger than JetBlue, Ceasars Entertainment and Hershey.

MAJOR EMPLOYERS

Rank	Company	# of Employees
1	Wal-Mart Stores Inc.	>25,000
2	University of Arkansas	6,750
3	Tyson Foods Inc.	4,300
4	J.B. Hunt Transportation Services Inc.	>3,000
5	George's Inc.	2,500
6	Washington Regional Medical Center	2,200
7	Mercy Health System of NWA	1,850
8	Northwest Medical Center	1,600
9	Twin Rivers Group	1,600
10	Serco	1,600
11	Tyson Chick-N-Quick Plant	1,200
12	Cargill Corp.	1,200
13	Pinnacle Healthcare	1,100
14	Arvest Operations	1,050
15	Crossland Construction	975

Source: Rogers-Lowell Area Chamber of Commerce

[16] https://www.nwacouncil.org/northwest-arkansas

NWA Historical Trends:

The NWA real estate market went through a correction period from 2009 to 2013, like much of the nation. There was excessive supply introduced into the local market from 2003 to 2007 combined with the national recession that followed.

Prices had been high for the state and region, but they were somewhat protected by the fact that they were still relatively low as compared to national averages, especially for MSA's experiencing similar economic and population growth. Prices declined, but overall, as long-term investments, most properties held or quickly recaptured their value, due to a thriving, diverse local economy including Wal-Mart, JB Hunt, Tyson, and the University of Arkansas among others.

Partially completed subdivisions were hit hard and many were abandoned. The local multifamily market weathered the recession relatively well and was among the first to resume construction. It is worth noting that economists are beginning to predict a potential repeat of a national recession. Some local overbuilding has been noted, but population increases have sustained.

> *"If the markets go down, it could bring on another recession. The housing market has been an important element of economic activity. If people start to get pessimistic about housing and pull back and don't want to buy, there will be a drop in construction jobs and that could be a seed for another recession. By the way, we're overdue for another recession." – Economist Robert Shiller; October 2018*

NWA Current Indicators:

The **Arvest Skyline Report** is our primary source for local industry and submarket profiles. It is a biannual analysis of the latest commercial, single-family residential and multifamily residential property markets in Benton and Washington counties. The report is sponsored by Arvest Bank and conducted by the Center for Business and Economic Research (CBER) in the Sam. M. Walton College of Business at the University of Arkansas. CBER researchers aggregated and analyzed data from local governments, property managers, visual inspections and the business media to provide a complete picture of the status of property markets in the two counties.

Positive Factors

- *Continued population growth in the MSA.*
- *Construction of the new Walmart Home Office.*
- *Growth of existing businesses creating demand for new Class A office space.*
- *Growth in the healthcare sector creating demand for new Medical Office space.*
- *Development of mixed use live-work-play communities.*
- *Leveraging the trail system as a selling point for commercial space.*
- *Continuing creation of amenities in Northwest Arkansas.*
- *Increasing attention to the MSA by national investors.*
- *Continuing media coverage of Northwest Arkansas as a good place to work and live.*

Negative Factors

- *Increased construction costs and skilled labor shortage.*
- *Impact of Walmart Home office on construction costs.*
- *Lease rate increases outpacing small firm's ability to pay.*
- *Potential overbuilding of Class A office.*
- *Shift to work stations leading to less office demand.*
- *Overhang of existing class B and C retail space.*
- *Overbuilding of the student housing market around the University of Arkansas.*
- *Possible overbuilding of nonstudent multifamily housing in Benton County.*
- *Infrastructure costs.*

Arvest Skyline Report; 2022 – First Half

- *Arvest Bank recently released Skyline Reports on residential and multifamily real estate in Northwest Arkansas for the first half of 2022. The two most important numbers in the reports are 2.3% and 26.8%. The first,* ***2.3%, is the overall vacancy rate for multifamily housing units.*** *The second,* ***26.8%, is the increase in the average selling price of homes listed through MLS compared to one year ago.***

  According to Mervin Jebaraj, director of the Center for Business and Economic Research (CBER) at the Sam M. Walton College of Business at the University of Arkansas, the 2.3% overall vacancy rate for apartments is so low as to be "functionally zero." In CBER's discussions with multifamily developers, many apartment complexes in Northwest Arkansas now have waiting lists. This is further illustrated when looking closer at the vacancy rates by apartment size, where the most popular units are one-bedrooms with a vacancy rate of 0.8% and two-bedrooms with a rate of 1.0%. ***Low inventories are also driving up lease rates, which rose 12.0% from the first half of 2021*** *and 61.3% since the first half of 2012.*

- *The market for residential single-family homes saw an increase in available inventory with 1,193 homes listed for sale on MLS compared to 642 one year ago, an increase of 85.8%. But this did nothing to slow down the continued increase in home prices as the average selling price of a home listed on MLS rose 26.8% from a year ago, from $304,235 to $385,821. From a decade ago, this average selling price has risen 128.4%, far outpacing the national rate of inflation in the last decade of 29.04%.*

  "The Northwest Arkansas region is being challenged to provide affordable housing options for the continued increase in population," Jebaraj said. "The pace of new home construction is slowing because of supply chain issues as builders are having difficulty getting new homes completed because of a lack of appliances, while some new subdivisions can't get the approvals they need because they can't get the transformers needed to provide electricity. Hopefully these are temporary issues that will get resolved soon. However, ***offering more affordable housing than other desirable metros is a competitive advantage that we are beginning to lose with the pace of price increases.***

Arvest Skyline Report; 2021 – Second Half

- *During the second half of 2021, the* ***overall vacancy rate for commercial real estate dropped to 8.3%,*** *the lowest overall vacancy rate since the inception of the Skyline Report. There was 636,552 square feet of space added to the market and 862,106 square feet of space absorbed, resulting in positive net absorption of 225,554 square feet.*

- *All major categories of commercial space demonstrated strength,* ***led by the warehouse sector*** *where 445,365 square feet of new space entered the market and 578,544 square feet were absorbed, resulting in positive net absorption of 133,179 square feet.* ***The vacancy rate for warehouse space was 5.3%,*** *which is almost half the peak of 10.3% in the first half of 2019.*

  "The warehouse sector in Northwest Arkansas seems to be benefiting from the continued growth in e-commerce as almost 2 million square feet of new space has been added over the past five years, while still maintaining low vacancy," said Mervin Jebaraj, director of the Center for Economic and Business Research (CBER) at the Sam M. Walton College of Business at the University of Arkansas and lead researcher for the Skyline Report. "To see the vacancy rate well under 10% indicates a healthy sector."

- *The office sector had a relatively small amount of new space added, 116,280 square feet, while 235,032 were absorbed, resulting in positive net absorption of 118,752 square feet. While the amount of new space added was relatively small for the overall office sector, all the space added was for medical office space, a smaller submarket.* ***The vacancy rate for office space was 10.0%.***

  "Since the onset of the pandemic there has been a great deal of uncertainty regarding the office space market as businesses have been adjusting to the realities of a more remote workforce," Jebaraj said. "What the data is showing in the Northwest Arkansas office market is that this submarket remains strong and balanced."

- *Commercial building permit data over the past 12 months has been historically high, with more than $1 billion in permits issued, but 69.4% of that total is permits issued for Walmart facilities, primarily the company's new campus development.*

  "This report indicates that commercial real estate developers in the region are doing a nice job of developing the right kind of space in the right places," said Gene Gates, senior vice president and commercial loan manager for Arvest in Fayetteville. "I know our commercial lending group is working closely with Arvest clients to provide the capital needed for the region to continue intelligent development that will meet the growing needs as Northwest Arkansas continues to grow and expand."

Arvest Skyline Report; 2020 – First Half

- *In the commercial real estate market, the overall vacancy rate across all submarkets fell from 11.0% to 10.8% compared to the first half of 2019.*
- *The percentage of new-construction sales was 28.5%, the highest rate since the report began, mostly on the lack of existing homes offered for sale.*
- *The number of listed homes in the two-county area was down nearly 50%, to 1,206, when compared with the first half of 2019. During the same period, the number of lots available to build new homes in active subdivisions stood at 3,896, down more than 50% when compared with the same period in 2015 and the lowest number since the report began in 2004.*

Arvest Skyline Report; 2019 – Second Half – Subdivisions

- *There were 1,857 building permits issued in Benton and Washington Counties from July 1 to Dec. 30, 2019. Benton County accounted for 1,121 of the residential building permits, while Washington County accounted for 735.*
- *24,831 lots were in the 426 active subdivisions identified by the Skyline Report researchers in the second half of 2019*
- *In 74 out of 426 active subdivisions, no new construction or progress in existing construction has occurred during the last year.*
- *During the second half of 2019, 1,461 new houses in 426 active subdivisions became occupied, down 7.4% from 1,576 in the first half of 2019.*
- *Using the absorption rate from the past twelve months implies that there was a 23.3 supply of remaining lots in active subdivisions in Northwest Arkansas at the end of the second half of 2019.*
- *An additional 8,985 residential lots have received either preliminary or final approval in Northwest Arkansas. Adding these proposed lots to those in active subdivisions yields 58.9 months of remaining lot inventory.*
- *According to the Assessor' databases, 64.9 percent of houses in Benton County and 62.2 percent of houses in Washington County were owner-occupied*
- *From July 1-Dec. 31, 2019, there were 4,910 houses sold in Benton and Washington County. This is an increase of 3.3 percent from the 4.747 sold during the same time period in the previous year.*
- *The average sale price of a house in Benton County was $264,383 in the second half of 2019. In Washington County, the average sale price was $241,413*
- *There were 1,812 houses listed for sale in the MLS database as of Dec. 31, 2019, at an average list price of $379,342*

Market Area Identification

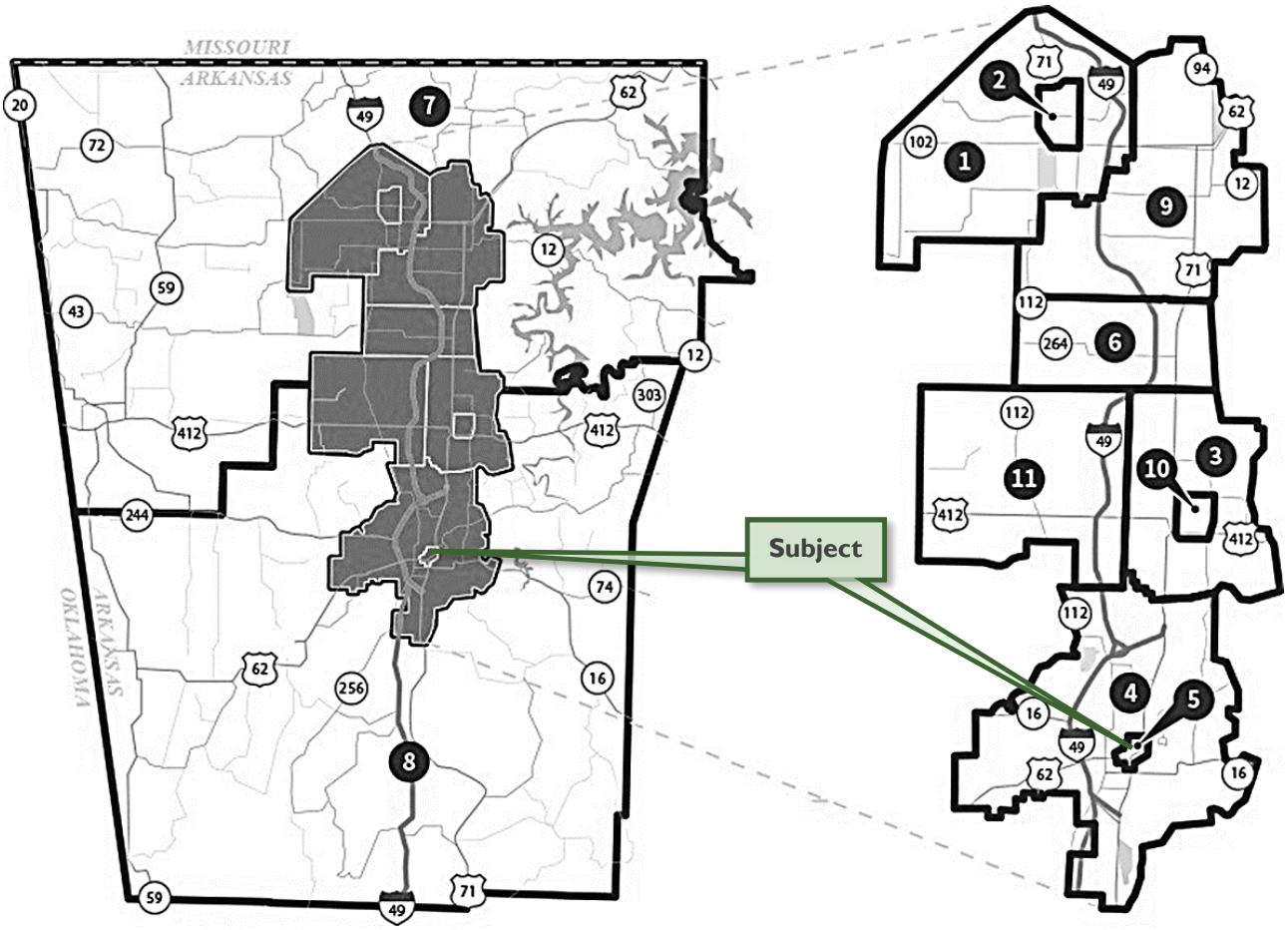
Market area is defined as: *The geographic region from which a majority of demand comes and which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or* ***the competitive market area may be distinguished from the general market area.***[17]

A market area can encompass one or more neighborhoods or districts or both. The investigation begins with the subject property and proceeds outward, identifying all relevant actual and potential influences on the property's value that can be attributed to the property's location.

The appraiser extends the search far enough to encompass all of the influences the market indicates will affect a property's value. When no more factors that would affect the value of the subject property and of surrounding properties are found, the boundaries for analysis are set. [18]

We define the subject market area as the City of Fayetteville CBD, and we will search the area for comparable data. This is the area in which investors and/or buyers would search for similar properties to purchase for investment or use.

17 Appraisal Institute. (2015). The Dictionary of Real Estate Appraisal (6th ed.). Chicago, IL: Author. 139.
18 Appraisal Institute. (2020). The Appraisal of Real Estate (15th ed.). Chicago, IL: Author. 139.



Map courtesy of Fayetteville Flyer

MARKET AREA MAP

The subject neighborhood is also described below for the clients' benefit in understanding the immediate surroundings and the characteristics we will seek out in comparable property neighborhoods within the market area.

Neighborhood is: *A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.*[19]

A neighborhood exhibits a greater degree of uniformity than the larger surrounding area. A neighborhood will generally exhibit a more homogenous landscape with regard to building types, building styles, and building ages than would be found in the larger surrounding area. Social, economic, and governmental forces operating within a neighborhood further define it.

The subject's **neighborhood is Central Fayetteville near the U of A Campus Area**. **W Dickson St** is an established commercial and entertainment district that runs East/West through the neighborhood. **N West Ave** runs North/South through the neighborhood. **W Dickson St and N West Ave** are considered the entertainment district in Fayetteville containing many local bars, restaurants, and music venues.

The neighborhood also contains a mix of small single-family rental homes and multi-family rentals (apartment complexes, townhomes, condos). **Much of the neighborhood's multi-family housing is marketed to University of Arkansas students.** The University of Arkansas is walkable from the neighborhood and most of the neighborhood has U of A bus stops. The Razorback Greenway makes walking and biking an easy mode of transportation through the neighborhood, to downtown, onto campus, and beyond.

The neighborhood is essentially fully developed and there is little undeveloped land with frontage in the neighborhood, however, redevelopment of old properties or tear downs of old structures has become common practice. The existing commercial properties range from old structures in average condition to brand new. There have been several tear-downs of old multi-family complexes with expensive redevelopment due to rapidly increasing student body and leaps in upper limits of student rents brought in by out of state student tenants and parents with high incomes. There are several older, well-established landmarks and newer revitalization projects near the subject that include: The Fayetteville Library recently completed an expansion project to the south, the Mill District to the south, The Fayetteville Square at the center, Dickson St Entertainment District to the north, The Walton Arts Center across the street to the east, and the University of Arkansas to the west.

19 Appraisal Institute. (2015). The Dictionary of Real Estate Appraisal (6th ed.). Chicago, IL: Author. 156.

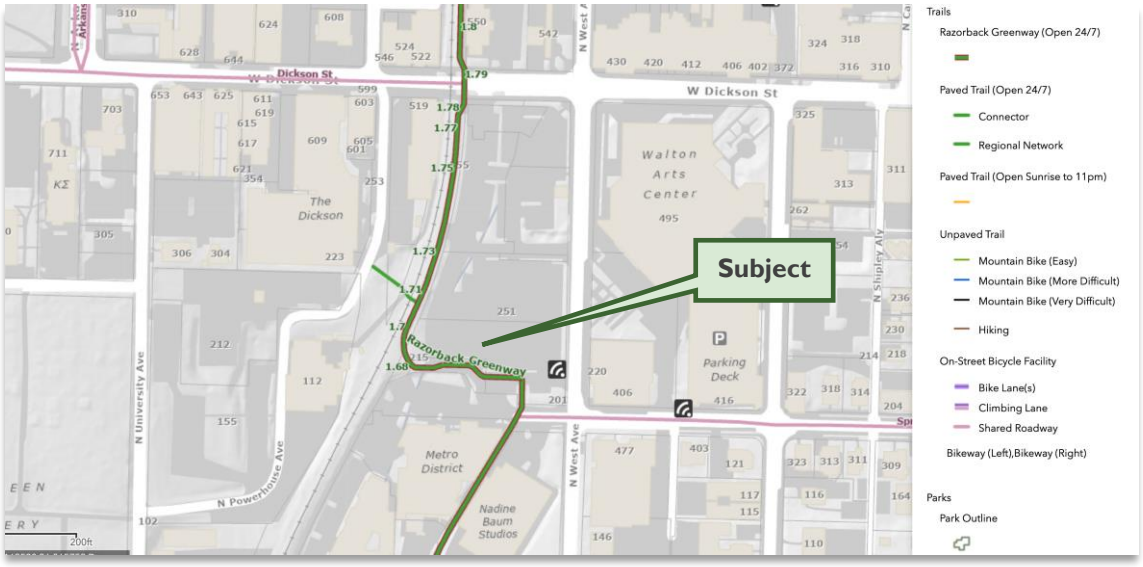
The subject is part of a city project called "Civic Plaza" which is part of a larger city project called "The Ramble". The city is investing over $31 million developing The Ramble which include improvements to the Fay Jones Woods to the subjects south, a new 300-space parking deck to the subject north, and Civic Plaza. Civic Plaza will consist of a gathering and event lawn, public plaza, garden spaces, and a civic promenade. Future city plans also include a hotel on the subject site and a new mixed-use building to the subject's north. The subject also benefits from walkability to many of Dickson St's and N West Ave's restaurants, retail stores, bars, and music venues. **Multiple sporting venues are also walkable, including Bud Walton Arena, Reynolds Stadium, Bogle Park, Razorback Field, and John McDonnel Field.**

The U of A's rapidly increasing student body and opportunity has been recognized by out of state investors. Some of the nation's largest real estate investment groups have purchased or developed student housing in the area.

University of Arkansas

- 29,068 students enrolled
- 96 undergraduate majors
- 97 master's degree programs
- 1,490 faculty
- 3,350 staff

The **Razorback Greenway** bike trail is also easily accessible from most of the neighborhood, and business have sprung up around it, including a new entertainment district off of Poplar St in the northern part of the neighborhood.



FAYETTEVILLE PUBLIC LIBRARY NOW OPEN AFTER EXPANSION



Today's the day. Fayetteville Public Library officials on Tuesday announced they have official reopened the library to the public after completion of a major expansion project.

Officials said the new facility has been cleared by the City Board of Health to reopen, with limits on capacity and other restrictions in place due to the COVID-19 pandemic. The library will limit capacity to 200 patrons, with access to the building limited to only the library's main entrance on West Mountain Street and South School Avenue. Patrons should limit their visits to one hour, and study and meeting rooms will remain closed at this time.

Library officials said policies and restrictions are subject to change depending on the state of the pandemic and other factors. "After touring the space late last year and referencing CDC guidelines, we arrived at our recommendations that address most needs of FPL and its patrons," said Marti Sharkey, Fayetteville Public Health Officer. "The space is large enough to allow for social distancing and has a state-of-the-art HVAC system. We feel very good about its ability to open during the pandemic while limiting the number of patrons." The facility, paid for in part by a $26.5 million millage increase approved by voters in 2016, is packed with more amenities including an expanded children's library, a 700 seat performance hall, a test kitchen, an innovation center with a recording studio, photo studio, and video studio, a movement studio, more an 100,000 books, and countless others. We wrote about some of the new features last week.

"The reopening of the Blair Library and its expansion project marks the end of a venture that began as a dream almost a decade ago," said David Johnson, executive director of FPL. "I look forward to welcoming the community back to its library and can't wait to see people's reactions and how they use these spaces in ways that we never could have imagined." Story times, book clubs, and other programs will remain virtual for now. Curbside pickup for all resources will continue, as well as book concierge services, officials said. The library is open 9 a.m. until 8 p.m. Monday-Thursday, 9 a.m. until 5 p.m. on Friday and Saturday, and 1 p.m. until 5 p.m. on Sunday. For more information, or to reserve items, visit faylib.org.[20]

[20] https://www.fayettevilleflyer.com/2021/01/19/fayetteville-public-library-now-open-after-expansion/

Civic Plaza



The civic space is a key element of the City's Cultural Arts Corridor, now known as The Ramble, which links some of Fayetteville's cultural and natural attractions with the downtown area and entertainment district. The City is investing over $31 million in the development of the Ramble, financed through the passage of a larger $226 million public infrastructure bond issue in 2019. The three major elements of the Ramble are the Fay Jones Woods with streetscape and trail improvements, a new 300-space parking deck located at West Ave. and Dickson St., and the civic space with anchor buildings for this site.

About the Site

The design for the civic space consists of a gathering and event lawn, public plaza, garden spaces, and a civic promenade, midway between the downtown square and the University campus, and adjacent to the Razorback Regional Greenway, ensuring that this project will contribute to creating a dynamic and experiential place.

The site currently consists of a surface parking lot. A new replacement parking deck will be constructed at the corner of West Ave. and Dickson St. to more efficiently serve the parking needs of the Ramble and the Dickson St. Entertainment District. The civic space is scheduled for construction, beginning with the civic plaza, once the parking deck is complete in 2023. There will be two buildings to anchor the civic plaza, a south building and a north building.

About the South Building

The City's intention is to make sure that development of the southern anchor building on the civic plaza will be both beautiful and of exceptional architectural quality and materiality befitting this extraordinary location. Ultimately, the City envisions this building as a model demonstration of high quality urban design that will set the standard for future downtown development.

To that end, the City issued a Request for Proposals on Aug. 29, 2021 for development of the southern building. Proposals were accepted on Oct. 26, 2021. City staff have worked with Reindl Properties on a hotel and mixed-use concept that will come before the City Council in October 2022. View the Letter of Intent.

About the North Building

The North Building will be a part of the development agreement negotiated with the replacement parking deck. More details for the mixed-use building on the north end of the civic plaza will be available soon! [21]

[21] https://www.fayetteville-ar.gov/4051/Civic-Plaza

Demographics & Market Identification

CULTURAL ARTS CORRIDOR

The Cultural Arts Corridor received a new name in June 2021 as a result of a public renaming campaign. Once the project is complete, it will be known as **The Ramble**. Additionally, assets within The Ramble that offer distinct experiences have received new names or have retained existing, historical names.



WHAT IS THIS PROJECT?

The Cultural Arts Corridor is a dynamic new 50-acre outdoor public space that will help to revitalize Fayetteville's downtown area and create a destination for residents and visitors alike. Linking the City's key cultural institutions—including the Walton Arts Center, TheatreSquared, Nadine Baum Studios, Fayetteville Public Library, and the University of Arkansas' Art and Design District—the corridor will showcase and celebrate local arts culture. It will also enhance civic space and serve as a catalyst for additional development and density in the downtown area, increasing bike trails and connections, and improving streets and walkability. This project is part of a Bond package approved by Fayetteville voters in April 2019.

The plan for this transformative project is made possible by a grant from the Walton Family Foundation's Design Excellence Program. Award-winning landscape architects Nelson Byrd Woltz (NBW) were selected to design the corridor.

PROJECT HIGHLIGHTS

There are five primary elements included in plans for the Cultural Arts Corridor bond project: **The West Avenue Civic Space, West Avenue streetscapes, The Fay Jones Woodland, The Razorback Greenway**, and a new **parking deck** at the corner of West and Dickson streets. The work will be conducted in two phases.

WHAT IS THE CURRENT STATUS?

Updated 10/13/2022

- **Fay Jones Woods**: Complete
- **West Avenue Streetscapes**:
  - South St. to Center St. is complete



- Center St. to Meadow St. is underway
- Meadow St. to Dickson St. work will begin soon, with completion expected in March 2023.

- **Razorback Greenway Improvements (CAC):** Greenway trail to Spring St. will begin soon.

WHEN WILL IT BE COMPLETED?

Replacement Parking:
Location: Depot lot at the NW corner of Dickson St. & West Ave.
Phase One Bond funding: $10 mil.

- Design and Bidding: Summer 2020 - Summer 2021
- Construction: Begins January 2022

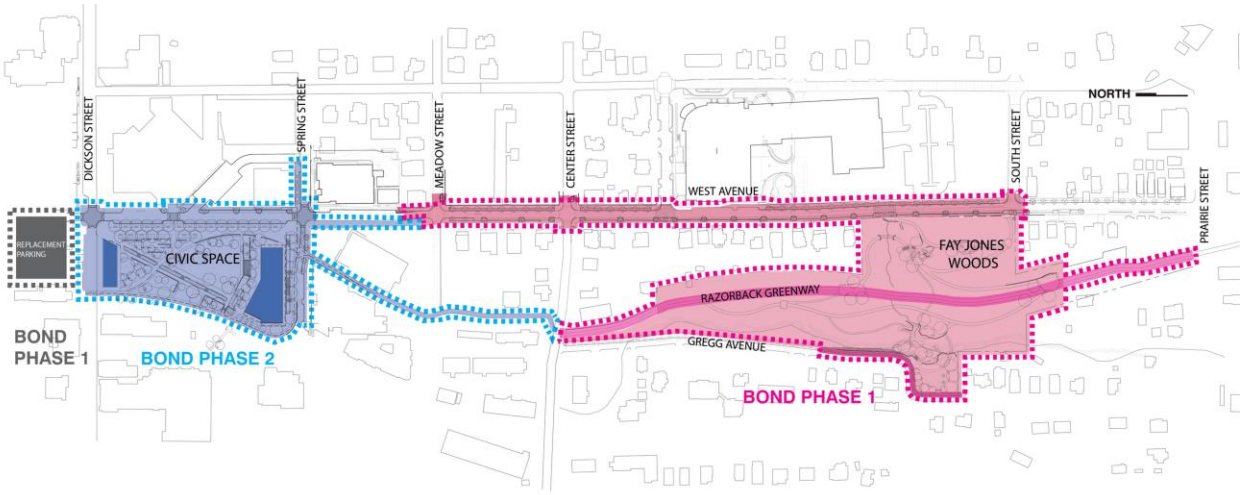
Fay Jones Woods, Streetscapes and Trails
Phase One Bond funding: $10.3 mil.

- Construction: Spring 2020 - May 2022

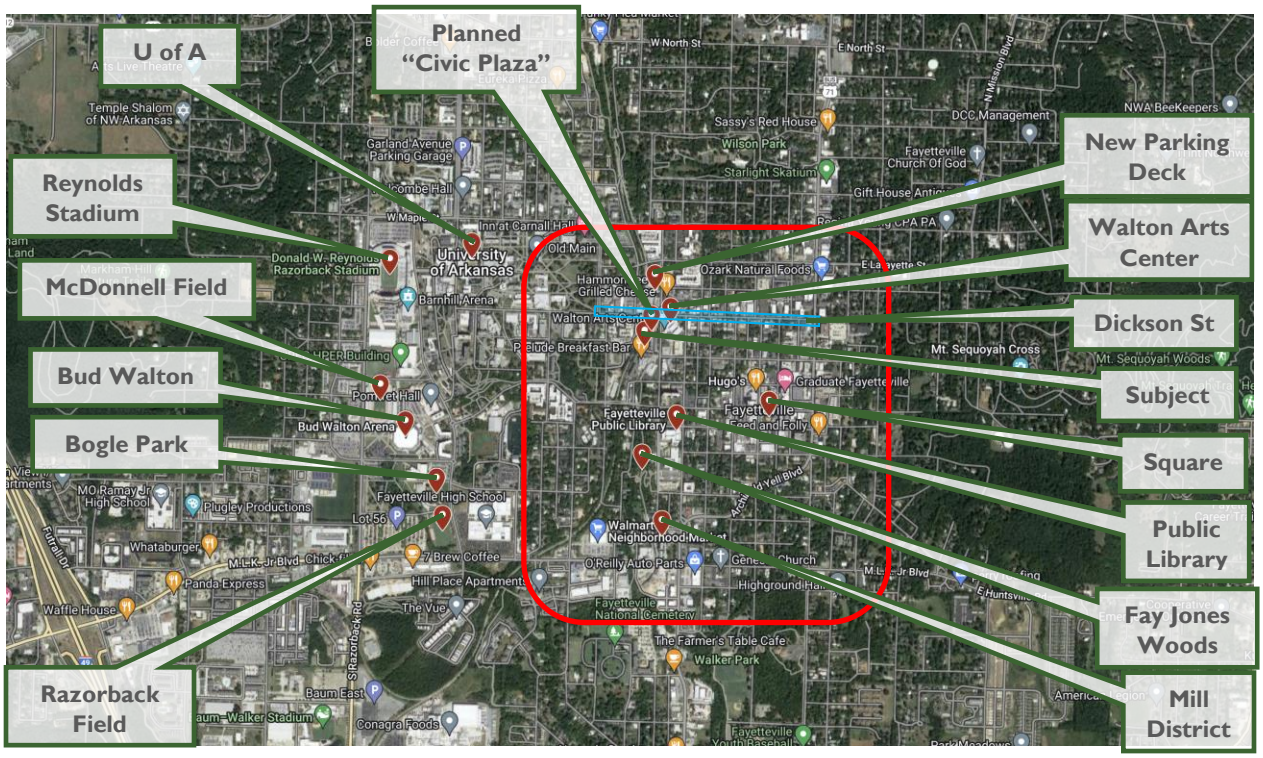
West Avenue Civic Plaza: Design only (Construction in Phase Two after completion of replacement parking)
Phase One Bond funding: $500,000

- Design and Bidding: Summer 2021 - Fall 2022
- Construction: Fall 2022 - Spring 2024

PHASE MAP AND TIMELINE



Demographics & Market Identification



NEIGHBORHOOD

Neighborhood Outlook: Current prices are stable to increasing. We expect that the neighborhood will continue to be a stable to increasing area, due to the high demand and continued expansion within the entertainment district, arts corridor, Razorback Greenway, and University of Arkansas.

Analysis and Conclusions

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use is: *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.* [22]

The theoretical focus of highest and best use analysis is on the potential uses of the land as though vacant. In practice, however, the contributory value of the existing improvements and any possible alteration of those improvements are also important in determining highest and best use and, by extension, in developing an opinion of the market value of the property.

In the analysis of highest and best use of land as though vacant, we ask the following questions:

- Should the land be developed or left vacant?
- If left vacant, when would future development be financially feasible?
- If developed, what kind of improvements should be built?

The analysis of the highest and best use of the real estate as improved answers a different question than the analysis of the land as though vacant:

- Should the existing improvements on the property be maintained in their current state, should they be altered in some manner to make them more functionally efficient, or should they be demolished to create a vacant site for a different use?
- If renovation or redevelopment is warranted, when should the renovations or redevelopment occur? [23]

Typically, when the value of a property as improved is greater than the value of the land as though vacant, the highest and best use is "as improved". Sometimes, a property's existing use may represent an interim use in which case the value equals the land value for the proposed highest and best use plus the contributory value of the current improvements until the proposed highest and best use is later achieved. Property owners redeveloping a parcel of land sometimes remove an improvement even when the value of the property as improved exceeds the value of the vacant land. The costs of demolition and any remaining improvement values are taken into consideration when testing the financial feasibility of redevelopment.

Four steps are applied in the following order to determine the appraiser's highest and best use opinion:

Physically Possible; Legally Permissible; Financially Feasible; Maximally Productive

22 Appraisal Institute. (2015). The Dictionary of Real Estate Appraisal (6th ed.). Chicago, IL: Page 109.
23 Appraisal Institute. (2020). The Appraisal of Real Estate (15th ed.). Chicago, IL: Page 308

HIGHEST AND BEST USE ANALYSIS continued:

Physically Possible:

The availability and capacity of public utilities appear to be adequate for the subject property, and the land is located outside of the flood hazard area. No subsoil study was provided the appraiser and it is assumed that the subsoil conditions will not make utilization of the site restrictive or costly and that the site's potential future use is not affected. Alternative uses that would require a larger site are physically prohibited.

"As vacant," the subject property could be developed as any number of uses that would not be limited by the property's size and shape, terrain or by the availability of utilities.

Legally Permissible:

The property is subject to zoning restrictions and is labeled MSC; Main Street Center.

"As vacant," the subject property could legally be put into service for any use consistent with this zoning classification or the future land use plans of the city.

Note: This appraisal is subject to the owner having all applicable permits from local authorities, state authorities and other bodies that have jurisdictional authority over the subject property.

Financially Feasible:

There may be numerous uses for the subject property. All uses that are expected to produce a positive return, after expenses, are regarded as economically feasible.

A comprehensive marketability or feasibility study was not requested nor performed in conjunction with this report. The appraisers utilize inferred market analysis. The projections utilized are based on our experience with other similar properties in the market area and the market studies at our disposal.

"As vacant": Given immediate neighborhood trends, a number of commercial, arts-related, public space, retail, restaurant, or bar uses considered feasible, as well as parking.

HIGHEST AND BEST USE ANALYSIS continued:

Maximally Productive:

The physically possible, legally permissible, and financially feasible use that results in the highest present value is the Maximally Productive Use. This assumes maximized profitability. Maximum profitability is somewhat subjective depending on ownership knowledge, management ability, management costs, changes in supply as well as other fluctuations in income and expenses, but it can be narrowed to a reasonable conclusion which also considers the risk of the use.

"As vacant": Given immediate neighborhood trends; the immediate, maximally productive use is commercial land as an investment pending development for uses that maximize the building area. Considering the surrounding arts buildings, entertainment district and university draw; and also considering the small number of downtown hotel rooms, hotel use meets the criteria to be considered the highest and best use.

THE VALUATION PROCESS

The **Valuation Process** is: *A systematic procedure an appraiser follows to provide answers to a client's questions about real property value.* [24]

The number of steps depends on the intended use of the assignment results, the nature of the property, the scope of work, and the availability of data. In assignments to develop an opinion of market value, the ultimate goal of the valuation process is a well-supported value conclusion that reflects all of the pertinent factors that influence the market value of the property being appraised given the intended use and users. To achieve this goal, an appraiser studies a property from three different viewpoints, which are referred to as the approaches to value.

The three approaches to value typically used in the valuation process are briefly introduced below:

1. In the **cost approach,** value is indicated by the current cost of reproducing or replacing the improvements (including indirect costs and entrepreneurial incentive), less depreciation, plus land value.

2. In the **sales comparison approach,** value is indicated by analysis of sales of comparable properties appropriately adjusted for differences from the subject property.

3. In the **income capitalization approach,** value is indicated by the present value of a property's earning power, based on the capitalization of income.

From the approaches applied, the appraiser develops separate indications of value for the property being appraised. To complete the valuation process, the appraiser integrates the information drawn from market research, data analysis, and the application of the approaches to reach a value conclusion. This conclusion may be presented as a single point estimate of value or, if the assignment permits, as a range within which the value may fall (or as a relationship to a point referenced from a benchmark amount). The effective integration of all the elements in the process depends on the appraiser's skill, experience, and judgment.[25]

One or more approaches to value may be used depending on which approaches are necessary to produce credible assignment results, given the intended use. As explained in the scope of work, **this appraisal utilizes the Sales Comparison Approach to value the subject property as it is the most common and preferred method of land valuation.**

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24 Appraisal Institute. (2015). The Dictionary of Real Estate Appraisal (6th ed.). Chicago, IL: Page 243.
25 Appraisal Institute. (2020). The Appraisal of Real Estate (15th ed.). Chicago, IL: Page 30.

LAND VALUE

The **Sales Comparison Approach**: *In the sales comparison approach, an opinion of market value is developed by comparing properties similar to the subject property that have recently sold, are listed for sale, or are under contract (i.e., for which purchase offers and a deposit have been recently submitted). A major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties.*[26]

To apply the sales comparison approach, appraisers follow a systematic procedure:[27]

- ***Research the competitive market for information on properties that are similar*** *to the property being appraised and that have been sold recently, or were listed for sale, or are under contract. Information on agreements of sale, options, listings, and bonafide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.*

- ***Verify the information*** *by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the properties such as buyer and seller motivations, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.*

- ***Select the most relevant units of comparison*** *used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit, price per lot or proposed lot, price per room) and develop a comparative analysis for each unit. The goal is to define and identify a unit of comparison that explains or mirrors market behavior.*

- *Look for differences between the comparables being considered and the subject property using all appropriate elements of comparison. Then* ***adjust the price of each comparable****, reflecting how it differs to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, an appraiser should be concerned about comparability and the wisdom of relying on that comparable as a basis for comparison.*

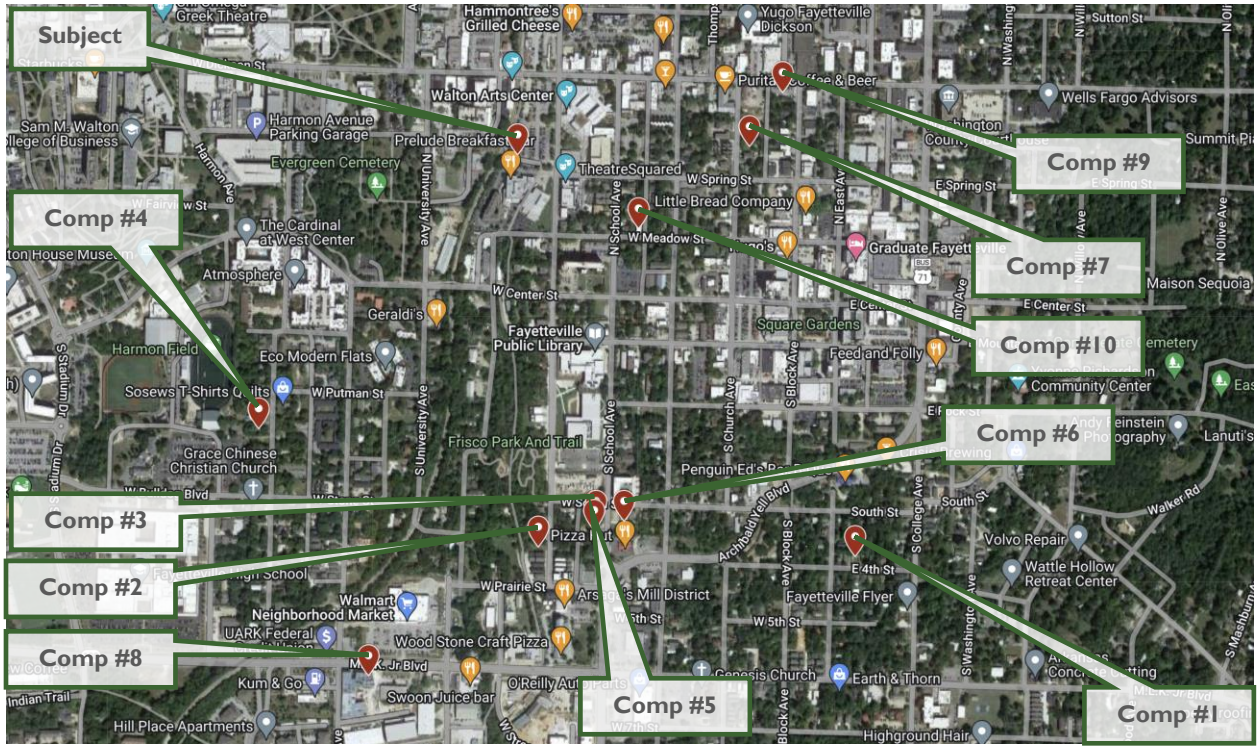
- ***Reconcile the various value indicators*** *produced from the analysis of comparable into a value indication from the sales comparison approach. A value can be expressed as a single point estimate, as a range of values, or in terms of a relationship (e.g., more or less than a given amount).*

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26 Appraisal Institute. (2020). The Appraisal of Real Estate (15th ed.). Chicago, IL: Page 351.
27 Appraisal Institute. (2020). The Appraisal of Real Estate (15th ed.). Chicago, IL: Page 355.

Land Value, continued

The Sales Comparison Approach is the most common and preferred method of land valuation when adequate comparable sales are available.



COMPARABLE LAND SALES MAP

Downtown vacant land in and around the CBD and entertainment district is rare. Most development sites are redevelopments of existing structures. We include the best sales available throughout the downtown area, but they consist of a variety of zoning and uses. Adjustments will be applied to account for differences.

Land Value, continued

LAND COMPARABLE #1

Comparable Property Sale

Vacant Land	18 E 4th St	Fayetteville	AR	72701

Physical Characteristics

County Parcel	765-07012-000			
Property Type	Vacant Land			
Property Sub Type	Dev Potential			
Planned Use	Unknown			
Zoning	NC; Neighborhood Conservation			
Land Area	0.16	Acres		
Land Area	6,970	SqFt		
Front Feet		'		
Flood Status	Zone X			
Traffic Counts	N/A	VPD		
			Utilities	All Utilities Available



Sale Details

Closed/Listing/Pending	Recorded		Fee Simple/Leased Fee	Fee Simple
Sale Date	5/23/22			
Sale Price	$ 175,000	$/SqFt	MLS #	1215541
Price/Acre	$ 1,093,750.00	$ 25.11		
Asking Price	$ 185,900			
Sale to List	94%			
DOM	40			
Price Adjustment	$ -			
Adjusted Price	$ -	$/SqFt		
Adj Price / Acre	$ -	$ -		
Previous Sale Date	N/A	0.0	Yrs since sale	Price Change/Year
Previous Sale Price	N/A	$ -	Price Change	0.0%



Buyer & Seller

Recorded Buyer	Stephen Charles & Katie Diane Day	Recorded Seller	John J & Jessica L Felty
True Buyer	Stephen Charles & Katie Diane Day	True Seller	John J & Jessica L Felty
Contact		Contact	

Comments and Verification

Source: County Records and MLS report similar details for the property and sale.
We verified and compliled the most reliable details from each source.
Attempted to reach buyer but was unsuccessful.
Great location in South Fayetteville just blocks to many amenities and town square. Level lot in growing area. Lot is nestled in established neighborhood with new and quaint older homes. Development opportunity.

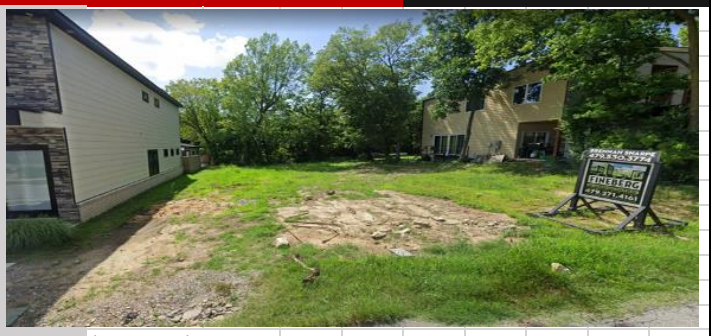
LAND COMPARABLE #2

Comparable Property Sale

Downtown Land	**357 S West Ave**	**Fayetteville**	**AR**	**72701**

Physical Characteristics

County Parcel	765-05530-000			
Property Type	Vacant Land			
Property Sub Type	Downtown Land			
Planned Use	Unknown			
Zoning	DG; Downtown Genteral			
Land Area	0.12	Acres		
Land Area	5,227	SqFt		
Flood Status	Zone X			
Traffic Counts	N/A			



Utilities All Utilities Available

Sale Details

Closed/Listing/Pending	Recorded			Property Rights	Fee Simple	
Listing Date	3/22/21					
Sale Price	$ 155,000			MLS #	1115245	
Asking Price / Acre	$ 1,291,667	$ 29.65	per SqFt			
Asking Price	$ 155,000			Deed #	2021-00011283	
Sale to List	100%					
DOM						
Adjusted Price	$ -					
Adj Price / Acre	$ -	$ -	per SqFt			
Deed						
Previous Sale Date	N/A	0.0	Yrs since sale		Price Change/Year	
Previous Sale Price	N/A	$ -	Price Change		0.0%	



Buyer & Seller

Recorded Buyer	Chris & April Copeland	Recorded Seller	Next Adventure Enterprises, LLC
True Buyer	Chris & April Copeland	True Seller	Roy Blair
Contact		Contact	

Comments and Verification

Source: MLS and County Records report similar details for the property and sale.

We verified and compliled the most reliable details from each source.

Attemtped to reach buyer but was unsuccessful

Flat & Level Lot, Development Potential, Backs up to Fayetteville Trail System, Two blocks off S School/ Downtown General Zoning, Minutes from Fayetteville Square, University of Arkansas, and Dickson Street

Land Value, continued

LAND COMPARABLE #3

Comparable Property Sale

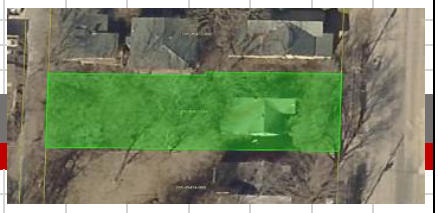
Downtown Land	307 S School Ave	Fayetteville	AR	72701

Physical Characteristics

County Parcel	765-05473-000			
Property Type	Vacant Land			
Property Sub Type	Multifamily Land			
Planned Use	Townhouses			
Zoning	DG; Downtown General			
Land Area	0.16	Acres		
Land Area	6,970	SqFt		
Flood Status	Zone X			
Traffic Counts	3,300			
			Utilities	All Utilitites Available.







Sale Details

Closed/Listing/Pending	Recorded	Property Rights	Fee Simple	
Sale Date	10/12/20			
Sale Price	$ 165,000	MLS #	1147431	
Price / Acre	$ 1,031,250	$ 23.67	per SqFt	
Asking Price	$ 179,500	Deed #	2020-00036829	
Sale to List	92%			
DOM	68			
Adjusted Price	$ 180,000			
Adj Price / Acre	$ 1,125,000	$ 25.83	per SqFt	
Deed				
Previous Sale Date	N/A	0.0 Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ - Price Change	0.0%	

Buyer & Seller

Recorded Buyer	Eric and Katy Siebert	Recorded Seller	Patricia S. Galvez
True Buyer	Eric and Katy Siebert	True Seller	Patricia S. Galvez
Contact		Contact	

Comments and Verification

Source: MLS, Buyer, and Sales Contract report similar details for the property and sale.
Great investment property zoned DG (Downtown General). Build multi-family, shops, church, school, daycare, café, etc.
Sold with old house on property. Adjusted price by cost to have house removed.

Land Value, continued

LAND COMPARABLE #4

Comparable Property Sale

Multi-Family Land	111 S Duncan Ave	Fayetteville	AR	72701

Physical Characteristics

County Parcel	765-14437-000			
Property Type	Vacant Land			
Property Sub Type	Dev Potential			
Planned Use	Unknown			
Zoning	RMF-40; Residential Multi-Family			
Land Area	0.25	Acres		
Land Area	10,890	SqFt		
Flood Status	Zone X			
Traffic Counts	1,700			
			Utilities	All Utilities Availab





Sale Details

Closed/Listing/Pending	Recorded		Property Rights	Fee Simple	
Sale Date	9/16/19				
Sale Price	$ 235,000		MLS #	1118906	
Price / Acre	$ 940,000	$ 21.58 per SqFt			
Asking Price	$ 249,000		Deed #	2019-00028377	
Sale to List	94%				
DOM	80				
Adjusted Price	$ 250,000				
Adj Price / Acre	$ 1,000,000	$ 22.96 per SqFt			
Deed					
Previous Sale Date	N/A	0.0	Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ -	Price Change	0.0%	

Buyer & Seller

Recorded Buyer	Fayetteville School District #1	Recorded Seller	Beverly Norton & Michael Jeffrey Walker
True Buyer	Fayetteville School District #1	True Seller	Beverly Norton & Michael Jeffrey Walker
Contact		Contact	

Comments and Verification

Source: County Records and MLS report similar details for the property and sale.
We verified and compliled the most reliable details from each source.
Attempted to reach buyer but was unsuccessful.
Location, Location, Location! Situated within WALKING distance of the University and Fayetteville High School. Zoned Residential Multi-family - Forty Units per Acre (able to build residential or multi-family). Also being sold as residential, see MLS 1118901.
Property sold with old single-family home sitting on property. Adjsuted price based on cost to have building removed.

Land Value, continued

LAND COMPARABLE #5

Comparable Property Sale

Vacant Land	307 S School Ave	Fayetteville	AR	72701

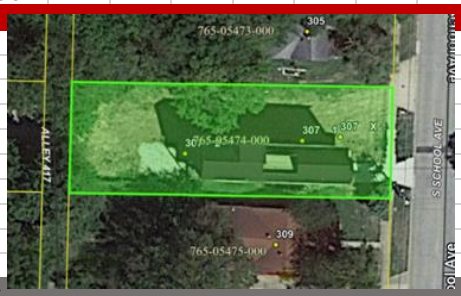
Physical Characteristics

County Parcel	765-05474-000				
Property Type	Vacant Land				
Property Sub Type	Redevelopment of Old Home				
Planned Use	Single-Family Home				
Zoning	DG; Downtown General				
Land Area	0.17	Acres			
Land Area	7,405	SqFt			
Flood Status	Zone X				
Traffic Counts	3,700				
			Utilities	All Utilities Available	



Sale Details

Closed/Listing/Pending	Recorded		Property Rights	Fee Simple	
Sale Date	6/28/19				
Sale Price	$ 170,000		MLS #	1107401	
Price / Acre	$ 1,000,000	$ 22.96 per SqFt			
Asking Price	$ 187,000		Deed #	2019-00019444	
Sale to List	91%				
DOM	121				
Adjusted Price	$ 185,000				
Adj Price / Acre	$ 1,088,235	$ 24.98 per SqFt			
Deed					
Previous Sale Date	N/A	0.0	Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ -	Price Change	0.0%	



Buyer & Seller

Recorded Buyer	Chris Hill	Recorded Seller	Carol Christine Paschal Rosebeary
True Buyer	Chris Hill	True Seller	Carol Christine Paschal Rosebeary
Contact		Contact	

Comments and Verification

Source: County Records and MLS report similar details for the property and sale.
We verified and compliled the most reliable details from each source.
Attempted to reach buyer but was unsuccessful.
Location, Location! Priced at land only and home of no value. This lot is located in the Downtown Master Plan. Home is of no value and is priced for land only. Close to new extension of Fayetteville Public Library. Also the new development on Prairie and West Ave ,Bike Trail and the Arts District. The lot is 50x150 and has an alley in back.
Property sold with old single-family home on it. Adjusted price based on the cost to have home removed.

Land Value, continued

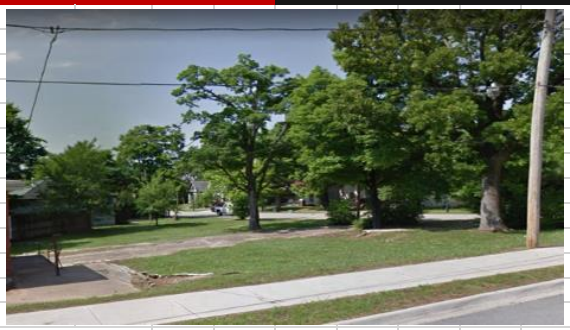
LAND COMPARABLE #6

Comparable Property Sale

Downtown Land	304 S School Ave	Fayetteville	AR	72701

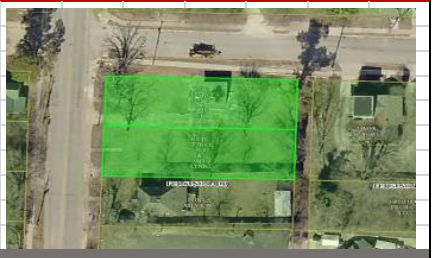
Physical Characteristics

County Parcel	765-05470-000, 765-05471-000			
Property Type	Vacant Land			
Property Sub Type	Downtown Land			
Planned Use	Unknown			
Zoning	DG; Downtown General			
Land Area	0.34	Acres		
Land Area	14,810	SqFt		
Flood Status	Minimal			
Traffic Counts	Slopes away from street			
			Utilities	All Utilties Available



Sale Details

Closed/Listing/Pending	Closed	Recorded		Property Rights	Fee Simple	
Sale Date	4/17/19					
Sale Price	$ 330,000			MLS #	1079534	
Price / Acre	$ 970,588	$ 22.28	per SqFt			
Asking Price	$ 375,000			Deed #	2019-00010798	
Sale to List	88%					
DOM	344					
Adjusted Price	$ 345,000					
Adj Price / Acre	$ 1,014,706	$ 23.29	per SqFt			
Deed						
Previous Sale Date	N/A		0.0	Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ -		Price Change	0.0%	



Buyer & Seller

Recorded Buyer	Jeffrey David & Amy Lynn Rich	Recorded Seller	Victoria G Mayo
True Buyer	Jeffrey David & Amy Lynn Rich	True Seller	Victoria G Mayo
Contact		Contact	

Comments and Verification

Source: MLS and County Records report similar details for the property and sale.
Attempted to reach the buyer but was unsucessful.
Beautiful lot located near downtown Fayetteville. Currently Zoned Downtown General. Many great development opportunities!
Adjusted $15,000 for removal of single family home, not worth anything.

Land Value, continued

LAND COMPARABLE #7

Comparable Property Sale

Downtown Land	212 N Church Ave	Fayetteville	AR	72701

Physical Characteristics

County Parcel	765-01672-001				
Property Type	Vacant Land				
Property Sub Type	Downtown Land				
Planned Use	Unknown				
Zoning	MSC; Main Street Center				
Land Area	0.27	Acres			
Land Area	11,761	SqFt			
Flood Status	Zone X				
Traffic Counts	N/A				
			Utilities	All Utilities Available	



Sale Details

Closed/Listing/Pending	Closed	Recorded	Property Rights	Fee Simple	
Sale Date	12/28/18				
Sale Price	$ 360,000		MLS #	1049455	
Price / Acre	$ 1,333,333	$ 30.61	per SqFt		
Asking Price	$ 475,000		Deed #	2018-00038226	
Sale to List	76%				
DOM	570				
Adjusted Price					
Adj Price / Acre	$ -	$ -	per SqFt		
Deed					
Previous Sale Date	N/A	0.0	Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ -	Price Change	0.0%	



Buyer & Seller

Recorded Buyer	John T Canterbury		Recorded Seller	Mark Zweig, Inc
True Buyer	John T Canterbury		True Seller	Mark Zweig, Inc
Contact			Contact	

Comments and Verification

Source: MLS and County Records report similar details for the property and sale.
Attempted to reach buyer but was unsucessful.
One of the premier lots in the Downtown Fayetteville area located less than a block from Dickson Street and a few blocks from the Downtown Square and the Fayetteville Public Library. Approximately .27 acre flat lot with alley access for a rear garage and ready for the perfect custom home.

Land Value, continued

LAND COMPARABLE #8

Comparable Property Sale

Commercial Land	641 MLK Jr Blvd	Fayetteville	AR	72701

HCA HOLLAND COMMERCIAL APPRAISALS AND VALUATION SERVICES





Physical Characteristics

County Parcel	765-13013-000, 765-13013-001				
Property Type	Vacant Land				
Property Sub Type	Dev Potential				
Planned Use	Arts District				
Zoning	I-1; Heavy Commercial & Light Industrial				
Land Area	0.32	Acres			
Land Area	13,939	SqFt			
Flood Status	Zone X				
Traffic Counts	25,000				
			Utilities	All Utilities Available	

Sale Details

Closed/Listing/Pending	Recorded		Property Rights	Fee Simple	
Sale Date	2/28/18				
Sale Price	$ 500,000				
Price / Acre	$ 1,562,500	$ 35.87	per SqFt		
Asking Price			Deed #	2018-00005695	
Sale to List					
DOM					
Adjusted Price	$ 515,000				
Adj Price / Acre	$ 1,609,375	$ 36.95	per SqFt		
Deed					
Previous Sale Date	N/A	0.0	Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ -	Price Change	0.0%	

Buyer & Seller

Recorded Buyer	Board of Trustees of the U of A	Recorded Seller	Eliot H & Jo Ann Kaminsky
True Buyer	Board of Trustees of the U of A	True Seller	Eliot H & Jo Ann Kaminsky
Contact		Contact	

Comments and Verification

Source: County Records

Property sold with old rundown buildings on property which has since been torn down. Adjusted price based on cost to have buildings removed.

Property to be new site of Windgate Studio and Design Center.

LAND COMPARABLE #9

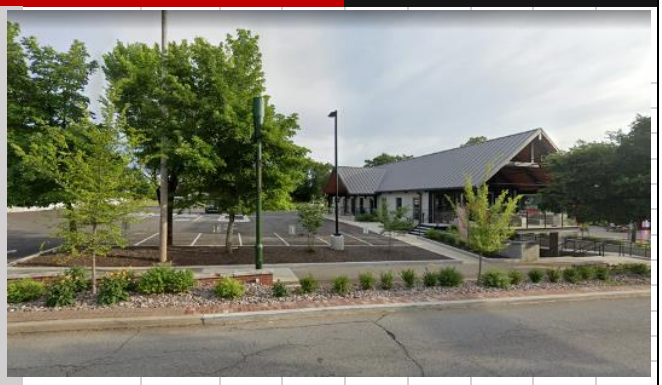
Comparable Property Sale

Vacant Land	299 N Block Ave	Fayetteville	AR	72701

HCA HOLLAND COMMERCIAL APPRAISALS AND VALUATION SERVICES

Physical Characteristics

County Parcel	765-01669-000; 765-01670-000; 765-01668-000; 765-01666-000; 765-01667-000				
Property Type	Vacant Land				
Property Sub Type	Redevelopment				
Planned Use	Retail/Parking				
Zoning	MSC; Main Street Center				
Land Area	1.42	Acres			
Land Area	61,855	SqFt			
Flood Status	Zone X				
Traffic Counts	7,600				
			Utilities	All Utilities Available	



Sale Details

Closed/Listing/Pending	Recorded		Property Rights	Fee Simple	
Sale Date	6/23/17				
Sale Price	$ 4,400,000		MLS #	1041772	
Price / Acre	$ 3,098,592	$ 71.13 per SqFt			
Asking Price			Deed #	2017-00019901	
Sale to List					
DOM	101				
Adjusted Price	$ 4,415,000				
Adj Price / Acre	$ 3,109,155	$ 71.38 per SqFt			
Deed					
Previous Sale Date	N/A	0.0	Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ -	Price Change	0.0%	



Buyer & Seller

Recorded Buyer	151 Dickson Development, LLC	Recorded Seller	Collier Diversification Specialties, LLC
True Buyer	151 Dickson Development, LLC	True Seller	C. Mel Collier
Contact		Contact	

Comments and Verification

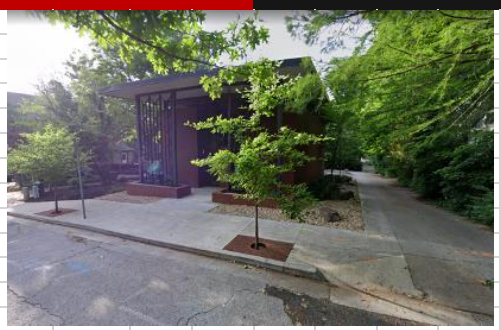
Source: County Records, Appraiser, and MLS report similar details for the property and sale.
We verified and compliled the most reliable details from each source.
Attempted to reach buyer but was unsuccessful.
Property has +/-324 Ft of frontage on Dickson St.
This land sold with a former office building (building shell) that has no contributory value and a paved parking area. Adjusted price based on cost to have building removed. Building was gutted and remodeled into a retail store.

Land Value, continued

LAND COMPARABLE #10

Comparable Property Sale

Vacant Land	322 W Meadow St	Fayetteville	AR	72701





Physical Characteristics

County Parcel	765-01770-000		
Property Type	Vacant Land		
Property Sub Type	Dev Potential		
Planned Use	Broadcast Facility		
Zoning	DG; Downtown General		
Land Area	0.14	Acres	
Land Area	6,098	SqFt	
Flood Status	Zone X		
Traffic Counts	N/A		
Utilities	All Utilities Available		

Sale Details

Closed/Listing/Pending	Recorded		Property Rights	Fee Simple	
Sale Date	5/15/17				
Sale Price	$ 225,000		MLS #	1047994	
Price / Acre	$ 1,607,143	$ 36.89 per SqFt			
Asking Price	$ 225,000		Deed #	2017-00015559	
Sale to List	100%				
DOM	1				
Adjusted Price	$ -				
Adj Price / Acre	$ -	$ - per SqFt			
Deed					
Previous Sale Date	N/A	0.0	Yrs since sale	Price Change/Year	
Previous Sale Price	N/A	$ -	Price Change	0.0%	

Buyer & Seller

Recorded Buyer	Jane Hunt Meade		Recorded Seller	David Lee & Ronda Lynn Chuoke
True Buyer	Jane Hunt Meade		True Seller	David Lee & Ronda Lynn Chuoke
Contact			Contact	

Comments and Verification

Source: County Records and MLS report similar details for the property and sale.
We verified and compliled the most reliable details from each source.
Attempted to reach buyer but was unsuccessful.
Sold Before Print
Broadcast studio now sits on this propety, was constructed in 2019.

Land Value, continued

Adjustments to Comparable Sales are: *Mathematical changes made to market data to facilitate comparison or understanding. When dollar adjustments are used, individual differences between comparable properties and the subject property are expressed in terms of plus or minus dollar amounts. With percentage adjustments, individual differences are reflected in plus or minus percentage differentials.*[28]

Due to the uncommon subject characteristics of downtown land in the center of the fully built-up entertainment district, no perfect data or matched-pairs were available, so we use qualitative adjustment. We judge the properties on a scale of poor; fair; average; good; excellent, and we apply a 5% adjustment to each level of disparity, based on the range displayed by the comparable set. It is a method of relative adjustment used by our peers and approved by the Appraisal Institute. This method has proven, over time, to reach reasonable market-guided results, given proper selection and verification of the comps and using the appraisers' experience in the local market.

The goal is not to reach perfect adjusted price points for each property but to account for qualitative differences and narrow the resulting range of prices to a range that offers a reliable and credible value indication. Therefore, the comparable selection and weighting will be as important to the final valuation as adjustments.

Adjustment grid to follow:

28 Appraisal Institute. (2015). The Dictionary of Real Estate Appraisal (6th ed.). Chicago, IL: Author. 4-5.

Land Value, continued

LAND COMPARABLE SALES ADJUSTMENT GRID:

Element of Comparison	Subject	Comp #1	Comp #2	Comp #3	Comp #4	Comp #5
Sale Price		$ 175,000	$ 155,000	$ 180,000	$ 250,000	$ 185,000
Real Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		$ -	$ -	$ -	$ -	$ -
Adjusted Sales Price		$ 175,000	$ 155,000	$ 180,000	$ 250,000	$ 185,000
Conditions		Typical	Typical	Typical	Typical	Typical
Adjustment		$ -	$ -	$ -	$ -	$ -
Adjusted Sale Price		$ 175,000	$ 155,000	$ 180,000	$ 250,000	$ 185,000
Financing		Typical	Typical	Typical	Typical	Typical
Adjustment		$ -	$ -	$ -	$ -	$ -
Adjusted Price		$ 175,000	$ 155,000	$ 180,000	$ 250,000	$ 185,000
Size (SqFt)	21,927	6,970	5,227	6,970	10,890	7,405
Adjusted Price	$ / SqFt	$ 25.11	$ 29.65	$ 25.82	$ 22.96	$ 24.98
Market Conditions (Time)	1/26/23	5/23/2022	3/22/2021	10/12/2020	9/16/2019	6/28/2019
Elasped time	(Years)	0.68	1.85	2.29	3.36	3.58
Adjustment	5%		$ 2.74	$ 2.96	$ 3.86	$ 4.48
Adjusted Price	$ / SqFt	$ 25.11	$ 32.40	$ 28.78	$ 26.82	$ 29.46
Location	Excellent	Inferior	Inferior	Inferior	Inferior	Inferior
Adjustment		30%	25%	20%	25%	20%
Frontage / Visibility	Good	Inferior	Inferior	Inferior	Inferior	Inferior
Adjustment		25%	20%	15%	20%	15%
Zoning	MSC	Inferior	Inferior	Inferior	Inferior	Inferior
Adjustment	7 stories	25%	10%	10%	15%	10%
Net Adjustments		80%	55%	45%	60%	45%
Final Adjusted Price	$ / SqFt	$ 45.19	$ 50.21	$ 41.73	$ 42.91	$ 42.72

Element of Comparison	Subject	Comp #6	Comp #7	Comp #8	Comp #9	Comp #10
Sale Price		$ 345,000	$ 360,000	$ 515,000	$ 4,415,000	$ 225,000
Real Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		$ -	$ -	$ -	$ -	$ -
Adjusted Sales Price		$ 345,000	$ 360,000	$ 515,000	$ 4,415,000	$ 225,000
Conditions		Typical	Typical	Typical	Typical	Typical
Adjustment		$ -	$ -	$ -	$ -	$ -
Adjusted Sale Price		$ 345,000	$ 360,000	$ 515,000	$ 4,415,000	$ 225,000
Financing		Typical	Typical	Typical	Typical	Typical
Adjustment		$ -	$ -	$ -	$ -	$ -
Adjusted Price		$ 345,000	$ 360,000	$ 515,000	$ 4,415,000	$ 225,000
Size (SqFt)	21,927	14,810	11,761	13,939	61,855	6,098
Adjusted Price	$ / SqFt	$ 23.30	$ 30.61	$ 36.95	$ 71.38	$ 36.90
Market Conditions (Time)	1/26/23	4/17/2019	12/28/2018	2/28/2018	6/23/2017	5/15/2017
Elasped time	(Years)	3.78	4.08	4.91	5.60	5.70
Adjustment	5%	$ 4.40	$ 6.25	$ 9.07	$ 19.98	$ 10.52
Adjusted Price	$ / SqFt	$ 27.70	$ 36.86	$ 46.02	$ 91.35	$ 47.42
Location	Excellent	Inferior	Inferior	Inferior	Similar	Inferior
Adjustment		20%	15%	10%		10%
Frontage / Visibility	Good	Inferior	Inferior	Superior	Superior	Inferior
Adjustment		10%	15%	-5%	-25%	15%
Zoning	MSC	Inferior	Similar	Similar	Similar	Inferior
Adjustment	7 stories	10%				10%
Net Adjustments		40%	30%	5%	-25%	35%
Final Adjusted Price	$ / SqFt	$ 38.78	$ 47.91	$ 48.32	$ 68.51	$ 64.02

Land Value, continued

Property Rights: In all cases, an estate equivalent to the fee simple estate was conveyed. In this portion of the analysis, the value indication sought is the market value of the fee simple estate of the land. Thus, no adjustments are required.

Conditions of Sale: In all sales, conditions were considered similar, therefore no adjustment was required.

Financing: All sale prices are considered to represent cash or cash equivalent sale prices and no adjustments are typically required.

Expenses Immediately Following Sale: One consideration that must be taken into account when developing a sales comparison approach are expenses immediately following sale. The principle behind this being the purchaser knew prior to the consummation of sale said expenses would have to be exerted and thus the grantee took this into account in the purchase price. These expenditures are typically figured into the sale price and explained in the comp sheet.

Market Conditions (Time) Adjustment: Overall, the land market in NWA has steadily appreciated since 2017. We use an appreciation rate of **5%** per year based on MLS average price changes.

Location: The subject is a very rare location in the middle of the entertainment district. Even among downtown properties, this is a superior location amongst large draws like Walton Arts Center, Theater Squared and several bars and restaurants. All of the Comps, except Comp #9 are less centrally located in the Downtown/Dickson St area making them inferior when compared to the central location of the subject. We made the necessary qualitative adjustments to all other comps.

Frontage/Visibility/Access: Similarly, virtually all of the comps have lower traffic counts and less foot traffic making them inferior when compared to that of the subject. Only Comps #8 and #9 are superior by comparison, due to the high traffic counts along MLK and the corner location and access of Comp #9. We made the necessary qualitative adjustments.

Zoning: The subject is zoned MSC; Main Street Center. All of the comps have some potential crossover or substitute uses with the subject. Comp #1 and Comp #4 are zoned for residential and multi-family uses making them inferior. We made the necessary qualitative adjustments. The subject's zoning allows for structures of up to 7-stores to be constructed, which also makes it superior to most other downtown zoning. All but Comps #9, #8, and #7 have more restrictive zoning requirements.

Land Value, continued

(Other Comparisons: Utilities: No adjustments were necessary. All properties have typical city utilities. **Topography / Flood:** For the most part, the subject and comps have similar topography. No adjustments were needed. **Size Adjustment:** The comps display no size discount for downtown land in this size range.)

CONCLUSION:

We weight the sales based on the most similar location, zoning and overall potential use.

Value Indicated by Weighted Average Analysis			
Comp	$ / SqFt	% Weighting	Value Contribution
Comp #1	$ 45.19	5%	$2.26
Comp #2	$ 50.21	10%	$5.02
Comp #3	$ 41.73	5%	$2.09
Comp #4	$ 42.91	5%	$2.15
Comp #5	$ 42.72	5%	$2.14
Comp #6	$ 38.78	10%	$3.88
Comp #7	$ 47.91	15%	$7.19
Comp #8	$ 48.32	15%	$7.25
Comp #9	$ 68.51	25%	$17.13
Comp #10	$ 64.02	5%	$3.20
		100%	$52.29

Tract A:

Size	$ / SqFt	Value
21,927	$52.29	$ 1,146,604
	Tract A Value (Rounded)	$ 1,150,000

Tract B: According to the city client, permanent structures will be restricted on this land. Tracts of other sites in Northwest Arkansas with similar restrictions sold at discounts from 50% to 75%; therefore, we adjust the market price accordingly. (A comparison to local land leases indicates the minimal discount to be the most appropriate for the subject location and potential as a food truck or other similar use site.)

Size	$ / SqFt	Value
2,196	$52.29	$ 114,833
		$ 115,000
	Estimated Limited Use Adjustment	-50%
	Tract B Value (Rounded)	$ 57,500

Land Value, continued

Tract E: The following value is based on the size quoted by the city with only general locational details. If some portion of the subject proposed trail lies within city-owned land or easements, the land value would not necessarily be impacted but the expected compensation due to the trail easement could be lessened. The city further indicated that parking changes or loss of parking would be part of a separate negotiation; therefore, we did not consider any parking effects although they appear substantial. Given that these would be our primary concerns about the specific location of the trail, we valued the trail based on the size provided and the general locational characteristics. We did not specifically estimate compensation or damages. We did consider easement value versus fee simple value. Considering the high usage of the trail and the full-time surface usage along with the permanent trail improvements, the easement effectively restricts any use by the landowner; therefore, the loss of value due to the permanent easement is equivalent to the fee simple market value.

Size	$ / SqFt	Value
5,220	$52.29	$ 272,964
	Tract E Value (Rounded)	$ 270,000

Assumptions / Limiting Conditions

1. *Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. HCA is not aware of any title defects, nor has it been advised of any unless such is specifically noted in the report. HCA, however, has not examined title and makes no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title have not been reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject's title should be sought from a qualified title company that issues or insures title to real property.*

2. *Unless otherwise specifically noted in the body of this report, it is assumed: that the existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good useful condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. HCA professionals are not engineers and are not competent to judge matters of an engineering nature. HCA has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. Unless otherwise specifically noted in the body of the report: no problems were brought to the attention of HCA by ownership or management. Structural problems and/or building system problems may not be visually detectable. If negative findings are reported by engineering consultants, HCA reserves the right to amend the appraisal conclusions reported herein.*

3. *Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property was not observed by the appraisers. HCA. has no knowledge of the existence of such materials on or in the property. HCA., however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. We have inspected, as thoroughly as possible by observation, the land; however, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specifically considered in the appraisal.*

4. *All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the report*

unless otherwise stated. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a workmanlike manner according to standard practices based upon the information submitted to HCA. This report may be subject to amendment upon re-inspection of the subject subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.

5. *It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise specifically noted in the appraisal report. Unless otherwise specifically noted in the appraisal report, HCA. has no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, HCA. reserves the right to amend conclusions reported if made aware of any such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify HCA. of any questions or errors.*

6. *The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, HCA will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject.*

7. *HCA assumes no private deed restrictions limit the use of the subject.*

8. *Unless otherwise noted in the body of the report, it is assumed that there are no mineral deposit or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.*

9. *HCA. is not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.*

10. *The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.*

11. *Any cash flows included in the analysis are forecasts of estimated future operating characteristics are predicated on the information and assumptions contained within the report. Any projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. HCA does not warrant these forecasts will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of HCA.*

12. *Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation of HCA to buy, sell, or hold the properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.*

13. *Also, unless otherwise noted in the body of this report, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.*

14. *This study may not be duplicated in whole or in part without the specific written consent of HCA nor may this report or copies hereof be transmitted to third parties without said consent, which consent HCA reserves the right to deny. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without the express written consent of HCA which consent HCA reserves the right to deny. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a "sale" or "offer for sale" of any "security", as such terms are defined and used in the Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. HCA shall have no accountability or responsibility to any such third party.*

15. *Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.*

16. *The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.*

17. *The maps, plats, sketches, graphs, photographs and exhibits included in this report are for illustration purposes only and are to be utilized only to assist in visualizing matters discussed within this report. Except*

as specifically stated, data relative to size or area of the subject and comparable properties has been obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report

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18. *No opinion is intended to be expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis has been made known to HCA unless otherwise stated within the body of this report. If the Consultant has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. HCA assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance.*

19. *Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions. Neither the Appraiser nor HCA. assumes responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.*

20. *HCA assumes that the subject analyzed herein will be under prudent and competent management and ownership; neither inefficient or super-efficient.*

21. *It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.*

22. *No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed to be correct. It is further assumed that no encroachments to the realty exist.*

23. *The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, HCA. has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect on the value estimated herein. Since HCA. has no specific information relating to this issue, nor is HCA qualified to make such an assessment, the effect of any possible non-compliance with the requirements of the ADA was not considered in estimating the value of the subject.*

24. *Client shall not indemnify Appraiser or hold Appraiser harmless unless and only to the extent that the Client misrepresents, distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client approximately result in damage to Appraiser. Notwithstanding the foregoing, Appraiser shall*

have no obligation under this Section with respect to any loss that is caused solely by the active negligence or willful misconduct of a Client and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Appraiser. Client shall indemnify and hold Appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover, from the other, reasonable attorney fees and costs.

Addenda

PARENT PARCELS

Address: N West Ave, Fayetteville, Arkansas 72701

Legal Description:

Tracts 1 & 2 (Parcel #'s 765-01743-003 & 765-01743-002)

Part of Block 7 of the Original Town Plat of the City of Fayetteville, Washington County, Arkansas, and portion of West Spring Street vacated by Ordinance No. 1513 and being more particularly described as follows, to-wit: Beginning at a point South 89 degrees 50 minutes 30 seconds West 146.43 feet from the Southeast corner of said Block 7, thence North 00 degrees 09 minutes 30 seconds West 80.00 feet, thence South 89 degrees 50 minutes 30 seconds West 129.58 feet, thence South 24 degrees 05 minutes 44 seconds West 39.07 feet, thence South 25 degrees 41 minutes 44 seconds West 49.32 feet to the South line of Block 7, thence South 89 degrees 50 minutes 30 seconds West 17.72 feet along said South line to the Southwest corner of Block 7, thence South 00 degrees 09 minutes 30 seconds East 50.00 feet, thence North 89 degrees 50 minutes 30 seconds East 184.86 feet, thence North 00 degrees 09 minutes 30 seconds West 50.00 feet to the point of beginning, containing 0.48 acres, more or less.

A part of Block 7 of the Original Town Plat of the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Beginning at the Southeast corner of said Block 7, thence North 0 degrees 37 minutes 45 seconds West 261.71 feet, thence South 89 degrees 50 minutes 30 seconds West 125.00 feet, thence North 0 degrees 37 minutes 45 seconds West 11.75 feet, thence South 89 degrees 50 minutes 30 seconds West 52.00 feet, thence South 27 degrees 25 minutes 45 seconds West 150.58 feet, thence South 24 degrees 05 minutes 44 seconds West 65.80 feet, thence North 89 degrees 50 minutes 30 seconds East 129.58 feet, thence South 0 degrees 09 minutes 30 seconds East 80.00 feet, thence North 89 degrees 50 minutes 30 seconds East 146.43 feet to the point of beginning, containing 1.25 acres, more or less.

Tract 3 (Parcel # 765-01743-004)

Part of the Southeast Quarter of the Northwest Quarter of Section Sixteen (16), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, and also a part of Block Seven (7), a part of Block Eight (8), a part of the right-of-way of Spring Street, a part of the vacated portion of Spring Street as per City Ordinance #1513, recorded in Deed Book 689 at Page 242, and a part of the vacated portion of Gregg Avenue as per City Ordinance #1070, recorded in Deed Book 465 at Page 275, all in the original Town (now City) of Fayetteville, Arkansas, as designated upon the original Plat of said Town on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and all being more particularly described as follows, to-wit: Beginning at a point which is North 86°51'59" West 83.92 Feet and North 02°05'12" East 18.00 Feet from the Northeast corner of said Block Eight (8) and running thence South 68°49'49" West 10.49 Feet; thence North 87°05'59" West 236.89 Feet; thence North 02°03'51" West 8.24 Feet; thence North 87°07'17" West 17.00 Feet; thence South 02°05'39" West 24.88 Feet; thence North 87°07'17" West 17.00 Feet; thence North 35°16'57" East 29.94 Feet; thence North 27°57'23" East 55.25 Feet; thence North 68°45'49" East 49.99 Feet; thence North 85°35'44" East 25.43 Feet; thence South 87°12'08" East 60.65 Feet; thence South 69°32'30" East 13.12 Feet; thence South 28°04'16" East 37.15Feet; thence South 87°10'24" East 77.68 Feet; thence South 02°05'12" West 42.45 Feet to the Point of Beginning, containing 0.39 acres, more or less.



PARENT TRACT COUNTY MAP

More Info	Map It	Parcel: 765-01743-002	RPID: 35997	Prev.Parcel:400026-000-00	Type: Ex. Government

Owner:	CITY OF FAYETTEVILLE	Sub:	FAYETTEVILLE ORIGINAL	S-T-R:	16-16-30
Address:	N/A	City:	Fayetteville	Block / Lot:	007 / N/A
Mail Address:	113 W MOUNTAIN ST FAYETTEVILLE, AR 72701	Assessed Value:	0	Acres:	N/A

Legal: PART OF PARKING LOT PT OF BLOCK 7 WEST OF TRACKS 0.68A

More Info	Map It	Parcel: 765-01743-003	RPID: 35998	Prev.Parcel:765-01743-000	Type: Ex. Government

Owner:	CITY OF FAYETTEVILLE	Sub:	FAYETTEVILLE ORIGINAL	S-T-R:	16-16-30
Address:	N/A	City:	Fayetteville	Block / Lot:	007 / N/A
Mail Address:	113 W MOUNTAIN ST FAYETTEVILLE, AR 72701	Assessed Value:	0	Acres:	N/A

Legal: PARKING LOT N WEST AVE PT BLOCK 7 0.13A & PT VACATED WEST SPRING ST

More Info	Map It	Parcel: 765-01743-004	RPID: 96573	Prev.Parcel:765-01743-000, 002 & 003	Type: Comm. Vacant

Owner:	REINDL PROPERTIES INC	Sub:	FAYETTEVILLE ORIGINAL	S-T-R:	16-16-30
Address:	N/A	City:	Fayetteville	Block / Lot:	008 / N/A
Mail Address:	509 W SPRING ST STE 460 FAYETTEVILLE, AR 72703	Assessed Value:	13,860	Acres:	N/A

Legal: PT BLK 8 & PT BLK 7 PT SPRING ST RIGHT-OF-WAY 0.39A FURTHER DESCRIBED FROM 2019-6302 AS: Part of the Southeast Quarter of the Northwest Quarter of Section Sixteen (16), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, and also a part of Block Seven (7), a part of Block Eight (8), a part of the right-of-way of Spring Street, a part of the vacated portion of Spring Street as per City Ordinance #1513, recorded in Deed Book 689 at Page 242, and a part of the vacated portion of Gregg Avenue as per City Ordinance #1070, recorded in Deed Book 465 at Page 275, all in the original Town (now City) of Fayetteville, Arkansas, as designated upon the original Plat of said Town on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and all being more particularly described as follows, to-wit: Beginning at a point which is North 86°51'59" West 83.92 Feet and North 02°05'12" East 18.00 Feet from the Northeast corner of said Block Eight (8) and running thence South 68°49'49" West 10.49 Feet; thence North 87°05'59" West 236.89 Feet; thence North 02°03'51" West 8.24 Feet; thence North 87°07'17" West 17.00 Feet; thence South 02°05'39" West 24.88 Feet; thence North 87°07'17" West 17.00 Feet; thence North 35°16'57" East 29.94 Feet; thence North 27°57'23" East 55.25 Feet; thence North 68°45'49" East 49.99 Feet; thence North 85°35'44" East 25.43 Feet; thence South 87°12'08" East 60.65 Feet; thence South 69°32'30" East 13.12 Feet; thence South 28°04'16" East 37.15Feet; thence South 87°10'24" East 77.68 Feet; thence South 02°05'12" West 42.45 Feet to the Point of Beginning, containing 0.39 acres, more or less.

PARENT TRACT COUNTY PARCELS

The legal description was taken from county records, and no current ALTA survey was available. We assume the legal description is accurate, but it should not be utilized outside of this report. The conclusions contained in this report are contingent upon the results of a current and accurate ALTA survey.

Qualifications

ZACH J. HOLLAND

Certified General Appraiser

HCA Principal Commercial Appraiser
PO Box 701
Gentry, AR 72734
479-276-2149 Direct/Mobile
holland@hollandcommercialappraisals.com

EDUCATION

University of Arkansas - Walton College of Business *Fayetteville, AR*
BSBA International Economics and Business - Graduated 2001

Advanced Appraisal Education: AI Advanced Market Analysis and Highest & Best Use; AI Quantitative Analysis; AI Adv Income Capitalization; AI Appraisal Mathematics, Finance, & Statistics; AI Analyzing Tenant Credit Risk - Commercial Lease Analysis; AI Adv Spreadsheet Modeling; AI Adv Concepts and Case Studies; AI Income Capitalization; AI Report Writing and Case Studies; AI Practical Regression for MS Excel; AI Specialized Experience Full Credit; AI Case Studies in Complex Valuation; AI Examining Prop Rights and Implications in Valuation; AI General Review Theory; IRWA Course 403 Easement Valuation

Study Abroad - Benemerita Universidad Autonoma de Puebla *Puebla, Mexico* - Summer 2001

RELATED EXPERIENCE

CERTIFIED GENERAL APPRAISER (**AR CG 2911, OK 13094CGA**)

Current
HOLLAND COMMERCIAL APPRAISALS *Fayetteville, AR*

February 2006 to December 2017
FERSTL VALUATION SERVICES *Little Rock and Fayetteville, AR*

Trained and performed appraisals throughout central US multi-state region including office buildings, light-industrial facilities, hotels, medical facilities, retail centers, specialty properties, subdivisions, vacant land, residential properties, etc.

OFFICE MANAGER

April 2004 to June 2005
CROMWELL ARCHITECTS/ENGINEERS *Fayetteville, AR*

Generated and logged client correspondence, payment applications, Statement of Qualifications letters, hardware submittals, etc. Measured buildings for feasibility studies.

ADMINISTRATIVE ASSISTANT

June 1999 to June 2000
LINDSEY & ASSOCIATES REALTY *Fayetteville, AR*

OTHER

Zach Holland, Appraisal Institute, Candidate for Designation
REALTOR, Northwest AR Board of Realtors
Provided EXPERT TESTIMONY in federal court.

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attest That

ZACH J. HOLLAND

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all the requirements of Arkansas Code Annotated, Section § 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

JUNE 29, 2010
Date Issued

CG2911
Certificate Number

Chairman, AAL & CB

ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
Zachary Holland

License #: CG 2911

has complied with the requirements of Arkansas Code Section 17-14-201 et seq.; and is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2023
Expiration Date

Chairman

DALLAS J. BARTHOLOMEW

Registered Apprentice
HCA Commercial Appraiser
PO Box 1501
Fayetteville, AR 72702
479-387-4550 Direct/Mobile
dallas@hollandcommercialappraisals.com

EDUCATION

University of Arkansas – College of Education and Health Professions *Fayetteville, AR*
B.S. Kinesiology - Graduated 2013

Appraisal Education: Basic Appraisal Procedures, Basic Appraisal Principals, Appraisal Institute General Appraiser Income Approach/Part 1, Uniform Standards of Professional Practice 15-hr QE Course, Uniform Standards of Professional Practice 7-hr Update QE Course, Analyzing Operating Expenses CE, Using Your HP12C Financial Calculator CE

RELATED EXPERIENCE

REGISTERED APPRENTICE **(AR RA 4412)**

Current (May 1, 2017 to Present)
HOLLAND COMMERCIAL APPRAISALS *Fayetteville, AR*

Perform appraisals throughout the Northwest and Central Arkansas region including office buildings, light-industrial facilities, retail centers, vacant land, residential properties, etc.

Dallas Bartholomew, RA 4412, is a Registered Apprentice with the State of Arkansas. He has appraised and assisted in the appraisal of many property types throughout central and northwest Arkansas, including income-producing residences, condemnations, commercial land, industrial land, residential land, warehouses, mini-storage warehouses, warehouse-offices, professional offices, medical offices, ranches-farms, religious facilities, event centers, bowling alleys, car washes, neighborhood shopping centers, retail-warehouses, and retail stores.

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attest That

Dallas J Bartholomew

On this date was certified as a

REGISTERED APPRENTICE APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all requirements of Arkansas Code Annotated, Section §17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

12/16/2019
(Issued Date)

Cary C. Matthews
Chairman, AAL & CB

RA-4412
(Registration Number)

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
This is to certify that Dallas Bartholomew

License #: RA 4412

has complied with the requirements of Arkansas Code Section §17-14-201 et seq,; and is the holder of a valid certificate.
This card is for identification purposes only.

12/31/2022
Expiration Date

Randy Minton
Chairman

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD

This is to certify that
Dallas Bartholomew

License #: RA 4412

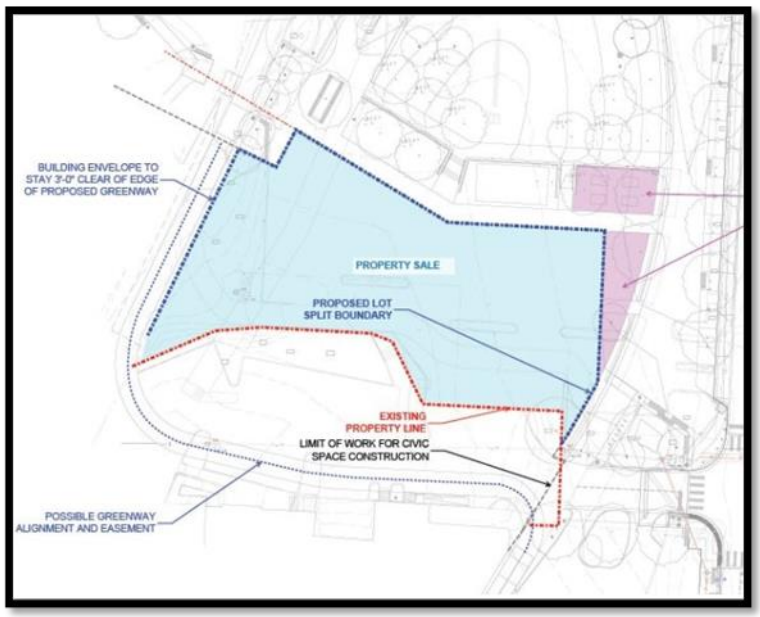
has complied with the requirements of Arkansas Code Section §17-14-201 et seq,; and is the holder of a valid certificate.
This card is for identification purposes only.

12/31/2023

Expiration Date

Chairman

Ferstl
VALUATION SERVICES



APPRAISAL REPORT

COMMERCIAL LAND
N West Avenue
Fayetteville, Arkansas 72701

Effective Date: February 10, 2023
Inspection Date: February 10, 2023
Date of Report: March 6, 2023

PREPARED FOR:
City of Fayetteville
Mr. Waylon Abernathy
Director of Bond Projects and Facilities
115 S Church Avenue
Fayetteville, Arkansas 72701

FERSTL VALUATION SERVICES
5905 Forest Place, Suite 100
Little Rock, Arkansas 72207
Internal File No: 12664

www.ferstlvaluationservices.com

FERSTL VALUATION SERVICES
5905 Forest Place, Suite 100
Little Rock, AR 72207
+1 (501) 375-1439

March 6, 2023

City of Fayetteville
Mr. Waylon Abernathy
Director of Bond Projects and Facilities
115 S Church Avenue
Fayetteville, Arkansas 72701

RE: Commercial Land
N West Avenue
Fayetteville, Arkansas 72701

Mr. Abernathy:

Ferstl Valuation Services is proud to present the attached appraisal report that satisfies the agreed upon scope of work with City of Fayetteville. There are three tracts of land included in this analysis. These properties are located west of N West Avenue, south of Dickson Street, and north of Metro District. These tracts are described as Tract A, Tract B, and Tract C for this analysis. Tract A includes approximately 21,927 square feet; Tract B includes approximately 1,110 square feet; Tract C includes 16,988 square feet. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. Site sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. The property is within Census Tract No. 05-143-011302.

The purpose of this appraisal report is to develop an estimate of site value for three different tracts of land. Three properties are valued in this analysis and labeled Tract A, Tract B, and Tract C. This analysis provides a conclusion of market value for Tract A and Tract B. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. A conclusion of market value is developed for Tract C "before" and "after" the greenway easement affects the site. Consequently, three value conclusions are developed. This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP), and the appraisal request of the client. City of Fayetteville is the only intended user of this report. No third parties are authorized to rely on this appraisal report without the express written consent of Ferstl Valuation Services.

Brad Tharp, MAI, SRA, J.T. Ferstl, J.D., MAI, and Stephen Tharp have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. This assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a summarized level of analysis.

This analysis is based upon market indicated data, trends, and values as of the date of this report. The appraisers cannot anticipate unforeseen future market variations and or a change including new competitive properties in the marketing area. The appraisers signing this appraisal report have no knowledge concerning the presence or absence of environmental contamination. If such is present, the value of the property may be adversely affected, and a reanalysis at additional cost to estimate the effects of such.

This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan. The following table conveys the final opinions of value developed in this appraisal report. This value is subject to the hypothetical conditions and extraordinary assumptions stated within the appraisal report.

MARKET VALUE CONCLUSION			
VALUATION SCENARIO	**INTEREST APPRAISED**	**DATE**	**VALUE**
Tract A / Tract B Market Value	Fee Simple	February 10, 2023	$1,265,000
Tract C - Acquisition Value	Fee Simple	February 10, 2023	$385,000

If there are any specific questions or concerns regarding the attached Appraisal Report, or if Ferstl Valuation Services can be of additional assistance, please contact our office.

Sincerely,

FERSTL VALUATION SERVICES



Brad Tharp, MAI, SRA
Certified General Appraiser
Arkansas License No. 3734
Expiration Date: 6/30/2023
btharp@ferstlvs.com



J.T. Ferstl, J.D., MAI
Certified General Appraiser
Arkansas License No. 1750
Expiration Date: 6/30/2023
jtferstl@ferstlvs.com



Stephen Tharp, SRA
Certified Residential Appraiser
Arkansas License No. 4331
Expiration Date: 06/30/2023
stharp@ferstlvs.com

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APPRAISER CERTIFICATION

ASSUMPTIONS & LIMITING CONDITIONS

REPORT ADDENDA
Washington County Assessor Records
Property Information
Qualifications of Appraiser

EXECUTIVE SUMMARY

PROPERTY IDENTIFICATION

Name	Commercial Land
Property	Land - Commercial Land
Address	N West Avenue
City, State Zip	Fayetteville, Arkansas 72701
County	Washington County
MSA	Fayetteville-Springdale-Rogers, AR-MO MSA
Market / Submarket	Northwest Arkansas / Downtown Fayetteville
Geocode	36.065022,-94.166167
Census Tract	05-143-011302

SITE DESCRIPTION

Number of Parcels	3							
Parcel Numbers	765-01743-003, 765-01743-002, 765-01743-004							
Property	**Tract A**		**Tract B**		**Tract C - Before**		**Tract C - After**	
Land Area	**Square Feet**	**Acres**	**Square Feet**	**Acres**	**Square Feet**	**Acres**	**Square Feet**	**Acres**
Total	21,927	0.50	1,110	0.03	16,988	0.39	10,000	0.23
Zoning	Main Street Center (MSC)		Main Street Center (MSC)		Main Street Center (MSC)		Main Street Center (MSC)	
Shape	Irregular		Irregular		Irregular		Irregular	
Topography	Level		Level		Level		Level	
Flood Zone	Zone X (Unshaded)		Zone X (Unshaded)		Zone X (Unshaded)		Zone X (Unshaded)	

EASEMENT DESCRIPTION

Property Type	Greenway Easement	
Land Area	Square Feet	Acres
Total	5,520	0.13

QUALITATIVE ANALYSIS

Site Quality	Average
Site Access	Average
Site Exposure	Average
Site Utility	Average

HIGHEST & BEST USE

Proposed Construction	No
As Vacant	Commercial

EXPOSURE & MARKETING TIME

Exposure Time	12 Months or Less
Marketing Time	12 Months or Less

There are three tracts of land included in this analysis. These properties are located west of N West Avenue, south of Dickson Street, and north of Metro District. These tracts are described as Tract A, Tract B, and Tract C for this analysis. Tract A includes approximately 21,927 square feet; Tract B includes approximately 1,110 square feet; Tract C includes 16,988 square feet. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. Site sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. The property is within Census Tract No. 05-143-011302.

The purpose of this appraisal report is to develop an estimate of site value for three different tracts of land. Three properties are valued in this analysis and labeled Tract A, Tract B, and Tract C. This analysis provides a conclusion of market value for Tract A and Tract B. Additionally, a conclusion of market value is developed for Tract C "before" and "after" a greenway easement affects the site. Consequently, three value conclusions are developed. This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP), and the appraisal request of the client. City of Fayetteville is the only intended user of this report. No third parties are authorized to rely on this appraisal report without the express written consent of Ferstl Valuation Services.

MARKET VALUE CONCLUSION

VALUATION SCENARIO	INTEREST APPRAISED	DATE	VALUE
Tract A / Tract B Market Value	Fee Simple	February 10, 2023	$1,265,000
Tract C - Acquisition Value	Fee Simple	February 10, 2023	$385,000

HYPOTHETICAL CONDITIONS

The following hypothetical condition is included in this appraisal report:

- None.

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of the analysis.[1]

EXTRAORDINARY ASSUMPTIONS

The following extraordinary assumptions are included in this appraisal report:

- This analysis assumes the sizes of the tracts used to develop a market value are accurate based on information provided or public records.
- A greenway easement will be located within the property described as Tract C. However, a survey was not provided, and the exact location is unknown. This analysis assumes the location of the easement used in this analysis is correct.
- This analysis assumes the tracts of land in this analysis have adequate ingress/egress.

The use of these extraordinary assumptions may have affected the assignment results.

Extraordinary Assumption: An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.[2]

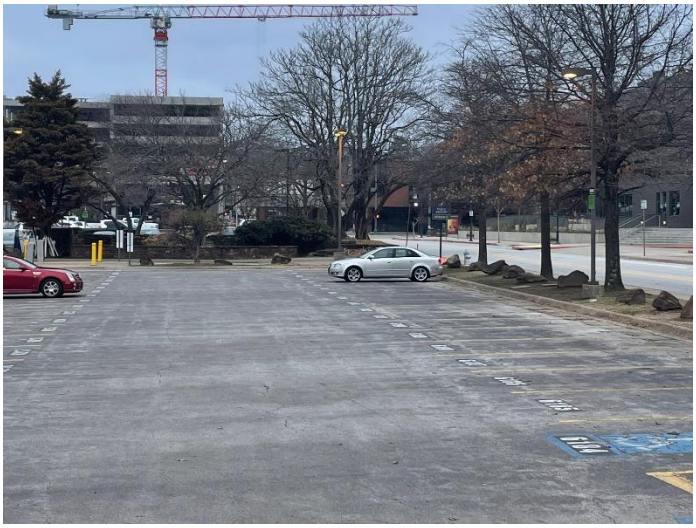
[1] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

[2] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

AERIAL MAP


W Lafayette St
N Arkansas Ave
N Gregg Ave
N West Ave
N Campbell Ave
N Rollston Ave
N Thompson Ave
W Dickson St
SUBJECT
N University Ave
N School Ave
N Shipley Aly
N Locust Ave
W Meadow St
W Center St
S West Ave
NW Arkansas Razorb
W Mountain St
Microsoft Corp | ©Maxar
300ft

SUBJECT PHOTOGRAPHS



Site View



Site View



Site View



Site View



Site View



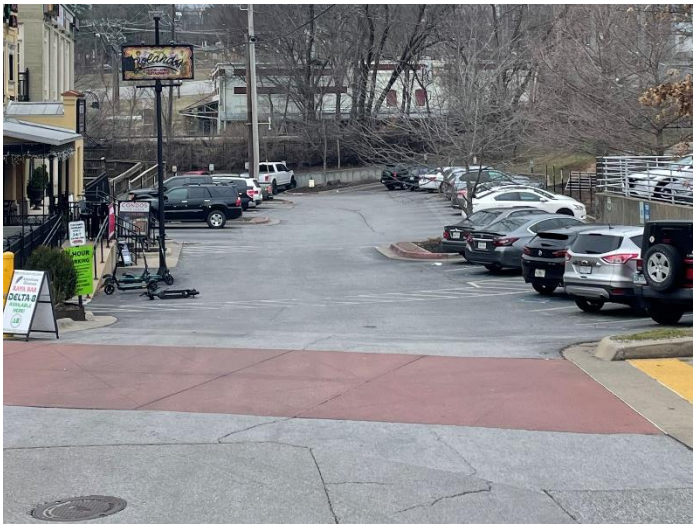
Site View



Site View



Site View



Site View



Site View



Spring Street View



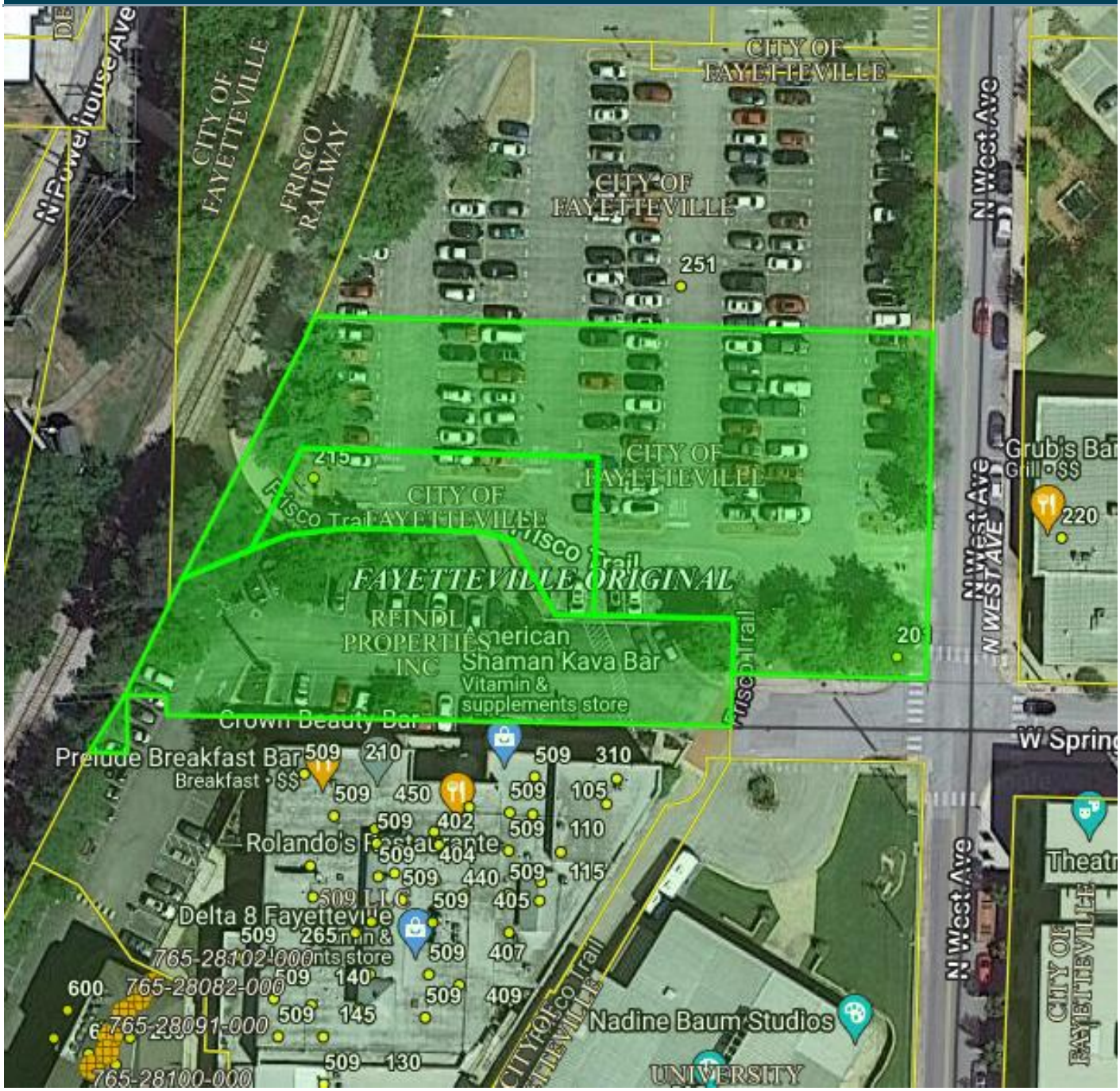
N West Avenue Street View

IDENTIFICATION OF ASSIGNMENT

PROPERTY IDENTIFICATION

There are three tracts of land included in this analysis. These properties are located west of N West Avenue, south of Dickson Street, and north of Metro District. These tracts are described as Tract A, Tract B, and Tract C for this analysis. Tract A includes approximately 21,927 square feet; Tract B includes approximately 1,110 square feet; Tract C includes 16,988 square feet. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. Site sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. These tracts are located within the parcels highlighted below.

PROPERTY LOCATION MAP



CLIENT IDENTIFICATION

The client of this specific appraisal assignment is City of Fayetteville. The Engagement Letter can be found in the Report Addenda.

Client: The party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.[3]

INTENDED USE

The intended use of this appraisal is to assist the client in making internal business decisions related to this asset. No other use is authorized for this appraisal report.

Intended Use: The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.[4]

INTENDED USER

City of Fayetteville is the only intended user of this report. No third parties are authorized to rely on this appraisal report without the express written consent of Ferstl Valuation Services.

Intended User: The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser on the basis of communication with the client at the time of the assignment.[5]

PURPOSE OF APPRAISAL

The purpose of this appraisal report is to develop opinions of the market value (fee simple) for Tract A and Tract B along with a "before" and "after " market value (fee simple) for Tract C. This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP), and the appraisal request of the client.

PROPERTY RIGHTS

The property rights appraised constitute the fee simple interest. The subject property is vacant land.

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.[6]

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.[7]

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[3] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

[4] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

[5] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

[6] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

[7] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[8]

PERSONAL PROPERTY

Personal property is not included in this valuation.

Personal Property: Any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal," such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery, and equipment; and intangible property that is created and stored electronically such as plans for installation art, choreography, emails, or designs for digital tokens.[9]

VALUE SCENARIO

This appraisal report develops opinions of the market value (fee simple) for Tract A and Tract B along with a "before" and "after " market value (fee simple) for Tract C.

As-Is Value: The estimate of the value of real property in its current physical condition, use, and zoning as of the appraisal date.[10]

Retrospective Value: A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."[11]

[8] Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

[9] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

[10] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

[11] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

PROPERTY HISTORY - TRACT A / TRACT B

Tract A and Tract B are currently recorded in the name of City of Fayetteville. There are no sales or transfers for the three years prior to the effective date of this report. It appears these tracts were listed for potential sale. However, the details were not disclosed, and no listing data was found to disclose the details. It appears the City of Fayetteville is interested in working with developers with mutual interest for development of the site. No information was provided in relation to the property being under contract. A title search was not performed as part of this analysis.

PUBLIC RECORD HISTORY 765-01743-002

Parcel: **765-01743-002** ID: **35997**

Washington County Report

Property Owner		Property Information	
Name:	CITY OF FAYETTEVILLE	**Physical Address:**	
Mailing Address:	113 W MOUNTAIN ST FAYETTEVILLE, AR 72701	**Subdivision:**	FAYETTEVILLE ORIGINAL
Type:	(EG) Ex. Government	**Block/Lot:**	007 / --
Over 65 Freeze:	No	**S-T-R:**	16 - 16 - 30
Tax District:	(011) FAYETTEVILLE SCH, FAY		
Size (Acres):			

	🔗	9/27/1989	1340	810	Warr. Deed	0.00	$0	CITY OF FAYETTEVILLE, ARKANSAS		
	🔗	10/9/1986	1196	827	Warr. Deed	58.30	$53,000	MCBRIDE DISTRIBUTING CO INC	Unval.	
		1/1/1985	1196	824	Warr. Deed	0.00	$0	SUGG, JOHM G SR ETAL TRUSTEE		

PUBLIC RECORD HISTORY 765-01743-003

Parcel: **765-01743-003** ID: **35998**

Washington County Report

Property Owner		Property Information	
Name:	CITY OF FAYETTEVILLE	**Physical Address:**	
Mailing Address:	113 W MOUNTAIN ST FAYETTEVILLE, AR 72701	**Subdivision:**	FAYETTEVILLE ORIGINAL
Type:	(EG) Ex. Government	**Block/Lot:**	007 / --
Over 65 Freeze:	No	**S-T-R:**	16 - 16 - 30
Tax District:	(011) FAYETTEVILLE SCH, FAY		
Size (Acres):			

		1/19/1990	1351	302	Warr. Deed	0.00	$0	CITY OF FAYETTEVILLE, ARKANSAS		
		1/1/1985	1351	300	Warr. Deed	66.00	$60,000	SUGG, JOHN G SR; SUGG, ANN W; SUGG	Unval.	

PROPERTY HISTORY - TRACT C

Tract C is currently recorded in the name of Reindl Properties, Inc. There are no sales or transfers for the three years prior to the effective date of this report. To the best of our knowledge, the subject is not under contract and has not been listed for sale in the year prior to the effective date of this appraisal. A title search was not performed as part of this analysis.

PUBLIC RECORD HISTORY 765-01743-004

Parcel: **765-01743-004** ID: **96573**

Washington County Report

Property Owner	
Name:	REINDL PROPERTIES INC
Mailing Address:	509 W SPRING ST STE 460 FAYETTEVILLE, AR 72703
Type:	(CV) Comm. Vacant
Over 65 Freeze:	No
Tax District:	(011) FAYETTEVILLE SCH, FAY
Size (Acres):	

Property Information	
Physical Address:	
Subdivision:	FAYETTEVILLE ORIGINAL
Block/Lot:	008 / --
S-T-R:	16 - 16 - 30

		3/6/2019	2019	6302	Quit Claim			REINDL PROPERTIES INC		Land Only
		12/18/2018	2019	587	Survey			METRO DISTRICT CONDOMINIUMS HPR		Land Only
		11/8/2011	2011	32091	Redem Deed			METRO DISTRICT CONDOMINIUMS HPR		
		7/20/2011	2011	11424	CompLaw			METRO DISTRICT CONDOMINIUMS HPR		
		8/5/2005	2005	53850	Survey			METRO DISTRICT LLC		
		5/23/2005	2005	22872	Warr. Deed	25439.70	$7,709,000	METRO DISTRICT LLC	Additional Properties	Improved
		1/14/2005	2005	2536	Warr. Deed			REINDL PROPERTIES INC		Land Only
		11/1/2004	2004	50264	Survey			REINDL PROPERTIES INC	Inc. Additional Prop.	Land Only

REAL ESTATE TAXES

The subject's assessed values and property taxes as indicated by public record are summarized in the following table.

ASSESSMENT & TAXES

					TAX RATE	57.95
ASSESSOR PARCEL #	LAND	IMPROVEMENTS	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
765-01743-003	-	-	-	-	-	-
765-01743-002	-	-	-	-	-	-
765-01743-004	$69,300	$0	$69,300	$0	$13,860	$803

Source: Washington County Assessment & Taxation

Tract A and Tract B include tax exemptions due to being recorded under the City of Fayetteville as city owned property. Total real estate taxes for Tract C are estimated at $803 annually. Real estate taxes are estimated from the Washington County Assessor website. The land value assigned by the Washington County Assessor is below market value. If the client has concerns, a verification letter from the appropriate authority is recommended.

The Washington County Assessor has valued Tract C at $69,300, which is $4.08 per square foot. Three vacant land properties in the area were analyzed. The Washington County Assessor has valued these nearby tracts of land from $4.28 to $11.48 per square foot. This data indicates that Tract C is taxed similar to comparable properties in the market. Tract A and Tract B are exempt and have not recorded tax information.

TAX COMPARABLES

	COMP 1	COMP 2	COMP 3
Address	Dickson St	N Block Ave	224 N Chruch Ave
City	Fayetteville	Fayetteville	Fayetteville
Taxing Authority	Washington County	Washington County	Washington County
APN	765-01653-000	765-01667-000	765-01670-000
Square Feet	17,507	9,452	16,800
Assessor's Value	$75,000	$48,750	$192,900
Assessor's $/SF	$4.28	$5.16	$11.48
Assessed Total	$15,000	$9,750	$38,580
Assessed $PSF	$0.86	$1.03	$2.30
Millage Rate	57.95	57.95	57.95
Taxes Total	$869	$565	$2,236
Taxes $PSF	$0.05	$0.06	$0.13

EXPOSURE & MARKETING TIME

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent.

EXPOSURE TIME

There are three tracts of land included in this analysis. These properties are located west of N West Avenue, south of Dickson Street, and north of Metro District. These tracts are described as Tract A, Tract B, and Tract C for this analysis. Tract A includes approximately 21,927 square feet; Tract B includes approximately 1,110 square feet; Tract C includes 16,988 square feet. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. Site sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. Considering these factors, a reasonable estimate of exposure time for the subject property is 12 months or less.

Exposure Time: The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.[12]

[12] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, 2022.

The scope of work for this appraisal assignment is outlined below:

- The appraisal analyzes the regional and local retail area profiles including employment, population, household income, and real estate trends. The local area was inspected to consider external influences on the subject.
- The appraisal analyzes legal and physical features of the subject including site size, flood zone, site zoning, easements, encumbrances, site access, and site exposure.
- The appraisal includes a market analysis for improved retail properties using vacancy, absorption, supply, and rent data. Conclusions were drawn for the subject's competitive position given its physical and locational features, current market conditions and external influences.
- The appraisal includes a Highest and Best Use analysis and conclusions have been completed for the highest and best use for these tracts As Vacant. The analysis considered legal, locational, physical, and financial feasibility characteristics of the subject site.
- In selecting applicable approaches to value, the appraisers considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed an as-is market value (fee simple) for Tract A and Tract B along with a "before" and "after " market value (fee simple) for Tract C land value utilizing the Site Valuation.
- The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a summarized level of analysis.
- The authors of this report are aware of the Competency Rule of USPAP and meet the standards.

ASSISTANCE PROVIDED

No one provided real property appraisal assistance to the individuals signing this report.

SUBJECT PROPERTY INSPECTION

PROPERTY INSPECTION				
APPRAISER	**INSPECTED**	**EXTENT**	**DATE**	**ROLE**
Brad Tharp, MAI, SRA	No	N/A	N/A	Appraiser
J.T. Ferstl, J.D., MAI	No	N/A	N/A	Appraiser
Stephen Tharp, SRA	Yes	Site Only	February 10, 2023	Appraiser

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

INFORMATION PROVIDED	
Property Assessment & Tax	Washington County Assessor
Zoning & Land Use Planning	City of Fayetteville Zoning
Site Size	Client
Supply & Demand	CoStar
Flood Map	FEMA
Demographics	STDB On-Line
Comparable Information	MLS | Public Records | Confirmed by Local Agents
Operating Statements	Not Provided
Title Report	Not Provided
Phase I Environmental Report	Not Provided
Lease Documents	Not Provided
Deed	Washington County Assessor

The conclusions in this report are contingent upon the results of a current and accurate ALTA Survey by an engineer that are not in conflict with the information in this report. This appraisal is also subject to the extraordinary assumptions and hypothetical conditions stated on the following pages. The lack of items made available could affect the results of this analysis. As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements or be impacted by adverse environmental conditions.

PRIOR SERVICES

Brad Tharp, MAI, SRA; J.T. Ferstl, J.D., MAI; and Stephen Tharp, SRA have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

HYPOTHETICAL CONDITIONS

The following hypothetical condition is included in this appraisal report:

- None.

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of the analysis.[13]

EXTRAORDINARY ASSUMPTIONS

The following extraordinary assumptions are included in this appraisal report:

- This analysis assumes the sizes of the tracts used to develop a market value are accurate based on information provided or public records.
- A greenway easement will be located within the property described as Tract C. However, a survey was not provided, and the exact location is unknown. This analysis assumes the location of the easement used in this analysis is correct.
- This analysis assumes the tracts of land in this analysis have adequate ingress/egress.

The use of these extraordinary assumptions may have affected the assignment results.

Extraordinary Assumption: An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.[14]

[13] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

[14] Uniform Standards of Professional Appraisal Practice, 2021-2022 ed., Appraisal Standards Board of the Appraisal Foundation.

APPRAISER COMPETENCY

Appraiser qualifications are available in the Report Addenda. The appraisers signing this document are competent to prepare this appraisal report.

Brad Tharp, MAI, SRA is a member of the Benton/Bryant Realtors Association. He earned a bachelor's degree in Environmental Science, and master's degree in Geographical Information Systems (GIS) from the University of Central Arkansas. Mr. Tharp is a licensed residential contractor and has built numerous single-family homes in Central Arkansas. He is a 2014 Nominating Committee Member, 2016 Finance Committee Member, and past President for the Arkansas Chapter of the Appraisal Institute. As of the date of this report, Brad Tharp, MAI, SRA has completed the continuing education program for Designated Members of the Appraisal Institute. As of the date of this report, he has also completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

J.T. Ferstl, J.D., MAI has been preparing commercial appraisals since 2000. He is a licensed Real Estate Broker, Licensed Attorney, and Certified General Appraiser in the State of Arkansas. In 2008, he was appointed by the Little Rock Board of Directors, to a position on the Little Rock Planning Commission. He is also a past two-term president of the Arkansas Chapter of the Appraisal Institute. In 2017, he was elected to serve on the National Board of Directors of the Appraisal Institute beginning in 2018. He currently serves on the Little Rock Parks and Recreation Commission. As of the date of this report, J.T. Ferstl, J.D., MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

Stephen Tharp, SRA has earned an associate degree from Pratt Community College, a bachelor's degree in interdisciplinary studies from Arkansas State University, and a master's degree from the University of Arkansas at Fayetteville. He is a Designated Member of the Appraisal Institute. He is currently serving on the Appraisal Institute Nominating Committee. As of the date of this report, he has completed the continuing education program for Designated Members of the Appraisal Institute.

REGIONAL RETAIL TRENDS

Retail rents in the Northwest Arkansas market were rising at a 4.7% annual rate during the first quarter of 2023, and have posted an average annual gain of 4.1% over the past three years. In addition to 960,000 SF that has delivered over the past three years (a cumulative inventory expansion of 2.8%), there is 380,000 SF currently underway. Vacancies were basically in line with the 10-year average as of 2023Q1, but trended slightly down over the past four quarters. Employment in the metro was recently increasing at an annual rate of 4.1%, or a gain of about 11,000 jobs. While a positive result, this does represent the weakest rate of job creation in the past twelve months, which at one point was as high as 6.0%.

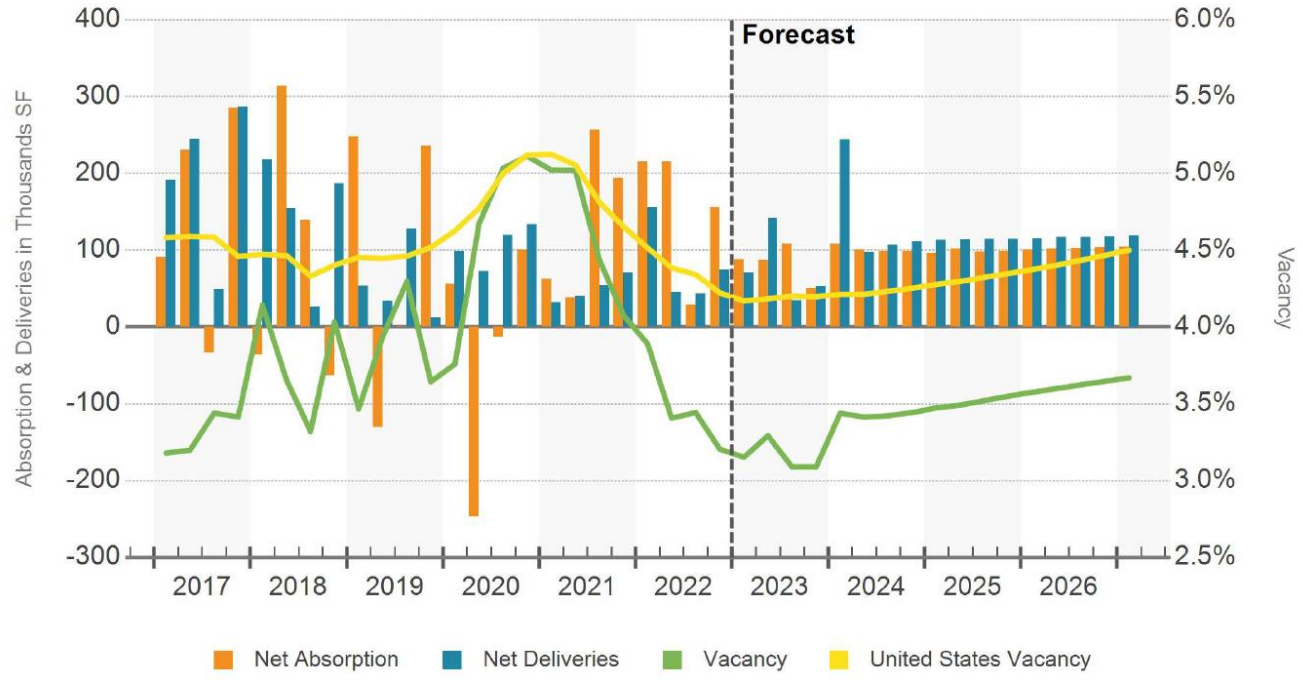
KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	1,763,870	8.7%	$20.79	17.1%	0	0	134,183
Power Center	1,412,281	3.2%	$17.25	5.0%	0	0	0
Neighborhood Center	3,817,073	8.5%	$17.56	8.7%	(3,342)	0	0
Strip Center	2,300,638	3.8%	$16.62	4.1%	(614)	0	0
General Retail	25,995,577	2.3%	$16.93	2.7%	11,988	70,716	208,846
Other	261,991	0%	$18.68	0%	0	0	0
Market	**35,551,430**	**3.4%**	**$17.21**	**4.3%**	**8,032**	**70,716**	**343,029**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-0.6%	5.0%	3.5%	7.7%	2010 Q4	2.9%	2016 Q4
Net Absorption SF	499K	477,440	397,620	948,301	2016 Q4	(104,746)	2020 Q4
Deliveries SF	415K	471,439	461,299	856,409	2015 Q2	151,281	2012 Q2
Rent Growth	4.7%	1.1%	1.8%	5.8%	2022 Q3	-4.6%	2009 Q4
Sales Volume	$194M	$129.9M	N/A	$377.2M	2022 Q2	$21.1M	2009 Q4

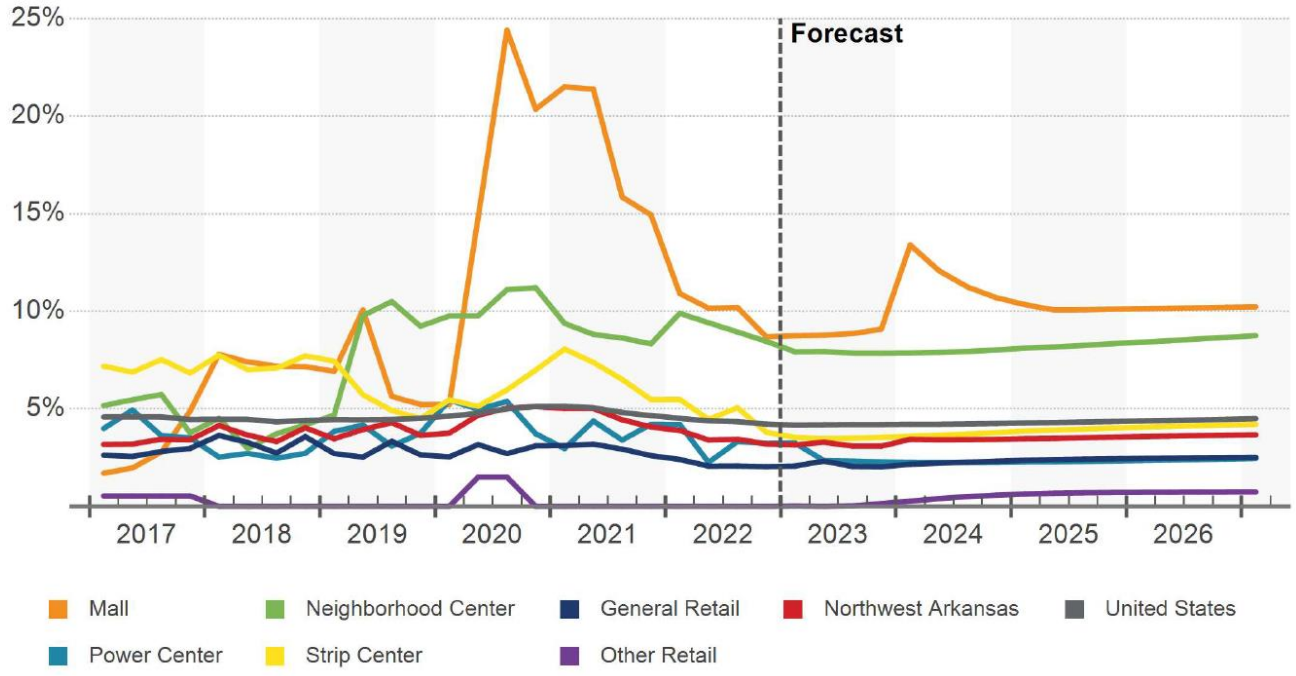
RETAIL LEASING

NET ABSORPTION, NET DELIVERIES & VACANCY

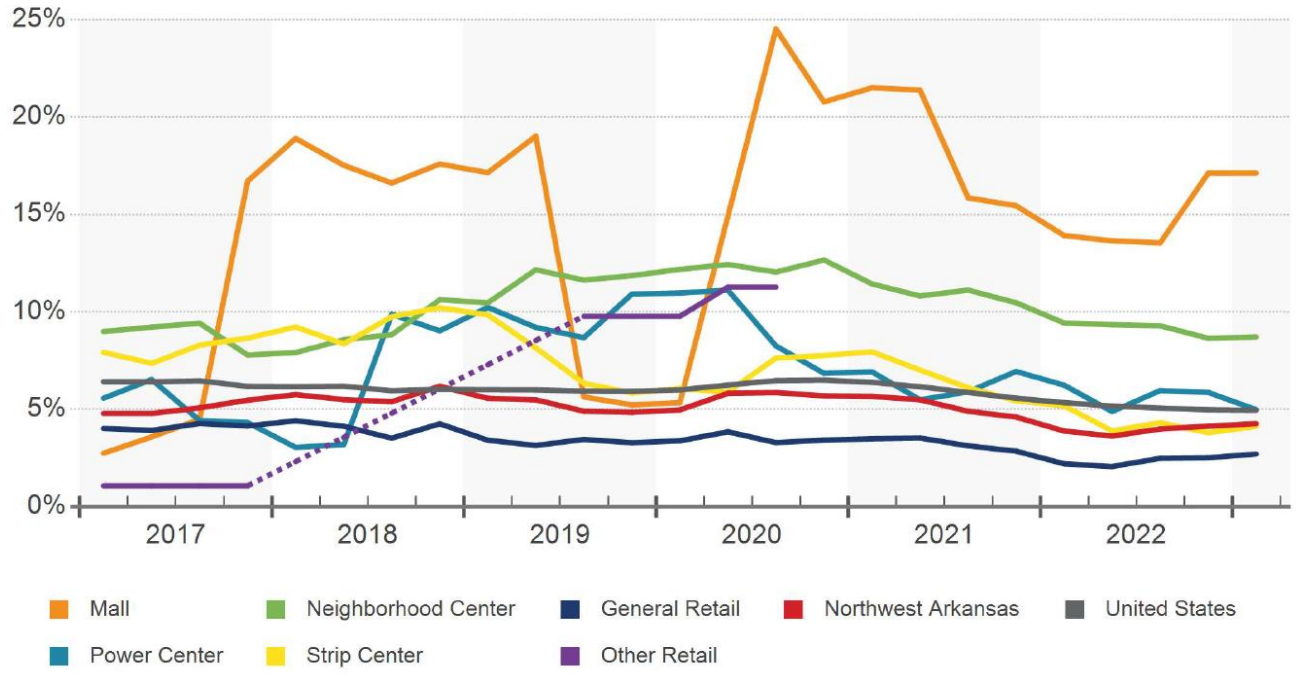


RETAIL LEASING

VACANCY RATE

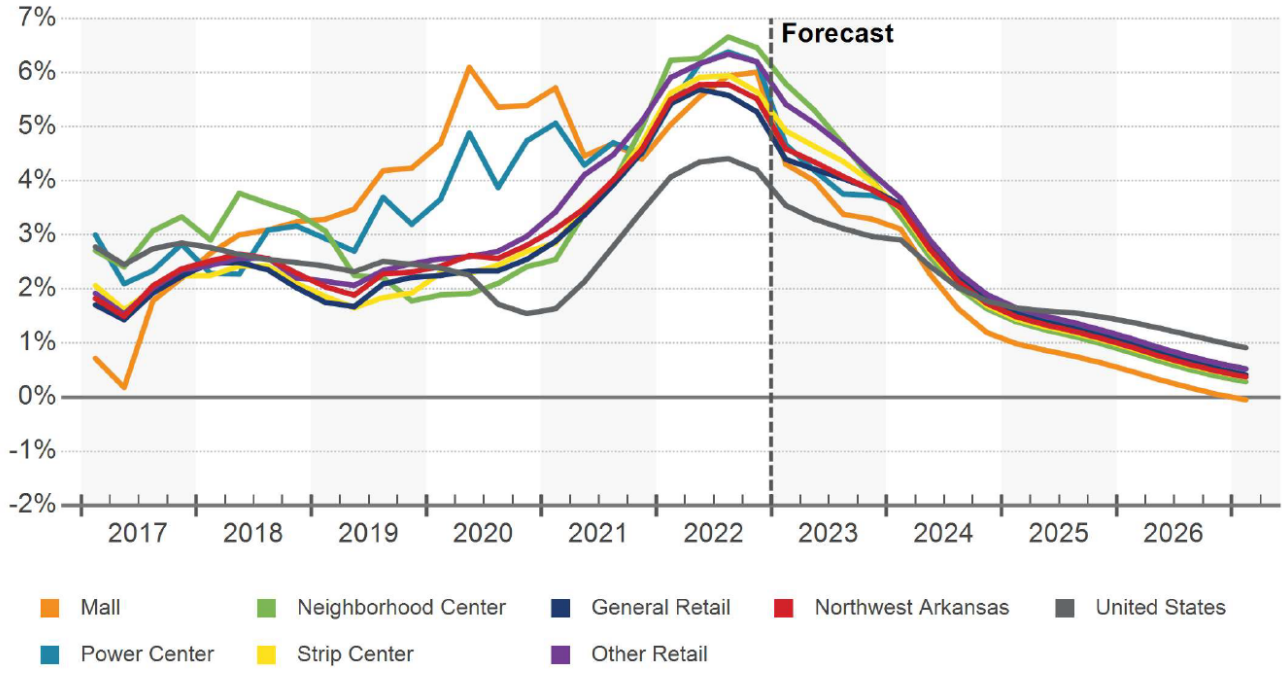


AVAILABILITY RATE

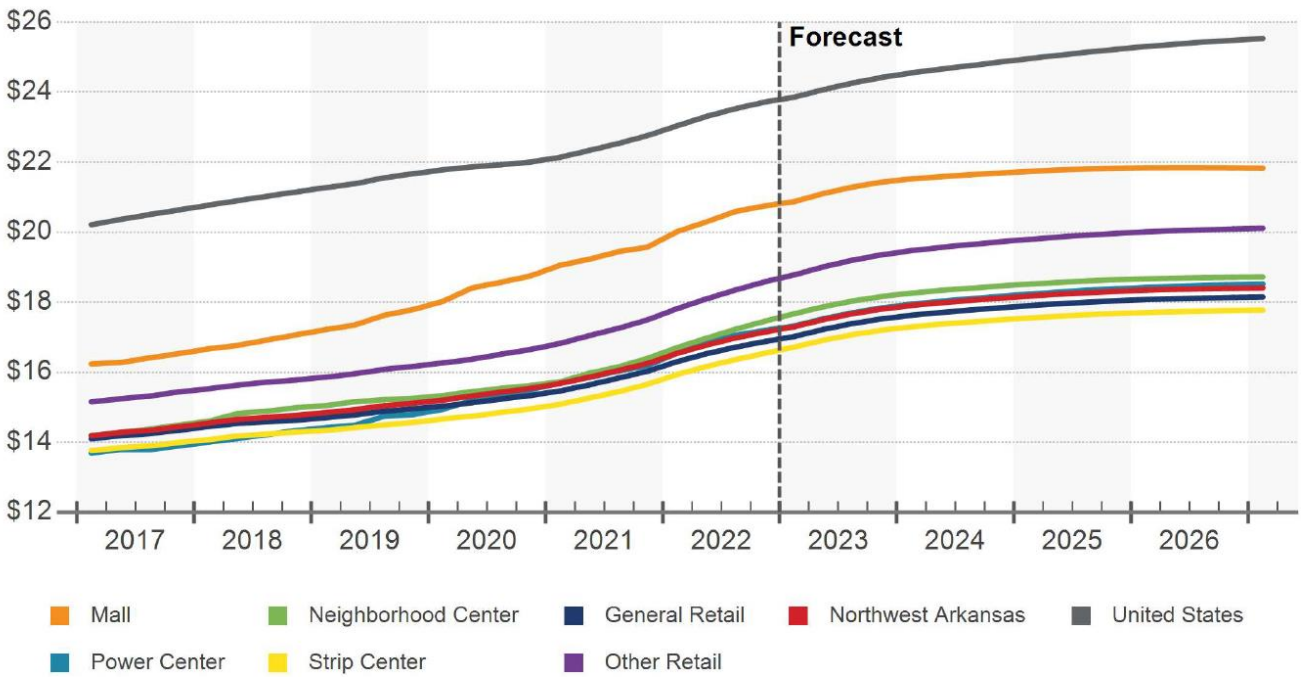


RETAIL RENT

MARKET RENT GROWTH (YOY)

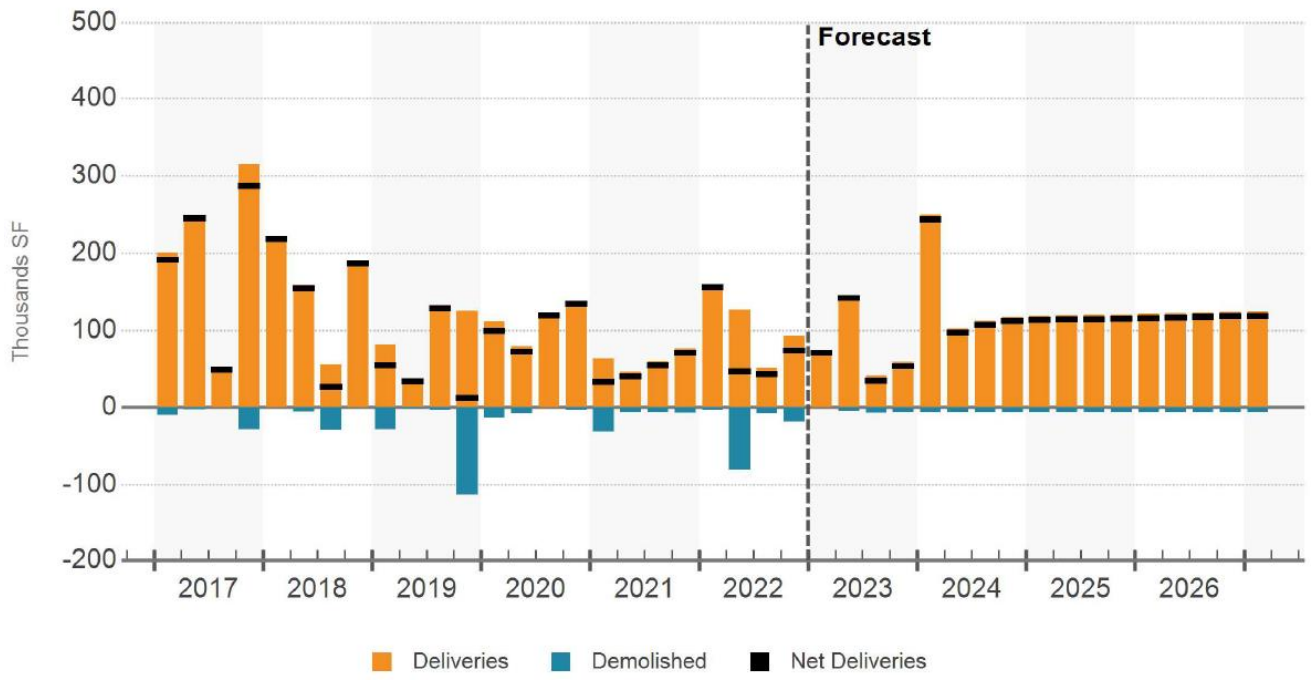


MARKET RENT PER SQUARE FEET



CONSTRUCTION

DELIVERIES & DEMOLITIONS



SUBMARKET CONSTRUCTION

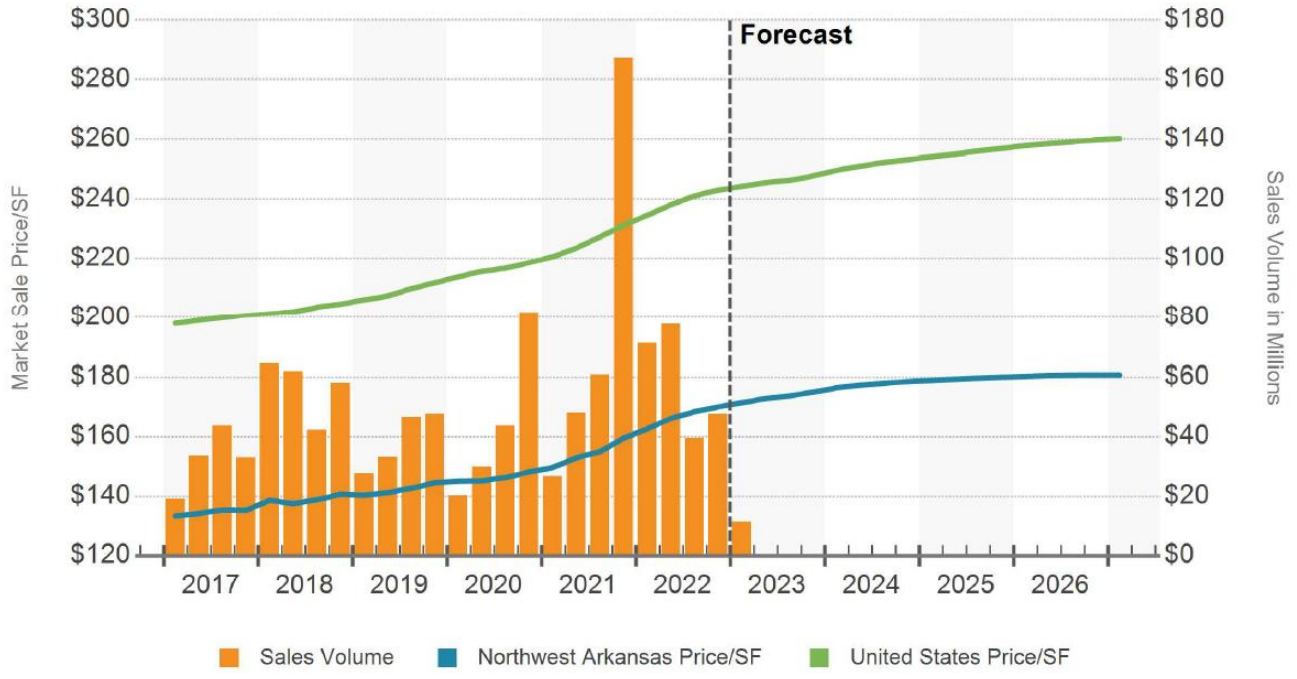
		Under Construction Inventory					Average Building Size		
No.	Submarket	Bldgs	SF (000)	Pre-Leased SF (000)	Pre-Leased %	Rank	All Existing	Under Constr	Rank
1	West Rogers	5	165	88	53.4%	5	23,834	33,079	2
2	Bentonville	8	72	63	87.5%	4	10,025	8,972	5
3	Downtown Fayetteville	1	62	0	0%	7	7,099	62,000	1
4	Greater Fayetteville	2	41	10	24.0%	6	12,597	20,261	3
5	Greater Springdale	4	27	27	100%	1	10,172	6,760	6
6	Outlying Washington Cnty	1	14	14	100%	1	7,563	13,800	4
7	Outlying Benton County	1	3	3	100%	1	8,518	2,500	7
8	East Rogers	0	-	-	-	-	9,310	-	-
9	Madison County	0	-	-	-	-	5,186	-	-
10	McDonald County	0	-	-	-	-	6,564	-	-
Totals		**22**	**383**	**204**	**53.3%**		**10,535**	**17,410**	

RETAIL SALES

Northwest Arkansas is a midsized retail market that saw 168 retail deals close in the past year, a solid performer among its peers. That was more of the same for the market, as deal flow kept pace with what was typical over the past five years. Annual sales volume has averaged $217 million over the past five years, and the 12-month high in investment volume hit $377 million over that stretch. In the past 12 months specifically, $202 million worth of retail assets sold. Deals involving general retail steered annual sales volume, accounting for $186 million of the metro's sum in the past 12 months.

Market pricing, derived from the estimated price movement of every single retail property in the metro, sat at $171/SF during the first quarter of 2023. That figure is an improvement over this time last year, and the price is a large discount to the overall average for the country. The market cap rate has dropped since last year and currently sits at 6.9%. This is the lowest cap rate that has been seen in Northwest Arkansas during the past five years, and it's close to the country's average.

SALES VOLUME & MARKET SALE PRICE PER SF



ECONOMY

In January 2020, the region had 272,400 employees and an unemployment rate of 2.9%. By April that year, the economy had lost 26,000 jobs, and the unemployment rate spiked to 8.1%. However, the economy came roaring back in the second half of 2020. The growth continued into 2022, adding 44,500 new jobs over the first three quarters, reaching 287,000. An unemployment rate of 2.2% makes it one of the tightest labor markets in the country.

Northwest Arkansas has evolved into a diversified economy that attracts highly skilled workers in various industries. Total non-farm employment has increased 30% over the last decade, while the U.S. grew by about 9%. The lion's share of employment growth has occurred in the professional and business services sector. For example, the state's largest law firm, Friday, Eldredge & Clark, LLP, known in the legal community as the "Friday Firm," has consolidated its offices in Northwest Arkansas. Tyson Foods has also announced a consolidation. The shift will bring 1,000 employees from Illinois and South Dakota. The first phase is expected to begin in 2023, followed by the groundbreaking of a new campus later that year. Walmart remains the regional corporate anchor and has propelled prosperity in the area. The retailer has attracted thousands of suppliers to the state, many of whom have set up Northwest Arkansas operations. These include household names like Procter & Gamble, Campbell Soup, and Hershey, earning Bentonville the nickname "Vendorville." In addition to Walmart, the region is also the headquarters for Tyson Foods and J.B. Hunt.

With the University of Arkansas, over 30,000 college students attend universities and colleges in Northwest Arkansas, fueling the metro-area company's talent-rich pipeline of potential employees. Combined with some of the lowest business costs in America, it has helped make the area a popular destination for corporate headquarters and, in turn, one of the premier regions for growth. The education sector plays a significant part in the area's economic success story. The University of Arkansas provides jobs for as many as 4,500 people. Education and health services have realized a combined expansion of nearly 1.5% in the past 12 months and have averaged almost 4.5% annual growth in the past five years.

NORTHWEST ARKANSAS EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	33	1.3	2.95%	2.88%	2.07%	0.78%	-0.11%	-0.03%
Trade, Transportation and Utilities	62	1.1	1.33%	1.40%	2.60%	1.18%	0.39%	0.08%
Retail Trade	29	1.0	-0.02%	0.47%	2.47%	0.55%	0.50%	0.08%
Financial Activities	9	0.6	3.36%	1.52%	3.66%	1.40%	0.14%	0.09%
Government	41	1.0	3.24%	1.23%	2.96%	0.24%	1.54%	0.55%
Natural Resources, Mining and Construction	14	0.9	1.47%	3.07%	5.70%	2.45%	0.44%	0.23%
Education and Health Services	32	0.7	2.99%	3.59%	2.91%	1.72%	1.10%	0.54%
Professional and Business Services	60	1.4	6.69%	2.80%	4.28%	2.10%	1.08%	0.35%
Information	2	0.4	6.31%	5.05%	3.21%	1.34%	-1.67%	0.21%
Leisure and Hospitality	27	0.9	0.97%	5.66%	2.78%	1.37%	1.65%	1.07%
Other Services	10	0.9	2.35%	2.86%	4.61%	0.58%	0.45%	0.33%
Total Employment	**290**	**1.0**	**3.14%**	**2.71%**	**3.20%**	**1.29%**	**0.82%**	**0.38%**

Source: Oxford Economics
LQ = Location Quotient

LOCAL AREA DEMOGRAPHICS

The following information reflects the demographics for the subject's area.

LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	**1 MILE**	**3 MILE**	**5 MILE**	**DESCRIPTION**	**1 MILE**	**3 MILE**	**5 MILE**
POPULATION TOTAL				HOUSEHOLDS			
2010 Census	14,525	49,863	80,290	2010 Census	4,748	21,239	33,415
2020 Census	17,335	60,795	101,398	2020 Census	5,497	25,628	42,351
2022 Estimate	17,946	62,735	105,018	2022 Estimate	5,708	26,463	43,893
2027 Projection	18,594	65,225	109,756	2027 Projection	6,010	27,583	45,969
Δ 2010-2020	19.35%	21.92%	26.29%	Δ 2010-2020	15.78%	20.66%	26.74%
Δ 2020-2022	3.52%	3.19%	3.57%	Δ 2020-2022	3.84%	3.26%	3.64%
Δ 2022-2027	3.61%	3.97%	4.51%	Δ 2022-2027	5.29%	4.23%	4.73%
Total Daytime Population	39,547	83,313	127,514	**HOUSEHOLDS BY INCOME (2022 ESTIMATE)**			
HOUSING UNITS				<$15,000	33.9%	20.1%	14.7%
Total (2022 Estimate)	6,854	29,945	48,680	$15,000 - $24,999	13.5%	15.2%	12.0%
Owner Occupied	15.2%	24.6%	35.5%	$25,000 - $34,999	10.5%	12.0%	10.2%
Renter Occupied	68.0%	63.8%	54.6%	$35,000 - $49,999	14.7%	14.3%	14.0%
Vacant Housing Units	16.7%	11.6%	9.8%	$50,000 - $74,999	9.8%	13.4%	14.3%
Total (2027 Projection)	7,246	31,402	51,271	$75,000 - $99,999	5.1%	8.2%	10.3%
Owner Occupied	15.7%	24.8%	35.7%	$100,000 - $149,999	6.2%	9.0%	13.3%
Renter Occupied	67.2%	63.1%	54.0%	$150,000 - $199,999	2.2%	3.0%	4.6%
Vacant Housing Units	17.1%	12.2%	10.3%	$200,000+	4.0%	4.7%	6.5%
AVERAGE HOUSEHOLD INCOME				**AVERAGE HOUSEHOLD SIZE**			
2022 Estimate	$52,128	$64,222	$79,271	2022 Estimate	1.99	2.09	2.22
2027 Projection	$59,991	$74,360	$90,814	2027 Projection	2.00	2.10	2.22
Δ 2022-2027	15.08%	15.79%	14.56%	Δ 2022-2027	0.50%	0.48%	0.00%
MEDIAN HOUSEHOLD INCOME				**MEDIAN HOME VALUE**			
2022 Estimate	$26,992	$37,112	$48,637	2022 Estimate	$311,935	$242,507	$246,049
2027 Projection Projectior	$31,518	$43,826	$57,521	2027 Projection	$377,322	$277,827	$275,502
Δ 2022-2027	16.77%	18.09%	18.27%	Δ 2022-2027	20.96%	14.56%	11.97%
PER CAPITA INCOME				**AVERAGE HOME VALUE**			
2022 Estimate	$17,978	$27,335	$33,203	2022 Estimate	$355,794	$301,514	$303,009
2027 Projection	$20,868	$31,701	$38,081	2027 Projection	$400,492	$348,963	$347,564
Δ 2022-2027	16.08%	15.97%	14.69%	Δ 2022-2027	12.56%	15.74%	14.70%

Source: Sites To Do Business Online

POPULATION

Esri estimates the 2022 population within the neighborhood 3-mile radius of the subject property at 62,735 representing a 3.19% change since 2020. The total trade area 5-mile radius around the subject is estimated to have a population of 105,018, which represents a 3.57% change since 2020. Looking forward, the population of the neighborhood 3-mile radius is forecasted to change to 3.97% by the year 2027. The population within the total trade area 5-mile radius is forecasted to change to 109,756 over the next five years. Overall, total area 5-mile radius population is expected to change by 4.51% over the next five years.

HOUSEHOLDS

Esri estimates that the number of households within the neighborhood 3-mile radius of the subject is 26,463, which is a 3.26% change since 2020. Within the total area 5-mile radius, the number of households is estimated to be 43,893 in 2020, a 3.64% change over the same period of time.

By the year 2027, Esri estimates that the number of households in the neighborhood 3-mile radius will change by 4.23% to 27,583, households. Additionally, households in the entire trade area are expected to change by 4.73% to 45,969 households over the next five years. The number of households in the neighborhood 3-mile radius of the subject changed 20.66% from 2010 to 2020; and since then, it has changed by 3.26%.

INCOME

According to Esri, the neighborhood 3-mile radius around the subject property has an estimated median household income of $37,112 and an average household income of $64,222. Esri reports that the total trade area 5-mile radius has a median household income of $48,637, and an average household income of $79,271. With 43,893 households currently in the total trade area 5-mile radius of the subject property, local effective buying income is estimated to be about $3,479,442,003.

CONCLUSION

Based on the Esri data presented above, the demographics in the subject neighborhood are considered average. Population growth has changed by 3.19% since 2020 and is expected to change 3.97% over the next 5 years within a the 3-mile radius. Average household incomes are average at an estimated $64,222, and the area is populated with 26,463 households within a 3-mile radius around the subject property. This area experienced the largest increase in population and households from the 2000 to 2010 period. The increasing trend has since stabilized.

SURROUNDING LAND USES

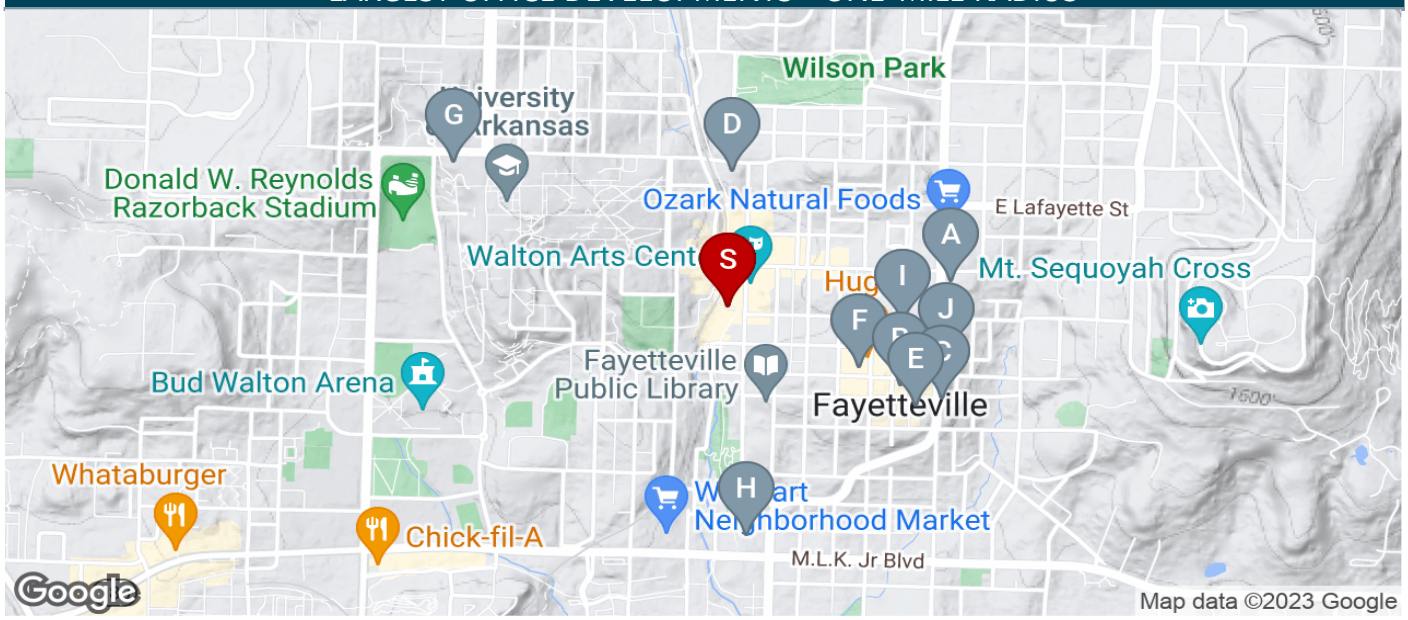
The following tables and maps highlight development within one (1) mile of the subject property.

OFFICE DEVELOPMENTS

LOCAL AREA OFFICE - ONE-MILE RADIUS				
CLASS	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
A	141,425 SF	1969	100.0	2
B	733,392 SF	1970	86.6	48
C	607,028 SF	1949	98.7	68
TOTAL	1,481,845 SF	1960	92.9	119

Source: CoStar

LARGEST OFFICE DEVELOPMENTS - ONE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A		280 N College Ave, Fayetteville	0.5 mi	144,706	N/A	B	100
B	East Square Plaza	1 E Center St, Fayetteville	0.4 mi	83,434	1972	A	100
C	Old Washington County Jail	90 S College Ave, Fayetteville	0.5 mi	82,526	1897	C	100
D		505 W Maple St, Fayetteville	0.3 mi	80,000	1951	B	0
E	JP Hammerschmidt Fed Building /	35 E Mountain St, Fayetteville	0.5 mi	64,186	1974	B	100
F		112 W Center St, Fayetteville	0.3 mi	57,991	1965	A	100
G		1125 W Maple St, Fayetteville	0.7 mi	45,000	N/A	C	100
H	The Mill	525 S School Ave, Fayetteville	0.5 mi	40,000	1950	C	94.67
I		138 N East Ave, Fayetteville	0.4 mi	37,500	N/A	B	100
J		70 N College Ave, Fayetteville	0.5 mi	35,524	1985	C	100

Source: CoStar

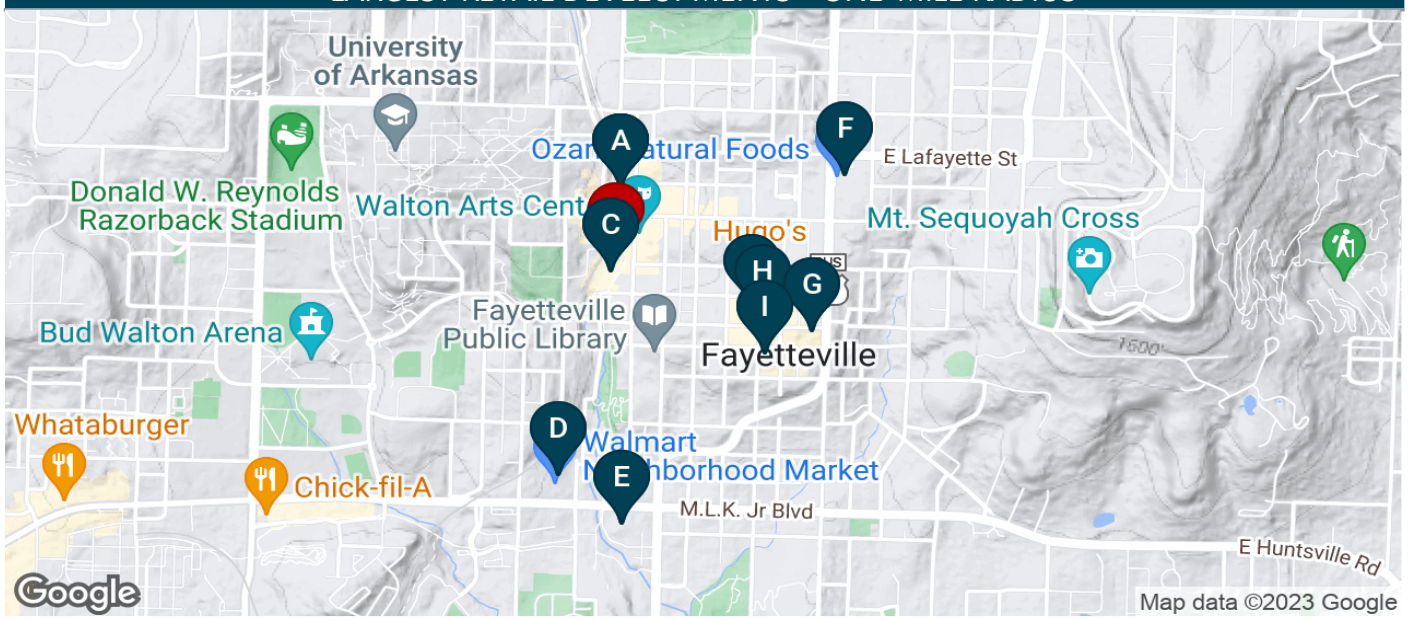
RETAIL DEVELOPMENTS

LOCAL AREA RETAIL - ONE-MILE RADIUS

SIZE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
<5,000 FT	291,732 SF	1968	93.6	99
>5,000 FT-<20,000 FT	656,857 SF	1958	97.5	71
>20,000 FT	496,682 SF	1981	72.8	14
TOTAL	1,445,271 SF	1969	88.3	185

Source: CoStar

LARGEST RETAIL DEVELOPMENTS - ONE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A		548 W Dickson St, Fayetteville	0.2 mi	62,000	2023	A	0
B		548 W Dickson St, Fayetteville	0.2 mi	62,000	2023	A	0
C	Metro District Shoppes	509 W Spring St, Fayetteville	0.0 mi	57,493	2008	A	100
D	Walmart Neighborhood Market	557 S Government Ave, Fayetteville	0.5 mi	43,249	2016	B	100
E	South Yard	517 W Martin Luther King Blvd, Fayettevil	0.6 mi	39,006	1950	A	91.04
F		380 N College Ave, Fayetteville	0.5 mi	32,893	2010	B	100
G	Center Street Offices	31 E Center St, Fayetteville	0.5 mi	31,233	1935	B	100
H		26 W Center St, Fayetteville	0.4 mi	30,000	1955	B	75.08
I	Bradberry Building	21 W Mountain St, Fayetteville	0.4 mi	24,600	1925	C	100
J		13-23 N Block Ave, Fayetteville	0.3 mi	23,523	1930	C	100

Source: CoStar

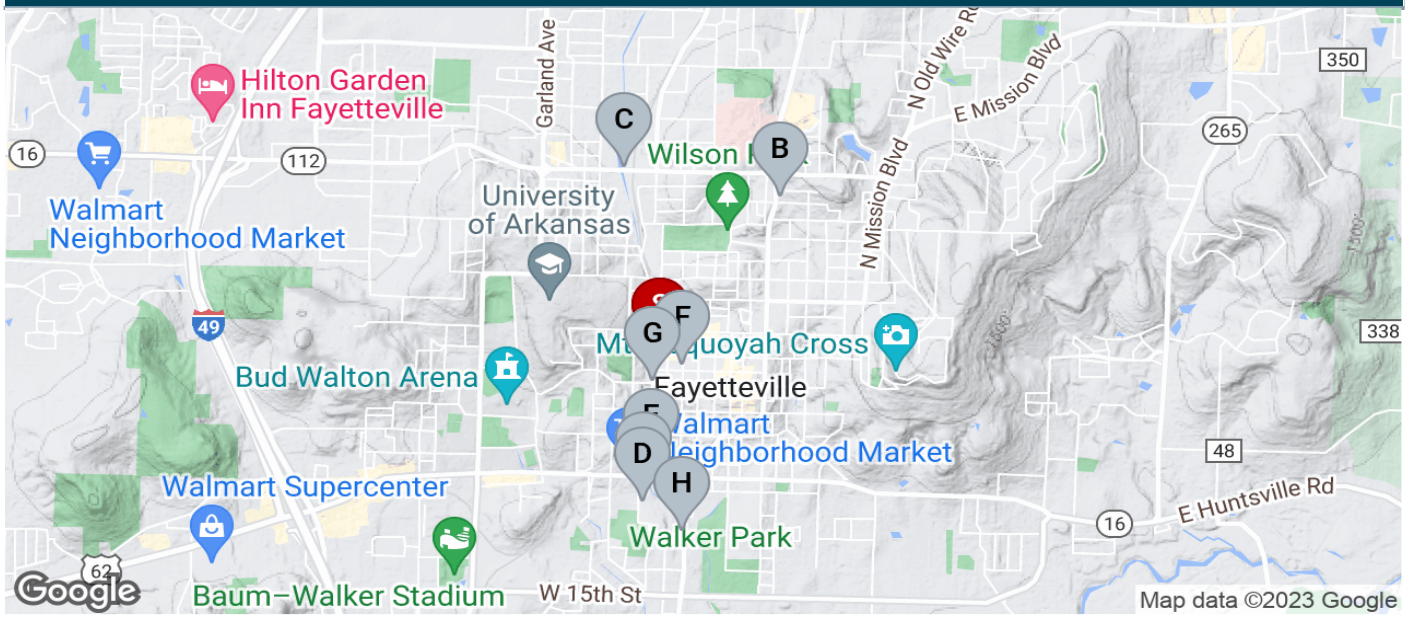
INDUSTRIAL DEVELOPMENTS

LOCAL AREA INDUSTRIAL - ONE-MILE RADIUS

TYPE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
Flex	1,916 SF	1990	100	1
Gen-Ind <25,000 FT	54,812 SF	1979	100	7
Gen-Ind >25,000 FT	0 SF	-	-	0
TOTAL	56,728 SF	1980	100.0	8

Source: CoStar

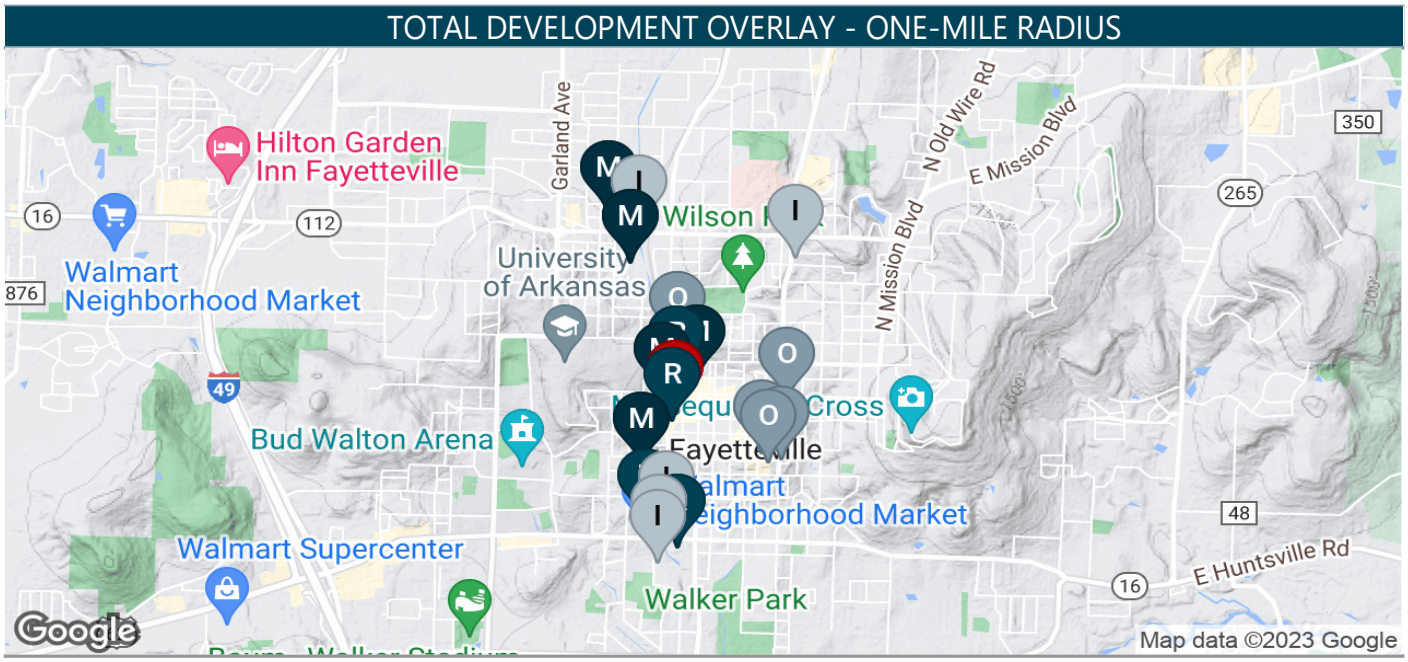
LARGEST INDUSTRIAL DEVELOPMENTS - ONE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	TYPE	%LEASED
A	LifeSource	682 S Government Ave, Fayetteville	0.6 mi	16,000	1992	Industrial	100
B		928 N College Ave, Fayetteville	0.9 mi	8,828	1994	Industrial	100
C		700 W North St, Fayetteville	0.9 mi	7,808	N/A	Industrial	100
D		820 S Government Ave, Fayetteville	0.7 mi	6,516	1995	Industrial	100
E		513 W Prairie St, Fayetteville	0.5 mi	6,390	1955	Industrial	100
F		118 W School St, Fayetteville	0.1 mi	5,000	1962	Industrial	100
G		546 W Center St, Fayetteville	0.1 mi	4,270	1935	Industrial	100
H		1020 S School Ave, Fayetteville	0.9 mi	1,916	1990	Flex	100

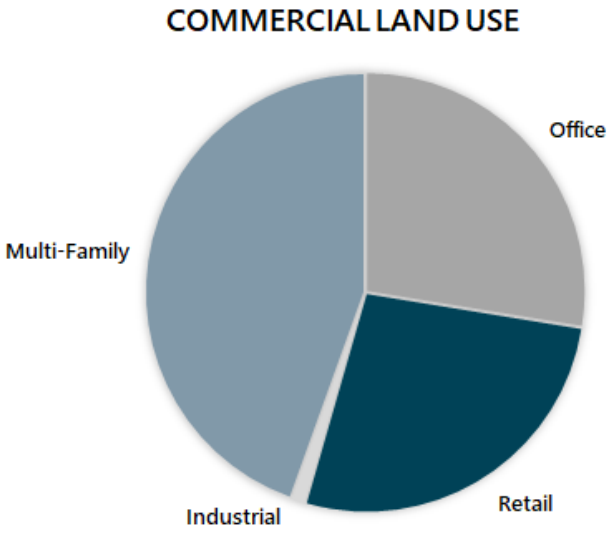
Source: CoStar

OVERALL DEVELOPMENT



Source: CoStar

The land use within the subject's local area neighborhood consists of a considerable amount of commercial property, comprised of a mix of many property types. The following chart illustrates the high concentration of multi-family, office, and retail properties in the immediate market area.



ECONOMIC INFLUENCES

The local area economic status is important to recognize as the measurement of income levels provides an indication of the ability of the area population to buy, rent and maintain property. The economic status of an area also provides an indication of the population's appetite for goods and services. Relevant economic information includes income levels, property ownership vs. rent, property rent levels, rent level trends, property vacancy and new construction. The majority of the housing units within the 1-mile area are renter-occupied.

GOVERNMENT INFLUENCE

Governmental considerations relate to zoning, building codes, regulations, flood plain restrictions, special assessment, and property taxes. Zoning in the area is mixed, including commercial, residential, and industrial designations. Zoning code is enforced by the municipality and enforcement in all areas of the City of Fayetteville is considered to be average. Building codes are in force and require a certain standard of construction quality and design. This is a typical influence on properties similar to the subject and falls in line with the zoning classification.

Property taxes in the area are established by Washington County and are assessed based on valuation. Considering the broad authority of the county administration, the assessments in the neighborhood are similar to other neighborhoods in the area. There are no known special assessments that affect property in the neighborhood.

TRANSPORTATION

The streets in the neighborhood is Dickson Street, W Spring Street, and N West Avenue. With the existing transportation system, most areas of Fayetteville are accessible from the subject neighborhood and access is considered average for the area. Overall, access within the neighborhood is average.

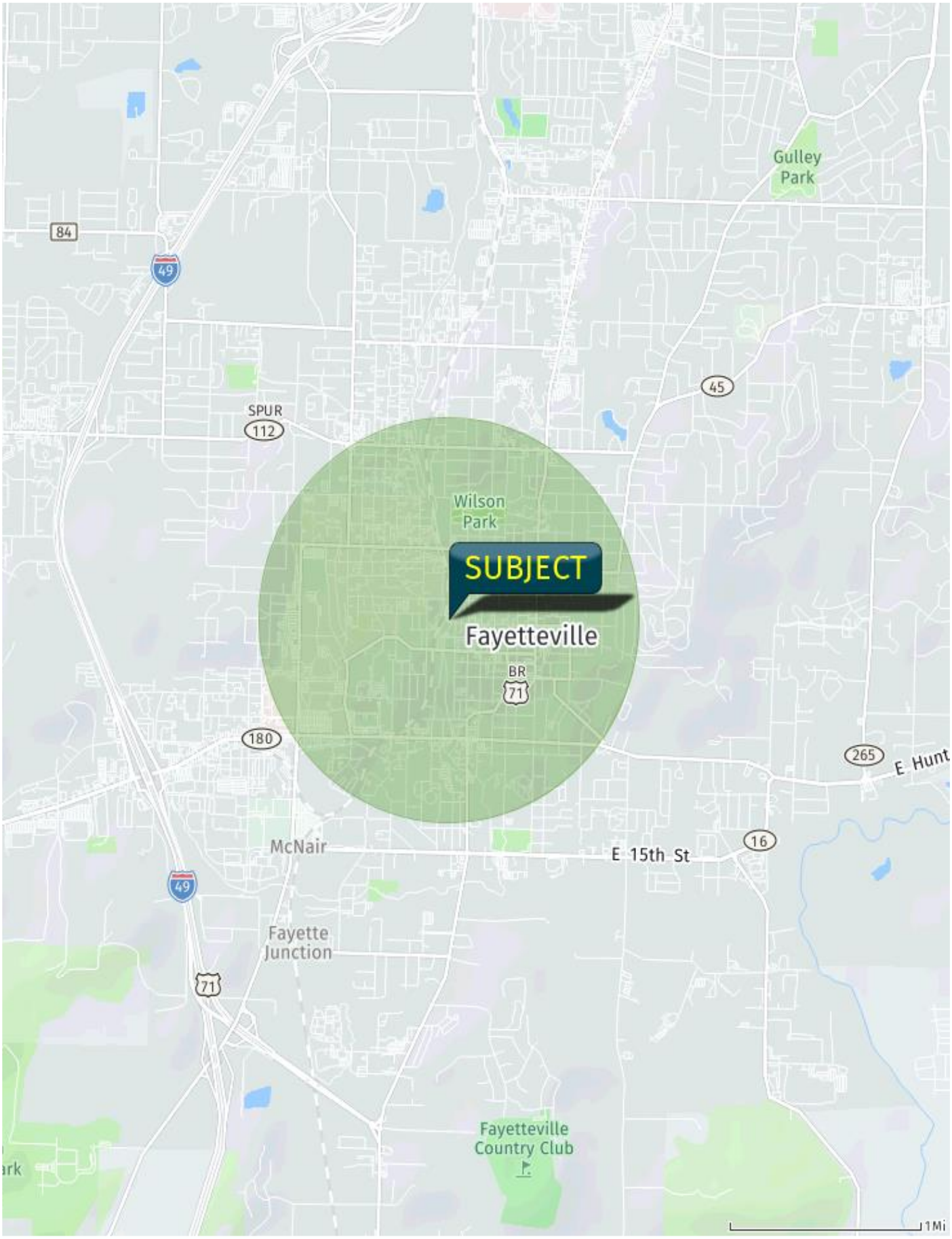
ENVIRONMENTAL INFLUENCES

The subject area is considered to be a typical neighborhood. There are no extraordinary topographical features or nuisances of hazards. Public utilities are available in most areas in quantities from public and private sources. The area has both public and private schools in adequate supply and quality.

LOCAL AREA SUMMARY

The market benefits from a diverse blend of residential, commercial, and community uses and close proximity to many recreational activities. The area did not suffer from the previous recession as seen in other parts of the Country due to the good livability factors associated with the region. The outlook for this market area is average into the foreseeable future.

LOCAL AREA MAP



DOWNTOWN FAYETTEVILLE



Downtown Fayetteville is highlighted by the Downtown and Dickson Street areas. Dickson Street is an arterial street leading to University of Arkansas to west and entertainment district to the east. Dickson Street is an entertainment area attracting visitors with unique boutiques, galleries, along with bars and restaurants. It is known as the heartbeat of Fayetteville. Downtown Fayetteville is also known for the amount of quality entertainment centered around the Historic Downtown Fayetteville Square. This area is referred to as Downtown Fayetteville or the Fayetteville Square. This area is the focal point of main activities that include shopping, restaurants, as well as historic buildings and modern offices. The aerial below provides an idea of the proximity for some of the major attractions in the market area which make the subject's location a desirable area.



LOCAL RETAIL TRENDS

In this section, market conditions which influence the subject property are analyzed. An overview of Retail supply and demand conditions for the Northwest Arkansas Market and Downtown Fayetteville Submarket. Key supply and demand statistics for the most recent quarter, last year, and historical averages over the past 10 years are summarized in the table below.

RETAIL MARKET AND SUBMARKET DATA SUMMARY (10 YEARS)					
		INVENTORY SUPPLY (SF)		VACANCY (%)	
QTR	YEAR	MARKET	SUBMARKET	MARKET	SUBMARKET
Q4	2022	35,616,150	1,189,944	3.2%	2.5%
Q3	2022	35,541,985	1,189,944	3.4%	1.3%
Q2	2022	35,483,197	1,189,944	3.4%	3.2%
Q1	2022	35,437,368	1,251,944	3.9%	8.4%
	2021	35,281,380	1,254,694	4.1%	4.5%
	2020	35,084,241	1,253,444	5.1%	3.5%
	2019	34,660,450	1,245,440	3.6%	2.1%
	2018	34,423,509	1,244,190	4.0%	1.6%
	2017	33,840,361	1,244,190	3.4%	1.7%
	2016	33,069,155	1,244,190	2.9%	1.2%
	2015	32,589,329	1,189,300	4.4%	1.2%
	2014	31,872,729	1,189,300	5.0%	6.3%
	2013	31,441,231	1,189,300	5.4%	6.9%
		RENT $/SF		NET ABSORPTION (SF)	
QTR	YEAR	MARKET	SUBMARKET	MARKET	SUBMARKET
Q4	2022	$18.87	$22.61	153,765	(14,060)
Q3	2022	$17.49	$17.94	43,223	22,121
Q2	2022	$17.02	$18.99	218,888	5,008
Q1	2022	$16.82	$18.94	213,036	(54,024)
	2021	$16.54	$20.61	558,209	(8,559)
	2020	$15.04	$25.41	(109,209)	(10,133)
	2019	$13.75	$24.35	362,242	(4,803)
	2018	$13.88	$16.16	353,290	1,641
	2017	$12.25	$15.69	565,460	(7,002)
	2016	$12.93	$17.87	952,401	54,631
	2015	$12.63	$15.95	871,587	60,378
	2014	$12.13	$13.82	549,058	7,008
	2013	$11.22	$6.99	522,050	21,900

Source: CoStar Property®

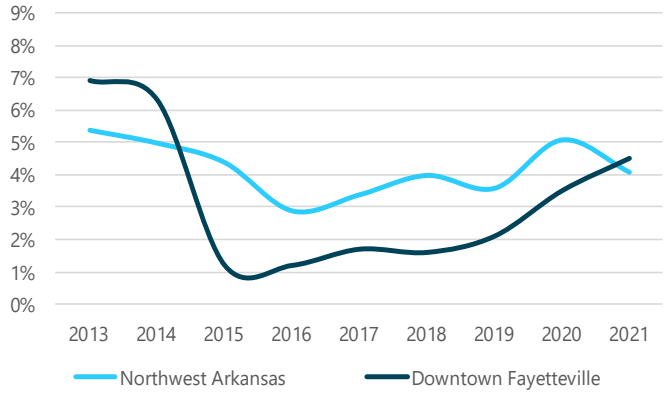
The Northwest Arkansas Market demonstrates relatively stable conditions. There has been little variance in supply over the last year. Vacancies have remained steady over the last year to the most recent figure at 3.2%. Asking rents remained relatively stable with an increase in the most recent quarter to $18.87.

The Downtown Fayetteville Submarket demonstrates mostly stable conditions as well. Vacancy had fluctuations between 1.3% and 8.4% throughout 2022. Asking rents were relatively stable ranging from a low of $17.94 per square foot to a high of $22.61 per square foot with the most recent 2022 figure at $22.61 per square foot.

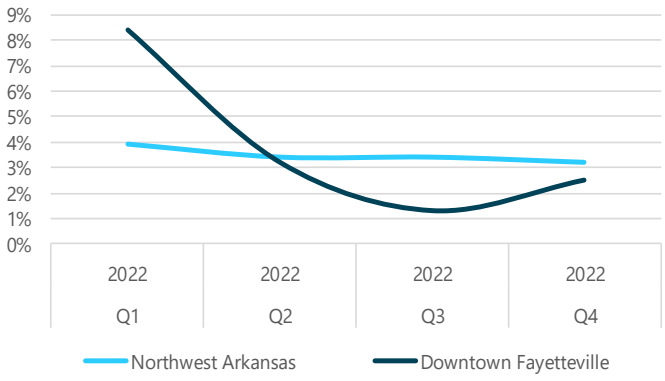
RETAIL VACANCY

The following figures provide visual illustration of the long-term and short-term Retail vacancy for the Northwest Arkansas Market and Downtown Fayetteville Submarket.

LONG TERM VACANCY



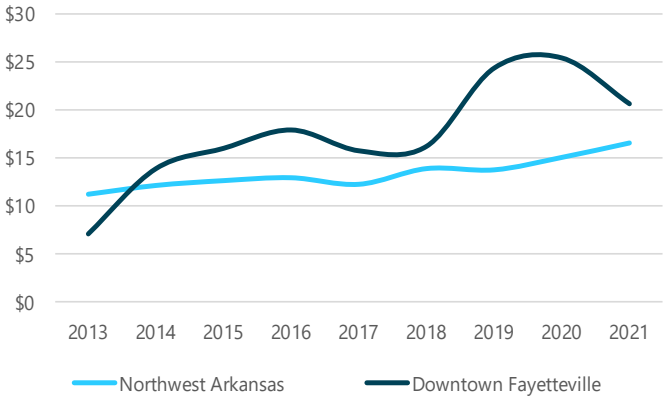
SHORT TERM VACANCY



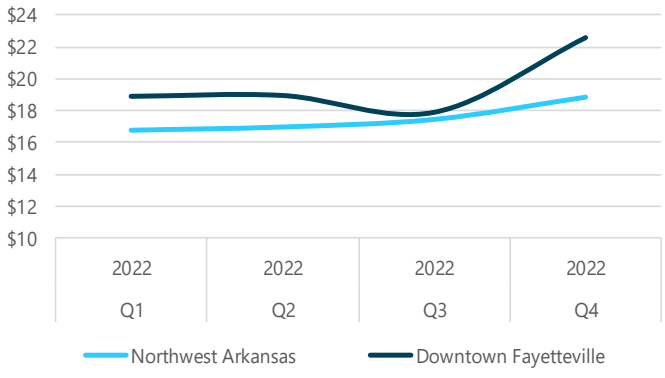
RETAIL RENTAL RATES

The following figures provide a visual illustration of rental Retail trends for the Northwest Arkansas Market and Downtown Fayetteville Submarket in the short and long-term:

LONG TERM RENT



SHORT TERM RENT



MARKET INTERVIEWS

As part of this analysis, recent transactions and trends were discussed with knowledgeable local brokers, agents, and owners. Of the participants that were interviewed, several brokers indicated they have seen minimal slowing.

SITE DESCRIPTION

There are three tracts of land included in this analysis. These properties are located west of N West Avenue, south of Dickson Street, west of Frisco Railway, and north of Walton Arts Center. These tracts are described as Tract A, Tract B, and Tract C for this analysis. Tract A includes approximately 21,927 square feet; Tract B includes approximately 1,110 square feet; Tract C includes 16,988 square feet. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. Site sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. A preliminary title report was not available for review. The property is within Census Tract No. 05-143-011302.

Number of Parcels 3

Assessor Parcels 765-01743-003, 765-01743-002, 765-01743-004

Property	**Tract A**		**Tract B**		**Tract C - Before**		**Tract C - After**	
Land Area	Square Feet	Acres	Square Feet	Acres	Square Feet	Acres	Square Feet	Acres
Total Land Area	21,927	0.50	1,110	0.03	16,988	0.39	10,000	0.23
Corner	No		No		No		No	
Zoning	Main Street Center (MSC)		Main Street Center (MSC)		Main Street Center (MSC)		Main Street Center (MSC)	
Flood Zone	Zone X (Unshaded)		Zone X (Unshaded)		Zone X (Unshaded)		Zone X (Unshaded)	
Site Topography	Level		Level		Sloping		Sloping	
Site Shape	Irregular		Irregular		Irregular		Irregular	
Site Grade	At street grade		At street grade		At street grade		At street grade	
Site Quality	Average		Average		Average		Average	
Site Access	Average		Average		Average		Average	
Site Exposure	Average		Average		Average		Average	
Site Utility	Average		Average		Average		Average	
Utilities	Available		Available		Available		Available	

Easement Description		
See forthcoming section for Tract C "before" and "after" analysis in relation to Greenway Easement.	**Greenway Easement Size** Square Feet	Acres
	5,520	0.13

Site Access Ingress and egress is assumed to be accessible from W Spring Street for all tracts which is an asphalt road with adequate access.

Soils A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

Easements A preliminary title report was not available for review. A bike trial easement, known as Razorback Greenway, is located on Tract A. No adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised.

Hazardous Waste We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

Flood Plain

Zone AE: Zone X (Unshaded). This is referenced by Panel Number 05143C0210F, dated April 02, 2008. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities, but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

Site Rating

Overall, the subject site is considered good as a land site in terms of its location, exposure and access to employment, education and shopping centers, based on its location along a minor arterial.

Zoning

Main Street Center (MSC): A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone. For a complete list of zoning requirements, please refer to the following link:

https://library.municode.com/ar/little_rock/codes/code_of_ordinances?nodeId=COOR_CH36ZO_ARTVDIRE_DIV5INDI_S36-320LIINDI

ZONING	
Designation	Main Street Center (MSC)
District	Fayetteville Downtown
Zoning Authority	City of Fayetteville
Current Use	Parking Lot
Current Use Legally Permitted	Yes
Parking Spaces Provided	47

Source: City of Fayetteville Planning & Zoning Department

Overlay District

The subject is located in Downtown Fayetteville in an overlay district. The purpose of this district adds restrictions for properties located in the Fayetteville Downtown Master Plan. The master plan provides policies and ordinances that are used as a guide for site and improvement modifications. For a complete list of zoning requirements, please refer to the following link:

https://www.fayetteville-ar.gov/729/Downtown-Master-Plan

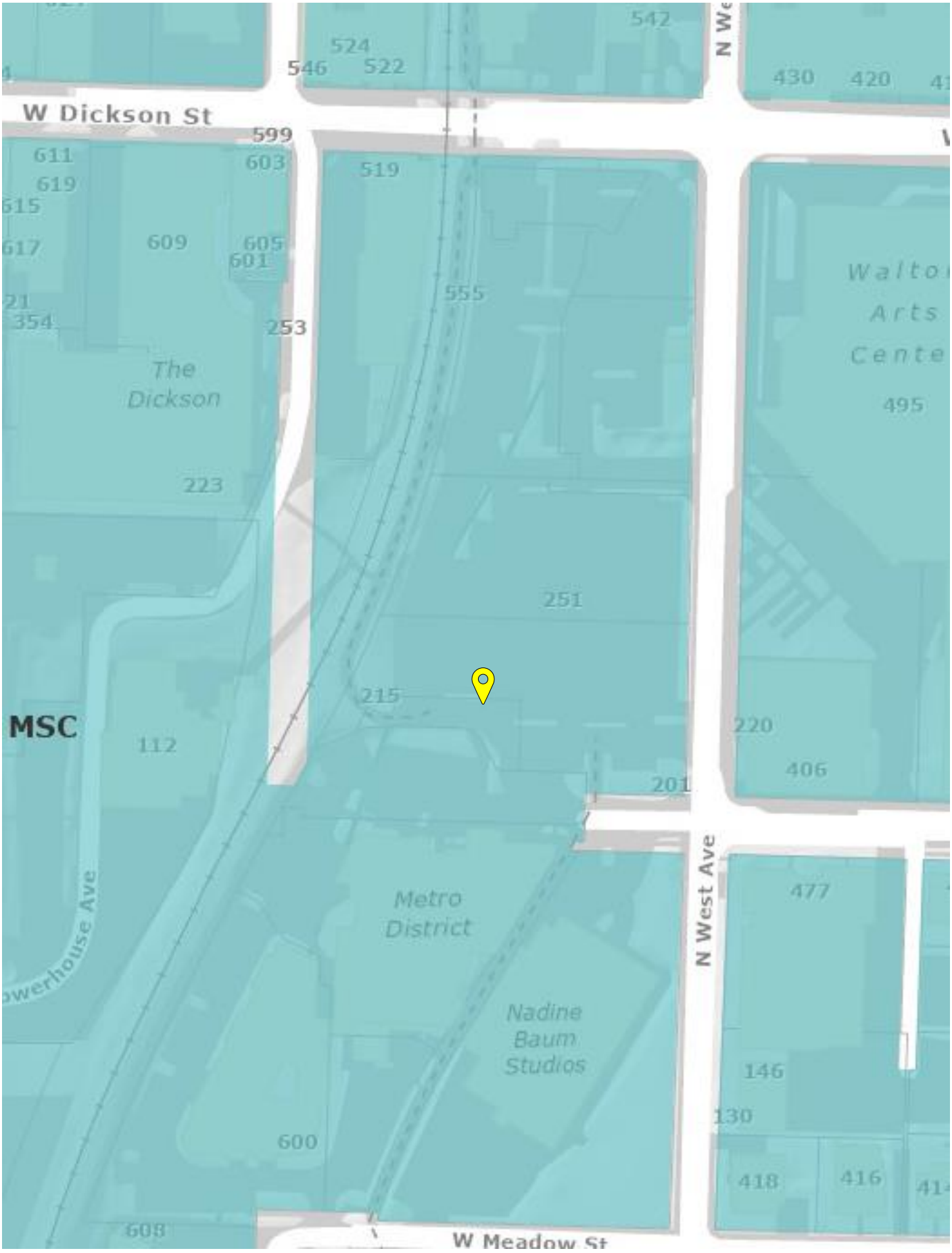
AERIAL MAP


N Powerhouse Ave
Frisco Trail
N West Ave
Frisco Trail
N West Ave

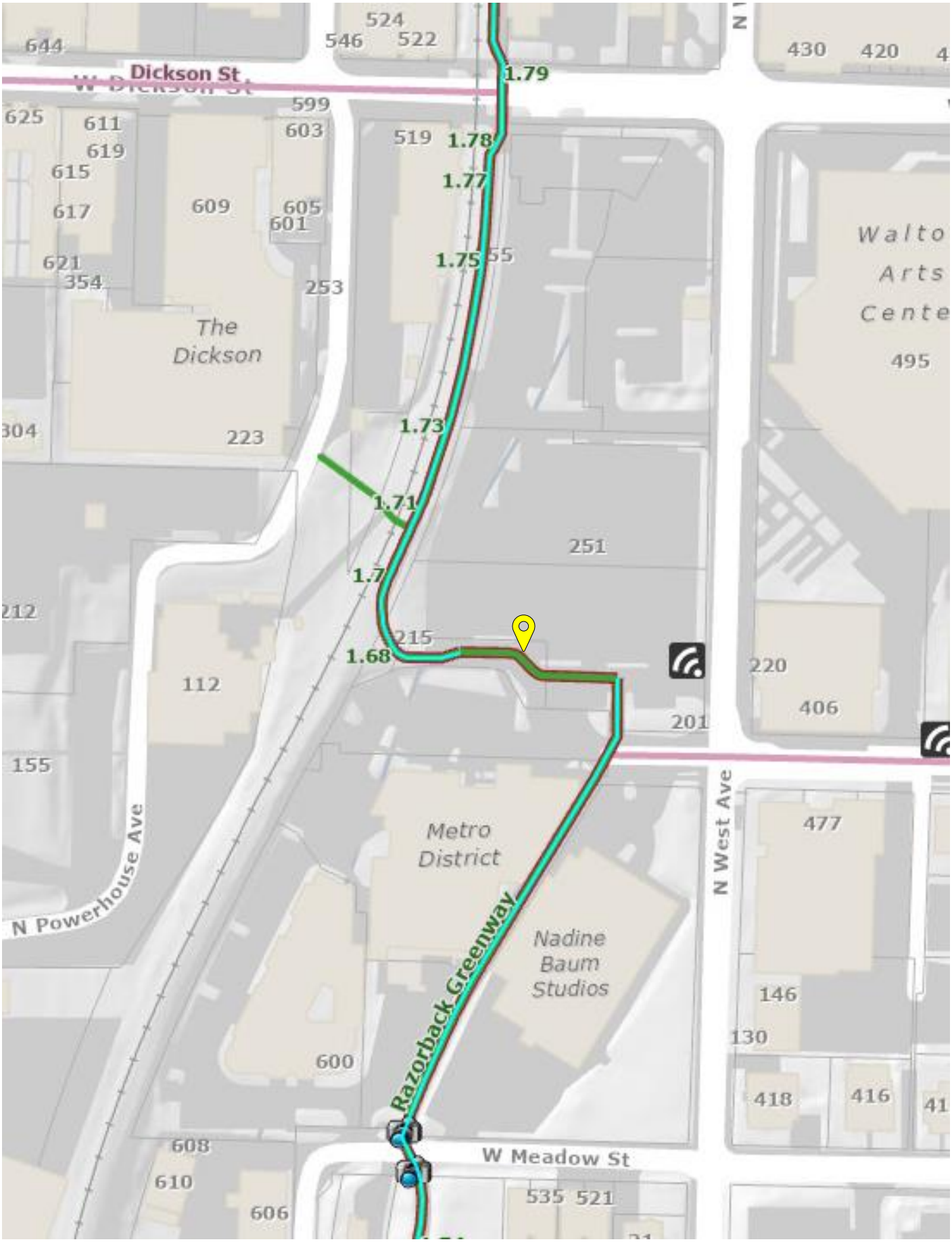
FEMA FLOOD MAP



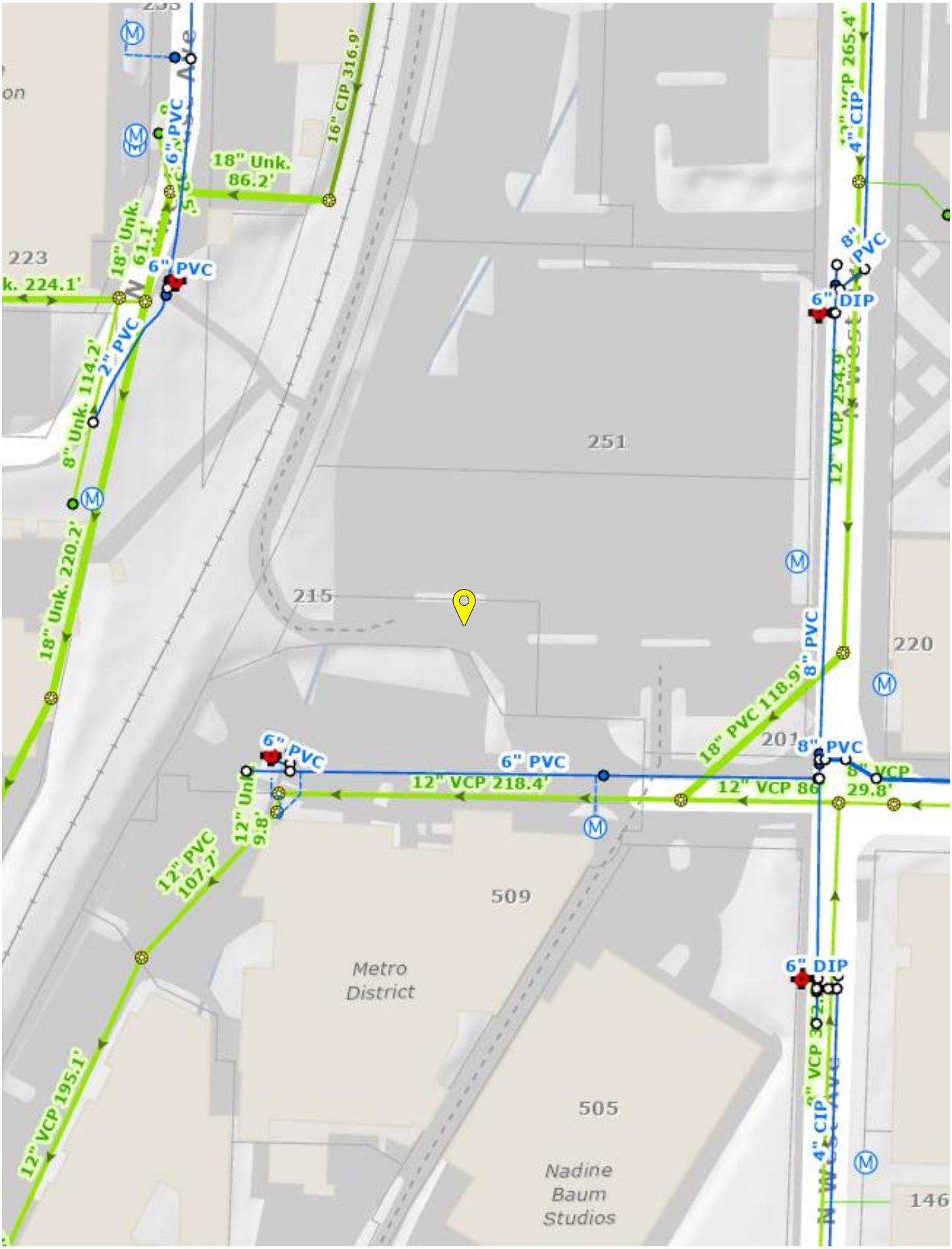
ZONING MAP


W Dickson St
599
611
603
619
615
617
609
605
601
21
354
253
The Dickson
223
519
555
251
215
MSC
112
201
542
524
546
522
430
420
N West Ave
477
Metro District
Nadine Baum Studios
146
130
600
418
416
608
W Meadow St
220
406
495

GREENWAY EASEMENT – CURRENT LOCATION



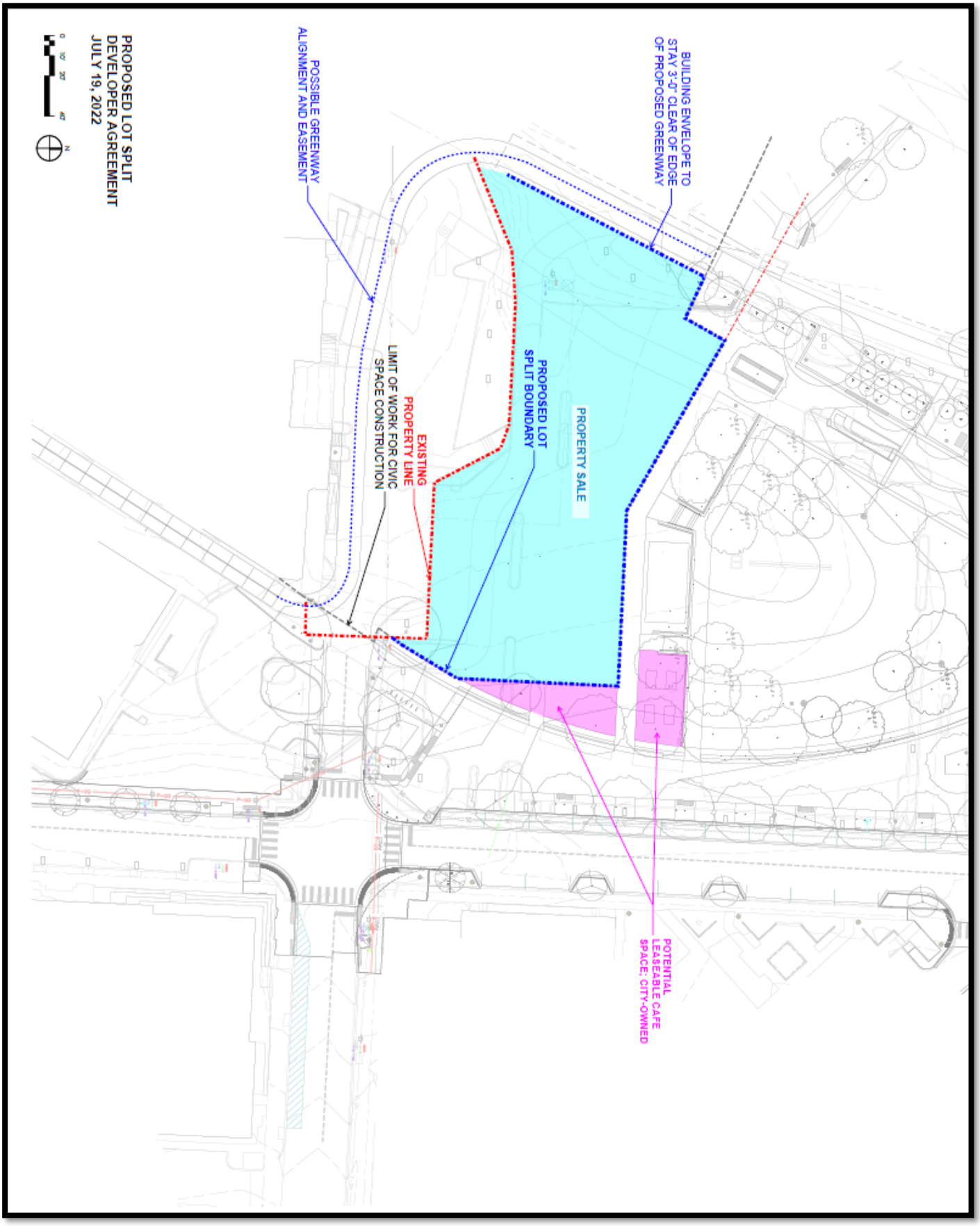
UTILITIES

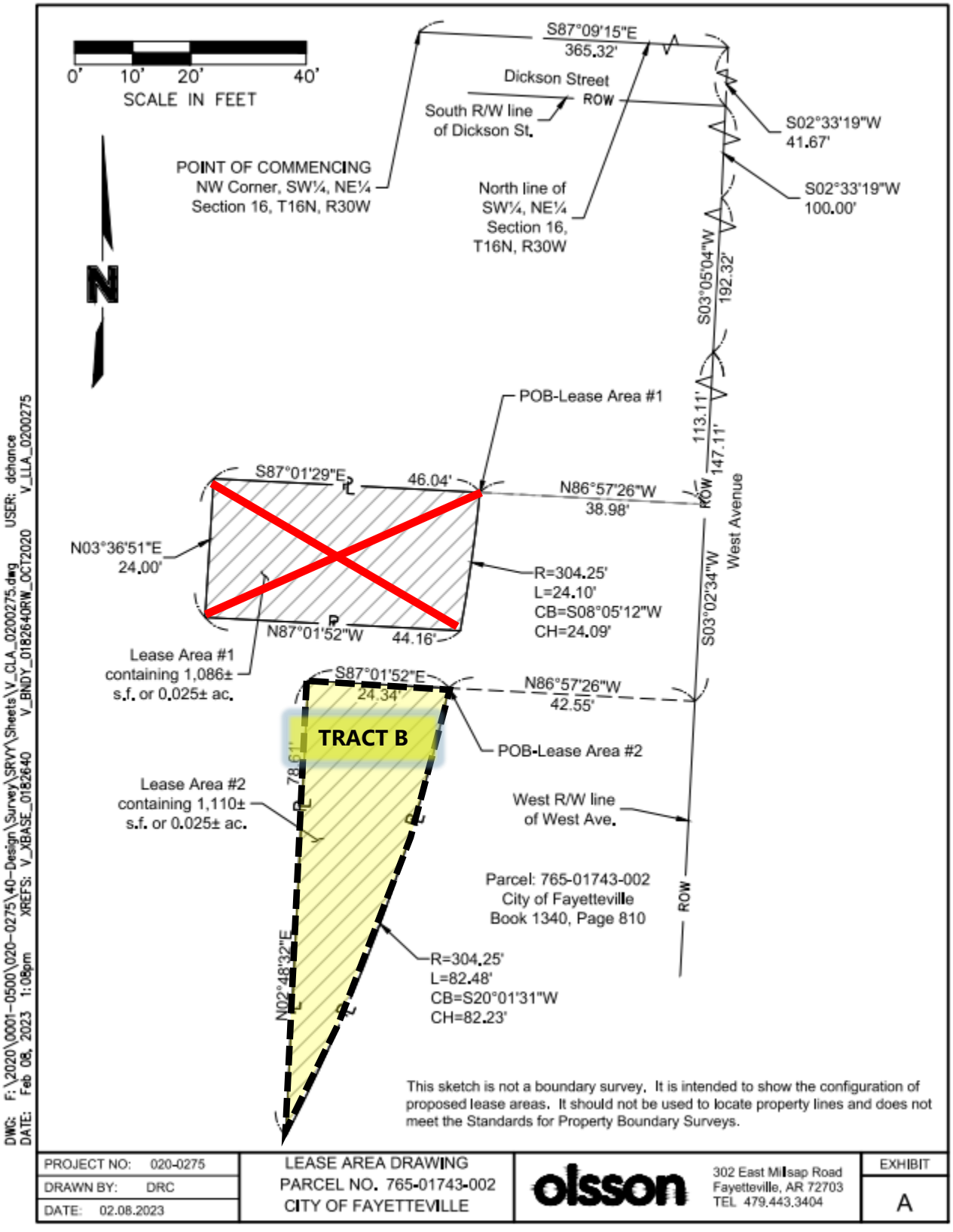

16" CIP 316.9'
18" Unk. 86.2'
6" PVC
18" Unk. 61.1'
6" PVC
223
k. 224.1'
2" PVC
8" Unk. 114.2'
18" Unk. 220.2'
251
215
6" PVC
6" PVC
12" VCP 218.4'
12" Unk 9.8'
12" PVC 107.7'
12" VCP 195.1'
509
Metro District
505
Nadine Baum Studios
4" CIP 265.4'
8" PVC
6" DIP
12" VCP 254.9'
18" PVC 118.9'
8" PVC
220
201
8" PVC
12" VCP 86
29.8'
6" DIP
3" VCP 30
4" CIP
146

PARCEL MAPS

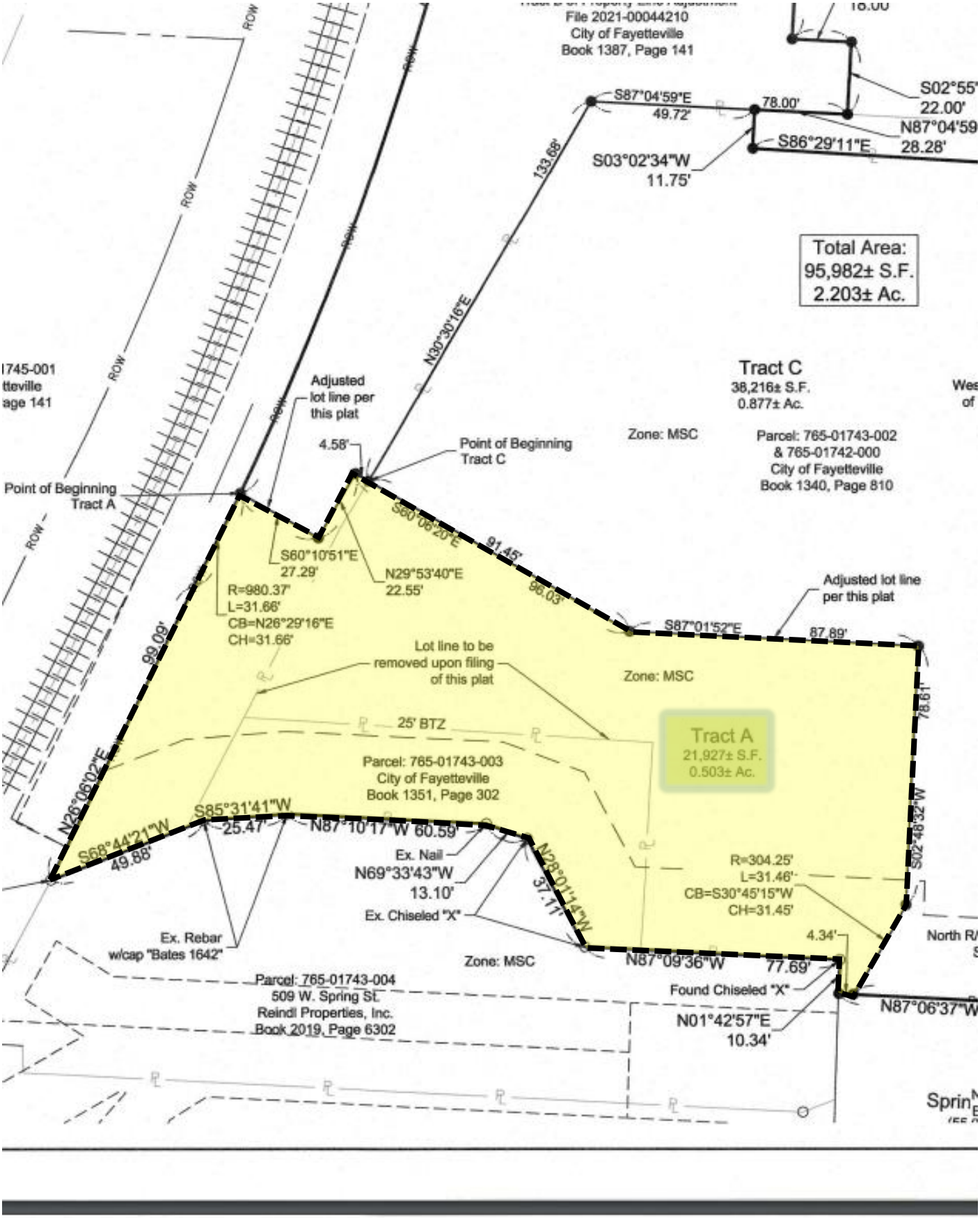

CROWNE HOLDINGS LLC
CITY OF FAYETTEVILLE
CITY OF FAYETTEVILLE
CITY OF FAYETTEVILLE
CITY OF FAYETTEVILLE
CITY OF FAYETTEVILLE
FRISCO RAILWAY
N Powell House Ave
N West Ave
N WEST AVE
251
215
CITY OF FAYETTEVILLE
Frisco Trail
FAYETTEVILLE ORIGINAL
REINDL PROPERTIES INC
Shaman Kava Bar
Vitamin & supplements store
20
Prelude Breakfast Bar
Breakfast · $$
Rolando's Restaurante
Delta 8 Fayetteville
765-28102-000
765-28082-000
765-28091-000
765-28100-000
765-28073-000
765-28083-000
765-28088-000
765-28097-000
509 LLC
Nadine Baum Studios
UNIVERSITY OF ARKANSAS Community Creative Center
CITY OF FAYETTEVILLE
Greenway
REINDL PROPERTIES INC
PROPERTIES LLC

AREAS OF ACQUISTION

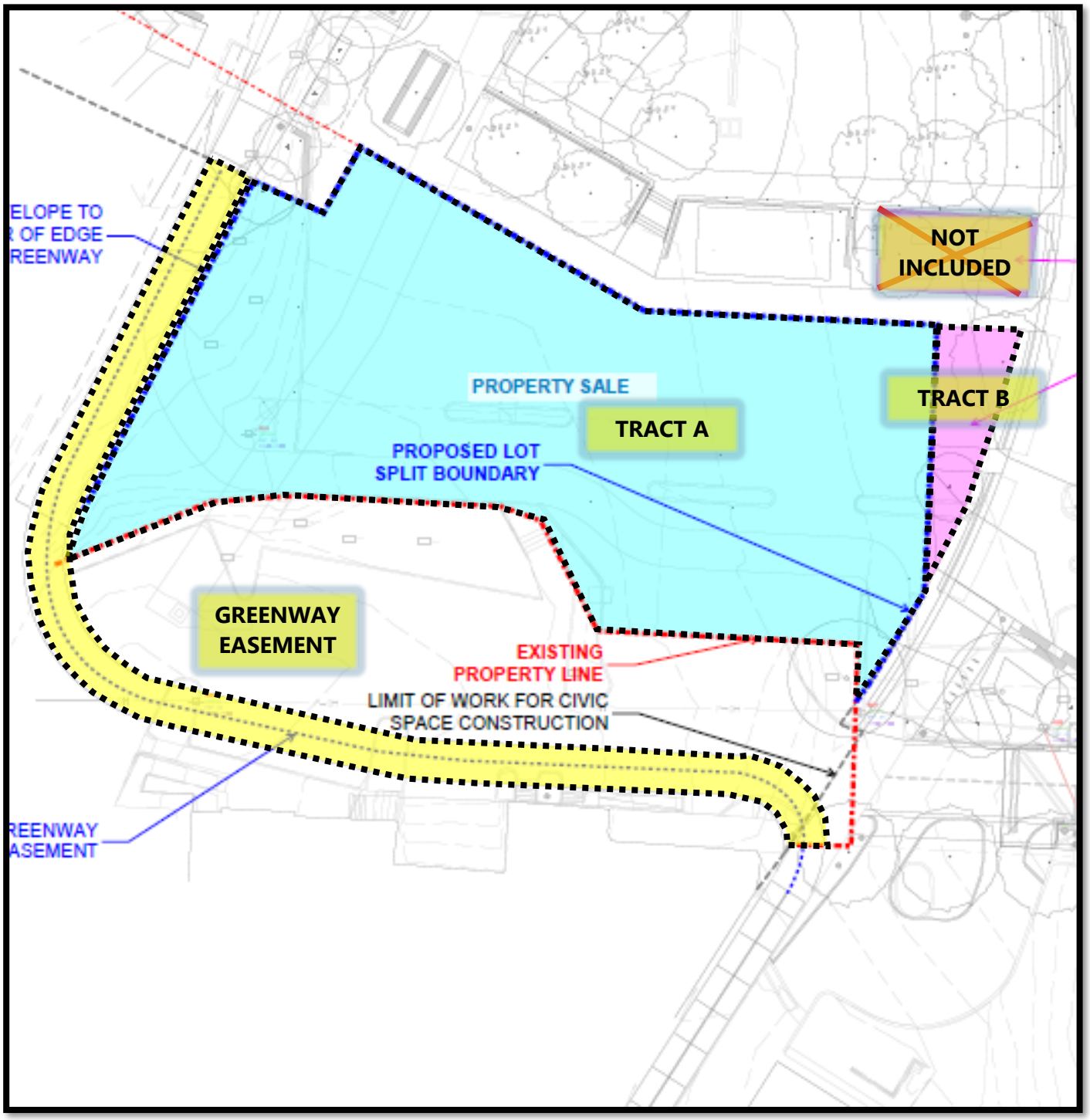



0' 10' 20' 40'
SCALE IN FEET
N
S87°09'15"E
365.32'
Dickson Street
ROW
South R/W line
of Dickson St.
POINT OF COMMENCING
NW Corner, SW¼, NE¼
Section 16, T16N, R30W
North line of
SW¼, NE¼
Section 16,
T16N, R30W
S02°33'19"W
41.67'
S02°33'19"W
100.00'
S03°05'04"W
192.32'
113.11'
147.11'
POB-Lease Area #1
S87°01'29"E
46.04'
N86°57'26"W
38.98'
ROW
West Avenue
S03°02'34"W
N03°36'51"E
24.00'
R=304.25'
L=24.10'
CB=S08°05'12"W
CH=24.09'
N87°01'52"W
44.16'
Lease Area #1
containing 1,086±
s.f. or 0.025± ac.
S87°01'52"E
24.34'
N86°57'26"W
42.55'
TRACT B
POB-Lease Area #2
78.61'
Lease Area #2
containing 1,110±
s.f. or 0.025± ac.
West R/W line
of West Ave.
Parcel: 765-01743-002
City of Fayetteville
Book 1340, Page 810
ROW
N02°48'32"E
R=304.25'
L=82.48'
CB=S20°01'31"W
CH=82.23'
This sketch is not a boundary survey. It is intended to show the configuration of proposed lease areas. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.
DWG: F:\2020\0001-0500\020-0275\40-Design\Survey\SRVY\Sheets\V_CLA_0200275.dwg USER: dchance
DATE: Feb 08, 2023 1:08pm XREFS: V_XBASE_0182640 V_BNDY_0182640RW_OCT2020 V_LLA_0200275
PROJECT NO: 020-0275
DRAWN BY: DRC
DATE: 02.08.2023
LEASE AREA DRAWING
PARCEL NO. 765-01743-002
CITY OF FAYETTEVILLE
olsson
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404
EXHIBIT
A

AREAS OF ACQUISITION



AREAS OF ACQUISITION



A survey was not provided, and the exact location of the greenway easement is unknown. An opinion of market value for the effects of the greenway easement is provided in this analysis. The greenway easement is assumed to be located within Parcel Number 765-01743-004. This parcel is currently recorded in the name of Reindl Properties, Inc. A "before" and "after" market value of the site, identified as parcel number 765-01743-004, provides difference in value as a result of effects of the greenway easement. A forthcoming section provides additional information and aerial maps for the properties analyzed in this analysis.

TRACT A / TRACT B

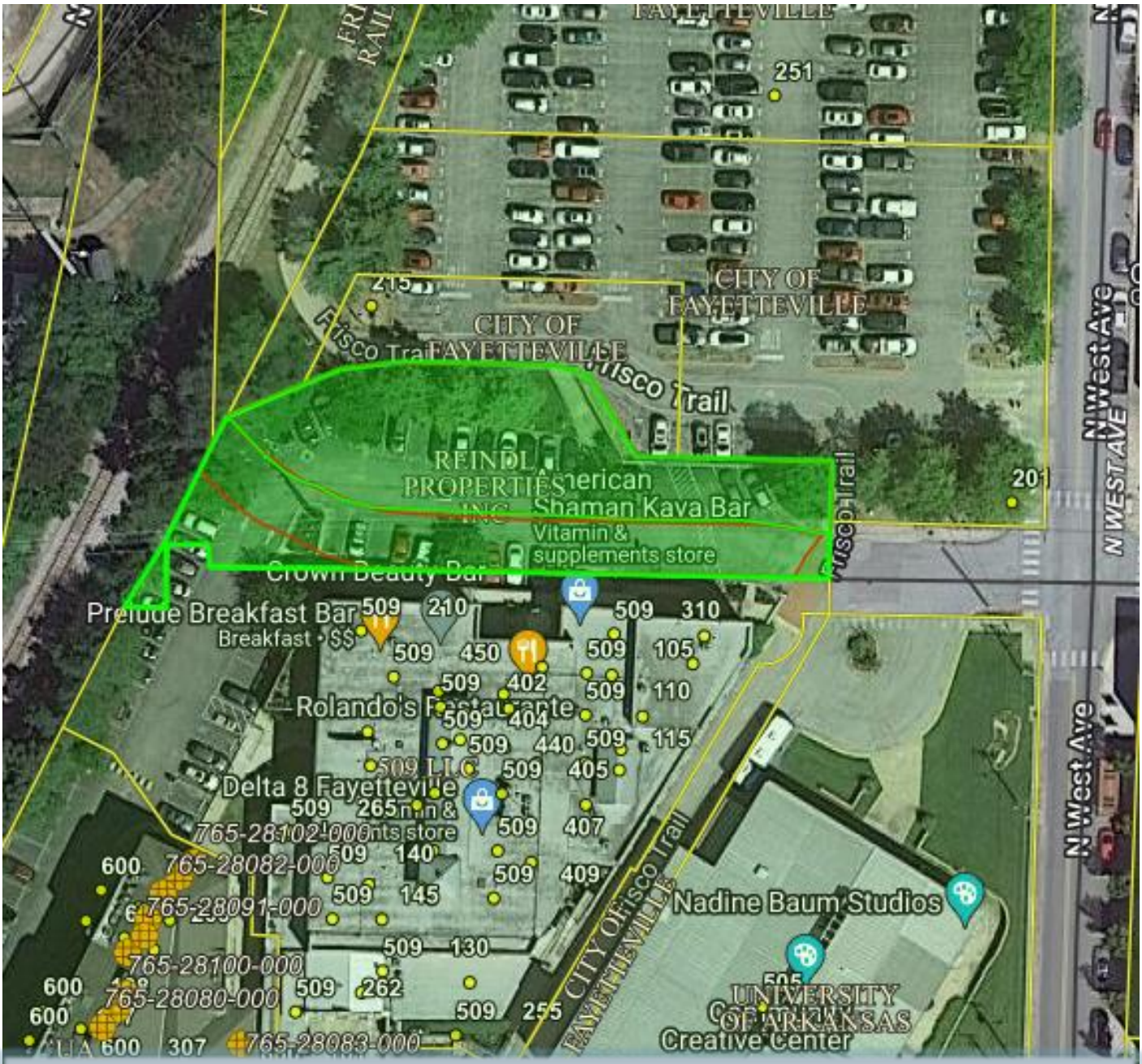
The area highlighted below includes Tract A and Tract B. These tracts are located in the downtown area of the city of Fayetteville, Washington County, Arkansas. Tract A includes approximately 21,927 square feet or 0.50 acres of land. Tract B includes approximately 1,110 square feet, or 0.03 acres of land. The size of these tracts are based on information provided by the client and assumed accurate. These tracts of land are assumed to have ingress/egress from W Spring Street. These tracts are currently used as parking lots for visitors of the Downtown Fayetteville area. The Frisco Trail borders Tract A to the west and runs through the southern part of the tract. Parking lots border the tracts to the north, south, and east. They are located in an area zoned Main Street Center (MSC) and are irregular in shape. These tracts has a topography that is mostly level. The FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. These tracts are part of a two larger or parent tracts. The Washington County Assessor identifies this property as Parcel Number 765-01743-003 and 765-01743-002. These tracts are currently owned by the city of Fayetteville with plans to sale them for redevelopment. Tract B will have deed restrictions. The deed restrictions Tract B will not allow this tract to be improved.



The area highlighted is for reference only. This area provides a general representation for the location of Tract A and Tract B and assumed correct.

TRACT C – BEFORE SITE SIZE

The area highlighted below includes Tract C. This tract will be affected by the proposed relocation of the Greenway Easement. Consequently, a "before" and after" opinion of market values are developed in this analysis. This tract is located in the downtown area of the city of Fayetteville, Washington County, Arkansas. Tract C includes approximately 16,988 square feet or 0.39 acres of land. The size is based on information provided by public records and assumed accurate. Ingress/egress is available from W Spring Street. This tract is currently used as parking for visitors of an area known as the Metro District. The Metro District is a mixed-use improvement and includes restaurants, offices, and lofts. Tract C is located in an area zoned Main Street Center (MSC) and is irregular in shape. The site has a topography that slopes away from W Spring Street. The FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. This tract includes one parcel identified by the Washington County Assessor as Parcel Number 765-01743-004. These tracts is currently recorded in the of Reindl Properties, Inc.



Tract C - "Before" Site Description

TRACT C – GREENWAY EASEMENT ASSUMED LOCATION

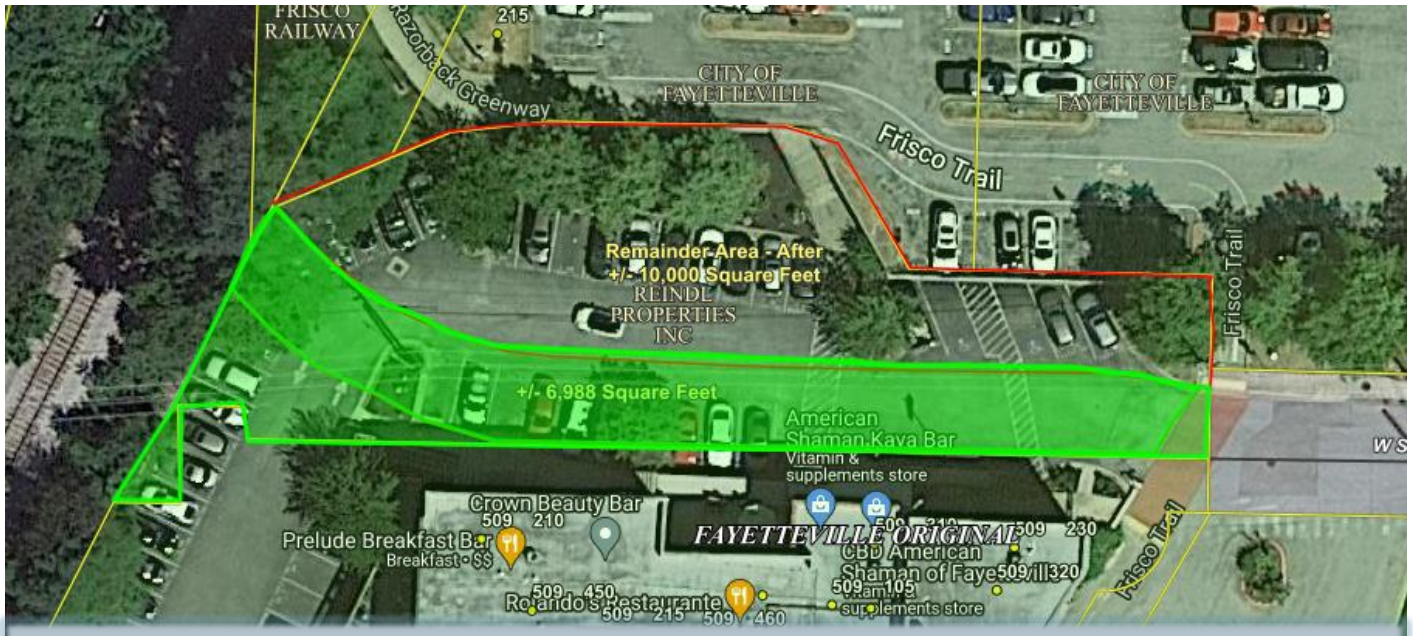
The following map provides the assumed location of the greenway location on Tract C. A survey was not provided to show the exact location. However, the estimated size and approximate location is provided. These estimates provide the basis for the location and size used in the aerial maps below. The areas outlined are for illustrative purposes only. The greenway easement is estimated to be approximately 5,520 square feet and illustrated below. These estimates are not actual survey's.

Tract C - Greenway Easement Assumed Location



The area highlighted is for reference only. This area provides a general representation for the location of the proposed easement and assumed correct.

The location of the easement limits the usefulness south of the estimated location of the greenway easement. The area south of the green way easement includes a portion of a parking lot. This area is mostly southwest of the greenway easement's estimated location. This area is highlighted in green in the aerial map below.



The area highlighted is for reference only. This area provides a general representation and assumed correct.

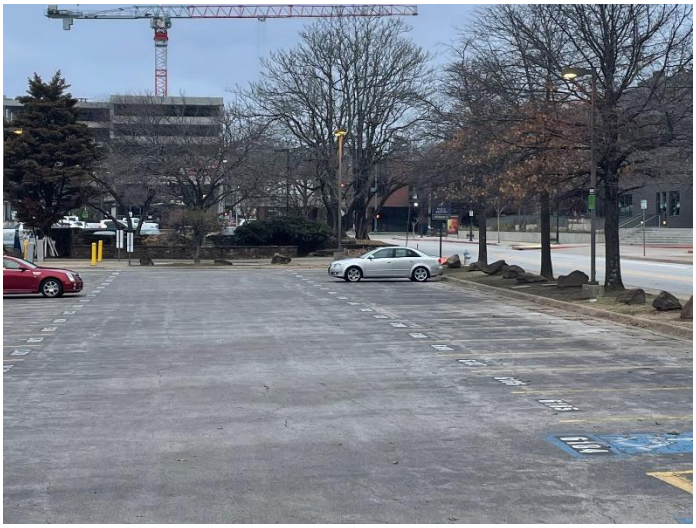
TRACT C – AFTER SITE SIZE

The area highlighted below includes the remainder area of Tract C after the greenway easement is considered. This tract provides the basis for the "after" value developed in this analysis. This tract is located in the downtown area of the city of Fayetteville, Washington County, Arkansas. The "after" size for Tract C includes approximately 10,000 square feet or 0.23 acres of land. The size is based on information provided by public records along with estimates taken from aerial maps. The size is assumed to be accurate. A survey was not provided for the greenway easement. Ingress/egress is assumed to be available from W Spring Street. This tract is currently used as parking a lot an area known as Metro District. The Metro District is a mixed-use improvement and includes restaurants, offices, and loft apartments. Tract C is located in an area zoned Main Street Center (MSC) and is irregular in shape. The site has a topography that slopes away from W Spring Street. The FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. This tract includes one parcel identified by the Washington County Assessor as Parcel Number 765-01743-004. This tract is currently recorded in the of Reindl Properties, Inc.



The area highlighted is for reference only. This area provides a general representation for the location of the ''after" for Tract C and assumed correct.

SUBJECT PHOTOGRAPHS



Site View



Site View



Site View



Site View



Site View



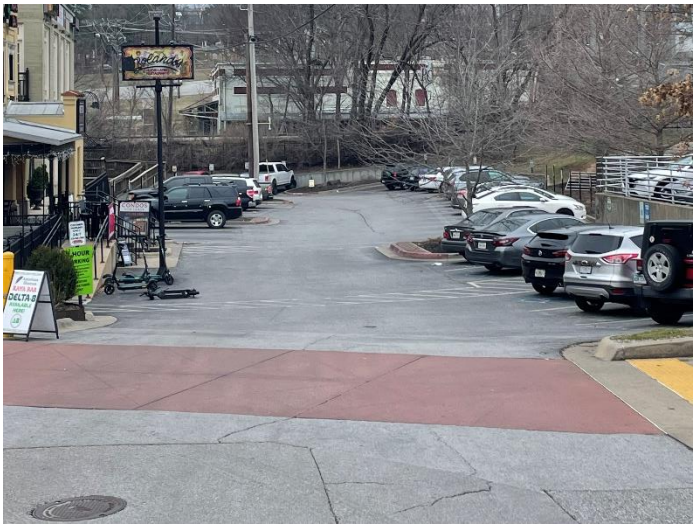
Site View



Site View



Site View



Site View



Site View



Spring Street View



N West Avenue Street View

HIGHEST & BEST USE TRACT A / TRACT B

The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 6th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2015), as follows:

> The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and best use analysis uses the following steps for the subject:

- Highest & Best Use As Vacant
- Determination of the ideal improvements
- Highest & Best Use As-Improved
- Conclusion of the Highest & Best Use

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As Vacant.

AS VACANT ANALYSIS – TRACT A / TRACT B

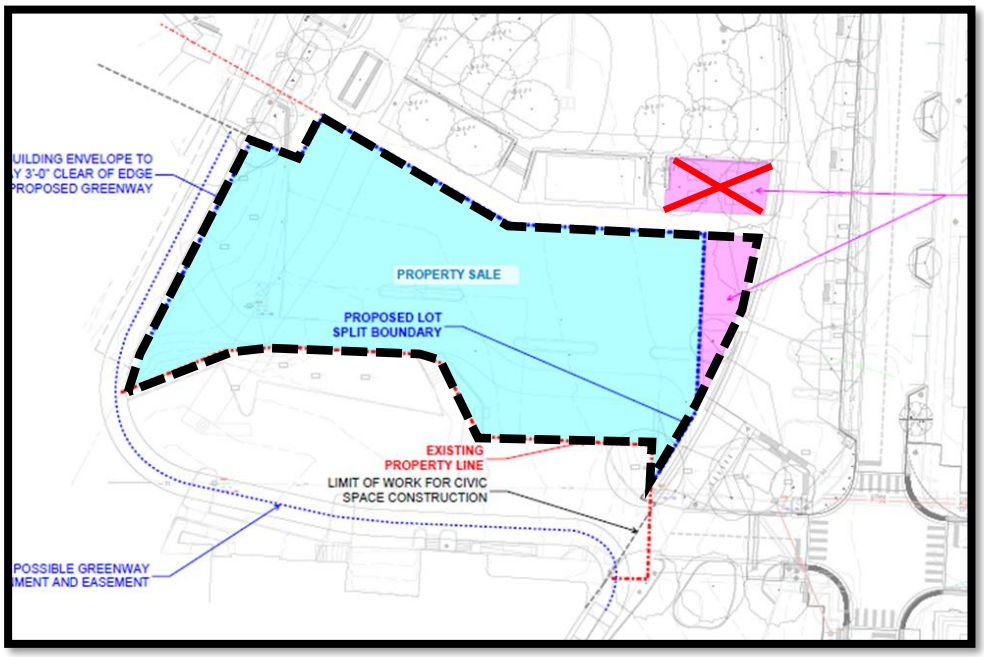
In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to Tract A and Tract B. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Th subject property is zoned Main Street Center (MSC). The City of Fayetteville will place deed restrictions on Tract B restricting the construction of any improvements. No zoning change is anticipated for the subject; therefore, uses outside of those permitted by the MSC zoning is not considered moving forward in the as vacant analysis. Commercial use is considered legally permissible.

Physically Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. Tract A includes approximately 21,927 square feet and Tract B includes approximately 1,110 square feet. Size sizes are based on information provided and assumed correct. Tract B is a small tract of land and has not utility. As a result, Tract B, highlighted in purple, is physically limited in use due to the small site size and shape. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. Due to the physical limitations of Tract B, the highest and best use is for Tract A and Tract B to be use together. Commercial use for Tract A and Tract B is considered physically possible.



Financial Feasibility

Based on the analysis of the subject's market and an examination of costs, a speculative build is not prudent, and the site should only be developed for an identified user. Commercial use is considered financially feasible.

Maximum Productivity

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as vacant is concluded to be commercial.

MOST PROBABLE BUYER – TRACT A / TRACT B

Based on the property location, it is our opinion that the most probable buyer for the subject would be a local developer. Timing is now. Marketing time is estimated at twelve (12) months or less.

AS VACANT ANALYSIS – TRACT C (BEFORE)

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Th subject property is zoned Main Street Center (MSC). No zoning change is anticipated for the subject; therefore, uses outside of those permitted by the MSC zoning is not considered moving forward in the as vacant analysis. Commercial use is considered legally permissible.

Physically Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. Tract C includes 16,988 square feet. Size sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. There are no physical limitations that would prohibit development of any of the legally permissible uses on the site. Industrial use is considered physically possible.

Financial Feasibility

Based on the analysis of the subject's market and an examination of costs, a speculative build is not prudent, and the site should only be developed for an identified user. Commercial use is considered financially feasible.

Maximum Productivity

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as vacant is concluded to be commercial.

MOST PROBABLE BUYER - TRACT C (BEFORE)

Based on the property location, it is our opinion that the most probable buyer for the subject would be a local developer. Timing is now. Marketing time is estimated at twelve (12) months or less.



AS VACANT ANALYSIS – TRACT C (AFTER)

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Th subject property is zoned Main Street Center (MSC). No zoning change is anticipated for the subject; therefore, uses outside of those permitted by the MSC zoning is not considered moving forward in the as vacant analysis. Commercial use is considered legally permissible.

Physically Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. Tract C includes 10,000 square feet in the after analysis and assumed accurate. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. This area is known as the remainder area after a greenway easement is considered. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. There are no physical limitations that would prohibit development of any of the legally permissible uses on the site. Commercial use is considered physically possible.

Financial Feasibility

Based on the analysis of the subject's market and an examination of costs, a speculative build is not prudent, and the site should only be developed for an identified user. Commercial use is considered financially feasible.

Maximum Productivity

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as vacant is concluded to be commercial.

MOST PROBABLE BUYER – TRACT C (AFTER)

Based on the property location, it is our opinion that the most probable buyer for the subject would be a local developer. Timing is now. Marketing time is estimated at twelve (12) months or less.



VALUATION METHODS

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value. It is a model that can be adapted to a wide variety of questions that relate to value. It can also be used—perhaps with some modification—to answer questions not directly related to value, as in the case of review and consulting assignments. In assignments to develop an opinion of market value, the ultimate goal of the valuation process is a well-supported value conclusion that reflects all of the pertinent factors that influence the market value of the property being appraised. To achieve this goal, the appraiser studies a property from three different viewpoints, which are referred to as the approaches to value.

LAND VALUATION

The site value is a specific scope requirement of this assignment. At the request of the Client, an estimate of site value has been developed for three different tracts of land. Three properties are valued in this analysis and labeled Tract A, Tract B, and Tract C. This analysis provides a conclusion of market value for Tract A and Tract B. Additionally, a conclusion of market value is developed for Tract C "before" and "after" a greenway easement affects the site. Consequently, three value conclusions are developed.

COST APPROACH

The Cost Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique is developed. Based on the preceding information, the Cost Approach will not be presented.

SALES COMPARISON APPROACH (IMPROVED)

The Sales Comparison Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique be developed. Based on this reasoning, the Improved Sales Comparison Approach is not presented within this appraisal.

INCOME APPROACH

The Income Approach is not a scope requirement for this assignment. The Income Approach does not result in a reliable indication of market value based on income production. Therefore, the Income Approach is not developed.

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed opinions of the as is market value (fee simple) for Tract A and Tract B along with a "before" and "after " market value (fee simple) for Tract C.

The valuation will be presented in the following order:

- Site Valuation - Tract A / Tract B
- Site Valuation - Tract C (Before)
- Site Valuation - Tract C (After)
- Value Conclusion

SITE VALUATION - TRACT A / TRACT B

This section values the subject site by comparing it with substitute land sales or listings within the local market area or in competitive areas throughout the region. Land value is influenced by a number of factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison for comparable properties is the $/SF of land area. All the comparable sales presented in this section are reported on this basis.

ADJUSTMENTS

Adjustments to the comparable land sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

1. **Property Rights:** All the sales comparable land sales were fee simple sales reflecting the property rights appraised herein per the agreed upon scope of work.
2. **Financing:** The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.
3. **Sale Conditions:** None of the comparable land sales required a condition of sale adjustment, as all are considered to be arm's length transactions.
4. **Expenditures After Sale:** Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). An adjustment for expenditures after sale is not warranted.
5. **Market Conditions (Time):** Based on research and interpretation of value trends, the analysis applies an upward market conditions adjustment of 1.0% annually.

QUANTITATIVE ADJUSTMENT PROCESS

Quantitative percentage adjustments are also made for location and physical characteristics such as size, location quality, access, exposure, as well as other applicable elements of comparison if needed. Where possible, the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective in nature and are meant to illustrate the logic in deriving a value opinion for the subject property by the Land Sales Comparison Approach.

COMPARABLE SELECTION

A thorough search was made for similar land sales in the area. The parameters of the survey were highest and best use, zoning, proximity to the subject, size, and date of sale. In selecting comparable land sales, emphasis was placed on confirming sales of sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales used represent the best comparable land sales available for this analysis.

COMPARABLE LAND SALE TABLE - TRACT A / TRACT B

The following Land Sales Comparison Table, location map, and photographs summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the land value is concluded.

LAND SALES COMPARISON TABLE TRACT A / B

	SUBJECT	COMP 1		COMP 2		COMP 3	
Address	N West Avenue	299 N Block Avenue		322 W Meadow Street		217 NW A Street	
City	Fayetteville	Fayetteville		Fayetteville		Bentonville	
State	AR	AR		AR		AR	
Zip	72701	72701		72701		72712	
County	Washington	Washington		Washington		Benton	
Parcel	765-01743-003, 765-01743-002	765-01666-000, 765-01667-000		765-01770-000		01-01808-000	
SALE INFORMATION							
Transaction Price		$1,400,000		$225,000		$535,000	
Transaction Price $/SF		$62		$44		$56	
Property Rights [1]		Fee Simple		Fee Simple		Fee Simple	
Financing [2]		Conventional		Cash to Seller		Cash to Seller	
Sale Conditions [3]		Arm's Length		Arm's Length		Arm's Length	
Expenditures After Sale [4]		$0		$0		$5,000	0.9%
Market Conditions [5]		6/23/2017	6%	5/19/2017	6%	10/4/2018	4%
Sale Status		Recorded		Recorded		Recorded	
Recording Number		2017-19901		2017-15559		L2018-16349	
Marketing Status		Open Market		Open Market		N/A	
Marketing Period (Months)		3.4 Mos.		0.0 Mos.		N/A	
Total Transactional Adjustments		$3	5%	$3	7%	$3	5%
Adjusted $/SF		**$65**		**$47**		**$59**	
PHYSICAL INFORMATION							
Square Feet	23,037	22,680		5,074		9,583	
Acres	0.53	0.52		0.12		0.22	
Location	Above Average	Good	(15%)	Average	15%	Above Average	
Access	Average	Average		Average		Average	
Exposure	Average	Average		Average		Average	
Shape	Irregular	Rectangular		Rectangular		Irregular	
Zoning	MSC	MSC		DG		DC	
Flood Zone	Zone X (Unshaded)	Zone X (Unshaded)		Zone X (Unshaded)		Zone X (Unshaded)	
Total Physical Adjustments		($10)	(15%)	$7	15%	$0	0%
Adjusted $/SF		**$55**		**$54**		**$59**	

COMPARABLE LAND SALE LOCATION MAP / PHOTOGRAPHS



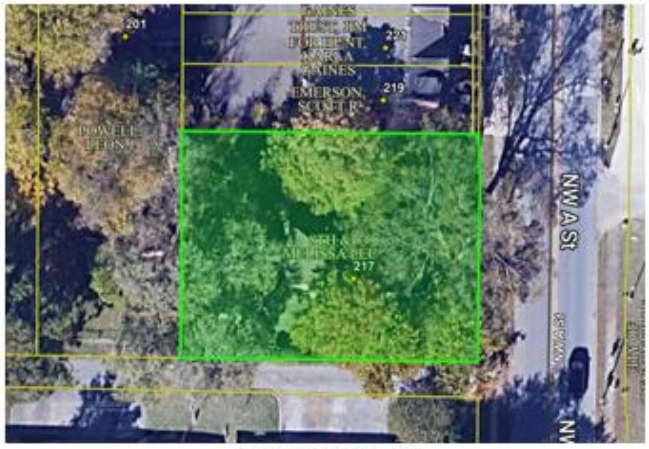
COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	299 N Block Avenue, Fayetteville, AR, 72701	0.3
COMPARABLE 2	2	322 W Meadow Street, Fayetteville, AR, 72701	0.2
COMPARABLE 3	3	217 NW A Street, Bentonville, AR, 72712	21.5



COMPARABLE 1



COMPARABLE 2



COMPARABLE 3

COMPARABLE LAND SALE DISCUSSION

The land sales indicate an overall unadjusted value range from $44/SF to $62/SF, and average of $54/SF. After adjustments, the sales indicate a narrower range for the subject site between $54/SF and $59/SF with an average of $56/SF. The adjustment process is described below and on the following pages.

Land Sale 1 ($55/SF Adjusted): This property is located in the downtown area of the city of Fayetteville, Washington County, Arkansas. It includes approximately 22,680 square feet or 0.52 acres of land. The site size is based on public records. This land is located on the southern right-of-way of Dickson Street with N Block Avenue bordering the site to the east. A portion of the site is improved with a parking lot with the remaining portion being vacant. The property is zoned Main Street Center (MSC) and is rectangular in shape. The site has a topography that is mostly level. The FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. There are two parcels included with this property. The Washington County Assessor identifies this property as Parcel Number 765-01667-000 and 765-01666-000. This property was purchased by 151 Dickson Development, LLC on June 23, 2017, for $1,400,000 as recorded under Warranty Deed 2017-19901. This property was listed with Lindsey & Associates with 101 days on the open market. The property was listed for $1,500,000 before its sale resulting in a sale-to-list price ratio of 93%. The details of this sale are listed with the Northwest Arkansas Board of Realtors, MLS database as NABOR#1041772. The property adjacent to this property was also listed for sale. The adjacent property included three parcels with approximately 39,838 square feet and a 4,342 square-foot building. The building was in poor shape and was renovated after it was purchased. It was listed for sale at $3,000,000. The buyer purchased all properties together for $4,400,000 with $1,400,000 allocated to this land. There are no sales or transfers for this property for the year previous to this sale.

Land Sale 2 ($54/SF Adjusted): This property includes vacant land in the downtown area of the city of Fayetteville, Washington County, Arkansas. It includes approximately 5,074 square feet or 0.12 acres of land. The site size is based on public records. This land is located on the southern right-of-way of Meadows Street with Shipley Alley bordering the site to the east. The property is zoned Downtown General (DG) and is rectangular in shape. The site has a topography that is mostly level. The FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. The Washington County Assessor identifies this property as Parcel Number 765-01770-000. This property was purchased by Jane H Meade on May 19, 2017, for $225,000 as recorded under Warranty Deed 2017-15559. After it was purchased, the buyer improved the site with a commercial building for office use with approximately 2,504 square feet of gross building area. This property was listed with Coldwell Banker with one day on the open market. The property was listed for $225,000 before its sale resulting in a sale-to-list price ratio of 100%. The details of this sale are listed with the Northwest Arkansas Board of Realtors, MLS database as NABOR#1047994. There are no sales or transfers for this property for the year previous to this sale.

Land Sale 3 ($59/SF Adjusted) – This property includes vacant land with approximately 9,583 square feet or 0.22 acres of land. The site size is based on public records and assumed accurate. This land is located on the western right-of-way of NW Street in the city of Bentonville, Washington County, Arkansas. The property is zoned Downtown Commercial (DC) and is rectangular in shape. The site has a level topography, and the FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. The Washington County Assessor identifies this property as Parcel Number 01-01808-000. This property was purchased by 8th & Melissa, LLC in 2018 for a reported $535,000 as recorded under Deed L2018-54065. This property sold previously on March 21, 2018, for $350,000. The details of these transaction are unknown and verified using public records.

LAND VALUE CONCLUSION - TRACT A TRACT B

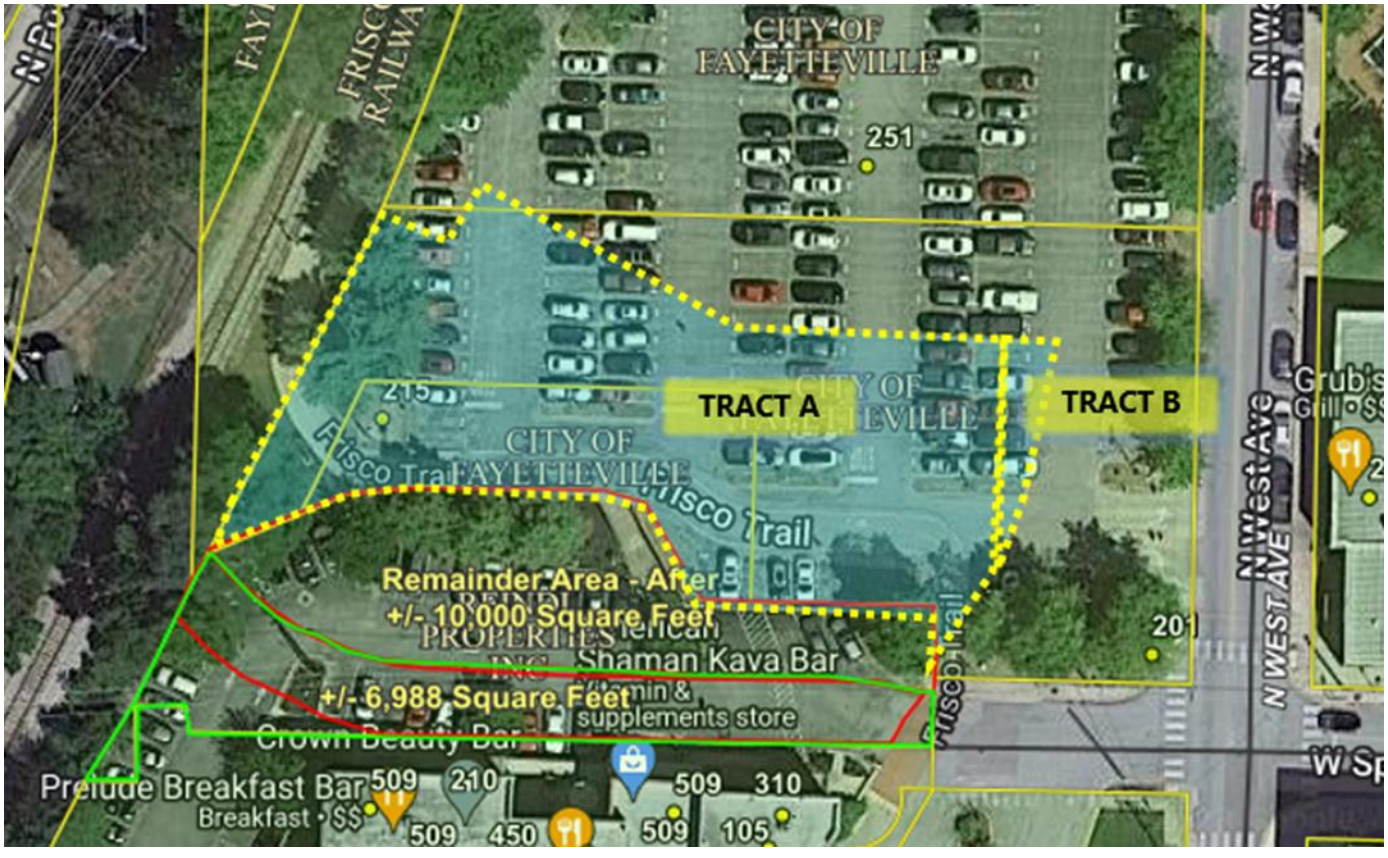
Three closed sales are included in this analysis. Land sales similar in location, size, access, and flood designation are used to develop a value indication. Sale 1 is located on Dickson Street and requires a downward adjustment. Sale 2 is located farther away from the entertainment district along Dickson Street and requires an upward adjustment. The comparables in this analysis provide a reliable indication of value. The comparables indicate a unit value, based on a general bracketing analysis, between $54/SF and $59/SF. A value indication near the bottom of the range is warranted due to the deed restrictions on a portion attached to Tract B. Based on the subject's overall locational and physical features, a unit value conclusion of $55/SF is supported. The following table summarizes the comparable land sales analysis.

LAND SALES COMPARISON APPROACH CONCLUSION (SF)

	TRANSACTION PRICE	ADJUSTMENT TRANSACTIONAL[1]	ADJUSTED	PROPERTY[2]	FINAL	NET ADJ	GROSS ADJ
1	$62	5%	$65	(15%)	$55	(11%)	21%
2	$44	7%	$47	15%	$54	23%	21%
3	$55.83	5%	$59	0%	$59	6%	5%
HIGH	*$62*	*7%*	*$65*	*15%*	*$59*	*23%*	*21%*
AVG	*$54*	*6%*	*$57*	*0%*	*$56*	*6%*	*16%*
MED	*$56*	*5%*	*$59*	*0%*	*$55*	*6%*	*21%*
LOW	*$44*	*5%*	*$47*	*(15%)*	*$54*	*(11%)*	*5%*

	SUBJECT SF		$/SF		VALUE
Total Land Area (Tract A / B)	23,037	x	$55	=	$1,267,035
INDICATED VALUE (ROUNDED TO NEAREST $5,000)			$55		$1,265,000

[1]Cumulative [2]Additive



COMPARABLE LAND SALE TABLE – TRACT C (BEFORE)

The following Land Sales Comparison Table, location map, and photographs summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the site value is concluded.

LAND SALES COMPARISON TABLE - TRACT C

	SUBJECT	COMP 1		COMP 2		COMP 3	
Address	N West Avenue	299 N Block Avenue		322 W Meadow Street		217 NW A Street	
City	Fayetteville	Fayetteville		Fayetteville		Bentonville	
State	AR	AR		AR		AR	
Zip	72701	72701		72701		72712	
County	Washington	Washington		Washington		Benton	
Parcel	765-01743-004	765-01666-000, 765-01667-000		765-01770-000		01-01808-000	
SALE INFORMATION							
Transaction Price		$1,400,000		$225,000		$535,000	
Transaction Price $/SF		$62		$44		$56	
Property Rights [1]		Fee Simple		Fee Simple		Fee Simple	
Financing [2]		Conventional		Cash to Seller		Cash to Seller	
Sale Conditions [3]		Arm's Length		Arm's Length		Arm's Length	
Expenditures After Sale [4]		$0		$0		$5,000	0.9%
Market Conditions [5]		6/23/2017	6%	5/19/2017	6%	10/4/2018	4%
Sale Status		Recorded		Recorded		Recorded	
Recording Number		2017-19901		2017-15559		L2018-16349	
Marketing Status		Open Market		Open Market		N/A	
Marketing Period (Months)		3.4 Mos.		0.0 Mos.		N/A	
Total Transactional Adjustments		$3	5%	$3	7%	$3	5%
Adjusted $/SF		**$65**		**$47**		**$59**	
PHYSICAL INFORMATION							
Square Feet	16,988	22,680		5,074		9,583	
Acres	0.39	0.52		0.12		0.22	
Location	Above Average	Good	(15%)	Average	15%	Above Average	
Access	Average	Average		Average		Average	
Exposure	Average	Average		Average		Average	
Shape	Irregular	Rectangular		Rectangular		Irregular	
Zoning	MSC	MSC		DG		DC	
Flood Zone	Zone X (Unshaded)	Zone X (Unshaded)		Zone X (Unshaded)		(Unshaded)	
Total Physical Adjustments		($10)	(15%)	$7	15%	$0	0%
Adjusted $/SF		**$55**		**$54**		**$59**	

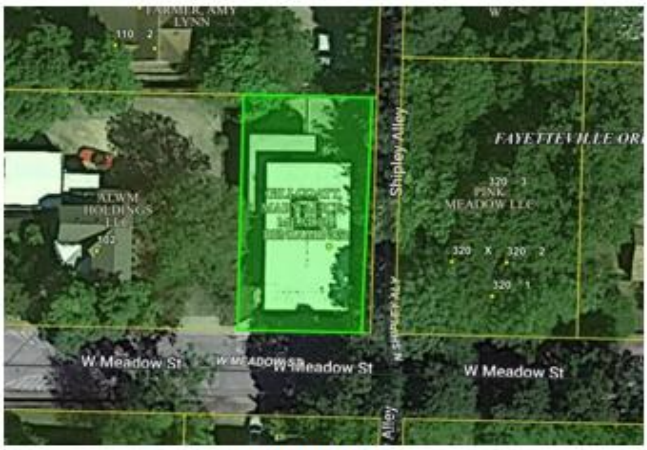
COMPARABLE LAND SALE LOCATION MAP / PHOTOGRAPHS



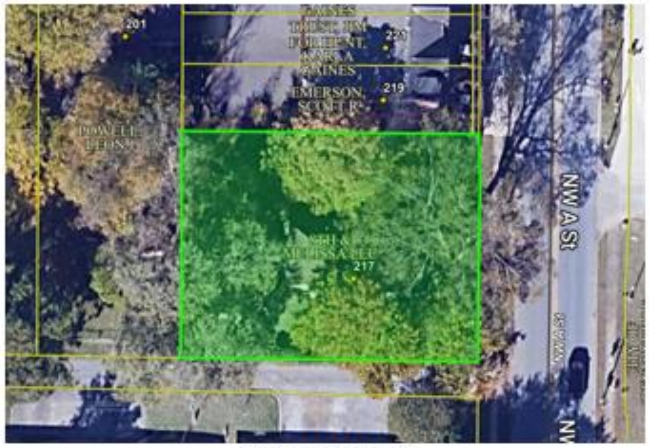
COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	299 N Block Avenue, Fayetteville, AR, 72701	0.3
COMPARABLE 2	2	322 W Meadow Street, Fayetteville, AR, 72701	0.2
COMPARABLE 3	3	217 NW A Street, Bentonville, AR, 72712	21.5



COMPARABLE 1



COMPARABLE 2



COMPARABLE 3

COMPARABLE LAND SALE DISCUSSION

The comparable land sales indicate an overall unadjusted value range from $3.61/SF to $9.20/SF, and average of $6.30/SF. After adjustments, the comparables indicate a narrower range for the subject site between $5.34/SF and $6.40/SF with an average of $5.92/SF. The adjustment process is described below.

Land Sale 1 ($55/SF Adjusted) – This property is located in the downtown area of the city of Fayetteville, Washington County, Arkansas. It includes approximately 22,680 square feet or 0.52 acres of land. The site size is based on public records. This land is located on the southern right-of-way of Dickson Street with N Block Avenue bordering the site to the east. A portion of the site is improved with a parking lot with the remaining portion being vacant. The property is zoned Main Street Center (MSC) and is rectangular in shape. The site has a topography that is mostly level. The FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. There are two parcels included with this property. The Washington County Assessor identifies this property as Parcel Number 765-01667-000 and 765-01666-000. This property was purchased by 151 Dickson Development, LLC on June 23, 2017, for $1,400,000 as recorded under Warranty Deed 2017-19901. This property was listed with Lindsey & Associates with 101 days on the open market. The property was listed for $1,500,000 before its sale resulting in a sale-to-list price ratio of 93%. The details of this sale are listed with the Northwest Arkansas Board of Realtors, MLS database as NABOR#1041772. The property adjacent to this property was also listed for sale. The adjacent property included three parcels with approximately 39,838 square feet and a 4,342 square-foot building. The building was in poor shape and was renovated after it was purchased. It was listed for sale at $3,000,000. The buyer purchased all properties together for $4,400,000 with $1,400,000 allocated to this land. There are no sales or transfers for this property for the year previous to this sale.

Land Sale 2 ($54/SF Adjusted) – This property includes vacant land in the downtown area of the city of Fayetteville, Washington County, Arkansas. It includes approximately 5,074 square feet or 0.12 acres of land. The site size is based on public records. This land is located on the southern right-of-way of Meadows Street with Shipley Alley bordering the site to the east. The property is zoned Downtown General (DG) and is rectangular in shape. The site has a topography that is mostly level. The FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. The Washington County Assessor identifies this property as Parcel Number 765-01770-000. This property was purchased by Jane H Meade on May 19, 2017, for $225,000 as recorded under Warranty Deed 2017-15559. After it was purchased, the buyer improved the site with a commercial building for office use with approximately 2,504 square feet of gross building area. This property was listed with Coldwell Banker with one day on the open market. The property was listed for $225,000 before its sale resulting in a sale-to-list price ratio of 100%. The details of this sale are listed with the Northwest Arkansas Board of Realtors, MLS database as NABOR#1047994. There are no sales or transfers for this property for the year previous to this sale.

Land Sale 3 ($59/SF Adjusted) – This property includes vacant land with approximately 9,583 square feet or 0.22 acres of land. The site size is based on public records and assumed accurate. This land is located on the western right-of-way of NW Street in the city of Bentonville, Washington County, Arkansas. The property is zoned Downtown Commercial (DC) and is rectangular in shape. The site has a level topography, and the FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. The Washington County Assessor identifies this property as Parcel Number 01-01808-000. This property was purchased by 8th & Melissa, LLC in 2018 for a reported $535,000 as recorded under Deed L2018-54065. This property sold previously on March 21, 2018, for $350,000. The details of these transaction are unknown and verified using public records..

LAND VALUE CONCLUSION - TRACT C (BEFORE)

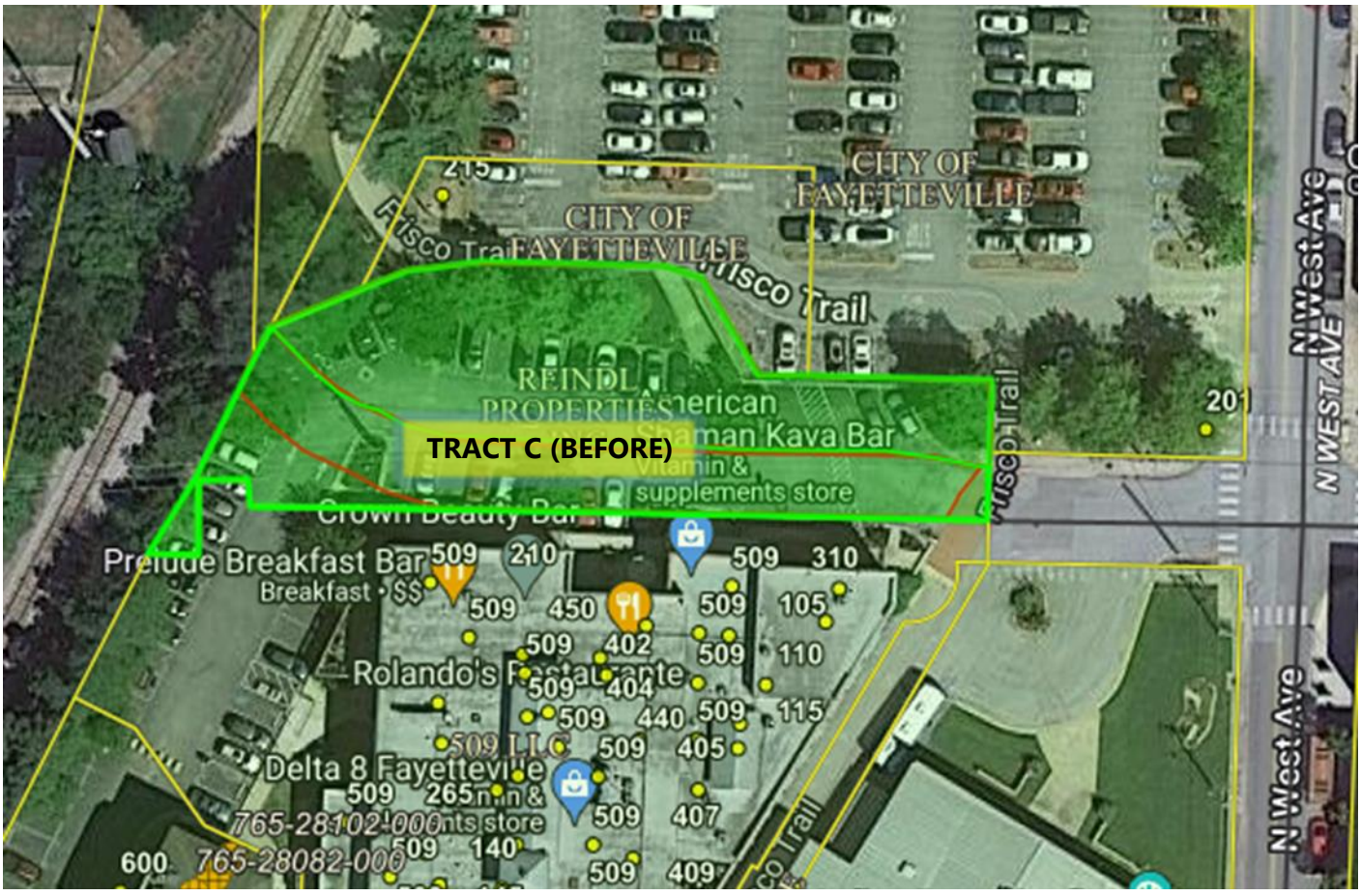
The comparables indicate a unit value, based on a general bracketing analysis, between $54/SF and $59/SF. Sale 1 is located on Dickson Street and requires a downward adjustment. Sale 2 is located farther away from the entertainment district along Dickson Street and requires an upward adjustment. Based on the subject's overall locational and physical features, a unit value conclusion of $55/SF is supported. The following table summarizes the comparable land sales analysis and applies the unit value conclusion to the site area to provide an indication of the as-vacant land value.

LAND SALES COMPARISON APPROACH CONCLUSION (SF)

	TRANSACTION	ADJUSTMENT				NET	GROSS
	PRICE	TRANSACTIONAL[1]	ADJUSTED	PROPERTY[2]	FINAL	ADJ	ADJ
1	$62	5%	$65	(15%)	$55	(11%)	21%
2	$44	7%	$47	15%	$54	23%	21%
3	$55.83	5%	$59	0%	$59	6%	5%
HIGH	*$62*	*7%*	*$65*	*15%*	*$59*	*23%*	*21%*
AVG	*$54*	*6%*	*$57*	*0%*	*$56*	*6%*	*16%*
MED	*$56*	*5%*	*$59*	*0%*	*$55*	*6%*	*21%*
LOW	*$44*	*5%*	*$47*	*(15%)*	*$54*	*(11%)*	*0%*

	SUBJECT SF		$/SF		VALUE
Total Land Area (Tract C - Before)	16,988	x	$55	=	$934,340
INDICATED VALUE (ROUNDED TO NEAREST $5,000)			$55		$935,000

[1]Cumulative [2]Additive



COMPARABLE LAND SALE TABLE – TRACT C (AFTER)

The following Land Sales Comparison Table, location map, and photographs summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the site value is concluded.

LAND SALES COMPARISON TABLE - TRACT C

	SUBJECT	COMP 1		COMP 2		COMP 3	
Address	N West Avenue	299 N Block Avenue		322 W Meadow Street		217 NW A Street	
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Zip	72701	72701		72701		72712	
County	Washington	Washington		Washington		Benton	
Parcel	765-01743-004	765-01666-000, 765-01667-000		765-01770-000		01-01808-000	
SALE INFORMATION							
Transaction Price		$1,400,000		$225,000		$535,000	
Transaction Price $/SF		$62		$44		$56	
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Marketing Period (Months)		3.4 Mos.		0.0 Mos.		N/A	
Total Transactional Adjustments		$3	5%	$3	7%	$3	5%
Adjusted $/SF		**$65**		**$47**		**$59**	
PHYSICAL INFORMATION							
Square Feet	10,000	22,680		5,074		9,583	
Acres	0.39	0.52		0.12		0.22	
Location	Above Average	Good	(15%)	Average	15%	Above Average	
Access	Average	Average		Average		Average	
Exposure	Average	Average		Average		Average	
Shape	Irregular	Rectangular		Rectangular		Irregular	
Zoning	MSC	MSC		DG		DC	
Flood Zone	Zone X (Unshaded)	Zone X (Unshaded)		Zone X (Unshaded)		(Unshaded)	
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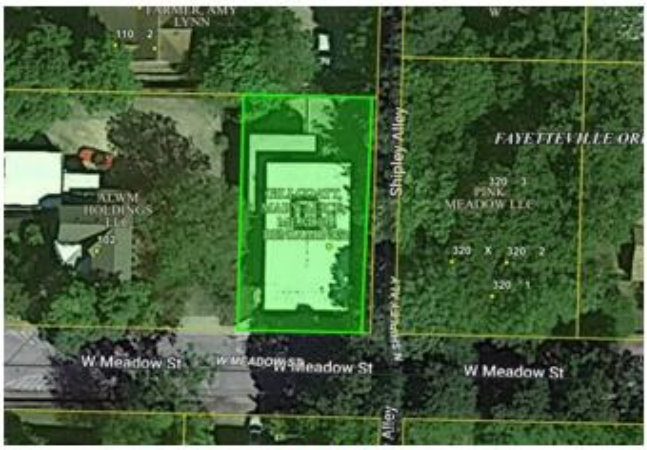
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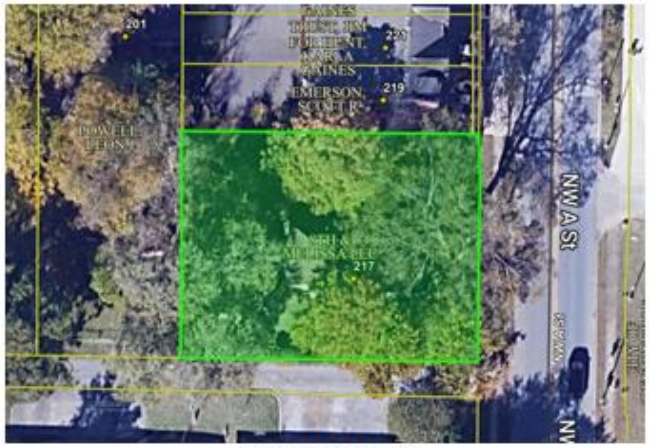
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COMPARABLE 1



COMPARABLE 2



COMPARABLE 3

COMPARABLE LAND SALE DISCUSSION

The comparable land sales indicate an overall unadjusted value range from $3.61/SF to $9.20/SF, and average of $6.30/SF. After adjustments, the comparables indicate a narrower range for the subject site between $5.34/SF and $6.40/SF with an average of $5.92/SF. The adjustment process is described below.

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Land Sale 3 ($59/SF Adjusted) – This property includes vacant land with approximately 9,583 square feet or 0.22 acres of land. The site size is based on public records and assumed accurate. This land is located on the western right-of-way of NW Street in the city of Bentonville, Washington County, Arkansas. The property is zoned Downtown Commercial (DC) and is rectangular in shape. The site has a level topography, and the FEMA Flood Map Services Center indicates that the property is located within the Flood Zone X (Unshaded) boundary. The Washington County Assessor identifies this property as Parcel Number 01-01808-000. This property was purchased by 8th & Melissa, LLC in 2018 for a reported $535,000 as recorded under Deed L2018-54065. This property sold previously on March 21, 2018, for $350,000. The details of these transaction are unknown and verified using public records.

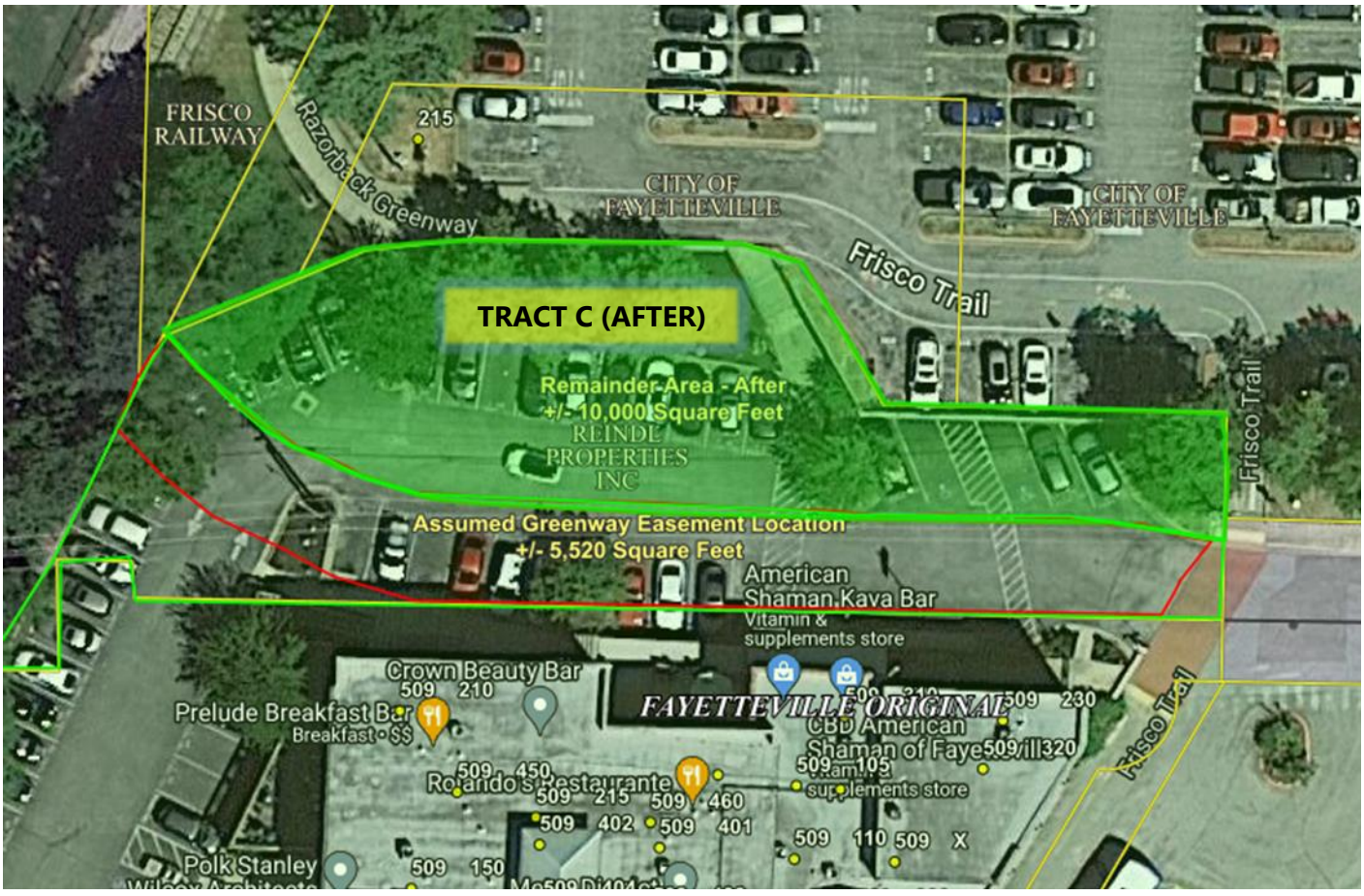
LAND VALUE CONCLUSION - TRACT C (AFTER)

The comparables indicate a unit value, based on a general bracketing analysis, between $54/SF and $59/SF. Sale 1 is located on Dickson Street and requires a downward adjustment. Sale 2 is located farther away from the entertainment district along Dickson Street and requires an upward adjustment. Based on the subject's overall locational and physical features, a unit value conclusion of $55/SF is supported. The following table summarizes the comparable land sales analysis and applies the unit value conclusion to the site area to provide an indication of the as-vacant land value.

LAND SALES COMPARISON APPROACH CONCLUSION (SF)							
	TRANSACTION	ADJUSTMENT				NET	GROSS
	PRICE	TRANSACTIONAL[1]	ADJUSTED	PROPERTY[2]	FINAL	ADJ	ADJ
1	$62	5%	$65	(15%)	$55	(11%)	21%
2	$44	7%	$47	15%	$54	23%	21%
3	$55.83	5%	$59	0%	$59	6%	5%
HIGH	*$62*	*7%*	*$65*	*15%*	*$59*	*23%*	*21%*
AVG	*$54*	*6%*	*$57*	*0%*	*$56*	*6%*	*16%*
MED	*$56*	*5%*	*$59*	*0%*	*$55*	*6%*	*21%*
LOW	*$44*	*5%*	*$47*	*(15%)*	*$54*	*(11%)*	*0%*

	SUBJECT SF		$/SF		VALUE
Total Land Area (Tract C - After)	10,000	x	$55	=	$550,000
INDICATED VALUE (ROUNDED TO NEAREST $5,000)			$55		$550,000

[1]Cumulative [2]Additive



VALUE CONCLUSION

The final step in the appraisal process is reconciling the values into one value conclusion. A discussion of the value conclusion leads to the market value (fee simple) for Tract A and Tract B along with a "before" and "after " market value (fee simple) for Tract C

The site value is a specific scope requirement of this assignment. At the request of the Client, an estimate of site value has been developed for three different tracts of land. Three properties are valued in this analysis and labeled Tract A, Tract B, and Tract C. This analysis provides a conclusion of market value for Tract A and Tract B. Additionally, a conclusion of market value is developed for Tract C "before" and "after" a greenway easement affects the site. Consequently, three value conclusions are developed. The Income Approach is not a scope requirement for this assignment. The Income Approach does not result in a reliable indication of market value based on income production. Therefore, the Income Approach is not developed.

There are three tracts of land included in this analysis. These properties are located west of N West Avenue, south of Dickson Street, west of Frisco Railway, and north of Walton Arts Center. These tracts are described as Tract A, Tract B, and Tract C for this analysis. Tract A includes approximately 21,927 square feet; Tract B includes approximately 1,110 square feet; Tract C includes 16,988 square feet. The City of Fayetteville is wanting to relocate a greenway easement within Tract C. Site sizes are based on information provided or public records and assumed correct. These tracts are in downtown Fayetteville and are currently used as parking lots. They are zoned Main Street Center (MSC) in the Fayetteville Downtown district. A preliminary title report was not available for review. The property is within Census Tract No. 05-143-011302.

City of Fayetteville is the only intended user of this report. No third parties are authorized to rely on this appraisal report without the express written consent of Ferstl Valuation Services. The intended use of this appraisal is to assist the client in making internal business decisions related to this asset. No other use is authorized for this appraisal report.

The purpose of this appraisal report is to develop opinions of the market value (fee simple) for Tract A and Tract B along with a "before" and "after " market value (fee simple) for Tract C. This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP), and the appraisal request of the client. The following table provides the opinion of value developed in the analysis.

MARKET VALUE CONCLUSION

VALUATION SCENARIO	INTEREST APPRAISED	DATE	VALUE
Tract A / Tract B Market Value	Fee Simple	February 10, 2023	$1,265,000
Tract C - Acquisition Value	Fee Simple	February 10, 2023	$385,000

APPRAISER CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signers of this report have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Brad Tharp, MAI, SRA, J.T. Ferstl, J.D., MAI, and Stephen Tharp, SRA have not performed services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- Stephen Tharp, SRA inspected the property that is the subject of this report. Brad Tharp, MAI, SRA and J.T. Ferstl, J.D., MAI did not inspect the subject property.
- No one provided significant real property appraisal assistance to the appraisers signing the certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Brad Tharp, MAI, SRA has completed the continuing education program for Designated Members of the Appraisal Institute.

As of the date of this report, Stephen Tharp, SRA has completed the continuing education program for Designated Members of the Appraisal Institute.

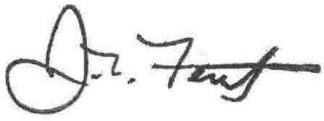
As of the date of this report, J.T. Ferstl, J.D., MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Brad Tharp, MAI, SRA
Certified General Real Estate Appraiser
State of Arkansas License No. 3734
Expiration Date: 6/30/2023



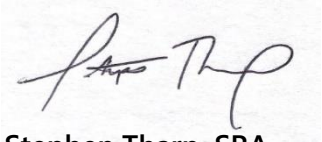
Report Date
March 6, 2023



J.T. Ferstl, J.D., MAI
Certified General Real Estate Appraiser
State of Arkansas License No. 1750
Expiration Date: 6/30/2023



Report Date
March 6, 2023



Stephen Tharp, SRA
Certified Residential Real Estate Appraiser
State of Arkansas License No. 4331
Expiration Date: 6/30/2023



Report Date
March 6, 2023

ASSUMPTIONS & LIMITING CONDITIONS

This Appraisal Report, Letter of Transmittal, and Opinion of Value are hereby made expressively subject to the following Assumptions and Limiting Conditions, and Special Limiting Conditions which may be contained elsewhere in the appraisal report are hereby incorporated herein by reference.

General Assumptions

- That the legal description, as furnished, is correct; and that the title to the property is good and merchantable. All existing liens and encumbrances, if any, have been disregarded and the property is appraised as though free and clear, under responsible ownership and reasonably competent management.
- That the land dimensions, as taken from available maps, plats and/or surveys are correct. This appraisal is subject to whatever may be revealed by a current, competent survey. It has been assumed that those visible and apparent monuments are correct, and that there are no encroachments.
- That the present zoning of the property was verified with local planning officials, but the appraiser cannot be responsible for any error reported by the city officials and/or city staff. Since the Zoning Ordinance is lengthy, the appraiser cannot be responsible for a complete description of the zoning regulations. Zoning Ordinance rules should be obtained by all interested parties for review of restrictions and limitations of use.
- That no adverse soil conditions exist, nor any latent defects in structural components of the improvements; and therefore, no representations regarding such are made herein in this report unless specifically stated; and that the value estimated is subject to any conditions becoming manifest. The condition of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements (unless otherwise stated). Equipment inspections are the sole responsibility of the client.
- That certain opinions, estimates, data, and statistics, furnished by others in the course of this investigation are correct; all such having been obtained from sources thought to be reliable, but we assume no responsibility for their accuracy.

Limiting Conditions

- The appraiser(s) is not responsible for any matters legal in character, nor is any opinion rendered as to title, which is assumed to be good and merchantable.
- This appraisal report is to be used in whole and not in part.
- This analysis and estimate of value are made for the exclusive use and benefit of the person, persons, or firm to whom it is addressed; and possession of this report or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose or function other than that herein outlined as such purpose, nor by any other than the client(s) for whom it is prepared, without the prior written consent of the appraiser and/or said client(s), and in any event only the entire appraisal report may be used, and no part shall be taken or used out of context with the whole; however, the appraisal report represents the opinion, only of the appraiser(s) and no statement or figure therein set forth is to be considered otherwise.
- No feasibility or land study has been made by, nor has such been furnished to appraiser.
- Maps, plats, sketches, photographs, and the like, are included in this report for the sole purpose of aiding the reader to visualize the property and their accuracy is not warranted.
- This appraisal report does not contemplate any court action, nor does it obligate the appraiser(s) whose name(s) is/are affixed thereto, to give any testimony to a Commissioner, Arbitrator, or other individual, body or agency. If court action or appearance later becomes advisable and/or necessary in the interest of the client(s) to whom this report is addressed, the terms for such additional service shall be negotiated as a separate contract.
- Disclosure of the contents of this is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute or the MAI or SRA designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior consent and approval of the author. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

Special Assumptions & Limiting Conditions

- **Limit of Liability:** There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies present in the property.
- **Copies, Publications, Distribution, Use of Report:** Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by each Member or Candidate; except as hereinafter provided, the client may distribute copies of this analysis report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this analysis report. Neither all nor any part of this analysis report shall be disseminated to the general public by the use of advertising media, public relations, news, sales, or other media for public communication without prior written consent of appraiser.
- **Confidentiality:** This analysis is to be used only in its entirety. All conclusions and opinions of the analysis set forth in the report were prepared by the appraiser(s) whose signature(s) appear on the analysis report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made. The appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.
- **Information Used:** No responsibility is assumed for accuracy of information furnished by or from others, the client, their designee, realtors, or public records. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification within these categories as a prerequisite to any transaction involving sale, lease, or other significant commitment of subject property, and that such verification be performed by the appropriate specialists.
- **Testimony, Consultation, Completion of Contract for Appraisal Services:** The contract for appraisal, consultation, or analytical service, is fulfilled and the total fee payable upon completion of the appraisal report. The appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee.
- **Exhibits:** The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown as being prepared by a professional surveyor.
- **Legal, Engineering, Financial, and Soil:** No responsibility is assumed for matters legal in character or nature, nor matters of survey. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is analyzed as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the appraiser. Please note that no advice is given regarding soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance), and such. The buyer and seller should inspect the property before any disbursement of funds. The appraiser has inspected as far as possible, by observation, the land; however, it was not possible to personally observe conditions beneath the soil. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. If the Appraiser has not been supplied with a current survey, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above-mentioned items.

The appraiser assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

- **Legality of Use:** The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
- **Auxiliary & Related Studies:** No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent such study or analysis, or previous study, or factual information as to market or subject, or analysis subsequently becoming known to him.
- **Value Change, Dynamic Market, Influences:** The estimated market value is subject to change with market changes over time; value is highly related to exposure time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace. The "Estimate of Market Value" in the report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised. The Appraiser reserves the right to alter the opinion of value on the basis of any information withheld or not discovered in the original normal course of a diligent investigation.
- **Fee:** The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report.
- **Authentic Copies:** The authentic copies of this report are signed in colored ink and have an embossed/stamped type seal. Any copy that does not have the above is unauthorized and may have been altered.
- **Toxic Materials:** Unless otherwise stated in this report, the appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials, asbestos, and/or urea-formaldehyde foam insulation; if such is present the value of the property may be adversely affected and a re-analysis at additional cost necessary to estimate the effects of such.
- **Review:** Unless otherwise noted herein, review appraiser has reviewed the report only as to general appropriateness of technique and format and has not necessarily inspected the subject or market comparable properties.
- The appraiser(s) and/or associates of this firm reserve the right to alter statements, analysis, conclusion or any value estimate in the analysis if there becomes known to us facts pertinent to the appraisal process which were unknown to us when the report was finished.
- **ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PREVIOUS STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS.**

SHIP TO
City of Fayetteville
115 S Church
Fayetteville, AR 72701

BILL TO
City of Fayetteville
113 W Mountain St
FAYETTEVILLE, AR 72701

PURCHASE ORDER NO. 2022-00000829

DATE 01/13/2023

VENDOR 24366 Arkansas Appraisers Inc

CONTACT
Arkansas Appraisers Inc
dba Ferstl Valuation Services
5905 Forest Place,Ste 100
Little Rock, AR 72207

CITY OF FAYETTEVILLE ARKANSAS

DELIVER BY
SHIP VIA
FREIGHT TERMS 1
ORIGINATOR Terry Williams
RESOLUTION #
PAYMENT TERMS 30

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	LOT	Professional Services - Other - Appraisal Services for Civic Plaza Center 4708.860.7800-5860.02 (Capital Prof Svcs Engineering/Architectural) $7,500.00 46080.7800 (Arts Corridor (2019 Bonds), Arts Corridor Improvements)	$7,500.0000	$7,500.00

SUBTOTAL	$7,500.00
SALES TAX	$0.00
TOTAL DUE	$7,500.00

Les McHaugh
APPROVED BY

PAGE 1 OF 1

SPECIAL INSTRUCTIONS

DataScoutPro

Parcel: 765-01743-002
Prev. Parcel: 400026-000-00

Washington County Report

ID: 35997
As of: 3/1/2023

Property Owner

Name: CITY OF FAYETTEVILLE

Mailing Address: 113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701

Type: (EG) Ex. Government
Over 65 Freeze: No
Tax Dist:
Size (Acres):

Property Information

Physical Address:

Subdivision: FAYETTEVILLE ORIGINAL
Block / Lot: 007 / --
S-T-R: 16-16-30

Extended Legal: PART OF PARKING LOT PT OF BLOCK 7 WEST OF TRACKS 0.68A

Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value
Land:			
Building:			0
Total:			

Taxes:

Estimated Taxes:	$0	Actual Taxes:	$0
Homestead Credit:	$0	Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.	

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
9/27/1989	1340	810	Warr. Deed	0.00	$0	CITY OF FAYETTEVILLE, ARKANSAS		
10/9/1986	1196	827	Warr. Deed	58.30	$53,000	MCBRIDE DISTRIBUTING CO INC	Unval.	
1/1/1985	1196	824	Warr. Deed	0.00	$0	SUGG, JOHM G SR ETAL TRUSTEE		

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Subject to terms and conditions.
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DataScoutPro

Parcel: 765-01743-003
Prev. Parcel: 765-01743-000

Washington County Report

ID: 35998
As of: 3/1/2023

Property Owner

Name: CITY OF FAYETTEVILLE

Mailing Address: 113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701

Type: (EG) Ex. Government
Over 65 Freeze: No
Tax Dist:
Size (Acres):

Property Information

Physical Address:

Subdivision: FAYETTEVILLE ORIGINAL
Block / Lot: 007 / --
S-T-R: 16-16-30

Extended Legal: PARKING LOT N WEST AVE PT BLOCK 7 0.13A & PT VACATED WEST SPRING ST

Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value
Land:			
Building:			0
Total:			

Taxes:

Estimated Taxes:	$0	Actual Taxes:	$0
Homestead Credit:	$0		

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/19/1990	1351	302	Warr. Deed	0.00	$0	CITY OF FAYETTEVILLE, ARKANSAS		
1/1/1985	1351	300	Warr. Deed	66.00	$60,000	SUGG, JOHN G SR; SUGG, ANN W; SUGG	Unval.	

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DataScoutPro

Parcel: 765-01743-004
Prev. Parcel:

Washington County Report

ID: 96573
As of: 3/1/2023

Property Owner

Name: REINDL PROPERTIES INC

Mailing Address: 509 W SPRING ST STE 460
FAYETTEVILLE, AR 72703

Type: (CV) Comm. Vacant

Over 65 Freeze: No

Tax Dist:

Size (Acres):

Property Information

Physical Address:

Subdivision: FAYETTEVILLE ORIGINAL

Block / Lot: 008 / --

S-T-R: 16-16-30

Extended Legal: PT BLK 8 & PT BLK 7 PT SPRING ST RIGHT-OF-WAY 0.39A FURTHER DESCRIBED FROM 2019-6302 AS: Part of the Southeast Quarter of the Northwest Quarter of Section Sixteen (16), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, and also a part of Block Seven (7), a part of Block Eight (8), a part of the right-of-way of Spring Street, a part of the vacated portion of Spring Street as per City Ordinance #1513, recorded in Deed Book 689 at Page 242, and a part of the vacated portion of Gregg Avenue as per City Ordinance #1070, recorded in Deed Book 465 at Page 275, all in the original Town (now City) of Fayetteville, Arkansas, as designated upon the original Plat of said Town on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and all being more particularly described as follows, to-wit: Beginning at a point which is North 86°51'59" West 83.92 Feet and North 02°05'12" East 18.00 Feet from the Northeast corner of said Block Eight (8) and running thence South 68°49'49" West 10.49 Feet; thence North 87°05'59" West 236.89 Feet; thence North 02°03'51" West 8.24 Feet; thence North 87°07'17" West 17.00 Feet; thence South 02°05'39" West 24.88 Feet; thence North 87°07'17" West 17.00 Feet; thence North 35°16'57" East 29.94 Feet; thence North 27°57'23" East 55.25 Feet; thence North 68°45'49" East 49.99 Feet; thence North 85°35'44" East 25.43 Feet; thence South 87°12'08" East 60.65 Feet; thence South 69°32'30" East 13.12 Feet; thence South 28°04'16" East 37.15Feet; thence South 87°10'24" East 77.68 Feet; thence South 02°05'12" West 42.45 Feet to the Point of Beginning, containing 0.39 acres, more or less.

Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value
Land:	$69,300	$13,860	$13,860
Building:	0	0	0
Total:	$69,300	$13,860	$13,860

Taxes:

Estimated Taxes:	$728	Actual Taxes:	$803
Homestead Credit:	$0	Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.	

Land:

Land Use	Size	Units	Front Width	Rear Width	Depth One	Depth Two	Dimension (sqft)
	16988.400	Sq.Ft					

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DataScoutPro

Parcel: 765-01743-004
Prev. Parcel:

Washington County Report

ID: 96573
As of: 3/1/2023

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
3/6/2019	2019	6302	Quit Claim			REINDL PROPERTIES INC		Land Only
12/18/2018	2019	587	Survey			METRO DISTRICT CONDOMINIUMS HPR		Land Only
11/8/2011	2011	32091	Redem Deed			METRO DISTRICT CONDOMINIUMS HPR		
7/20/2011	2011	11424	CompLaw			METRO DISTRICT CONDOMINIUMS HPR		
8/5/2005	2005	53850	Survey			METRO DISTRICT LLC		
5/23/2005	2005	22872	Warr. Deed	25439.70	$7,709,000	METRO DISTRICT LLC	Additional Properties	Improved
1/14/2005	2005	2536	Warr. Deed			REINDL PROPERTIES INC		Land Only
11/1/2004	2004	50264	Survey			REINDL PROPERTIES INC	Inc. Additional Prop.	Land Only

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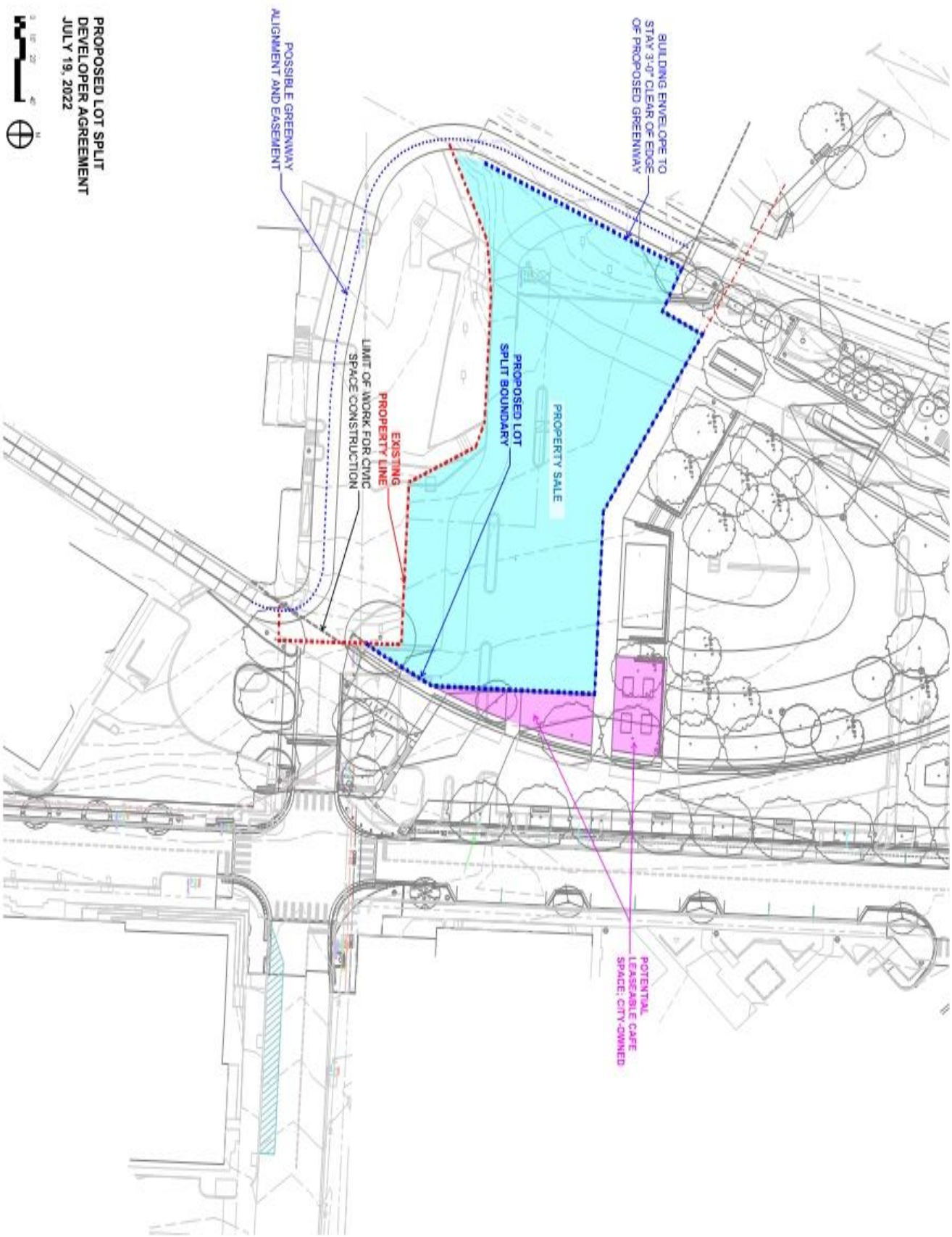

PROPOSED LOT SPLIT
DEVELOPER AGREEMENT
JULY 19, 2022
POSSIBLE GREENWAY ALIGNMENT AND EASEMENT
BUILDING ENVELOPE TO STAY 3'-0" CLEAR OF EDGE OF PROPOSED GREENWAY
PROPOSED LOT SPLIT BOUNDARY
PROPERTY SALE
EXISTING PROPERTY LINE
LIMIT OF WORK FOR CIVIC SPACE CONSTRUCTION
POTENTIAL LEASABLE CAFE SPACE; CITY-OWNED

Exhibit A

Date: February 8, 2023

Grantors: City of Fayetteville

Parcel Number: 765-01743-002

Lease Area #1

A part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tract of land recorded in the Washington County Recorder's Office in Book 1340, at Page 810, more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, thence S87°09'15"E, along the North line of said Quarter Quarter, a distance of 365.32 feet; thence departing said North line S02°33'19"W, a distance of 41.67 feet to the point of intersection of the West Right-of-Way line of West Avenue, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line, along said West Right-of-Way line the following three (3) courses: S02°33'19"W, a distance of 100.00 feet; thence S03°05'04"W, a distance of 192.32 feet; thence S03°02'34"W, a distance of 113.11 feet; thence departing said West Right-of-Way line N86°57'26"W, a distance of 38.98 feet to the POINT OF BEGINNING; thence along a non-tangent curve to the right having a Radius of 304.25 feet and a Chord that bears S08°05'12"W, an arc distance of 24.10 feet; thence N87°01'52"W, a distance of 44.16 feet; thence N03°36'51"E, a distance of 24.00 feet; thence S87°01'29"E, a distance of 46.04 feet to the POINT OF BEGINNING, containing 1,086 square feet or 0.025 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Lease Area #2

A part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tract of land recorded in the Washington County Recorder's Office in Book 1340, at Page 810, more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, thence S87°09'15"E, along the North line of said Quarter Quarter, a distance of 365.32 feet; thence departing said North line S02°33'19"W, a distance of 41.67 feet to the point of intersection of the East Right-of-Way line of West Avenue, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line, along said West Right-of-Way line the following three (3) courses: S02°33'19"W, a distance of 100.00 feet; thence S03°05'04"W, a distance of 192.32 feet; thence S03°02'34"W, a distance of 147.11 feet; thence departing said West Right-of-Way line N86°57'26"W, a distance of 42.55 feet to the POINT OF BEGINNING; thence along a non-tangent curve to the right having a Radius of 304.25 feet and a Chord that bears S20°01'31"W,

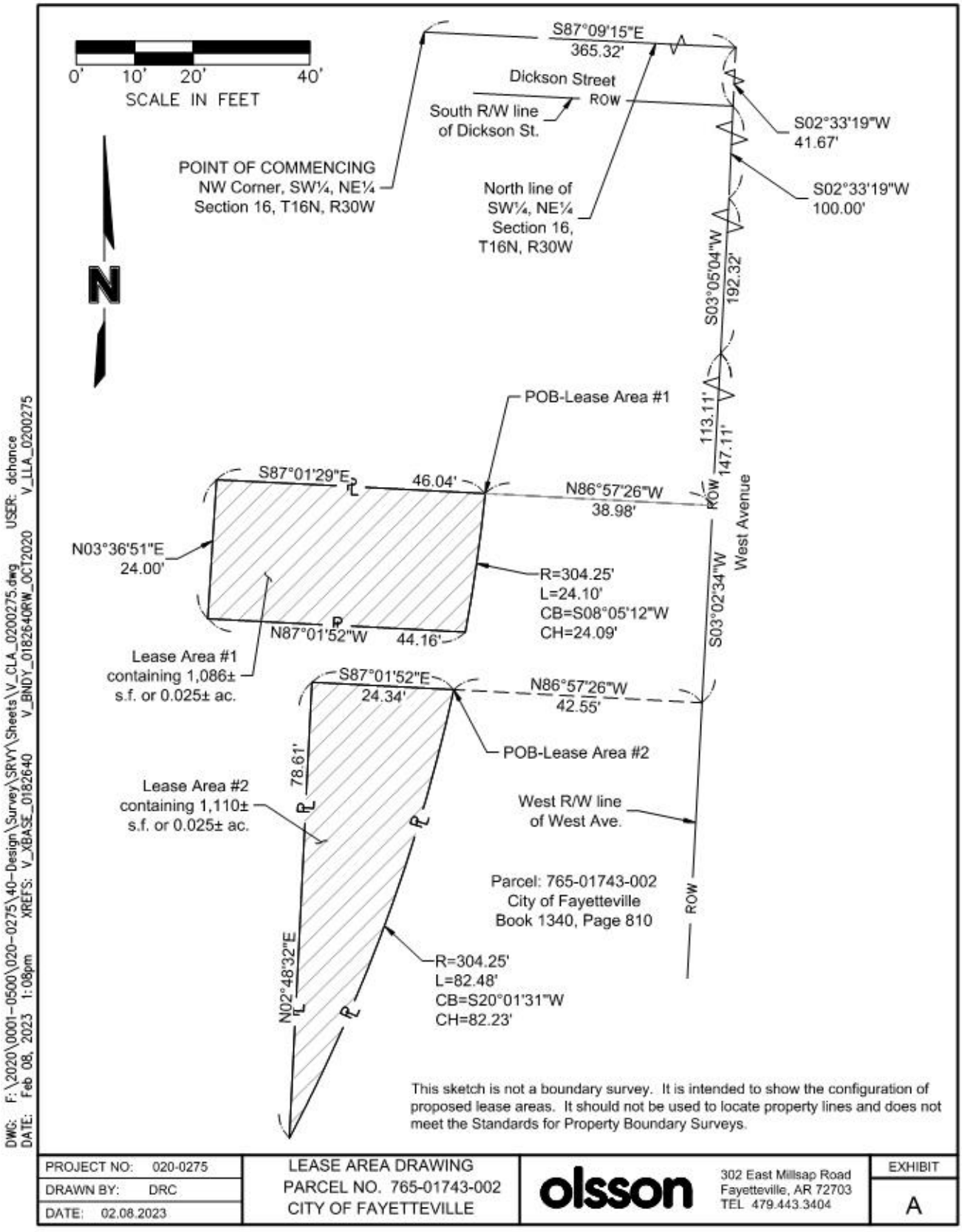
---

Prepared by: Olsson, Inc.
302 East Millsap Road
Fayetteville, AR 72703
Tel 479.443.3404
Prepared for: City of Bentonville, AR
Project No.:I21-04210

Exhibit A

an arc distance of 82.48 feet; thence N02°48'32"E, a distance of 78.61 feet; thence S87°01'52"E, a distance of 24.34 feet to the POINT OF BEGINNING, containing 1,110 square feet or 0.025 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Prepared by: Olsson, Inc.
302 East Millsap Road
Fayetteville, AR 72703
Tel 479.443.3404
Prepared for: City of Bentonville, AR
Project No.:I21-04210


0' 10' 20' 40'
SCALE IN FEET
N
S87°09'15"E
365.32'
Dickson Street
ROW
South R/W line
of Dickson St.
POINT OF COMMENCING
NW Corner, SW¼, NE¼
Section 16, T16N, R30W
North line of
SW¼, NE¼
Section 16,
T16N, R30W
S02°33'19"W
41.67'
S02°33'19"W
100.00'
S03°05'04"W
192.32'
113.11'
147.11'
POB-Lease Area #1
S87°01'29"E
46.04'
N86°57'26"W
38.98'
ROW
West Avenue
S03°02'34"W
N03°36'51"E
24.00'
R=304.25'
L=24.10'
CB=S08°05'12"W
CH=24.09'
N87°01'52"W
44.16'
Lease Area #1
containing 1,086±
s.f. or 0.025± ac.
S87°01'52"E
24.34'
N86°57'26"W
42.55'
POB-Lease Area #2
78.61'
Lease Area #2
containing 1,110±
s.f. or 0.025± ac.
West R/W line
of West Ave.
Parcel: 765-01743-002
City of Fayetteville
Book 1340, Page 810
ROW
N02°48'32"E
R=304.25'
L=82.48'
CB=S20°01'31"W
CH=82.23'
This sketch is not a boundary survey. It is intended to show the configuration of proposed lease areas. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.
DWG: F:\2020\0001-0500\020-0275\40-Design\Survey\SRVY\Sheets\V_CLA_0200275.dwg USER: dchance
DATE: Feb 08, 2023 1:08pm XREFS: V_XBASE_0182640 V_BNDY_0182640RW_OCT2020 V_LLA_0200275
PROJECT NO: 020-0275
DRAWN BY: DRC
DATE: 02.08.2023
LEASE AREA DRAWING
PARCEL NO. 765-01743-002
CITY OF FAYETTEVILLE
olsson
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404
EXHIBIT
A

PROPERTY LINE ADJUSTMENT

PART OF THE SW¼, NE¼, SECTION 16, T16N, R30W
FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

PREPARED FOR

PREPARED BY

Fayetteville, AR

PARENT TRACT DESCRIPTION - DWB, PAGE 981

PARENT TRACT DESCRIPTION - BOOK 1357, PAGE 141

PARENT TRACT DESCRIPTION - BOOK 1340, PAGE 818

PARENT TRACT DESCRIPTION - BOOK 1351, PAGE 302

TRACT A DESCRIPTION

TRACT B DESCRIPTION

TRACT C DESCRIPTION

CERTIFICATE OF OWNERSHIP AND DEDICATION

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON, SS:

Date _____ Seal

Owner _____ Title _____

Owner _____ Title _____

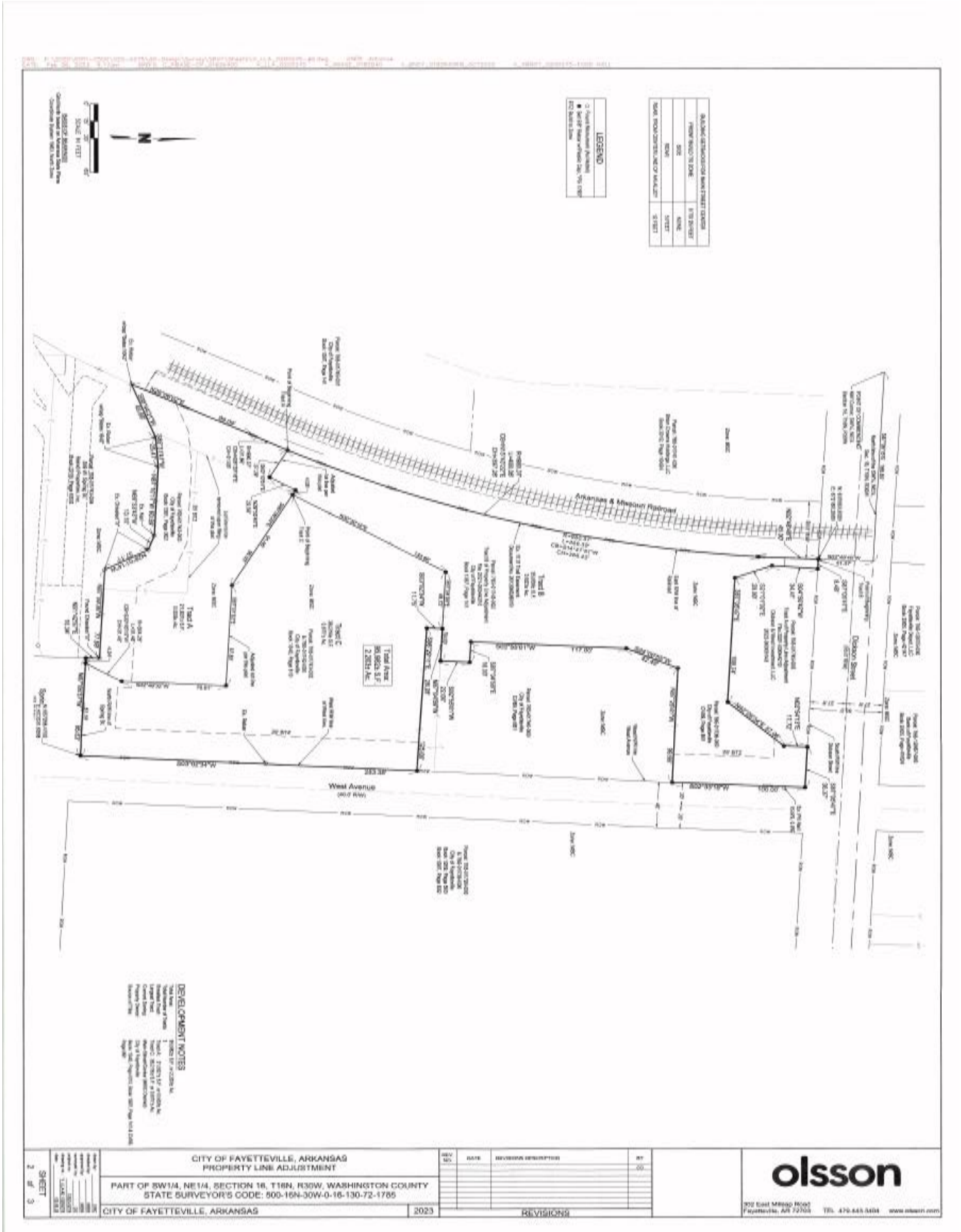
INFORMATION OF FACT

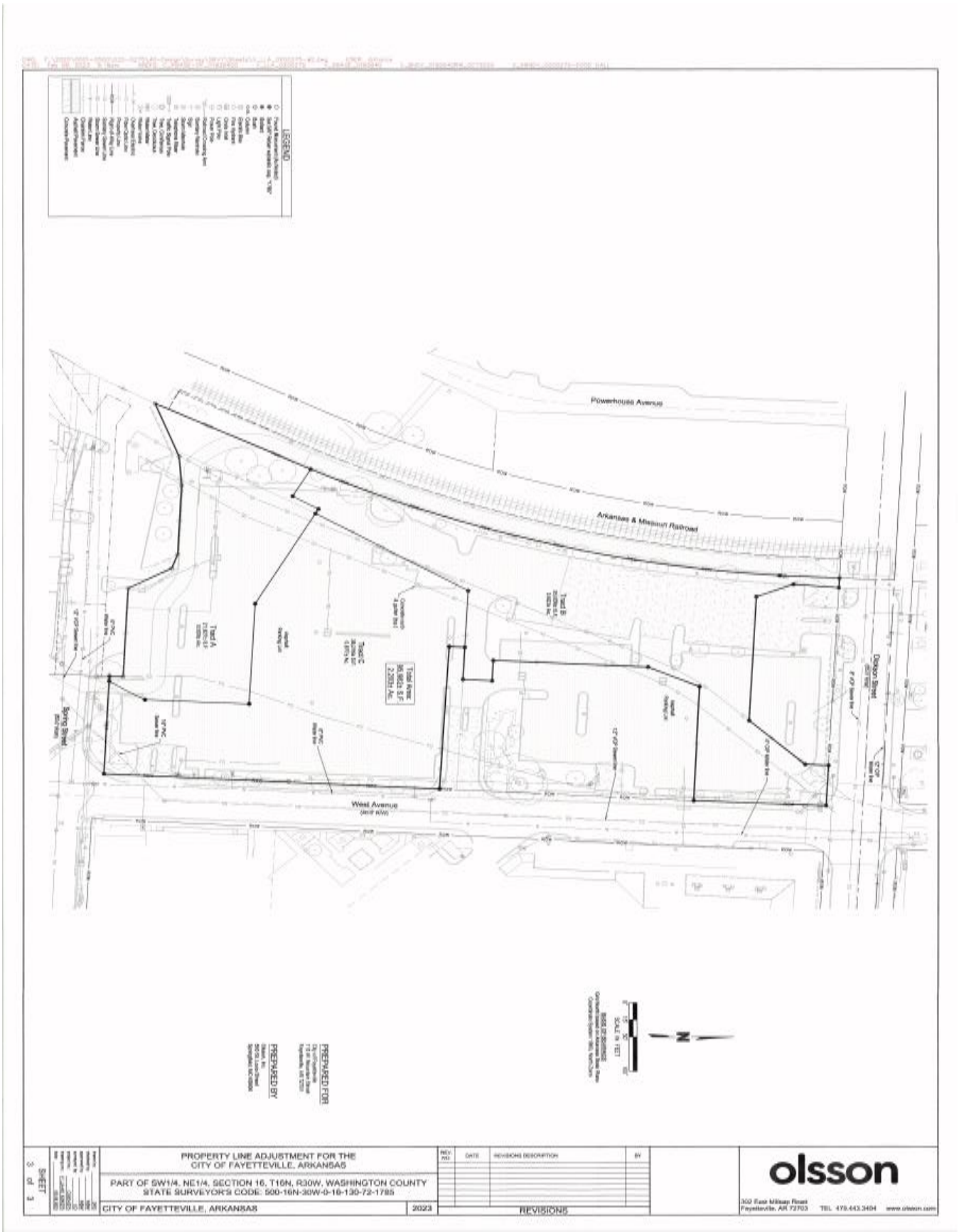
1. This survey and plat is based on the following data and/or exceptions:

Deed of Record _____ Book _____ Page _____

Other _____

2. Certain Ch. _____ Ordinances and Resolutions of the City of Fayetteville, Arkansas, codified as Title _____ of the Fayetteville Code of Ordinances, and Chapter _____ of the Unified Development Code, as adopted by Ordinance No. _____ on _____, 20_____, and as amended by Ordinance No. _____ on _____, 20_____, and Resolution No. _____ on _____, 20_____, and as amended by Resolution


LEGEND
Arkansas & Missouri Railroad
West Avenue
(40.0' R/W)
DEVELOPMENT NOTES
CITY OF FAYETTEVILLE, ARKANSAS
PROPERTY LINE ADJUSTMENT
PART OF SW1/4, NE1/4, SECTION 16, T16N, R30W, WASHINGTON COUNTY
STATE SURVEYOR'S CODE: 500-16N-30W-0-16-130-72-1785
CITY OF FAYETTEVILLE, ARKANSAS
2023
REVISIONS
olsson


LEGEND
Powerhouse Avenue
Arkansas & Missouri Railroad
West Avenue
Tract A
Tract B
Tract C
Total Area
95,980± SF
2.203± AC
Spring Street
Dixon Street
PREPARED BY
PREPARED FOR
SCALE: 1" = 50'
N
PROPERTY LINE ADJUSTMENT FOR THE
CITY OF FAYETTEVILLE, ARKANSAS
PART OF SW1/4, NE1/4, SECTION 16, T16N, R30W, WASHINGTON COUNTY
STATE SURVEYOR'S CODE: 500-16N-30W-0-16-130-72-1785
CITY OF FAYETTEVILLE, ARKANSAS
2023
REVISIONS
DATE
REVISIONS DESCRIPTION
BY
SHEET
1 of 1
olsson
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404
www.olsson.com

Ferstl VALUATION SERVICES

Brad Tharp, MAI, SRA
Real Estate Appraiser

5905 Forest Place, Suite 100
Little Rock, AR 72207
Phone: (501) 375-1439
Email: btharp@ferstlvs.com

EDUCATION

University of Central Arkansas
MGIS, Geographic Information Systems

University of Central Arkansas
BS, Environmental Science/Planning and Administration

SCHOLARSHIP

2013 Recipient of Appraisal Institute Education Trust Candidate for Designation Scholarship

APPRAISAL COURSEWORK & TRAINING – PARTIAL LIST

Appraisal Institute

- Business Practice and Ethics
- 15-Hour National USPAP Course
- Evaluating Commercial Construction
- Evaluating Residential Construction
- Basic Appraisal Principles
- Basic Appraisal Procedures
- General Appraiser Income Approach: Part 1
- General Appraiser Site Valuation and Cost Approach
- Reviewing Residential Appraisals and Using FNMA Form 2000
- Practical Regression Using Microsoft Excel
- Residential App: Using Technology to Measure and Support Results
- Excel as an Appraisal Professional: Making Your Job Easier Using Excel
- Residential Market Analysis and Highest & Best Use
- Residential Site Valuation and Cost Approach
- Real Estate Finance Statistics and Valuation Modeling
- Residential Sales Comparison and Income Approach
- Residential Report Writing and Case Studies
- Advanced Residential Applications and Case Studies – Part 1
- Advanced Residential Report Writing – Part 2
- Analyzing the Effects of Environmental Contamination on Real Property

a la mode, inc.
Appraiser Mobile Workshop

McKissock
Introduction to the Uniform Appraisal Dataset

U.S. Department of Housing and Urban Development
The FHA Appraisal

PROFESSIONAL MEMBERSHIPS

Designated Member of the Appraisal Institute
Arkansas Certified General Appraiser – CG3734
2014 Nominating Committee Member – Arkansas Chapter of the Appraisal Institute
2015 Finance Committee Member – Arkansas Chapter of the Appraisal Institute

PROFESSIONAL EXPERIENCE

Ferstl Valuation Services – Real Estate Appraiser (2012-Present)
Hammerhead Construction, LLC – President (2004-2010)

MILITARY SERVICE

United States Marine Corps – Machine Gunner (0331)

- Operation Iraqi Freedom
- Naval Achievement Medal
- Combat Action Ribbon
- Presidential Unit Citation



ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
Bradley Tharp

License #: CG 3734

has complied with the requirements of Arkansas Code Section §17-14-201 et seq.; and is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2023
Expiration Date

Chairman

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attests that

Bradley K Tharp

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certification is issued in accordance with all the requirements of Arkansas Code Annotated, Section 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

September 2, 2015
Date Issued

CG 3734
Certification Number

Chairman, AALCB

(CONTINUED)

J. T. Ferstl, J.D., MAI

5905 Forest Place, Suite 100
Little Rock, Arkansas 72207
www.ferstlvaluationservices.com

Phone: 501.375.1439
Fax: 501.375.8317
E-mail: jtferstl@ferstlvs.com

EDUCATION

William H. Bowen School of Law, UALR - Juris Doctorate
University of Arkansas – B.S. Business Administration
(Majors: Economics and Computer Information Systems)
Catholic High School for Boys - Little Rock, Arkansas

PROFESSIONAL EXPERIENCE

Ferstl Valuation Services – President/CEO (2013 – present)
Affiliated Appraisers – Executive Vice President (2007 – 2013)
Affiliated Appraisers - Real Estate/Legal Consultant (1999-2007)
Arkansas Appraisal Group – Field Appraiser (1998)
Ferstl Enterprises Realtors– Property Management (1996-present)

PROFESSIONAL MEMBERSHIPS

Arkansas State Certified General Appraiser – Cert. # CG1750
Oklahoma State Certified General Appraiser – Cert # 12895CGA
Tennessee State Certified General Appraiser – Cert. # CG00004522
Louisiana State Certified General Appraiser – Cert. # G3032
Florida State Certified General Appraiser – Cert. # RZ3962
Arkansas Real Estate Broker – AB00056841
Arkansas REALTORS Association
Arkansas Bar Association – Supreme Court ID #2003212
Designated Member of the Appraisal Institute - MAI #12524

SPECIAL APPRAISAL TRAINING (Partial List)

Appraisal Institute
- Appraisal Principles
- Appraisal Procedures
- Basic Income Capitalization
- Business Practices & Ethics
- Advanced Income Capitalization
- Highest & Best Use and Market Analysis
- Advanced Sales Comparison and Cost Approaches
- Report Writing and Valuation Analysis
- Advanced Applications
- Business Practices & Ethics
- Residential Site Valuation and Cost Approach
- Condemnation Appraising
- The Appraiser as an Expert Witness
- Litigation Appraising
- Valuing Commercial Green Buildings
- Fundamentals of Separating Real Property, Personal Property, and Intangible Assets
- Uniform Appraisal Standards for Federal Land Acquisitions

J. T. Ferstl, J.D., MAI

BOARDS & COMMISSIONS

Little Rock Planning Commission – 2007 to 2013
Arkansas Electronic Recording Commission – 2007 to 2013
Arkansas Appraisers Association, Treasurer – 2005 to present
Appraisal Institute (International BOD) – Region IX Vice-Chair
Monsignor Tribou Scholarship Fund – Board Member
Federal Reserve Bank of St. Louis – Real Estate Industry Council
Little Rock REALTORS Association – Legislative Affairs Committee

AWARDS & HONORS

MAI designation from the Appraisal Institute – awarded 2008
Leadership Arkansas – Class III – 2008-2009
Leadership Greater Little Rock – Class XXIV – 2008-2009
Leadership Greater Little Rock – Class XXIX – Curriculum Chair
Leadership Greater Little Rock – Class XXX – Chair
Arkansas Business 40 under 40 – 2009
Rotarian of the Year – 2011 – Club 99
Ted Anglyn Award – Appraisal Institute (LDAC) – 2011

ORGANIZATIONAL & CIVIC MEMBERSHIPS

Sigma Chi Fraternity – University of Arkansas at Fayetteville
Phi Alpha Delta Legal Fraternity – UALR Law School
St. Thomas More Society – Arkansas Chapter Founding Member
The Rotary Club of Little Rock – Club 99 (Past President)
Catholic High School Alumni Association
Little Rock Regional Chamber of Commerce
Arkansas State Chamber of Commerce
Leadership Greater Little Rock Alumni Association
Leadership Arkansas Alumni Association

PARTIAL LIST OF CLIENTS

Arkansas Capital Corporation
Arvest Bank
BancorpSouth
Bank of America
Bank OZK
Centennial Bank
One Banc and Trust
Relyance Bank
Simmons First National Bank
Regions Bank
First Arkansas Bank and Trust
First Commercial Bank
J.P. Morgan Chase
The Capital Bank
Entergy
First Security Bank
1st National of NWA
IBERIAfsb
Malvern National Bank
Merchants and Planters Bank
Magellan
Little Rock Housing Authority
City of North Little Rock
United Central Bank
Farmers Bank and Trust
US Bank
U.S. Department of Interior
Southern Bancorp
Chambers Bank
Armor Bank

ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
James Ferstl

License #: CG 1750

has complied with the requirements of
Arkansas Code Section §17-14-201 et seq.; and
is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2023
Expiration Date

Chairman

APPRAISER LICENSING & CERTIFICATION BOARD

STATE OF ARKANSAS

Attest That

JAMES T. FERSTL

On this date was certified as a

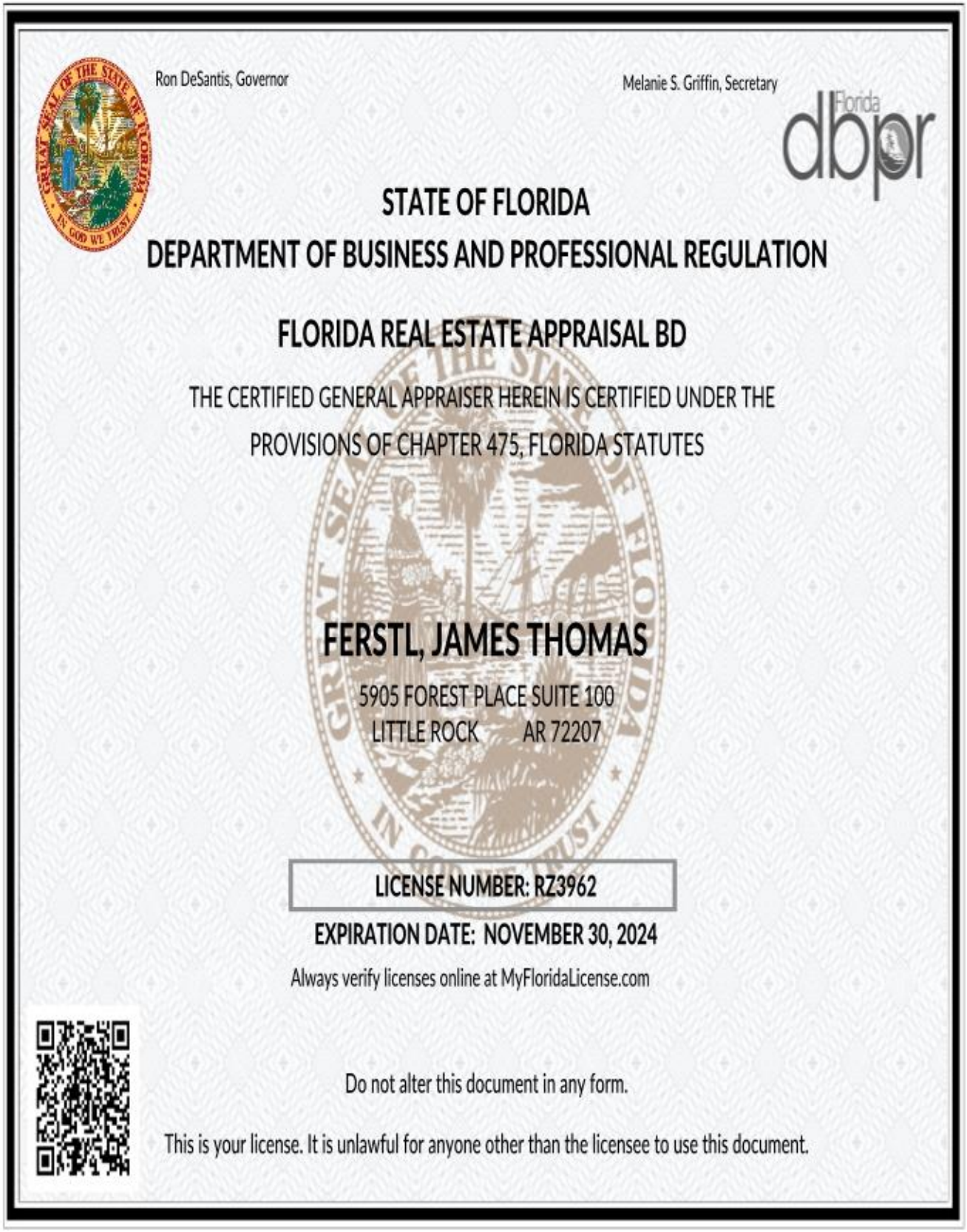
STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all the requirements of Arkansas Code Annotated, Section § 17-51-101 et seq. and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

APRIL 28, 2005
Date Issued

CG1750
Certificate Number

Chairman, AAL & CB



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

FERSTL, JAMES THOMAS

5905 FOREST PLACE SUITE 100
LITTLE ROCK AR 72207

LICENSE NUMBER: RZ3962

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Louisiana Real Estate Appraisers Board

Having complied with the requirements of Chapter 51 of Title 37 of the Louisiana Revised Statutes of 1950 and the requirements of the Louisiana Real Estate Appraisers Board,

Certified General Appraiser

license is hereby granted to

James T. Ferstl

Affiliated Real Estate Appraisers

License Number - APR.03032-CGA
First Issuance Date - 01/01/2023
Expiration Date - 12/31/2024

Chairwoman

Secretary

STATE OF LOUISIANA ★ REAL ESTATE APPRAISERS BOARD ★ UNION · JUSTICE · CONFIDENCE

OKLAHOMA INSURANCE DEPARTMENT
400 NE 50TH STREET, OKLAHOMA CITY, OK 73105

GLEN MULREADY, Chairperson
REAL ESTATE APPRAISER BOARD

THE INDIVIDUAL NAMED HEREIN IS LICENSED AS FOLLOWS:

JAMES T FERSTL

5905 FOREST PL STE 100
LITTLE ROCK, ARKANSAS 72207

LICENSE NUMBER: 12895CGA
EFFECTIVE: 07/20/2022
EXPIRES: 08/31/2025

State of Oklahoma

Glen Mulready, Insurance Commissioner

Oklahoma Real Estate Appraiser Board

This is to certify that:

James T Ferstl

has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a ***State Certified General*** *Real Estate Appraiser in the State of Oklahoma.*

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 20th day of July , 2022 .

Glen Mulready, Insurance Commissioner
Chairperson, Oklahoma Real Estate Appraiser Board

Members, Oklahoma Real Estate Appraiser Board

Brandon Witt

Patricia A. B

Expires:
08/31/2025

Oklahoma Appraiser Number:
12895CGA



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

JAMES THOMAS FERSTL

34326

ID NUMBER: 4522
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2024

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:AFFILIATED REAL ESTATE APPRAIS
JAMES THOMAS FERSTL
5905 Forrest Place
Suite 100
LITTLE ROCK AR 72207

12846626

State of Tennessee

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
JAMES THOMAS FERSTL

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 4522
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2024

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Ferstl VALUATION SERVICES

Stephen Tharp, SRA
Real Estate Appraiser

5905 Forest Place, Suite 100
Little Rock, AR 72207
Phone: (501) 375-1439
Email: stharp@ferstlvs.com

EDUCATION

University of Arkansas- Fayetteville, AR
Master of Education

Arkansas State University- Jonesboro, AR
Bachelor of Science

Pratt Community College- Pratt, Ks
Associate of Science

APPRAISAL COURSEWORK

Appraisal Institute
USPAP – Uniform Standards of Professional Practice
Basic Appraisal Principles
Basic Appraisal Procedures
Business Practices and Ethics
Residential Market Analysis and Highest & Best Use
Residential Sales Comparison & Income Approach
Residential Site Valuation and Cost Approach
Residential Report Writing and Case Studies
Real Estate Finance Statistics & Valuation Modeling
Advanced Residential Applications and Case Studies/Part 1
Advanced Residential Report Writing/Part 2
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Income Approach Part 1
General Appraiser Income Approach Part 2
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Report Writing and Case Studies

McKissock
Subject Matter Electives
Advanced Residential Applications and Case Studies

Professional Memberships

Arkansas State Certified Residential Appraiser — CR#4331
Appraisal Institute – Designated Member #602216
Arkansas Chapter of the Appraisal Institute - 2022 Nominating Committee Member

Professional Experience

Ferstl Valuation Services
Field Appraiser - Residential and Commercial Real Estate
2017 – Present

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
This is to certify that
Stephen Tharp

License # CR 4331

has complied with the requirements of Arkansas Code Section §17-14-201 et seq., and is the holder of a valid certificate.
This card is for identification purposes only

6/30/2023 — Expiration Date

Chairman

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attest That

Stephen Matthew Tharp

On this date was certified as a

STATE CERTIFIED RESIDENTIAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all requirements of Arkansas Code Annotated, Section §17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

7/29/2021
(Issued Date)

Chairman, AAL & CB

CR-4331
(Registration Number)

Appraisal Report

The City of Fayetteville- Engineering Division
125 W. Mountain St.
Fayetteville, AR 72701

As of March 1, 2023

Client:
City of Fayetteville Engineering Division
125 W Mountain St
Fayetteville, AR 72701

Presented By:
The Real Estate Consultants

Produced By:
Mark E. Risk, GAA
State Certified General Appraiser #0202

File #23-0011

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THE
REAL ESTATE
CONSULTANTS

°REALTORS ° APPRAISERS ° CONSULTANTS

2592 N. Gregg Ave. Suite #1
P.O. Box 747
Fayetteville, AR 72702
(479) 442-0762

March 15, 2023

Waylon Abernathy, Director of Bond Projects and Facilities
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Appraisal Services

City of Fayetteville
Proposed Land Lease Area on West Ave.
Fayetteville, AR 72701

Dear Mr. Abernathy:

In compliance with your request and to determine the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The subject property was inspected by the appraiser on *March 1st, 2023*. The intended use is for potential sale evaluation of the aforementioned property by the City of Fayetteville. I further certify that I have no interest present or contemplated in the property under appraisement, and that my fee was not contingent upon the value estimate reported.

The opinions set forth in this letter are stated as of March *15, 2023.*

The following narrative appraisal report contains the data gathered in my investigation and shows the method of appraisal in detail. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. This report is considered an "Appraisal Report".

This appraisal is based upon information gathered by the appraiser from the subject owner, public records, and other reliable sources, and upon an inspection of the subject property and neighborhood. In developing the appraisal approaches used, data was collected from the Real Estate Consultants' office files and courthouse records. The appraiser has applied the Market Data Approach in this appraisal.

Based upon my inspection of the subject property and the investigation and analysis carried out in this report, it is my considered opinion that the Market Value of the subject property as of *March 1, 2023*, and subject to the assumptions and limiting conditions set forth in the body of this report, is as follows:

NINETY-NINE THOUSAND DOLLARS
($99,000)

Respectfully submitted,



Mark A. Risk GAA
State Certified
General Appraiser # CG0202

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Section I – Executive Summary

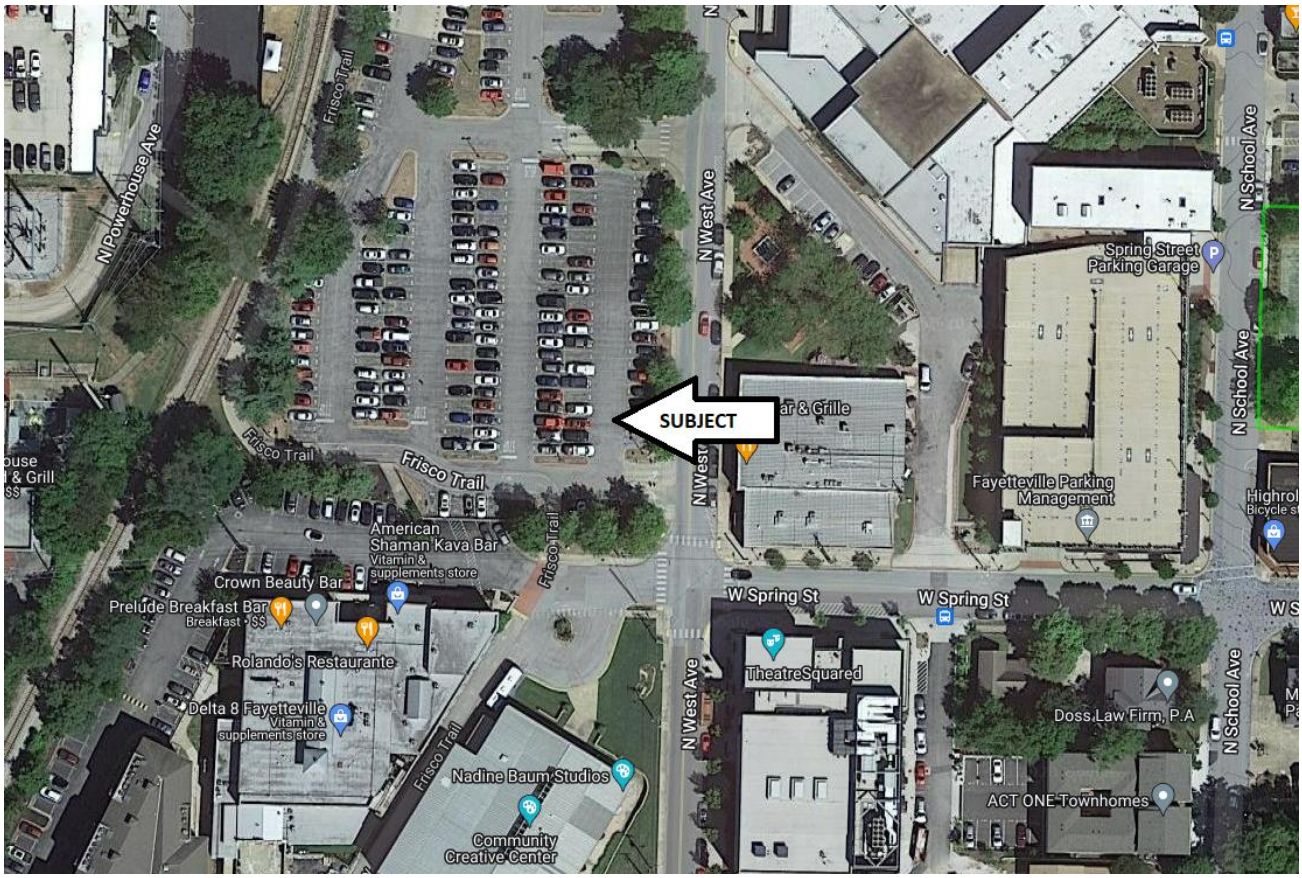
Salient Facts & Conclusions

Property:	A part of the SW1/4 of the NE ¼ of Section 16, Township 16 North, Range 30 West, City of Fayetteville, AR. West Ave. South of Dickson St.	
County:	Washington	
Parcel #(s):	Pt. of Parcel #765-01743-002	
Fee Owner:	City of Fayetteville	
Subject Location:	S. West Ave., south of Dickson St. - Fayetteville, AR 72701	
Estate Appraised:	Fee Simple	
Size:	Site – 2,196 Sq Ft.	
Effective Date:	March 1st, 2023 - The Date of Inspection	
Utilities:	All Municipal Utilities Are Available	
Zoning:	Main Street Center	
Highest and Best Use:	Assemblage with adjoining property	
Value Indications:	Market Data Approach	$99,000
	Cost Approach	NA
	Income Approach	NA

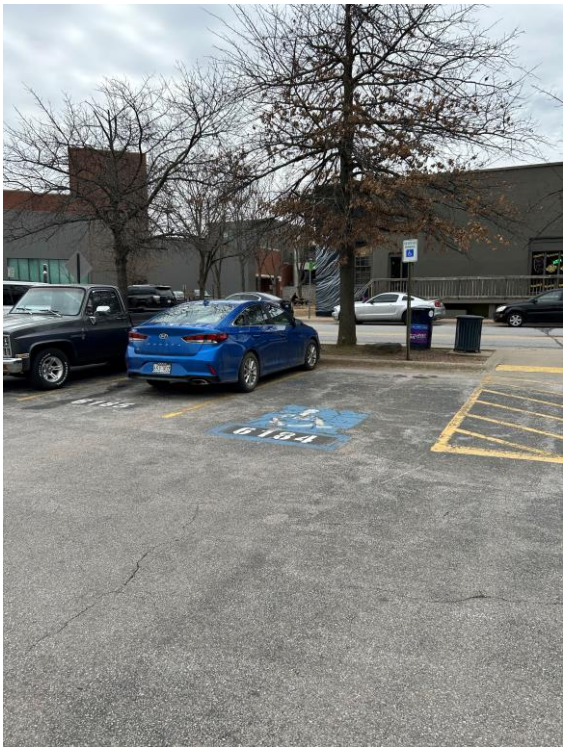
Final Estimate of Market Value: **$99,000**

Note:
This appraisal report has been prepared for the exclusive benefit of the City of Fayetteville. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written permission does so at their own risk.

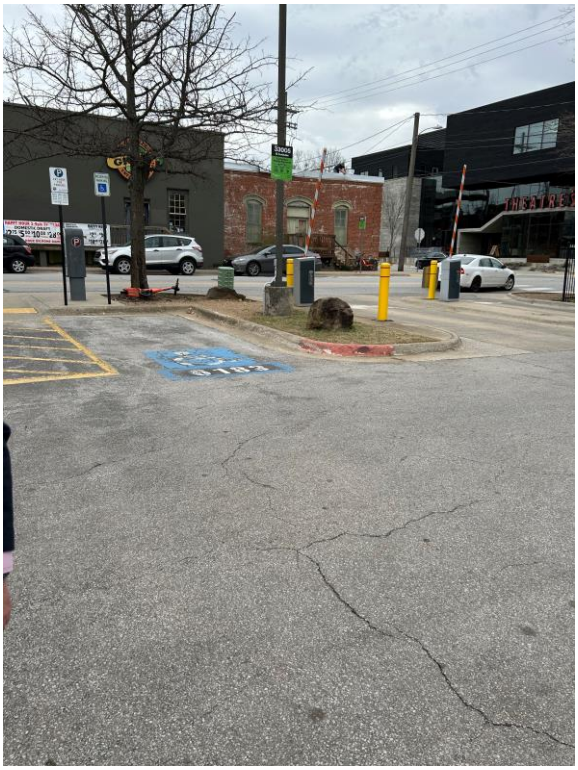
Subject Aerial Photo



Subject Pictures



Proposed Lease Area



Proposed Lease Area

Property Identification

The property under appraisement is a small area of the City owned parking lot south of Dickson St. off West Ave. in Downtown Fayetteville, Washington County, Arkansas. The property is owned by the City of Fayetteville.

Legal Description

Lease Area #1

A part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tract land recorded in the Washington County Recorder's Office in Book 1340, at Page 810, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville. Washington County, Arkansas. Thence S87*09'15"E, along the North line of said quarter, a distance of 365.32 feet; thence departing said North Line of S02*33'19"W, a distance of 41.67 feet to the point of intersection of the West Right-of-Way line of West Avenue, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line, along said West Right-of-Way line the following three (3) courses: S02*33'19"W, a distance of 100.00 feet; thence S03*05'04"W, a distance of 192.32 feet; thence S03*02'34"W, a distance of 113.11 feet; thence departing said West Right-of-Way line N86*57'26'W, a distance of 38.98 feet to the POINT OF BEGINNING; thence along a non-tangent curve to the right having a Radius of 304.25 feet and a Chord that bears S08*05'12"W, an arc distance of 24.10 feet; thence N87*01'52"W, a distance of 44.16 feet; thence N03*36'51"E, a distance of 24.00 feet; thence S87*01'29"E, a distance of 46.04 feet to the POINT OF BEGINNING, containing 1,086 square feet or 0.025 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

And Also:

Lease Area #2

A part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tract land recorded in the Washington County Recorder's Office in Book 1340, at Page 810, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, thence S87*09'15"E, along the North line of said Quarter, a distance of 365.32 feet; thence departing said North line S02*33'19"W, a distance of 41.67 feet to the point of intersection of the East Right-of-Way line of West Avenue, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line,

along said West Right-of-Way line the following three (3) courses: S02*33'19"W, a distance of 100.00 feet; thence S03*05'04"W, a distance of 192.32 feet; thence S03*02'34"W, a distance of 147.11 feet; thence departing said West Right-of-Way line N86*57'26"W, a distance of 42.55 feet to the POINT OF BEGINNING; thence along a non-tangent curve to the right having a Radius of 304.25 feet and a Chord that bears S20*01'31" an arc distance of 82.48 feet; thence N02*48'32"E, a distance of 78.61; thence S87*01'52"E, a distance of 24.34 feet to the POINT OF BEGINNING, containing 1,110 square feet or 0.025 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Appraisal Inspection Comments

Date:	March 1, 2023
Inspection Notes:	Mark Risk visually inspected the subject property on the above date. The inspection consisted of a walking tour of the property. The appraiser was accompanied by architect Rob Sharp who was representing a bordering property owner (Brian Reindel) who has a potential interest in the subject land.
Owner Contact:	*Waylon Abernathy representing the City of Fayetteville*

Section II - Appraisal Premises

Market Value Defined

The Appraisal Foundation defines market value as follows:

> **"The most probable price that a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:**
>
> 1. Buyer and seller are typically motivated.
> 2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
> 3. A reasonable time is allowed for exposure in the open market.
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
> 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Hypothetical Condition Defined

Hypothetical Condition – *A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.* Uniform Standards of Professional Appraisal Practice

Extraordinary Assumption Defined

Extraordinary Assumption – *An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusions.* Uniform Standards of Professional Appraisal Practice

Purpose Of the Appraisal

The purpose of this report is to estimate the Market Value of the subject property.

Intended Use and User of The Appraisal

The intended use of the appraisal is for potential sale or lease evaluation purposes of the client. The intended user is the client, The City of Fayetteville - Engineering Division.

Property Rights Appraised

The property is appraised as though owned in fee simple and unencumbered. A fee simple title is the fullest type of private ownership possible, subject to all public limitations including zoning, taxation, and eminent domain; and subject to private limitations, which may exist, such as easements and restrictions of record.

Subject History

According to Washington County records, the City of Fayetteville has held the subject property since 1989. The most recent ownership change occurred on September 27, 1989, per Deed 1340 page 810 of the Washington County Courthouse Records. In this transaction the property was deeded to the City of Fayetteville from McBride Distributing, Inc. No revenue stamps were placed on the deed. No other arm's length transactions were discovered involving the subject property within the past five years.

Subject Status

The subject property is currently being considered to be leased to the general public by the City of Fayetteville. There is no list price or asking price for the property at the time of the appraisal.

Assumptions and Limiting Conditions

ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE FOLLOWING ASSUMPTIONS AND LIMITING CONDITIONS:

Limit of Liability

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This appraisal consists of trade secrets and commercial or financial information which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). The appraiser may not divulge the material contents of this report, the analytical findings and conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing - except as may be required by the National Association of Independent Fee Appraisers, the National Association of Realtors, or other organizations as they may request in confidence for ethics enforcement, or by a

court of law of body with the power of subpoena. This appraisal is to be used only in its entirety and no part is to be used without the whole report.

No change of any item in the report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility if any such unauthorized change is made. The client shall notify the appraiser signing the report of any request to reproduce this appraisal in whole or part.

Testimony, Consultation, and Completion of Appraisal Services

The contract for appraisal, consultation, or analytical services is fulfilled and the total fee payable upon completion of this report. The appraiser or those assisting in preparation of this report will not be asked or required to give testimony or be subpoenaed in court of any public or private hearing because of having made this appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. A MINIMUM TWENTY DAY NOTICE MUST BE GIVEN BEFORE COURT APPEARANCE FOR PURPOSES OF REVIEW AND STUDY. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of the issuing party.

Information Used

No responsibility is assumed for the accuracy of information as to description (legal, physical, etc.) of the premises, restrictions, improvements, and income features of the property furnished by others, the client, his designee, or public records. All information furnished by others is assumed to be true, correct, and reliable and a reasonable effort has been made to verify such information. An impractical amount of time and money would be necessary to furnish unimpeachable verification in all instances. It is suggested that the client consider independent verification if so desired before making a significant commitment regarding the subject property. No responsibility for the accuracy of data and information obtained or the work of possible subcontractors is assumed by the appraiser.

Purchasing Power, Value Change, and Market Influences

The estimated market value and the costs used relate only to the effective date of the appraisal. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

Market value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering and subject to economic changes in the marketplace over time. In appraisals involving the capitalization of future income benefits, the estimate of market value reflects the appraiser's interpretation of income, yields, and other factors derived from general and specific market information. Such estimates are as of the date of appraisal and subject to dynamic changes in the financial markets that may occur.

Legality of Use and Related Studies

This report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the report. It is assumed that all applicable zoning, building codes, and use regulations and restrictions of all types have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report. It is assumed that all required licenses, consents, permits, or other legislative or administrative authority from any local, state, or federal government and/or private entity or organization have been or can be obtained or renewed for any use on which the value estimate in this report is based.

No environmental or impact studies, special market study of analysis, highest and best use analysis study, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions based upon any subsequent study or analysis, or any previous study or analysis pertinent to the assignment that becomes known to him after the report is finished.

Legal and Financial Assumptions

No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable. The property is appraised in gross as free and clear of all mortgages, liens, encumbrances, leases, and servitudes unless so specified within the report.

If this appraisal is used for mortgage loan purposes, it should be noted that specific loan ratios, term amortization, and equity requirements have not been suggested. This appraisal report and value estimate is subject to change if the physical or legal entity or financing is different than that envisioned in this report.

Architectural, Structural, Mechanical, and Engineering Assumptions

No responsibility is assumed for matters of survey, architectural, structural, mechanical, or engineering nature. The legal description used in this report is assumed to be correct as furnished by the client, his designee, or as derived by the appraiser. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment to trespass unless noted within this report.

The appraiser has inspected, as far as possible, by observation the land and the improvements thereon. However, it was not possible to personally observe conditions beneath the soil, hidden structural components, or any mechanical components within the improvements and no representations are made as to these matters unless specifically stated and considered in this report. This appraisal is based on there being no hidden, unapparent or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering needed to discover such factors. The appraiser does not warrant against the occurrence of problems arising from the soil conditions.

All mechanical components are assumed to be in operable condition and states standard for properties of the subject's type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the conditions of the balance of the improvements unless otherwise stated. No judgment is made as to the adequacy of insulation or energy efficiency of the improvements or equipment. The lender, owner, or buyer should inspect the property before purchase or any disbursement of funds. Any of those parties may wish to require mechanical or structural inspection by a qualified and licensed contractor, civil or structural engineer, architect, or another expert.

The appraiser has not been requested to make an investigation of the possible existence of any potentially hazardous insulation or material used in the construction or maintenance of the building, or the possible existence of toxic waste which may or may not have been stored on the property or the possible existence of radon gas on the property.

The appraiser represents that he is not qualified to test for the presence or absence of such items and has not considered, and assumes no responsibility for, such products which might render the property more or less valuable. The client is advised to retain an expert in this field if this information is presumed appropriate and necessary.

This appraisal has not considered conditions relating to surface or subsurface waters; including, but not limited to water table, flood plain, flood hazard, or rights, if any, claimed nor or in the future in riparian lands and drainage - unless otherwise noted in this report. The appraiser assumes no responsibility for any costs or consequences arising from the need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Management of Property

It is assumed that the property being appraised will be operated under prudent, responsible, and competent ownership and management - being neither inefficient nor super-efficient.

Exhibits

The sketches and maps in this report are included only to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos. Site plans are not surveys unless shown from a separate surveyor.

Component Values

The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. Neither the analysis and conclusions herein nor the allocations of value for land and improvements may be used in conjunction with any other appraisal and are invalid if so used.

Personal Property

Furnishings, fixtures, or equipment of the business operation except as specifically indicated and typically considered as a part of the real estate have been disregarded unless otherwise stated. For some property types, business and real estate interests and values are combined.

Federal After-Tax Analysis

Any after-tax income and investment analysis or measures of return on investment are intended only to reflect possible and general market considerations at an assumed value of price paid. The appraiser does not claim expertise in tax matters and advises the client and any other person using this appraisal to seek competent tax advice. The appraiser is in no way to be considered a tax or investment advisor.

Hypothetical Condition

There are no hypothetical conditions regarding the appraisal of the subject property.

Extraordinary Assumptions

It is assumed by the appraiser that there are no utility easements or other easements affecting the subject site other than those stated in this report.

If this assumption is found to be false, it could alter the appraiser's opinion or conclusions.

Scope of the Appraisal

Introduction

"The term *scope of the appraisal* refers to the extent of the process of collecting, confirming, and reporting data."[1]

The appraiser determines a report's scope (extent of data collection & depth of reporting) according to the following primary factors:

1) Satisfaction of standards as set forth by USPAP.
2) Satisfaction of any additional standards/specific requirements as defined by client request &/or organization(s) for which an appraiser has professional membership.
3) Perceived needs of the intended user(s) as related to a report's intended use.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with its' intended use, the Code of Professional Ethics & Standards of Professional practice of the National Association of Realtors, and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

The appraiser has determined an "appraisal report" conforming to USPAP Standard 2-2(b) would satisfy the needs of the intended user(s). A Summary report offers basic statements of fact &/or brief summary comments when describing data, reasoning, and analysis used in the appraisal process to develop an opinion of value. As such, some documentation supporting the data, reasoning, and analysis was kept in the appraiser's files.

General Comments

Basic information pertaining to this assignment is based upon information gathered by the appraiser from inspection of the subject property and neighborhood, public records, and other identified sources. Data believed to be unreliable was not included in this report nor used as a basis for the value conclusion.

Region, county, city, and neighborhood data were based on information in the Real Estate Consultants library and files, physical inspection of the immediate neighborhood, and data from the City of Fayetteville and Washington County.

The appraiser physically inspected the subject on *March 1, 2023*, with subject photographs taken at that time. Subject property data was based upon information gathered from physical inspection of the subject property and immediate neighborhood, documentation provided by the City of Fayetteville, public records, and other identified sources.

In evaluating the highest and best use for the subject property, an analysis was made of data compiled in the steps noted above. The appraiser's opinion of subject's highest and best use is based on important factors such as physical location, physical characteristics, zoning requirements, and use history/potential. In addition, a study of the *downtown land development market* in the subject area has been made to help determine the economic feasibility of the subject property.

[1] Appraisal Institute, *The Appraisal of Real Estate-10th Edition,* (Chicago: The Appraisal Institute, 1992), p. 575

Scope of the Appraisal – Appraisal Methods Used

Market Data (Sales Comparison) Approach --

Underlying land value is based upon analysis of available market data for land comparables, either vacant or with improvements extracted, in the central downtown area. Comparables were gathered from the appraiser's files, Realtors ® multi-list service, courthouse records, and interviews with knowledgeable market participants. The most important individual examples are discussed in digest format, and then reconciled on a price per square foot basis to the subject after discussion. Applied appreciation over time, if any, is based on accumulated data in the appraiser's files and the appraiser's knowledge of the local market.

Income Approach --

The income approach was not developed under the scope of this appraisal assignment. At the time of the appraisal the subject property was not being rented or lease.

Cost Approach --

The cost approach was not developed under the scope of this appraisal assignment due to the lack of marketable improvements on the site. Existing parking lot, etc. are planned to be removed and are not included in this appraisal report.

Section III – Data Presentation

Neighborhood Description

For appraisal purposes, a neighborhood is considered to be a portion of a larger community in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Neighborhood inhabitants usually have a more casual community of interest and similarity of economic level and cultural background.

Neighborhood boundaries may consist of well-defined natural or man-made barriers, or they may be more or less well defined by a distinct change in land use, or in the character of the inhabitants.
The immediate area is commonly known as Fayetteville's Dickson Street Entertainment District, with neighborhood boundaries defined as such: N- Maple, S- Center St., E- College Ave., and W- U of A Campus.

The central downtown encompasses the City's financial and entertainment centers and continues to undergo revitalization as it adapts to current market demands and trends. The neighborhood is viewed by the market as one of the most desirable for commercial use, especially within the entertainment niche, both within the city and throughout the NW Arkansas region. College Avenue (Highway 71B) is the most important N-S open-access business route in the region. Close proximity to the University of Arkansas.

Property Description

Site

Based upon the survey provided by the client, the subject consists of (2) Lease areas. Lease area #1 is .025 acres or 1,086 sq.ft.. Lease area #2 is .025 acres or 1,110 sq. ft.; with both areas totaling .05 acres or 2,196 sq. ft.

They are two irregularly shaped, noncontiguous parcels, with a level to gentle slope down from West Ave to the west. The parcels are separated by a public walkway. The site is mostly cleared but there are several trees on the land. The parcels have been part of the public parking lot at West and Dickson Streets. The tracts offer approximately 100± feet of frontage near the west right of way along West Ave. West Ave. has two lanes and is paved with asphalt. However, it does not appear from documents provided to the appraiser that the subject has frontage or legal access to West Ave. The land appears to lie outside any FEMA identified flood zone area. The site has access to all municipal utilities. There appears to be a 18" sewer line bisecting the site and a 8" water line just south of the subject. It is assumed these lines would be accessible to the subject property.

No other adverse easements, encroachments, or other conditions were noted upon inspection.

Per the City's Downtown Master Plan zoning code, zoning is Main Street Center. This is a broad classification, primarily designed to allow high-density development. See zoning information in the addendum to this report.

Improvements

There are no permanent improvements included in this appraisal. Existing improvements are planned to be removed.

Environmental Analysis

My routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions that would affect the subject property negatively. *The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.* However, the appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. It is unlikely but possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Subject Property Aerial Map



Source: City of Fayetteville GIS Mapping System

City Downtown Zoning Map



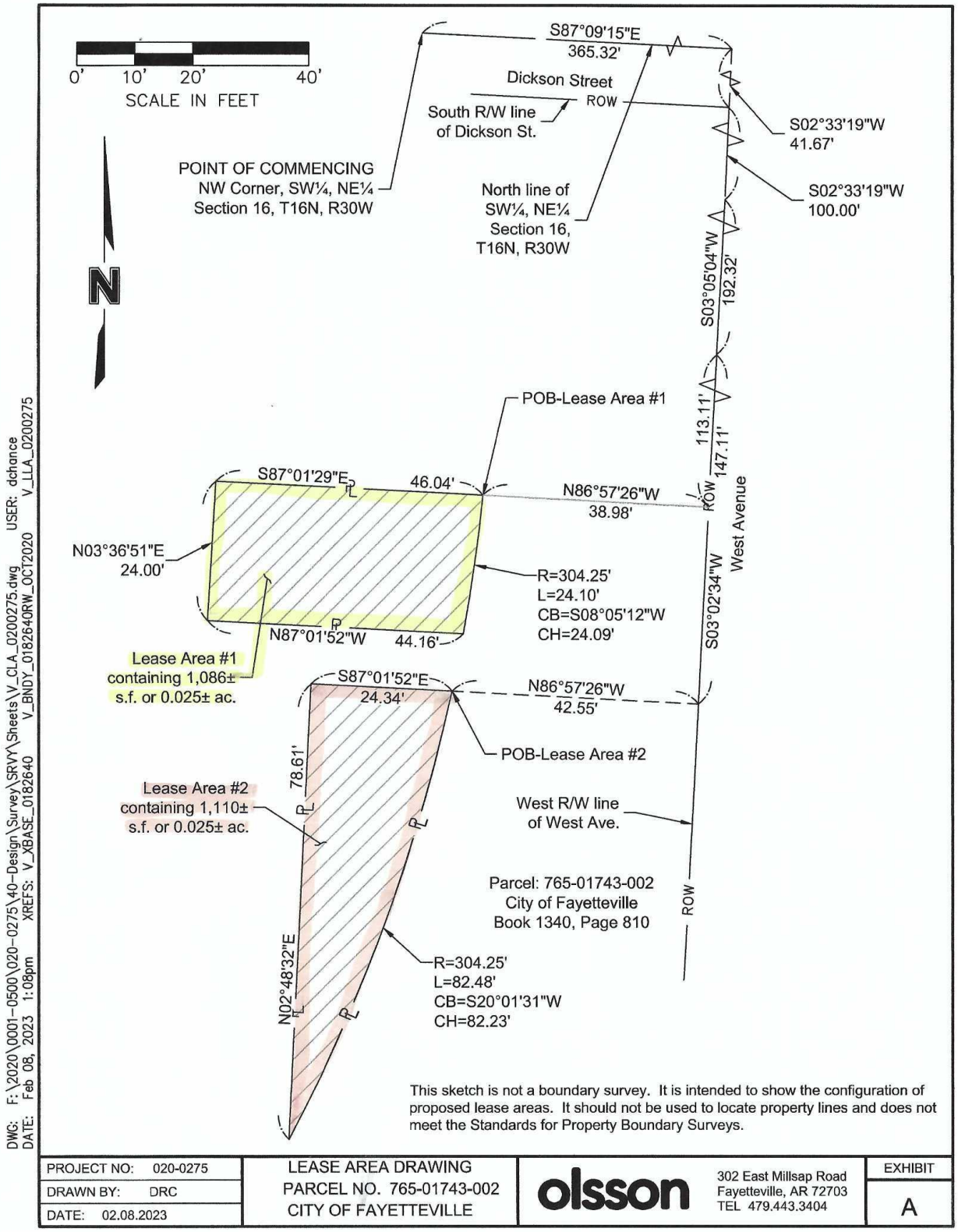
Source: City of Fayetteville GIS Mapping System

Subject Site Water and Utility Map



Source: City of Fayetteville GIS Mapping System

Subject Site Lease Area Drawing



Section IV – Subject Analysis & Valuation Approaches

Highest And Best Use Analysis

The Appraisal Institute defines highest and best use as follows:

> *"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."*

The following tests must be met in estimating the highest and best use of the subject:

1. *It must be physically possible based on subject site characteristics.*
2. *It must be a legal use under current or likely zoning regulations.*
3. *It must be probable and not based upon conjecture or speculation.*
4. *There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.*

I applied these tests to the subject. The Highest and Best use of a property is based on current trends and necessities in its neighborhood with respect to overall supply and demand factors and required rates of return for specific investment types. An appraiser's interpretation of highest and best use is essentially an economic study of market forces as they affect a specific property.

Appraisal theory and USPAP generally require development of two Highest and Best use opinions- 'as though vacant' and 'as improved'. 'As though vacant' is essential to determining underlying land value and intimately connected to the Cost Approach. The 'as improved' conclusion considers potential economic contribution (if any) of existing improvements and assists in determining how a prudent investor would utilize such improvements (renovation, expansion, demolition, et cetera). 'The Appraisal of Real Estate- 10th Addition' (Appraisal Institute, Chicago, 1992) offers this statement: "The use that maximizes an investment property's value, consistent with the long-term rate of return and associated risk, is its highest and best use as improved."

Any determination of highest and best use includes identifying the motivations of probable purchasers. The benefits of an investment property like the subject relates to net income potential and eventual resale or refinancing. Thus, the highest and best use will be that use which maximizes the net operating income on a long-term basis. This use must meet the four criteria previously mentioned. The subject property is currently unimproved without any significant structure. Hence, the Highest and Best Use as though vacant is applicable only to the subject site.

'As though vacant'- It is my opinion the land's highest and best use as though vacant is for plottage with adjoining property.

A summary discussion on the four tests of highest and best use is offered on the following pages.

The Four Tests of Highest & Best Use

General comments

The subject land is well located in central Fayetteville entertainment district, with the immediate neighborhood established for commercial and residential uses. Its' current zoning allows for very dense development. The subject's shape and size are likely too small to construct a significant structure.

Physically Possible:

Basic factors affecting the potential for physically constructing improvements on a specific site include tract size, shape, topography, and soils. Further utility depends on utilities availability, roadway frontage, and tract depth in relation to width. Irregularly shaped parcels may cost more to develop and usually have less overall utility than a rectangular parcel. The sites terrain has a slight gentle slope to it which would facilitate construction.

The site offers an inadequate size to comply with current design standards for most commercial buildings. Residential use of the site is considered doubtful due to the proximity to the railroad tracks and bars and restaurants, although, there is demand for housing in the neighborhood. I am unaware of any adverse soil conditions that might hinder full use of the lot. Considering these factors, prospective developers would not likely purchase this site for development. However, there is possibility a small-scale project could be constructed on the property.

Legally Permissible:

Land use options are further restricted by legal considerations, primarily determined by civil authorities, but also possible via private contract. The most obvious example is zoning. Other important factors include building codes and environmental regulations. Private, non-governmental examples include deed restrictions, subdivision covenants, easements, and long-term land leases. These legal factors limit current use &/or development options in the absence of 'grand fathering', allowed 'non-conforming use', or other usually rare privileges.

The subject lies within Fayetteville city limits and is zoned Main Street/Center. This zoning designation is planned for high-density use. Many options are therefore available according to the legality test, including development into commercial and residential uses.

After discussions with the City's planning office, it was determined that a small building could be constructed on the site under the Main Street/Center zoning classifications. It would be difficult but not impossible to place a building on the site under current zoning requirements for setbacks. The zoning code requires a setback from the street of 0' to 25' and 5' from the rear. There are also existing utility easements along the east and south boundary that will further decrease the building area of the site. There is also ample street frontage under the subject's zoning classification. Hence, allowing a small area to construct a building. Furthermore, there are not any off-street parking requirements for commercial use of the site.

Four Tests of Highest & Best Use Continued

Financially Feasible:

After limiting the array of uses by tests of physical possibility and legal permissibility, the appraiser then judges remaining possibilities according to financial considerations. A potential use is deemed financially feasible if that use promises a positive return on investment, all things considered. Positive return is contingent upon potential net operating income matched with appropriate required rates of return for a particular use. Important factors affecting such a return include operating expenses, debt satisfaction, and capital amortization. In my opinion, the subject's best financial return will be realized by a small commercial building or plottage with adjoining property.

Maximally Productive:

'The Appraisal of Real Estate Tenth addition' (Appraisal Institute, Chicago) defines this concept as such: "Of the financially feasible uses, the use that produces the highest residual land value consistent with the rate of return warranted by the market for that use is the highest and best use."

Among all potential uses remaining after consideration of the first three tests, a single specific use that results in the highest estimated residual land value is then determined. Most often, due to the durability of most real estate related improvements, prospective uses are narrowed according to a long-term scenario. Thus, the highest and best use will be that use which maximizes the net operating income on a long-term basis. Per Tenth addition: "The stream of benefits, or income, produced by the buildings reflects a carefully considered, and usually very specific, land use program. I believe the subject's best use is to combine the subject site with adjoining land to the west.

The Market Data Approach

The Market Data Approach or Sales Comparison Approach is an attempt to measure the reactions of typical buyers and sellers in the market. In this approach a direct comparison is made between the property being appraised and comparable properties that have either been sold recently, have received bonafide offers from prospective buyers, or are currently offered for sale.

The value of the property being appraised is inferred from the selling prices, offers, and asking prices of the comparable properties. To be "comparable" a property need not be identical to the subject. The word "comparable" is used in its ordinary sense meaning something that is capable of being compared with or worthy of comparison.

The appraiser assumes that a typical buyer in the market will not pay more for the subject property than it would cost to buy a comparable substitute property. The price a typical buyer is willing to pay is generally the result of an extensive search process in which he is constantly comparing alternative properties. In the meantime, the typical seller is usually trying to obtain the highest possible price for his property based upon his knowledge of the marketplace.

In applying the Market Data Approach, the appraiser takes the following steps:

1. Researches the market for available comparable properties in which actual sales, listings, or offerings have occurred.

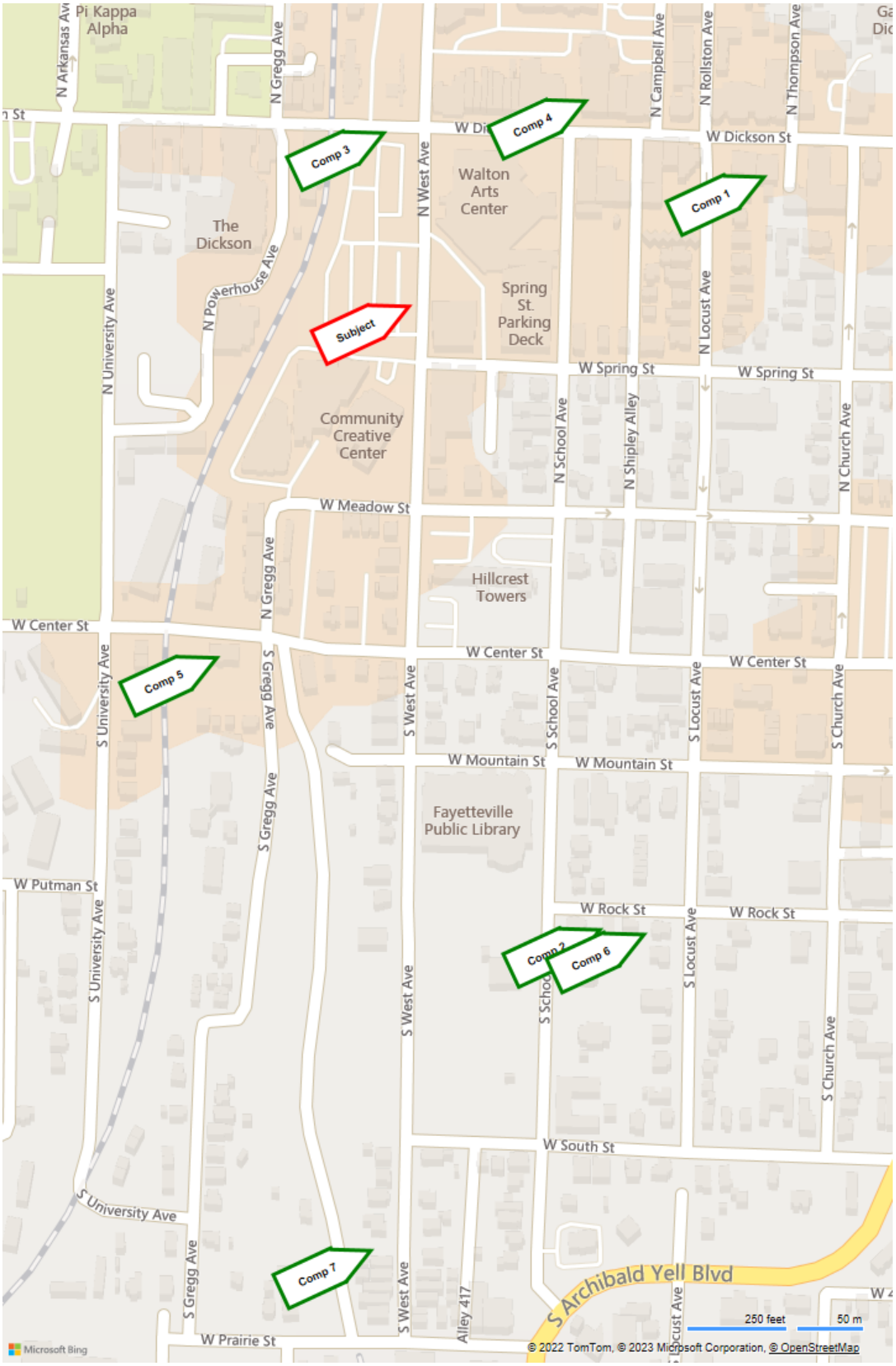
2. Confirms the prices and bonafide nature of the data and qualifies the terms and motivating forces.

3. Compares the property being appraised with each of the comparable properties, under the general division of location, time, physical characteristics, and other economic factors.

4. Formulates an opinion of the market value of the property being appraised based upon the price of each comparable property.

Pursuant to the appraisal of the subject property, I researched courthouse records, reviewed company files, accessed the Realtor's ® multi-list database, and interviewed knowledgeable market participants to locate recent market activity involving properties comparable or similar to the subject. Land sales selected for comparison with the subject property are included on the following pages.

Market Data Approach -- Comparable Land Sales Map



The Market Data Approach – Comparable Sales Data

Land Sale #1



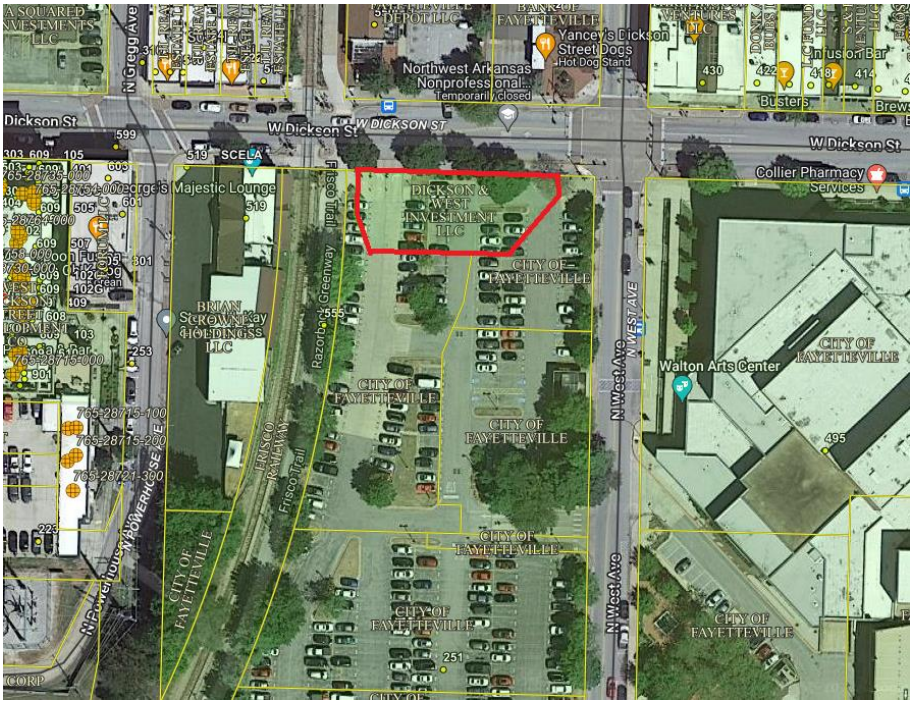
Grantor:	The Lumiere Building, LLC
Grantee:	HMT of Fayetteville, LLC
Date of Sale:	10/26/2018
Property Location:	227 W. Dickson St., Fayetteville, AR
Legal Description:	Part of Lots Numbered (1) and (4) in Block Numbered Four (4) in the Original Town of Fayetteville, Washington County, Arkansas
Zoning Category:	MSC (Main Street Center)
Land Size:	.131 acres or 5,706 sq. ft.
Improvements:	None of Contributory Value
Reported Price:	$950,000
Data Source:	Washington County Assessor Records- Parcel #765-01685-000, Washington County Circuit Clerk's Deed Book 2018 at Page 32093
Remarks:	Small, rectangular shaped shallow lot with frontage on Dickson St.
Indicated Price:	$166.48/Square Foot

Land Sale #2



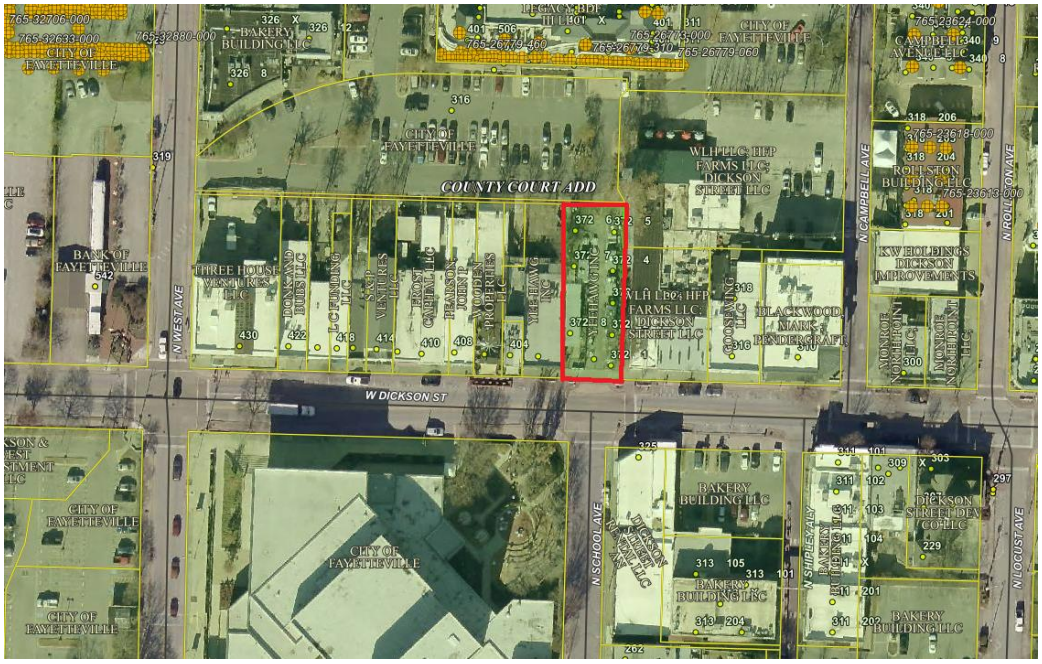
Grantor:	Dewayne & Rhonda Bebout
Grantee:	Nestor Briceno
Date of Sale:	05/13/2021
Property Location:	317 W. Rock St., Fayetteville, AR
Legal Description:	A part of Block 38 in the original plat of City of Fayetteville, Washington County, AR
Zoning Category:	DG (Downtown General)
Land Size:	.15 acres or 6,534 sq. ft.
Improvements:	None of Contributory Value
Reported Price:	$190,000
Data Source:	Washington County Assessor Records- Parcel #765-02055-000, Washington County Circuit Clerk's Deed Book 2021at Page 18741
Remarks:	Small lot off Rock St. between S. School and S. Locust. ½ Block east of the new library. Fairly recent sale in downtown Fayetteville.
Indicated Price:	$29.08/Square Foot

Land Sale #3



Grantor:	City of Fayetteville
Grantee:	Dickson & West Investments, LLC
Date of Sale:	12/20/2021
Property Location:	W. Dickson St., Fayetteville, AR
Legal Description:	A part of the NW ¼ of the NE ¼ of Section 16, Township 16 North Range 30 West, City of Fayetteville, Arkansas
Zoning Category:	MSC (Main Street Center)
Land Size:	.20 acres or 8,712 sq. ft.
Improvements:	None of contributory value
Reported Price:	$263,000
Data Source:	Washington County Assessor Records - Parcel # 765-01745-003, Washington County Circuit Clerk's Deed Book 2022 at Page 450
Remarks:	Irregularly shaped tract with frontage on Dickson St. Just north of the subject.
Indicated Price:	$30.19/Square Foot

Land Sale #4



Grantor:	Wooden Properties, LLC
Grantee:	Yeehawg, Inc.
Date of Sale:	06/16/2021
Property Location:	372 W. Dickson St., Fayetteville, AR
Legal Description:	A part of Lots Numbered Eight (8) and Eleven (11) in Block Six (6) of the County Court Addition to the City of Fayetteville, Washington County, AR
Zoning Category:	MSC (Main Street Center)
Land Size:	.17 A or 7,405 sq. ft.
Improvements:	None of contributory value
Reported Price:	$1,200,000
Data Source:	Washington County Assessor Records Parcel #765-04374-000, Washington County Circuit Clerk's Deed Book 2021 at Page 23461
Remarks:	This lot is located on the north side of Dickson St.. The shape is rectangular, and the topography is level and ideal for construction.
Indicated Price:	$162.05/Square Foot

Land Sale #5



Grantor:	Myers Family Properties LLC
Grantee:	Satsang LLC
Date of Sale:	04/28/21
Property Location:	601 W. Center St. Fayetteville, AR
Legal Description:	N PT LOT 1 NE SW FURTHER DESCRIBED FROM 2021-16291 AS: Part of Lot One (I) in the County Court Plat of the Northeast Quarter of the South West Quarter of Section Sixteen (16) in Township Sixteen (16) North, Range Thirty (30) West of the 5th P.M.,
Zoning Category:	MSC (Main Street Center)
Land Size:	.48 Acres or 20,908.8 sq. ft.
Improvements:	None of contributory value
Reported Price:	$450,000
Data Source:	Washington County Assessor Records Parcel #765-12944-000 Washington County Circuit Clerk's Deed Book 2021 at Page 16291
Remarks:	This lot is located one block south of the subject on Center St., it is rectangular in shape. The improvement had burnt down before time of sale and has been razed.
Indicated Price:	$21.52/Square Foot

Land Sale #6



Grantor:	Modus Real LLC
Grantee:	MSNZ LLC
Date of Sale:	05/27/22
Property Location:	205 S. Locust Ave. Fayetteville, AR
Legal Description:	PT BLOCK 38 (84/164) FURTHER DESCRIBED FROM 2014-27268 AS: A part of Block Numbered Thirty-Eight (38) in the Original Town (now City) of Fayetteville, Arkansas
Zoning Category:	DG (Downtown General)
Site Qualities:	.29 Acres or 12,633 sq. ft.
Improvements:	None
Reported Price:	$470,000
Data Source:	Washington County Assessor Records Parcel #765-02048-000 Washington County Circuit Clerk's Deed Book 2022 at Page 02579
Remarks:	This lot is located southeast of the subject, near the Fayetteville Public Library. It is a rectangular shaped parcel.
Indicated Price:	$37.20/Square Foot

Land Sale #7



Grantor:	Chris and April Copeland
Grantee:	Katz Family Trust
Date of Sale:	3/3/23
Property Location:	357 S. West Ave. Fayetteville, AR
Legal Description:	PART OF LOT 3 BLOCK 22 & PT VACATED WEST AVE & PT VACATED 30' ALLEY FURTHER DESCRIBED FROM 2023-5262
Zoning Category:	DG (Downtown General)
Site Qualities:	.12 or 5,227.2 sq. ft.
Improvements:	None
Reported Price:	$235,000
Data Source:	Washington County Assessor Records Parcel #765-05530-000 Washington County Circuit Clerk's Deed Book 2023 at Page 05262
Remarks:	This lot is located southeast near the subject on West Ave. and is flat and irregular in shape
Indicated Price:	$44.95/Square Foot

Analysis of Comparables and Conclusion of Land Value

In my opinion, there are an adequate number of comparables available to render a reliable opinion of the subject's underlying land value according to its' highest and best use. I offer a variety of verified transactions considered representative of recent market activity, while retaining additional examples in my files. Overall, there has been a limited amount of good comparable sales in the Dickson St./Downtown Fayetteville area. However, there has been an adequate amount of data to render an opinion of the market value of the subject. The comparables used are summarized as follows:

Sale	*Date*	*Tract Size*	*Land Price*	*$/SF*	*Comparability*
1	10/26/2018	5,706 SF	$950,000	$166.48	Superior
2	05/13/2021	6,534 SF	$190,000	$29.08	Inferior
3	12/20/2021	8,712 SF	$263,000	$30.19	Similar
4	06/16/2021	7,405 SF	$1,200,000	$162.05	Superior
5	04/28/21	20,908 SF	$450,000	$21.52	Inferior
6	05/27/22	12,633 SF	$470,000	$37.20	Similar
7	03/02/23	5,227.2 SF	$235,000	$44.95	Similar

All comparables are located within close proximity of the subject, with most considered having similar immediate Downtown neighborhood influence.

Appreciation over time within the subject's land market niche is still prevalent. But there are fewer top-end prices paid compared to the more speculative time of 2004-2012. However, recent sales are approaching the prices paid in that era.

The researched sales indicate an *unadjusted* price range of $21.52/sq. ft. to $166.48/sq.ft.. This is a wide range in which to comfortably place the subject. Primary differences are attributable to location relative to the Downtown grid, total size, buildability of the tract, date of sale, and overall potential. The upper end of the value range are of good buildable sites, many of which have been developed or are planned for multi-story residential townhomes and commercial uses. The lower end of the range are of tracts off Dickson St. and the downtown square which do not have the appeal of the Dickson St. fronting properties. These tracts are rectangular shaped and sized for smaller residential units.

Generally speaking, per square foot values decline as the size of the tract increases. This rule of thumb does not always hold true; though, especially when considering the unique requirements of urbanized areas. Some tracts suffer discounts if they are too small to satisfy zoning ordinances (e.g., parking). In addition, owing to the current trend of condominium/mixed-use projects prevalent downtown, tracts too small for development into multi-story structures do not have nearly the same desirability as the city grows upward.

The appraiser has prepared a sales adjustment grid on the following pages. This grid shows the adjustment process in detail and is used to render a value estimate of the subject property.

It is my opinion the subject's land would fall near the mid to lower area of the stated range. Therefore, based upon the above recited sales and analysis thereof, and after adjustments are made for differences in time, size, location, visibility, land qualities, and other economic factors, it is my considered opinion the subject's land value, *as of March 1, 2023*, is as follows:

2,196± SF @ $45.00/SF = $98,820

Say $99,000

Comparable Sales Adjustment Grid

City of Fayetteville Lease Area Comparable Land Sale Grid				
Fayetteville, AR				
Appx. 2,196 sq.ft.				
	SUBJECT	**SALE #1**	**SALE #2**	**SALE#3**
	West Ave.	227 W. Dickson	317 W. Rock St.	W. Dickson St.
	Fayetteville	Fayetteville	Fayetteville	Fayetteville
PRICE DATA				
PURCHASE PRICE	NA	$ 950,000	$ 190,000	$ 263,000
CONCESSIONS/TERMS	Cash to Seller	Cash/None	Cash/None	Cash/None
Adjustment				
PRICE PER Square Foot		$ 166.49	$ 29.08	$ 30.19
DATE OF SALE	NA	Oct-18	May-21	Dec-21
Adjustment		-$33.30	$2.91	$3.02
ADJUSTED PRICE	NA	$ 133.19	$ 31.99	$ 33.21
LOCATION	Dickson St.	Superior	Inferior	Superior
Adjustment		$ (57.27)	$ (3.20)	$ -
SIZE (sq.ft.)	2,196	5,706	6,534	8,712
Adjustment		$ 6.66	$ (1.60)	$ (1.66)
TOPO/SHAPE	Clear/Level	Similar	Gentle/Rectangular	Level/Irregular
Adjustment		$0.00	($1.60)	$0.00
UTILITIES	Average	Similar	Similar	Similar
Adjustment		$ -	$0.00	$ -
IMPROVEMENTS	NA	None	None	None
Adjustment		$ -	$ -	$ -
ZONING	MSC	MSC	DG	MSC
Adjustment		$ -	$ -	$ -
FLOOD HAZARD	None	None	None	None
Adjustment		$ -	$ -	$ -
VISIBILITY/ACCESS	Average	Superior	Inferior	Superior
Adjustment		$ (41.62)	$ -	$ -
NET ADJUSTMENT		$ (92.24)	$ (6.40)	$ (1.66)
INDICATED PRICE		$ 40.96	$ 25.59	$ 31.55
			Mean	**$ 44.36**
			Weighted Average	**$ 44.97**
			Say	$45.00
			Indicated Value	**$98,820**
			Say	**$99,000**

Comparable Sales Adjustment Grid, Continued

SALE #4	**SALE #5**	**SALE #6**	**SALE #7**
372 W. Dickson St.	601 W. Center St.	205 S. Locust	357 S. West
Fayetteville	Fayetteville	Fayetteville	Fayetteville
$ 1,200,000	$ 450,000	$ 470,000	$ 235,000
Cash/None	Cash/None	Cash/None	Cash/None
$ 162.05	$ 21.52	$ 37.20	$ 44.95
Jun-21	Apr-21	May-22	Feb-23
$0.00	$2.15	$1.86	$0.00
$ 162.05	$ 23.67	$ 39.06	$ 44.95
Superior	Inferior	Inferior	Inferior
$ -	$ (4.73)	$ (7.81)	$ (8.99)
7,405	20,909	12,633	5,227
$ (8.10)	$ 5.92	$ 9.77	$ 2.25
Level/Rectangular	Level/Rectangular	Gentle/Rectangular	Gentle/Irregular
($8.10)	($1.18)	($1.95)	$0.00
Similar	Similar	Similar	Similar
$ -	$ -	$ -	$ -
None	Razed by Buyer	None	None
$ -	$ -	$ -	$ -
MSC	MSC	DG	DG
$ -	$ -		$ -
None	None	None	None
$ -	$ -	$ -	$ -
Superior	Similar	Similar	Inferior
$ (40.51)	$ -	$ -	$ 8.99
$ (56.72)	$ 0.00	$ (0.00)	$ (2.25)
$ 105.33	$ 23.67	$ 39.06	$ 42.70

Correlation, Analysis, and Conclusion

The Market Data Approach exclusively was used to estimate the value of the subject land. The Cost & Income Approaches were not considered to be applicable under the scope of this appraisal. The Market Data Approach resulted in the following indicated value:

The Market Data Approach	**$ 99,000**

It is the appraiser's opinion that an adequate amount of Market Data was available to obtain a reliable value estimate for the subject land as if vacant. A sufficient amount of sales activity has occurred in the general vicinity of the subject property. The sales analyzed and included in this report are considered reliable and do indicate the prices being paid for commercial/residential land in the Downtown Fayetteville area.

Due to the small size of the subject, it was difficult to find truly comparable sales. The appraiser has analyzed recent sales of similar zoned land in the subject area which are suitable for development of multi-story residential/commercial buildings. These are sales are considered superior to the subject property. Furthermore, the appraiser has analyzed sales of land along the railroad right of way which reflect a much lower value than the aforementioned sales. It is the appraiser's opinion that the subject's value should fall somewhere in between the stated value range.

The appraiser has assumed that a small building can be built on the subject property.

Therefore, based upon the data collected and analyzed within this report and the preceding discussion, it is the considered opinion of this appraiser that the Fair Market Value of the subject property as of *March 1, 2023*, is as follows.

$ 99,000

Certificate of Appraiser

I hereby certify, that to the best of my knowledge and belief, that the statements of fact contained in this report are true and correct; that the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; that I have no present or prospective interest in the property that is the subject of this report, and I have no interest or bias with respect to the property that is the subject of this report or to the parties involved with this assignment; that my engagement in this assignment was not contingent upon developing or reporting predetermined results; that my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

I hereby certify, that my analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with requirements of the code of Professional Ethics and the Standards of Professional practice of the National Association of Realtors; that the use of this report is subject to the requirements of the National Association of Realtors relating to review by its duly authorized representatives; that all signatories of this report have physically inspected the subject property and are familiar with the comparables stated within.

The appraiser further certifies that the analyses, opinions and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.

In the previous sections of this report, the appraiser has analyzed the relevant facts and applied the appropriate appraisal processes to the subject property. It is the considered opinion of this appraiser that the *Market Value* of the subject property as of the effective date of *March 1, 2023,* is:

NINETY-NINE THOUSAND DOLLARS
($99,000)

Respectfully Submitted,



Mark E. Risk, GAA
State Certified General Appraiser #0202

Section V - Addendum

161.27 - Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations

Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage*. 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, § 1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§ 5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17)

Appraiser Qualifications

Mark E. Risk, GAA
Real Property Broker & Appraiser

PRESIDENT

TREC, INC. dba The Real Estate Consultants
2592 N. Gregg Ave. Suite #1 / P. O. Box 747
Fayetteville, Ar. 72703
(479) 442-0762

STATE CERTIFIED GENERAL APPRAISER

State of Arkansas – #CG-0202

LICENSED REAL ESTATE BROKER

State of Arkansas- Principal Broker #00005933

ADJUNCT POSITION

University of Arkansas – Adjunct Instructor – Real Estate (1980-2020)

EDUCATION

University of Arkansas, MBA 1979
University of Arkansas, BSBA 1977
Major: Real Estate and Finance
American Institute of Appraisers
Real Estate Appraisal Principles
Basic Valuation Procedures
Standards of Professional Practice
Capitalization Theory and Techniques (U of A)
Marshall & Swift Building Cost Seminar
Easement Valuation -- International Right of Way Assoc.
GRI Course 306 -- Arkansas Realtors Association
NAIFA Courses -- Standards of Professional Practice
-- Reviewing the URAR Form
-- The New URAR Report -- NAIFA,

PROFESSIONAL MEMBERSHIPS

National Association of Realtors (NAR) -- Appraisal Section
Arkansas Realtor's Association
Metro Area Board of Realtors

PROFESSIONAL DESIGNATIONS

General Accredited Appraiser (GAA) - National Association of Realtors

STATE BOARDS

Appointed to the Appraiser's Licensing and Certification Board by Governor Bill Clinton in January 1992. Reappointed by Governor Jim Guy Tucker in 1994. Term Expired in January of 1997.

BOARD OF DIRECTORS

Served on Board of Directors of the UARK Federal Credit Union

NATIONAL COMMITTEES

National Association of Realtors

Appraisal Section
Subcommittee 1995-1998
Chair - 1998
Appraisal Forum 1995
Appraisal Committee 1997-98; 2000-2006

EXPERIENCE

Real Estate Consultants 1981-present
Actively appraising real estate in Northwest Arkansas since 1979.
Associated with Jim Sullivan (Sullivan Agency), 1979 to 1989.
Associated with Tom Reed (Reed & Associates), 1981 to 1985.
Employed by Keith S. Schultz (Associated Appraisers) 1980-81.

TEACHING

Real Estate Instructor at the University of Arkansas (1981 to date)
Courses taught include: Real Estate Principles, Real Estate Finance & Investments, and Real Estate Appraisal
Continuing Education Seminars: Basic Steps to Residential Appraisal, Environmental Concerns, Property Management

PUBLICATIONS

"Recreational Land Values and Trends in Northwest Arkansas",
Arkansas Business and Economic Review, Vol. 16, No. 1, 1983;
Picked up for reprint by the International Association of Assessors

CLIENTS SERVED

***LENDING INSTITUTIONS**

66 Federal Credit Union
American Airlines Credit Union
Arkansas National Bank
Bank of Fayetteville
Arvest Bank
UARK Federal Credit Union
Bank of Arkansas
Bank of Salem
Bank of Eureka Springs
Bank of Oklahoma
Chambers Bank
First Security Bank of NW Arkansas
Community First Bank
First State Bank
Great Southern Bank
First Federal Bank
First Financial Bank

***LENDING INSTITUTIONS (Cont'd.)**

Metropolitan National Bank
Simmons First Bank
Signature Bank
Liberty Bank of Arkansas
Legacy National Bank
Bank of Fayetteville
Regions Bank-Dallas
Telco Credit Union
Bank of America
First National Bank of St. Louis
Bank of Jackson Hole

***MORTGAGE COMPANIES**

Ameriquest Mortgage
Arvest Mortgage Company
Broyles Mortgage Company
Federal National Mortgage Association (FANNIE MAE)
James River Mortgage Company
Lomas & Nettleton
Norwest Mortgage
PHH Home Mortgage
Pulaski Mortgage Company
Southern Mortgage
U.S. Mortgage
Lending Tree
Ditech.com

DEVELOPERS

Dream Structures
Copher Quality Homes
Larry Carter Development Corporation
Castle Development
East Avenue Development, LLC
Dr. J. B. Hays
Houses, Inc.
C & K Construction
Riggins Construction

RELOCATION COMPANIES

Corporate Relocation
Sirva Relocation
Cendant Mobility
Coldwell Banker Relocation
Commonwealth Relocation Services
Equitable Relocation Mgmt. Corporation
Executive Relocation
Forward Mobility
Home Equity Corporation
Prudential Relocation Management
Re/Max Relocation
Relocation Funding Corporation
Relocation Resources
Weichert Relocation

MISCELLANEOUS

Anheuser Busch
Ball Corporation
Bell International
Busch Skil Company
Cargill Corporation
Cannon Express
Cummulus Broadcasting
Central United Methodist Church
City Of Eureka Springs
City Of Fayetteville
City Of Springdale
City Of Rogers
City Of Johnson
City Of Bentonville
Arkansas Department of Parks & Recreation
Arkansas State Highway & Transportation Department
Nature Conservancy
SWEPCO
Bentonville Airport Commission
Colgate Palmolive
CTS Corporation
Deere Credit Services
Federal Deposit Insurance Corp. (FDIC)
Fulbright Enterprises
Gates Rubber Company
General Motors
Gerald Carr (Retired Astronaut)
Kraft, Inc.
Love Box Company
MGIC
Michelin Tire Company
Ozarks Electric Cooperative
Phizer, Inc.
Procter & Gamble
Record Data, Inc.
Resolution Trust Corporation
Roadway Express
Salvation Army
Sioux Transportation
Tyson Foods, Inc.
Many Other Attorneys, Doctors, And Individuals

COURT TESTIMONY

Benton County Circuit Court
Carroll County Circuit Court
U.S. Federal Bankruptcy Court
Washington County Circuit Court
Crawford County Circuit Court
Madison County Circuit Court

GEOGRAPHIC AREA SERVED

Northwest Arkansas
Washington, Benton, Carroll & Madison Counties

Appraisal Report

The City of Fayetteville- Engineering Division
125 W. Mountain St.
Fayetteville, AR 72701

As of March 1, 2023

Client:
City of Fayetteville Engineering Division
125 W Mountain St
Fayetteville, AR 72701

Presented By:
The Real Estate Consultants

Produced By:
Mark E. Risk, GAA
State Certified General Appraiser #0202

File #23-0012

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THE
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CONSULTANTS

2592 N. Gregg Ave. Suite #1
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Fayetteville, AR 72702

°REALTORS ° APPRAISERS ° CONSULTANTS

(479) 442-0762

March 15, 2023

Waylon Abernathy, Director of Bond Projects and Facilities
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Appraisal Services

City of Fayetteville
Tract A, Dickson/West Parking Area
Fayetteville, AR 72701

Dear Mr. Abernathy:

In compliance with your request and to determine the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The subject property was inspected by the appraiser on *March 1st, 2023*. The intended use is for potential sale evaluation of the aforementioned property by the City of Fayetteville. I further certify that I have no interest present or contemplated in the property under appraisement, and that my fee was not contingent upon the value estimate reported.

The opinions set forth in this letter are stated as of March *15, 2023.*

The following narrative appraisal report contains the data gathered in my investigation and shows the method of appraisal in detail. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. This report is considered an "Appraisal Report".

This appraisal is based upon information gathered by the appraiser from the subject owner, public records, and other reliable sources, and upon an inspection of the subject property and neighborhood. In developing the appraisal approaches used, data was collected from the Real Estate Consultants' office files and courthouse records. The appraiser has applied the Market Data Approach in this appraisal.

Based upon my inspection of the subject property and the investigation and analysis carried out in this report, it is my considered opinion that the Market Value of the subject property as of *March 1, 2023*, and subject to the assumptions and limiting conditions set forth in the body of this report, is as follows:

ONE MILLION SEVENTY-FIVE THOUSAND DOLLARS
($1,075,000)

Respectfully submitted,



Mark A. Risk GAA
State Certified
General Appraiser # CG0202

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Section I – Executive Summary

Salient Facts & Conclusions

Property:	A part of the SW1/4 of the NE ¼ of Section 16, Township 16 North, Range 30 West, City of Fayetteville, AR. West Ave. South of Dickson St.	
County:	Washington	
Parcel #(s):	Pt. of Parcel #765-01743-002	
Fee Owner:	City of Fayetteville	
Subject Location:	West Ave., south of Dickson St. - Fayetteville, AR 72701	
Estate Appraised:	Fee Simple	
Size:	Site – 21,927 Sq Ft.	
Effective Date:	March 1st, 2023 - The Date of Inspection	
Utilities:	All Municipal Utilities Are Available	
Zoning:	Main Street Center (MSC)	
Highest and Best Use:	Assemblage with adjoining property	
Value Indications:	Market Data Approach	$1,075,000
	Cost Approach	NA
	Income Approach	NA

Final Estimate of Market Value: **$1,075,000**

Note:
This appraisal report has been prepared for the exclusive benefit of the City of Fayetteville. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written permission does so at their own risk.

Subject Aerial Photo



Subject Pictures



Proposed Purchase Area



Proposed Purchase Area

Property Identification

The property under appraisement is a portion of the City owned parking lot south of Dickson St. off West Ave. in Downtown Fayetteville, Washington County, Arkansas. The property is owned by the City of Fayetteville.

Legal Description

A part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, being a part of the tracts of land recorded in the Washington County Recorder's Office in Book 1340 at Page 810 and in Book 1351 at Page 302, more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 16 North, Range 30 West, in the City of Fayetteville, Washington County, Arkansas, thence S87*09'15"E, along the North line of said Quarter, a distance of 165.65 feet; thence departing said Northline S02*48'48"W a distance of 41.47 feet to the point of intersection of the East Right-of-Way line Arkansas & Missouri Railroad, as now established, and the South Right-of-Way line of Dickson Street, as now established; thence departing said South Right-of-Way line S02*48'18"W along said East Right-of-Way line, a distance of 45.00 feet; thence continuing along said East Right-of-Way line along a tangent curve to the right having a radius of 980.37 feet, and a Chord that bears S14*47'51"W, an arc length of 368.68 feet for a POINT OF BEGINNING; thence departing said East Right-of-Way line S60*10'51"E, a distance of 27.29 feet; thence N29*53'40"E, a distance of 22.55 feet; thence S60*06'20"E, a distance of 96.03 feet; thence S87*01'52"E, a distance of 87.89 feet; thence S02'48"32'W, a distance of 78.61 feet; thence along a non-tangent curve to the right having a radius of 304.25 feet and a Chord that bears S30*45'15"W, an arc distance of 31.46 feet to a point in the North Right-of-Way line of Spring Street, as now established; thence N87*06'37"W along said North Right-of-Way line a distance of 4.34 feet; thence departing said North Right-of-Way line N01*42'57"E a distance of 10.34 feet to a found chiseled "X"; thence N87*09'36"W a distance of 77.69 feet to a found chiseled "X"; thence N28*01'14"W a distance of 37.11 feet to a found chiseled "X"; thence N69*33'43"W, a distance of 13.10 feet to a found nail; thence N87*10'17"W, a distance of 60.59 feet to a found rebar with cap, "Bates 1642"; thence S85*31'41"W, a distance of 25.47 feet to a found rebar with cap, "Bates 1642"; thence S68*44'21"W, a distance 49.88 feet to a found rebar with cap, "Bates 1642" in said East Right-of-Way line of Arkansas & Missouri Railroad; thence N26*06'02"E along said East Right-of-Way line a distance of 99.09 feet; thence continuing along said East Right-of-Way line, along a tangent curve to the left having a radius of 980.37 feet and a Chord that bears N26*29'16"E, an arc distance of 31.66 feet to the POINT OF BEGINNING, containing 21,927 square feet or 0.503 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Appraisal Inspection Comments

Date:	March 1, 2023
Inspection Notes:	Mark Risk visually inspected the subject property on the above date. The inspection consisted of a walking tour of the property. The appraiser was accompanied by architect Rob Sharp who was representing a bordering property owner (Brian Reindel) who has a potential interest in the subject land.
Owner Contact:	*Waylon Abernathy representing the City of Fayetteville*

Section II - Appraisal Premises

Market Value Defined

The Appraisal Foundation defines market value as follows:

"The most probable price that a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Hypothetical Condition Defined

Hypothetical Condition – *A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.* Uniform Standards of Professional Appraisal Practice

Extraordinary Assumption Defined

Extraordinary Assumption – *An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusions.* Uniform Standards of Professional Appraisal Practice

Purpose Of the Appraisal

The purpose of this report is to estimate the Market Value of the subject property.

Intended Use and User of The Appraisal

The intended use of the appraisal is for potential sale or lease evaluation purposes of the client. The intended user is the client, The City of Fayetteville - Engineering Division.

Property Rights Appraised

The property is appraised as though owned in fee simple and unencumbered. A fee simple title is the fullest type of private ownership possible, subject to all public limitations including zoning, taxation, and eminent domain; and subject to private limitations, which may exist, such as easements and restrictions of record.

Subject History

According to Washington County records, the City of Fayetteville has held the subject property since 1989. The most recent ownership change occurred on September 27, 1989, per Deed 1340 page 810 of the Washington County Courthouse Records. In this transaction the property was deeded to the City of Fayetteville from McBride Distributing, Inc. No revenue stamps were placed on the deed. No other arm's length transactions were discovered involving the subject property within the past five years.

Subject Status

The subject property is currently being considered to be sold to a bordering property owner. There is no list price or asking price for the property at the time of the appraisal.

Assumptions and Limiting Conditions

ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE FOLLOWING ASSUMPTIONS AND LIMITING CONDITIONS:

Limit of Liability

The liability of TREC, Inc., The Real Estate Consultants, Mark E. Risk GAA, and associates and employees is limited to the client only and to the fee actually received. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignments. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type of present in the property - physically, financially, and/or legally. In the case of limited partnerships, client agrees that if any lawsuit brought by a lender, partner, part owner, tenant, or other party, results in any award or settlements of any type in such suit regardless of outcome, that the client, who is the intended sole recipient of this report, will hold the appraiser completely harmless in any such action.

Copies, Publication, Distribution, and Use of the Report

Possession of this report or any copy thereof does not carry with it the right to publication, nor may it be used for any purpose other than its intended use. The signer of this report is a candidate for membership in the National Association of Independent Fee Appraisers, and a member of the National Association of Realtors and its Appraisal Section. The Bylaws and Regulations of these organizations require their members to control the use and distribution of each report signed by such member.

Therefore, except as hereinafter provided, only the party for whom this report was prepared may distribute copies of this report, and only in its entirety, to such third parties as may be selected, but not without prior written consent and approval of the signatory of this report. The physical report remains the property of the appraiser for the use of the client.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the National Association of Independent Fee Appraisers, the National Association of Realtors or any designations shall be disseminated to the public through the advertising media, public relations media, news media or any public means of communication without prior written consent and approval of the signer of this report. The authentic copies of this report are sealed with my Seal. Any copy that is not so sealed is unauthorized and may have been altered.

Confidentiality and Trade Secrets:

This appraisal consists of trade secrets and commercial or financial information which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). The appraiser may not divulge the material contents of this report, the analytical findings and conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing - except as may be required by the National Association of Independent Fee Appraisers, the National Association of Realtors, or other organizations as they may request in confidence for ethics enforcement, or by a

court of law of body with the power of subpoena. This appraisal is to be used only in its entirety and no part is to be used without the whole report.

No change of any item in the report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility if any such unauthorized change is made. The client shall notify the appraiser signing the report of any request to reproduce this appraisal in whole or part.

Testimony, Consultation, and Completion of Appraisal Services

The contract for appraisal, consultation, or analytical services is fulfilled and the total fee payable upon completion of this report. The appraiser or those assisting in preparation of this report will not be asked or required to give testimony or be subpoenaed in court of any public or private hearing because of having made this appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. A MINIMUM TWENTY DAY NOTICE MUST BE GIVEN BEFORE COURT APPEARANCE FOR PURPOSES OF REVIEW AND STUDY. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of the issuing party.

Information Used

No responsibility is assumed for the accuracy of information as to description (legal, physical, etc.) of the premises, restrictions, improvements, and income features of the property furnished by others, the client, his designee, or public records. All information furnished by others is assumed to be true, correct, and reliable and a reasonable effort has been made to verify such information. An impractical amount of time and money would be necessary to furnish unimpeachable verification in all instances. It is suggested that the client consider independent verification if so desired before making a significant commitment regarding the subject property. No responsibility for the accuracy of data and information obtained or the work of possible subcontractors is assumed by the appraiser.

Purchasing Power, Value Change, and Market Influences

The estimated market value and the costs used relate only to the effective date of the appraisal. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

Market value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering and subject to economic changes in the marketplace over time. In appraisals involving the capitalization of future income benefits, the estimate of market value reflects the appraiser's interpretation of income, yields, and other factors derived from general and specific market information. Such estimates are as of the date of appraisal and subject to dynamic changes in the financial markets that may occur.

Legality of Use and Related Studies

This report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the report. It is assumed that all applicable zoning, building codes, and use regulations and restrictions of all types have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report. It is assumed that all required licenses, consents, permits, or other legislative or administrative authority from any local, state, or federal government and/or private entity or organization have been or can be obtained or renewed for any use on which the value estimate in this report is based.

No environmental or impact studies, special market study of analysis, highest and best use analysis study, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions based upon any subsequent study or analysis, or any previous study or analysis pertinent to the assignment that becomes known to him after the report is finished.

Legal and Financial Assumptions

No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable. The property is appraised in gross as free and clear of all mortgages, liens, encumbrances, leases, and servitudes unless so specified within the report.

If this appraisal is used for mortgage loan purposes, it should be noted that specific loan ratios, term amortization, and equity requirements have not been suggested. This appraisal report and value estimate is subject to change if the physical or legal entity or financing is different than that envisioned in this report.

Architectural, Structural, Mechanical, and Engineering Assumptions

No responsibility is assumed for matters of survey, architectural, structural, mechanical, or engineering nature. The legal description used in this report is assumed to be correct as furnished by the client, his designee, or as derived by the appraiser. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment to trespass unless noted within this report.

The appraiser has inspected, as far as possible, by observation the land and the improvements thereon. However, it was not possible to personally observe conditions beneath the soil, hidden structural components, or any mechanical components within the improvements and no representations are made as to these matters unless specifically stated and considered in this report. This appraisal is based on there being no hidden, unapparent or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering needed to discover such factors. The appraiser does not warrant against the occurrence of problems arising from the soil conditions.

All mechanical components are assumed to be in operable condition and states standard for properties of the subject's type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the conditions of the balance of the improvements unless otherwise stated. No judgment is made as to the adequacy of insulation or energy efficiency of the improvements or equipment. The lender, owner, or buyer should inspect the property before purchase or any disbursement of funds. Any of those parties may wish to require mechanical or structural inspection by a qualified and licensed contractor, civil or structural engineer, architect, or another expert.

The appraiser has not been requested to make an investigation of the possible existence of any potentially hazardous insulation or material used in the construction or maintenance of the building, or the possible existence of toxic waste which may or may not have been stored on the property or the possible existence of radon gas on the property.

The appraiser represents that he is not qualified to test for the presence or absence of such items and has not considered, and assumes no responsibility for, such products which might render the property more or less valuable. The client is advised to retain an expert in this field if this information is presumed appropriate and necessary.

This appraisal has not considered conditions relating to surface or subsurface waters; including, but not limited to water table, flood plain, flood hazard, or rights, if any, claimed nor or in the future in riparian lands and drainage - unless otherwise noted in this report. The appraiser assumes no responsibility for any costs or consequences arising from the need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Management of Property

It is assumed that the property being appraised will be operated under prudent, responsible, and competent ownership and management - being neither inefficient nor super-efficient.

Exhibits

The sketches and maps in this report are included only to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos. Site plans are not surveys unless shown from a separate surveyor.

Component Values

The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. Neither the analysis and conclusions herein nor the allocations of value for land and improvements may be used in conjunction with any other appraisal and are invalid if so used.

Personal Property

Furnishings, fixtures, or equipment of the business operation except as specifically indicated and typically considered as a part of the real estate have been disregarded unless otherwise stated. For some property types, business and real estate interests and values are combined.

Federal After-Tax Analysis

Any after-tax income and investment analysis or measures of return on investment are intended only to reflect possible and general market considerations at an assumed value of price paid. The appraiser does not claim expertise in tax matters and advises the client and any other person using this appraisal to seek competent tax advice. The appraiser is in no way to be considered a tax or investment advisor.

Hypothetical Condition

There are no hypothetical conditions regarding the appraisal of the subject property.

Extraordinary Assumptions

It is assumed by the appraiser that there are no utility easements or other easements affecting the subject site other than those stated in this report.

If this assumption is found to be false, it could alter the appraiser's opinion or conclusions.

Scope of the Appraisal

Introduction

"The term *scope of the appraisal* refers to the extent of the process of collecting, confirming, and reporting data."[1]

The appraiser determines a report's scope (extent of data collection & depth of reporting) according to the following primary factors:

1) Satisfaction of standards as set forth by USPAP.
2) Satisfaction of any additional standards/specific requirements as defined by client request &/or organization(s) for which an appraiser has professional membership.
3) Perceived needs of the intended user(s) as related to a report's intended use.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with its' intended use, the Code of Professional Ethics & Standards of Professional practice of the National Association of Realtors, and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

The appraiser has determined an "appraisal report" conforming to USPAP Standard 2-2(b) would satisfy the needs of the intended user(s). A Summary report offers basic statements of fact &/or brief summary comments when describing data, reasoning, and analysis used in the appraisal process to develop an opinion of value. As such, some documentation supporting the data, reasoning, and analysis was kept in the appraiser's files.

General Comments

Basic information pertaining to this assignment is based upon information gathered by the appraiser from inspection of the subject property and neighborhood, public records, and other identified sources. Data believed to be unreliable was not included in this report nor used as a basis for the value conclusion.

Region, county, city, and neighborhood data were based on information in the Real Estate Consultants library and files, physical inspection of the immediate neighborhood, and data from the City of Fayetteville and Washington County.

The appraiser physically inspected the subject on *March 1, 2023*, with subject photographs taken at that time. Subject property data was based upon information gathered from physical inspection of the subject property and immediate neighborhood, documentation provided by the City of Fayetteville, public records, and other identified sources.

In evaluating the highest and best use for the subject property, an analysis was made of data compiled in the steps noted above. The appraiser's opinion of subject's highest and best use is based on important factors such as physical location, physical characteristics, zoning requirements, and use history/potential. In addition, a study of the *downtown land development market* in the subject area has been made to help determine the economic feasibility of the subject property.

[1] Appraisal Institute, *The Appraisal of Real Estate-10th Edition,* (Chicago: The Appraisal Institute, 1992), p. 575

Scope of the Appraisal – Appraisal Methods Used

Market Data (Sales Comparison) Approach --

Underlying land value is based upon analysis of available market data for land comparables, either vacant or with improvements extracted, in the central downtown area. Comparables were gathered from the appraiser's files, Realtors ® multi-list service, courthouse records, and interviews with knowledgeable market participants. The most important individual examples are discussed in digest format, and then reconciled on a price per square foot basis to the subject after discussion. Applied appreciation over time, if any, is based on accumulated data in the appraiser's files and the appraiser's knowledge of the local market.

Income Approach --

The income approach was not developed under the scope of this appraisal assignment. At the time of the appraisal the subject property was not being rented or lease. Portions of the subject are currently being used for parking which was not considered in this report.

Cost Approach --

The cost approach was not developed under the scope of this appraisal assignment due to the lack of marketable improvements on the site. Existing parking lot, etc. are planned to be removed and are not included in this appraisal report.

Section III – Data Presentation

Neighborhood Description

For appraisal purposes, a neighborhood is considered to be a portion of a larger community in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Neighborhood inhabitants usually have a more casual community of interest and similarity of economic level and cultural background.

Neighborhood boundaries may consist of well-defined natural or man-made barriers, or they may be more or less well defined by a distinct change in land use, or in the character of the inhabitants.
The immediate area is commonly known as Fayetteville's Dickson Street Entertainment District, with neighborhood boundaries defined as such: N- Maple, S- Center St., E- College Ave., and W- U of A Campus.

The central downtown encompasses the City's financial and entertainment centers and continues to undergo revitalization as it adapts to current market demands and trends. The neighborhood is viewed by the market as one of the most desirable for commercial use, especially within the entertainment niche, both within the city and throughout the NW Arkansas region. College Avenue (Highway 71B) is the most important N-S open-access business route in the region. Close proximity to the University of Arkansas.

Property Description

Site

Based upon the survey provided by the client, the subject consists of an irregular shaped area of approximately 21,927 sq.ft.. There is one irregularly shaped parcel with a level to gentle slope down from West Ave to the west. The site is mostly cleared but there are several trees on the land. The parcels have been part of the public parking lot at West and Dickson Streets. The tract offers no actual street frontage. Access to the site is via the city parking lot and the property to the south of the subject. (See attached survey). West Ave. has two lanes and is paved with asphalt. However, it does not appear from documents provided to the appraiser that the subject has frontage or legal access to West Ave. The land appears to lie outside any FEMA identified flood zone area. The site has access to all municipal utilities. There appears to be a 12" sewer line to the south of the site and a 6" water line just south of the subject. It is assumed these lines would be accessible to the subject property.

No other adverse easements, encroachments, or other conditions were noted upon inspection.

Per the City's Downtown Master Plan zoning code, zoning is Main Street/Center. This is a broad classification, primarily designed to allow high-density development. See zoning information in the addendum to this report.

Improvements

There are no permanent improvements included in this appraisal. Existing improvements are planned to be removed.

Environmental Analysis

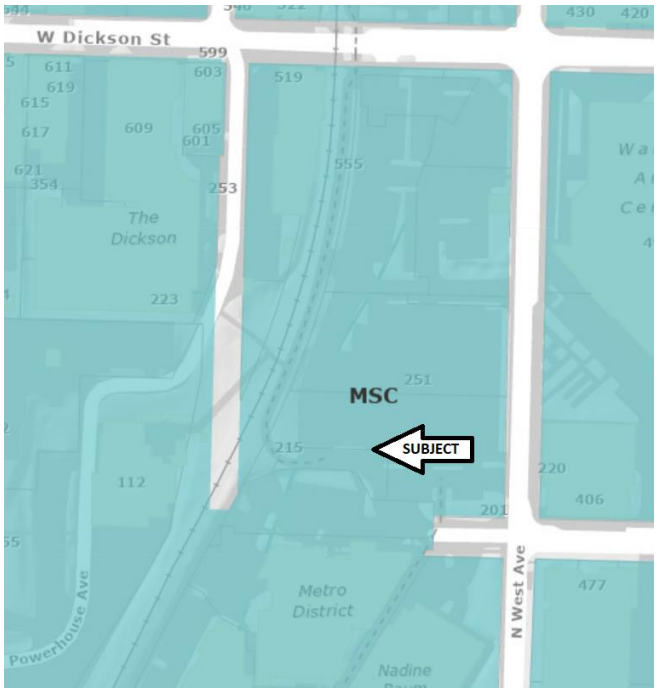
My routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions that would affect the subject property negatively. *The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.* However, the appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. It is unlikely but possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Subject Property Aerial Map

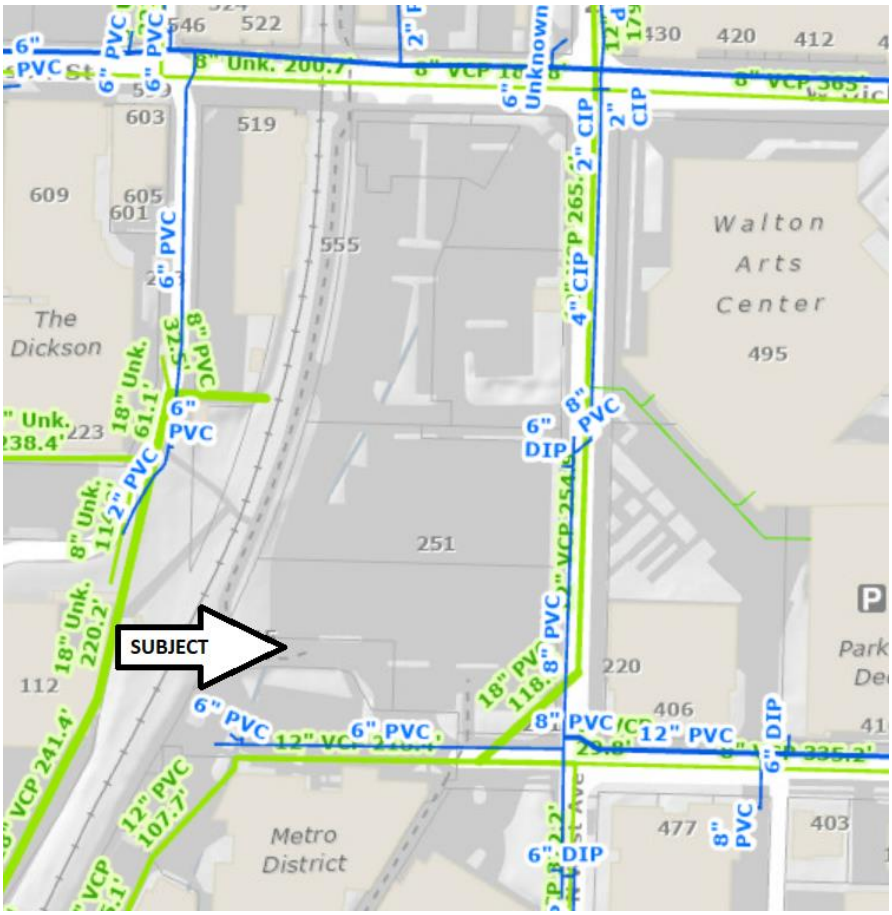


Source: City of Fayetteville GIS Mapping System

City Downtown Zoning Map

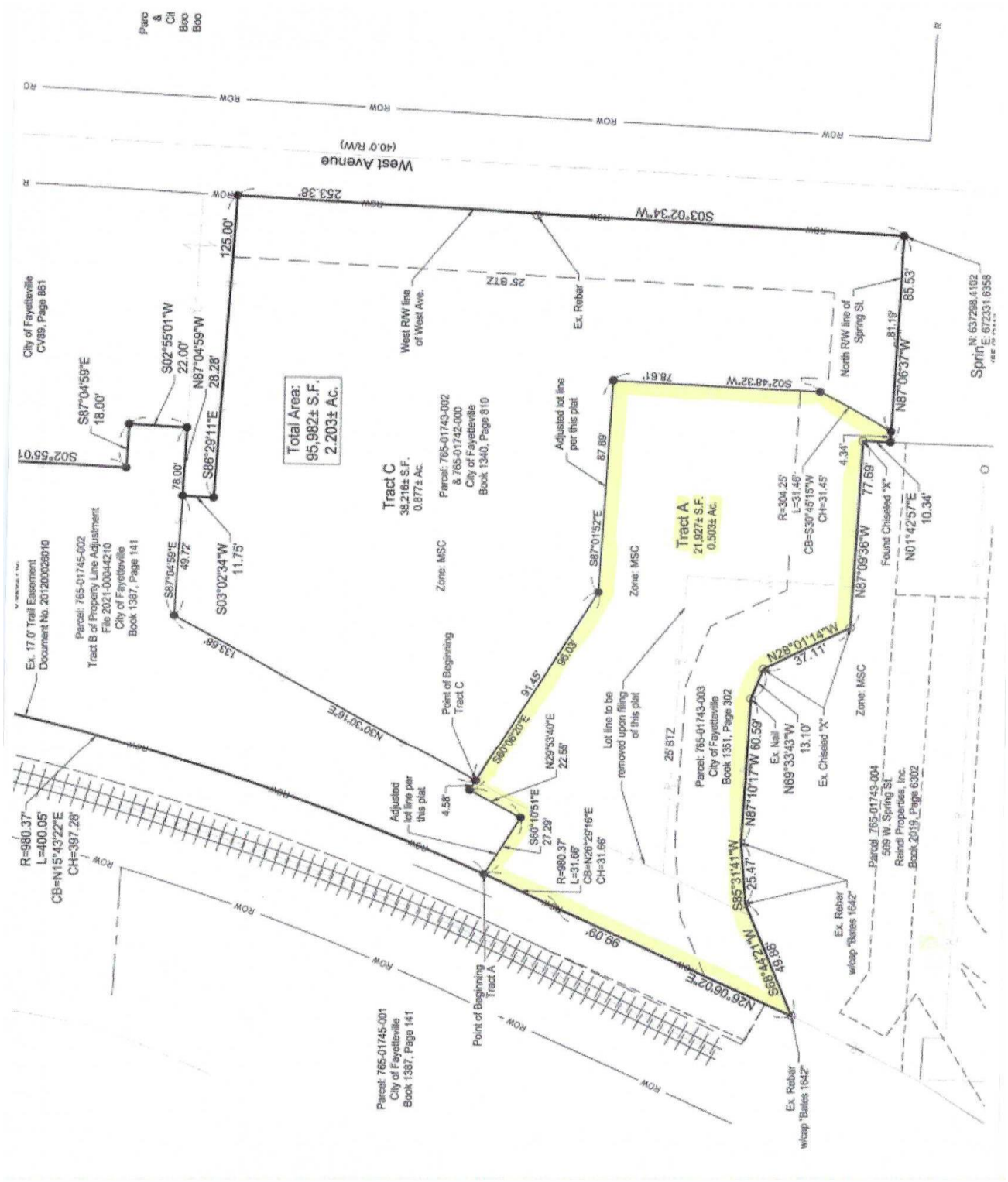


Subject Site Water and Utility Map



Source: City of Fayetteville GIS Mapping System

Subject Site Area Drawing



Section IV – Subject Analysis & Valuation Approaches

Highest And Best Use Analysis

The Appraisal Institute defines highest and best use as follows:

> *"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."*

The following tests must be met in estimating the highest and best use of the subject:

1. *It must be physically possible based on subject site characteristics.*
2. *It must be a legal use under current or likely zoning regulations.*
3. *It must be probable and not based upon conjecture or speculation.*
4. *There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.*

I applied these tests to the subject. The Highest and Best use of a property is based on current trends and necessities in its neighborhood with respect to overall supply and demand factors and required rates of return for specific investment types. An appraiser's interpretation of highest and best use is essentially an economic study of market forces as they affect a specific property.

Appraisal theory and USPAP generally require development of two Highest and Best use opinions- 'as though vacant' and 'as improved'. 'As though vacant' is essential to determining underlying land value and intimately connected to the Cost Approach. The 'as improved' conclusion considers potential economic contribution (if any) of existing improvements and assists in determining how a prudent investor would utilize such improvements (renovation, expansion, demolition, et cetera). 'The Appraisal of Real Estate- 10th Addition' (Appraisal Institute, Chicago, 1992) offers this statement: "The use that maximizes an investment property's value, consistent with the long-term rate of return and associated risk, is its highest and best use as improved."

Any determination of highest and best use includes identifying the motivations of probable purchasers. The benefits of an investment property like the subject relates to net income potential and eventual resale or refinancing. Thus, the highest and best use will be that use which maximizes the net operating income on a long-term basis. This use must meet the four criteria previously mentioned. The subject property is currently unimproved without any significant structure. Hence, the Highest and Best Use as though vacant is applicable only to the subject site.

'As though vacant'- It is my opinion the land's highest and best use as though vacant is for plottage with adjoining property.

A summary discussion on the four tests of highest and best use is offered on the following pages.

The Four Tests of Highest & Best Use

General comments

The subject land is well located in central Fayetteville entertainment district, with the immediate neighborhood established for commercial and residential uses. Its' current zoning allows for very dense development. The subject's shape and size are likely too small to construct a significant structure.

Physically Possible:

Basic factors affecting the potential for physically constructing improvements on a specific site include tract size, shape, topography, and soils. Further utility depends on utilities availability, roadway frontage, and tract depth in relation to width. Irregularly shaped parcels may cost more to develop and usually have less overall utility than a rectangular parcel. The sites terrain has a slight gentle slope to it which would facilitate construction.

The site offers an inadequate size to comply with current design standards for most commercial buildings. Residential use of the site is considered doubtful due to the proximity to the railroad tracks and bars and restaurants, although, there is demand for housing in the neighborhood. I am unaware of any adverse soil conditions that might hinder full use of the lot. Considering these factors, prospective developers would not likely purchase this site for development. However, there is possibility a small-scale project could be constructed on the property.

Legally Permissible:

Land use options are further restricted by legal considerations, primarily determined by civil authorities, but also possible via private contract. The most obvious example is zoning. Other important factors include building codes and environmental regulations. Private, non-governmental examples include deed restrictions, subdivision covenants, easements, and long-term land leases. These legal factors limit current use &/or development options in the absence of 'grand fathering', allowed 'non-conforming use', or other usually rare privileges.

The subject lies within Fayetteville city limits and zoned Main Street/Center. This zoning designation is planned for high-density use. Many options are therefore available according to the legality test, including development into commercial and residential uses.

After discussions with the City's planning office, it was determined that a small building could be constructed on the site under the Main Street/Center zoning classifications. It would be difficult but not impossible to place a building on the site under current zoning requirements for setbacks. The zoning code requires a setback from the street of 0' to 25' and 5' from the rear. There are also existing utility easements along the east and south boundary that will further decrease the building area of the site. There is also ample street frontage under the subject's zoning classification. Hence, allowing a small area to construct a building. Furthermore, there are not any off-street parking requirements for commercial use of the site.

Four Tests of Highest & Best Use Continued

Financially Feasible:

After limiting the array of uses by tests of physical possibility and legal permissibility, the appraiser then judges remaining possibilities according to financial considerations. A potential use is deemed financially feasible if that use promises a positive return on investment, all things considered. Positive return is contingent upon potential net operating income matched with appropriate required rates of return for a particular use. Important factors affecting such a return include operating expenses, debt satisfaction, and capital amortization. In my opinion, the subject's best financial return will be realized by a small commercial building or plottage with adjoining property.

Maximally Productive:

'The Appraisal of Real Estate Tenth addition' (Appraisal Institute, Chicago) defines this concept as such: "Of the financially feasible uses, the use that produces the highest residual land value consistent with the rate of return warranted by the market for that use is the highest and best use."

Among all potential uses remaining after consideration of the first three tests, a single specific use that results in the highest estimated residual land value is then determined. Most often, due to the durability of most real estate related improvements, prospective uses are narrowed according to a long-term scenario. Thus, the highest and best use will be that use which maximizes the net operating income on a long-term basis. Per Tenth addition: "The stream of benefits, or income, produced by the buildings reflects a carefully considered, and usually very specific, land use program. I believe the subject's best use is to combine the subject site with adjoining land to the south.

[1] Appraisal Institute, *The Appraisal of Real Estate-10th Edition,* (Chicago: The Appraisal Institute, 1992), p. 575

The Market Data Approach

The Market Data Approach or Sales Comparison Approach is an attempt to measure the reactions of typical buyers and sellers in the market. In this approach a direct comparison is made between the property being appraised and comparable properties that have either been sold recently, have received bonafide offers from prospective buyers, or are currently offered for sale.

The value of the property being appraised is inferred from the selling prices, offers, and asking prices of the comparable properties. To be "comparable" a property need not be identical to the subject. The word "comparable" is used in its ordinary sense meaning something that is capable of being compared with or worthy of comparison.

The appraiser assumes that a typical buyer in the market will not pay more for the subject property than it would cost to buy a comparable substitute property. The price a typical buyer is willing to pay is generally the result of an extensive search process in which he is constantly comparing alternative properties. In the meantime, the typical seller is usually trying to obtain the highest possible price for his property based upon his knowledge of the marketplace.

In applying the Market Data Approach, the appraiser takes the following steps:

1. Researches the market for available comparable properties in which actual sales, listings, or offerings have occurred.

2. Confirms the prices and bonafide nature of the data and qualifies the terms and motivating forces.

3. Compares the property being appraised with each of the comparable properties, under the general division of location, time, physical characteristics, and other economic factors.

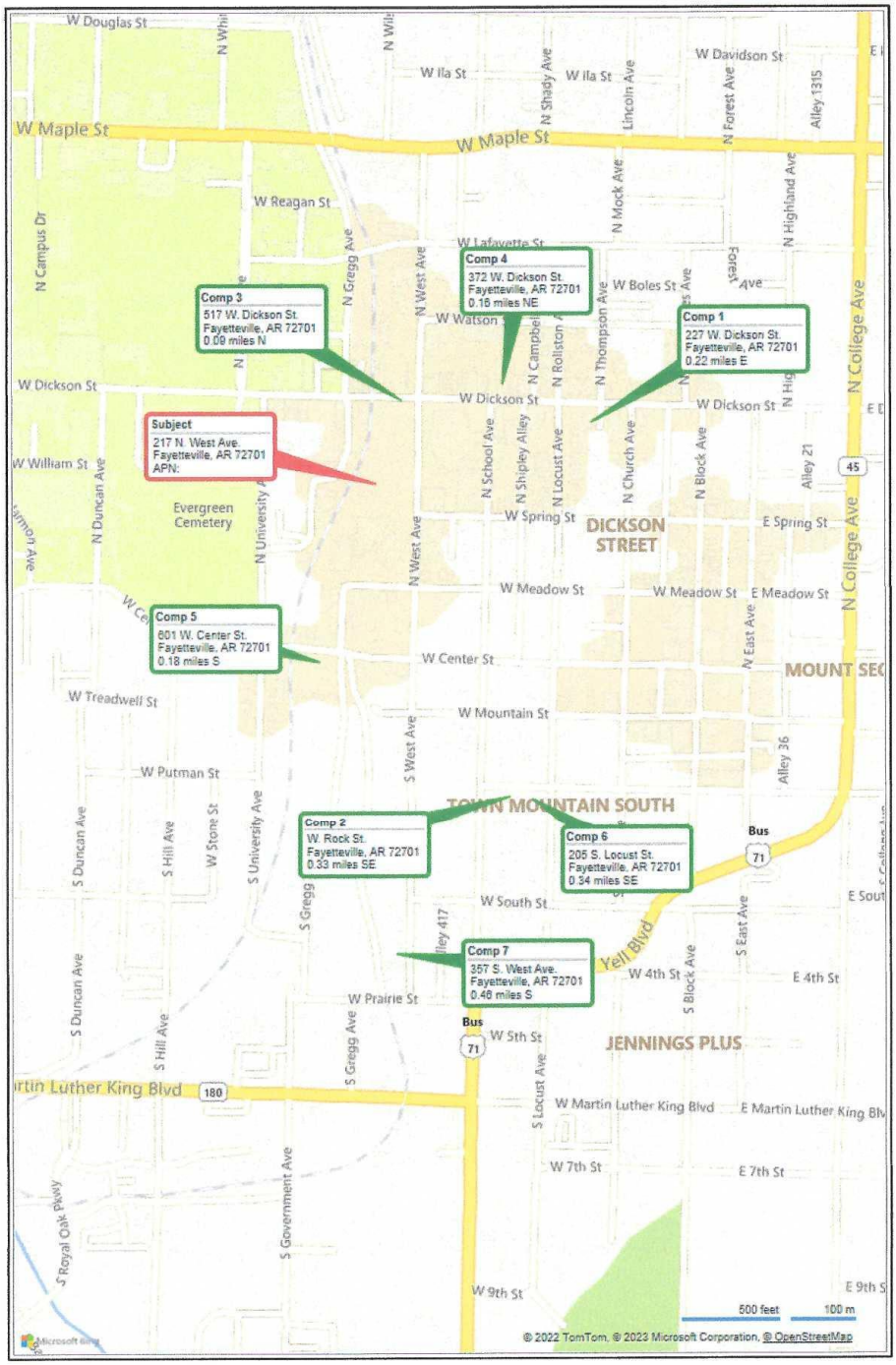
4. Formulates an opinion of the market value of the property being appraised based upon the price of each comparable property.

Pursuant to the appraisal of the subject property, I researched courthouse records, reviewed company files, accessed the Realtor's ® multi-list database, and interviewed knowledgeable market participants to locate recent market activity involving properties comparable or similar to the subject. Land sales selected for comparison with the subject property are included on the following pages.

Market Data Approach -- Comparable Land Sales Map

The Real Estate Consultants
LOCATION MAP ADDENDUM File No.

Borrower					
Property Address	217 N. West Ave.				
City Fayetteville	County	State	AR	Zip Code	72701
Lender/Client	Address				



The Market Data Approach – Comparable Sales Data

Land Sale #1



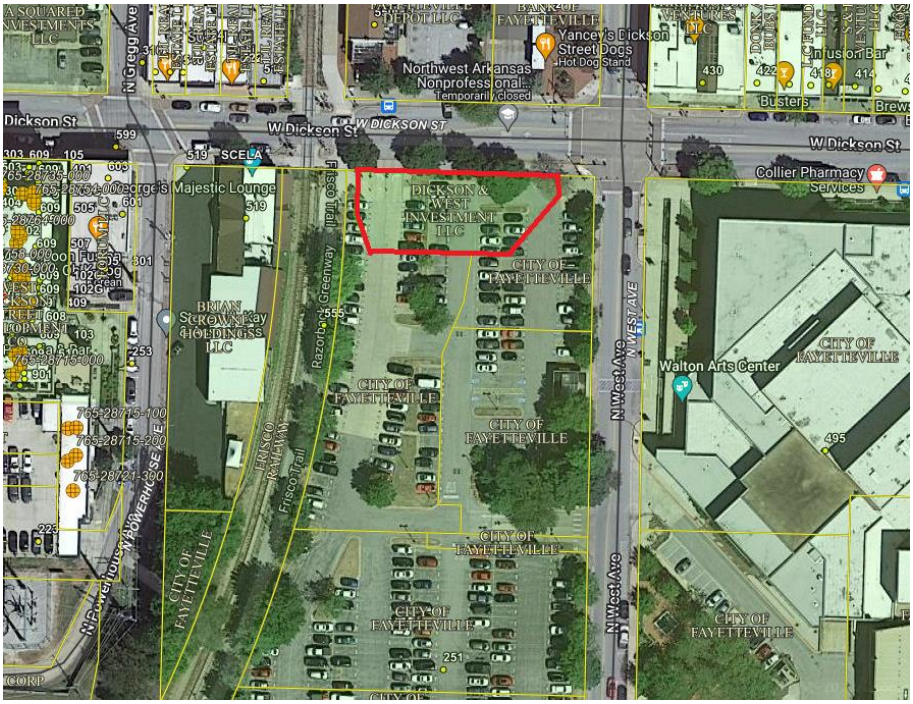
Grantor:	The Lumiere Building, LLC
Grantee:	HMT of Fayetteville, LLC
Date of Sale:	10/26/2018
Property Location:	227 W. Dickson St., Fayetteville, AR
Legal Description:	Part of Lots Numbered (1) and (4) in Block Numbered Four (4) in the Original Town of Fayetteville, Washington County, Arkansas
Zoning Category:	MSC (Main Street Center)
Land Size:	.131 acres or 5,706 sq. ft.
Improvements:	None of Contributory Value
Reported Price:	$950,000
Data Source:	Washington County Assessor Records- Parcel #765-01685-000, Washington County Circuit Clerk's Deed Book 2018 at Page 32093
Remarks:	Small, rectangular shaped shallow lot with frontage on Dickson St.
Indicated Price:	$166.48/Square Foot

Land Sale #2



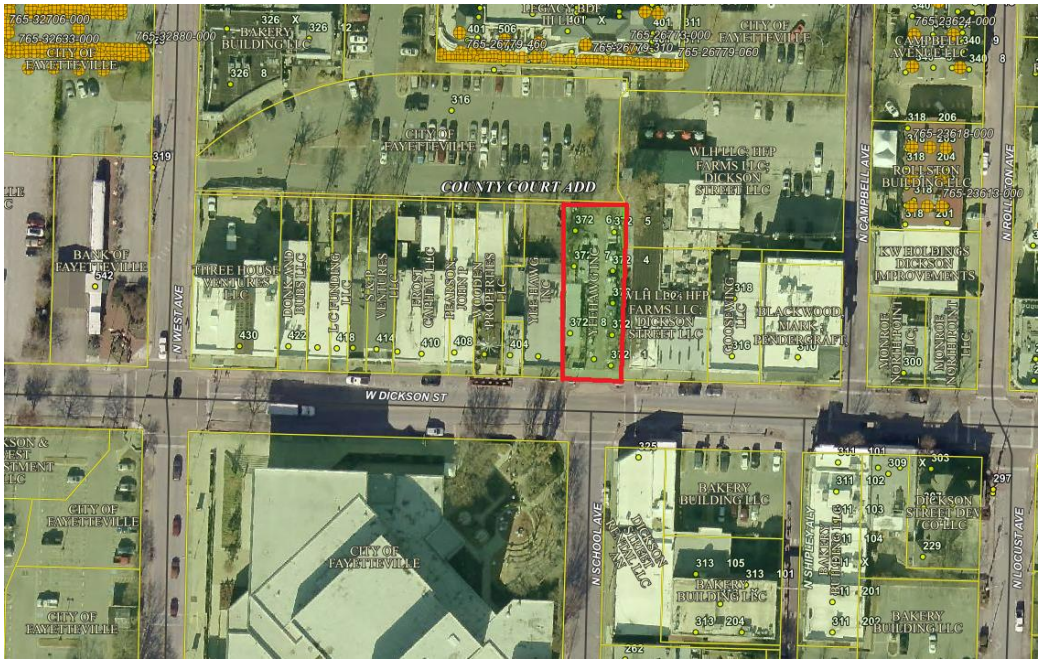
Grantor:	Dewayne & Rhonda Bebout
Grantee:	Nestor Briceno
Date of Sale:	05/13/2021
Property Location:	317 W. Rock St., Fayetteville, AR
Legal Description:	A part of Block 38 in the original plat of City of Fayetteville, Washington County, AR
Zoning Category:	DG (Downtown General)
Land Size:	.15 acres or 6,534 sq. ft.
Improvements:	None of Contributory Value
Reported Price:	$190,000
Data Source:	Washington County Assessor Records- Parcel #765-02055-000, Washington County Circuit Clerk's Deed Book 2021at Page 18741
Remarks:	Small lot off Rock St. between S. School and S. Locust. ½ Block east of the new library. Fairly recent sale in downtown Fayetteville.
Indicated Price:	$29.08/Square Foot

Land Sale #3



Grantor:	City of Fayetteville
Grantee:	Dickson & West Investments, LLC
Date of Sale:	12/20/2021
Property Location:	W. Dickson St., Fayetteville, AR
Legal Description:	A part of the NW ¼ of the NE ¼ of Section 16, Township 16 North Range 30 West, City of Fayetteville, Arkansas
Zoning Category:	MSC (Main Street Center)
Land Size:	.20 acres or 8,712 sq. ft.
Improvements:	None of contributory value
Reported Price:	$263,000
Data Source:	Washington County Assessor Records - Parcel # 765-01745-003, Washington County Circuit Clerk's Deed Book 2022 at Page 450
Remarks:	Irregularly shaped tract with frontage on Dickson St. Just north of the subject.
Indicated Price:	$30.19/Square Foot

Land Sale #4



Grantor:	Wooden Properties, LLC
Grantee:	Yeehawg, Inc.
Date of Sale:	06/16/2021
Property Location:	372 W. Dickson St., Fayetteville, AR
Legal Description:	A part of Lots Numbered Eight (8) and Eleven (11) in Block Six (6) of the County Court Addition to the City of Fayetteville, Washington County, AR
Zoning Category:	MSC (Main Street Center)
Land Size:	.17 A or 7,405 sq. ft.
Improvements:	None of contributory value
Reported Price:	$1,200,000
Data Source:	Washington County Assessor Records Parcel #765-04374-000, Washington County Circuit Clerk's Deed Book 2021 at Page 23461
Remarks:	This lot is located on the north side of Dickson St. The shape is rectangular, and the topography is level and ideal for construction.
Indicated Price:	$162.05/Square Foot

Land Sale #5



Grantor:	Myers Family Properties LLC
Grantee:	Satsang LLC
Date of Sale:	04/28/21
Property Location:	601 W. Center St. Fayetteville, AR
Legal Description:	N PT LOT 1 NE SW FURTHER DESCRIBED FROM 2021-16291 AS: Part of Lot One (I) in the County Court Plat of the Northeast Quarter of the Southwest Quarter of Section Sixteen (16) in Township Sixteen (16) North, Range Thirty (30) West of the 5th P.M.,
Zoning Category:	MSC (Main Street Center)
Land Size:	.48 Acres or 20,908.8 sq. ft.
Improvements:	None of contributory value
Reported Price:	$450,000
Data Source:	Washington County Assessor Records Parcel #765-12944-000 Washington County Circuit Clerk's Deed Book 2021 at Page 16291
Remarks:	This lot is located one block south of the subject on Center St., it is rectangular in shape. The improvement had burnt down before time of sale and has been razed.
Indicated Price:	$21.52/Square Foot

Land Sale #6



Grantor:	Modus Real LLC
Grantee:	MSNZ LLC
Date of Sale:	05/27/22
Property Location:	205 S. Locust Ave. Fayetteville, AR
Legal Description:	PT BLOCK 38 (84/164) FURTHER DESCRIBED FROM 2014-27268 AS: A part of Block Numbered Thirty-Eight (38) in the Original Town (now City) of Fayetteville, Arkansas
Zoning Category:	DG (Downtown General)
Site Qualities:	.29 Acres or 12,633 sq. ft.
Improvements:	None
Reported Price:	$470,000
Data Source:	Washington County Assessor Records Parcel #765-02048-000 Washington County Circuit Clerk's Deed Book 2022 at Page 02579
Remarks:	This lot is located southeast of the subject, near the Fayetteville Public Library. It is a rectangular shaped parcel.
Indicated Price:	$37.20/Square Foot

Analysis of Comparable Sales and Conclusion of Land Value

In my opinion, there are an adequate number of comparables available to render a reliable opinion of the subject's underlying land value according to its' highest and best use. I offer a variety of verified transactions considered representative of recent market activity, while retaining additional examples in my files. Overall, there has been a limited amount of good comparable sales in the Dickson St./Downtown Fayetteville area. However, there has been an adequate amount of data to render an opinion of the market value of the subject. The comparable sales used are summarized as follows:

Sale	*Date*	*Tract Size*	*Land Price*	*$/SF*	*Comparability*
1	10/26/2018	5,706 SF	$950,000	$166.48	Superior
2	05/13/2021	6,534 SF	$190,000	$29.08	Inferior
3	12/20/2021	8,712 SF	$263,000	$30.19	Similar
4	06/16/2021	7,405 SF	$1,200,000	$162.05	Superior
5	04/28/21	20,908 SF	$450,000	$21.52	Inferior
6	05/27/22	12,633 SF	$470,000	$37.20	Similar

All comparable sales are located within close proximity of the subject, with most considered having similar immediate Downtown neighborhood influence.

Appreciation over time within the subject's land market niche is still prevalent. But there are fewer top-end prices paid compared to the more speculative time of 2004-2012. However, recent sales are approaching the prices paid in that era.

The researched sales indicate an *unadjusted* price range of $21.52/sq. ft. to $166.48/sq.ft.. This is a wide range in which to comfortably place the subject. Primary differences are attributable to location relative to the Downtown grid, total size, buildability of the tract, date of sale, and overall potential. The upper end of the value range are of good buildable sites, many of which have been developed or are planned for multi-story residential townhomes and commercial uses. The lower end of the range is of tracts off Dickson St. and the downtown square which do not have the appeal of the Dickson St. fronting properties. These tracts are rectangular shaped and sized for smaller residential units.

Generally speaking, per square foot values decline as the size of the tract increases. This rule of thumb does not always hold true; though, especially when considering the unique requirements of urbanized areas. Some tracts suffer discounts if they are too small to satisfy zoning ordinances (e.g., parking). In addition, owing to the current trend of condominium/mixed-use projects prevalent downtown, tracts too small for development into multi-story structures do not have nearly the same desirability as the city grows upward.

The appraiser has prepared a sales adjustment grid on the following pages. This grid shows the adjustment process in detail and is used to render a value estimate of the subject property.

It is my opinion the subject's land would fall near the mid to lower area of the stated range. Therefore, based upon the above recited sales and analysis thereof, and after adjustments are made for differences in time, size, location, visibility, land qualities, and other economic factors, it is my considered opinion the subject's land value, *as of March 1, 2023*, is as follows:

21,927± SF @ $49.00/SF = $1,074,423

Say $1,075,000

Comparable Sales Adjustment Grid

City of Fayetteville Sale Area Tract A **Comparable Land Sale Grid**

Fayetteville, AR

Appx. 21,927 sq.ft.

	SUBJECT	**SALE #1**	**SALE #2**	**SALE#3**
	West Ave.	227 W. Dickson	317 W. Rock St.	W. Dickson St.
	Fayetteville	Fayetteville	Fayetteville	Fayetteville
PRICE DATA				
PURCHASE PRICE	NA	$ 950,000	$ 190,000	$ 263,000
CONCESSIONS/TERMS	Cash to Seller	Cash/None	Cash/None	Cash/None
Adjustment				
PRICE PER Square Foot	NA	$ 166.49	$ 29.08	$ 30.19
DATE OF SALE	NA	Oct-18	May-21	Dec-21
Adjustment		-$33.30	$2.91	$3.02
ADJUSTED PRICE	NA	$ 133.19	$ 31.99	$ 33.21
LOCATION	Dickson St.	Superior	Inferior	Superior
Adjustment		$ (39.96)	$ 3.20	$ -
SIZE (sq.ft.)	21,927	5,706	6,534	8,712
Adjustment		$ 6.66	$ 1.60	$ (1.66)
TOPO/SHAPE	Clear/Level	Similar	Gentle/Rectangular	Level/Irregular
Adjustment		$0.00	$1.60	$0.00
UTILITIES	Average	Similar	Similar	Similar
Adjustment		$ -	$0.00	$ -
IMPROVEMENTS	NA	None	None	None
Adjustment		$ -	$ -	$ -
ZONING	MSC	MSC	DG	MSC
Adjustment		$ -	$ -	$ -
FLOOD HAZARD	None	None	None	None
Adjustment		$ -	$ -	$ -
VISIBILITY/ACCESS	Average	Superior	Similar	Superior
Adjustment		$ (41.62)	$ -	$ -
NET ADJUSTMENT		$ (74.92)	$ 6.40	$ (1.66)
INDICATED PRICE		$ 58.27	$ 38.38	$ 31.55
			Mean	**$ 48.92**
			Weighted Average	**$ 49.00**
			Say	$49.00
			Indicated Value	**$1,074,423**
			Say	**$1,075,000**

Comparable Sales Adjustment Grid', continued

SALE #4	**SALE #5**	**SALE #6**	**SALE #7**
372 W. Dickson St.	601 W. Center St.	205 S. Locust	357 S. West
Fayetteville	Fayetteville	Fayetteville	Fayetteville
$ 1,200,000	$ 450,000	$ 470,000	$ 235,000
Cash/None	Cash/None	Cash/None	Cash/None
$ 162.05	$ 21.52	$ 37.20	$ 44.95
Jun-21	Apr-21	May-22	Feb-23
$0.00	$2.15	$1.86	$0.00
$ 162.05	$ 23.67	$ 39.06	$ 44.95
Superior	Inferior	Inferior	Inferior
$ -	$ (4.73)	$ (7.81)	$ (8.99)
7,405	20,909	12,633	5,227
$ (8.10)	$ 5.92	$ 9.77	$ 2.25
Level/Rectangular	Level/Rectangular	Gentle/Rectangular	Gentle/Irregular
($8.10)	($1.18)	($1.95)	$0.00
Similar	Similar	Similar	Similar
$ -	$ -	$ -	$ -
None	Razed by Buyer	None	None
$ -	$ -	$ -	$ -
MSC	MSC	DG	DG
$ -	$ -		$ -
None	None	None	None
$ -	$ -	$ -	$ -
Superior	Inferior	Similar	Inferior
$ (48.62)	$ 5.38	$ -	$ 11.24
$ (64.82)	$ 5.38	$ (0.00)	$ 4.50
$ 97.23	$ 29.05	$ 39.06	$ 49.45

Correlation, Analysis, and Conclusion

The Market Data Approach exclusively was used to estimate the value of the subject land. The Cost & Income Approaches were not considered to be applicable under the scope of this appraisal. The Market Data Approach resulted in the following indicated value:

The Market Data Approach	**$ 1,075,000**

It is the appraiser's opinion that an adequate amount of Market Data was available to obtain a reliable value estimate for the subject land as if vacant. A sufficient amount of sales activity has occurred in the general vicinity of the subject property. The sales analyzed and included in this report are considered reliable and do indicate the prices being paid for commercial/residential land in the Downtown Fayetteville area.

Due to the small size of the subject, it was difficult to find truly comparable sales. The appraiser has analyzed recent sales of similar zoned land in the subject area which are suitable for development of multi-story residential/commercial buildings. These are sales are considered superior to the subject property. Furthermore, the appraiser has analyzed sales of land along the railroad right of way which reflect a much lower value than the aforementioned sales. It is the appraiser's opinion that the subject's value should fall somewhere in between the stated value range.

The appraiser has assumed that a multi-level commercial or residential building can be built on the subject property.

Therefore, based upon the data collected and analyzed within this report and the preceding discussion, it is the considered opinion of this appraiser that the Fair Market Value of the subject property as of *March 1, 2023*, is as follows.

$1,075,000

Certificate of Appraiser

I hereby certify, that to the best of my knowledge and belief, that the statements of fact contained in this report are true and correct; that the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; that I have no present or prospective interest in the property that is the subject of this report, and I have no interest or bias with respect to the property that is the subject of this report or to the parties involved with this assignment; that my engagement in this assignment was not contingent upon developing or reporting predetermined results; that my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

I hereby certify, that my analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with requirements of the code of Professional Ethics and the Standards of Professional practice of the National Association of Realtors; that the use of this report is subject to the requirements of the National Association of Realtors relating to review by its duly authorized representatives; that all signatories of this report have physically inspected the subject property and are familiar with the comparables stated within.

The appraiser further certifies that the analyses, opinions and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.

In the previous sections of this report, the appraiser has analyzed the relevant facts and applied the appropriate appraisal processes to the subject property. It is the considered opinion of this appraiser that the *Market Value* of the subject property as of the effective date of *March 1, 2023,* is:

ONE MILLION SEVENTY-FIVE THOUSAND DOLLARS
($1,075,000)

Respectfully Submitted,



Mark E. Risk, GAA
State Certified General Appraiser #0202

Section V - Addendum

161.27 - Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations

Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage*. 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, § 1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§ 5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17)

Appraiser Qualifications

Mark E. Risk, GAA
Real Property Broker & Appraiser

PRESIDENT

TREC, INC. dba The Real Estate Consultants
2592 N. Gregg Ave. Suite #1 / P. O. Box 747
Fayetteville, Ar. 72703
(479) 442-0762

STATE CERTIFIED GENERAL APPRAISER

State of Arkansas – #CG-0202

LICENSED REAL ESTATE BROKER

State of Arkansas- Principal Broker #00005933

ADJUNCT POSITION

University of Arkansas – Adjunct Instructor – Real Estate (1980-2020)

EDUCATION

University of Arkansas, MBA 1979
University of Arkansas, BSBA 1977
Major: Real Estate and Finance
American Institute of Appraisers
Real Estate Appraisal Principles
Basic Valuation Procedures
Standards of Professional Practice
Capitalization Theory and Techniques (U of A)
Marshall & Swift Building Cost Seminar
Easement Valuation -- International Right of Way Assoc.
GRI Course 306 -- Arkansas Realtors Association
NAIFA Courses -- Standards of Professional Practice
-- Reviewing the URAR Form
-- The New URAR Report -- NAIFA,

PROFESSIONAL MEMBERSHIPS

National Association of Realtors (NAR) -- Appraisal Section
Arkansas Realtor's Association
Metro Area Board of Realtors

PROFESSIONAL DESIGNATIONS

General Accredited Appraiser (GAA) - National Association of Realtors

STATE BOARDS

Appointed to the Appraiser's Licensing and Certification Board by Governor Bill Clinton in January 1992. Reappointed by Governor Jim Guy Tucker in 1994. Term Expired in January of 1997.

BOARD OF DIRECTORS

Served on Board of Directors of the UARK Federal Credit Union

NATIONAL COMMITTEES

National Association of Realtors

Appraisal Section
Subcommittee 1995-1998
Chair - 1998
Appraisal Forum 1995
Appraisal Committee 1997-98; 2000-2006

EXPERIENCE

Real Estate Consultants 1981-present
Actively appraising real estate in Northwest Arkansas since 1979.
Associated with Jim Sullivan (Sullivan Agency), 1979 to 1989.
Associated with Tom Reed (Reed & Associates), 1981 to 1985.
Employed by Keith S. Schultz (Associated Appraisers) 1980-81.

TEACHING

Real Estate Instructor at the University of Arkansas (1981 to date)
Courses taught include: Real Estate Principles, Real Estate Finance & Investments, and Real Estate Appraisal
Continuing Education Seminars: Basic Steps to Residential Appraisal, Environmental Concerns, Property Management

PUBLICATIONS

"Recreational Land Values and Trends in Northwest Arkansas",
Arkansas Business and Economic Review, Vol. 16, No. 1, 1983;
Picked up for reprint by the International Association of Assessors

CLIENTS SERVED

***LENDING INSTITUTIONS**

66 Federal Credit Union
American Airlines Credit Union
Arkansas National Bank
Bank of Fayetteville
Arvest Bank
UARK Federal Credit Union
Bank of Arkansas
Bank of Salem
Bank of Eureka Springs
Bank of Oklahoma
Chambers Bank
First Security Bank of NW Arkansas
Community First Bank
First State Bank
Great Southern Bank
First Federal Bank
First Financial Bank

***LENDING INSTITUTIONS (Cont'd.)**

Metropolitan National Bank
Simmons First Bank
Signature Bank
Liberty Bank of Arkansas
Legacy National Bank
Bank of Fayetteville
Regions Bank-Dallas
Telco Credit Union
Bank of America
First National Bank of St. Louis
Bank of Jackson Hole

***MORTGAGE COMPANIES**

Ameriquest Mortgage
Arvest Mortgage Company
Broyles Mortgage Company
Federal National Mortgage Association (FANNIE MAE)
James River Mortgage Company
Lomas & Nettleton
Norwest Mortgage
PHH Home Mortgage
Pulaski Mortgage Company
Southern Mortgage
U.S. Mortgage
Lending Tree
Ditech.com

DEVELOPERS

Dream Structures
Copher Quality Homes
Larry Carter Development Corporation
Castle Development
East Avenue Development, LLC
Dr. J. B. Hays
Houses, Inc.
C & K Construction
Riggins Construction

RELOCATION COMPANIES

Corporate Relocation
Sirva Relocation
Cendant Mobility
Coldwell Banker Relocation
Commonwealth Relocation Services
Equitable Relocation Mgmt. Corporation
Executive Relocation
Forward Mobility
Home Equity Corporation
Prudential Relocation Management
Re/Max Relocation
Relocation Funding Corporation
Relocation Resources
Weichert Relocation

MISCELLANEOUS

Anheuser Busch
Ball Corporation
Bell International
Busch Skil Company
Cargill Corporation
Cannon Express
Cummulus Broadcasting
Central United Methodist Church
City Of Eureka Springs
City Of Fayetteville
City Of Springdale
City Of Rogers
City Of Johnson
City Of Bentonville
Arkansas Department of Parks & Recreation
Arkansas State Highway & Transportation Department
Nature Conservancy
SWEPCO
Bentonville Airport Commission
Colgate Palmolive
CTS Corporation
Deere Credit Services
Federal Deposit Insurance Corp. (FDIC)
Fulbright Enterprises
Gates Rubber Company
General Motors
Gerald Carr (Retired Astronaut)
Kraft, Inc.
Love Box Company
MGIC
Michelin Tire Company
Ozarks Electric Cooperative
Phizer, Inc.
Procter & Gamble
Record Data, Inc.
Resolution Trust Corporation
Roadway Express
Salvation Army
Sioux Transportation
Tyson Foods, Inc.
Many Other Attorneys, Doctors, And Individuals

COURT TESTIMONY

Benton County Circuit Court
Carroll County Circuit Court
U.S. Federal Bankruptcy Court
Washington County Circuit Court
Crawford County Circuit Court
Madison County Circuit Court

GEOGRAPHIC AREA SERVED

Northwest Arkansas
Washington, Benton, Carroll & Madison Counties

Appraisal Report

The City of Fayetteville- Engineering Division
125 W. Mountain St.
Fayetteville, AR 72701

As of March 1, 2023

Client:
City of Fayetteville Engineering Division
125 W Mountain St
Fayetteville, AR 72701

Presented By:
The Real Estate Consultants

Produced By:
Mark E. Risk, GAA
State Certified General Appraiser #0202

File #23-0010

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THE REAL ESTATE CONSULTANTS
°REALTORS ° APPRAISERS ° CONSULTANTS

2592 N. Gregg Ave. Suite #1
P.O. Box 747
Fayetteville, AR 72702
(479) 442-0762

March 29, 2023

Waylon Abernathy, Director of Bond Projects and Facilities
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Appraisal Services

City of Fayetteville
Proposed Trail Easement for West Avenue Civic Plaza Center
Fayetteville, AR 72701

Dear Mr. Abernathy:

In compliance with your request and to determine the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The subject property was inspected by the appraiser on *March 1st, 2023*. The intended use is for potential purchase evaluation of the aforementioned property by the City of Fayetteville. I further certify that I have no interest present or contemplated in the property under appraisement, and that my fee was not contingent upon the value estimate reported.

The opinions set forth in this letter are stated as of March 29, 2023.

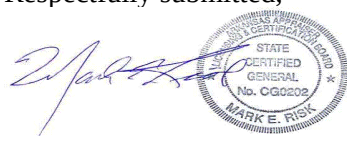
The following narrative appraisal report contains the data gathered in my investigation and shows the method of appraisal in detail. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. This report is considered an "Appraisal Report".

This appraisal is based upon information gathered by the appraiser from the subject owner, public records, and other reliable sources, and upon an inspection of the subject property and neighborhood. In developing the appraisal approaches used, data was collected from the Real Estate Consultants' office files and courthouse records. The appraiser has applied the Market Data Approach in this appraisal.

Based upon my inspection of the subject property and the investigation and analysis carried out in this report, it is my considered opinion that the Market Value of the subject property as of *March 1, 2023*, and subject to the assumptions and limiting conditions set forth in the body of this report, is as follows:

TWO HUNDERED TWENTY THOUSAND DOLLARS
($220,000)

Respectfully submitted,



Mark A. Risk GAA
State Certified General Appraiser # CG0202

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Section I – Executive Summary

Salient Facts & Conclusions

Property:	A part of the SW1/4 of the NE ¼ of Section 16, Township 16 North, Range 30 West, City of Fayetteville, AR. West Ave. South of Dickson St.
County:	Washington
Parcel #(s):	Pt. of Parcel #765-01743-004
Fee Owner:	City of Fayetteville
Subject Location:	East of the Frisco Railway, south of Dickson St. - Fayetteville, AR 72701
Estate Appraised:	Fee Simple
Size:	Site – 5,220 Sq Ft.
Effective Date:	March 1st, 2023 - The Date of Inspection
Utilities:	All Municipal Utilities Are Available
Zoning:	Main Street Center
Highest and Best Use:	Assemblage with adjoining property

Value Indications:		
	Market Data Approach	$220,000
	Cost Approach	NA
	Income Approach	NA

Final Estimate of Market Value: **$220,000**

Note:

This appraisal report has been prepared for the exclusive benefit of the City of Fayetteville. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written permission does so at their own risk.

Subject Aerial Photo



Subject Pictures



Proposed Trail Area



Proposed Trail Area

Property Identification

The property under appraisement is a small 5,220 square foot area of parcel # 765-01743-004 south of Dickson St. east of the Frisco Railway, in Downtown Fayetteville, Washington County, Arkansas. The property is owned by Reindl Properties, Inc.

Legal Description

No legal description has been given at this time. Information provided by the City of Fayetteville states a proposed trial easement of approximately 5,220 square feet. There will not be a survey until the Developers plans are finalized.

Appraisal Inspection Comments

Date:	March 1, 2023
Inspection Notes:	Mark Risk visually inspected the subject property on the above date. The inspection consisted of a walking tour of the property. The appraiser was accompanied by architect Rob Sharp who was representing property owner (Brian Reindel) who is the current owner of the subject land.
Client Contact:	*Waylon Abernathy representing the City of Fayetteville*

Section II - Appraisal Premises

Market Value Defined

The Appraisal Foundation defines market value as follows:

> **"The most probable price that a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:**

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Hypothetical Condition Defined

Hypothetical Condition – *A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.* Uniform Standards of Professional Appraisal Practice

Extraordinary Assumption Defined

Extraordinary Assumption – *An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusions.* Uniform Standards of Professional Appraisal Practice

Purpose Of the Appraisal

The purpose of this report is to estimate the Market Value of the subject property.

Intended Use and User of The Appraisal

The intended use of the appraisal is for a potential purchase evaluation purpose of the client. The intended user is the client, The City of Fayetteville - Engineering Division.

Property Rights Appraised

The property is appraised as though owned in fee simple and unencumbered. A fee simple title is the fullest type of private ownership possible, subject to all public limitations including zoning, taxation, and eminent domain; and subject to private limitations, which may exist, such as easements and restrictions of record.

Subject History

According to Washington County records, Reindel Properties Inc. has owned the subject property since 2019. The most recent ownership change occurred on March 8th, 2019, per Quit Claim Deed Book 2019 page 6302 of the Washington County Courthouse Records. In this transaction the property was deeded to Reindel Properties, Inc. from Metro District Condominiums Property Owner's Association. No revenue stamps were placed on the deed. It appears that this transaction was between related parties. No other arm's length transactions were discovered involving the subject property within the past five years.

Subject Status

The subject property is currently being considered for purchase by the City of Fayetteville for a proposed trail easement. There is no list price or asking price for the property at the time of the appraisal.

Assumptions and Limiting Conditions

ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE FOLLOWING ASSUMPTIONS AND LIMITING CONDITIONS:

Limit of Liability

The liability of TREC, Inc., The Real Estate Consultants, Mark E. Risk GAA, and associates and employees is limited to the client only and to the fee actually received. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignments. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property - physically, financially, and/or legally. In the case of limited partnerships, client agrees that if any lawsuit brought by a lender, partner, part owner, tenant, or other party, results in any award or settlements of any type in such suit regardless of outcome, that the client, who is the intended sole recipient of this report, will hold the appraiser completely harmless in any such action.

Copies, Publication, Distribution, and Use of the Report

Possession of this report or any copy thereof does not carry with it the right to publication, nor may it be used for any purpose other than its intended use. The signer of this report is a candidate for membership in the National Association of Independent Fee Appraisers, and a member of the National Association of Realtors and its Appraisal Section. The Bylaws and Regulations of these organizations require their members to control the use and distribution of each report signed by such member.

Therefore, except as hereinafter provided, only the party for whom this report was prepared may distribute copies of this report, and only in its entirety, to such third parties as may be selected, but not without prior written consent and approval of the signatory of this report. The physical report remains the property of the appraiser for the use of the client.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the National Association of Independent Fee Appraisers, the National Association of Realtors or any designations shall be disseminated to the public through the advertising media, public relations media, news media or any public means of communication without prior written consent and approval of the signer of this report. The authentic copies of this report are sealed with my Seal. Any copy that is not so sealed is unauthorized and may have been altered.

Confidentiality and Trade Secrets:

This appraisal consists of trade secrets and commercial or financial information which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). The appraiser may not divulge the material contents of this report, the analytical findings and conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing - except as may be required by the National Association of Independent Fee Appraisers, the National Association of Realtors, or other organizations as they may request in confidence for ethics enforcement, or by a

court of law of body with the power of subpoena. This appraisal is to be used only in its entirety and no part is to be used without the whole report.

No change of any item in the report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility if any such unauthorized change is made. The client shall notify the appraiser signing the report of any request to reproduce this appraisal in whole or part.

Testimony, Consultation, and Completion of Appraisal Services

The contract for appraisal, consultation, or analytical services is fulfilled and the total fee payable upon completion of this report. The appraiser or those assisting in preparation of this report will not be asked or required to give testimony or be subpoenaed in court of any public or private hearing because of having made this appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. A MINIMUM TWENTY DAY NOTICE MUST BE GIVEN BEFORE COURT APPEARANCE FOR PURPOSES OF REVIEW AND STUDY. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of the issuing party.

Information Used

No responsibility is assumed for the accuracy of information as to description (legal, physical, etc.) of the premises, restrictions, improvements, and income features of the property furnished by others, the client, his designee, or public records. All information furnished by others is assumed to be true, correct, and reliable and a reasonable effort has been made to verify such information. An impractical amount of time and money would be necessary to furnish unimpeachable verification in all instances. It is suggested that the client consider independent verification if so desired before making a significant commitment regarding the subject property. No responsibility for the accuracy of data and information obtained or the work of possible subcontractors is assumed by the appraiser.

Purchasing Power, Value Change, and Market Influences

The estimated market value and the costs used relate only to the effective date of the appraisal. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

Market value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering and subject to economic changes in the marketplace over time. In appraisals involving the capitalization of future income benefits, the estimate of market value reflects the appraiser's interpretation of income, yields, and other factors derived from general and specific market information. Such estimates are as of the date of appraisal and subject to dynamic changes in the financial markets that may occur.

Legality of Use and Related Studies

This report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the report. It is assumed that all applicable zoning, building codes, and use regulations and restrictions of all types have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report. It is assumed that all required licenses, consents, permits, or other legislative or administrative authority from any local, state, or federal government and/or private

entity or organization have been or can be obtained or renewed for any use on which the value estimate in this report is based.

No environmental or impact studies, special market study of analysis, highest and best use analysis study, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions based upon any subsequent study or analysis, or any previous study or analysis pertinent to the assignment that becomes known to him after the report is finished.

Legal and Financial Assumptions

No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable. The property is appraised in gross as free and clear of all mortgages, liens, encumbrances, leases, and servitudes unless so specified within the report.

If this appraisal is used for mortgage loan purposes, it should be noted that specific loan ratios, term amortization, and equity requirements have not been suggested. This appraisal report and value estimate is subject to change if the physical or legal entity or financing is different than that envisioned in this report.

Architectural, Structural, Mechanical, and Engineering Assumptions

No responsibility is assumed for matters of survey, architectural, structural, mechanical, or engineering nature. The legal description used in this report is assumed to be correct as furnished by the client, his designee, or as derived by the appraiser. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment to trespass unless noted within this report.

The appraiser has inspected, as far as possible, by observation the land and the improvements thereon. However, it was not possible to personally observe conditions beneath the soil, hidden structural components, or any mechanical components within the improvements and no representations are made as to these matters unless specifically stated and considered in this report. This appraisal is based on there being no hidden, unapparent or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering needed to discover such factors. The appraiser does not warrant against the occurrence of problems arising from the soil conditions.

All mechanical components are assumed to be in operable condition and states standard for properties of the subject's type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the conditions of the balance of the improvements unless otherwise stated. No judgment is made as to the adequacy of insulation or energy efficiency of the improvements or equipment. The lender, owner, or buyer should inspect the property before purchase or any disbursement of funds. Any of those parties may wish to require mechanical or structural inspection by a qualified and licensed contractor, civil or structural engineer, architect, or another expert.

The appraiser has not been requested to make an investigation of the possible existence of any potentially hazardous insulation or material used in the construction or maintenance of the building,

or the possible existence of toxic waste which may or may not have been stored on the property or the possible existence of radon gas on the property.

The appraiser represents that he is not qualified to test for the presence or absence of such items and has not considered, and assumes no responsibility for, such products which might render the property more or less valuable. The client is advised to retain an expert in this field if this information is presumed appropriate and necessary.

This appraisal has not considered conditions relating to surface or subsurface waters; including, but not limited to water table, flood plain, flood hazard, or rights, if any, claimed nor or in the future in riparian lands and drainage - unless otherwise noted in this report. The appraiser assumes no responsibility for any costs or consequences arising from the need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Management of Property

It is assumed that the property being appraised will be operated under prudent, responsible, and competent ownership and management - being neither inefficient nor super-efficient.

Exhibits

The sketches and maps in this report are included only to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in anything other than actual status as of the date of the photos. Site plans are not surveys unless shown from a separate surveyor.

Component Values

The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. Neither the analysis and conclusions herein nor the allocations of value for land and improvements may be used in conjunction with any other appraisal and are invalid if so used.

Personal Property

Furnishings, fixtures, or equipment of the business operation except as specifically indicated and typically considered as a part of the real estate have been disregarded unless otherwise stated. For some property types, business and real estate interests and values are combined.

Federal After-Tax Analysis

Any after-tax income and investment analysis or measures of return on investment are intended only to reflect possible and general market considerations at an assumed value of the price paid. The appraiser does not claim expertise in tax matters and advises the client and any other person using this appraisal to seek competent tax advice. The appraiser is in no way to be considered a tax or investment advisor.

Hypothetical Condition

There are no hypothetical conditions considered in this appraisal.

Extraordinary Assumptions

The appraiser assumes that the subject size is 5,220 sq.ft. as provided by the client. If the actual size determined by a survey is different, then it will likely alter the results of this appraisal.

It is assumed by the appraiser that there are no utility easements or other easements affecting the subject site other than those stated in this report.

If this assumption is found to be false, it could alter the appraiser's opinion or conclusions.

Scope of the Appraisal

Introduction

"The term *scope of the appraisal* refers to the extent of the process of collecting, confirming, and reporting data."[1]

The appraiser determines a report's scope (extent of data collection & depth of reporting) according to the following primary factors:

1) Satisfaction of standards as set forth by USPAP.
2) Satisfaction of any additional standards/specific requirements as defined by client request &/or organization(s) for which an appraiser has professional membership.
3) Perceived needs of the intended user(s) as related to a report's intended use.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with its' intended use, the Code of Professional Ethics & Standards of Professional practice of the National Association of Realtors, and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

The appraiser has determined an "appraisal report" conforming to USPAP Standard 2-2(b) would satisfy the needs of the intended user(s). A Summary report offers basic statements of fact &/or brief summary comments when describing data, reasoning, and analysis used in the appraisal process to develop an opinion of value. As such, some documentation supporting the data, reasoning, and analysis was kept in the appraiser's files.

General Comments

Basic information pertaining to this assignment is based upon information gathered by the appraiser from inspection of the subject property and neighborhood, public records, and other identified sources. Data believed to be unreliable was not included in this report nor used as a basis for the value conclusion.

Region, county, city, and neighborhood data were based on information in the Real Estate Consultants library and files, physical inspection of the immediate neighborhood, and data from the City of Fayetteville and Washington County.

The appraiser physically inspected the subject on *March 1, 2023*, with subject photographs taken at that time. Subject property data was based upon information gathered from physical inspection of the subject property and immediate neighborhood, documentation provided by the City of Fayetteville, public records, and other identified sources.

In evaluating the highest and best use for the subject property, an analysis was made of data compiled in the steps noted above. The appraiser's opinion of subject's highest and best use is based on important factors such as physical location, physical characteristics, zoning requirements, and use history/potential. In addition, a study of the *downtown land development market* in the subject area has been made to help determine the economic feasibility of the subject property.

[1] Appraisal Institute, *The Appraisal of Real Estate-10th Edition,* (Chicago: The Appraisal Institute, 1992), p. 575

Scope of the Appraisal – Appraisal Methods Used

Market Data (Sales Comparison) Approach --

Underlying land value is based upon analysis of available market data for land comparables, either vacant or with improvements extracted, in the central downtown area. Comparables were gathered from the appraiser's files, Realtors ® multi-list service, courthouse records, and interviews with knowledgeable market participants. The most important individual examples are discussed in digest format, and then reconciled on a price per square foot basis to the subject after discussion. Applied appreciation over time, if any, is based on accumulated data in the appraiser's files and the appraiser's knowledge of the local market.

Income Approach --

The income approach was not developed under the scope of this appraisal assignment. At the time of the appraisal the subject property was not rented or leased.

Cost Approach --

The cost approach was not developed under the scope of this appraisal assignment due to the lack of marketable improvements on the site. The existing parking lot, etc. are planned to be removed and are not included in this appraisal report.

Section III – Data Presentation

Neighborhood Description

For appraisal purposes, a neighborhood is considered to be a portion of a larger community in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Neighborhood inhabitants usually have a more casual community of interest and similarity of economic level and cultural background.

Neighborhood boundaries may consist of well-defined natural or man-made barriers, or they may be more or less well defined by a distinct change in land use, or in the character of the inhabitants.
The immediate area is commonly known as Fayetteville's Dickson Street Entertainment District, with neighborhood boundaries defined as such: N- Maple, S- Center St., E- College Ave., and W- U of A Campus.

The central downtown encompasses the City's financial and entertainment centers and continues to undergo revitalization as it adapts to current market demands and trends. The neighborhood is viewed by the market as one of the most desirable for commercial use, especially within the entertainment niche, both within the city and throughout the NW Arkansas region. College Avenue (Highway 71B) is the most important N-S open-access business route in the region. Close proximity to the University of Arkansas.

Property Description

Site

Based upon the information provided by the client, the subject consists of a proposed trail easement totaling 5,220 square feet southwest of the proposed West Avenue Civic Space.

No other adverse easements, encroachments, or other conditions were noted upon inspection. All municipal utilities are available.

Per the City's Downtown Master Plan zoning code, zoning is Main Street Center. This is a broad classification, primarily designed to allow high-density development. See zoning information in the addendum to this report.

Improvements

There are no permanent improvements included in this appraisal. Existing improvements are planned to be removed.

Environmental Analysis

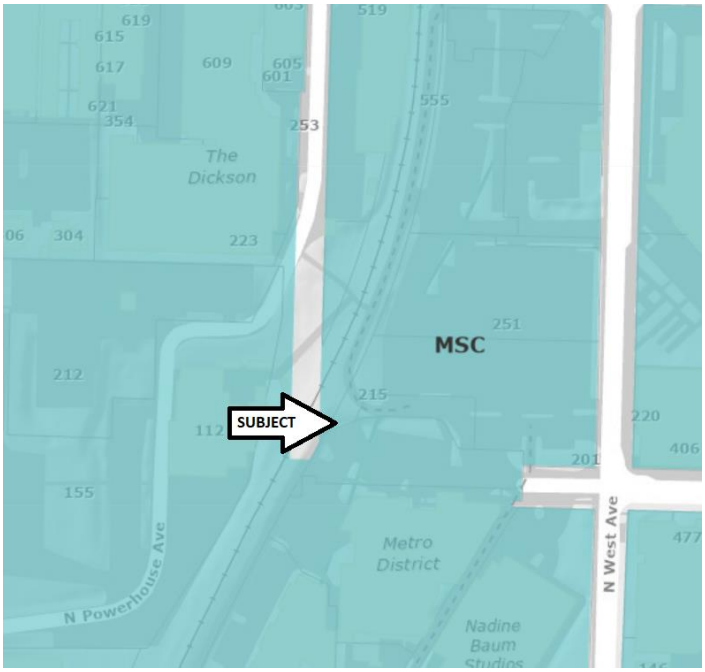
My routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions that would affect the subject property negatively. *The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.* However, the appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. It is unlikely but possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Subject Property Aerial Map



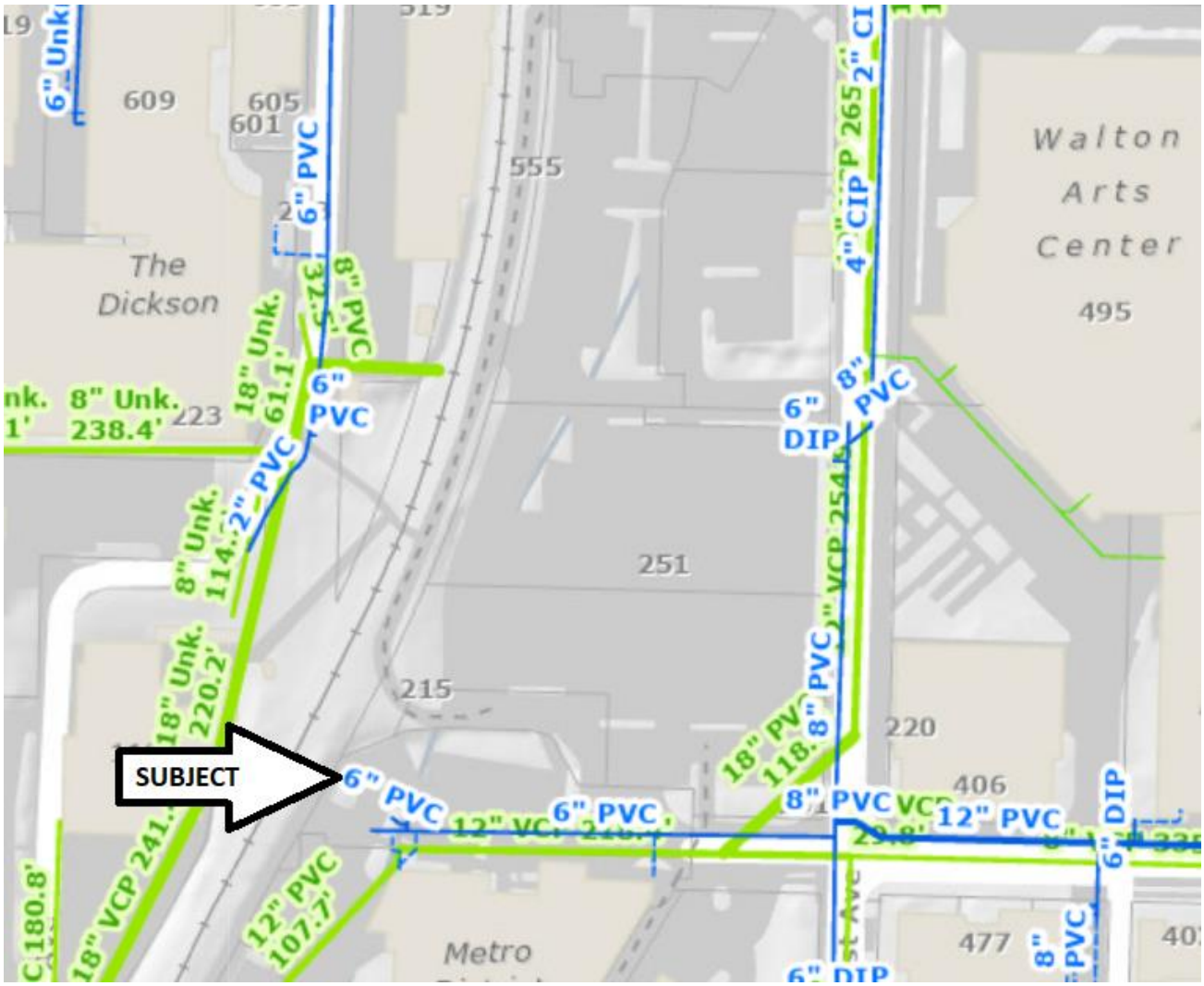
Source: City of Fayetteville GIS Mapping System

City Downtown Zoning Map



Source: City of Fayetteville GIS Mapping System

Subject Site Water and Utility Map



Source: City of Fayetteville GIS Mapping System

Section IV – Subject Analysis & Valuation Approaches

Highest And Best Use Analysis

The Appraisal Institute defines highest and best use as follows:

> *"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."*

The following tests must be met in estimating the highest and best use of the subject:

1. *It must be physically possible based on subject site characteristics.*
2. *It must be a legal use under current or likely zoning regulations.*
3. *It must be probable and not based upon conjecture or speculation.*
4. *There must be a profitable demand for such use, and it must return to the land the highest net return for the longest period of time.*

I applied these tests to the subject. The Highest and Best use of a property is based on current trends and necessities in its neighborhood with respect to overall supply and demand factors and required rates of return for specific investment types. An appraiser's interpretation of highest and best use is essentially an economic study of market forces as they affect a specific property.

Appraisal theory and USPAP generally require development of two Highest and Best use opinions- 'as though vacant' and 'as improved'. 'As though vacant' is essential to determining underlying land value and intimately connected to the Cost Approach. The 'as improved' conclusion considers potential economic contribution (if any) of existing improvements and assists in determining how a prudent investor would utilize such improvements (renovation, expansion, demolition, et cetera). 'The Appraisal of Real Estate- 10th Addition' (Appraisal Institute, Chicago, 1992) offers this statement: "The use that maximizes an investment property's value, consistent with the long-term rate of return and associated risk, is its highest and best use as improved."

Any determination of highest and best use includes identifying the motivations of probable purchasers. The benefits of an investment property like the subject relates to net income potential and eventual resale or refinancing. Thus, the highest and best use will be that use which maximizes the net operating income on a long-term basis. This use must meet the four criteria previously mentioned. The subject property is currently unimproved without any significant structure. Hence, the Highest and Best Use as though vacant is applicable only to the subject site.

'As though vacant'- It is my opinion the land's highest and best use as though vacant is for plottage with adjoining property.

A summary discussion on the four tests of highest and best use is offered on the following pages.

The Four Tests of Highest & Best Use

General comments

The subject land is well located in central Fayetteville entertainment district, with the immediate neighborhood established for commercial and residential uses. Its' current zoning allows for very dense development. The subject's shape and size are likely too small to construct a significant structure.

Physically Possible:

Basic factors affecting the potential for physically constructing improvements on a specific site include tract size, shape, topography, and soils. Further utility depends on utilities availability, roadway frontage, and tract depth in relation to width. Irregularly shaped parcels may cost more to develop and usually have less overall utility than a rectangular parcel. The site's terrain has a slight gentle slope to it which would facilitate construction.

The site offers an inadequate size to comply with current design standards for most commercial buildings. Residential use of the site is considered doubtful due to the proximity to the railroad tracks and bars and restaurants, although, there is demand for housing in the neighborhood. I am unaware of any adverse soil conditions that might hinder full use of the lot. Considering these factors, prospective developers would not likely purchase this site for development. However, there is a possibility a small-scale project could be constructed on the property.

Legally Permissible:

Land use options are further restricted by legal considerations, primarily determined by civil authorities, but also possible via private contract. The most obvious example is zoning. Other important factors include building codes and environmental regulations. Private, non-governmental examples include deed restrictions, subdivision covenants, easements, and long-term land leases. These legal factors limit current use &/or development options in the absence of 'grand fathering', allowed 'non-conforming use', or other usually rare privileges.

The subject lies within Fayetteville city limits and is zoned Main Street/Center. This zoning designation is planned for high-density use. Many options are therefore available according to the legality test, including development into commercial and residential uses.

After discussions with the City's planning office, it was determined that a small building could be constructed on the site under the Main Street/Center zoning classifications. It would be difficult but not impossible to place a building on the site under current zoning requirements for setbacks. The zoning code requires a setback from the street of 0' to 25' and 5' from the rear. There are also existing utility easements along the east and south boundary that will further decrease the building area of the site. There is also ample street frontage under the subject's zoning classification. Hence, allowing a small area to construct a building. Furthermore, there are not any off-street parking requirements for commercial use of the site.

Four Tests of Highest & Best Use Continued

Financially Feasible:

After limiting the array of uses by tests of physical possibility and legal permissibility, the appraiser then judges remaining possibilities according to financial considerations. A potential use is deemed financially feasible if that use promises a positive return on investment, all things considered. Positive return is contingent upon potential net operating income matched with appropriate required rates of return for a particular use. Important factors affecting such a return include operating expenses, debt satisfaction, and capital amortization. In my opinion, the subject's best financial return will be realized by a small commercial building or plottage with adjoining property.

Maximally Productive:

'The Appraisal of Real Estate Tenth addition' (Appraisal Institute, Chicago) defines this concept as such: "Of the financially feasible uses, the use that produces the highest residual land value consistent with the rate of return warranted by the market for that use is the highest and best use."

Among all potential uses remaining after consideration of the first three tests, a single specific use that results in the highest estimated residual land value is then determined. Most often, due to the durability of most real estate related improvements, prospective uses are narrowed according to a long-term scenario. Thus, the highest and best use will be that use which maximizes the net operating income on a long-term basis. Per Tenth addition: "The stream of benefits, or income, produced by the buildings reflects a carefully considered, and usually very specific, land use program. I believe the subject's best use is to combine the subject site with adjoining land to the west.

The Market Data Approach

The Market Data Approach or Sales Comparison Approach is an attempt to measure the reactions of typical buyers and sellers in the market. In this approach a direct comparison is made between the property being appraised and comparable properties that have either been sold recently, have received bonafide offers from prospective buyers, or are currently offered for sale.

The value of the property being appraised is inferred from the selling prices, offers, and asking prices of the comparable properties. To be "comparable" a property need not be identical to the subject. The word "comparable" is used in its ordinary sense meaning something that is capable of being compared with or worthy of comparison.

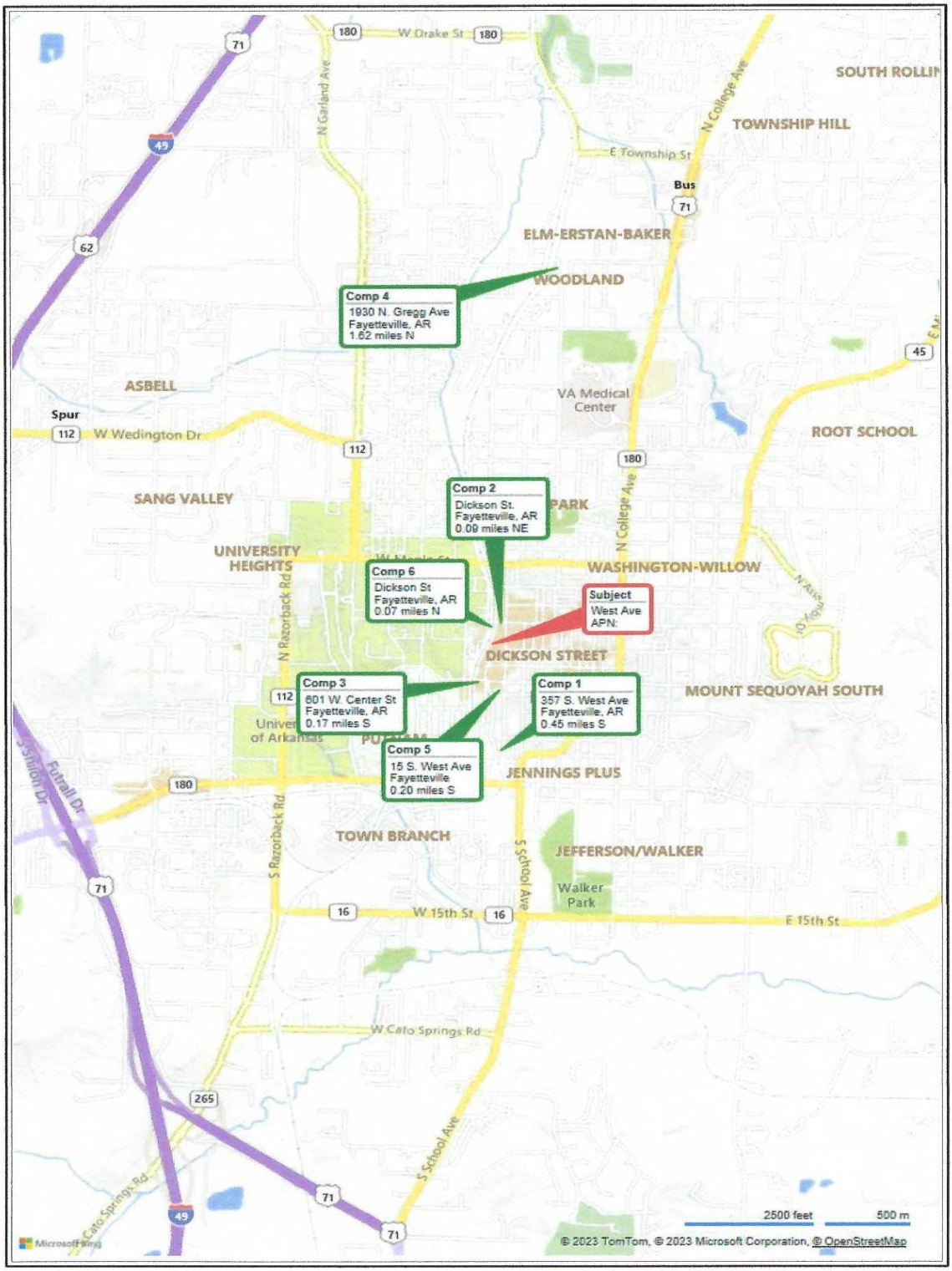
The appraiser assumes that a typical buyer in the market will not pay more for the subject property than it would cost to buy a comparable substitute property. The price a typical buyer is willing to pay is generally the result of an extensive search process in which he is constantly comparing alternative properties. In the meantime, the typical seller is usually trying to obtain the highest possible price for his property based upon his knowledge of the marketplace.

In applying the Market Data Approach, the appraiser takes the following steps:

1. Researches the market for available comparable properties in which actual sales, listings, or offerings have occurred.
2. Confirms the prices and bonafide nature of the data and qualifies the terms and motivating forces.
3. Compares the property being appraised with each of the comparable properties, under the general division of location, time, physical characteristics, and other economic factors.
4. Formulates an opinion of the market value of the property being appraised based upon the price of each comparable property.

Pursuant to the appraisal of the subject property, I researched courthouse records, reviewed company files, accessed the Realtor's ® multi-list database, and interviewed knowledgeable market participants to locate recent market activity involving properties comparable or similar to the subject. Land sales selected for comparison with the subject property are included on the following pages.

Market Data Approach -- Comparable Land Sales Map



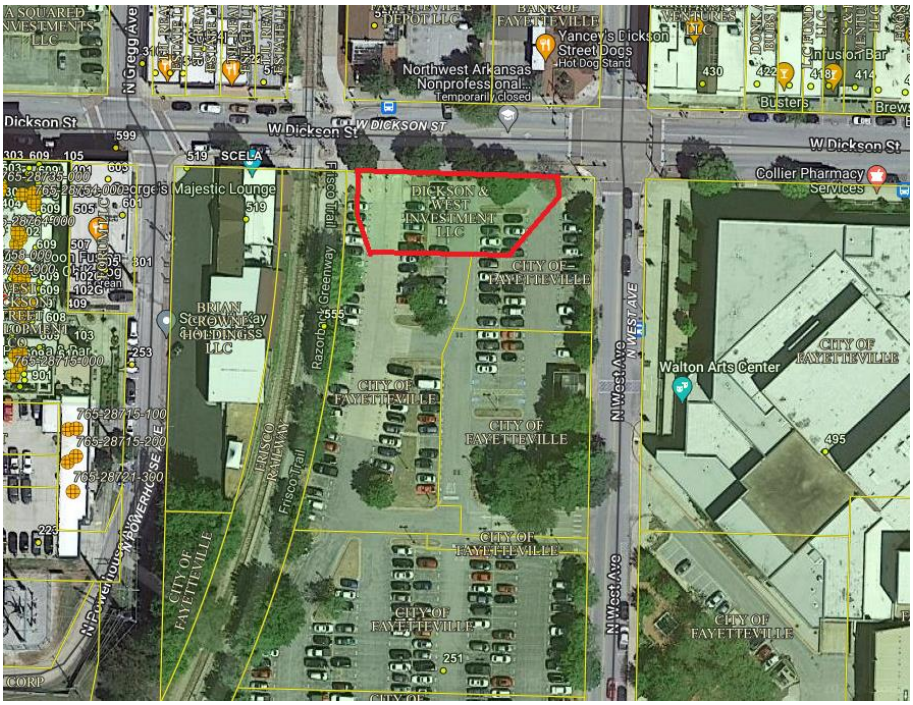
The Market Data Approach – Comparable Sales Data

Land Sale #1



Grantor:	Chris and April Copeland
Grantee:	Katz Family Trust
Date of Sale:	2/28/23
Property Location:	357 S. West Ave. Fayetteville, AR
Legal Description:	PART OF LOT 3 BLOCK 22 & PT VACATED WEST AVE & PT VACATED 30' ALLEY FURTHER DESCRIBED FROM 2023-5262
Zoning Category:	DG (Downtown General)
Land Size:	.12 or 5,227.2 sq. ft.
Improvements:	None
Reported Price:	$235,000
Data Source:	Washington County Assessor Records Parcel #765-05530-000 Washington County Circuit Clerk's Deed Book 2023 at Page 05262
Remarks:	This lot is located southeast near the subject on West Ave. and is flat and irregular in shape
Indicated Price:	$44.95/Square Foot

Land Sale #2



Grantor:	City of Fayetteville
Grantee:	Dickson & West Investments, LLC
Date of Sale:	12/20/2021
Property Location:	W. Dickson St., Fayetteville, AR
Legal Description:	A part of the NW ¼ of the NE ¼ of Section 16, Township 16 North Range 30 West, City of Fayetteville, Arkansas
Zoning Category:	MSC (Main Street Center)
Land Size:	.20 acres or 8,712 sq. ft.
Improvements:	None of contributory value
Reported Price:	$263,000
Data Source:	Washington County Assessor Records - Parcel # 765-01745-003, Washington County Circuit Clerk's Deed Book 2022 at Page 450
Remarks:	Irregularly shaped tract with frontage on Dickson St. Just north of the subject.
Indicated Price:	$30.19/Square Foot

Land Sale #3



Grantor:	Myers Family Properties LLC
Grantee:	Satsang LLC
Date of Sale:	04/28/21
Property Location:	601 W. Center St. Fayetteville, AR
Legal Description:	N PT LOT 1 NE SW FURTHER DESCRIBED FROM 2021-16291 AS: Part of Lot One (I) in the County Court Plat of the Northeast Quarter of the Southwest Quarter of Section Sixteen (16) in Township Sixteen (16) North, Range Thirty (30) West of the 5th P.M.,
Zoning Category:	MSC (Main Street Center)
Land Size:	.48 Acres or 20,908.8 sq. ft.
Improvements:	None of contributory value
Reported Price:	$450,000
Data Source:	Washington County Assessor Records Parcel #765-12944-000 Washington County Circuit Clerk's Deed Book 2021 at Page 16291
Remarks:	This lot is located one block south of the subject on Center St., it is rectangular in shape. The improvement had burnt down before time of sale and has been razed.
Indicated Price:	$21.52/Square Foot

Land Sale #4



Grantor:	RLP Developments, LLC
Grantee:	Russ Plumley
Location:	1930 N. Gregg Ave., Fayetteville, AR
Date of Sale:	05/10/2018
Legal Description:	The North 50 feet of Lot 6 in Block 2 in the Revised Plat of Lots 3 to 9 Inclusive in Block 6 Parker's Plat of Valley View Acres, Washington County
Zoning Category:	RSF-4 (Residential Single Family – 4 units)
Land Size:	.23 Acres or 10,019 sq. ft.
Improvements:	None
Reported Price:	$75,000
Data Source:	Washington County Assessors Records Parcel #765-09566-000, Washington County Circuit Clerk's Deed Book 208 at Page 13642
Remarks:	This tract is located near the intersection of Gregg Ave and W. Poplar near the subject site. Difficult ingress and egress off of N. Gregg Ave. public utilities available. Not in a floodway zoned area. Borders a bike trail.
Indicated Price:	$7.49/ sq. ft.

Land Sale #5



Grantor:	Billy Wayne Batson
Grantee:	Trailside Townhomes, LLC
Property Location:	15 S. West Ave, Fayetteville, AR
Date of Sale:	08/29/17
Legal Description:	A part of Lot 2 of Block 22 in the Original Plat of the Town of Fayetteville, Washington County, AR
Zoning Category:	MSC (Main Street/Central)
Land Size:	.37 acres or 16,224 sq. ft.
Improvements:	None of Contributory Value
Reported Price:	$250,000
Data Source:	Washington County Records- Parcel #765-01891-000, Deed 2017-26781, and MLS# 1019080
Remarks:	Sale of similarly zoned property. Site borders a city trail. Structure on property was razed by buyer. New town homes have been constructed on the site.
Indicated Price:	$15.41/Square Foot

Land Sale #6



Grantor:	Arkansas Missouri Railroad Company
Grantee:	William & Betty Harrison
Location:	Dickson St., Fayetteville, AR
Date of Sale:	10/10/02
Legal Description:	A part of Lot 7 as designated upon the Original Plat of the Town of Fayetteville, Washington County, AR
Zoning Category:	MSC (Main Street Central)
Land Size:	.0775 Acres or 3,378 sq. ft.
Improvements:	None of Contributory Value
Reported Price:	$24,000
Data Source:	Washington County Records Deed 2002-154073
Remarks:	Old sale of similarly zoned property. This was railroad right of way adjacent to George's Majestic Lounge acquired by then owners. It has since been improved with an outdoor patio area.
Indicated Price:	$7.10/ sq. ft.

Analysis of Comparables and Conclusion of Land Value

In my opinion, there are an adequate number of comparables available to render a reliable opinion of the subject's underlying land value according to its' highest and best use. I offer a variety of verified transactions considered representative of recent market activity, while retaining additional examples in my files. Overall, there has been a limited amount of good comparable sales in the Dickson St./Downtown Fayetteville area. However, there has been an adequate amount of data to render an opinion of the market value of the subject. The comparables used are summarized as follows:

Sale	*Date*	*Tract Size*	*Land Price*	*$/SF*	*Comparability*
1	02/28/23	5,227 SF	$235,000	$44.95	Inferior
2	12/20/21	8,712 SF	$263,000	$30.19	Similar
3	04/28/21	20,908 SF	$450,000	$21.52	Inferior
4	05/10/18	10,019 SF	$75,000	$7.49	Inferior
5	08/29/17	16,224 SF	$250,000	$15.41	Inferior
6	10/10/02	.0775 SF	$24,000	$7.10	Similar

All comparables are located within close proximity of the subject, with most considered having similar immediate Downtown neighborhood influence.

Appreciation over time within the subject's land market niche is still prevalent. But there are fewer top-end prices paid compared to the more speculative time of 2004-2012. However, recent sales are approaching the prices paid in that era.

The researched sales indicate an *unadjusted* price range of $7.10/sq. ft. to $44.95/sq.ft.. This is a wide range in which to comfortably place the subject. Primary differences are attributable to location relative to the Downtown grid, total size, buildability of the tract, date of sale, and overall potential. The upper end of the value range are of good buildable sites, many of which have been developed or are planned for multi-story residential townhomes and commercial uses. The lower end of the range are of tracts off Dickson St. and the downtown square which do not have the appeal of the Dickson St. fronting properties. These tracts are rectangular shaped and sized for smaller residential units.

Generally speaking, per square foot values decline as the size of the tract increases. This rule of thumb does not always hold true; though, especially when considering the unique requirements of urbanized areas. Some tracts suffer discounts if they are too small to satisfy zoning ordinances (e.g., parking). In addition, owing to the current trend of condominium/mixed-use projects prevalent downtown, tracts too small for development into multi-story structures do not have nearly the same desirability as the city grows upward.

The appraiser has prepared a sales adjustment grid on the following pages. This grid shows the adjustment process in detail and is used to render a value estimate of the subject property.

It is my opinion the subject's land would fall near the mid to lower area of the stated range. Therefore, based upon the above recited sales and analysis thereof, and after adjustments are made for differences in time, size, location, visibility, land qualities, and other economic factors, it is my considered opinion the subject's land value, *as of March 1, 2023*, is as follows:

5,220± SF @ $42.00/SF = $219,240

Say $220,000

Comparable Sales Adjustment Grid'

City of Fayetteville Trail Easement Area Comparable Land Sale Grid

Fayetteville, AR

Appx. 5,220 sq.ft.

	SUBJECT	SALE #1	SALE#2	SALE #3
	West Ave.	357 S. West	W. Dickson St.	601 W. Center St.
	Fayetteville	Fayetteville	Fayetteville	Fayetteville
PRICE DATA				
PURCHASE PRICE	NA	$ 235,000	$ 263,000	$ 450,000
CONCESSIONS/TERMS	Cash to Seller	Cash/None	Cash/None	Cash/None
Adjustment				
PRICE PER Square Foot	NA	$ 44.95	$ 30.19	$ 21.52
DATE OF SALE	NA	Feb-23	Dec-21	Apr-21
Adjustment		$0.00	$3.02	$2.15
ADJUSTED PRICE	NA	$ 44.95	$ 33.21	$ 23.67
LOCATION	Dickson St.	Inferior	Similar	Inferior
Adjustment		$ 4.50	$ -	$ 4.73
SIZE (sq.ft.)	5,220	5,227	8,712	20,909
Adjustment		$ -	$ (3.32)	$ 5.92
TOPO/SHAPE	Clear/Level	Gentle/Irregular	Level/Irregular	Level/Rectangular
Adjustment		$0.00	$0.00	($1.18)
UTILITIES	Average	Similar	Similar	Similar
Adjustment		$ -	$ -	$ -
IMPROVEMENTS	NA	None	None	Razed by Buyer
Adjustment		$ -	$ -	$ -
ZONING	MSC	DG	MSC	MSC
Adjustment		$ -	$ -	$ -
FLOOD HAZARD	None	None	None	None
Adjustment		$ -	$ -	$ -
VISIBILITY/ACCESS	Average	Similar	Superior	Inferior
Adjustment		$ -	($7.55)	$ 4.30
NET ADJUSTMENT		$ 4.50	$ 10.87	$ 13.77
INDICATED PRICE		$ 49.45	$ 44.07	$ 37.45
		Mean	**$ 42.09**	**/sq. ft.**
		Say	$42.00	
		Indicated Value	**$219,240**	
		Say	**$220,000**	

Comparable Sales Adjustment Grid, Continued

	SALE #4	**SALE #5**	**SALE #6**
	1930 N. Gregg Ave	15 S. West Ave	Dickson St
	Fayetteville	Fayetteville	Fayetteville
	$ 75,000	$ 250,000	$24,000
	Cash/None	Cash/None	Cash/None
	$ 7.49	$ 15.41	$7.10
	May-18	Aug-17	Oct-02
	$11.23	$7.70	$17.76
	$ 18.71	$ 23.11	$24.87
	Inferior	Inferior	Similar
	$ 9.36	$ 4.62	
	10,019	16,224	3,378
	$ 4.68	$ 5.78	$ 7.46
	Level/Rectangular	Gentle/Rectangular	Gentle/Irregular
	$0.94	$1.16	
	Similar	Similar	Similar
	$ -	$ -	
	None	None	None
	$ -	$ -	
	RSF-4	MSC	MSC
	$ 14.97		
	None	None	None
	$ -	$ -	
	Superior	Inferior	Similar
	$ (2.25)	$ 4.62	$ 3.55
	$ 27.70	$ 16.18	$11.01
	$ 46.41	$ 39.29	$35.88

Correlation, Analysis, and Conclusion

The Market Data Approach exclusively was used to estimate the value of the subject land. The Cost & Income Approaches were not considered to be applicable under the scope of this appraisal. The Market Data Approach resulted in the following indicated value:

The Market Data Approach	**$ 220,000**

It is the appraiser's opinion that an adequate amount of Market Data was available to obtain a reliable value estimate for the subject land as if vacant. A sufficient amount of sales activity has occurred in the general vicinity of the subject property. The sales analyzed and included in this report are considered reliable and do indicate the prices being paid for commercial/residential land in the Downtown Fayetteville area.

Due to the small size of the subject, it was difficult to find truly comparable sales. The appraiser has analyzed recent sales of similar zoned land in the subject area which are suitable for trail development. These are sales that are considered similar to the subject property. Furthermore, the appraiser has analyzed sales of land along the current downtown trail network and railroad right of way which reflect a lower value than the aforementioned sales. It is the appraiser's opinion that the subject's value should fall somewhere in between the stated value range.

Therefore, based upon the data collected and analyzed within this report and the preceding discussion, it is the considered opinion of this appraiser that the Fair Market Value of the subject property as of *March 1, 2023*, is as follows.

$ 220,000

Certificate of Appraiser

I hereby certify, that to the best of my knowledge and belief, that the statements of fact contained in this report are true and correct; that the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; that I have no present or prospective interest in the property that is the subject of this report, and I have no interest or bias with respect to the property that is the subject of this report or to the parties involved with this assignment; that my engagement in this assignment was not contingent upon developing or reporting predetermined results; that my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

I hereby certify, that my analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with requirements of the code of Professional Ethics and the Standards of Professional practice of the National Association of Realtors; that the use of this report is subject to the requirements of the National Association of Realtors relating to review by its duly authorized representatives; that all signatories of this report have physically inspected the subject property and are familiar with the comparables stated within.

The appraiser further certifies that the analyses, opinions and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.

In the previous sections of this report, the appraiser has analyzed the relevant facts and applied the appropriate appraisal processes to the subject property. It is the considered opinion of this appraiser that the *Market Value* of the subject property as of the effective date of *March 1, 2023,* is:

TWO HUNDRED TWENTY THOUSAND DOLLARS
($220,000)

Respectfully Submitted,



Mark E. Risk, GAA
State Certified General Appraiser #0202

Section V - Addendum

161.27 - Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations

Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage*. 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, § 1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§ 5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17)

Appraiser Qualifications

Mark E. Risk, GAA
Real Property Broker & Appraiser

PRESIDENT

TREC, INC. dba The Real Estate Consultants
2592 N. Gregg Ave. Suite #1 / P. O. Box 747
Fayetteville, Ar. 72703
(479) 442-0762

STATE CERTIFIED GENERAL APPRAISER

State of Arkansas – #CG-0202

LICENSED REAL ESTATE BROKER

State of Arkansas- Principal Broker #00005933

ADJUNCT POSITION

University of Arkansas – Adjunct Instructor – Real Estate (1980-2020)

EDUCATION

University of Arkansas, MBA 1979
University of Arkansas, BSBA 1977
Major: Real Estate and Finance
American Institute of Appraisers
Real Estate Appraisal Principles
Basic Valuation Procedures
Standards of Professional Practice
Capitalization Theory and Techniques (U of A)
Marshall & Swift Building Cost Seminar
Easement Valuation -- International Right of Way Assoc.
GRI Course 306 -- Arkansas Realtors Association
NAIFA Courses -- Standards of Professional Practice
-- Reviewing the URAR Form
-- The New URAR Report -- NAIFA,

PROFESSIONAL MEMBERSHIPS

National Association of Realtors (NAR) -- Appraisal Section
Arkansas Realtor's Association
Metro Area Board of Realtors

PROFESSIONAL DESIGNATIONS

General Accredited Appraiser (GAA) - National Association of Realtors

STATE BOARDS

Appointed to the Appraiser's Licensing and Certification Board by Governor Bill Clinton in January 1992. Reappointed by Governor Jim Guy Tucker in 1994. Term Expired in January of 1997.

BOARD OF DIRECTORS Served on Board of Directors of the UARK Federal Credit Union

NATIONAL COMMITTEES

National Association of Realtors
- Appraisal Section
- Subcommittee 1995-1998
  - Chair - 1998
- Appraisal Forum 1995
- Appraisal Committee 1997-98; 2000-2006

EXPERIENCE

Real Estate Consultants 1981-present
Actively appraising real estate in Northwest Arkansas since 1979.
Associated with Jim Sullivan (Sullivan Agency), 1979 to 1989.
Associated with Tom Reed (Reed & Associates), 1981 to 1985.
Employed by Keith S. Schultz (Associated Appraisers) 1980-81.

TEACHING

Real Estate Instructor at the University of Arkansas (1981 to date)
Courses taught include: Real Estate Principles, Real Estate Finance & Investments, and Real Estate Appraisal
Continuing Education Seminars: Basic Steps to Residential Appraisal, Environmental Concerns, Property Management

PUBLICATIONS

"Recreational Land Values and Trends in Northwest Arkansas",
Arkansas Business and Economic Review, Vol. 16, No. 1, 1983;
Picked up for reprint by the International Association of Assessors

CLIENTS SERVED

***LENDING INSTITUTIONS**

66 Federal Credit Union
American Airlines Credit Union
Arkansas National Bank
Bank of Fayetteville
Arvest Bank
UARK Federal Credit Union
Bank of Arkansas
Bank of Salem
Bank of Eureka Springs
Bank of Oklahoma
Chambers Bank
First Security Bank of NW Arkansas
Community First Bank
First State Bank
Great Southern Bank
First Federal Bank
First Financial Bank

***LENDING INSTITUTIONS (Cont'd.)**

Metropolitan National Bank
Simmons First Bank
Signature Bank
Liberty Bank of Arkansas
Legacy National Bank
Bank of Fayetteville
Regions Bank-Dallas
Telco Credit Union
Bank of America
First National Bank of St. Louis
Bank of Jackson Hole

***MORTGAGE COMPANIES**

Ameriquest Mortgage
Arvest Mortgage Company
Broyles Mortgage Company
Federal National Mortgage Association (FANNIE MAE)
James River Mortgage Company
Lomas & Nettleton
Norwest Mortgage
PHH Home Mortgage
Pulaski Mortgage Company
Southern Mortgage
U.S. Mortgage
Lending Tree
Ditech.com

DEVELOPERS

Dream Structures
Copher Quality Homes
Larry Carter Development Corporation
Castle Development
East Avenue Development, LLC
Dr. J. B. Hays
Houses, Inc.
C & K Construction
Riggins Construction

RELOCATION COMPANIES

Corporate Relocation
Sirva Relocation
Cendant Mobility
Coldwell Banker Relocation
Commonwealth Relocation Services
Equitable Relocation Mgmt. Corporation
Executive Relocation
Forward Mobility
Home Equity Corporation
Prudential Relocation Management
Re/Max Relocation
Relocation Funding Corporation
Relocation Resources
Weichert Relocation

MISCELLANEOUS

Anheuser Busch
Ball Corporation
Bell International
Busch Skil Company
Cargill Corporation
Cannon Express
Cummulus Broadcasting
Central United Methodist Church
City Of Eureka Springs
City Of Fayetteville
City Of Springdale
City Of Rogers
City Of Johnson
City Of Bentonville
Arkansas Department of Parks & Recreation
Arkansas State Highway & Transportation Department
Nature Conservancy
SWEPCO
Bentonville Airport Commission
Colgate Palmolive
CTS Corporation
Deere Credit Services
Federal Deposit Insurance Corp. (FDIC)
Fulbright Enterprises
Gates Rubber Company
General Motors
Gerald Carr (Retired Astronaut)
Kraft, Inc.
Love Box Company
MGIC
Michelin Tire Company
Ozarks Electric Cooperative
Phizer, Inc.
Procter & Gamble
Record Data, Inc.
Resolution Trust Corporation
Roadway Express
Salvation Army
Sioux Transportation
Tyson Foods, Inc.
Many Other Attorneys, Doctors, And Individuals

COURT TESTIMONY

Benton County Circuit Court
Carroll County Circuit Court
U.S. Federal Bankruptcy Court
Washington County Circuit Court
Crawford County Circuit Court
Madison County Circuit Court

GEOGRAPHIC AREA SERVED

Northwest Arkansas
Washington, Benton, Carroll & Madison Counties

Prepared under the supervision of:
Joshua B. Hite, Attorney
3790 N. Bellafont Blvd, Suite 3
Fayetteville, AR 72703

WARRANTY DEED
(Limited Liability Company)

File # 23-3753

KNOW ALL MEN BY THESE PRESENTS:

That **Satsang, LLC, an Arkansas limited liability company,** hereinafter called Grantor, for and in consideration of the sum of One and No/100-----Dollars---($1.00) and other good and valuable consideration in hand paid by **Reindl Investments, LLC, an Arkansas limited liability company,** hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said Grantee and unto its successors and assigns, forever, the following described land, situated and being in the County of Washington, State of Arkansas, to-wit:

A part of Lot 1 of the County Court Plat of the NE 1/4 of the SW 1/4 of Section 16, Township 16 North, Range 30 West of the 5th P.M. in the City of Fayetteville, Washington County, Arkansas, and being more particularly described as follows: Beginning at the Northeast corner of said NE 1/4 of the SW 1/4 of said Section 16, thence South to an iron stake driven in the ground in the Southwest corner of the intersection of West Center Street and South Gregg Street for a point of beginning, thence South 160 feet, thence West to the East line of the St. Louis and San Francisco Railway right of way, thence North along the East line of said railway right of way 120 feet, thence East 65 feet, more or less, to within 9 poles of the East line of said 40 acre tract, thence North 40 feet, thence East to the place of beginning.

Subject to easements, right-of-ways, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto said Grantee and unto its successors and assigns, forever with all appurtenances thereunto belonging. And the Grantor hereby covenants with said Grantee it will forever warrant and defend the title to the said lands against all claims whatsoever.

Signature page to follow

WITNESS our hands and seals as such Grantor this 21 day of July, 2023.

Satsang, LLC

By: _____
Stephani Jungmeyer, Member

By: _____
Shawn Jungmeyer, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) **SS**
COUNTY OF WASHINGTON)

On this day before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Stephani Jungmeyer and Shawn Jungmeyer,** to me personally known (or satisfactorily proven), who stated that they are the authorized **Members** of **Satsang, LLC, an Arkansas limited liability company,** and are duly authorized in their capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they have so signed, executed and delivered said 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 21 day of July, 2023.

_____
Notary Public

My Commission Expires: 2/24/27

JOSHUA BARNETT HITE
COMM. No. 12700217
NOTARY PUBLIC
EXP. DATE 02/24/2027
BENTON COUNTY, ARKANSAS

After recording return to:
City Title & Closing LLC
3790 N. Bellafont Blvd, Suite 3
Fayetteville, AR 72703

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 23-3753

Grantee:	REINDL INVESTMENTS LLC
Mailing Address:	509 W SPRING ST STE 310 FAYETTEVILLE AR 727015060
Grantor:	SATSANG, LLC
Mailing Address:	601 W CENTER ST FAYETTEVILLE AR 727015004
Property Purchase Price:	$850,000.00
Tax Amount:	$2,805.00
County:	WASHINGTON
Date Issued:	07/25/2023
Stamp ID:	1505048576

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

citytitle llc & closing, as agent for Grantee

479-935-4177

Grantee or Agent Name (printed): _____

Grantee or Agent Name (signature): _____ Date: 7/25/23

Address: _____

City/State/Zip: _____

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

Resolution: 256-22

File Number: 2022-0919

REINDL PROPERTIES, INC.:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A LETTER OF INTENT DEFINING DEVELOPMENT AGREEMENT TERMS WITH REINDL PROPERTIES, INC. FOR A PUBLIC PRIVATE PARTNERSHIP FOR CONSTRUCTION OF THE MIXED-USE BUILDING PLANNED TO PROVIDE GROUND FLOOR ACTIVE USES FOR THE RAMBLE CIVIC PLAZA ON THE SOUTHERN END OF THE SITE

WHEREAS, on August 29, 2021, the City issued a request for proposals to solicit innovative building proposals for the southern anchor building on the Civic Plaza; and

WHEREAS, Reindl Properties, Inc., which submitted the only proposal, was chosen by the City's selection committee for the project; and

WHEREAS, a contractual Letter of Intent providing an initial framework for a final land sale and development agreement has been negotiated by staff and the proposer with terms including purchase of the property based on a fair market appraisal, proposed uses of the building, architectural design features, parking strategies, public art opportunities, and the inclusion of public restrooms and event storage space for the Civic Plaza and Razorback Greenway; and

WHEREAS, the Letter of Intent also specifies that the final development agreement will include a termination and buy back clause requiring Reindl Properties to start construction on the new building within 12 months of substantial completion of the Civic Space.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign the contractual Letter of Intent with Reindl Properties, Inc., a copy of which is attached to this Resolution, to proceed with the negotiation of a final land sale and development agreement for the construction of a mixed-use building as the southern anchor of the Ramble Civic Plaza.

PASSED and APPROVED on 11/1/2022

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREAS
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON CO

Agenda Date: 11/1/2022 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: B.2

REINDL PROPERTIES, INC.:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A LETTER OF INTENT DEFINING DEVELOPMENT AGREEMENT TERMS WITH REINDL PROPERTIES, INC. FOR A PUBLIC PRIVATE PARTNERSHIP FOR CONSTRUCTION OF THE MIXED-USE BUILDING PLANNED TO PROVIDE GROUND FLOOR ACTIVE USES FOR THE RAMBLE CIVIC PLAZA ON THE SOUTHERN END OF THE SITE

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Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign the contractual Letter of Intent with Reindl Properties, Inc., a copy of which is attached to this Resolution, to proceed with the negotiation of a final land sale and development agreement for the construction of a mixed-use building as the southern anchor of the Ramble Civic Plaza.

City of Fayetteville Staff Review Form

2022-0919

Legistar File ID

10/18/2022

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

Wade Abernathy	9/26/2022	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a resolution authorizing Mayor Jordan to sign a letter of intent defining development agreement terms with Reindl Properties for a public private partnership for construction of the mixed-use building planned to provide ground floor active uses for the Ramble Civic Plaza on the southern end of the site.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	Current Budget	$	-
	Funds Obligated	$	-
	Current Balance	$	-
Does item have a cost?	Item Cost	$	-
Budget Adjustment Attached?	Budget Adjustment	$	-
	Remaining Budget	$	-

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF OCTOBER 18, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Wade Abernathy, Director Bond Construction Projects

DATE: September 25, 2022

SUBJECT: **Resolution authorizing Mayor Jordan to sign a letter of intent with Reindl Properties for the construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza**

RECOMMENDATION:
Staff recommends adopting a resolution authorizing Mayor Jordan to sign a letter of intent defining development agreement terms with Reindl Properties for a public private partnership for construction of the mixed-use building planned to provide ground floor active uses for the Ramble Civic Plaza on the southern end of the site.

BACKGROUND:

Schematic design for the Ramble Civic Plaza, a 2019 voter approved downtown revitalization project, focused on the West Avenue civic space. The vision for the civic space was completed in January 2019, following a series of public design charettes. The design chosen by participants who engaged in the process consists of a gathering and event lawn, public plaza, garden spaces, and a civic promenade, with two buildings bordering the site on the north and south ends, as bookends of the plaza. The southern building will be integral to the site, as a backdrop for what will become a stage and performance area for the plaza. Additionally, the building will provide public restrooms accessible from the Razorback Greenway and Civic Plaza storage space within the ground floor.

A Request for Proposals (RFP) process solicited competitive development proposals for a public private partnership to build the southern anchor building on the West Avenue Civic Plaza. The RFP asked for an approximately 14,300 square foot building footprint with a height limit of seven stories and three primary facades. Additionally, the city requested that the building be constructed of high-quality and lasting materials that are complimentary to the overall aesthetic of the site and the emergent Arts and Entertainment District.

The RFP, issued in August 2021, was advertised on several platforms, including on the CoStar website which provides market-leading research on commercial real estate properties in nearly all markets and sub-markets. The RFP was downloaded by over 100 interested parties. A non-

mandatory pre-proposal conference held in September, 2021 was attended by over 30 participants.

Additional Background:
Key to the design and planning of the overall spaces are the public private partnerships that can help activate the space and provide a mixed use, sales tax generating, downtown development project to complement the city's investment in The Ramble. Partners are both private developers and philanthropic support efforts.

Initial design for this transformative project was made possible by a 2017 grant from the Walton Family Foundation's Design Excellence Program. Award-winning landscape architects Nelson Byrd Woltz (NBW) were selected to design the corridor with the primary goals of:

- Increasing public access and strengthening the surrounding neighborhood,
- Leveraging the connected trail network,
- Demonstrating a commitment to sustainability, and
- Embodying an innovative spirit, encouraging visitors and residents to engage with the space in new ways.

There are five primary elements included in plans for the Cultural Arts Corridor bond project: The West Avenue Civic Space, West Avenue streetscapes, The Fay Jones Woods, The Razorback Greenway, and a new parking deck one block north of the corner of West Ave. and Dickson Street. In April 2019, citizens of Fayetteville voted to authorize a $31,685,000 bond for construction of the Cultural Arts Corridor Improvements.

Arts Corridor improvements to the Fay Jones Woods, the southern portion of the Razorback Regional Greenway, and the southern portion West Ave. began in September 2020 with construction completed in September, 2022. Construction of the new parking deck began in January 2022 with completion planned in early 2023. In June 2021, after a 5-month public renaming process, the City announced *The Ramble* as the new name for the Cultural Arts Corridor.

DISCUSSION:
On October 26, 2021, the City of Fayetteville accepted proposals for the southern anchor building on the Civic Plaza. One proposal was received from Reindl Properties that included a project team with a passion for high-quality construction, human-scaled design, craftsmanship, efficiency, and love of community. Their team includes:

- Brian Reindl – Developer and owner of the adjacent Metro Building along with several other properties in and around downtown Fayetteville.
- Rob Sharp – Architect and designer of several Fayetteville projects including: Three Sisters Building, Mill District, The Dickson Building and most recently the Network Building, which was designed to be the first net zero mixed-use building in Fayetteville.
- Windsor Aughtry – Hotel developer with over 25 years of experience developing urban hotel projects in the Southeastern US. They are currently working in the Northwest Arkansas market. In addition to assisting with the development project, they will assist in

selecting a management company that will operate the hotel and ensure its active uses are in coordination with the city's active plaza uses.
- CR Crawford – General Contractor headquartered in Fayetteville, with experience building multiple urban infill projects.

The Selection Committee chose the proposal from Reindl Properties and staff began to negotiate a public private partnership agreement for the construction of the building, resulting in the attached Letter of Intent (LOI) to provide an initial framework for that agreement. Terms in the LOI will guide final development and land sale agreements to be brought back to the City Council at a later date for final approval.

The LOI specifies that the final development agreement will have a termination and buy back clause requiring Reindl properties to start construction on the new building within 12 months of the completion of the Civic Space. Also, within four weeks of approval of the LOI, Reindl Properties will take additional community input on the ways in which the proposed building will interact with the plaza and civic space.

As indicated in the LOI renderings, the proposed mixed-use building will be substantial and striking. The building's proposed uses will increase the liveliness of the adjacent Civic Plaza and attract visitors to the downtown. Hotel guests will eat, shop and recreate in the area, providing benefit to many existing local businesses. Initial analysis shows that the project would provide approximately $350,000 per year in sales and HMR taxes to the City plus another $85,000 per year in property tax to the City of Fayetteville for the general fund, library and fire and police departments. The construction impact of this $50 million construction project will approximately yield another $175,000 in sales tax revenue.

If the Council approves this resolution, it will allow the following steps to occur:
- City staff and design consultants with Nelson Byrd Woltz will work with Reindl Properties to finalize the building footprint in relationship to the trail relocation and relative to the final design of the Civic Plaza.
- Staff will work with Reindl Properties to secure a third party, independent appraisal for the land values.
- Major terms and conditions for a proposed Contract for the final agreement will be provided in a resolution of intent for the City Council.
- Council will review and approve the PZD.
- Staff will request approval of an Ordinance authorizing the real estate contract which will also include the final development agreement.

BUDGET/STAFF IMPACT:
As discussed, the value of the land sale to Reindl Properties shall be based on appraised market value. The value of land will be used to offset the cost of construction of public restrooms and Civic Plaza storage space within the ground floor of the mixed use building, thereby eliminating this capital expenditure from the City of Fayetteville's cost to construct the

adjacent Civic Plaza. Any land sale proceeds not applied to these items will be appropriated to the Civic Plaza project.

Attachments:
Letter of Intent
RFP Response from Reindl Properties
Final Civic Plaza Schematic Design from 2019

LETTER OF INTENT, CIVIC SPACE AT THE CULTURAL ARTS CORRIDOR, MIXED USE BUILDING

Background:

On April 9, 2019, the voters of the City of Fayetteville ("City") approved a bond issue for the Cultural Arts Corridor (recently renamed the Ramble) in downtown Fayetteville. The Ramble design for the Civic Space at the southwest corner of Dickson Street and West Avenue consists of a gathering and event lawn, community plaza, garden spaces, a public promenade and building sites on the plaza. The southern anchor building site was proposed to support and enhance the experience of the Civic Plaza, to provide community benefit, to frame the view of the Civic Space and to generate tax revenues. On October 26, 2021, the City accepted Request for Proposals for the design and construction of innovative development proposals for the southern anchor building. The City Selection Committee selected Reindl Properties Inc. ("Reindl") to implement the vision of a southern anchor building that is both beautiful and of exceptional architectural quality, material, and urban design befitting this extraordinary location.

This document describes an agreement between the City and Reindl regarding that property on the south end of the Civic Space adjacent to West Avenue and Spring Street. The basic terms of the agreement would be as follows:

1. The Building:

A. Reindl will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces. The Building may include other uses as necessary to meet the financial goals of the project. The following Use Units will be allowed, subject to City's approval:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

B. As befits its prominent location, the Building will be a substantial and attractive building. The building design and site development will be subject to City's development review process, ordinances, and rules. The final building design, plans and specifications, including but not limited to exterior finishes is subject to City Council approval. Nothing in this Letter of Intent is intended to or may be construed as a waiver of any of City's ordinances, rules, or regulations.

C. The Building will have three primary facades; one facing the Civic Plaza to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

D. The Building shall be designed and built in substantial compliance with the drawings on the attached Exhibits A, B and C which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibits A, B, and C is subject to additional City Council approval.

2. The Location:

The Building will be located at the south end of the Civic Space as shown in Exhibits D and E. The indoor-outdoor relationship of the Building to the Civic Plaza will demonstrate sensitivity and engagement towards the Civic Plaza to the north, the West Avenue Promenade to the east, and to the Metro Building to the south. Exhibit G identifies the approximate Building location on City property, however the exact legal description of the property to be conveyed from the City to Reindl, as further described in Paragraph 9, will be determined by a land survey, the cost of which will be shared equally between the City and Reindl.

3. Ground Floor Activity:

Ground floor uses at the Building shall be open and inviting to the general public. The operating plan and design for the ground floor activity shall support activation of the Civic Plaza. It is anticipated that bar, restaurant, café, and retail uses will be included. Hotel lobby shall be designed to be open and inviting. Refer to Exhibit F for a diagrammatic floor plan showing the location of these uses.

4. Public Benefit:

In addition to increasing the beauty and liveliness of the Civic Space, the Building will also have a substantial fiscal impact for the City. A project of this scale, over a 10-year period, would provide approximately $3.5 million to the Fayetteville Public School System and approximately $3.3 million to various City operations such as the library, police and fire departments, roads, and general fund.

During construction, Reindl will make a good faith effort to purchase building supplies locally to increase sales tax revenues for the City .

5. Benefit to Local Merchants and Downtown Business Owners:

A project of this scale will attract visitors to the downtown. Hotel guests will eat, shop, and play in the area. In addition, Reindl has a proven track record in recruiting and retaining local entrepreneurs, which provides both an economic benefit to small business enterprises and enhances local character.

6. Parking:

Hotel uses are ideal for a smart parking strategy. Valet parking is the best and most convenient way to address the matter. This allows remote storage of cars off-site. Once parked, a hotel guest in this location has access to the University of Arkansas, Dickson Street Entertainment District, Downtown Square, Razorback Greenway, Walton Arts Center, TheatreSquared, and multiple restaurant and shopping opportunities; all within a short walk. Personal mobility devices, such as electronic scooters, can boost the range of the hotel guests. Superb bicycle infrastructure is already in place.

At many times of the day, existing City parking resources are underutilized. The hotel will create parking demand for those off-peak times and will be a significant revenue source for the City's parking resources. Reindl will provide basement level parking in the Building with capacity of a minimum of 32 parking spaces.

City agrees to lease or provide access to city's excess parking spaces to Reindl per current market rates. Reindl is responsible for setting up valet parking services and encouraging the use of valet parking so that hotel guests do not add pressure to existing parking loads in the Dickson Street Entertainment Zone.

Reindl will continue to pursue the purchase or lease of off-site parking for the Building. Prior to executing and as a condition of entering into the land purchase agreement, Reindl will have parking agreements in place that comply with City code sections 172.05 and 156.03C(5) and as are deemed sufficient by City.

7. Loading and Solid Waste:

Reindl will provide areas for loading, recycling, and solid waste receptacles on the west side of the Building. No loading, waste removal, or recycling will be done from West Avenue or any other public street.

8. Sustainability:

A. Sustainability has been a core goal of the Cultural Arts Corridor as demonstrated by the City's efforts at making this project the first SITES Certified project in Arkansas. Reindl proposes a furtherance of this sustainability commitment by constructing a healthy, efficient, and durable building on the Civic Plaza.

B. Indoor air quality is a critical aspect of the design, particularly in light of recent health challenges. Proper indoor finish selection and air filtering are vital to the success of any new building, particularly one that involves hospitality and lodging. Reindl will implement the use of design and sufficient air filtering to promote indoor air quality in the Building.

C. Another important characteristic is an efficient building envelope. Keeping water and air out and creating a good thermal barrier is critical. Reindl commits to an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. Reindl will implement the use of smart energy-management systems to decrease energy use in the Building. Smart systems will be installed to avoid heating and cooling vacant rooms.

D. The most sustainable aspect of a building is to construct and detail for a long life. A building that lasts several hundred years is superior to one that has a design life of a few decades. The simplicity of the proposed Building design as reflected on Exhibits A, B, and C, is rational and straightforward and will be easy to maintain far into the future.

9. Land Purchase:

A. Reindl will purchase land for the Building from City in the approximate location as reflected on Exhibit G. The exact legal description of the land to be conveyed shall be determined by a survey.

B. The purchase price for the land shall be the fair market value for the property as determined by a third-party real estate appraiser to be selected by both parties.

C. Costs of the appraisal, surveys, and closing costs shall be split evenly between Reindl and City and listed on the settlement statement at closing.

D. A real estate contract will be entered into to formalize the real estate transaction once appraisals, surveys, and market studies have been completed. Closing on the property to occur after Reindl obtains a Building Permit from City in accordance with the terms and intent of this Letter of Intent.

E. Reindl shall convey property or grant perpetual easements across real property to City for construction of public walking and biking trails. The consideration for Reindl's property transfer or grant of

perpetual easements to City shall be either (1) the fair market value of the real property transfer or perpetual easements determined by a third-party appraiser to be selected by both parties, which shall be deducted from the Purchase Price at Closing, or (2) City will grant Reindl, at Reindl's request, an easement on City owned property, or (3) the option to purchase City property adjoining the development at a restricted use value.

F. City and Reindl will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. Costs of those improvements and agreement as to which costs will be paid by City and which will be paid by Reindl shall occur prior to entering into the real estate purchase contract and shall be a condition of the real estate contract.

G. Closing on the land purchase transaction will occur within a reasonable time after execution of the real estate contract as agreed between the parties.

10. Infrastructure:

A. Infrastructure costs that will benefit both City and Reindl, such as extending water and sanitary sewer to the Building site, shall be evenly split between Reindl and City. Any infrastructure cost for the sole benefit of the Reindl will be at its own expense.

B. The City will assist Reindl in coordinating burial of overhead power lines and may, at its sole discretion, choose to share a portion of this cost.

C. Reindl will work with electrical, cable, telephone, and gas utilities to provide and extend service to the Building site. City will reasonably cooperate to provide utility easements if necessary.

11. Restrooms, and stage support space:

A. The Building shall contain, at street level, publicly accessible restrooms to serve trail and other public space users (the "City Restrooms"). All City Restrooms must comply with the Americans with Disabilities Act. Access to the City Restrooms shall be from the Frisco Trail.

B. The Building shall also contain at street level a "back of house" space to be used by event organizers.

C. Reindl shall be responsible for the construction of the City Restrooms and storage space, however, City shall have oversight of the design of the City Restrooms and storage space.

D. The City Restrooms and stage storage space shall be a minimum of 1,600 square feet. Public restrooms shall face and be accessible from the Razorback Greenway. Stage support space shall be located proximate to the outdoor stage immediately north of the Building.

E. The costs of construction of the City Restrooms and storage space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical, plumbing, and HVAC equipment and services, and all interior finishes, doors, hardware, and other elements desired by the City shall be paid for by the City. The cost of these items shall be deducted from the Purchase Price at Closing of the real estate transaction.

F. City shall have the exclusive use, control, possession, and right to the City Restrooms and storage space pursuant to a perpetual exclusive easement granted by Reindl, the form of which must be agreed prior to entering into the real estate contract described in paragraph 9.

G. Reindl will provide separate public restrooms for the use of patrons of the Building at its sole expense, in accordance with City's ordinances, rules, and regulations.

12. Adjacent Exterior Features:

NBW, City's landscape design architects, will prepare a landscape design for the north and east sides of the Building and Reindl shall implement and install landscaping on property that is owned by Reindl in accordance with NBW's landscape plan. Use of the exterior spaces shall be coordinated between Reindl and City, anchor institutions adjacent to the land, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the City to represent its interests in creating a lively and attractive park. Use agreements shall be developed to ensure that Building's ground floor uses support the activation of the Civic Plaza. Each party shall be responsible for the maintenance of exterior spaces and landscaping on property it owns.

13. Opportunities for Public Art:

Reindl shall provide locations for public art display at the Building. Public art shall be coordinated between Reindl and local arts organizations, including any groups selected by City to represent its interests in creating opportunities for public art.

14. Public Communication and Outreach Event:

In keeping with the open and transparent Cultural Arts Corridor design process, Reindl shall present the design of the Building to anchor institutions and the general public for additional review and comment. Such presentation shall occur within 4 weeks of acceptance of this Letter of Intent.

15. Development Review Process:

Once financing has been secured for the project, but no later than July 1st 2024, Reindl shall submit the Building plans and specifications to the City of Fayetteville's development review process and Building Permit review. To allow an enhanced level of scrutiny, and to address the unique aspects of this site, this project will be submitted as a Planned Zoning Development (PZD), which will document the specific development strategies and design standards that are shown in this document. The PZD process allows review of the project at the level of planning staff and the Planning Commission. At the final step of the PZD process, the full project will be brought back to City Council for review and approval. At both Planning Commission and City Council, members of the public are allowed and encouraged to ask questions of the developer and to comment upon the proposal.

16. Termination Clause:

If Reindl does not secure a Building Permit for the Building within twelve (12) months of substantial completion of City's Civic Space, then this Letter of Intent and all agreements pertaining to this Letter of Intent shall be null and void.

17. City of Fayetteville Right to Buy Back Land

Should Reindl not commence construction of the Building within sixty (60) days of City issuing a Building Permit or should Reindl not complete construction of the Building within twenty four (24) months of issuance of the Building Permit, then City at its sole discretion shall have the right to buy back the land, and any

improvements made as of that date. The purchase price City will pay Reindl will be the original Purchase Price Reindl paid City, plus the fair market value of the completed improvements as determined by a third-party real estate appraiser, less all amounts paid by City for construction or construction estimates for the City Restrooms and storage space.

CITY OF FAYETTEVILLE

BY: Lionel Jordan 11-1-22

Lioneld Jordon, Mayor, City of Fayetteville Date

Attest:

Kara Pastor 11/01/2022

City Clerk Treasurer Date

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

REINDL PROPERTIES, INC.

By Brian Reindl 29 September 2022

Brian Reindl, President, Reindl Properties, Inc. Date

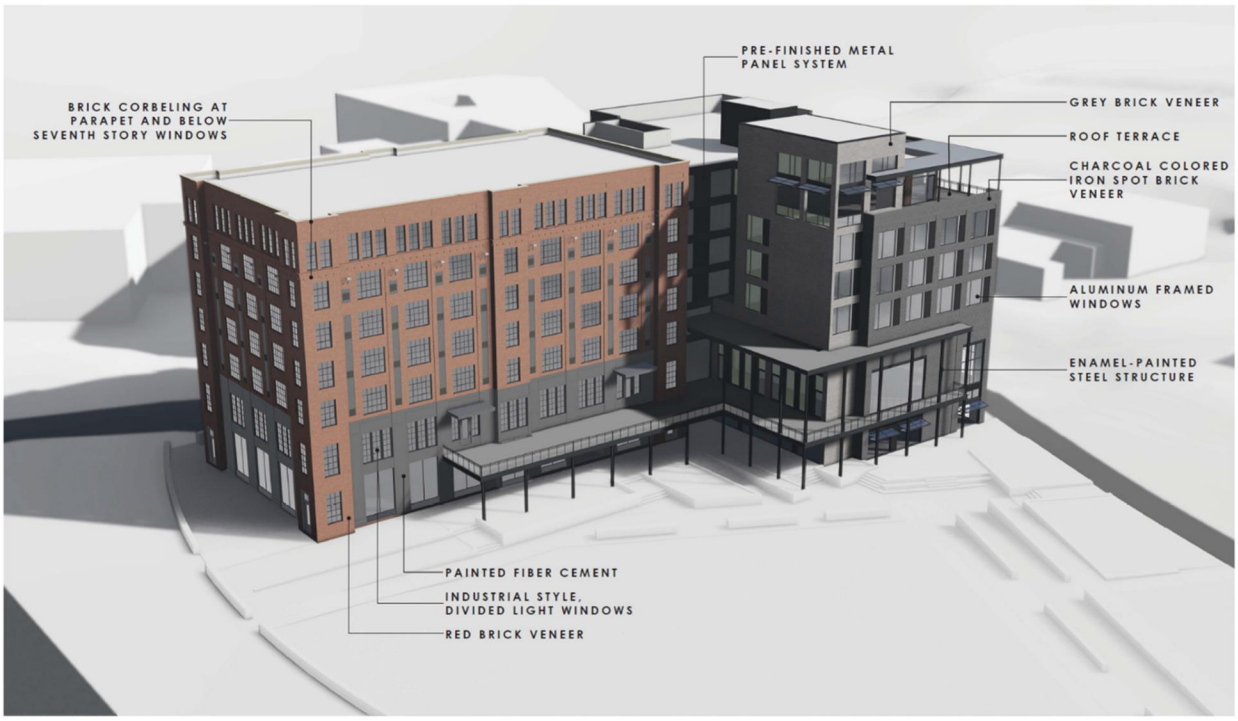
EXHIBIT A: VIEW OF HOTEL FROM WEST AVENUE



EXHIBIT B: VIEW OF HOTEL FROM CIVIC SPACE



EXHIBIT C: EXTERIOR MATERIAL AND DETAIL DIAGRAMS FOR THE HOTEL



VIEW FROM NORTHEAST



VIEW FROM NORTHWEST

EXHIBIT C, continued: EXTERIOR MATERIAL AND DETAIL DIAGRAMS FOR THE HOTEL



VIEW FROM SOUTHEAST



VIEW FROM SOUTHWEST

EXHIBIT D: AERIAL VIEW OF HOTEL FROM THE NORTHEAST

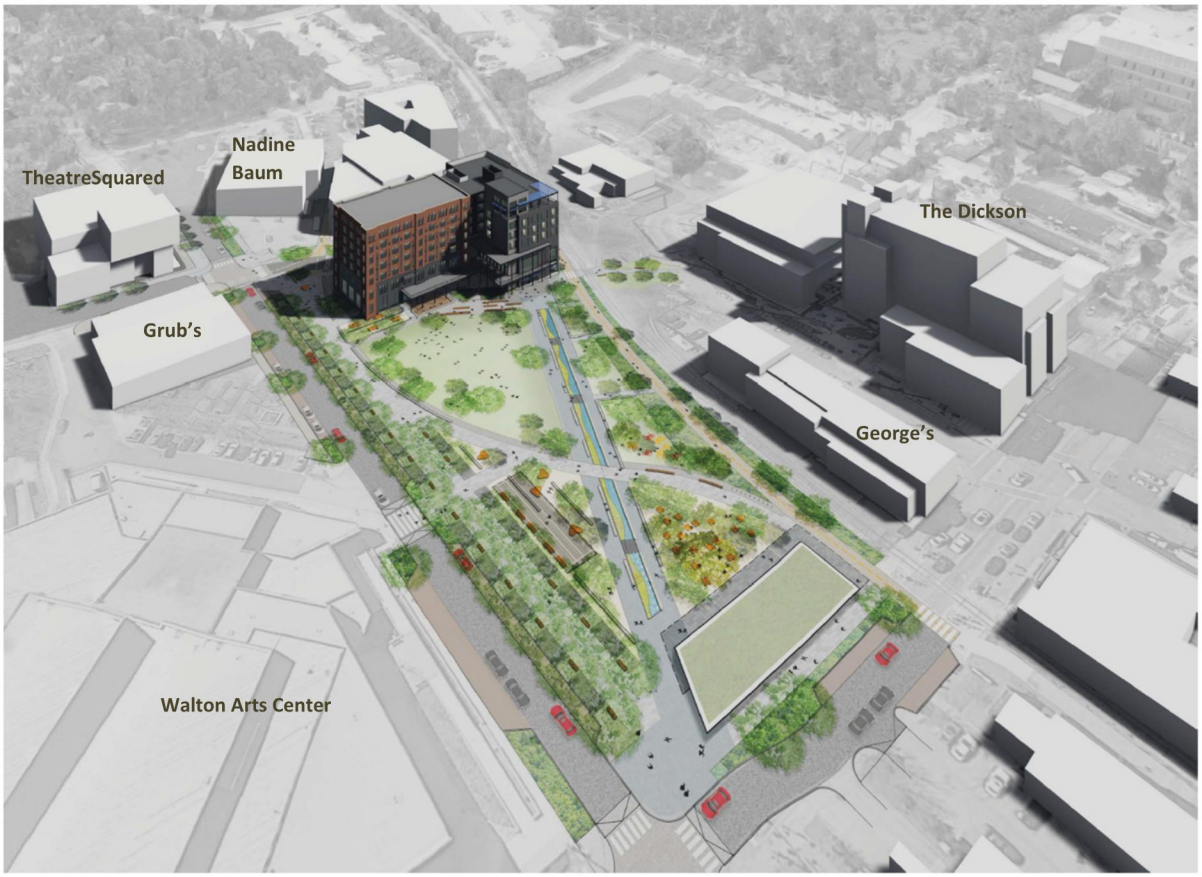


EXHIBIT E: CONCEPTUAL SITE PLAN, PRELIMINARY DESIGN, SHOWING HOTEL AT SOUTH END OF CIVIC SPACE

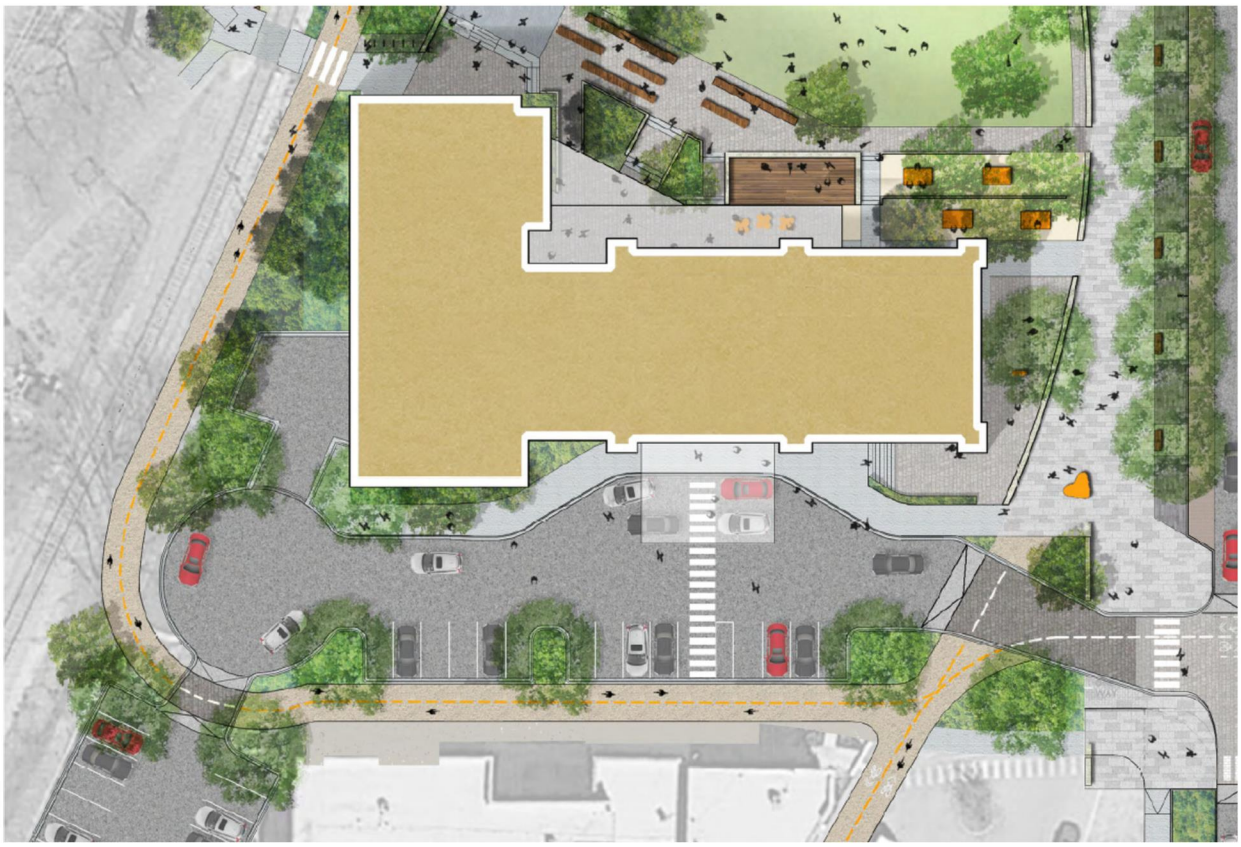
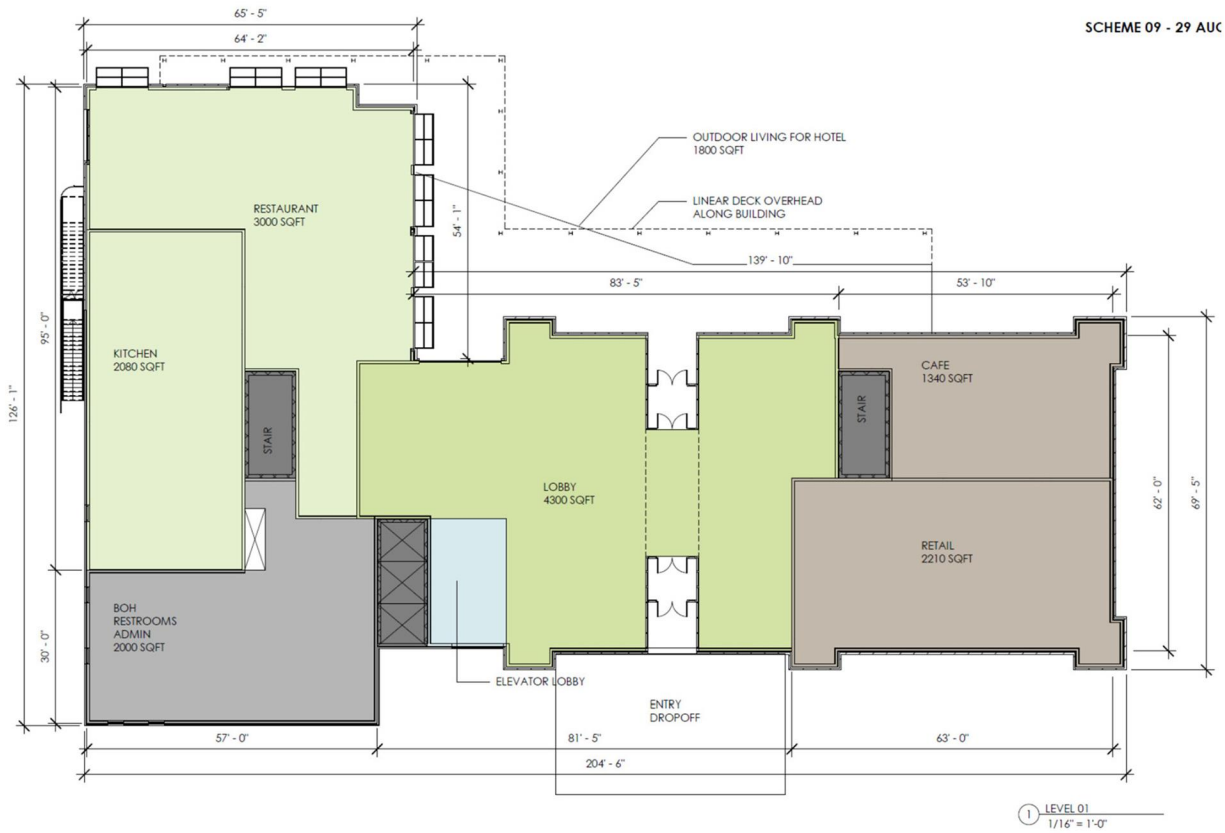


EXHIBIT F: DIAGRAMMATIC PLAN OF GROUND FLOOR SPACES

CIVIC SPACE SIDE

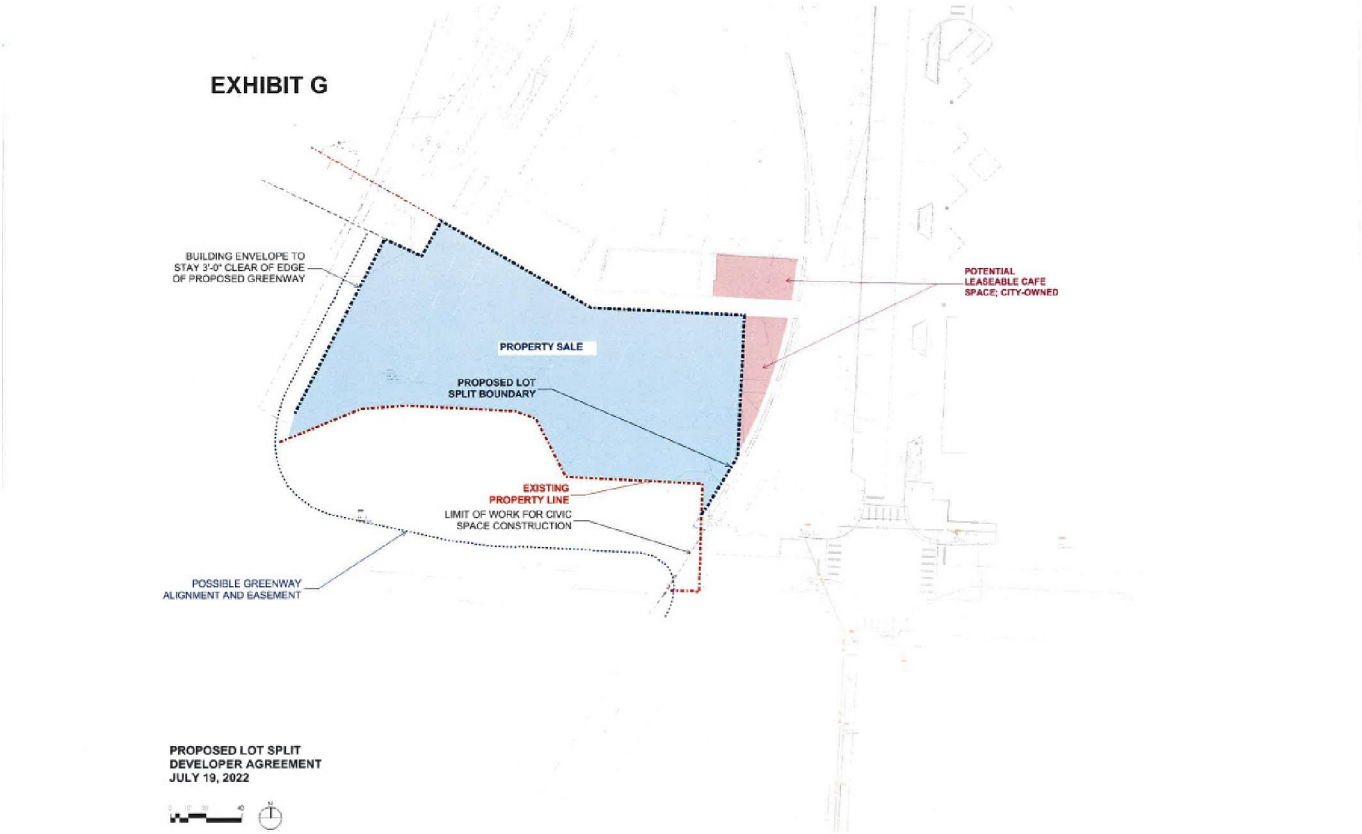
RAILROAD SIDE



WEST AVENUE SIDE

SPRING STREET
SIDE

EXHIBIT G:


EXHIBIT G
BUILDING ENVELOPE TO STAY 3'-0" CLEAR OF EDGE OF PROPOSED GREENWAY
POTENTIAL LEASEABLE CAFE SPACE; CITY-OWNED
PROPERTY SALE
PROPOSED LOT SPLIT BOUNDARY
EXISTING PROPERTY LINE
LIMIT OF WORK FOR CIVIC SPACE CONSTRUCTION
POSSIBLE GREENWAY ALIGNMENT AND EASEMENT
PROPOSED LOT SPLIT
DEVELOPER AGREEMENT
JULY 19, 2022

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 21-02, Public Private Partnership for Cultural Arts Corridor Development

DEADLINE: Tuesday, October 26, 2021 before 2:00 PM, local time

Pre-Proposal Conference: Thursday, September 16, 2021 at 2:00 PM, local time

PURCHASING MANAGER: Jonathan Smith, jonsmith@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Sunday, 08/29/2021 – Second ad, 09/26/21

REQUEST FOR PROPOSAL
RFP 21-02, Public Private Partnership for Cultural Arts Corridor Development

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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

Name of Firm: Reindl Properties, LLC

Contact Person: Brian Reindl Title: President

E-Mail: greaterproductions@gmail.com Phone: 479.283.6816

Business Address: 509 W Spring Street, Suite 310

City: Fayetteville State: Arkanas Zip: 72701

Signature: Brian Reindl Date: 10/26/2021

1. DISCLOSURE INFORMATION

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

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

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

____X_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain):_____

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

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: Reindl Properties, LLC

Primary Contact: Brian Reindl Title of Primary Contact: President

Phone#1 (cell preferred): 479.283.6816 Phone#2: N/A

E-Mail Address: greaterproductions@gmail.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

5. DEBARMENT CERTIFICATION:

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

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Reindl Properties, LLC

PHYSICAL ADDRESS: 509 W Spring Street, Suite 310, Fayetteville, AR 72701

MAILING ADDRESS: 509 W Spring Street, Suite 310, Fayetteville, AR 72701

PRINTED NAME: Brian Reindl

PHONE: 479.283.6816 FAX: N/A

E-MAIL: greaterproductions@gmail.com

SIGNATURE: Brian Reindl

TITLE: President DATE: 10/26/2021

REINDL PROPERTIES

Response to RFP 21-02, Public Private Partnership
for Cultural Arts Corridor Development



WINDSOR AUGHTRY HOTEL GROUP

C.R. CRAWFORD CONSTRUCTION

COURTYARD BUILDING & BLOCK LLC



PROJECT DESCRIPTION:

The design of the Civic Plaza provides a site for a significant mixed-use building on the south side of the park. This building not only helps to frame the park, it also encloses and completes the portion of Spring Street north of the historic Metro Building, a goal that the city identified in the 2008 Downtown Master Plan. A building on such a prominent site must be well crafted and serve as an exemplar of good urban design, sustainability, and durable construction.

A VIBRANT ANCHOR FOR A GREAT PARK:

The proposed building must also serve to activate the new Civic Plaza. Vibrant ground-level businesses that are open to all and are unique, local enterprises would be the ideal. The Razorback Greenway must engage this area in the most intimate and urban manner. The interaction of bicyclists, pedestrians, and merchants is a unique opportunity.

A NEW HOTEL FOR A GROWING DOWNTOWN:

Downtown Fayetteville has not had a new hotel since the 1970s. This site represents an ideal opportunity for such a venture, being adjacent to Walton Arts Center, TheatreSquared, the Dickson Street Entertainment District, and midway between the Square and the University of Arkansas. Reindl Properties, in consultation with their hotel consultant, has designed a 170-room hotel with associated meeting spaces, hospitality spaces, and ballrooms. The scale and materials of the building have been carefully considered to reflect and enhance the existing character of this area, its industrial past, and its aspirations for the future. The south, east, and north facades of the hotel engage the adjacent public spaces. All service areas are located on the southwest corner abutting the railroad tracks. In addition to being a significant work of architecture in its own right, the proposed hotel will provide multiple opportunities for the display of art in its public spaces.

A MODEL OF SUSTAINABILITY AND RESILIENCE:

Green space, enhanced building envelope, and durable materials will be used to preserve natural resources and reduce operating costs. Opportunities to provide clean energy with roof-mounted photovoltaic panels will be explored as a way to increase the resiliency of our local power supply and to increase the efficiency of the building. The design and construction team recently completed the Network Building, the first mixed-use, net-zero energy building in the state of Arkansas. The unique and very recent experience and insight gained on this building will be applied to the new hotel.

LOCAL FLAVOR IS KEY:
Reindl Properties has a two-decade history of providing carefully crafted spaces for local entrepreneurs. At the Metro District Building and along the 100 block of Block Avenue, Reindl has provided addresses for some of Fayetteville's most unique and vibrant local enterprises such as:

- Block Street Records, Wade Ogle
- C4 Nightclub, Jaime Wilson
- Prelude Breakfast Bar, Ben & Jaye Parker
- Ozark Escape Fayetteville, Matt & TJ Ross
- Crown Beauty Bar, Megan Harris
- Rolando's Restaurant, Ernesto & Maria Garcia
- American Shaman Vitamins & Supplements, Ranaga Farbiaz & Loudy Bousman
- The Cork & Keg, Mo Green
- Skye on the Town, Kristi Parrish
- Wander Boutique, Cara Godfrey & Kristen Morgan
- Block St. Nutrition, Candice Mendoza
- Foxtrot Boutique, Allison Crane
- Lola Boutique, Paige Arnold & Lynlee Critz
- Pinpoint Bar, Bo Counts

Together, these local entrepreneurs provide 97 jobs for our community. No other Fayetteville developer can claim to have created spaces for more local downtown businesses than Reindl Properties. Reindl has a unique skill set in this field; such skills are needed to establish local and unique businesses adjacent to our new civic park.



This proposed building location increases the size of the park compared to the footprint proposed by the City of Fayetteville.

No other developer can provide this extremely significant benefit.

In addition to the architectural and urban design qualities, the City of Fayetteville will enjoy significant financial benefits as follows. Over a 10-year period, the proposed building will provide funding for public institutions as follows:

- Fayetteville Public Schools: $4,565,000
- Fayetteville Public Library: $370,000
- Police and Fire $80,000
- City General Fund $230,000
- Roads $88,000
- Total anticipated income to City of Fayetteville and Fayetteville Public Schools: $5,333,000
- Sales Tax and HMR Tax Revenue is projected to be as follows for a 10-year period: $3,460,000

A certain amount of Sales and HMR Tax revenue is simply moving from an existing location to the new location, however, a new, high-quality hotel provides a significant draw for our Advertising and Promotions Commission to use to attract events and tourists. A hotel brings visitors to our Entertainment District and our downtown. Each visitor will spend money in the existing bars, restaurants, and shops in the area. This infusion of new customers will have an immediate and on-going positive impact on existing merchants and the downtown cultural institutions. ***In addition, it is anticipated that the new hotel and its related activities will create 60 to 70 full time jobs.***

STRUCTURE OF PROPOSAL: WORKING TOGETHER TO COMPLETE THE VISION

Reindl Properties will enter into an Interim Agreement with the City of Fayetteville to develop a mixed-use building on the south edge of the Civic Plaza. The building will be partially located on property that is currently owned by the City of Fayetteville; the remainder of the building will be located on property currently owned by Reindl Properties. The Razorback Greenway will be relocated onto property currently owned by Reindl Properties. Street scape improvements along Spring Street will be constructed north of the existing Metro District Building. Public Restrooms (approximately 1,200 sq. ft.) will be provided within the new Mixed-Use Building.

Any property purchased by Reindl Properties will be appraised and purchased at Fair Market Value. Any property granted by Reindl to the City of Fayetteville will be credited toward the purchase price. Cost of the public restrooms will be credited to the purchase price. Ongoing maintenance, janitorial, and supplies for public restrooms will be provided by the City of Fayetteville.

Reindl Properties will provide all market studies, appraisals, construction cost estimates, and revenue projections to demonstrate the feasibility of the project. Reindl Properties and the City of Fayetteville with work together to determine construction easements, utility locations, and timing of construction of the Civic Plaza and the mixed-use building.

THE RIGHT TEAM TURNS THE VISION INTO REALITY:

Reindl Properties has developed a project team that shares their passion for high-quality construction, human-scaled design, craftsmanship, efficiency, and love of community.

Windsor Aughtry of Greenville, South Carolina, will provide consulting and development services for the hotel and hospitality portion of the mixed-use building.

Design work will be provided by **Courtyard Building and Block**, led by architect Robert Sharp, who has deep experience in creating some of the region's most significant, transformative, and well-loved buildings.

Construction services will be provided by **C.R. Crawford Construction**. C.R. Crawford has extensive experience serving as general contractor for hotel and mixed-use building projects.

The design and construction team will assist Reindl Properties in establishing construction cost information to determine the viability of the project.

Development structure and financial methods will be explored by Reindl Properties and Windsor Aughtry. Working with arm's length third-party consultants, they will determine complete operating costs, occupancy rates, and revenue streams. Reindl Properties will explore incentives for hotel construction, such as New Market Tax Credits to enhance the viability of the project. Reindl Properties will share information regarding construction cost, land value appraisals, anticipated income streams, tax incentives, and final building design with representatives of the City of Fayetteville. If the terms are deemed to be beneficial to both parties, then a Comprehensive Agreement for the sale of the land will be executed.

Reindl Properties will also engage with the Walton Arts Center, TheatreSquared, Dickson Street Merchants, and the Fayetteville Advertising and Promotion Commission to make this new hotel a great asset to the City as well as the Downtown Arts Corridor.

PART I
BUSINESS ORGANIZATION



REINDL PROPERTIES

Developer
Brian Reindl
Fayetteville, Arkansas

Brian Reindl first moved to Fayetteville in 1984 to attend the University of Arkansas, graduating in 1987. After college, Reindl moved to Little Rock and started a company called Ink Promotions, Inc. He later sold his part of this company, but the company is still in business and currently employs over 45 people in Central Arkansas. He then moved back to Fayetteville in 1994 to start the company B. Unlimited Enterprises. Although Brian sold B. Unlimited in 2002, it is also still in business and currently employs over 220 people in Northwest Arkansas.



Reindl has been heavily invested in downtown Fayetteville real estate for the last 22 years as a developer and owner. After purchasing the Metro District Building in 1999, Brian completely remodeled the 61,000-square-foot building into what it is today, an anchor in what is now known as the "Entertainment District" and the "Cultural Arts Corridor." Prior to 1999, the Metro District Building was a blight on the downtown landscape. Brian also purchased a building just off the Downtown Square located at 11-23 N. Block in 2012 which he also completely remodeled. Combined, the two buildings house 18 commercial spaces (all leased by local entrepreneurs) and 22 residential units. Other notable real estate projects include two incredibly beautiful three-story mansions directly in front of Gate 1 at Donald W. Reynolds Stadium, and also Hawksbill Subdivision in East Fayetteville which sits on 45 beautiful tree-covered acres.



Brian also produced and wrote the movie "Greater" which was released in August of 2016. During principal photography, Greater Productions, LLC, employed over 165 members of the cast and crew. Brian was able to bring this great story to life and bring both employment opportunities and positivity to the great state of Arkansas. Being a member of the business community as well as a member of the arts, Brian understands what this site can be for the community. He intends to engage with Walton Arts Center to make this new hotel a great asset to the City as well as the Downtown Arts Corridor.



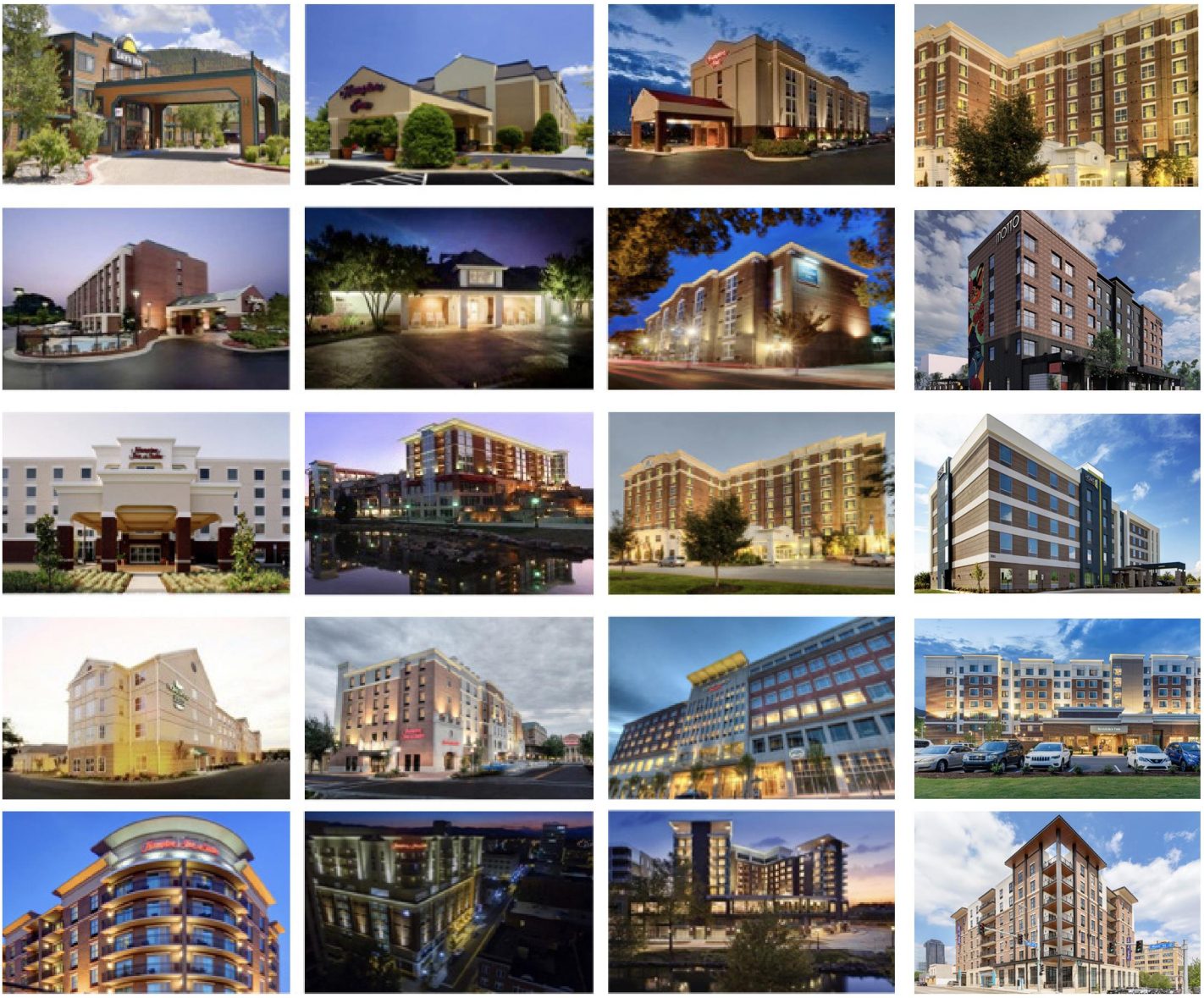


WINDSOR AUGHTRY
HOTEL GROUP

Development Consultant
Paul C. Aughtry, III
Greenville, South Carolina

For over 25 years Windsor Aughtry has carefully built a reputation for excellence through developing and brokering the spaces businesses want. Beginning in 1988 with the merger of Windsor Properties, a prominent residential firm, and The Aughtry Company, a leader in commercial real estate, Windsor Aughtry brings a uniquely comprehensive perspective of what it takes to be successful in real estate. Today, the company leads a commercial real estate developer and brokerage firm in the Southeast.

- Twenty Developments Since 1993
- Suburban Developments
- Urban Infill Projects
- Competitive City RFP'S
- Surface & Structured Parking
- Historic District Preservation
- Financing Utilizing Conventional loans, Tax Exempt Revenue Bonds, New Markets Tax Credits & TIF Districts



C.R. CRAWFORD CONSTRUCTION

General Contractor
Cody Crawford, Jason Keathley, & Scott Stokenbury
Fayetteville, Arkansas

Founded in 2006 in Fayetteville, Arkansas, C.R. Crawford Construction has grown to become one of the largest and most trusted general contracting and construction management companies in the state. The company has served as general contractor for some of Arkansas' largest and most significant construction projects and has a history of successfully completing intricate and complex builds.

Maintaining high standards is at the heart of C.R. Crawford's success. Here are a few standout points that C.R. Crawford clients say put them above their competitors:

- The company's pre-construction services are second to none. There is a tremendous amount of experience, skill, and emphasis in this area.
- It is a financially solvent company with a single job bonding capacity of $350,000,000 and aggregate program of $700,000,000.
- Developing strong partners and repeat clients is a priority. C.R. Crawford is known for staying client focused and has a reputation for quickly responding to client needs.

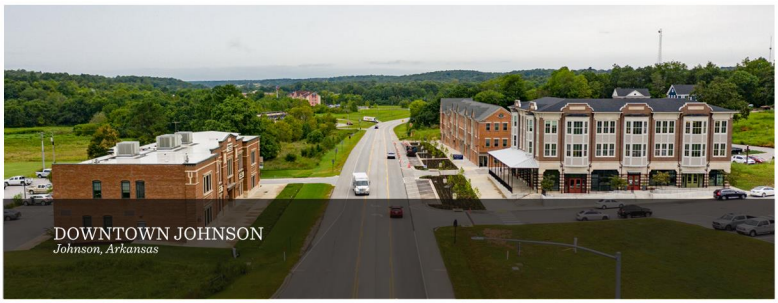


THE MARSHALL
Fayetteville, Arkansas



NETWORK BUILDING
Fayetteville, Arkansas

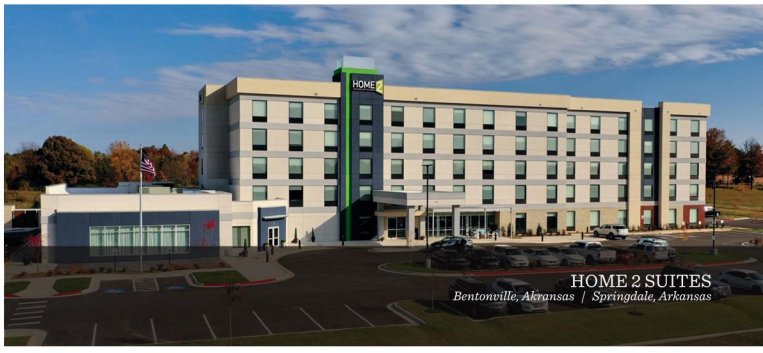

TRUESDALE BUILDING
Johnson, Arkansas


DOWNTOWN JOHNSON
Johnson, Arkansas


PHARM II
Bentonville, Arkansas



COURTYARD BY MARRIOTT
Rogers, Arkansas



HOME 2 SUITES
Bentonville, Arkansas | Springdale, Arkansas

Following is a list of C.R. Crawford Construction's relevant public sector experience.

Project Name	Industry	Construction Type	City	State
Runway 36 Extension Bentonville Municipal Airport	City/Govt./Higher Ed.	Miscellaneous	Bentonville	AR
Bentonville Animal Shelter	City/Govt./Higher Ed.	New Construction	Bentonville	AR
GSA Census	City/Govt./Higher Ed.	Tenant Improvement	Springdale	AR
Social Security Office	City/Govt./Higher Ed.	Tenant Improvement	Fayetteville	AR
Miami SSA Remodel	City/Govt./Higher Ed.	Renovation/Expansion	Miami	OK
State Revenue Office	City/Govt./Higher Ed.	Tenant Improvement	Fayetteville	AR
Kappa Sigma Remodel	City/Govt./Higher Ed.	Renovation/Expansion	Fayetteville	AR
Siloam Springs Fire Station #2	City/Govt./Higher Ed.	New Construction	Siloam Springs	AR
Bella Vista Library Expansion	City/Govt./Higher Ed.	Renovation/Expansion	Bella Vista	AR
City of Bentonville Maintenance Building	City/Govt./Higher Ed.	New Construction	Bentonville	AR
UofA - Central Utility Plant Shop	City/Govt./Higher Ed.	New Construction	Fayetteville	AR
Bentonville Trail head Restrooms	Miscellaneous	New Construction	Bentonville	AR
UAMS Misc Jobs	Miscellaneous	Miscellaneous	Fayetteville	AR
Centerton Road Work	Miscellaneous	Miscellaneous	Centerton	AR
Hwy 59 Improvements	Miscellaneous	Miscellaneous	Decatur	AR
Beaver Water District - Steele Operations Remodel	Miscellaneous	Renovation/Expansion	Lowell	AR
Barling Elem	K-12	Renovation/Expansion	Barling	AR
Nashville Waterline Extension	K-12	Miscellaneous	Nashville	AR
Prairie Grove Schools	K-12	New Construction	Prairie Grove	AR
Nashville High School Addition	K-12	Renovation/Expansion	Nashville	AR
Nashville Jr. High Renovation	K-12	Renovation/Expansion	Nashville	AR
Cookson Hills Christian School - Infastructure	K-12	Miscellaneous	Kansas	OK
Wilbur D. Mills Coop	K-12	New Construction	Beebe	AR
Cookson Hills Dining Hall	K-12	New Construction	Kansas	OK
Midland High School	K-12	New Construction	Pleasant Plains	AR
Midland Elementary School	K-12	New Construction	Pleasant Plains	AR
Cookson Hills Christian Academy Classroom Building Projec	K-12	New Construction	Kansas	OK
Prescott Schools Fire Alarms	K-12	Miscellaneous	Prescott	AR
Nashville HPER	K-12	New Construction	Nashville	AR
Prairie Grove - Gym, Elem Expansion, Concessions	K-12	New Construction	Prairie Grove	AR
Prescott - Asbestos Abatement	K-12	Renovation/Expansion	Prescott	AR
Prescott Cafeteria Multipurpose Building	K-12	New Construction	Prescott	AR
Cedar Crest Childrens Academy	K-12	New Construction	Rogers	AR
Flippin School District Safe Room	K-12	New Construction	Flippin	AR
Prescott Agri Building	K-12	New Construction	Prescott	AR
Pea Ridge Admin & City Hall	K-12	New Construction	Pea Ridge	AR
Melboure School District - Elementary	K-12	New Construction	Melbourne	AR
Flippin Elementary School	K-12	New Construction	Flippin	AR
Ashdown School District	K-12	Renovation/Expansion	Ashdown	AR
Pea Ridge Agri Building	K-12	Renovation/Expansion	Pea Ridge	AR
Louise Durham School Renovation	K-12	New Construction	Mena	AR
Greenland School Renovation	K-12	Renovation/Expansion	Greenland	AR
Flippin School Cafeteria Remodel	K-12	Renovation/Expansion	Flippin	AR
Huntsville School Remodel	K-12	Renovation/Expansion	Huntsville	AR
Mountainburg - Safe Room/PE Building	K-12	New Construction	Mountainburg	AR
Poyen Gym & Classrooms	K-12	New Construction	Poyen	AR
Ashdown Jr High Remodel	K-12	Renovation/Expansion	Ashdown	AR
Ashdown Schools - Elem School Renovation	K-12	Renovation/Expansion	Ashdown	AR
Marvell Gym Remodel	K-12	Renovation/Expansion	Marvell	AR
Elkins Primary School - Remodel	K-12	Renovation/Expansion	Elkins	AR
Ashdown Schools - CD Franks Remodel	K-12	Renovation/Expansion	Ashdown	AR
Cross County - Admin/Vestibule Remodel	K-12	Renovation/Expansion	Cherry Valley	AR
Rogers Middle Schools - Tracks	K-12	New Construction	Rogers	AR
Pea Ridge High School	K-12	New Construction	Pea Ridge	AR
Huntsville Career & Technical Education Building	K-12	New Construction	Huntsville	AR
St. Paul Career & Technical Education Building	K-12	New Construction	St. Paul	AR
Fayetteville - Washington Elementary Playground	K-12	Miscellaneous	Fayetteville	AR
Pea Ridge Intermediate School A/C	K-12	Miscellaneous	Pea Ridge	AR
Huntsville School - Gym A/C	K-12	Renovation/Expansion	Huntsville	AR
Elkins Gym HVAC Upgrades	K-12	Miscellaneous	Elkins	AR
Prescott Elementary	K-12	New Construction	Prescott	AR

In addition to having successfully completed more than 60 public sector projects, C.R. Crawford Construction has the following RECENT (within the past five years) experience that is specifically relevant to this project.

Project Name	Industry	Construction Type	City	State
Home 2 Suites by Hilton (Springdale)	Hospitality	New Construction	Springdale	AR
Marriott Fairfield Inn & Suites (OKC)	Hospitality	New Construction	Oklahoma City	OK
Marriott Fairfield Inn & Suites (Catoosa)	Hospitality	New Construction	Catoosa	OK
Courtyard by Marriott	Hospitality	New Construction	Rogers	AR
Home2 Suites by Hilton (Bentonville)	Hospitality	New Construction	Bentonville	AR
Champions Club	Multifamily	New Construction	Fayetteville	AR
North Cedar Townhomes	Multifamily	New Construction	Fayetteville	AR
Depot 16 Apartments (Building Only)	Multifamily	New Construction	Bentonville	AR
Pharm II	Multifamily	New Construction	Bentonville	AR
Village Flats	Multifamily	New Construction	Bentonville	AR
Johnston Square Liner Building	Multifamily	New Construction	Johnson	AR
Little Emma Apartments	Multifamily	New Construction	Springdale	AR
The Marshall	Multifamily	New Construction	Fayetteville	AR
Network Living	Multifamily	New Construction	Fayetteville	AR
City U	Multifamily	New Construction	Bentonville	AR
Johnson RMP	Office	New Construction	Johnson	AR
Drake Farms (Pendergraft Office)	Office	New Construction	Fayetteville	AR





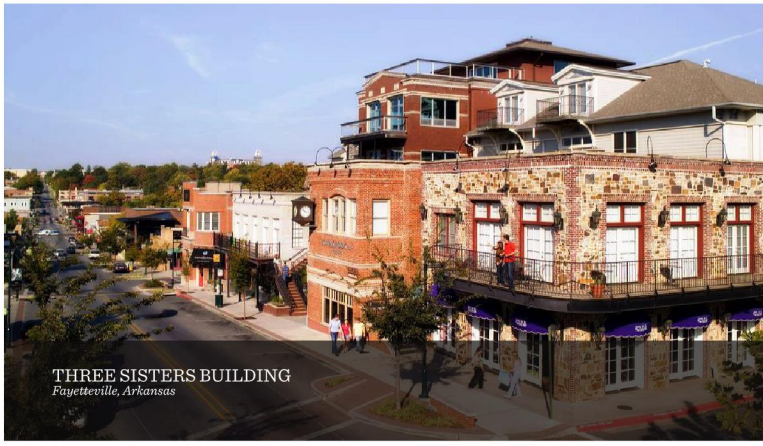
Architect
Robert Sharp
Fayetteville, Arkansas

Courtyard Building and Block, LLC, was founded in 2014 to serve the needs of municipalities, real estate developers, and land planners. The firm was founded by Robert Sharp and is located in Fayetteville, Arkansas. The design ethic of Courtyard Building and Block is deeply rooted in the history, patterns, and construction methods of the region. Over the years, we have developed expertise in designing mixed-use buildings and have deep experience in adaptive re-use and historic restoration. Courtyard Building and Block also specializes in designing two- and three-story courtyard apartment buildings for Traditional Neighborhood Developments (TND) and infill locations. In addition to deep experience with multifamily housing and courtyard apartment buildings, the firm has extensive experience in designing single-family housing at every scale, including cottages, townhouses, and large estates.

Founder Robert Sharp is active in the community and served on the Fayetteville Planning Commission and on the board of Partners for Better Housing, a local non-profit that is dedicated to providing efficient and dignified housing in Fayetteville's Walker Park Neighborhood. He is also active in the Congress for New Urbanism (CNU) and is a member of the Urban Guild.

THREE SISTERS BUILDING
Fayetteville, Arkansas

This collection of buildings is organized as a series of distinct facades along three faces of a single city block. This project includes 62,000 sq ft overall. Ground floor is retail and entertainment uses with office spaces above. Upper floors contain residential apartments and are stepped back from the street edge to maintain the scale of the existing context. Simple masonry forms are enhanced with traditional ornamental devices such as pressed metal, cut stone, and cast iron. The complex conceals a two story parking structure in the middle of the block. When views from a distance, the silhouette of the various elements creates a distinctive landmark.


THREE SISTERS BUILDING
Fayetteville, Arkansas

MILL DISTRICT
Fayetteville, Arkansas

This significant relic of the region's agricultural infrastructure is located at the corner of two busy commercial streets at the extreme southern edge of the downtown. The immediate surroundings are low rise industrial and commercial structures. The original building was stripped down to the steel frame and new floors inserted within the existing volume. The simple geometric form of the building was clad with galvanized metal, fiber cement board, painted concrete block, and steel windows. The building is home to retail, office, and restaurant space. In addition, the upper two floors contain six two-story residential loft apartments.

A major emphasis of the project is to provide urban amenities to conceptually extend the walkable pattern of the downtown area while still taking advantage of the visibility and automotive access that the site enjoys. A multi-use trail was created along the western edge of the site to link this project to Fayetteville's extensive trail system. The Mill District has served as a catalyst for positive growth in this transitional neighborhood.



MILL DISTRICT
Fayetteville, Arkansas

RMP BUILDING
Johnson, Arkansas

Johnson Square is a new walkable, compact, mixed use neighborhood. At the heart of this neighborhood is the RMP Building, a three story masonry building that contains law offices on the upper two floors. Streetside spaces are Pizzeria Ruby and the Hail Fellow Well Met Market. The combination of Class A office space and vibrant ground level tenants is a model for downtown development. The building exterior is brick with large operable windows, decorative cornices and bay windows, and exterior decorative iron. Overall project area is 21,000 square feet.



TRUESDALE BUILDING
Johnson, Arkansas

The Truesdale Building is a mixed use building in Johnson Square that includes 25 residential apartments and ground floor retail of office space. The building defines the street edge of Johnson Mill Boulervard. In addition to the three story façade, street trees, wide sidewalks, and on-street parking provide a protected pedestrian realm. Brick, operable windows, pitched roofs, and decorative trim are used to create a varied composition.



NETWORK BUILDING
Fayetteville, Arkansas

This mixed use building is the first in the state of Arkansas to be net zero energy-the building will create as much power as it uses. The building enveloped was enhanced to save energy and photovoltaic panels provide power into the local electrical grid. The building is of durable brick construction and contains 28 apartments and 4,000 sq ft of office space. The Network building is located across the street form the Fayetteville Public Library.





THE DICKSON BUILDING
Fayetteville, Arkansas

The design of the building is heavily influenced by the extreme conditions of the site. The north facade of the building takes its place among the low rise masonry buildings that line a typical urban street edge. The south and east edges of the site face a railroad track and an electrical substation. The west façade of the project addresses the University of Arkansas in the distance. The programmatic elements of the building are organized to address these various conditions in a logical manner: the parking structure abuts the electrical substation and is concealed by a two story liner building. The street façade is composed to emphasize the primary pedestrian entry and the street level retail. A courtyard is carved out of the building within the middle of the block to create an oasis at the heart of the building. The massiveness of the exterior walls of the lower floors gives way to lighter structural members and expansive windows as the building rises to allow distant views of the mountains and the university from the upper floors. Overall project includes 110,000 square feet of retail, restaurant, office and residential area.

METRO DISTRICT BUILDING
Fayetteville, Arkansas



This complex began life as a food processing plant and served for decades as a storage and light manufacturing facility. The building had suffered from deferred maintenance and a series of opportunistic additions. The design solution was to create a series of identifiable entrances along a continuous sidewalk. A new multi-use trail was created along the east side of the building in cooperation with the City of Fayetteville. The large footprint of the building made it difficult to divide the building incrementally into usable spaces, so common areas were added at each level to create a coherent entry sequence for a variety of occupants. The building contains office space, salons, restaurant, and entertainment uses. Overall project area is 46,000 square feet and includes retail, entertainment, office, and residential uses. This property was developed and built by Reindl Properties.

METRO DISTRICT LOFTS
Fayetteville, Arkansas



This building is organized as three stories of stacked flats arranged around a shared courtyard. The property has limited street frontage, which led to the idea of the individual apartments having their front doors facing onto the shared courtyard. Entry to this courtyard is through a substantial two story arched opening.

The exterior of the building is masonry construction as befits its urban site. Corbelling, cast stone details, and deeply set windows contribute to the feeling of mass and durability. Decorative wrought iron balconies and rooftop cupolas provide a counterpoint to the solidity of the exterior walls. The project consists of thirty residential apartments and was developed by Reindl Properties.

PART II
CONCEPT AND SOLUTION



PROJECT VISION AND GOALS:

Urban Design and Scale:
The hotel is designed to provide a strong visual anchor at the south end of the Civic Plaza. Urban parks benefit from a strong sense of enclosure. The west portion of the hotel building is designed to terminate the canal feature of the Civic Plaza, creating a destination for those strolling along the canal. The existing pedestrian train track crossing occurs at that intersection of building and canal.

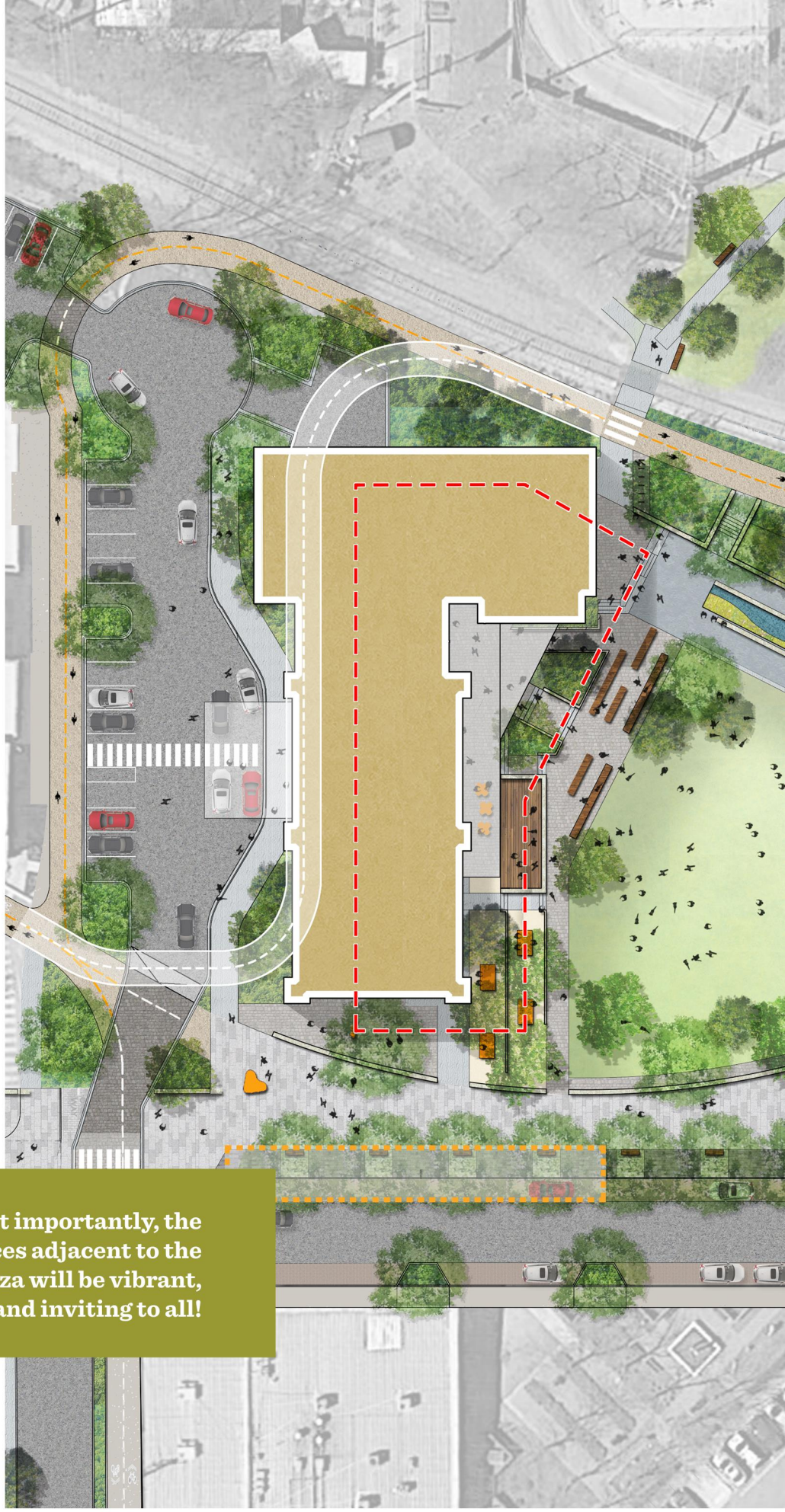
Respect for the work to date of Nelson Byrd Wolz (NBW):
The proposed hotel was designed to respond to the outstanding Civic Plaza designed by NBW. The building form, location, and articulation are direct responses to their design work to date. In addition, we look forward to working with NBW to fine tune the landscape design adjacent to the hotel.

Loading, Access, and Fire Protection:
A critical element of this design is that all loading areas are located on the southwest portion of the site, against the existing railroad track. The current design by Nelson Byrd Wolz envisions a continuous tree shaded walk along the entire West Avenue frontage. It would be tragic to interrupt this feature with loading and trash collection. Also of utmost importance is the location of Aerial Fire Apparatus area, which we are proposing to be is south of the new hotel building. This is an extremely important safety feature that would be very difficult to provide using the footprint shown in the City of Fayetteville RFP document.

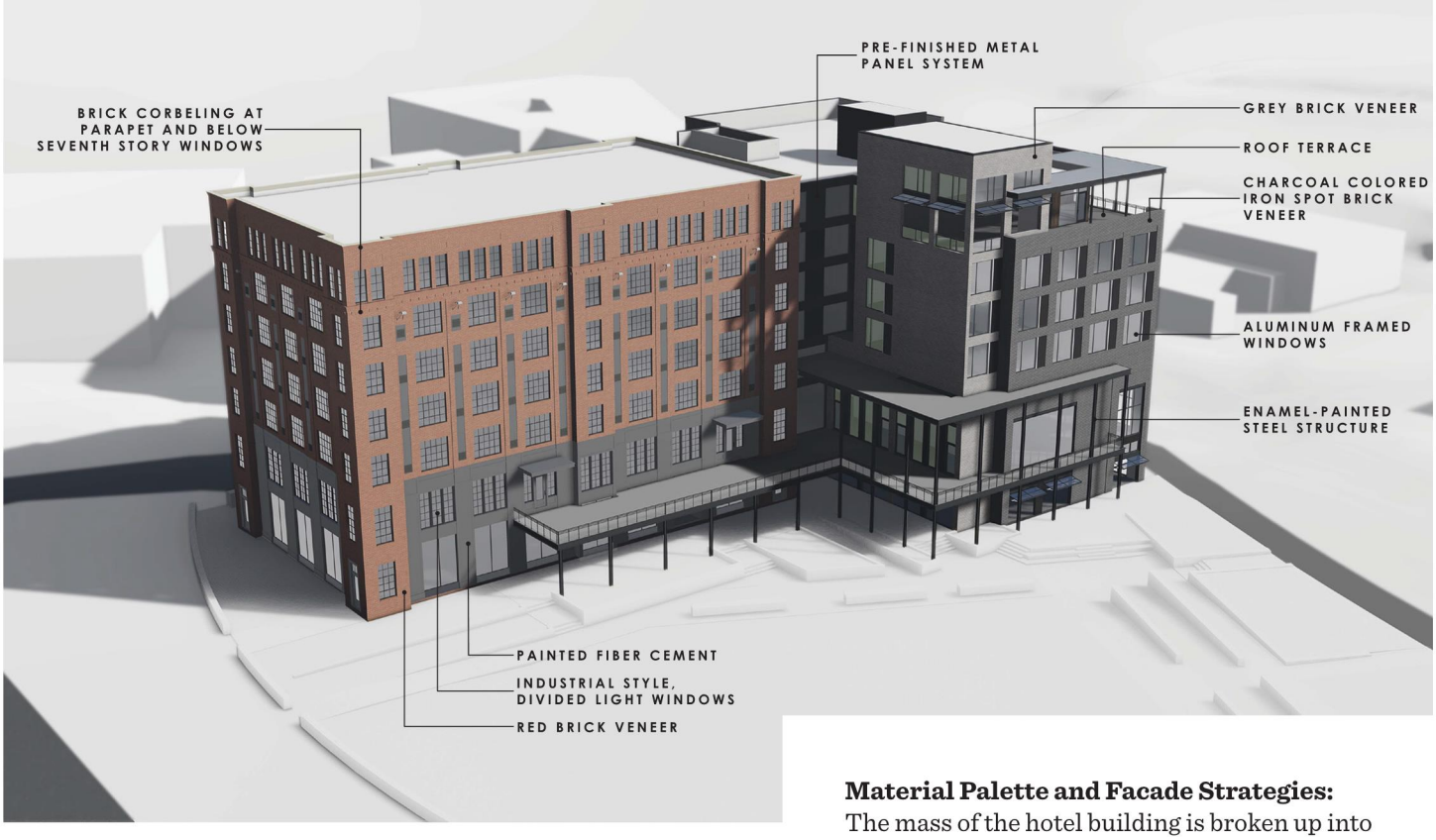


A Better Bike Trail:
Another significant advantage of the proposed site plan is that the multi-use trail can be located adjacent to the existing shops, restaurants, and bars at the historic Metro District Building. This is a unique opportunity to have a multi-use trail in a very urban environment. The trail would be located north of the existing terraces and sidewalks. Head-in parking provides a layer of protection on the north side of the trail.

Smart Parking Strategies:
All downtown parking assets must be considered in terms of managing resources properly and encouraging multi-modal transportation choices. The current inventory of approximately 9,000 parking stalls downtown has a utilization rate of 50% during the week and 40% at the weekends. Entertainment District parking is at least 90% utilized during special events, but the overall parking supply seems adequate for years to come, particularly as walking, biking, e-bikes, e-scooters, and mixed-use development trends expand. We anticipate creating a valet parking system that will allow us to tap into the underutilized parking the downtown area. Working with the City of Fayetteville, we will pursue off-peak agreements with local churches, banks, and Washington County.



Most importantly, the spaces adjacent to the Civic Plaza will be vibrant, open, and inviting to all!



VIEW FROM NORTHEAST



VIEW FROM SOUTHWEST

Material Palette and Facade Strategies:
The mass of the hotel building is broken up into two portions: An eastern wing that is inspired by the industrial masonry heritage of the area and a western wing that participates in the aesthetic exemplified by TheatreSquared, Walton Arts Center, and The Dickson Building.

Brick corbels, pilasters, and divided-light, loft-style windows are used on the east wing to create a sense of craft, weight, and hierarchy. The west wing features charcoal iron spot brick (similar to the brick used at the recent addition to the Fayetteville Public Library), enameled steel, steel bar grate, pre-finished metal panels and trellis systems. Glazing at the west wing is aluminum framed windows.



VIEW FROM NORTHWEST

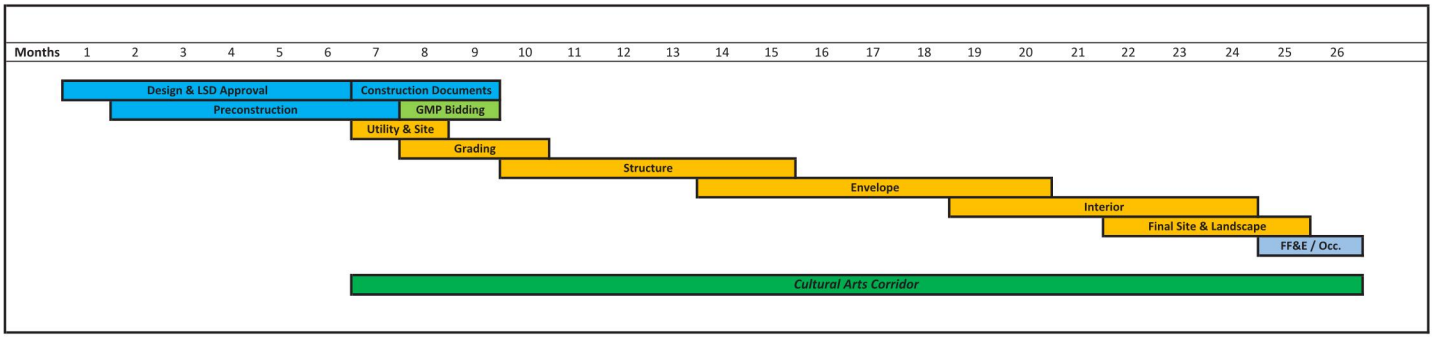


VIEW FROM SOUTHEAST

PART III
PROGRAM

Our team has analyzed the likely structure and material components proposed for the hotel. To maximize efficiency, our team will procure the long lead materials and grading permit ahead of the final design in order to maintain a predicable work flow and earlier project completion. Our entire team has successfully completed projects using this scheduling method adjacent to the arts corridor, including projects with the city of Fayetteville.

INITIAL PROJECT SCHEDULE





PROJECT APPROACH

PRE-CONSTRUCTION PHASE

The pre-construction phase is the period when the owner and construction manager have the most opportunity to identify and mitigate any potential risk. Our pre-construction team and processes have proven themselves over and over again. Trent Rogers will lead the pre-construction phase and team on this project.

1. **ESTIMATING PROCESS AND PRELIMINARY BUDGET:**
   We will use our proprietary in-house estimating models (such as Lumion and PlanSwift), historical information, and real-time conversations from the supplier/subcontracting community to develop initial cost estimates. This is an early indication if the project will fall within budget.

2. **BUILDING INFORMATION MODELING**
   C.R. Crawford generally produces a BIM model utilizing Revit and Navisworks with our in-house model integrator to help support estimating decisions, planning and coordination. While in the pre-construction phase, the model will be used to visualize areas of the design needing resolution or clarification.

3. **VALUE ANALYSIS:**
   Our value management efforts focus on a facility's function and performance. Any ideas and opportunities to avoid costs, while also generating the most value for your project, will be examined and communicated with you and the architect. Our approach is to always strive to maintain the original program area of a project and look for opportunities to save costs in ways that will not be noticeable to end-users of a facility. We will present a detailed list of value-generating and cost-reducing options for your review so that you can make the best decision as to which of those ideas and opportunities can be incorporated into the plans and specifications.

4. **SCHEDULING:**
   The project's schedule is the backbone of a successful outcome. Our VPs will be heavily involved in creating every schedule and have extensive experience in knowing what is realistic. Each task and trade is given a timeline, then they are pieced together sequentially for what makes the most sense for site logistics. C.R. Crawford is very aggressive when it comes to organizing a project construction schedule, as we do not believe in wasting time or charging excess overhead costs to a job. Depending on the complexity of a project, we use either Microsoft Project or Primavera to format our schedules. Each week the Project Superintendent and the Project Manager will create a three week "look ahead" schedule. This is communicated to the subcontractors so they are prepared and ready for the scheduled task and can prepare to be most efficient. We do not miss schedules or we would not have repeat clients, such as Walmart, Tyson Foods, and Academy Sports + Outdoors, as they have very hard deadlines that are driven by specific dates of training and opening that greatly affect their annual revenue.

5. **CONSTRUCTABILITY REVIEW:**
   At C.R. Crawford, our approach to constructability reviews is a structured process to ensure the construction documents are coordinated, the documents make clear the requirements of the project, and any potential impacts to the project because of document errors are identified and corrected.

6. **BID PACKAGE DEVELOPMENT:**
As design activities conclude, the subcontractor bid packages are finalized and, to the fullest extent possible, organized in a manner that will result in highly competitive bidding by the greatest number of bidders available in the marketplace. Unlike some other construction management companies, C.R. Crawford still frequently participates in and wins lump-sum bid projects so that our bidding processes will remain competitive. When deployed in a construction management project, our processes have been proven to result in lower, but still responsible, bids for our clients.

7. **IDENTIFY/ORDER LONG LEAD-TIME MATERIALS:**
As soon as C.R. Crawford has a signed contract, the estimator and project manager will work together to identify long lead-time items. Getting a list of the owner provided items to establish a release/delivery date is crucial for coordinating an overall schedule and sequencing of trades.





"John Teeter and Trent Rogers make a distinctly professional and thorough team across project management and pre-construction estimating services. Their ability to digest very complex projects and communicate openly and clearly with actionable budgets and information is critical for building successful projects."

—Chris Baribeau, AIA, principal, Modus Studio, Fayetteville, Arkansas

8. **DESIGN REVIEW & SUPPORT:**
C.R. Crawford will assist in as much design review and work with any suggested third-party reviewers as much as needed to get the best construction documents and game plan for executing the owner and design team's desires. We believe our role in the project is to help facilitate communication that will reduce errors and omissions, while managing the construction process from start to finish. Getting consultants and experts in their respective areas involved early leads to a more efficient project and potentially lower construction costs.

PROCUREMENT PHASE

1. **DEVELOPING SUBCONTRACTOR INTEREST:**
One method to generate the highest possible level of subcontractor participation and the lowest responsible cost is to conduct a subcontractor summit. We will proactively reach out to subcontractor companies in the area to be sure they are aware of the project and then host a half-day or one-day event to review the project, discuss key details of the project, and clearly communicate expectations for performance and quality.

2. **CONDUCTING PRE-BID/PRE-PROPOSAL MEETINGS:**
One scenario that we have found to be very productive is hosting a virtual pre-bid meeting. Our pre-construction team records a video of them talking through and visually showing subcontractors how to navigate the construction documents, reiterating that all of the documents are tied together and they need to review it as an entire package and not just a few pages specific to their trade. This video is made part of the invitation-to-bid package. A pre-bid meeting will also be held and there is a platform for asking questions about the bid process and bid package.

3. **PRE-QUALIFYING SUBCONTRACTORS & SUBCONTRACTORS:**
Our invitation to bid will set specific criteria right out of the gate, to ensure the subcontractor knows the minimum requirements needed to participate in the project. Once bid proposals are received, our pre-construction team will discuss with the subcontractor/supplier, to ensure that the proposer understands the scope of work that would be required of them and has the capacity to meet our schedule. In Northwest Arkansas, this process will be very easy, as we will know the subcontractors/suppliers and their abilities or shortcomings.

4. **RECEIVING & QUALIFYING BIDS/PROPOSALS:**
   On bid day, we will eagerly receive the subcontractor bids and verify the bids meet all requirements and include the complete scope of the bid package. We will compile the lowest responsible bids to verify the total construction cost is at or below our most recent cost estimate. Once the total construction cost is established, we will present the Guaranteed Maximum Price (GMP) to you for your review and approval. At this point, we will be prepared to begin site activities.

5. **ENTERING INTO CONTRACTS:**
   Regarding subcontracts and supplier purchase orders, we have a very clear and specific document we use and have found it to be very successful at clearly defining the scope of work for that trade/bid package. The agreements are fully executed prior to anyone from that company beginning their work on the project. This helps with defining payment terms and requirements for closeout, so there is no room for miscommunication.

CONSTRUCTION PHASE

1. **QUALITY ASSURANCE ON TIME & IN BUDGET:**
   Our quality management process begins early in the design phase when we review the materials and methods required to complete the project and verify that what is designed can be built with the highest possible quality. Cost and quality management continues throughout the remainder of the design process and then becomes a part of our site management activities.

2. **SCHEDULE MANAGEMENT:**
   Based on the complexity of a project, our project management team uses either Microsoft Project or Primavera to create and manage a project schedule. C.R. Crawford is known for our ability to develop an aggressive schedule and then meet or exceed that schedule. As with most advanced construction companies, we use "look ahead" and other schedule management techniques to verify we are staying on track and prepare for activities three to six weeks in advance.

3. **COST CONTROL:**
   C.R. Crawford's approach to cost control is a follow-up process from the pre-construction, scope definition, and bid packaging procedures. We approach cost control with a "discipline to detail" mentality, thus assuring that our clients are continuously informed of the process, have the appropriate documentation structure and are assured that we have completed a rigorous vetting of any and all potential risks.

4. **JOB SITE COORDINATION:**
   Our Project Superintendent is on-site all day and is responsible for ensuring site activities proceed as scheduled. We use the project schedule and Procore project management software to most effectively and efficiently coordinate site activities and maintain accurate project records.

5. **CHANGE ORDER MANAGEMENT:**
   If a change order is requested by the owner or architect, we will evaluate the cost of the change order and the impact the change order will have on the construction schedule. We will present our recommendation to you and in no instance will we proceed without written approval from the owner.

COMMISSIONING & START-UP SERVICES

Our Project Team has worked with third party commissioning agents, in addition to having someone from the design team or our Project Team lead the commissioning and start-up efforts in a new commercial building. We understand the importance in delivering and training the owner so they maximize the building's safety and efficiencies, as well as reduce operation costs, and have a maintenance and documented plan for the future. A building envelope review is a great step to take during this stage and lets the owner work hand-in-hand with all subcontractor leads/start-up representatives, as this can pay huge dividends when preventing water leaks and wasted energy use.

PROJECT CLOSEOUT SERVICES

What began during pre-construction will continue as construction comes to a conclusion. Our process includes continual verification that all work is done according to the plans and specifications. Any nonconforming work is addressed with the appropriate subcontractor before the subcontractor demobilizes from the job site.

1. **AS-BUILT DOCUMENTATION:**
   Our Project Team will immediately begin updating our project management software (Procore) with any updated or "red-lined" drawings. As a result, upon completion of the construction project, there will be a readily available as-built drawing set. The design team and owner will have access to this web-based software and mobile app at all times. These as-built drawings will also be included in an electronic closeout package sent to the owner.

2. **MAINTENANCE & OPERATION MANUALS COMPLETE:**
   Maintenance and Operation Manuals will be organized and filed into our electronic closeout package, in addition to any hard copies we may receive with the equipment. These manuals will be referenced and identified during the commissioning and start-up process as well.

3. **WARRANTY & GUARANTEES PROVIDED:**
   C.R. Crawford will provide a minimum of a one-year warranty. However, we look to build long-term relationships and want to always make sure we are helping our clients with any issue where we can help. All subcontractor waivers and warranties and manufacturer/equipment warranties will be provided and organized in the closeout package.

4. **CLIENT'S PERSONNEL TRAINED IN MAINTENANCE & OPERATION OF FACILITIES:**
   We understand the importance of training the maintenance and operation personnel on the building systems for safety reasons and this can help reduce future costs. There will be organized training sessions, when appropriate, for personnel to come on-site for training.

PART IV
ACCOUNT TEAM PERSONNEL

See resumes at the end of this document.

PART V
CORPORATE EXPERIENCE

Refer to Part I

PART VI
AUTHORIZED NEGOTIATOR

Brian Reindl is authorized to negotiate contract terms and render binding decisions on contract matters.

Brian Reindl
Owner, Reindl Properties
509 W. Spring Street, Ste. 310
Fayetteville, AR 72701
479-283-6816

PART VII
COST PROPOSAL/FINANCING PLAN

The design and construction team will assist Reindl Properties in establishing construction cost information to determine the viability of the project.

Development structure and financial methods will be explored by Reindl Properties and Windsor Aughtry. Working with arm's length third-party consultants, they will determine complete operating costs, occupancy rates, and revenue streams. Reindl Properties will explore incentives for hotel construction, such as New Market Tax Credits to enhance the viability of the project. Reindl Properties will share information regarding construction cost, land value appraisals, anticipated income streams, tax incentives, and final building design with representatives of the City of Fayetteville. If the terms are deemed to be beneficially to both parties, then a Comprehensive Agreement for the sale of the land will be executed.

Reindl Properties will also engage with the Walton Arts Center, TheatreSquared, Dickson Street Merchants, and the Fayetteville Advertising and Promotion Commission to make this new hotel a great asset to the City as well as the Downtown Arts Corridor.

SUMMARY

Reindl Properties has assembled a uniquely qualified team for the innovative development project envisioned by the City of Fayetteville. We have formatted this summary to be consistent with your Selection Criteria as follows:

1. Qualifications in Relation to Specific Project to be Performed. We have a proven 22-year track record of developing high quality buildings in Downtown Fayetteville. Our design and construction team have similar experience working on significant buildings located on constrained and challenging sites. Windsor Aughtry has developed multiple hotels in downtown locations across the country.

2. Experience, Competence, and Capacity for Performance. Brian Reindl will be the primary point of contact for the City of Fayetteville. You will be dealing with the primary decision maker at all times. At any time, Brian can call upon his consultants at C.R. Crawford, Windsor Aughtry, or Courtyard Building and Block to have questions answered and matters resolved. Financial wherewithal and experience will be demonstrated at each project milestone so that the City of Fayetteville will have a complete financial and aesthetic vision of the development.

3. Proposed Method of Doing Work. Collaboration is the key to developing successful projects that have multiple stakeholders. In addition to working directly with representatives of the City of Fayetteville, Brian Reindl will also engage with Walton Arts Center, TheatreSquared, Dickson Street Merchants, Nelson NBW, and the Fayetteville Advertising and Promotion Commission to make this new hotel a great asset to the City as well as the Downtown Arts Corridor. Reindl Properties will develop a project schedule for due diligence, design and cost estimating, permitting, and construction. Project schedules will be established that synchronize the completion dates of the hotel and the Civic Plaza. Construction easements and other logistical matters will be taken into consideration. Also, it is important to note that Reindl Properties is located at 520 W. School Street. This project will have our complete attention, every day.

4. Past Performance. Reindl Properties has developed multiple high-quality projects in the Fayetteville area. Projects such as the Metro District, Block Avenue, Hill Avenue Townhouses, and Metro District Lofts demonstrate our track record. Reindl Properties has excellent relationships with local suppliers and knows how to get the best work from our local craftsmen. Reindl Properties builds for the long term. In addition to their development expertise, they are skilled in managing properties and keeping tenants happy.

5. Cost and Fees. Reindl Properties is committed to fair dealing for all parties. Any transactions between Reindl Properties and the City of Fayetteville will be based upon third party arms-length appraisals. Financial analyses will be open book and based upon well documented sources regarding construction cost, anticipated revenue, and financing criteria.

CLOSING STATEMENT

"I have been in love with Fayetteville since that first drive through town back in 1984. I've always known it was a unique place with an incredible university, a great climate, a vibrant economy, and a diverse group of 'funky' people. Simply put, these are the reasons I decided to move back in 1994, start a business, and raise a family. I can truly say that there is nowhere else that I'd rather call home.

It's natural to want what's best for what you love, and I think this hotel is what's best for an already great and exciting Downtown. Not only will it add jobs and tax revenues, but it will also activate the park with a restaurant, coffee shop, and rooftop bar. I see it as not just a building, but an amenity for our visitors and citizens. It will be an extension of the park, and open to all. I'd love the opportunity to bring this amazing Downtown hotel to a place that we ALL call home."

—Brian Reindl, owner
Reindl Properties, Inc.

RESUMES

Brian Reindl
Developer



Brian Reindl first moved to Fayetteville in 1984 to attend the University of Arkansas, graduating in 1987. After college, Reindl moved to Little Rock and started a company called Ink Promotions, Inc. He later sold his part of this company, but the company is still in business and currently employs over 45 people in central Arkansas. He then moved back to Fayetteville in 1994 to start the company B. Unlimited Enterprises. Although Brian sold B. Unlimited in 2002, it is also still in business and currently employs over 220 people in Northwest Arkansas.

Reindl has been heavily invested in downtown Fayetteville real estate for the last 22 years as a developer and owner. After purchasing the Metro District building in 1999, Brian completely remodeled the 61,000 square foot building into what it is today, an anchor in what is now known as the "Entertainment District" and the "Cultural Arts Corridor". Prior to 1999, the Metro District Building was a blight on the downtown landscape. Brian also purchased a building just off the downtown square located at 11-23 N Block in 2012 which he also completely remodeled. Combined, the two buildings house 18 commercial spaces (all leased by local entrepreneurs) and 22 residential units. Other notable real estate projects include two incredibly beautiful 3-story mansions directly in front of Gate 1 at Donald W Reynolds Stadium, and also Hawksbill Subdivision in East Fayetteville which sits on 45 beautiful tree-covered acres.

Brian also Produced and wrote the movie "Greater" which was released in August of 2016. During principal photography, Greater Productions, LLC employed over 165 members of the cast and crew. Brian was able to bring this great story to life and bring both employment opportunities and positivity to the great state of Arkansas.

Josh Williams
Property Manager



Josh Williams has been a resident of Fayetteville 17 years. He attended the University of Arkansas and received his degree in Real Estate Finance. He has been apart of Brian Reindl's team for 5 years and has taken over the oversight and project management for all developments as well as managing all of Brian's commercial and residential spaces.

Josh has overseen the finish out of tenant spaces at Block Street and the Metro District and is directly involved in all matters relating to on-going tenant satisfaction.

Jay Alexander
Principal/Broker-in-Charge
864-679-3623 | 864-380-6191(cell)

WINDSOR AUGHTRY HOTEL GROUP



Education:

University of South Carolina – Columbia, SC May 1991
Bachelor of Science Mechanical Engineering

Furman University 1993-1994
Pre-MBA classes

Recent Development Experience:

- Lead team member in submitting two winning RFPs to Greenville Hospital System for build-to-suit developments totaling $10.5 million. Secured construction funding, long term financing and managed projects to completion.
- Embassy Suites – Downtown Greenville SC: 155 room hotel constructed on air rights above city owned parking garage. The Embassy has a Ruth's Chris Steakhouse in the lobby, 4,300 SF of meeting space and rooftop bar.
- Home2 Suites – Asheville, NC: 112 room extended stay hotel with surface parking.
- Motto by Hilton – Bentonville, AR: 175 new concept micro room hotel under development in downtown Bentonville. The Motto will have a separately branded F&B concept, retail space, bike storage, and outdoor F&B concept. Opening 4th quarter 2023.

Community Involvement:

Board Member – Neighborhood Focus 2019 - Present
Chairman of Administrative Board – Mauldin United Methodist Church 2009-2011
Chairman of Youth Director Search Committee – 2010
Past Board Member - Greenville Metro YMCA
Past Board Member – Meyers Center for Special Children - Greenville, SC

Kelly Ross
General Manager / Commercial Construction
40 W. Broad Street, Suite 500
Greenville, South Carolina 29601
Phone: 864-303-9880 Email: kross@windsoraughtry.com

WINDSOR AUGHTRY HOTEL GROUP



Education:

A.A.S. – Building Construction Science,
Greenville Technical College, 1981

Areas of Expertise:

- Kelly is General Manager for our hotel related construction projects. Working with design teams and contractors he represents the firm's interests in new hotel endeavors as well as property updates and renovations.

Recent New Hotel Project Experience:

- 127 room Hampton Inn & Suites atop a six-story parking deck in downtown Roanoke, VA. Opened 2016.
- 156 room full-service Embassy suites with rooftop bar / restaurant in Greenville, SC. Opened 2016.
- 138 room seven-story Residence Inn with pool and site amenities in Greenville, SC. Opened 2018.
- 135 room seven-story Marriott Courtyard located in downtown Baton Rouge, LA. Opened 2018.
- 132 room eight-story Hampton Inn & Suites located in Kansas City, MO. Opened 2019.
- 115 room Home 2 Suites located in Asheville, NC. Opened 2020.

Laurens Nicholson CCIM, SIOR

Principal / Director
40 W. Broad Street, Suite 500
Greenville, South Carolina 29601
Phone: 864-270-2706 Email: lnicholson@windsoraughtry.com



Education:

Clemson University - Clemson, SC May 1990
Bachelor of Science

Development Experience:

- Team member in assembling a site in Bentonville, AR for hotel development. Participated in the site selection, environmental, civil engineering, schematic design, design development and construction bid submittal. Worked with the City of Bentonville on the pre-application meetings and planning submittal. Worked with City of Bentonville Planning Department in getting project approved.
- Partner in hospitality real estate investment partnerships.
- Partner in multiple medical investment partnerships.
- Developed medical build-to-suits. Worked from site selection to completion.
- Developed multiple industrial and manufacturing facilities throughout South Carolina.

Community Involvement:

CCIM—South Carolina Chapter—Board of Directors (Education Chair), Past President
CCIM Global- Currently serving as Vice Chair to the faculty curriculum sub-committee
CCIM -Instructor- Financial Analysis for Commercial Real Estate Investment and Foundations for Success
South Carolina Association of Realtors— Past Board of Directors
Greater Greenville Association of Realtors – Commercial Division, Past President, Board of Directors
SIOR—Global Organization —President Carolina's Chapter—2014

Awards:
South Carolina CCIM of the Year- 2019
Commercial Realtor of the Year - Greater Greenville Association of Realtors—2002
Co-Star Power Broker - Industrial Sale &Lease Transactions—2009, 2010, 2012, 2013, 2014,2016



AARON McDONNEL

Sr. Project Manager

amcdonnel@crcrawford.com

Bachelor of Science,
Construction Management
University of Arkansas at Little Rock, Little Rock, Arkansas

ROLE IN THIS PROJECT:

Aaron will provide leadership, oversight, and direction to the other members of the C.R. Crawford team throughout the life of the project. He will work with the project owner, architect, and other stakeholders to develop and execute a project management plan that will result in the project being completed on schedule and within budget and executed with the utmost quality.

SUMMARY OF EXPERIENCE:

Having worked 18 years in the construction industry in areas from business development to estimating to project management, Aaron brings a tremendous amount of insight, experience, and leadership to any project team. He has a proven ability to lead multiple teams effectively and efficiently. The volume of total projects under his oversight at any one time have ranged from $200 to $300 million.







NOTABLE PROJECT EXPERIENCE INCLUDES:

- AC Marriott Hotel – Little Rock, AR
- AC Marriott Hotel – Kansas City, MO
- Chenal Point Apartments – Little Rock, AR
- Landmark Apartments – Little Rock, AR
- Wimbledon Greens Apartments – Little Rock, AR
- The Blake Sr. Living Center – Little Rock, AR
- OBU Student Housing – Arkadelphia, AR
- OBU Dorms – Arkadelphia, AR
- Arkansas Children's Hospital Research and Nutrition Center – Little Rock, AR
- Arkansas Heart Hospital Cath Lab Renovation – Little Rock, AR
- Arkansas NeuroSpine Center – Little Rock, AR
- U of A Athlete Success Center – Fayetteville, AR
- U of A Student Success Center – Fayetteville, AR
- U of A Ozark Hall Renovation – Fayetteville, AR
- Pinnacle Hills Promenade – Rogers, AR
- Promenade at Chenal – Little Rock, AR
- First Orion Office Building – North Little Rock, AR
- Bass Pro Shops – Little Rock, AR
- Overland Park Rehabilitation Hospital – Overland Park, KS
- Arkansas Fertility & Gynecology Associates – Little Rock, AR
- Malco Theater – Rogers, AR
- Cobb Cinebistro Theater – St. Petersburg, FL
- Cobb Cinebistro Theater – Cincinnati, OH
- Movie Tavern – Allentown, PA
- Movie Tavern – Little Rock, AR
- Ridgedale Mall Renovation & Expansion – Minnetonka, MN
- Rosedale Mall Renovation & Expansion – Roseville, MN
- St. Louis Galleria Renovation – St. Louis, MO
- Quail Springs Mall Renovation – Oklahoma City, OK
- LA Fitness – North Little Rock, AR
- LA Fitness – Memphis, TN
- Summit Fair Retail Center – Lee's Summit, MO
- Adams Dairy Landing – Blue Springs, MO
- Summit Orchard Retail Center – Lee's Summit, MO
- Ward Parkway Center – Kansas City, MO
- First Security Bank (Gateway Branch) – Little Rock, AR
- ASU Football Practice Facility – Jonesboro, AR
- Dairy Queen – Sherwood, AR
- Dairy Queen – Little Rock, AR
- Pediatrics Plus – Conway, AR
- Pediatrics Plus – Little Rock, AR
- Pediatrics Plus – North Little Rock, AR
- St. Vincent Lonoke Medical Clinic – Lonoke, AR
- St. Vincent Bryant Medical Clinic – Bryant, AR
- Arkansas Heart Hospital Cath Lab Renovation – Little Rock, AR
- Bellview Urban Center – Rogers, AR
- Doctors Hospital Renovation – Little Rock, AR
- River Ridge Mall Renovation – Lynchburg, VA



TRENT ROGERS, AIA

Sr. Pre-Construction Manager

trogers@crcrawford.com

Bachelor of Architecture
Louisiana Tech University,
Ruston, Louisiana

AIA Architect Registration

ROLE IN THIS PROJECT:

Trent will lead our pre-construction team and work with you and your project architect during the planning, design, and pre-construction phase of your construction program to provide conceptual unit-cost/square-foot-cost estimates. Trent will also work with the project manager to develop a preliminary construction schedule for the project. Trent will focus on the feasibility and efficiency of constructing what has been designed and, if needed, will develop alternative solutions to ensure your project remains within your budget.

SUMMARY OF EXPERIENCE:

In addition to his deep understanding of construction costs, ***Trent is also registered as an architect by the American Institute of Architecture (AIA).*** His understanding of both design philosophy and construction costs has allowed Trent to be a very effective communicator and problem solver when working with project owners and architects.

NOTABLE ARCHITECTURAL PROJECT EXPERIENCE INCLUDES:

- Farmington High School Gymnasium and Performing Arts – Farmington, AR
- Crossmark Center for Collaboration – Bentonville, AR
- Fulbright Junior High School – Bentonville, AR
- Keypoint Church – Bentonville, AR
- Elkins High School – Elkins, AR
- First Baptist Church – Rogers, AR
- Fort Scott Community College Performing Arts – Fort Scott, KS
- Siloam Springs High School – Siloam Springs, AR
- Siloam Springs High School Stadium – Siloam Springs, AR







NOTABLE CONSTRUCTION PROJECT EXPERIENCE INCLUDES:

- City U – Bentonville, AR
- South School Apartments – Fayetteville, AR
- Network Zero – Fayetteville, AR
- Generations Bank – Fayetteville, AR
- First National Bank – Fayetteville, AR
- United Bank – Bentonville, AR
- IDO – Lowell, AR
- Depot 16 – Bentonville, AR
- Pharm II – Bentonville, AR
- RMP, LLP – Johnson, AR
- BNSF Logistics – Springdale, AR
- Primrose Communities – Multiple Locations (AR and TX)
- Whitbeck Labs – Springdale, AR
- Washington Regional Cancer Support Home – Fayetteville, AR
- Washington Regional Medical Billing Office – Fayetteville, AR
- McDonald Eye Associates – Fayetteville, AR
- Marvell - Elaine School District – Marvell, AR
- Rogers School District – Rogers, AR
- Elkins School District – Elkins, AR
- Prescott School District – Prescott, AR
- Mountainburg School District – Mountainburg, AR
- Flippin School District – Flippin, AR
- Melbourne School District – Melbourne, AR
- Poyen School District – Poyen, AR
- Pea Ridge School District – Pea Ridge, AR
- North Cedar Townhomes – Fayetteville, AR
- Tyson Foods – Rogers, AR



DAVID KARR
Estimator
dkarr@crcrawford.com

Bachelor of Science,
Supply Chain Management,
Finance
University of Arkansas,
Fayetteville, Arkansas

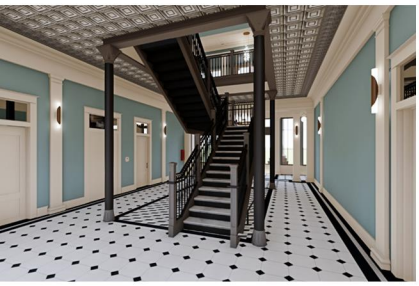
ROLE IN THIS PROJECT:

Working closely with Sr. Pre-Construction Manager Trent Rogers, David will lead estimating services for this project. He and Trent will work with you and your project architect during the planning, design, and pre-construction phase of your construction program to provide conceptual unit cost/square foot cost estimates and unit cost for site utility work. He will assist Trent in analyzing the accurate and efficient constructability of the project's design and will provide value engineering services to ensure your project remains within your budget.

SUMMARY OF EXPERIENCE:

For more than five years, David's dedicated focus in estimating services has given him vast experience. He is detail oriented and thorough in his processes, giving him quick expertise and success in project estimating. David is a proven asset in pre-construction services and will be an apparent benefit to your project.







NOTABLE PROJECT EXPERIENCE INCLUDES:

- Home2 Suites – Bentonville AR
- Independence Plaza – Lowell, AR
- Admiral Plaza Shopping Center – Tontitown, AR
- Johnson Medical Building – Johnson, AR
- IDO Phase II – Lowell, AR
- Blue Ember Smokehouse – Fort Smith, AR
- The Goddard School – Fayetteville, AR
- The Goddard School – Bentonville, AR
- Mercy Convenient Care Clinic – Bentonville, AR
- Mercy Health Pain Clinic – Bentonville, AR
- Southern Hills Office Building, Wilson Coker Wealth Advisors and Lighthouse Financial – Rogers, AR
- Matrix Racquet Club – Lowell, AR
- Benchmark Building TI – Rogers, AR
- Playground, Washington Elementary School – Fayetteville, AR
- Batteries Plus Bulbs TI – Fort Smith, AR
- Discount Tire – Jonesboro, AR
- Dazzling Nail Bar – Fayetteville, AR
- First Security Bank ATM – Fayetteville, AR
- BancorpSouth Renovation – Fayetteville, AR
- Discount Tire – Rogers, AR
- Walk-On's – Rogers, AR
- Walk-On's – Texarkana, AR
- Walk-On's – Fort Smith, AR
- Jiffy Lube – Springdale, AR
- Southern Hills Office Building, Wilson Coker Wealth Advisors and Lighthouse Financial – Rogers, AR
- Sherwin-Williams TI – Bentonville, AR
- Rogers School District, (4) Middle School Outdoor Tracks – Rogers, AR



JUSTIN REEVES

Project Manager

jreeves@crcrawford.com

Bachelor of Science, Construction Management
University of Arkansas, Little Rock, Little Rock, Arkansas

30-Hour Training Certificate
Occupational Safety and Health Administration

ROLE IN THIS PROJECT:

As Project Manager, Justin will work with your staff throughout your project and will be responsible for the successful outcome of the project. Justin will work closely with you and your project architects to ensure the project begins and ends within budget and on schedule. Justin will also work very closely with our Project Superintendent to verify that all work is done with quality and safety.

SUMMARY OF EXPERIENCE:

Justin is one of C.R. Crawford's most versatile Project Managers. In addition to his ability to expertly manage projects, Justin is also very adept at cost estimating, allowing him to work closely with our project estimating staff to produce accurate cost estimates and program budgets that will serve to keep your project on track financially. Justin has experience in a wide variety of project types, including K-12, healthcare, federal/military, and premium office spaces.







NOTABLE PROJECT EXPERIENCE INCLUDES:

- Home2 Suites – Bentonville, AR
- Home2 Suites – Springdale, AR
- Courtyard by Marriott – Rogers, AR
- North Cedar Townhomes – Fayetteville, AR
- The Fields at Pinnacle – Rogers, AR
- Johnson Square RMP Building – Johnson, AR
- Tyson Manufacturing Automation Center – Springdale, AR
- Mercy Therapy Services – Rogers, AR
- Washington Regional Cancer Support Home – Fayetteville, AR
- Johnson Square Medical Office Building – Johnson, AR
- Johnson Square Parks – Johnson, AR
- Johnston Liner – Johnson, AR
- Swetnam TI – Johnson, AR
- Highland Middle School Parking – Highland, AR
- Huntsville Activities Center – Huntsville, AR
- Poyen Career Education and High School Cafeteria – Poyen, AR
- Prescott Elementary School – Prescott, AR
- Central Utility Plant Shop & Power Center, University of Arkansas – Fayetteville, AR
- Washington Regional Cancer Support Home – Fayetteville, AR
- Elkins Elementary School Addition – Elkins, AR
- Prescott Middle School – Prescott, AR
- Lisa Academy Renovation – Little Rock, AR
- Little Rock Air Force Base – Jacksonville, AR
- Arkansas National Guard Armed Forces Reserve Center – Bentonville, AR
- Walmart Neighborhood Market – Ruston, LA
- Walmart Neighborhood Market – Shreveport, LA
- Walmart Neighborhood Market – Bossier City, LA
- CrossMar Industrial Building – Bentonville, AR
- Marvell High School Gym Addition – Marvell, AR
- McKee Peanut Butter Plant – Gentry, AR
- Power Center – Rogers, AR
- Storms Orthodontics – Springdale, AR
- Verizon Wireless – Moore, OK
- McKee Foods Extruder Room Addition – Gentry, AR



KEN EARNEST
Project Superintendent
kearnest@crcrawford.com

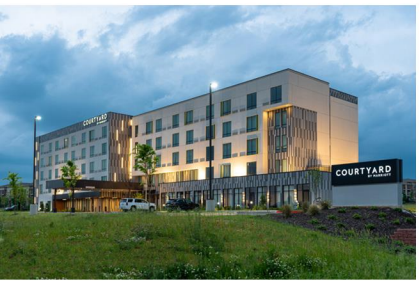
16-Hour EM 385-1-1 Certification
40-Hour EM 385-1-1 Certification
American Safety Council

Scaffolding Certification
NWA Stormwater Compliance Certification
Forklift/Boom Lift Operator Certification

Basic Rigger, Carpentry, Core Curriculum, Reinforcing Ironwork Level Two
NCCER Curriculum Performance Evaluator

CPR/First Aid Certified
American Red Cross

30-Hour Training Certificate
Occupational Safety and Health Administration







ROLE IN THIS PROJECT:

As Project Superintendent, Ken will work with the Project Manager to oversee project development by evaluating cost activities and developing and managing the construction schedule. He will manage all on-site personnel, update schedules, manage our quality control program, and administer our safety program.

SUMMARY OF EXPERIENCE:

Having been in the construction industry for 27 years, Ken is one of C.R. Crawford's most experienced Project Superintendents. He is a true leader on a job site and skillfully encourages others to achieve more and provide only their best work.

NOTABLE PROJECT EXPERIENCE INCLUDES:

- Courtyard by Marriot – Rogers, AR
- Home2 Suites – Bentonville, AR
- Fairfield Inn & Suites – Catoosa, OK
- Everest Rehabilitation Hospital – Rogers, AR
- Jiffy Lube – Bentonville, AR
- Jiffy Lube – Springdale, AR
- Everest Rehabilitation Hospital – Oklahoma City, OK
- Hall's Crossing – Springdale, AR
- Shoppes at Bella Vista – Bella Vista, AR
- Johnston Square Liner – Johnson, AR
- Redbird Office Building – Bentonville, AR
- Pendergraft Office Building – Fayetteville, AR
- Huntsville Activities Center – Huntsville, AR

Robert Sharp
Principal



EDUCATION

Bachelor of Arts in British History, University of the South, Sewanee Tennessee, 1986

Bachelor of Architecture, University of Arkansas, 1991

PROFESSION

Robert Sharp has 30 years of experience in the architectural profession. He founded Courtyard, Building, and Block, LLC in 2014 to specialize in serving the needs of municipalities, and private sector real estate developers working in Infill and New Urban settings. Robert has a keen interest in city and town planning, development economics, and regional architecture.

COMMUNITY

A native of Fayetteville, Robert Sharp has served in numerous local organizations such as the Planning Commission, Historic District Commission, Downtown Architectural Standards Committee, and Fayetteville Natural Heritage's Green Infrastructure project. Robert is currently serving as Town Architect for Partners for Better Housing, a 501c3 nonprofit corporation that is developing attainable housing in Fayetteville's Walker Park Neighborhood.

REPRESENTATIVE PROJECTS

Three Sisters Building

Robert Sharp served as Project Architect for the Three Sisters Building in Fayetteville Arkansas. The project encompasses three sides of a city block in downtown Fayetteville and includes professional office, retail, and residential uses. The building has become a distinctive local landmark and anchors Fayetteville's Cultural and Entertainment District. Robert led the design team and provided Construction Administration services for the project.

Mill District

Robert Sharp served as Project Architect for the conversion of an abandoned feed mill into a mixed use development containing professional office, retail, and residential space. The Mill District has served as a catalyst for positive growth in its neighborhood. The Arkansas AIA has recognized the project with an Honor Award for design excellence.

The Dickson

Robert Sharp served as Project Architect for Underwood Plaza, a seven story mixed use building on an infill site in Downtown Fayetteville. The building was designed to maximize the advantages of its prime location, while minimizing the disturbances from an adjacent railroad track and electrical substation.

RMP Building, Johnson Square

Robert Sharp served as design architect for RMP Building at the heart of the Johnson Square neighborhood. The three story masonry building contains law offices on the upper two floors. Streetside spaces are Pizzeria Ruby and the Hail Fellow Well Met Market. The combination of Class A office space and vibrant ground level tenants is a model for downtown development.

Network Building

Robert Sharp worked closely with Entegrity sustainability and energy consultants to create the state's first mixed use Net Zero Building. The building contains 28 apartments and 4,000 sq ft of office space. In addition to energy efficiency, good urban design, durability, and access to natural light drove the design process.

David McElyea
Project Manager



EDUCATION

United States Marine Corps 2002
Bachelor of Architecture, University of Arkansas 2006

PROFESSION

David has worked at a variety of architecture and design/build companies in his career in Arkansas and Louisiana. David worked on a variety of institutional and multi-family projects during his time at Modus Studio in Fayetteville from 2010 to 2018

REPRESENTATIVE PROJECTS

Brick Avenue Lofts, Bentonville Arkansas

While working at Modus Studio, David served as Project Manager for this 252 unit multi-family. The project is located on an 11 acre site near downtown Bentonville. Project includes multiple building types, clubhouse and associated amenities.

Uptown Fayetteville

This urban multi-family project includes 308 multifamily units on 14 acres. Also included is street-side retail, clubhouse, gardens, and local art installations. David worked on design and production for the project while at Modus Studio.

Atmosphere, Fayetteville Arkansas

Student housing project that encompasses an entire city block near the University of Arkansas. 228 unit - 628 bedrooms, 6 story podium with clubhouse, structured parking, and amenities. David worked on design and production for the project while at Modus Studio.

Cardinal, Fayetteville Arkansas

Student housing project that encompasses an entire city block near the University of Arkansas. 150 unit - 471 bedrooms, 6 story podium with clubhouse, structured parking, and amenities. David worked on design and production for the project while at Modus Studio.

Beacon Block, Fayetteville Arkansas

A three story mixed use building located at the corner of Prospect Street and College Avenue in Fayetteville Arkansas. The project includes 26 apartments and 6,000 sq ft of Office and Retail space at street level. David provided construction drawings for the project. Construction will begin in Spring of 2022.

Kara McElyea
Architect



EDUCATION

Auburn University Master of Design-Build | 2008

University of Arkansas Bachelor of Architecture, Magna Cum Laude with Honors | 2007

PROFESSION

Project Manager at BRR Architecture
January 2014 - October 2015
Responsibilities: Prototype Manager for the Walmart Neighborhood Market

Haag Brown Commercial Real Estate and Development
November 2015 - July 2018
Responsibilities: Producing concept designs and site layouts for all new development opportunities

REPRESENTATIVE PROJECTS

FFO Home - Multiple Locations (20+/-)

Starbucks Retail Centers - Multiple Locations (20+/-)

Tacos 4 Life - Multiple Locations (20+/-)

The Reserve at Hill Park - Jonesboro, AR (27 acre office park)

Haag Brown Office - Jonesboro, AR

Multiple Retail Developments (20 - 100 acres)

Adult Education Center – Trumann, AR

Parkwood Retail Center – Jonesboro, AR
7,300 SF three-suite retail space

East Johnson Medical Offices – Jonesboro, AR
6,600 SF two-suite building and 2,400 SF free standing building

Ha-Ro-Co Fire Station – Harriet, AR
Reconstruction of an existing volunteer fire station

Nestle Activation Center – Rogers, AR
12,000 SF offices with demonstration kitchen and mock up retail space

BNSF Railway Offices – Various Locations
1,500 to 3,200 rail office replacements

St. Mark's Episcopal Church – Jonesboro, AR
2,700 SF renovation of entry sequence for existing church

Dell Fire Station – Dell, AR
5,600 SF four-bay volunteer fire station

Vetro 1925 – Fayetteville, AR
4,700 SF restaurant in historic downtown building

First United Methodist Church – Greenbrier, AR
CA | renovations and classroom additions to an existing church

Baxter Heathcare – Mountain Home, AR
DD, CD, CA, project renderings | loading dock addition to an existing manufacturing facility

Off-Grid Emergency Housing
SD, DD, CD, CA | design and construction of 320 SF emergency housing unit out of a shipping container

Evan Douglas
Project Manager



EDUCATION

Bachelor of Science in Architectural Studies, University of Arkansas, 2015.

PROFESSION

Evan Douglas has worked as an architectural designer on various single and multi-family residential projects, with a focus on small-scale and infill development. His work is centered around architecture that is elegant, economical, and resilient.

REPRESENTATIVE PROJECTS

Hill Avenue Townhouses

Hill Avenue Townhouses is a collection of seventeen townhouses near the University of Arkansas campus. The two and three story townhouses all feature private outdoor living space. Evan provided design and construction document services for the project.

Pharm II Townhouses

Evan has provided design and construction drawings for six urban townhouses in B Street in Downtown Bentonville Arkansas. The Pharm II townhouses are designed for a narrow site and feature garage parking, a lofty living floor along the entire second floor and a generous suite at the third floor, including a private terrace.

Dunn and Davis

Dunn and Davis features twenty three townhouses on a quarter block in Downtown Bentonville. Many of the units feature private garages and balconies. The core of the site is a landscaped courtyard that creates an intimate oasis in a dense urban setting. Evan provided design and construction document services for the project.

Wheeler District Houses

Wheeler is an emerging mixed use neighborhood in Oklahoma City, located on the site of the former airport. Evan developed housing prototypes for the project and created construction documents for a series of new houses. This work at Wheeler is on-going as they expand into their second phase.

Briartown Cottages

Evan participated in the design charrette for Briartown Cottages, a project funded by the Walton Family Design Excellence program. After design work was complete, Evan created a set of consistent construction documents from the work of various other architects. Construction of the Briartown Cottages was completed this fall.

WEST AVENUE CIVIC SPACE

RE-CENTERING FAYETTEVILLE'S PUBLIC LIFE AT DICKSON AND WEST

FAYETTEVILLE CULTURAL ARTS CORRIDOR

Final Civic Plaza Schematic Design and Renderings - January 2019

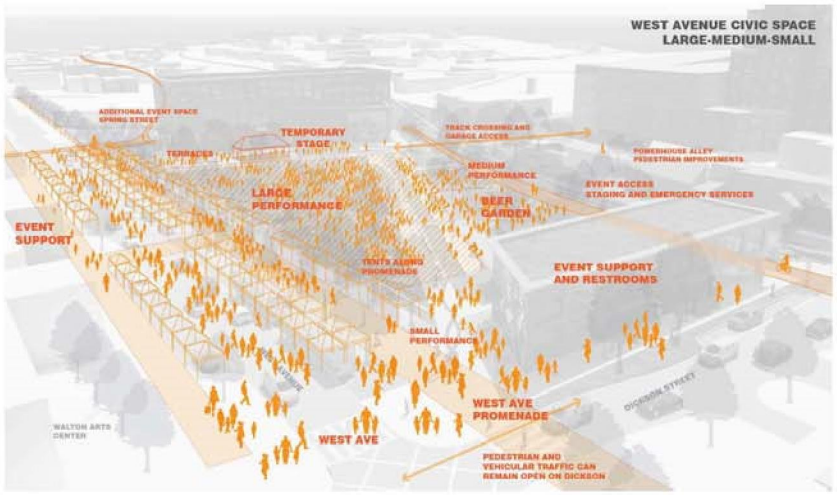


KEY

01 - FLEXIBLE EVENT SPACE
- HIGH PERFORMANCE LAWN
02 - PROMENADE
03 - ARTFUL STORMWATER
04 - INTERACTIVE WATER COURSE
05 - SHADED GARDENS
06 - OUTDOOR CAFE SEATING
07 - PERMANENT SCULPTURE
08 - BIKE TRAIL
09 - STREET PARKING
10 - OPEN SHADE PAVILION
11 - TWO STORY BUILDING
POSSIBLE PROGRAM:
- CAFE/GALLERY/BIKES
12 - MULTI STORY BUILDING
POSSIBLE ROGRAM:
- OFFICE, MAKER SPACE
- ART GALLERIES
- CAFE/RESTAURANT
- HOTEL
- PARKING UNDERNEATH
13 - STAGE/OVERLOOK
14 - SPRING STREET PLAZA
15 - SHARED STREET



BIRDSEYE



LARGE EVENT OR FESTIVAL



Final Civic Plaza Schematic Design and Renderings - January 2019



Final Civic Plaza Schematic Design and Renderings - January 2019



Final Civic Plaza Schematic Design and Renderings - January 2019

Received by Kit Williams
10/11/22 at 2:44 PM

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Kara Paxton,** City Clerk/Treasurer
Susan Norton, Chief of Staff

FROM: **Kit Williams**, City Attorney

DATE: **October 11, 2022**

RE: Letter of Intent or Contract with Reindl Properties, Inc.?

First, let me assure everyone that I am not opposed to whatever building the City Council may wish to authorize to be built on the south side of the future civic plaza which is now probably the most valuable, developable property in Fayetteville and all of Northwest Arkansas. Right now as the landowners of the Walton Arts Center parking lot, **the City Council has full power to decide exactly what type of building (if any) should be constructed on the south side of the plaza and what type of business should be operated in this building to ensure the building and its operation would be in the best interests of our city and its citizens.**

The Mayor, Chief of Staff and the City Council Members in office in 2020 will probably remember the Letter of Intent presented to the City Council by Greg House concerning the Parking Deck. That was actually a true Letter of Intent as it clearly stated that no terms of the Letter of Intent were enforceable, but only presented as possible future terms for a future contract.

The agreement titled "Letter of Intent" with Reindl Properties, Inc. has no such statement that it is not enforceable. Indeed, this "Letter of Intent" is loaded with numerous **mandatory terms** which either the City, Reindl Properties, Inc. or both **must obey**. These mandatory terms clearly make this a contract rather than an Letter of Intent. For example, paragraph 1 The Building of this agreement states in subsection:
A. "Reindl **will** construct…"
B. "the Building **will** be substantial…"
C. "The Building **will** have three primary facades… All primary facades **will** be attractive, well-proportioned, and constructed of high quality materials…"
D. "The Building **shall** be designed and built in substantial compliance with the drawings…"

All of the **bolded** "wills" and "shall" noted above are **mandatory contractual language**. This is not the tentative language of an unenforceable Letter of Intent. This is the mandatory language of an enforceable contract, which is what this mislabeled "Letter of Intent" actually is.

In Paragraph 6, Parking, this "Letter of Intent" states that the "City **agrees** to lease or provide access to city's excess parking spaces..." This places the **contractual duty** on the City to lease or provide access to "city's excess parking spaces."

In Paragraph 9. Land Purchase

A. "Reindl **will** purchase land for the Building from the City in the approximate location as reflected on Exhibit G." Although the "exact legal description of the land to be conveyed shall be determined by a survey," the property to be sold to Reindl will be as shown on Exhibit G. So, despite that no legal description has yet been created, this "Letter of Intent" requires that the property to be sold will substantially mirror Exhibit G. Thus, this "Letter of Intent" controls one of the most important parts of any land sale contract, the approximate location and amount of property to be conveyed.

B. "The purchase price for the land **shall** be the fair market value for the property as determined by a third party real estate appraiser..." **The City must accept the appraiser's valuation and sell the property to Reindl for that amount even if we disagree.** Thus, both the sale price (the to-be-appraised value) and approximate location and amount of land to be sold are **permanently decided** by this Agreement even though it is incorrectly referred to as only a "Letter of Intent."

Finally, paragraph 14 Public Communication and Outreach Event requires that "Reindl **shall** present the design of the Building to... the general public for review and comment... **within 4 weeks of acceptance of this Letter of Intent.**" This is too late for any meaningful public review and comments. The proposed Letter of Intent already requires that "The Building **shall be designed and built in substantial compliance with the drawings** on the attached Exhibits A, B, and C...."

Once the Letter of Intent is accepted by the City Council, the Building's design and construction will have been decided and must comply with the designs shown on Exhibits A, B, and C. Later public comment cannot change the Building's basic design, location, size or construction materials. Any real and effective public input or comments about this proposal must come **BEFORE** the agreement on the building's design, location, size, and construction has been settled by this "Letter of Intent."

CONCLUSION

With no language used in Greg House's earlier Letter of Intent that it is not enforceable to be found in Reindl's "Letter of Intent," and with all of the mandatory language and requirements within this document, this is clearly a contractual agreement regardless if mislabeled as a "Letter of Intent."

This proposed agreement sets forth and settles the primary and most important terms and conditions for the development and construction of the Building. These may be potentially fleshed out by a few minor adjustments around the edges of the agreement, but no significant changes will be possible. Although the price of the land is not yet revealed, the City will be committed to accept the land appraiser's decision whether or not the City Council believes it is fair market value.

There will be later, more detailed agreements for City Council approval, but these are mainly ministerial or technical because they must comply with the decision you make on this initial "Letter of Intent" which **will control all later agreements**. Your initial decision on the "Letter of Intent" (which could include major changes or clarifications required by the City Council **before** it is agreed to) is the only opportunity to control whatever commercial development the City Council may wish to see on the south side of the civic plaza for at least a century.

Therefore, the City Council's decision should be very measured, careful and informed. That decision should follow, not precede the public notification, outreach, and comments about the design, size, location, building materials and allowed commercial uses for this building.

The City Administration has worked long on this proposal as has Reindl Properties, Inc. But the City Council has its own powers, duties, and responsibilities to ensure that the City receives the best development benefiting the taxpayer funded Twelve Million Dollar plaza and our citizens as possible. The City Council should move not only carefully, but slowly to give citizens and businesses plenty of opportunity to review and publicly comment upon the many important parts of this agreement before it is approved.

Received by Kit Williams
10/17/22 at 3:53 pm.

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Kara Paxton,** City Clerk/Treasurer
Susan Norton, Chief of Staff

FROM: **Kit Williams**, City Attorney

DATE: **October 17, 2022**

RE: Solving the Letter of Intent Issue

The Reindl Properties, Inc.'s Letter of Intent v. Enforceable Contract issue could easily be resolved if this document included the "Non-Binding Agreement" language used by Sage Partners in their January 14, 2020 "Letter of Intent for an offer to sell the below-referenced property (for the City's Parking Replacement Deck) under the following terms and conditions." Immediately above Mayor Lioneld Jordan's signature, this Letter of Intent states:

> "**Non-Binding Agreement:**
> "This proposal is not intended as, and does not constitute, a binding agreement by any party, nor an agreement by any party to enter into a binding agreement but is merely intended to specify some of the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal rights against the other by reason of the signing of this letter or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless and until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by all parties and set forth in a definitive agreement which has been signed and delivered by all parties. The only legal obligations, which any party shall have, shall be those contained in such signed and delivered definitive agreement referred to above."

This Non-Binding Agreement language could easily be added to Reindl Properties, Inc.'s current proposed document which would then transform it into a real, non-binding Letter of Intent. At that point, the public would know what Reindl Properties, Inc.'s and the City Administration's proposed basic terms of Reindl's

development would be. That would be the proper time for public outreach and input because the developer's and City's major proposals about the building's location, height, size, design, construction materials and uses will be known, but will still be open for any desired changes and modifications.

If such Non-Binding Agreement language is rejected, then it is clear that Reindl Properties, Inc. and/or the Administration do indeed propose not a Letter of Intent, but an enforceable contract which decides all major development issues for this proposed seven story building.

I should also note that Black's Law Dictionary, 11th Edition defines a "Letter of Intent" as "a noncommittal writing preliminary to a contract. A letter of intent is not meant to be binding and does not hinder the parties from bargaining with a third party." Without the addition of the "Non-Binding Agreement" language, the Reindl proposal is not a true Letter of Intent, but a mislabeled contract.

Received by Kit Williams
10/18/22 12:24 pm

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Kara Paxton,** City Clerk/Treasurer
Susan Norton, Chief of Staff

FROM: **Kit Williams**, City Attorney

DATE: **October 18, 2022**

RE: Possible Issues in "Letter of Intent" with Reindl Properties, Inc.

Every significant (multimillion dollar) development contract will have many considerations and terms that can substantially affect or influence the desires of the buyer and seller which usually have somewhat different perspectives and objectives from each other. The City and Reindl Properties, Inc. are certainly not "partners" in any legal or usual sense of that word, but that does not mean we cannot work together in both of our interests for a financially successful and publicly appealing and satisfying development project on the south side of the plaza. That being said, as Fayetteville City Attorney, I need to review the terms of the proposed agreement titled "Letter of Intent," but which as I pointed out in my earlier memo is actually a very enforceable contract. I will point out in this memo some terms that give me concerns that the City Council may wish to consider

City Council Powers As Landowners of the Plaza

The City Council now has the power to decide exactly what size and type of building you will allow the purchaser of City property to construct on that city property until the property is sold or legally committed to be sold. **Once the Council agrees to the Letter of Intent as currently presented, its powers to make any changes in the design, size, height, location, or construction materials, in the Building will be gone.** Prior to agreeing to the Letter of Intent, you may decide what specific uses of such building shall be allowed or even shall be required. Such requirements should be included in deed restrictions and thereby enforceable against the buyer and any later owners of this property.

Once the Council agrees to sell the property by approving this "Letter of Intent" as currently presented, your opportunity for any further influence on the building's

design, size, height, or location will be gone. There will be some later agreements that the City Council will need to agree to, but all their terms will be controlled by this "Letter of Intent." No change of any significance could be required by the City Council.

Thus, the City Council has this **one chance** to ensure whatever building it decides would be best for Fayetteville is built and what will be the best type of businesses to be allowed or mandated to be operated in it. That chance is **now** before agreeing to any Letter of Intent which is actually a mandatory contract in which the most important decisions will already have been made. The design, size, height, location and construction materials of the building will also be firmly and permanently authorized as depicted in the drawings which are exhibits to the Letter of Intent. I need to ensure you realize that Reindl Properties, Inc. does not have to agree to any changes that the City Council may desire to be made in the Letter of Intent. To succeed, this development agreement must be both financially sound for Reindl and very advantageous for the City and our citizens.

Contract Terms that Need City Council Consideration

The first paragraph of the proposed agreement "The Building" states in its subparagraph A:

> "Reindl will construct a multi-story Mixed Use Building (the 'Building') containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces. The Building may include other uses as necessary to meet the financial goals of the project. The following Use Units will be allowed, subject to City's approval."

This language is somewhat unclear when the proposal states: "The Building may include other uses as necessary to meet the financial goals of the project... (but then states) "subject to the City's approval." The developer could argue that a certain use unit is "necessary to meet the financial goals of the project." Would the City Council still have the legal right (without paying any damages) to deny Reindl Properties, Inc's stated financial necessity of including one of these fifteen Use Units? This issue should be clarified before any contract is agreed to.

The "hotel uses" in this "Mixed Use Building" could be very small and still comply with this Agreement. Requiring actual restaurants with outdoor service and dining serving areas would ensure the positive interaction with the plaza I thought that the City and City Council want from this building. If so, clarity in this agreement would ensure a primary reason for allowing such building on City property is actually realized. Merely allowing "hospitality spaces," provides no such assurance.

The City Council may wish to ensure that the architect's goal and drawing showing a roof-top restaurant/bar will actually be built and operated. As owners of this property, the City Council now has the power and right to require much more clarity about how the proposed Building will be used. You could require the construction and operation of the rooftop restaurant/bar as part of the agreement to sell. Once you have agreed to the currently proposed "Letter of Intent," most of such power and authority over this possible project will be lost.

The currently proposed Letter of Intent does not actually require nor ensure that the proposed building will contain restaurants. Instead Reindl Properties, Inc. or its later owners may operate pursuant to any of the possible uses it desires within the fifteen broad Use Units identified in the first paragraph of the "Letter of Intent." Is that scenario okay with the Council? If not, the use units of the "Letter of Intent" need to be significantly limited and focused upon only the type of businesses desired by the Council to be carried out in the building.

Before your approval of the proposed Letter of Intent (contract), you may even designate what uses would be allowed in different sections or floors of the building. For example, the City Council could specify that only hotel, bar, and restaurant uses will be allowed on floors two through six. You could specify that the restaurant area shown on the first floor on Exhibit F as "Restaurant" and "Café" operate as such eating establishments throughout the life of this building unless the City Council agrees to any proposed changes.

The proposed Letter of Intent allows fifteen broad Use Units to be selected by Reindl Properties, Inc. for this building "to meet the financial goals of the project." You might deem some of these proposed uses to not be the best use of this City's most valuable, developable and impactful property. For example, the first Use Unit listed in the "Letter of Intent" is Unit 4, *Cultural and Recreational Facilities*. That Use Unit allows a crematorium and a mausoleum. Should those uses be allowed in what is supposed to be a large hotel with restaurants and retail shops? Why include such allowed uses which are incompatible to the hoped for project?

I should note that the "Letter of Intent" may be interpreted to authorize Reindl or his successors to enjoy the authority of Use Unit 35, **Outdoor Music Establishment** as a use by right. This sensitive use has always been only a Conditional Use to be separately approved by the Planning Commission with any necessary time and date restrictions. Unfortunately, this "Letter of Intent" does not refer to Use Unit 35 as a conditional use and thus appears to make it a **use by right with no conditions**.

As owners of the property, the City Council could and possibly should authorize the Outdoor Music Establishment Use Unit to be subject to the City Council's conditions concerning days allowed, periods of time allowed, more strict volume

controls than just the Noise Ordinance, etc. The City Council should retain the legal right to change those conditions by Resolution as part of the land sales contract and deed restrictions to ensure the City Council will always retain the final word on outdoor amplified music which could otherwise often dominate the plaza and disturb the plaza's ambience for many citizens.

If requested by Reindl Properties, Inc., the land sale agreement and deed restriction could place an upper hourly time limit on nightly outdoor amplified music from the building's property to ensure hotel guests would not be disturbed after 10 or 11 P.M. or some other mutually agreeable time. This provision needs careful consideration and probably limitations to protect the public visiting the civic plaza. The whole paragraph one of this agreement should probably be redrafted. Controlling Outdoor Amplified Music from the Building toward the plaza is so important that I recommend that the Council issue and control the terms and conditions for such outdoor amplified music itself rather than initially allowing the Planning Commission to issue a conditional use permit pursuant to §163.10 **Outdoor Music Establishments** of the U.D.C.

Liquor stores which are only allowed by a conditional use permit in many zoning districts also appear to be permitted by right to sell whiskey, wine and beer from the Building on the plaza by this "Letter of Intent." Even if the Council decides a liquor store is appropriate for the plaza, the City Council may want to limit the size and hours of operation for such liquor store because of its presence on the plaza. This would require more redrafting of this agreement.

Paragraph 1. C. refers to the "to-be-vacated Spring Street right-of-way to the south..." Such right-of-way still seems very useful for the City for its firetrucks and other emergency services as well as more protected right-of-way toward the apartments just north of the railroad tracks. Why would the City vacate this right-of-way just to give it to Reindl Properties, Inc.?"

Paragraph 6. Parking of the proposal is certainly a concerning issue. The statement that the "hotel will create parking demand for those off-peak times..." is certainly suspect. Hotel guests normally check-in around 4:00 to 5:00 P.M. and thus need parking from then until check out in the morning. It is clear that virtually every hotel guest will need parking during the highest, peak demand for parking in the Entertainment District which is 6:00 P.M. until 2:00 A.M.

Is it reasonable to assume that hotel guests will want to access valet parking to the far away Police Department lots south of the Town Center Parking Deck? With the public parking deck on Spring and School a short and easy walk from the proposed hotel, that inexpensive parking ($5.00 a night until 2:00 P.M. the next day) will be filled with hotel guests as well as hotel and restaurant staff before most diners would arrive

to look for public parking. Fayetteville taxpayers who built that parking deck will find it filled as well as probably much of the on-street paid parking spaces near West Avenue.

We will have saved the hotel developer millions of dollars by not having to build its own structured parking by allowing hotel guests and staff to monopolize what are now public parking spaces for citizens and visitors wishing to eat and drink in the Entertainment District. This proposed lack of adequate new private parking for hotel guests and restaurant and hotel staff is not a smart parking strategy for the City. This difficult issue needs considerable additional careful study before this agreement should be approved.

Under Paragraph 8 Sustainability, the Reindl Letter of Intent speaks about its "building that lasts several hundred years..." This is obviously hyperbole, but it should highlight the long term consequences of the City Council's important decision about the choice of any development approval. Careful study of the proposed contract and its promised development is essential before any decision would be warranted.

Paragraph 10. Infrastructure

A. "Infrastructure costs that will benefit both City and Reindl, such as extending water and sanitary sewer, to the Building site **shall be evenly split**..." (emphasis added) The City is constructing or paying Reindl to construct a publicly accessible bathroom attached to his building near his largest restaurant. Thus, extended water and sewer mains provide some benefits to the City. The newspaper reports that this seven story hotel may contain 134 rooms (each with a bathroom and shower). Of course, Reindl Properties, Inc.'s Exhibit F also shows two restaurants. Because of state fire codes, the proposed building will likely have to have a full building, room by room fire suppression water sprinkling system connected to a water main of sufficient size to supply this sprinkler system. So for far less than 1% of total water and sewer needs, this contract places 50% of the costs to build the large water and sewer mains this Reindl building will need on the City's taxpayers. This is not illegal, but another current contractual requirement that may need City Council consideration.

There is plenty of unused city property space southeast of the hotel and northwest of the Spring & West intersection on the plaza that could be used for the public bathroom. This stand alone facility could be served by inexpensive water and sewer service lines rather than expensive mains. It would also cost our taxpayers much less to build because we would not be charged a "pro-rata share of the cost of foundations, structure, roof and exterior walls as well as the electric, plumbing and HVAC equipment and service" of the seven story hotel as required by the current contractual requirement of the Letter of Intent.

A small single story bathroom near West Avenue would not need the massive foundation that a seven story hotel built over a creek would require. I am sure that the City's contractually required "pro-rata share" would not be as unfair as the 50% of the costs for the construction of the very large water and sewer mains to serve the seven story hotel when our bathroom would require less than 1% of such services. However, building our own bathroom on our own land would avoid any disputes about what our fair pro-rata share should be and also make it clearer to persons on the Plaza that this is a public bathroom, not one for the hotel and its guests.

COUNCIL DISCRETION REMAINS

One final note, a committee composed of a single Council Member (Petty), some City Staff and others worked with the architects that presented drawings of possible designs of the civic plaza to the whole City Council. At some point, the ad hoc committee apparently selected the design showing a large building on the south end of the plaza. I stand to be corrected, but I do not remember any design being officially approved by the City Council by a Resolution or other official action. If such Resolution does exist expressing the Council's decision to adopt the design showing the large building on the southern end of the plaza, I would very much like to see it.

Regardless, the design of the plaza was certainly not part of the bond or ballot language for this project which would be the only way to make such design legally enforceable. Therefore, the current City Council retains full authority and discretion to support and authorize either the design presented with the "Letter of Intent," or any other design for the plaza south of the building site already conveyed to Greg House & Ted Belden including no building site on the south side. The allowed height, size, design, location and uses of any building allowed to be built on the southern portion of the plaza clearly remain within the current City Council's discretion and authority.

Received by Wade Abernathy
10/18/22 2:35 pm.

CONNER WINTERS

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MEMORANDUM

To: Susan Norton
Wade Abernathy
Date: October 18, 2022
Re: Letter of Intent with Reindl Properties, Inc. – binding effect

I agree that the Letter of Intent is intended to be a document that is binding on the parties, assuming all conditions are met. The advantage to the City is that it has a written commitment from Reindl to move forward with the project. Otherwise, the City could spend many months working on this project with no commitment from Reindl to build the hotel and he could simply walk away. Likewise, Reindl does not want to spend time and resources pursing the project if the City could walk away at any time.

Just like most agreements, there is the possibility the deal will not work out. For example, the City and Reindl might disagree over the final plans and specifications [Reindl might try to materially alter the proposed design and the City might not approve it], Reindl might not be able to obtain financing, etc. As far as the uses, final plans and specifications, those are subject to the City's approval through the PZD process.

The purpose of the Letter of Intent is to have a document in place that sets forth the material terms of the agreement between the City and Reindl. If there are other terms the Council believes should be included in the document, we can easily add them.

Sincerely,

/s/ Vicki Bronson

Vicki Bronson

The Fayetteville Arts Council

To: Fayetteville City Council

From: The Fayetteville Arts Council: City Council member Sonia Harvey, Arts Council Chair Jessica DeBari 06/30/24, Chloe Bell, Arts and Culture Citizen-at-Large 06/30/25; Abby Hollis, Working Artist 06/30/25, Lara Hightower, Arts and Culture Citizen-at-Large 06/30/25; Robert Stafford, Working Artist 06/30/25; Dwain Cromwell, Working Artist 06/30/23; Emily Miller, Working Artist 06/30/24; Alexandra Vasile, Arts and Culture Citizen-at-Large 06/30/23.

Date: 10/18/2022

Re: AGENDA ITEM
REINDL PROPERTIES, INC.: A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A LETTER OF INTENT DEFINING DEVELOPMENT AGREEMENT TERMS WITH REINDL PROPERTIES, INC. FOR A PUBLIC PRIVATE PARTNERSHIP FOR CONSTRUCTION OF THE MIXED-USE BUILDING PLANNED TO PROVIDE GROUND FLOOR ACTIVE USES FOR THE RAMBLE CIVIC PLAZA ON THE SOUTHERN END OF THE SITE

Comments: The Fayetteville Arts Council met with Rob Sharp this July to discuss arts integration in the planned hotel and civic plaza proposed for construction. The citizens of Fayetteville expect the arts corridor to serve as a cultural space that will enhance quality of life for all our citizens, not just visitors to our city. During our meeting with Mr. Sharp we were pleased that he was receptive to a series of proposed public/private art integrations which will ensure that the hotel and plaza mixed use spaces fulfill citizen's expectations for arts and culture. We are hopeful that some of the ideas discussed will be integrated into the project in a meaningful way.

The first planned integration would be to form a specific "Ramble Hotel Artists Collaborative Committee" within the Arts Council, which would consult and advise on local artists who may display their work in the lobby gallery space of the hotel. A potential artist residency aspect for the hotel was also discussed, and we are eager to drive further discussion of the implementation of such a program. Rotating local artist installations were also discussed for dining spaces.

We discussed the visual need for an artistic endpoint to the water feature of the civic plaza. Mr. Sharp expressed an agreement that this visual endpoint of a sculpture/installation/or fountain would make sense at the west point of the water feature. However, we have not been able to have a follow up meeting about where funding might come from toward purchasing such a piece. It is our recommendation that an artistic feature for this location be integrated in the civic plaza as a part of the final plan.

The final part of the plan which we discussed is programming. We are so pleased that Mr. Sharp is planning to support performing art programming in partnership with and other local performance venues. We are hopeful to see more details about potential performance settings and schedules as an integral part of the mixed-use spaces.

The Fayetteville Arts Council is broadly supportive where development projects enhance and provide opportunities for our local arts community.

Received from Wade Abernathy
10/28/22 at 11:32 am.

CONNER WINTERS

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Fayetteville, AR 72703

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Vicki Bronson | Partner
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FAX 479.587.1426
vbronson@cwlaw.com

MEMORANDUM

To: Wade Abernathy
Susan Norton
Date: October 27, 2022
Re: Letter of Intent with Reindl Properties, Inc. – updated

Attached is an updated Letter of Intent with Reindl Properties, Inc. The primary changes since the previous draft are as follows:

1. Language was added to Paragraph 1 to clarify potential permissible uses and prohibited uses. I say "potentially permissible" because the ultimate construction of the building and permitted uses is subject to City's regulatory processes. Updated language states the building must contain a minimum of one restaurant, café, or coffee shop.
2. Language was added to Paragraph 9(B) and (E) pertaining to the selection of an appraiser or appraisers for the land purchase and the easement property, if necessary.
3. Language was added to Paragraph 9(D) to clarify conditions required for the sale of City's real property to Reindl.
4. Paragraph 11 was revised to provide that Reindl is to complete the City Restrooms to a "white box" finish, with the City responsible for finish out by a contractor of its choosing.
5. Language was added to Paragraph 12 to clarify the City retains control of the Plaza and stage.
6. Language was added to Paragraph 16 to "beef up" the point that either party may terminate the Letter of Intent if the other party does not substantially comply with its obligations under the agreement.
7. Paragraph 18 was added to clarify the Letter of Intent may be modified by written agreement of the parties.

Let me know if you have any questions or need additional information.

Sincerely,

/s/ Vicki Bronson
Vicki Bronson

Received from Wade Abernathy
10/28/22 at 11:32 am.

LETTER OF INTENT, CIVIC SPACE AT THE CULTURAL ARTS CORRIDOR, MIXED USE BUILDING

Background:

On April 9, 2019, the voters of the City of Fayetteville ("City") approved a bond issue for the Cultural Arts Corridor (recently renamed the Ramble) in downtown Fayetteville. The Ramble design for the Civic Space at the southwest corner of Dickson Street and West Avenue consists of a gathering and event lawn, community plaza, garden spaces, a public promenade and building sites on the plaza. The southern anchor building site was proposed to support and enhance the experience of the Civic Plaza, to provide community benefit, to frame the view of the Civic Space and to generate tax revenues. On October 26, 2021, the City accepted Request for Proposals for the design and construction of innovative development proposals for the southern anchor building. The City Selection Committee selected Reindl Properties Inc. ("Reindl") to implement the vision of a southern anchor building that is both beautiful and of exceptional architectural quality, material, and urban design befitting this extraordinary location.

This document describes an agreement between the City and Reindl regarding that property on the south end of the Civic Space adjacent to West Avenue and Spring Street, in the approximate location reflected on Exhibit G ('the "Property"), the exact legal description of which to be determined by a survey and final agreement of the parties. The basic terms of the agreement are as follows:

1. The Building:

A. Reindl will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, including a minimum of one restaurant, café, or coffee shop. The Building may include additional uses as necessary to meet the financial goals of the project. The following Use Units may be allowed, subject to the City's prior approval in conjunction with the City's processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

B. Notwithstanding the foregoing paragraph, the following uses will not be permitted on the Property (the "Prohibited Uses"): crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory; fraternity/sorority housing; and slot car track. Any deed from the City conveying the Property to Reindl will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

C. As befits its prominent location, the Building will be a substantial and attractive building. The building design and site development will be subject to City's development review process,

ordinances, and rules. The final building design, plans and specifications, including but not limited to exterior finishes is subject to City Council approval. Nothing in this Letter of Intent is intended to or may be construed as a waiver of any of City's ordinances, rules, or regulations.

D. The Building will have three primary facades; one facing the Civic Plaza to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

E. The Building shall be designed and built in substantial compliance with the drawings on the attached Exhibits A, B and C which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibits A, B, and C is subject to additional City Council approval.

2. The Location:

The Building will be located at the south end of the Civic Space as shown in Exhibits D and E. The indoor-outdoor relationship of the Building to the Civic Plaza will demonstrate sensitivity and engagement towards the Civic Plaza to the north, the West Avenue Promenade to the east, and to the Metro Building to the south. Exhibit G identifies the approximate Building location on City property, however the exact legal description of the property to be conveyed from the City to Reindl, as further described in Paragraph 9, will be determined by a land survey, the cost of which will be shared equally between the City and Reindl.

3. Ground Floor Activity:

Ground floor uses at the Building shall be open and inviting to the general public. The operating plan and design for the ground floor activity shall support activation of the Civic Plaza. It is anticipated that bar, restaurant, café, and retail uses will be included. Hotel lobby shall be designed to be open and inviting. Refer to Exhibit F for a diagrammatic floor plan showing the location of these uses.

4. Public Benefit:

In addition to increasing the beauty and liveliness of the Civic Space, the Building containing a hotel will also have a substantial fiscal impact for the City. A project of this scale, over a 10-year period, would provide approximately $3.5 million to the Fayetteville Public School System and approximately $3.3 million to various City operations such as the library, police and fire departments, roads, and general fund.

During construction, Reindl will make a good faith effort to purchase building supplies locally to increase sales tax revenues for the City.

5. Benefit to Local Merchants and Downtown Business Owners:

A project of this scale will attract visitors to the downtown. Hotel guests will eat, shop, and play in the area. In addition, Reindl has a proven track record in recruiting and retaining local entrepreneurs, which provides both an economic benefit to small business enterprises and enhances local character.

6. Parking:

Hotel uses are ideal for a smart parking strategy. Valet parking is the best and most convenient way to address the matter. This allows remote storage of cars off-site. Once parked, a hotel guest in this location has access to the University of Arkansas, Dickson Street Entertainment District, Downtown Square, Razorback Greenway, Walton Arts Center, TheatreSquared, and multiple restaurant and shopping opportunities; all within a short walk. Personal mobility devices, such as electronic scooters, can boost the range of the hotel guests. Superb bicycle infrastructure is already in place.

At many times of the day, existing City parking resources are underutilized. The hotel will create parking demand for those off-peak times and will be a significant revenue source for the City's parking resources. Reindl will provide basement level parking in the Building with capacity of a minimum of 32 parking spaces.

City agrees to lease or provide access to City's excess parking spaces to Reindl per current market rates. Reindl is responsible for setting up valet parking services and encouraging the use of valet parking so that hotel guests do not add pressure to existing parking loads in the Dickson Street Entertainment Zone. Reindl will continue to pursue the purchase or lease of off-site parking for the Building. Prior to executing and as a condition of entering into the land purchase agreement, Reindl will have parking agreements in place that comply with City code sections 172.05 and 156.03C(5) and as are deemed sufficient by City.

7. Loading and Solid Waste:

Reindl will provide areas for loading, recycling, and solid waste receptacles on the west side of the Building. No loading, waste removal, or recycling will be done from West Avenue or any other public street.

8. Sustainability:

A. Sustainability has been a core goal of the Cultural Arts Corridor as demonstrated by the City's efforts at making this project the first SITES Certified project in Arkansas. Reindl proposes a furtherance of this sustainability commitment by constructing a healthy, efficient, and durable building on the Civic Plaza.

B. Indoor air quality is a critical aspect of the design, particularly in light of recent health challenges. Proper indoor finish selection and air filtering are vital to the success of any new building, particularly one that involves hospitality and lodging. Reindl will implement the use of design and sufficient air filtering to promote indoor air quality in the Building.

C. Another important characteristic is an efficient building envelope. Keeping water and air out and creating a good thermal barrier is critical. Reindl commits to an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. Reindl will implement the use of smart energy-management systems to decrease energy use in the Building. Smart systems will be installed to avoid heating and cooling vacant rooms.

D. The most sustainable aspect of a building is to construct and detail for a long life. A building that lasts several hundred years is superior to one that has a design life of a few decades. The simplicity of the proposed Building design as reflected on Exhibits A, B, and C, is rational and straightforward and will be easy to maintain far into the future.

9. Land Purchase:

A. Reindl will purchase the Property for the Building from City in the approximate location as reflected on Exhibit G.

B. The purchase price for the Property shall be the fair market value for the Property as determined by a third-party real estate appraiser to be selected by both parties. If the parties cannot agree on an appraiser, then each party will select an appraiser and the two selected appraisers shall select a third appraiser. In that event, the purchase price for the Property will be the average of the three appraised values.

C. Costs of the appraisal(s), surveys, and closing costs shall be split evenly between Reindl and City and listed on the settlement statement at closing.

D. A real estate contract will be entered into to formalize the real estate transaction once appraisals, surveys, and market studies have been completed. Closing on the Property is specifically subject to the following conditions: (1) Reindl to have obtained a Building Permit from City that complies with the terms and intent of this Letter of Intent and pursuant to City's processes and procedures for considering and approving PZDs; (2) Reindl shall have complied with all other terms and conditions of this Letter of Intent; and (3) the parties' agreement on the form of the real estate contract.

E. Reindl shall convey real property or grant perpetual easements across real property to City for construction of public walking and biking trails. The consideration for Reindl's property transfer or grant of perpetual easements to City shall be either (1) the fair market value of the real property transfer or perpetual easements determined by a third-party appraiser to be selected by both parties, which shall be deducted from the Purchase Price at Closing, or (2) City will grant Reindl, at Reindl's request, an easement on City owned property, or (3) the option to purchase City property adjoining the development at a restricted use price. To the extent an appraisal is required under this paragraph, the appraised value of the easement(s) shall be included in the appraisal(s) conducted pursuant to Paragraph 9(B).

F. City and Reindl will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. Costs of those improvements and agreement as to which costs will be paid by City and which will be paid by Reindl shall occur prior to entering into the real estate purchase contract and shall be a condition of the real estate contract.

G. Closing on the land purchase transaction will occur within a reasonable time after execution of the real estate contract as agreed between the parties.

10. Infrastructure:

A. Infrastructure costs that will benefit both City and Reindl, such as extending water and sanitary sewer to the Building site, shall be evenly split between Reindl and City. Any infrastructure cost for the sole benefit of the Reindl will be at its own expense.

B. The City will assist Reindl in coordinating burial of overhead power lines and may, at its sole discretion, choose to share a portion of this cost.

C. Reindl will work with electrical, cable, telephone, and gas utilities to provide and extend service to the Building site. City will reasonably cooperate to provide utility easements if necessary.

11. Restrooms and stage support space:

A. The Building shall contain, at street level, publicly accessible restrooms to serve trail and other public space users (the "City Restrooms"). All City Restrooms must comply with the Americans with Disabilities Act. Access to the City Restrooms shall be from the Frisco Trail.

B. The Building shall also contain at street level a "back of house" space to be used by event organizers.

C. Reindl shall be responsible for the construction of the City Restrooms to a "white box" finish and storage space, however, City shall have oversight of the design of the City Restrooms and storage space.

D. The City Restrooms and stage storage space shall be a minimum of 1,600 square feet. Public restrooms shall face and be accessible from the Razorback Greenway. Stage support space shall be located proximate to the outdoor stage immediately north of the Building.

E. The costs of construction of the City Restrooms as a white box finish and the storage space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical, plumbing, and HVAC equipment and services, and all interior finishes, doors, hardware, and other elements desired by the City shall be paid for by the City, and deducted from the Purchase Price at Closing of the real estate transaction. Reindl is responsible for completing and delivering the City Restrooms in a white box finish and City is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

F. City shall have the exclusive use, control, possession, and right to the City Restrooms and storage space pursuant to a perpetual exclusive easement granted by Reindl, the form of which must be agreed prior to entering into the real estate contract described in paragraph 9.

G. Reindl will provide separate public restrooms for the use of patrons of the Building at its sole expense, in accordance with City's ordinances, rules, and regulations.

12. Adjacent Exterior Features:

NBW, City's landscape design architects, will prepare a landscape design for the north and east sides of the Building and Reindl shall implement and install landscaping on property that is owned by Reindl in accordance with NBW's landscape plan. Use of the exterior spaces shall be coordinated between Reindl and City, anchor institutions adjacent to the land, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the City to represent its interests in creating a lively and attractive park. Use agreements shall be developed to ensure that Building's ground floor uses support the activation of the Civic Plaza. Each party shall be responsible for the maintenance of exterior spaces and landscaping on property it owns. City retains complete control of the Plaza and stage. No use of the Plaza or stage is guaranteed; Reindl may seek permission to use the Plaza or stage utilizing the City's processes as required by any member of the public.

13. Opportunities for Public Art:

Reindl shall provide locations for public art display at the Building. Public art shall be coordinated between Reindl and local arts organizations, including any groups selected by City to represent its interests in creating opportunities for public art.

14. Public Communication and Outreach Event:

In keeping with the open and transparent Cultural Arts Corridor design process, Reindl shall present the design of the Building to anchor institutions and the general public for additional review and comment. Such presentation shall occur within 4 weeks of acceptance of this Letter of Intent.

15. Development Review Process:

Once financing has been secured for the project, but no later than July 1, 2024, Reindl shall submit the Building plans and specifications to the City of Fayetteville's development review process and Building Permit review. To allow an enhanced level of scrutiny, and to address the unique aspects of this site, this project will be submitted as a Planned Zoning Development (PZD), which will document the specific development strategies and design standards that are shown in this document. The PZD process allows review of the project at the level of planning staff and the Planning Commission. At the final step of the PZD process, the full project will be brought back to City Council for review and approval. At both Planning Commission and City Council, members of the public are allowed and encouraged to ask questions of the developer and to comment upon the proposal.

16. Termination Clause:

If Reindl does not secure a Building Permit for the Building within twelve (12) months of substantial completion of City's Civic Space, then this Letter of Intent and all agreements pertaining to this Letter of Intent shall be null and void and neither party shall have any obligations to the other party. In addition, if either party does not substantially comply with the terms and conditions of this Letter of Intent, the other party may, at its sole discretion, declare this Letter of Intent null and void, and neither party shall have any obligations to the other party.

17. City of Fayetteville Right to Buy Back Land

Should Reindl not commence construction of the Building within sixty (60) days of City issuing a Building Permit or should Reindl not complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then City at its sole discretion shall have the right to buy back the land, and any improvements made as of that date. The purchase price City will pay Reindl will be the original Purchase Price Reindl paid City, plus the fair market value of the completed improvements as determined by a third-party real estate appraiser, less all amounts paid by City for construction or construction estimates for the City Restrooms and storage space. The provisions for selection of appraisers contained in Paragraph 9B also apply to this Paragraph.

18. Modification.

The terms and conditions of this LOI may be amended at any time prior to any conveyance of the

Property to Reindl by a writing executed by both parties.

CITY OF FAYETTEVILLE

BY: Lioneld Jordan 11-1-22

Lioneld Jordan, Mayor, City of Fayetteville Date

Attest:

Kara Paxton 11/01/22

City Clerk Treasurer Date

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

REINDL PROPERTIES, INC.

By

Brian Reindl, President, Reindl Properties, Inc. Date

EXHIBIT A: VIEW OF HOTEL FROM WEST AVENUE



EXHIBIT B: VIEW OF HOTEL FROM CIVIC SPACE



EXHIBIT C: EXTERIOR MATERIAL AND DETAIL DIAGRAMS FOR THE HOTEL



VIEW FROM NORTHEAST



VIEW FROM NORTHWEST

EXHIBIT C, continued: EXTERIOR MATERIAL AND DETAIL DIAGRAMS FOR THE HOTEL



VIEW FROM SOUTHEAST



EXHIBIT D: AERIAL VIEW OF HOTEL FROM THE NORTHEAST

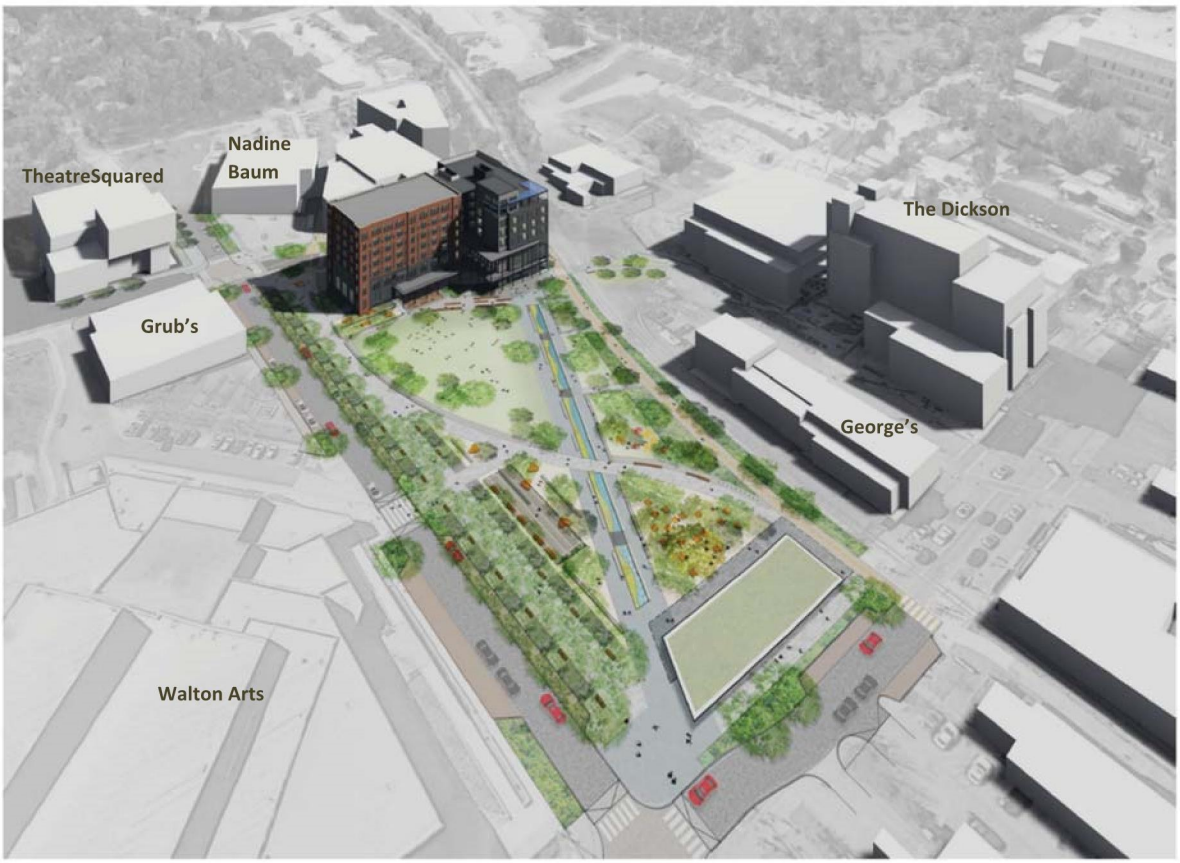
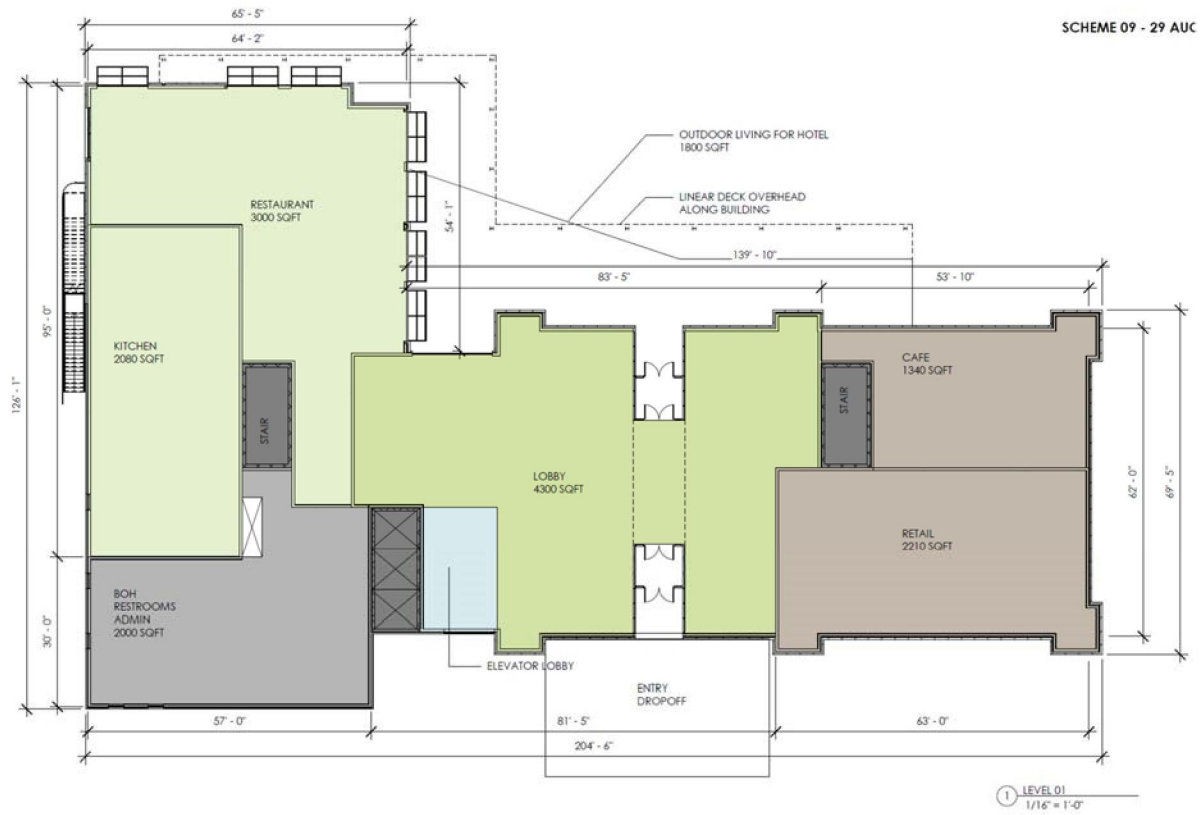


EXHIBIT E: CONCEPTUAL SITE PLAN, PRELIMINARY DESIGN, SHOWING HOTEL AT SOUTH END OF CIVIC SPACE

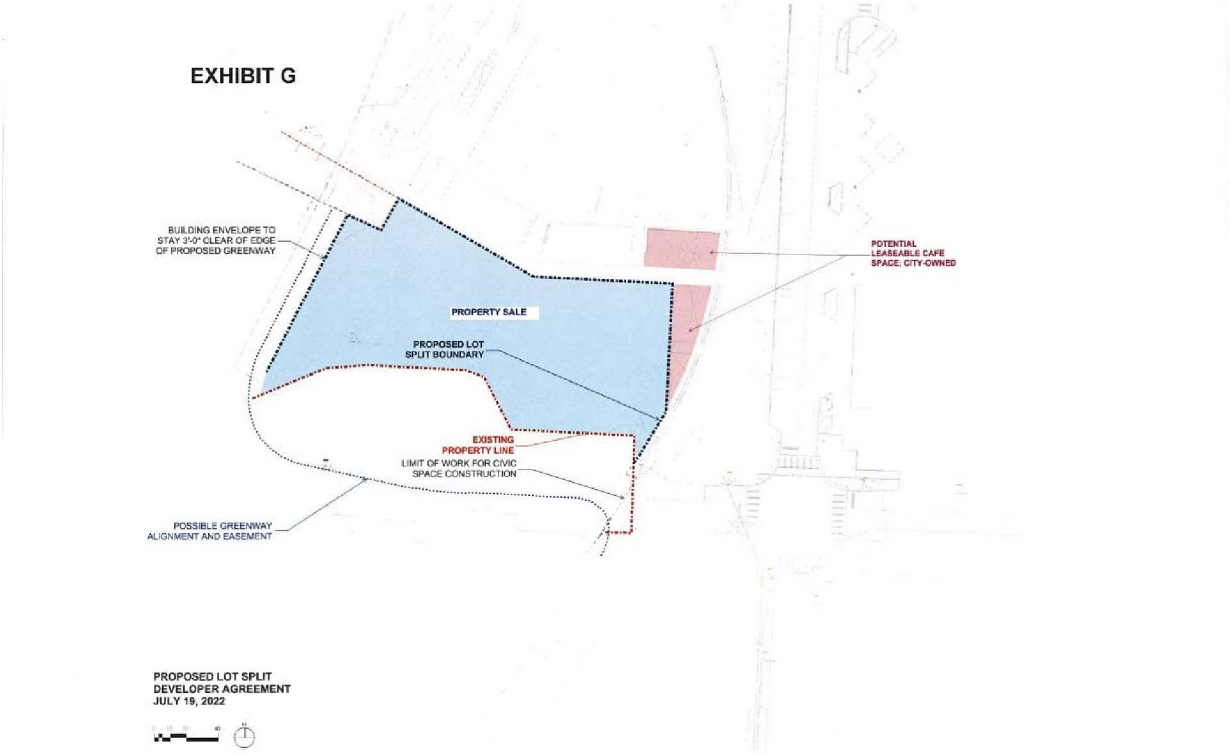


EXHIBIT F: DIAGRAMMATIC PLAN OF GROUND FLOOR SPACES



SPRING STREET SIDE

EXHIBIT G


EXHIBIT G
BUILDING ENVELOPE TO STAY 3'-0" CLEAR OF EDGE OF PROPOSED GREENWAY
PROPERTY SALE
PROPOSED LOT SPLIT BOUNDARY
POTENTIAL LEASEABLE CAFE SPACE; CITY-OWNED
EXISTING PROPERTY LINE
LIMIT OF WORK FOR CIVIC SPACE CONSTRUCTION
POSSIBLE GREENWAY ALIGNMENT AND EASEMENT
PROPOSED LOT SPLIT
DEVELOPER AGREEMENT
JULY 19, 2022

Received by City Attorney Kit Williams
10/31/22 at 12:53 pm.

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Kara Paxton,** City Clerk/Treasurer
Susan Norton, Chief of Staff
Wade Abernathy, Facilities Management Director

FROM: **Kit Williams**, City Attorney

DATE: **October 31, 2022**

RE: Council Member Sarah Bunch's question answered

Why did the City receive only one response to our Request For Proposals to construct a building on the south end of the Plaza?

Council Member Bunch's question deserves a direct answer as negotiations on Mr. Reindl's proposal continue.

A year and a half or so ago, I heard that staff was considering issuing a Request For Proposals (RFP) for a potential building on the southern end of Walton Arts Center Parking Lot as part of the Plaza. I had already seen designs or plats that showed that Mr. Reindl owned the abutting property south of the building site which would be essential for access to any commercial building by food service and garbage trucks. No other independent entity could access this building through Mr. Reindl's property. Thus, an RFP process would be an exercise in futility as only Mr. Reindl could feasibly make a proposal.

It could hardly have been a surprise when the Administration did submit a Request For Proposals that only Brian Reindl submitted a proposal. In order to allow anyone else an opportunity to realistically submit a proposal for development, the site of building would need to abut city right-of-way (West Avenue) just as the other building on the Plaza abuts Dickson Street. This does not mean that the City Council cannot negotiate a mutually beneficial development contract with Mr. Reindl even though no other developer can reasonably develop at that most southern cite.

Received by Joanna Bell
11/01/22 at 10:58 am.

The Fayetteville Arts Council

To: Fayetteville City Council

From: The Fayetteville Arts Council: City Council member Sonia Harvey, Arts Council Chair Jessica DeBari 06/30/24, Chloe Bell, Arts and Culture Citizen-at-Large 06/30/25; Abby Hollis, Working Artist 06/30/25, Lara Hightower, Arts and Culture Citizen-at-Large 06/30/25; Robert Stafford, Working Artist 06/30/25; Dwain Cromwell, Working Artist 06/30/23; Emily Miller, Working Artist 06/30/24; Alexandra Vasile, Arts and Culture Citizen-at-Large 06/30/23.

Date: 10/31/2022

Re: AGENDA ITEM
REINDL PROPERTIES, INC.: A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A LETTER OF INTENT DEFINING DEVELOPMENT AGREEMENT TERMS WITH REINDL PROPERTIES, INC. FOR A PUBLIC PRIVATE PARTNERSHIP FOR CONSTRUCTION OF THE MIXED-USE BUILDING PLANNED TO PROVIDE GROUND FLOOR ACTIVE USES FOR THE RAMBLE CIVIC PLAZA ON THE SOUTHERN END OF THE SITE

Comments:

Below is a correspondence sent to Mr. Rob Sharp from the Fayetteville Arts Council:

Mr. Sharp,

Thank you again for taking the time to meet with the Fayetteville Arts Council about your intended hotel project as part of the arts corridor plaza.

We acknowledge the language incorporated in the letter of intent “Reindl shall provide locations for public art display at the Building. Public art shall be coordinated between Reindl and local arts organizations, including any groups selected by City to represent its interests in creating opportunities for public art.”

Since listening to excerpts from the previous City Council meeting, we understand now that this letter of intent will function as a contract. For that reason, we would like to request that you incorporate more specific language about the role art will play in the planned structure. Since the bond project was pitched to the public as being focused on developing the arts ecosystem here, we feel that it is our role to ensure that art does become a part of the function of structures being installed in the arts corridor. This should not be an impediment to success, but rather a buoy. We have the example right here, with 21C Hotel, that if you make art the focus for a hotel, it can make it a destination in its own right.

There are some key takeaways from our discussion which we are hopeful that you will include in the next iteration of your project going before city council. Specifically, we would want to make sure that Reindl does not just provide a location for public art display, but fully incorporates a space with gallery lighting, a small annual budget percentage toward local artists installations or residencies, and staff dedicated to proper handling and hanging of work. The Fayetteville Arts Council can offer our volunteer time by forming a subcommittee which will evaluate work for installation, but our hope is that Reindl can match that with hours from their staff for handling, installation, and de-installation of work. We also feel that it would be appropriate to ask that a minimum of 4 installations happen each year, with 4 accompanying openings. We would also like to request that more specific language be incorporated regarding where visual art and performing arts will be incorporated in the building.
Regarding the lack of a visual endpoint for the water feature in the plaza leading up to the hotel, we are hopeful it is possible to incorporate language about a public/private funded partnership toward

installing a sculptural piece at that point. If the city's arts and culture department can procure an amount toward that piece, we would ask that Reindl promise to make a matching contribution.
The final point we believe needs to be addressed is parking. This was the sticking point that came up which stalled approval. Although it is not specifically arts related, we see the impact that it would have on the two large scale performing art spaces on West. We do feel that it would be beneficial to future arts programming at this site if the hotel did include a shuttle to and from nearby parking garages as part of its overall operating budget which could be offered to patrons who would like to see current exhibits at the hotel or used for guests on heavy booking weekends.

Thank you so much for all of the hard work you are doing. We realize that this is a difficult process, but we are confident that if the arts become an integral part of the function of the hotel it will elevate the hotel's success and impact in the community.

Thank you,

Fayetteville Arts Council

Received by City Attorney Kit Williams
11/01/22 at 12:46 pm.

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Kara Paxton,** City Clerk/Treasurer
Susan Norton, Chief of Staff
Wade Abernathy, Facilities Management Director
Vicki Bronson, Attorney

FROM: **Kit Williams**, City Attorney

DATE: **November 1, 2022**

RE: Improvements to "Letter of Intent"

I would like to thank Attorney Vicki Bronson for her proposed improvements to the initial "Letter of Intent." I did not receive a copy until I returned to work on Monday. This new proposal is an improvement and certainly provides more clarity in paragraph 1. The Building A.

However, when it comes to outdoor amplified music, I recommend that the City Council maintain for itself the full discretion for the hours, days and volume to be allowed (if any). Citizens visiting this expensive Cultural Arts Plaza could be adversely affected by outdoor amplified music played by the hotel or its restaurants even if limited to the Noise Ordinance maximums.

I recommend removing "Outdoor Music Establishments" from paragraph 1. A. and creating a new 1. B. (and renumbering the remaining subsections) to read as follows:

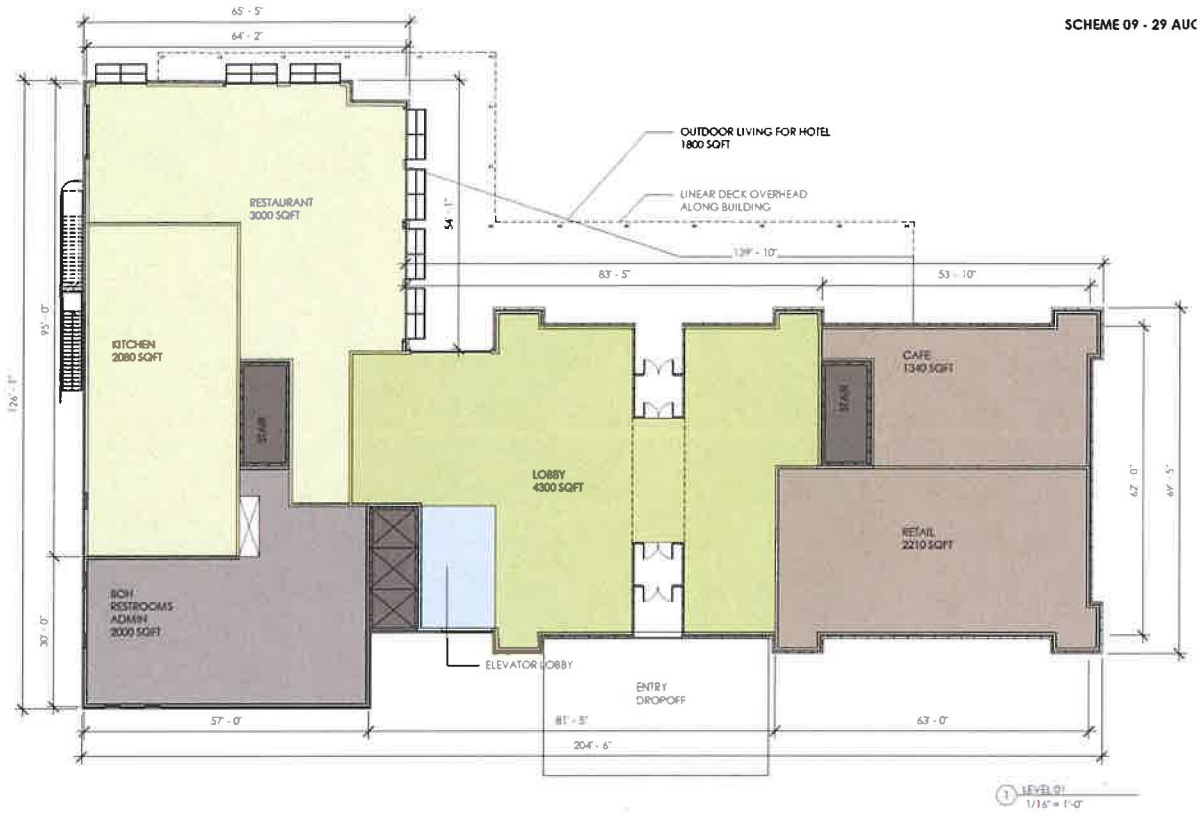
"B. The Fayetteville City Council retains the contractual and legislative right now and continuing after any conveyance of the Property through a deed restriction to prohibit or to permit within regulated limitations any hotel, restaurant, coffee shop, bar or business of or in the proposed Building related to the playing of amplified music or sounds audible on the Plaza on the days and times which, in the City Council's sole discretion, are in the best interest of the citizens of Fayetteville. This is not to be construed as a Condition Use Permit normally administered by the Planning Commission pursuant to the *Unified Development Code*. The City also retains the right to permit itself or others to play amplified music or sounds audible on the Plaza."

If this would be administered as a Conditional Use Permit rather than a contractual right or deed restriction, any denial or approval of a permit could be easily appealed to Circuit Court for a judge or jury to exercise very broad discretion to decide when outdoor amplified music could be played. The City Council's preferences, determination, and decision on such normal Conditional Use request would be basically ignored and irrelevant if the Condition Use Permit is appealed to Circuit Court. I believe this Plaza is too important and its protection too vital to allow any entity but our elected City Council to control outdoor amplified music to protect the Plaza's audible environment for our citizens visiting and enjoying the Plaza.

I also recommend that rather than accepting a weak commitment in the proposed amended Letter of Intent "of one restaurant, café, or coffee shop," the Council should require at least what Mr. Reindl offered in his Exhibit F: "Diagrammatic Plan of Ground Floor Spaces." (attached) Mr. Reindl's Exhibit shows a 3,000 square foot restaurant, a 2,000 square foot kitchen and a 1,340 square foot café. The only real interaction that most Fayetteville citizens visiting the Plaza will likely have with this proposed seven story building are its ground floor restaurants. Will Mr. Reindl not at least promise to construct the two restaurants that he showed on his own exhibit? I would delete the new one restaurant commitment and replace that language with, "include at least the restaurant, kitchen, and café substantially the size and location as shown on Exhibit F." Is that too much to ask?

The parking issue has yet to be really solved. Allowing event space in the Building could more than double this parking problem. The Walton Arts Center, TheatreSquared, and the new Fayetteville Public Library all have modern, quality event space nearby in the Entertainment District. Why allow an additional, competing event space to be built on the Plaza with no parking and probably to the detriment to existing non-profit and public library event spaces?

EXHIBIT F: DIAGRAMMATIC PLAN OF GROUND FLOOR SPACES



SPRING STREET SIDE

LETTER OF INTENT, CIVIC SPACE AT THE CULTURAL ARTS CORRIDOR, MIXED USE BUILDING

Background:

On April 9, 2019, the voters of the City of Fayetteville ("City") approved a bond issue for the Cultural Arts Corridor (recently renamed the Ramble) in downtown Fayetteville. The Ramble design for the Civic Space at the southwest corner of Dickson Street and West Avenue consists of a gathering and event lawn, community plaza, garden spaces, a public promenade and building sites on the plaza. The southern anchor building site was proposed to support and enhance the experience of the Civic Plaza, to provide community benefit, to frame the view of the Civic Space and to generate tax revenues. On October 26, 2021, the City accepted Request for Proposals for the design and construction of innovative development proposals for the southern anchor building. The City Selection Committee selected Reindl Properties Inc. ("Reindl") to implement the vision of a southern anchor building that is both beautiful and of exceptional architectural quality, material, and urban design befitting this extraordinary location.

This document describes an agreement between the City and Reindl regarding that property on the south end of the Civic Space adjacent to West Avenue and Spring Street, in the approximate location reflected on Exhibit G ('the "Property"), the exact legal description of which to be determined by a survey and final agreement of the parties. The basic terms of the agreement ~~would~~ are ~~be~~ as follows:

1. The Building:

A. Reindl will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, including a minimum of one restaurant, café, or coffee shop. Reindl's intent is to use the Building primarily for a hotel, however, ~~T~~the Building may include other uses as necessary to meet the financial goals of the project. The following Use Units ~~will~~ may be allowed, subject to the City's prior approval ~~City's approval~~ in conjunction with the City's processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

B. Notwithstanding the foregoing paragraph, the following uses will not be permitted on the Property (the "Prohibited Uses"): crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory; fraternity/sorority housing; and slot car track. Any deed from the City conveying the Property to Reindl will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of ____ years.

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~~B.~~C. As befits its prominent location, the Building will be a substantial and attractive building. The building design and site development will be subject to City's development review process, ordinances, and rules. The final building design, plans and specifications, including but not limited to exterior finishes is subject

Received by Rob Sharp through
Susan Norton 11/01/22 at 2:10 pm.

Questions Regarding Civic Plaza Hotel

As of 1 November 2022

Where does the $50,000,000 Project Cost number come from?

Answer: Please refer to attached document *Estimated Project Cost*, which has been compiled by Robert Sharp from discussions with Reindl Properties, Windsor Aughtry and C R Crawford.

1. Can delivery, emergency, and solid waste vehicles access the hotel building?

   Answer: Please refer to attached diagram *Turning Radius and Access Diagram.* Also, deliver vehicles, solid waste, and moving vans currently access the site on a regular basis.

2. Who would be the architect for the hotel portion of the project?

   Answer: At this point our short list is

   Renaissance Group, located in Memphis Tennessee
   https://rgroup.biz/

   BGKT Architects , located in Memphis Tenneessee
   https://bgktarchitects.com/

   LPB Architects, located in Atlanta Georgia
   http://www.lpbatlanta.com/

3. What brand of hotel will this be?

   Answer: We have not selected a brand at this time. The hotel will be of good quality and the exterior design and public spaces of the hotel will be of exceptional quality as shown in the renderings and exhibits. Exterior materials and details have been carefully documented to assure the quality of the proposed building.

4. What is the capacity of the Meeting Rooms?

   Answer: After discussions with our consultants, we have determined that we need to be able to accommodate an event of 200 seated people. This requires about 4,000 square feet of space for the ballroom and ancillary spaces.

5. What is the restaurant service schedule? How many meals will be served?

   Answer: The service schedule, décor, and menu have not be determined. The Downtown and Entertainment District have multiple dining options that already exist. We will work to complement the existing culinary scene.

6. Will there be a Fitness Center or Swimming Pool?

   Answer: There will be a Fitness Center. There will not be a Swimming Pool

7. What would be the Parking Requirements for this building if Fayetteville required commercial uses to provide parking?

   Answer: Please refer to attached document showing Maximum Parking Allowed as per the Unified Development Code

8. How will employee parking be managed.

   Answer: The managers of the hotel will participate in any Downtown or Entertainment District employee parking program. We understand that encouraging and facilitating employee parking out of the "hot box" is good business.

9. How will the Valet Parking program work?

   Answer: We have proposed an agreement with the City of Fayetteville to lease spaces from them that are under-utilized. During the week, the Spring Street parking structure has excess capacity. During the

weekend, the downtown has excess parking capacity, particularly on Mountain and Rock Street Lots. Reindl Properties will create a valet parking program that will move the cars as necessary. The success of the hotel depends upon accommodating guests that arrive by car. Please refer to *Valet Parking Diagram,* attached to this document.

10. Does the City of Fayetteville have design authority over the Public Restrooms?

    Answer: Yes.

11. Will Reindl Properties have their own Landscape Architect?

    Answer: They will have their own Landscape Architect and Civil Engineer. These professionals have not been selected yet.

12. Who will pay to construct the bicycle trail? Who will pay for the easements for the bicycle trail?

    Answer: The Letter of Intent states that the City of Fayetteville will construct the trail and pay for the easement. The original RFP showed the bicycle trail being built on public property within the Civic Plaza. Reindl Properties has proposed selling an easement that would allow the bicycle trail to be built on its property so that the park could be expanded. Please see attached diagram from the RFP.

13. Who will operate the hotel?

    Answer: A management company has not been selected at this time. We are leaning heavily towards Hospitality America, Windsor Aughtry's management partner.

14. Does Reindl Properties have a contract with Windsor Aughtry at this time?

    Answer: There is not an agreement at this time. Once the Letter of Intent is accepted by the City of Fayetteville, agreements with professionals, consulants, and investment partners can be pursued.

15. How many jobs will be created by the hotel?

    Answer: We estimate the following number of jobs will be created by the hotel:

    45 employees total

    20-25 employees for am shift

    8 employees for pm shift

    2 employees for overnight

16. Where will trash and recycling be located? What about loading facilities:

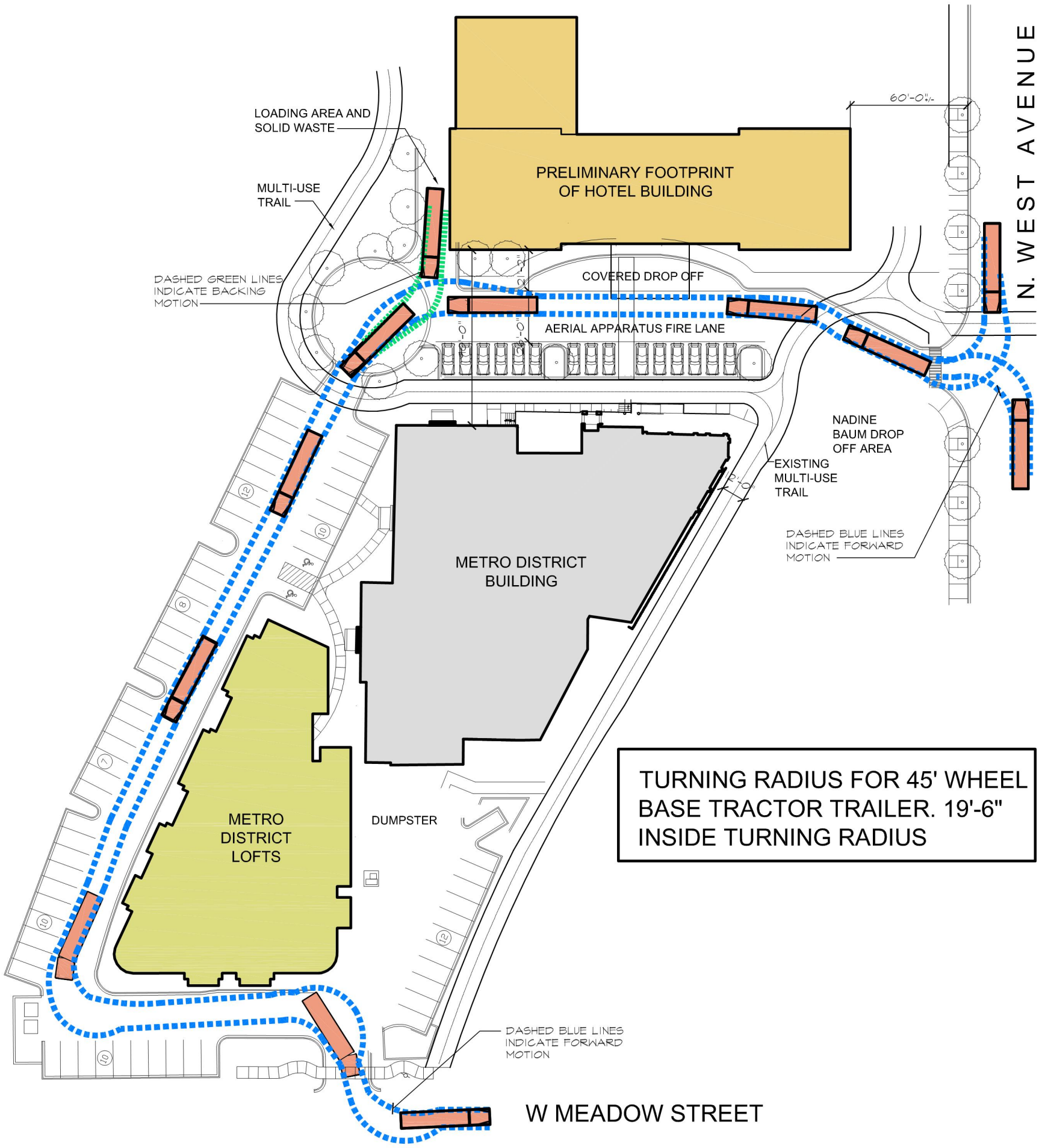
    Answer: These service areas will be located on the west side of the hotel building. These areas are below the level of the bicyle trail and will be screened from view.

17. How will the hotel effect the Upper Ramble in terms of shade?

    Answer: Please refer to attached document Sun Study for seasons of the year and times of day.

Estimated Project Cost, Civic Plaza Hotel

Hotel Rooms, Lobby, and Support Spaces	134 rooms	$	400.00	per sq ft	642 sq ft per room	86,028	sq ft	$ 34,411,200.00
Meeting Rooms, associated spaces		$	300.00	per sq ft		4,000	sq ft	$ 1,200,000.00
Restaurant, Café, and Bar		$	400.00	per sq ft		4,350	sq ft	$ 1,740,000.00
Lease Spaces, Ground floor and Upper Levels		$	250.00	per sq ft		18,000	sq ft	$ 4,500,000.00
Total Project Area						**112,378**	sq ft	
Basement Parking	32 stalls	$	50,000.00	each				$ 1,600,000.00
Total Building Construction Cost								$ 43,451,200.00
Architecture, Engineering, Testing								$ 1,000,000.00
Fixture Finishes and Equipment (FF&E)								$ 3,550,000.00
Land Cost								$ 3,000,000.00
Project Cost								**$ 51,001,200.00**



1 TURNING RADIUS AND ACCESS DIAGRAM

SCALE: 1" = 60'-0"

CIVIC PLAZA HOTEL

COURTYARD BUILDING & BLOCK LLC
100 W. CENTER ST. STE 300
FAYETTEVILLE AR 72701
PHONE: 479.442.0229 E-MAIL: rob@sharparch.net

Maximum Parking Allowance, Civic Plaza Hotel

Hotel Rooms, Lobby, and Support Spaces	134	rooms	1	per Guest Room			134.00	parking stalls
Meeting Rooms, associated spaces	200	seats	0.25	stalls per seat	50	75%	37.50	parking stalls
Restaurant, Café, and Bar	4,350	sq ft	100	sq ft per stall	44	75%	32.63	parking stalls
Lease Spaces, Ground floor and Upper Levels	18,000	sq ft	250	sq ft per stall			72.00	parking stalls
Gross Parking							**276**	parking stalls
Transit Proximity Reduction						15%	-41.42	parking stalls
Bicycle Parking Reduction						10%	-27.61	parking stalls
Motorcycle and Scooter Parking						10%	-27.61	parking stalls
Maximum Parking Allowed							**179**	parking stalls
Basement Parking							32.00	parking stalls
Off Site / Valet Parking							**147**	parking stalls

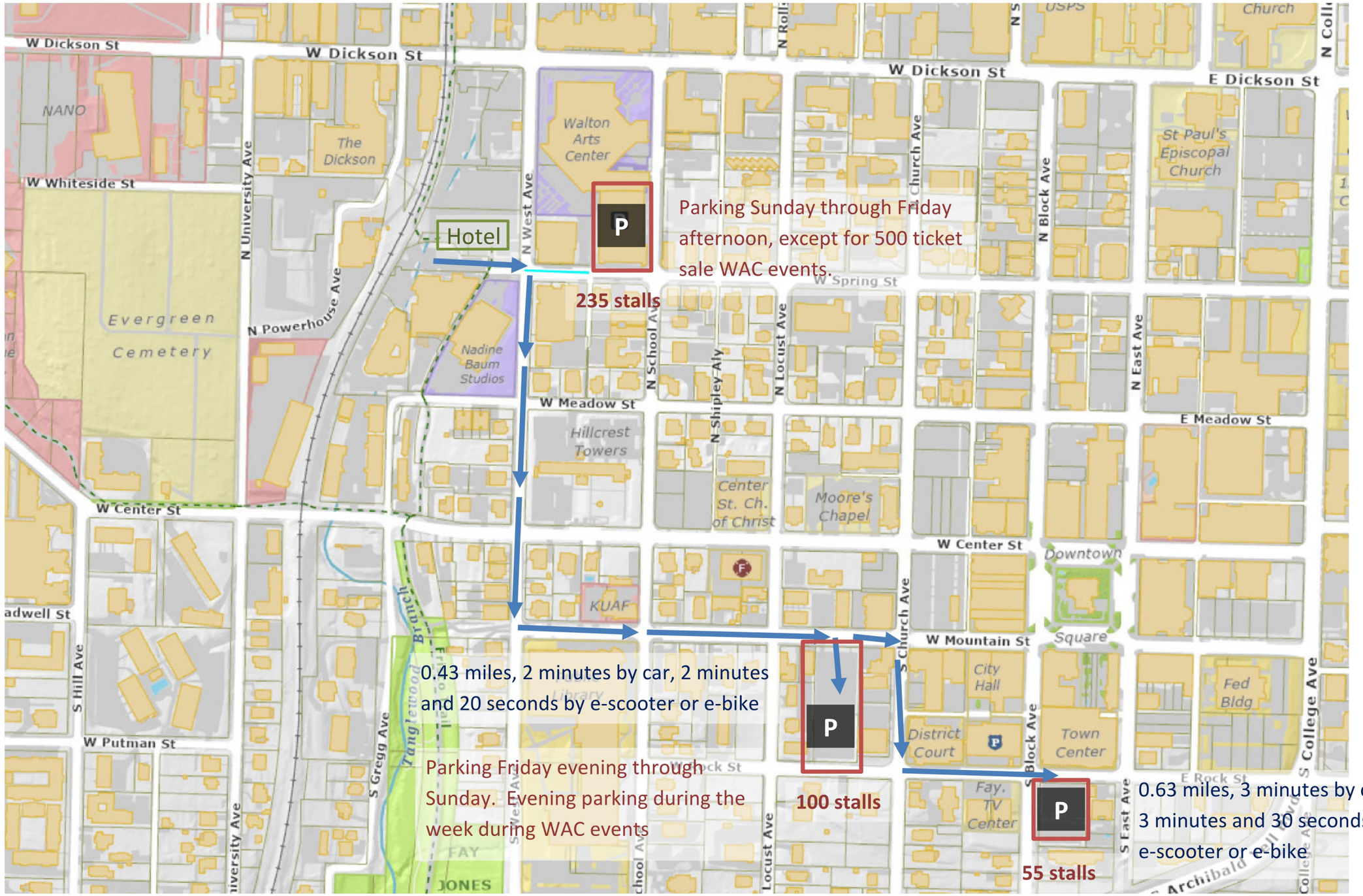
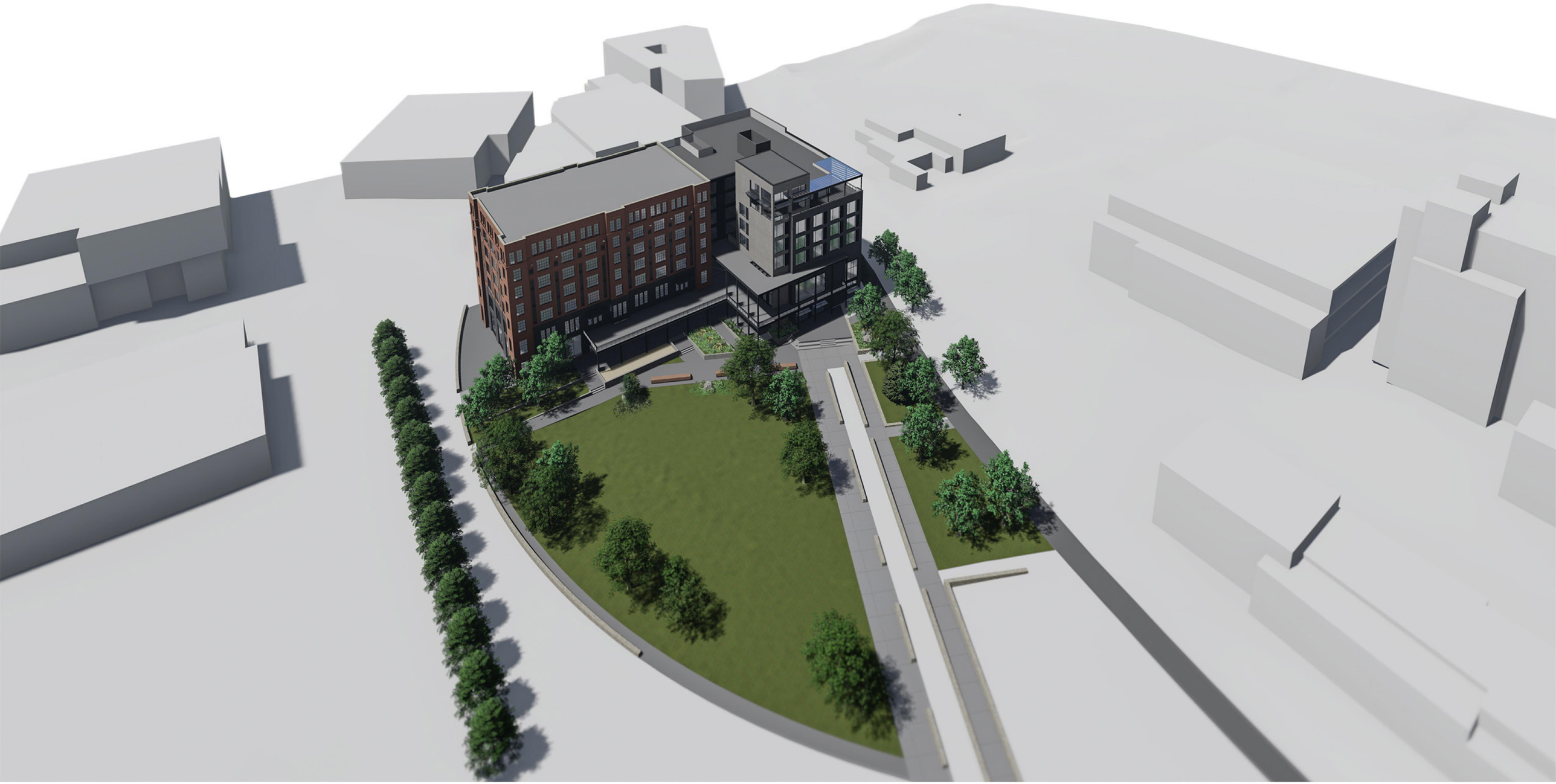


Diagram of Off-Site Valet Parking Locations, City of Fayetteville Owned Parking

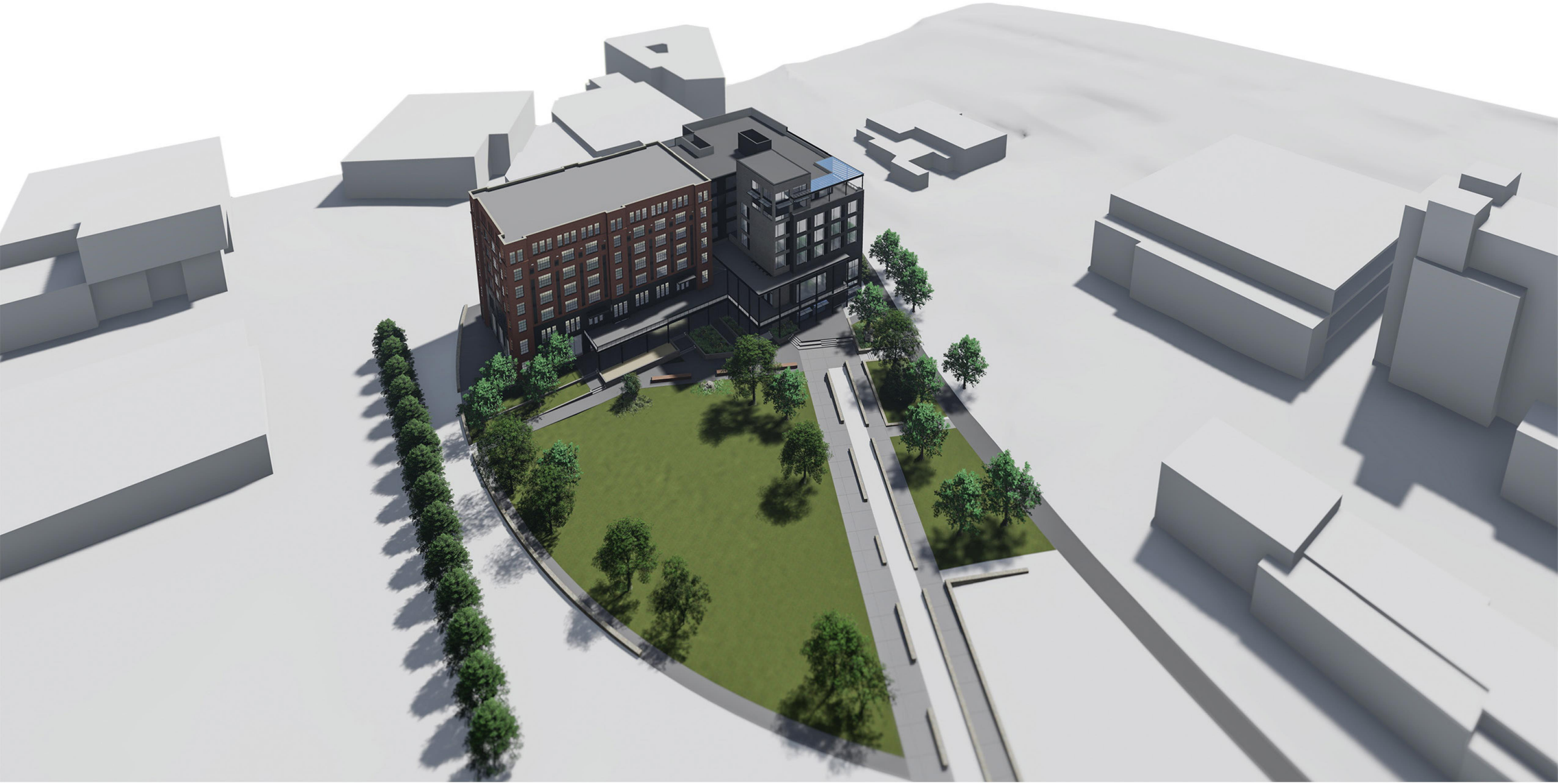
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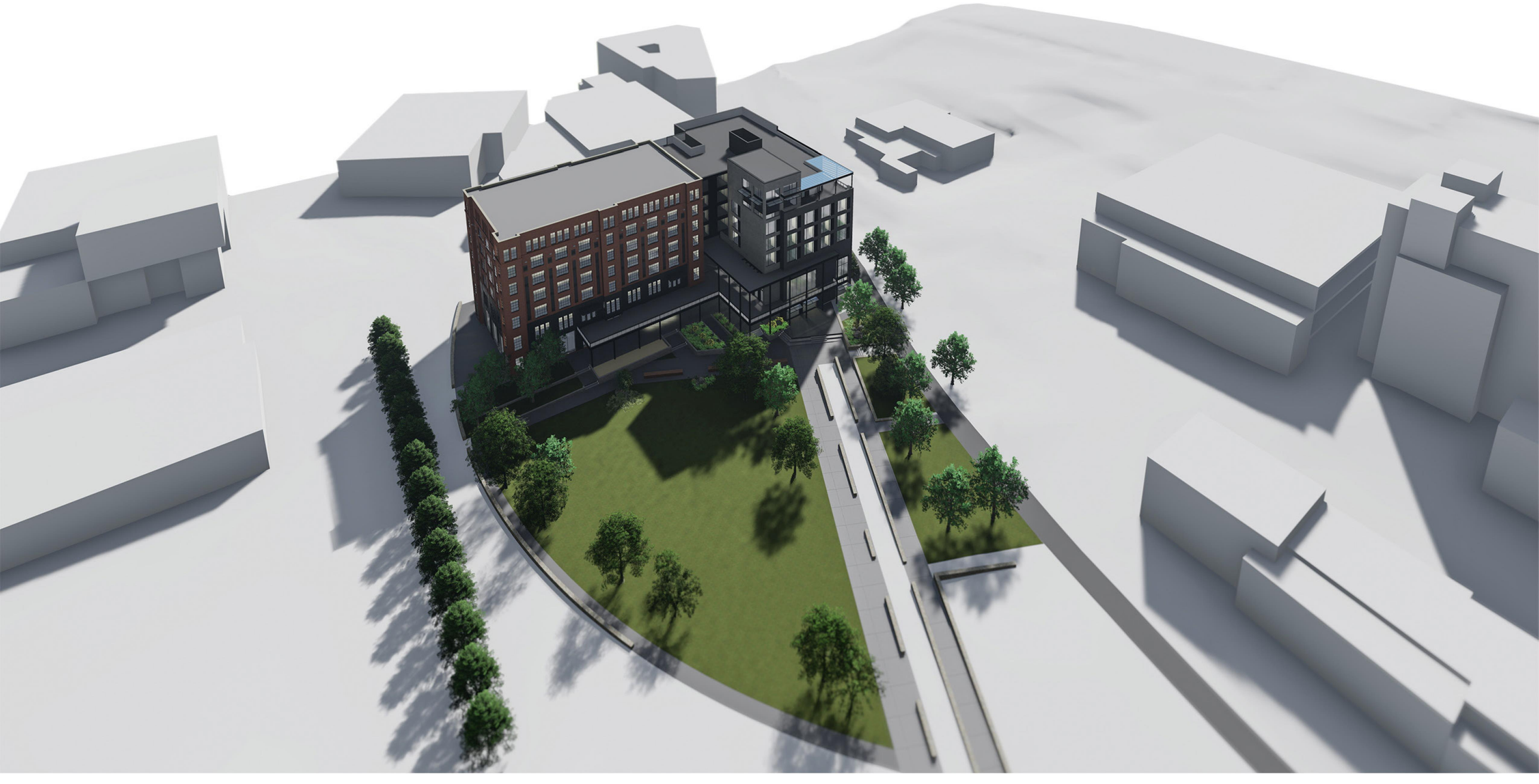
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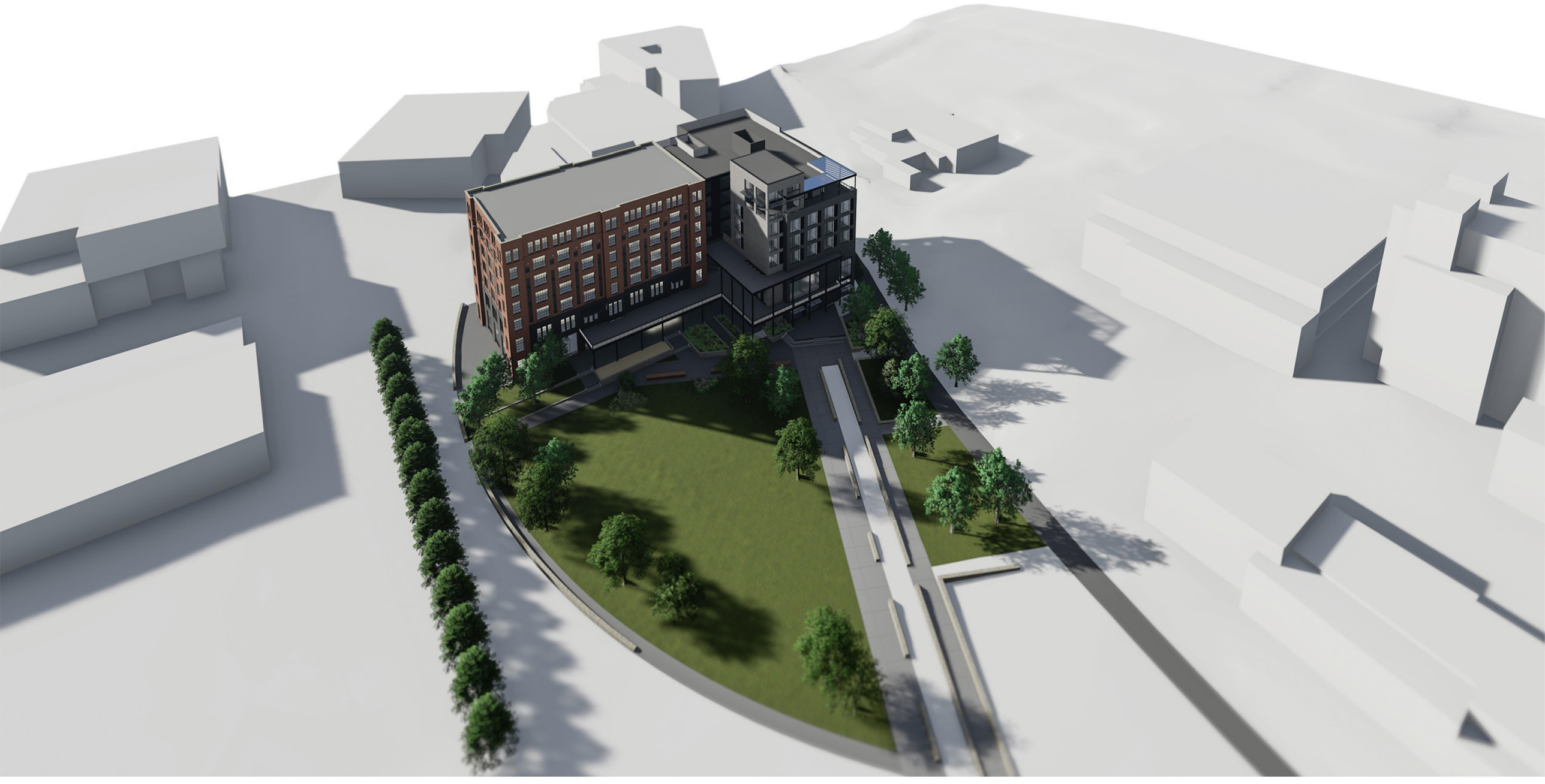
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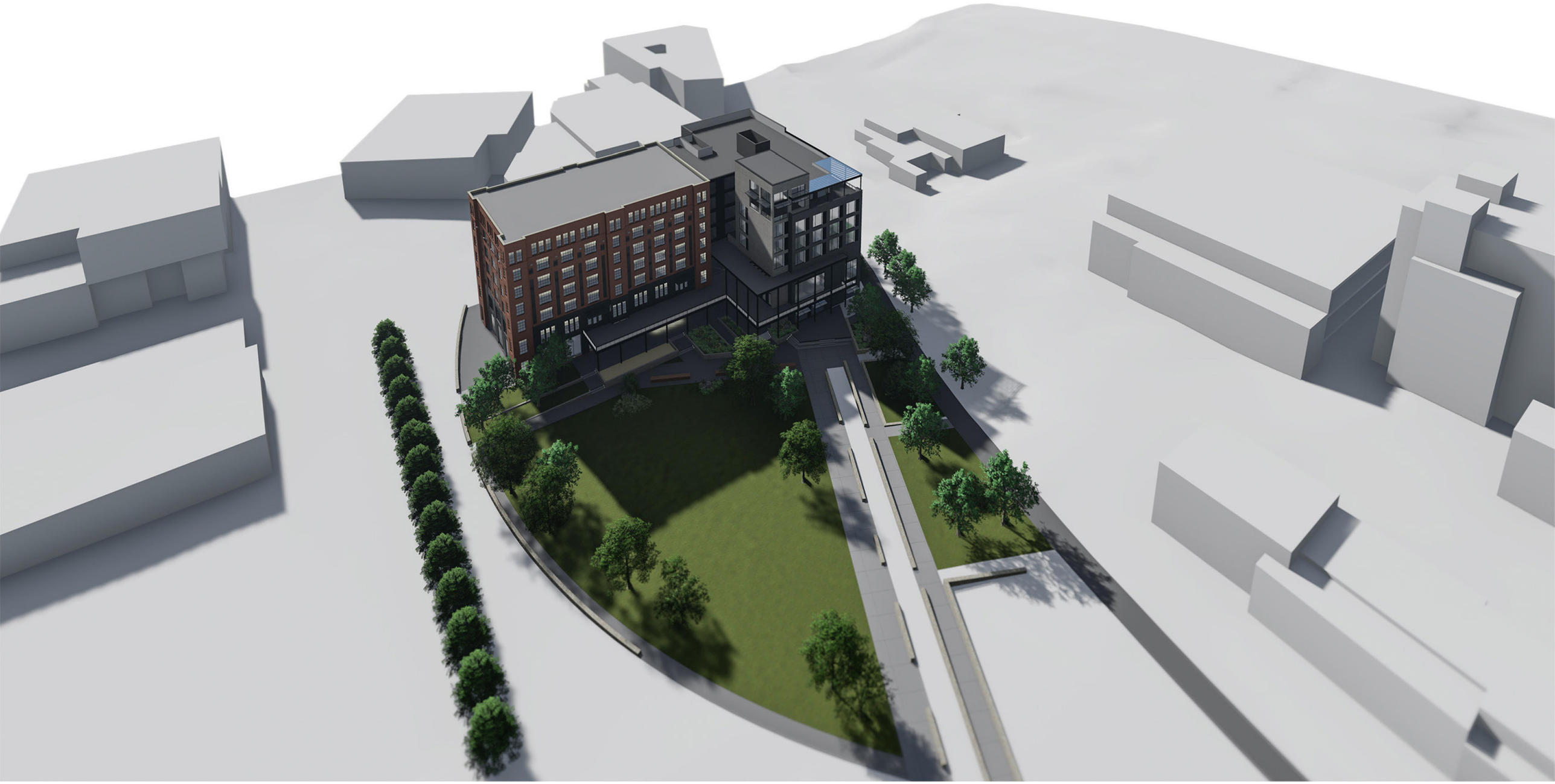
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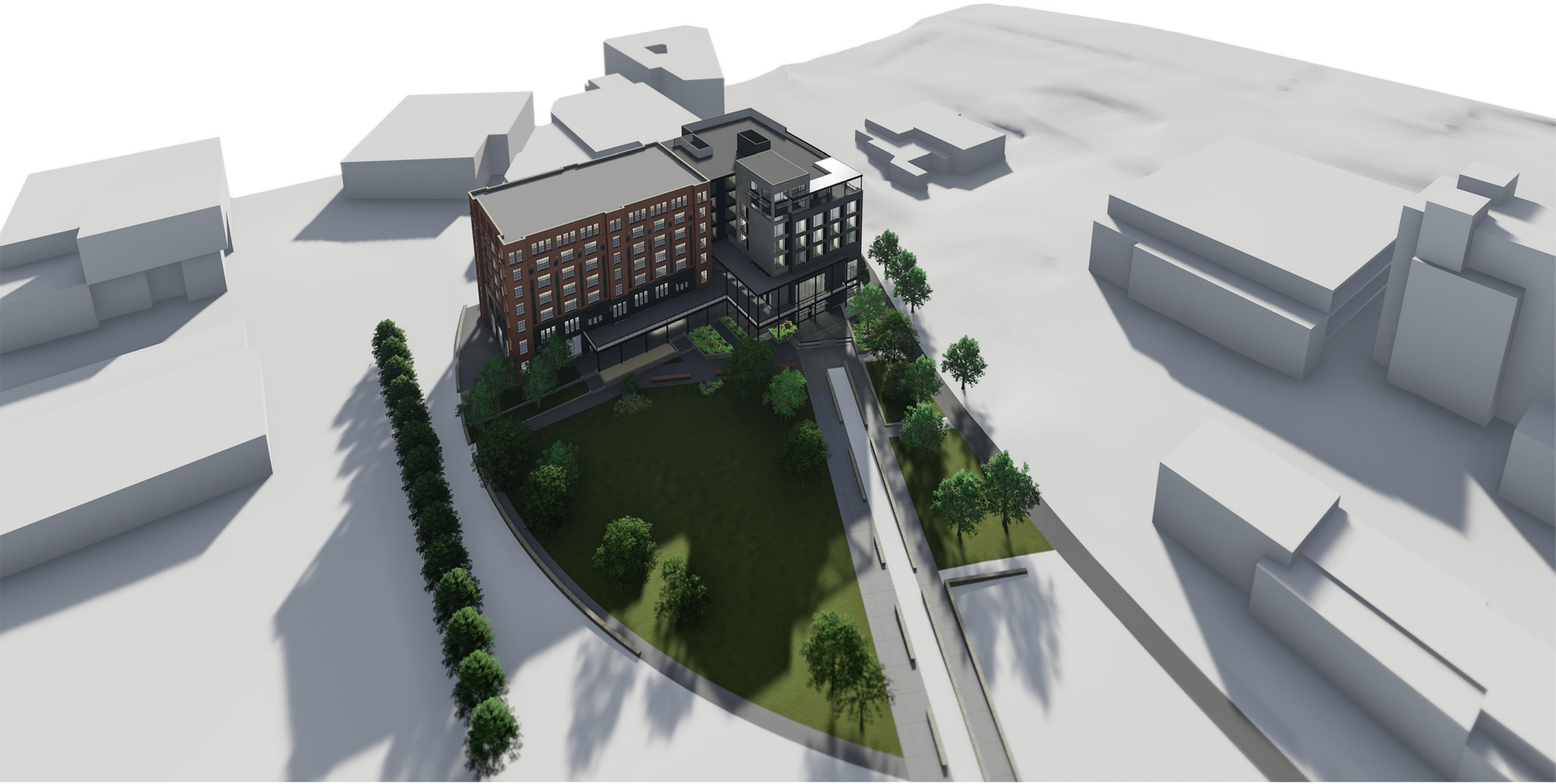
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WINTER | JANUARY 21 3PM



KIT WILLIAMS
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Phone 479.575.8313

113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

November 2, 2022

Vicki Bronson
Conner & Winters, LLP
4375 N. Vantage Drive, Suite 405
Fayetteville, AR 72703

vbronson@cwlaw.com

Re: Letter of Intent Amendment

Dear Vicki,

Last night the City Council amended the Letter of Intent to add the "Non-Binding Agreement" language I provided to them from an earlier (2020) Letter of Intent presented by Sage Partners. I have provided this memo to you in Word so you can insert this language as the last paragraph of the Letter of Intent as unanimously agreed by the City Council.

After the City Council amended this language into the Letter of Intent, they passed the Resolution approving the amended Letter of Intent and authorizing Mayor Jordan to sign this amended Letter of Intent. The City Council made no other amendments to the Letter of Intent. Please send the properly amended Letter of Intent to City Clerk Treasurer Kara Paxton for the Mayor's signature.

I believe the passed Letter of Intent will be a good starting point to create a binding contract. I like most of your proposed changes to the original Letter of Intent which can hopefully find their way into the new contract with Reindl Properties, Inc. along with other possible changes I have suggested. Thank you for your work drafting the Letter of Intent.

With kindest regards,

Kit Williams
Fayetteville City Attorney

Cc: Mayor
Kara Paxton, City Clerk/Treasurer
Susan Norton, Chief of Staff
Wade Abernathy, Facilities Management Director

LETTER OF INTENT, CIVIC SPACE AT THE CULTURAL ARTS CORRIDOR, MIXED USE BUILDING

Background:

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This document describes an agreement between the City and Reindl regarding that property on the south end of the Civic Space adjacent to West Avenue and Spring Street, in the approximate location reflected on Exhibit G ('the "Property"), the exact legal description of which to be determined by a survey and final agreement of the parties. The basic terms of the agreement are as follows:

1. The Building:

A. Reindl will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, including a minimum of one restaurant, café, or coffee shop. The Building may include additional uses as necessary to meet the financial goals of the project. The following Use Units may be allowed, subject to the City's prior approval in conjunction with the City's processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

B. Notwithstanding the foregoing paragraph, the following uses will not be permitted on the Property (the "Prohibited Uses"): crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory; fraternity/sorority housing; and slot car track. Any deed from the City conveying the Property to Reindl will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

C. As befits its prominent location, the Building will be a substantial and attractive

building. The building design and site development will be subject to City's development review process, ordinances, and rules. The final building design, plans and specifications, including but not limited to exterior finishes is subject to City Council approval. Nothing in this Letter of Intent is intended to or may be construed as a waiver of any of City's ordinances, rules, or regulations.

D. The Building will have three primary facades; one facing the Civic Plaza to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

E. The Building shall be designed and built in substantial compliance with the drawings on the attached Exhibits A, B and C which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibits A, B, and C is subject to additional City Council approval.

2. The Location:

The Building will be located at the south end of the Civic Space as shown in Exhibits D and E. The indoor-outdoor relationship of the Building to the Civic Plaza will demonstrate sensitivity and engagement towards the Civic Plaza to the north, the West Avenue Promenade to the east, and to the Metro Building to the south. Exhibit G identifies the approximate Building location on City property, however the exact legal description of the property to be conveyed from the City to Reindl, as further described in Paragraph 9, will be determined by a land survey, the cost of which will be shared equally between the City and Reindl.

3. Ground Floor Activity:

Ground floor uses at the Building shall be open and inviting to the general public. The operating plan and design for the ground floor activity shall support activation of the Civic Plaza. It is anticipated that bar, restaurant, café, and retail uses will be included. Hotel lobby shall be designed to be open and inviting. Refer to Exhibit F for a diagrammatic floor plan showing the location of these uses.

4. Public Benefit:

In addition to increasing the beauty and liveliness of the Civic Space, the Building containing a hotel will also have a substantial fiscal impact for the City. A project of this scale, over a 10-year period, would provide approximately $3.5 million to the Fayetteville Public School System and approximately $3.3 million to various City operations such as the library, police and fire departments, roads, and general fund.

During construction, Reindl will make a good faith effort to purchase building supplies locally to increase sales tax revenues for the City.

5. Benefit to Local Merchants and Downtown Business Owners:

A project of this scale will attract visitors to the downtown. Hotel guests will eat, shop, and play in the area. In addition, Reindl has a proven track record in recruiting and retaining local entrepreneurs, which provides both an economic benefit to small business enterprises and enhances

local character.

6. Parking:

Hotel uses are ideal for a smart parking strategy. Valet parking is the best and most convenient way to address the matter. This allows remote storage of cars off-site. Once parked, a hotel guest in this location has access to the University of Arkansas, Dickson Street Entertainment District, Downtown Square, Razorback Greenway, Walton Arts Center, TheatreSquared, and multiple restaurant and shopping opportunities; all within a short walk. Personal mobility devices, such as electronic scooters, can boost the range of the hotel guests. Superb bicycle infrastructure is already in place.

At many times of the day, existing City parking resources are underutilized. The hotel will create parking demand for those off-peak times and will be a significant revenue source for the City's parking resources. Reindl will provide basement level parking in the Building with capacity of a minimum of 32 parking spaces.

City agrees to lease or provide access to City's excess parking spaces to Reindl per current market rates. Reindl is responsible for setting up valet parking services and encouraging the use of valet parking so that hotel guests do not add pressure to existing parking loads in the Dickson Street Entertainment Zone. Reindl will continue to pursue the purchase or lease of off-site parking for the Building. Prior to executing and as a condition of entering into the land purchase agreement, Reindl will have parking agreements in place that comply with City code sections 172.05 and 156.03C(5) and as are deemed sufficient by City.

7. Loading and Solid Waste:

Reindl will provide areas for loading, recycling, and solid waste receptacles on the west side of the Building. No loading, waste removal, or recycling will be done from West Avenue or any other public street.

8. Sustainability:

A. Sustainability has been a core goal of the Cultural Arts Corridor as demonstrated by the City's efforts at making this project the first SITES Certified project in Arkansas. Reindl proposes a furtherance of this sustainability commitment by constructing a healthy, efficient, and durable building on the Civic Plaza.

B. Indoor air quality is a critical aspect of the design, particularly in light of recent health challenges. Proper indoor finish selection and air filtering are vital to the success of any new building, particularly one that involves hospitality and lodging. Reindl will implement the use of design and sufficient air filtering to promote indoor air quality in the Building.

C. Another important characteristic is an efficient building envelope. Keeping water and air out and creating a good thermal barrier is critical. Reindl commits to an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. Reindl will implement the use of smart energy-management systems to decrease energy use in the Building. Smart systems will be installed to avoid heating and cooling vacant rooms.

D. The most sustainable aspect of a building is to construct and detail for a long life. A building that lasts several hundred years is superior to one that has a design life of a few decades. The simplicity of the proposed Building design as reflected on Exhibits A, B, and C, is rational and straightforward and will be easy to maintain far into the future.

9. Land Purchase:

A. Reindl will purchase the Property for the Building from City in the approximate location as reflected on Exhibit G.

B. The purchase price for the Property shall be the fair market value for the Property as determined by a third-party real estate appraiser to be selected by both parties. If the parties cannot agree on an appraiser, then each party will select an appraiser and the two selected appraisers shall select a third appraiser. In that event, the purchase price for the Property will be the average of the three appraised values.

C. Costs of the appraisal(s), surveys, and closing costs shall be split evenly between Reindl and City and listed on the settlement statement at closing.

D. A real estate contract will be entered into to formalize the real estate transaction once appraisals, surveys, and market studies have been completed. Closing on the Property is specifically subject to the following conditions: (1) Reindl to have obtained a Building Permit from City that complies with the terms and intent of this Letter of Intent and pursuant to City's processes and procedures for considering and approving PZDs; (2) Reindl shall have complied with all other terms and conditions of this Letter of Intent; and (3) the parties' agreement on the form of the real estate contract.

E. Reindl shall convey real property or grant perpetual easements across real property to City for construction of public walking and biking trails. The consideration for Reindl's property transfer or grant of perpetual easements to City shall be either (1) the fair market value of the real property transfer or perpetual easements determined by a third-party appraiser to be selected by both parties, which shall be deducted from the Purchase Price at Closing, or (2) City will grant Reindl, at Reindl's request, an easement on City owned property, or (3) the option to purchase City property adjoining the development at a restricted use price. To the extent an appraisal is required under this paragraph, the appraised value of the easement(s) shall be included in the appraisal(s) conducted pursuant to Paragraph 9(B).

F. City and Reindl will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. Costs of those improvements and agreement as to which costs will be paid by City and which will be paid by Reindl shall occur prior to entering into the real estate purchase contract and shall be a condition of the real estate contract.

G. Closing on the land purchase transaction will occur within a reasonable time after execution of the real estate contract as agreed between the parties.

10. Infrastructure:

A. Infrastructure costs that will benefit both City and Reindl, such as extending water and

sanitary sewer to the Building site, shall be evenly split between Reindl and City. Any infrastructure cost for the sole benefit of the Reindl will be at its own expense.

B. The City will assist Reindl in coordinating burial of overhead power lines and may, at its sole discretion, choose to share a portion of this cost.

C. Reindl will work with electrical, cable, telephone, and gas utilities to provide and extend service to the Building site. City will reasonably cooperate to provide utility easements if necessary.

11. Restrooms and stage support space:

A. The Building shall contain, at street level, publicly accessible restrooms to serve trail and other public space users (the "City Restrooms"). All City Restrooms must comply with the Americans with Disabilities Act. Access to the City Restrooms shall be from the Frisco Trail.

B. The Building shall also contain at street level a "back of house" space to be used by event organizers.

C. Reindl shall be responsible for the construction of the City Restrooms to a "white box" finish and storage space, however, City shall have oversight of the design of the City Restrooms and storage space.

D. The City Restrooms and stage storage space shall be a minimum of 1,600 square feet. Public restrooms shall face and be accessible from the Razorback Greenway. Stage support space shall be located proximate to the outdoor stage immediately north of the Building.

E. The costs of construction of the City Restrooms as a white box finish and the storage space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical, plumbing, and HVAC equipment and services, and all interior finishes, doors, hardware, and other elements desired by the City shall be paid for by the City, and deducted from the Purchase Price at Closing of the real estate transaction. Reindl is responsible for completing and delivering the City Restrooms in a white box finish and City is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

F. City shall have the exclusive use, control, possession, and right to the City Restrooms and storage space pursuant to a perpetual exclusive easement granted by Reindl, the form of which must be agreed prior to entering into the real estate contract described in paragraph 9.

G. Reindl will provide separate public restrooms for the use of patrons of the Building at its sole expense, in accordance with City's ordinances, rules, and regulations.

12. Adjacent Exterior Features:

NBW, City's landscape design architects, will prepare a landscape design for the north and east sides of the Building and Reindl shall implement and install landscaping on property that is owned by Reindl in accordance with NBW's landscape plan. Use of the exterior spaces shall be coordinated between Reindl and City, anchor institutions adjacent to the land, (e.g., Walton Arts Center,

TheatreSquared, etc.) and any other group selected by the City to represent its interests in creating a lively and attractive park. Use agreements shall be developed to ensure that Building's ground floor uses support the activation of the Civic Plaza. Each party shall be responsible for the maintenance of exterior spaces and landscaping on property it owns. City retains complete control of the Plaza and stage. No use of the Plaza or stage is guaranteed; Reindl may seek permission to use the Plaza or stage utilizing the City's processes as required by any member of the public.

13. Opportunities for Public Art:

Reindl shall provide locations for public art display at the Building. Public art shall be coordinated between Reindl and local arts organizations, including any groups selected by City to represent its interests in creating opportunities for public art.

14. Public Communication and Outreach Event:

In keeping with the open and transparent Cultural Arts Corridor design process, Reindl shall present the design of the Building to anchor institutions and the general public for additional review and comment. Such presentation shall occur within 4 weeks of acceptance of this Letter of Intent.

15. Development Review Process:

Once financing has been secured for the project, but no later than July 1, 2024, Reindl shall submit the Building plans and specifications to the City of Fayetteville's development review process and Building Permit review. To allow an enhanced level of scrutiny, and to address the unique aspects of this site, this project will be submitted as a Planned Zoning Development (PZD), which will document the specific development strategies and design standards that are shown in this document. The PZD process allows review of the project at the level of planning staff and the Planning Commission. At the final step of the PZD process, the full project will be brought back to City Council for review and approval. At both Planning Commission and City Council, members of the public are allowed and encouraged to ask questions of the developer and to comment upon the proposal.

16. Termination Clause:

If Reindl does not secure a Building Permit for the Building within twelve (12) months of substantial completion of City's Civic Space, then this Letter of Intent and all agreements pertaining to this Letter of Intent shall be null and void and neither party shall have any obligations to the other party. In addition, if either party does not substantially comply with the terms and conditions of this Letter of Intent, the other party may, at its sole discretion, declare this Letter of Intent null and void, and neither party shall have any obligations to the other party.

17. City of Fayetteville Right to Buy Back Land

Should Reindl not commence construction of the Building within sixty (60) days of City issuing a Building Permit or should Reindl not complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then City at its sole discretion shall have the right to buy back the land, and any improvements made as of that date. The purchase price City will pay Reindl will be the original Purchase Price Reindl paid City, plus the fair market value of the completed improvements as determined by a third-party real estate appraiser, less all amounts paid by City for

construction or construction estimates for the City Restrooms and storage space. The provisions for selection of appraisers contained in Paragraph 9B also apply to this Paragraph.

18. Modification.

The terms and conditions of this LOI may be amended at any time prior to any conveyance of the Property to Reindl by a writing executed by both parties.

19. Nonbinding Agreement.

This proposal is not intended as, and does not constitute, a binding agreement by any party, nor an agreement by any party to enter into a binding agreement but is merely intended to specify some of the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal rights against the other by reason of the signing of this letter or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless and until all the terms and conditions of the proposed transaction have been negotiated, agreed to by all parties and set forth in a definitive agreement which has been signed and delivered by all parties. The only legal obligations, which any party shall have, shall be those contained in such signed and delivered definitive agreement referred to above.

CITY OF FAYETTEVILLE

BY: _____ 11-9-22

Lioneld Jordan, Mayor, City of Fayetteville — Date

Attest:

_____ 11-9-22

City Clerk Treasurer — Date

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

REINDL PROPERTIES, INC.

By _____ 11/9/2022

Brian Reindl, President, Reindl Properties, Inc. — Date

EXHIBIT A: VIEW OF HOTEL FROM WEST AVENUE



EXHIBIT B: VIEW OF HOTEL FROM CIVIC SPACE



EXHIBIT C: EXTERIOR MATERIAL AND DETAIL DIAGRAMS FOR THE HOTEL



VIEW FROM NORTHEAST



VIEW FROM NORTHWEST

EXHIBIT C, continued: EXTERIOR MATERIAL AND DETAIL DIAGRAMS FOR THE HOTEL



VIEW FROM SOUTHEAST



EXHIBIT D: AERIAL VIEW OF HOTEL FROM THE NORTHEAST

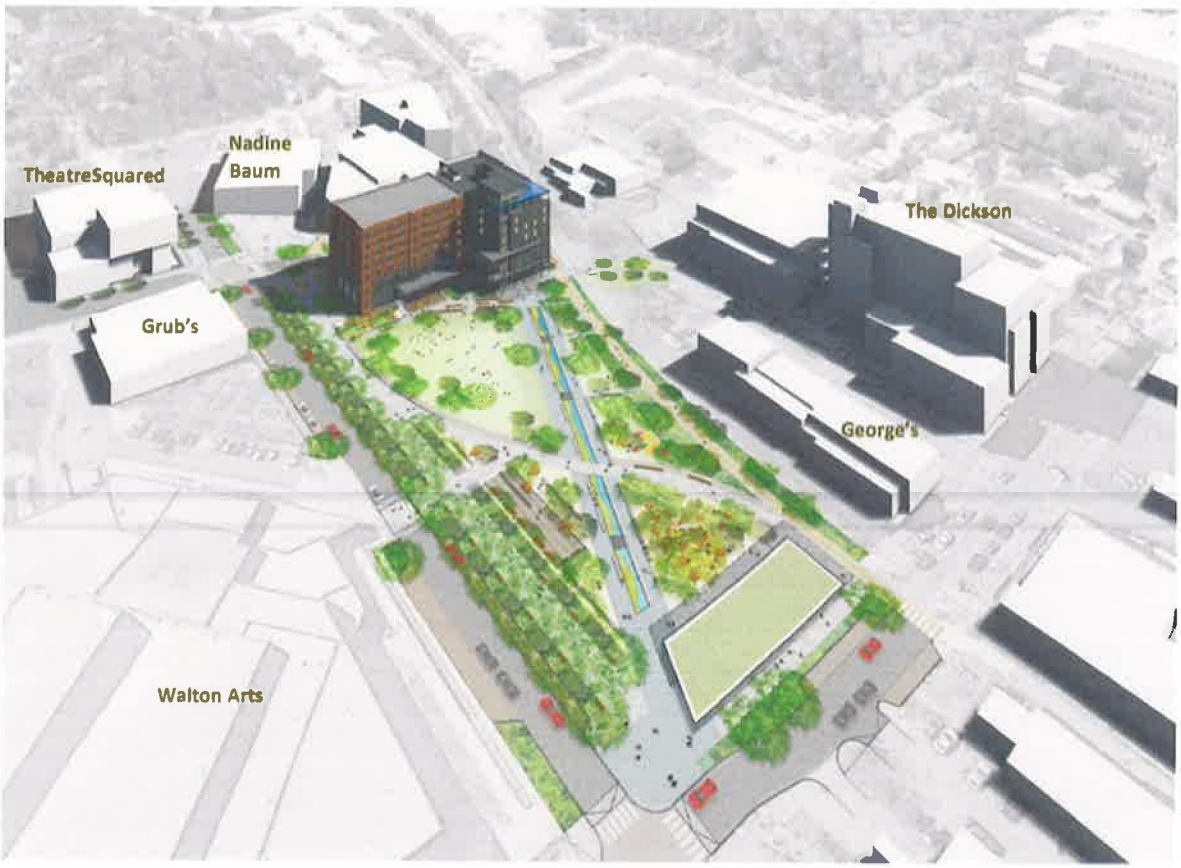


EXHIBIT E: CONCEPTUAL SITE PLAN, PRELIMINARY DESIGN, SHOWING HOTEL AT SOUTH END OF CIVIC SPACE

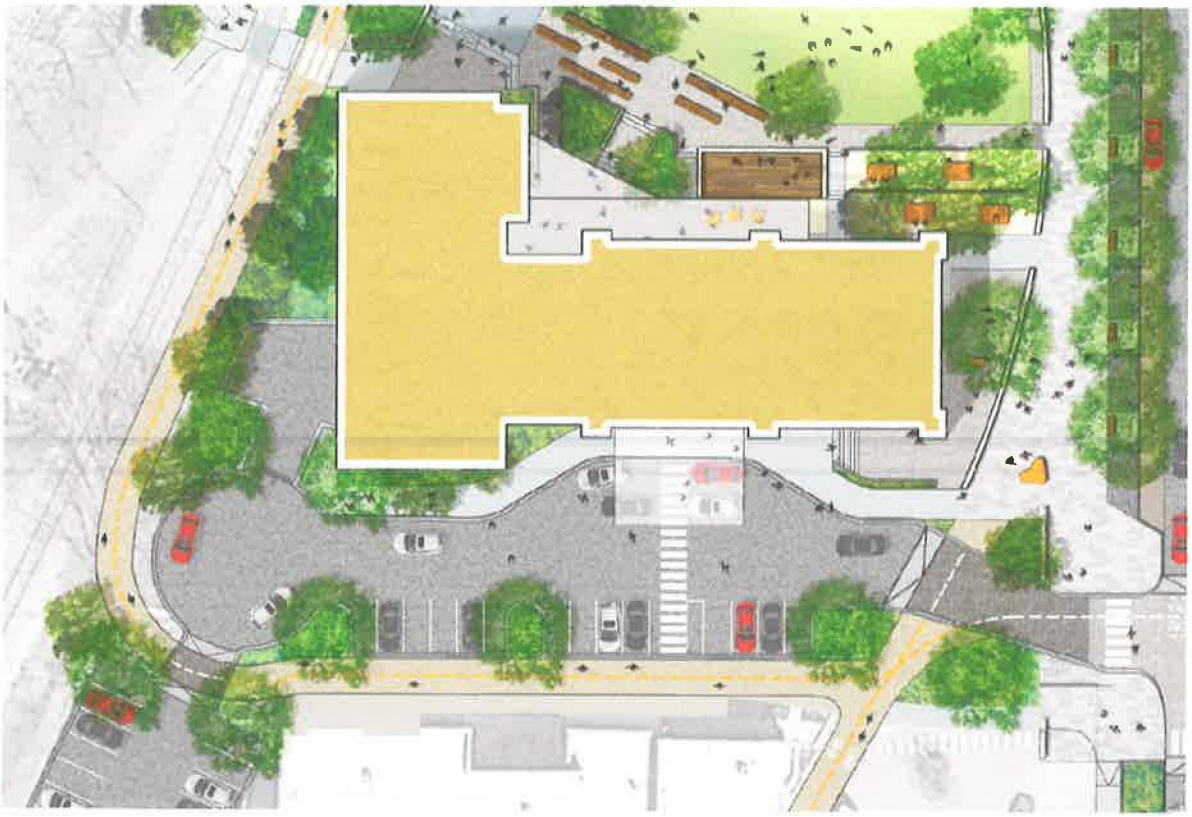
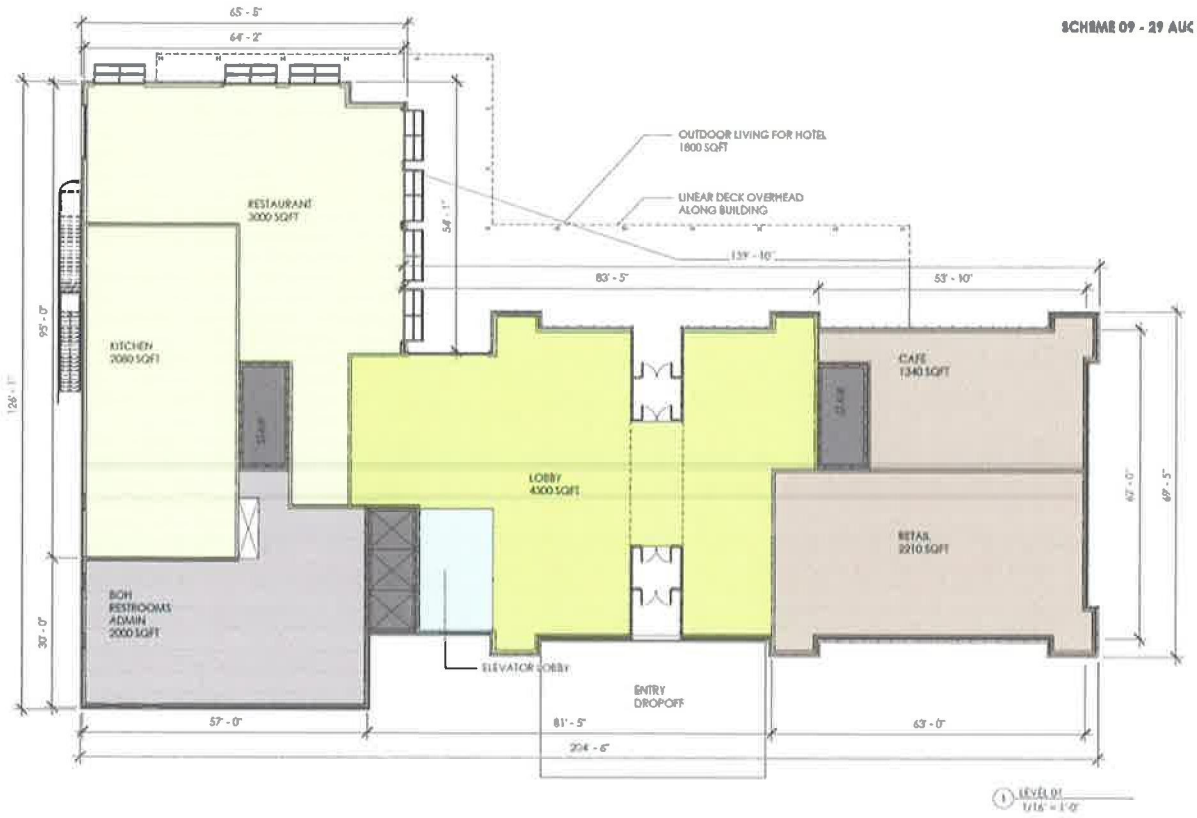


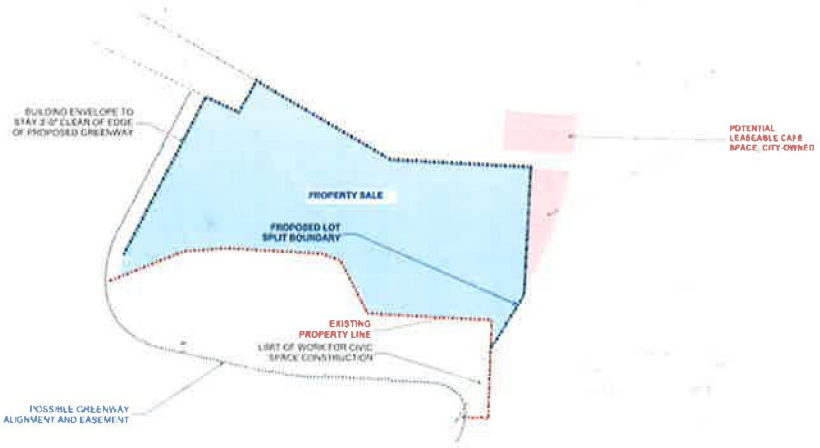
EXHIBIT F: DIAGRAMMATIC PLAN OF GROUND FLOOR SPACES



SPRING STREET SIDE

EXHIBIT G

EXHIBIT G



PROPOSED LOT SPLIT
DEVELOPER AGREEMENT
JULY 19, 2022

Exhibit 2

Received By: Waylon Abernathy 10/10/23



South Façade – Image looking northeast at the hotel main entry

Johnson Nathan Strohe – 10 October 2023

Exhibit 2

Received By: Waylon Abernathy 10/10/23

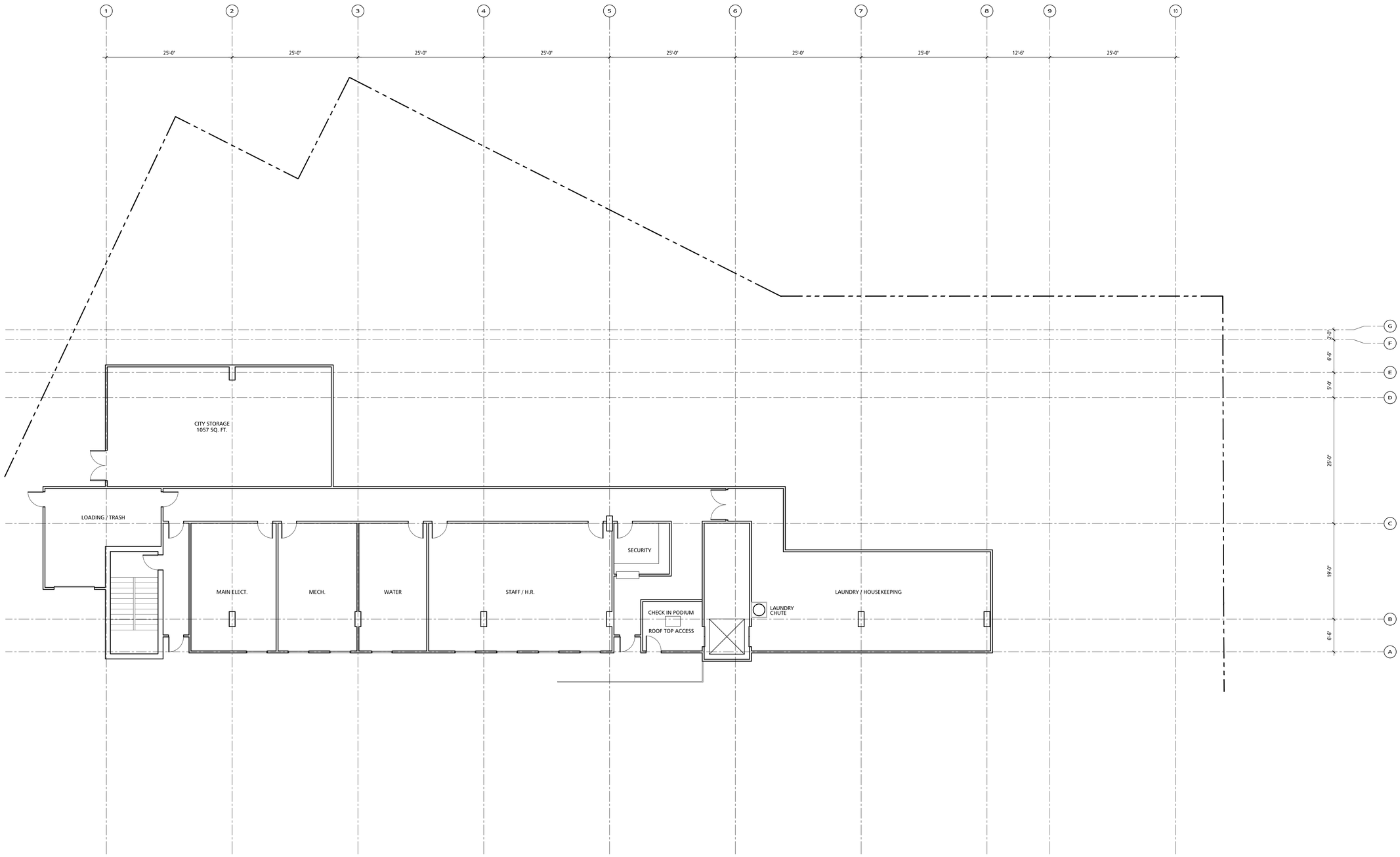


North Façade – Image looking south across the Ramble Park

Johnson Nathan Strohe – 10 October 2023

Exhibit 3 Storage

Received By: Waylon Abernathy 10/10/23



P1 SERVICE LEVEL FLOOR PLAN

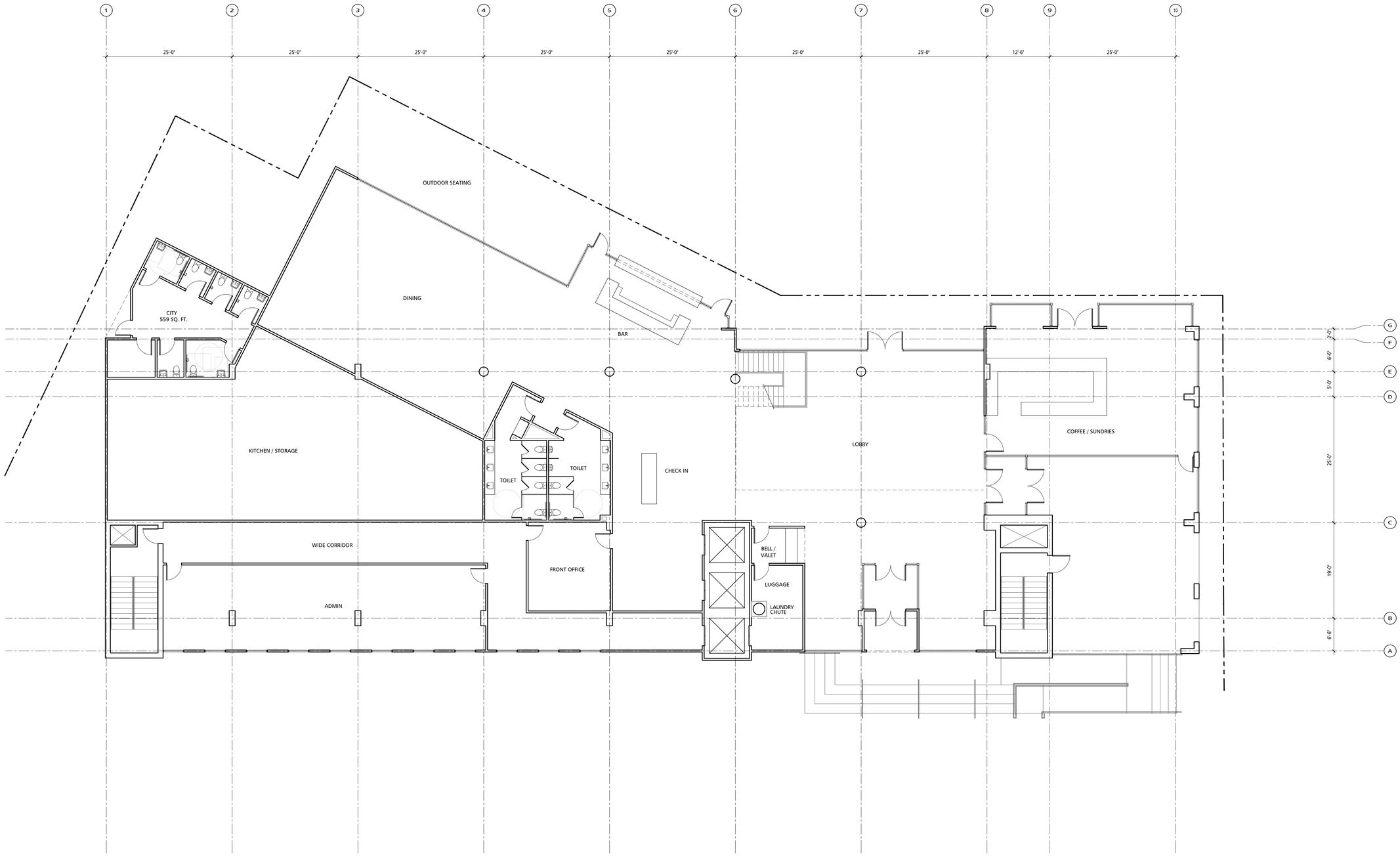
SCALE: 1/8" = 1'-0"

Two TROUT
Development. Design. Management.

10.10.23

Received By: Waylon Abernathy 10/10/23

Exhibit 3



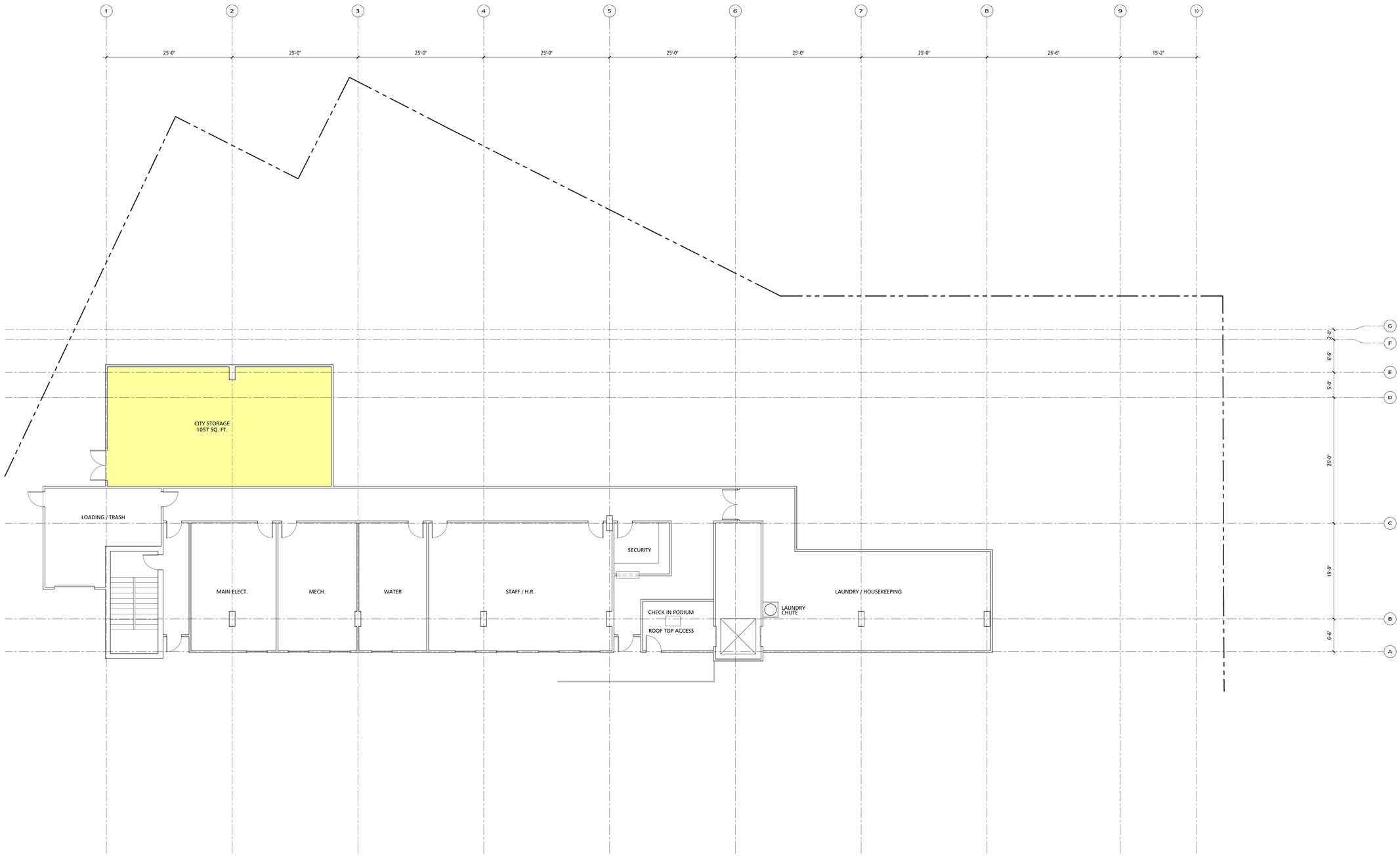
P2 LOBBY LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

Two TROUT
Development. Design. Management.

10.10.23

Received By Waylon Abernathy 10/12/2023 12:45 P.M



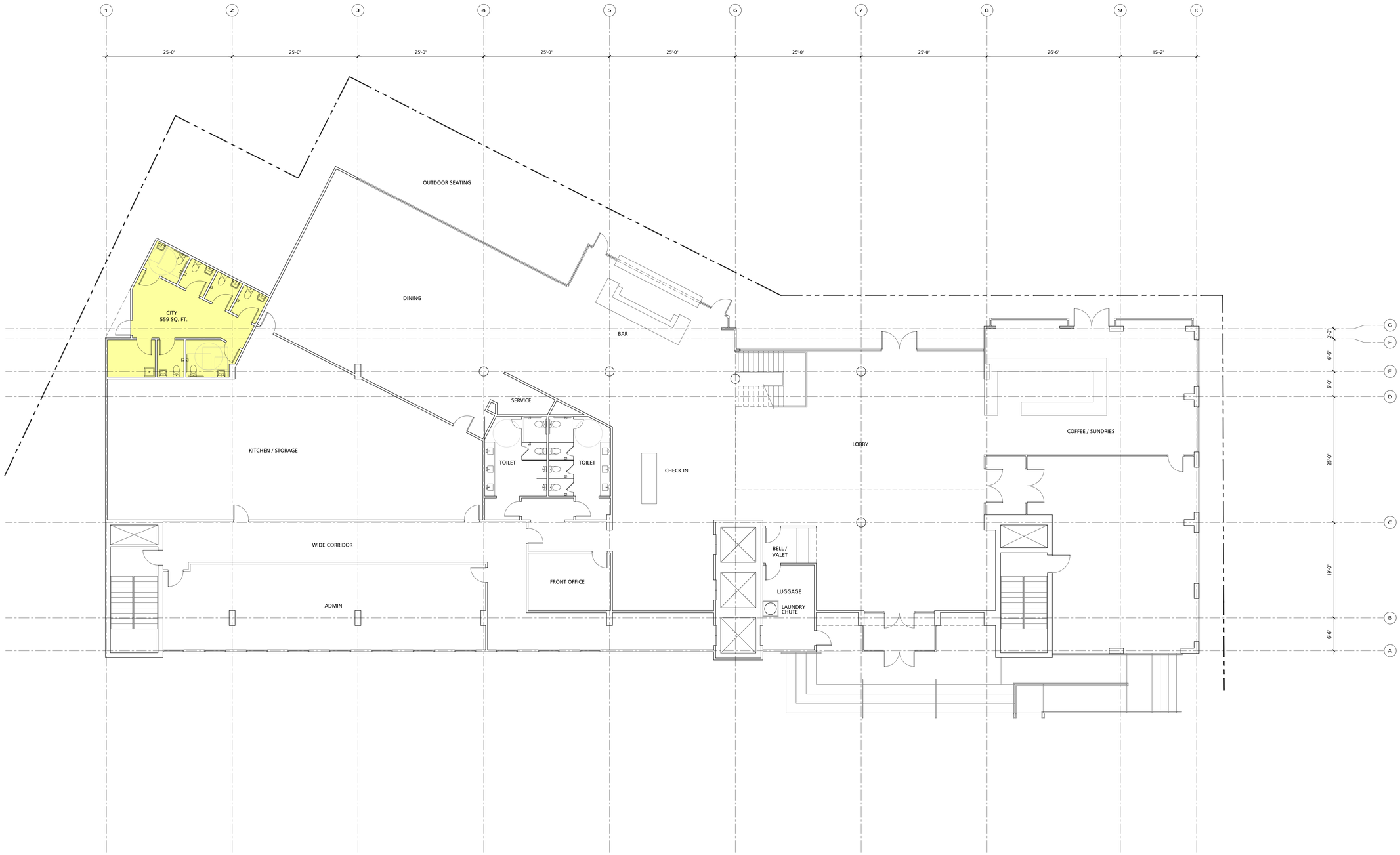
P1 SERVICE LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

Two TROUT
Development. Design. Management.

17 October 2023

Received By Waylon Abernathy 10/12/2023 12:45 P.M



P2 LOBBY LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

TWO TROUT
Development. Design. Management.

17 October 2023



South Façade – Image looking northwest at the hotel main entry

Johnson Nathan Strohe – 17 October 2023



***September 2021**: City of Fayetteville issued RPF for Mixed-use Project at South and North ends of the Ramble Park*

***October 2021**: Reindl Properties' RFP Response*

RFP Response

~ Proposal: Hotel Project

~ Size: 170 guestrooms

~ Parking: Off-site at locations served by valet

~ Anticipated Demand: 84 valet spaces



October 2022

City Council Presentation

~ Project: Worked with local stakeholders , City staff, and the City Council to refine the proposal

~ Size: 135 guestrooms

~ Parking: 32 - 45 below grade parking stalls located in the hotel footprint

~ Anticipated Demand: 66 valet spaces



October 2023

Current Design Presentation

~ Project: Hotel with multiple mixed-use amenity offerings

~ Size: 110 - 115 guestrooms

~ Parking: 57 - 63 valet surface parking space at Owner acquired property for dedicated valet parking

~ Anticipated Demand: 54 valet spaces

~ Design: Simplified the building mass and building scale

~ Connectivity: Provide visual and multiple physical connections at the park level lobby

Design Progression

Reindl Properties - 17 October 2023

REAL ESTATE PURCHASE CONTRACT

THIS **REAL ESTATE PURCHASE CONTRACT** (this "**Contract**") is made and executed as of the ___ day of _____, 2023, by and between **REINDL PROPERTIES, INC**. ("**Buyer**") and **CITY OF FAYETTEVILLE, ARKANSAS** ("**Seller**") as follows:

1. THE PROPERTY

For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller that certain real estate owned by Seller located adjacent to West Avenue and Spring Street in Fayetteville, Washington County, Arkansas, (the "**Property**"), in the approximate location as depicted on Exhibit 1 attached hereto, the exact legal description to be determined by survey, together with all Seller's rights, title and interest in all public and private streets, roads, avenues, alleys and passageways, and all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Property.

2. PURCHASE PRICE

Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be One Million Two Hundred Forty-seven Thousand Four Hundred Fifty-five Dollars ($1,247,455.00,) to be paid in cash at Closing.

3. DEED

On the Closing Date, Seller shall execute a deed to sell and convey to Buyer good and marketable title to the Property by special warranty deed in the form reasonably prescribed by Buyer (the "**Deed**"), subject to no liens, claims, or encumbrances ("**Encumbrances**"), except (a) a restriction concerning Prohibited Uses as defined in Paragraph 31; and (b) liens for ad valorem taxes that are not yet due and payable and (c) those title and survey exceptions either waived or approved in writing by Buyer after Buyer's review of the Commitment, Survey (as those terms are hereinafter defined), and legible copies of all title exception documents identified on the Commitment and Survey (the "**Permitted Exceptions**"). Title to the Real Property as aforesaid shall be insured by the Title Company as provided in Section 5.

4. SURVEY

Buyer will order an ALTA survey (the "**Survey**") within five (5) days of the execution of this Contract. Buyer and Seller will each pay one half of the cost of the Survey. The Survey will include the location and boundaries of the Property and the Public Easement (defined and described in paragraph 30). The Survey and the boundary lines of the areas surveyed therein shall be subject to the mutual agreement of Buyer and Seller.

5. TITLE INSURANCE

Commitment and Title Policy. Within ten (10) business days after the date of this Contract, Seller will order a preliminary title insurance commitment (the "**Commitment**") from Bronson Abstract Company, Fayetteville, Arkansas (the "**Title Company**") pursuant to which

the Title Company shall agree to issue to Buyer, an ATLA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring marketable fee simple title to the Real Property in Buyer upon recording of the Deed.

Seller's Title Documents. Seller shall, at Seller's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by the Seller, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Seller's Title Documents**").

Buyer's Title Documents. Buyer shall, at Buyer's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by Buyer, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Buyer's Title Documents**").

6. TITLE AND SURVEY DEFECTS

Buyer shall have ten (10) days from the receipt of the Title Commitment and copies of documents constituting exceptions to title and the Survey to examine the same and to specify to Seller in writing any matters which Buyer finds objectionable (the "**Encumbrances**").

Seller shall have thirty (30) days to cure or remove all Encumbrances at its cost and expense. If Seller fails to cause all the Encumbrances to be removed within such 30-day period or if Seller notifies Buyer of its decision not to cure or remove some or all of the Encumbrances, Buyer's remedy shall be to:

(i) Terminate this Agreement by giving Seller written notice thereof;

(ii) Agree to extend additional time to Seller to cure or remove all Encumbrances; or

(iii) Elect to purchase the Property subject to the Encumbrances and the Encumbrances not so removed or cured shall be deemed Permitted Exceptions and the Purchase Price shall not be reduced by any amount.

7. INVESTIGATION BY BUYER

Buyer has the right to conduct such due diligence as Buyer deems necessary in Buyer's sole discretion from the date of the execution of this agreement and continuing through five (5) business days prior to Closing; provided, however, Buyer may not conduct any intrusive testing in the subsurface soil or take any bore samples without the prior, written consent of the Seller. If Buyer, in its sole discretion is not satisfied with the results of its due diligence, Buyer may terminate this Contract at any time prior to Closing by providing written notice to Seller, whereupon this Contract shall be terminated and neither party shall have any further obligation to the other party.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer the following through the date hereof and as of the Closing Date to the best of Seller's knowledge:

8.1 Except as disclosed to Buyer in writing there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

8.2 Seller represents and warrants that at the time of acceptance hereof and at Closing, Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

8.3 There are no actions, suits, lawsuits, proceedings, or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use, or operation of any part of the Property pending in or before any court, agency, commission, or board.

8.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Seller.

8.5 Seller has not received notice from any governmental authority, stating that the Property is currently in violation of any zoning, environmental, or other land use regulations or in violation of any required licenses, registrations, certificates, permits, approvals, or other governmental authorizations relating to the use and operation of the Property. If Seller receives such a notice prior to Closing, Seller shall promptly notify Buyer of such a notice and deliver a copy thereof to Buyer.

8.6 Seller has not received any notice relating to its period of ownership of the Property that the Property is in violation of any applicable governmental law, regulation, or requirement relating to environmental or occupational health and safety matters or Hazardous Substances ("Environmental Laws"). As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials, and wastes which are regulated as hazardous or toxic under applicable local, state, or federal law or which are classified as hazardous or toxic under applicable Environmental Laws.

8.7 Seller has not stored, processed, or disposed of hazardous or toxic substances on the Property.

8.8 No underground storage tanks are located on the Property.

For the purposes hereof, the term "Seller's Knowledge" means the actual knowledge of _____, without any duty of inquiry or investigation.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT DELIVERED BY SELLER, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller the following through the date hereof and as of the Closing Date to the best of Buyer's knowledge:

9.1 Buyer represents and warrants that at the time of acceptance hereof and at Closing, Buyer is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

9.2 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Buyer.

9.3 Buyer has full authority to enter into this Contract and fulfill all its obligations pursuant therewith.

"Buyer's Knowledge" means the actual knowledge of Brian Reindl.

10. TAXES AND ASSESSMENTS

No tax prorations will occur because Seller is not subject to real estate taxes. Buyer is responsible for paying all real property taxes and assessments due and payable after the date of Closing.

11. CLOSING COSTS AND ADJUSTMENTS

Seller's Costs. Seller shall pay the cost of (1) one-half of the documentary stamps; (2) the cost of the owner's portion of the title insurance policy; (3) one-half the Title Company's closing fee and document preparation fee; (4) the Title Company's title search fee; (5) all certificates, instruments and documents which Seller is required to deliver or cause to be delivered; (6) one-half of the Survey; (8) one-half of the cost of appraisals required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract; and (7) its legal fees and expenses.

Buyer's Costs. Buyer shall pay the cost of (1) one-half of the documentary stamps; (2) one-half the Title Company's closing fee and document preparation fees; (3) the cost of any loan policy of title insurance including all endorsements required by Buyer's lender; (4) all certificates, instruments and documents which Buyer is required to deliver or cause to be delivered; (5) Buyer's legal fees and expenses; (6) one half of the Survey; and (7) one-half of the cost of any third appraisal required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract.

12. CONDEMNATION AND CASUALTY

If, prior to the Closing Date, all or any part of the Property shall be condemned by governmental or other lawful authority such that the remaining property is insufficient for Buyer to construct the Mixed Use Building (as defined below), Buyer shall have the option, exercised by delivery to Seller of written notice of such election on or before the fifteenth (15th) business day following the date on which Buyer receives from Seller written notice of such condemnation of either (a) completing this transaction, in which event (i) there shall be no reduction of the Purchase Price, (ii) Seller shall have no duty to repair or restore, (iii) Seller shall pay to Buyer all condemnation proceeds received by Seller with respect to such condemnation, and (iv) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds, or (b) terminating this Contract.

13. LEASES AND OTHER AGREEMENTS

During the period from the date of this Contract to and including the Closing Date, Seller shall not, without the prior written consent of Buyer enter into a lease of the Property that has a term extending beyond the Closing Date.

14. CLOSING

Closing Date. Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer and Seller, and this Contract has not been terminated in accordance with the provisions herein set forth, the transaction contemplated herein shall close within thirty (30) days of the satisfaction or fulfillment of all conditions of closing, or such other date as is mutually agreeable to Seller and Buyer, PROVIDED, however, that if Closing does not occur on or before _____ , Seller may, in its sole discretion, terminate this Contract and neither party shall have any further obligations to the other party. Such date for the closing of title is herein called the "**Closing Date**" or such occurrence is called the "**Closing**" or "**closing**".

Seller's Deliverables. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following: (a) Special Warranty Deed; and (b) Seller's Closing Statement and such other documents as Title Company may require at Closing and which are approved by the Seller.

Buyer's Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following: (a) by federal wire transfer of funds to the Title Company's escrow account an amount equal to (i) the balance of the Purchase Price due at closing, adjusted as herein provided, plus (ii) the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer's closing statement; (b) and Buyer's Closing Statement and such other documents as Title Company may require at Closing.

15. POSSESSION

Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

16. BROKERAGE

Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

17. SURVIVAL

Except as otherwise set forth herein, all warranties, representations, covenants, obligations,
and agreements contained in this Contract shall survive the closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder for a period of six (6) months.

18. TIME

Time is of the essence of this Contract.

19. NO WAIVER

Except as herein expressly provided, no waiver by a party of any breach of this Contract or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by the other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Contract or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

20. INSTRUMENTS IN WRITING

No agreement, consent, approval, notice, amendment, modification, understanding, or waiver of or with respect to this Contract or any agreement, instrument, or document entered into pursuant to or with respect to this Contract, or any term, provision, covenant, or condition hereof or thereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

21. NOTICES

Any and all notices, requests, demands, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile delivery (with confirmation by hard copy), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the

sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

If to Buyer: Reindl Properties, LLC
Attn: Brian Reindl
509 W Spring St, Ste 310
Fayetteville, AR 72701

With copy to:
Reed Law Firm
3301 S Market St, Ste 211
Rogers, AR 72758

If to Seller:
City of Fayetteville
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701
Mayor@fayetteville-ar.gov

With a copy to: Vicki Bronson
Conner & Winters, LLP
4375 N. Vantage Dr., Suite 405
Fayetteville, AR 72703
vbronson@cwlaw.com

Either party may designate a different address or addresses for itself by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

22. ENTIRE AGREEMENT

This Contract contains the entire agreement with respect to the transactions contemplated herein, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the same, and neither party is relying on any representation or statement not specifically contained herein.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas.

24. ESTOPPEL

Each party confirms and agrees that (a) it has read and understood all of the provisions of this Contract; (b) it has negotiated with the other party at arm's length with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

25. JOINT PREPARATION

This Contract is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

26. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

27. INTENTIONALLY DELETED.

28. ATTORNEYS FEES

If either party is required to bring litigation to enforce its rights under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs, including expert witness fees.

29. CONTINGENCIES

In addition to any other conditions or contingencies contained herein, the parties' obligations to close on this transaction are conditioned upon satisfaction of the following conditions on or prior to Closing:

A. Buyer and Seller's approval of the Survey.

B. Buyer and Seller's approval and execution of a Development Agreement concerning the Mixed-Use Building as more particularly described in Paragraph 31.

C. Buyer and Seller's approval and Buyer's execution of the Public Easement, as more particularly described in Paragraph 30.

D. Buyer's execution and delivery to Seller of a perpetual easement for the use of the City Restrooms and Storage Space as provided in Paragraph 31.

30. ADDITIONAL CONSIDERATION

As additional consideration for the transactions contemplated herein Buyer agrees to grant a permanent easement to Seller for pedestrian walking and biking trails ("**Public Easement**") located across real property currently owned by Buyer adjacent to the Property. The exact location of the Public Easement shall be determined by the Survey. In consideration for Buyer's conveyance of the Public Easement, Seller will pay Buyer the fair market value for the Public Easement which is estimated to be Two Hundred Fifty-nine Thousand Eighty-four Dollars ($259,084.00), which amount may be adjusted as determined by the parties' appraisals.

31. DEVELOPMENT OF THE MIXED-USE BUILDING

A material condition of Seller's agreement to sell the Property to Buyer is for Buyer to develop and construct a Mixed-Use Building ("Building") on the Property as described in that certain Letter of Intent executed between the parties dated effective November 9, 2022. The

approval of a Development Agreement by Buyer and Seller concerning the design, construction, and use of the Building and allocation of any shared costs associated with the construction of the City Restrooms and Storage Space is an express condition to the Buyer and Seller's obligations under this Contract. The Development Agreement shall incorporate, at a minimum, the following terms:

A. Buyer will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, and must contain a minimum of one restaurant, café, or coffee shop at ground level. The Building may include additional uses as necessary to meet the financial goals of the project if approved by Seller. The following Use Units *may* be allowed, subject to the Seller's prior approval in conjunction with the Seller's typical processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

Provided, however, that nothing contained in this Contract is intended to be nor may be construed to be a promise or agreement that Seller will approve any of the specific uses described above. The uses permitted are subject to Seller's prior approval according to Seller's typical processes and procedures for considering and determining permitted uses. In addition, certain uses which may be allowed under the zoning categories described above require a conditional use permit, including, but not limited to Unit 35: Outdoor Music Establishments. Because of the proximity to the Civic Space (Seller's property adjacent to the Property a/k/a the Ramble) as well as the Walton Arts Center and other local businesses, the use of amplified music on the Property requires specific approval by Seller in advance and is subject to all reasonable conditions which Seller requires, including, but not limited to prohibiting the use of amplified music after 10:00 p.m. Nothing in this Contract is intended to be nor may be construed to be a waiver or release of any of Seller's requirements or conditions for receiving a conditional use permit for any use that may be allowed under the zoning categories stated above.

Further provided, none of the following uses will be permitted on the Property (the "**Prohibited Uses**") at any time: crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory; fraternity/sorority housing; and slot car track. Any deed from the Seller conveying the Property to Buyer will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

B. As befits its prominent location, the Building will be a substantial and attractive building. The Building's design, plans and specifications, including, but not limited to exterior finishes, and site development are subject to Seller's development review process, ordinances,

and rules and must be approved by Fayetteville City Council. Nothing in this Contract is intended to or may be construed as a waiver of any of Seller's ordinances, rules, or regulations.

C. The Building will have three primary facades; one facing the Civic Space to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

D. The Building shall be designed and built in substantial compliance with the drawings, depictions, and concepts on the attached Exhibit 2 which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibit 2 may not be approved by Fayetteville City Council.

E. The design and construction of the Building shall comply with all local, state, and federal building codes, rules, regulations, and laws, including those of Seller.

F. Buyer must present its application for Planned Zoning District (PZD) Review approval, along with all required documents no later than July 1, 2024. The Building and associated improvements are subject to approval pursuant to City of Fayetteville Development Review codes, processes, and procedures, including review by Planning Staff, Planning Commission, and City Council. Documents shall include all building facades, floor plans of all levels, infrastructure improvements, multi-use trail details, and all other requirements of City of Fayetteville codes.

G. Notwithstanding anything contained herein to the contrary, if Buyer does not secure a Building Permit for the Building within twelve (12) months of substantial completion of Seller's Civic Space, then this Contract and all agreements pertaining to this Contract shall be null and void and neither party shall have any obligations to the other party.

H. If Buyer fails to either (a) commence construction of the Building within sixty (60) days of Seller issuing a Building Permit or (b) complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then Seller at its sole discretion shall have the absolute and unconditional right to buy the Property back from Buyer, and any improvements made as of that date. If Seller elects to exercise its rights under this paragraph, the purchase price Seller will pay Buyer will be the original Purchase Price Buyer paid Seller for the Property, plus the fair market value of the completed improvements on the Property as determined by a third-party real estate appraiser, less all amounts paid by Seller for construction or construction estimates for the City Restrooms and Storage Space. The provisions for selection of appraisers contained in Paragraph 30 also apply to this Paragraph.

I. The Building must be designed and constructed to provide a ground floor that is open and inviting to the public on the north side to accentuate and facilitate the use of the Civic Space. The hotel lobby shall be located on the ground floor and shall be open and inviting. Additionally, a bar, restaurant or café and retail uses will be provided on the ground floor.

J. Buyer agrees to make a good faith effort to purchase building supplies and materials locally to support sales tax revenue for Seller.

K. Buyer must provide all parking required by Seller's parking codes and requirements at Buyer's cost. Buyer must provide the amount of valet parking to Building guests that is usual and typical for the size of the Building. As a condition of this Contract and prior to Closing, Buyer must own or have a written lease for sufficient property to provide parking as required by Seller's parking requirements, including but not limited to City Code sections 172.05 and 156.03C(5). To the extent Seller has any excess parking spaces available Seller agrees to lease the excess parking spaces to Buyer at current market rates. Seller makes no representations that it has any parking spaces available to lease to Buyer.

L. All Building loading recycling, and solid waste and associated receptables must be located on the west side of the Building. No such activities will be permitted from or facing any public street.

M. The Building design and construction will incorporate sufficient air filtering to promote indoor air quality.

N. The Building will be designed and constructed to provide an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. The Building will implement the use of smart energy-management systems to decrease energy use in the Building, including but not limited to the installation of smart systems to avoid heating and cooling vacant rooms.

O. Buyer and Seller will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. The amount of the costs of those improvements and an agreement as to which costs will be paid by Seller and which will be paid by Buyer are a condition of this Contract and a condition of Closing. Once the costs for these improvements are established, Buyer and Seller agree to pay their pro-rata share of such costs.

P. Seller agrees to pay one half of the cost of extending water and sanitary sewer to the Building's site to provide water and sewer to the City Restrooms. Once the costs for these improvements are established, Seller agrees to pay that amount to Buyer. The amount of such costs must be reasonable and must be approved by Seller in advance in writing.

Q. Seller will assist Buyer in coordinating burial of existing power lines to the extent necessary; however, Seller has no obligation to incur any costs associated with burying overhead power lines.

R. Buyer is responsible for providing all water, sewer, electrical, cable, telephone, gas, or other utilities to the Building. Seller has no obligation to incur any costs associated with Buyer's installation of utilities except for the costs associated with extending water and sewer to the Building site, if any, for the City Restrooms as described above. If it is necessary for Seller to grant utility easements across its property to provide utilities to the Property, Seller agrees to grant a utility easement, provided however, that the location of the easement and any utility lines and equipment are subject to Seller's prior approval.

S. The Building shall contain public restrooms at street level, accessible from the Frisco Trail to serve trail and other public space users (the "City Restrooms"). The Building shall also contain a storage space for storing equipment associated with the planned performance area of the Civic Space and such other items which City desires ("Storage Space"). In addition:

i. All City Restrooms must comply with the Americans with Disabilities Act.

ii. Buyer shall be responsible for constructing the City Restrooms and Storage Space to a "white box" finish, subject to Seller's approval of the design. The City Restrooms and Storage Space contain a minimum of 1,600 square feet. The Storage Space shall be located on the west side of the Building for convenient access to the City Space. The approximate location of the City Restrooms and Storage Space are shown on Exhibit 3, attached.

iii. The costs of construction of the City Restrooms as a white box finish and the Storage Space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical rough in, plumbing, and HVAC equipment and services, and other elements desired by the Seller prior to commencement of construction of the Building. Buyer is responsible for completing and delivering the City Restrooms in a white box finish and Seller is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

iv. The Seller shall have exclusive use, control, possession, and right to the City Restrooms and Storage Space pursuant to a perpetual exclusive easement to be granted by Buyer, the form of which must be agreed to by the parties and executed prior to or at Closing.

v. In addition to the City Restrooms, the Building must contain separate public restrooms at ground level for the use of the Building's patrons as required by all Seller, state, and federal ordinances, rules, and regulations.

T. The Building shall contain a street level "back of house" space to be used by event organizers in the approximate location as shown on Exhibit 3.

U. Buyer, at its expense, will implement, install, and maintain landscaping on the Property as required by Seller pursuant to plans developed by Seller's landscape design architects.

V. Seller shall maintain exclusive control of all of Seller's property and exterior spaces adjacent to the Building and Property. Should Buyer desire to use any Seller property, the use must be coordinated with Seller and anchor institutions adjacent to the area, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the Seller to represent its interests in creating a lively and attractive park and Civic Plaza. Buyer must apply for use of Seller's property in the same manner as any other member of the public.

W. The Building shall provide a location for the display of local art, to be coordinated between Buyer and local arts organizations, schools, or the Seller.

X. All other terms and conditions as the parties may agree.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

BUYER:

REINDL PROPERTIES, INC.

By: 

Brian Reindl

Date: 10/12/2023

SELLER:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____

Kara Paxton, City Clerk-Treasurer

EXHIBIT 1

Drawing of appropriate location of the Property

EXHIBIT 2

Conceptual Building design and materials

EXHIBIT 3

Depiction of approximate location of City Restrooms, Storage Space,

and back of house space

Walton Arts Center

October 16, 2023

Dear City Council members,

City of Fayetteville staff are recommending approval of a resolution authorizing the mayor to sign the Real Estate Purchase Contract with Reindl Properties, Inc. for the sale of land on the south end of The Ramble civic plaza. The land is slated to be used for a new hotel to anchor The Ramble on the south end.

We continue to have serious concerns about the impact this will have on the Walton Arts Center and the Entertainment District in regard to parking. To date, we have not seen a viable plan for parking hotel guests and staff beyond the approximately 32 onsite parking spaces planned for the site. Instead of including the necessary infrastructure to support the needs of the new hotel from the start, this will only take from the existing, finite parking that is available. Parking is important because it allows those anchor institutions and established businesses in the area to maintain their customer base while also attracting new customers and event attendees for The Ramble. Responsibly assessing and addressing the changing needs of this developing area ensures that established businesses are supported, and all developments are positioned for success.

To that end, the business owners in the area invested in a comprehensive study to assist in identifying future parking needs and making recommendations to address those needs. A copy of that report (attached here) was completed April 2023 and was provided to City Council at that time. The study provider, Kimley-Horn, was made available to Council for information and questions.

You may recall that the parking study indicated the potential need for 500 additional parking spaces during peak events and 125 spaces during non-peak events if the current plans for development on the south end of The Ramble and plans for both sides of Dickson Street on the north end are realized. Adding additional development without also identifying and planning for adequate and proximate parking for that development does not make sense.

We can't just maintain the status quo when it comes to parking. Additional parking demands will come. We consistently hear from patrons that the existing parking options are full as much as 30 minutes prior to performances. It is also not unusual for patrons to miss all or part of a performance because they couldn't find parking in time. Prepaid parking has helped, but that sells out for very popular shows.

As Council continues down the path of approving the proposal to build a hotel in the area, we again implore you to make certain that the project provides the necessary infrastructure to provide adequate parking for hotel guests and staff. Your foresight and planning at this juncture will provide enormous benefits to the many residents of Fayetteville and Northwest Arkansas who will come to the downtown area for our restaurants, arts presentations, and events.

Sincerely,

Peter B. Lane
President/CEO

cc: Nate Hodne/Executive Chair
cc: Mayor Lioneld Jordan

April 25, 2023

DICKSON / BLOCK PARKING STUDY

Fayetteville, AR

Final Report



Prepared By:

Kimley»Horn

Acknowledgements

The Dickson/Block Parking Study was initiated by the Walton Arts Center in September 2022 with the support of a coalition, City of Fayetteville staff, and the Mayor's office. The coalition includes members of the Entertainment District community, including the Dickson Street Merchants, Experience Fayetteville, and the University of Arkansas.

Purpose of Study

As the Dickson/Block corridors within the Entertainment District continue to expand their businesses, events, and arts offerings, the current parking capacity is nearly effectively full, at over 80% during some event conditions.

A strategic approach to accommodate future growth is needed.

The purpose of this study is to:

- Understand the current and future parking needs of the Entertainment District with a focus on the Dickson/Block corridors, various user groups, and size of events,
- Project parking supply needs with new Civic Plaza and proximate future developments, and
- Recommend viable short-, medium-, and longer-term solutions.

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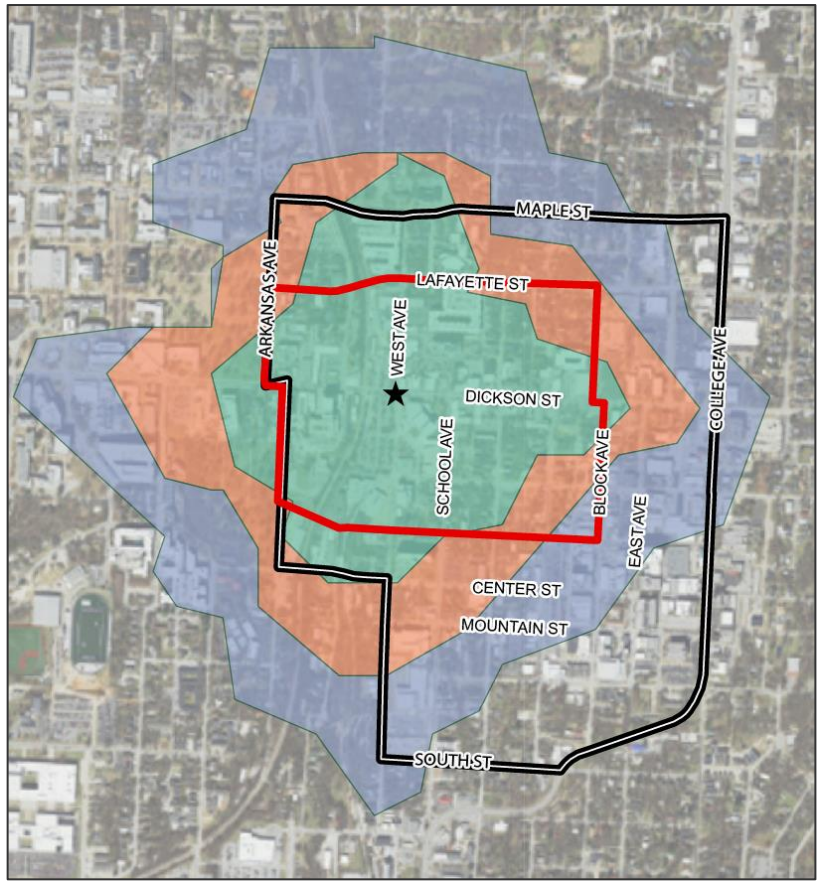
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PROJECT OVERVIEW



Differences from 2017 Mobility Study



Source: City of Fayetteville, AR

In 2017, the City of Fayetteville commissioned a study to understand the existing conditions of the transportation network, which involved the parking ecosystem. Findings from the 2017 Mobility Study align with the Dickson/Block Parking Study, making the two studies complementary.

A key difference between the two studies is that the 2017 Mobility Study had a multimodal focus and included parking as a key element, whereas this study is focused primarily on parking.

The map to the left shows the current study boundaries compared to the one from 2017. The current study is more focused on the Entertainment District (~0.2 square miles), whereas the 2017 Mobility Study had a broader focus on the City of Fayetteville (~0.5 square miles).

Legend

- Current Parking Study Boundaries
- 2017 Mobility Study Boundaries
- 5-min Walkshed
- 7-min Walkshed
- 10-min Walkshed

Differences from 2017 Mobility Study

The 2017 Mobility Study included one (1) weekend to determine baseline parking conditions. The 2023 study collected parking demand data from three (3) weekends with a focus on special events, such as Broadway and University of Arkansas football weekend as well as non-event baseline conditions.

The additional data gathered also brings to light both the growing Entertainment District business community and the University of Arkansas student population as well as the increased number of event offerings, such as Broadway shows.

Best Practice Alert:

Parking studies should be updated about every five (5) years due to the nature of urban development, growth, and to ensure current parking strategies still align with the organization's goals and future vision.

	2017 Mobility Study	2023 Study
Study Area	0.5 Sq miles	0.2 Sq miles
Data Collection	1 weekend to determine baseline	3 weekends with special attention to events (Broadway show, football game, non-event)
Businesses	Dickson St. Merchants formed in 2013 and working to increase vitality of Dickson/Block corridors	New restaurants and businesses in Dickson/Block corridors and new proposed developments
University	27,000 students	30,000 students (11% growth)
Events	WAC was under construction during data collection	7 weeks of Broadway shows at WAC, Tin Roof, TheatreSquared

Context and Study Area

The study area boundaries are Lafayette Street (north), Arkansas and University Avenue (west), Meadow Street (south), and Saint Charles and Block Avenue (east). The map shows the city-managed facilities in red, and lots owned by private entities in blue. Lots that are privately owned but managed by the city are categorized as city-managed, shown in red.

Within the Entertainment District, there are different types of users utilizing the parking throughout the day and year for activities and events such as:

- Daytime activity
- Weekly evening entertainment
- Performing arts and Events
- University of Arkansas Football games

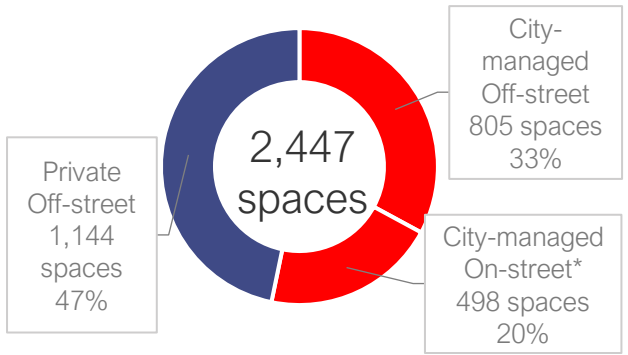
The Dickson/Block Parking Study aims to understand how various users and types of events that happen within the Entertainment District use parking in terms of proximity and availability needs.

The overall parking inventory of the study area is 2,447 spaces, which includes 1,144 spaces in private off-street spaces (47%), 805 spaces in city-managed off-street spaces (33%), and 498 spaces in city-managed on-street spaces (20%).

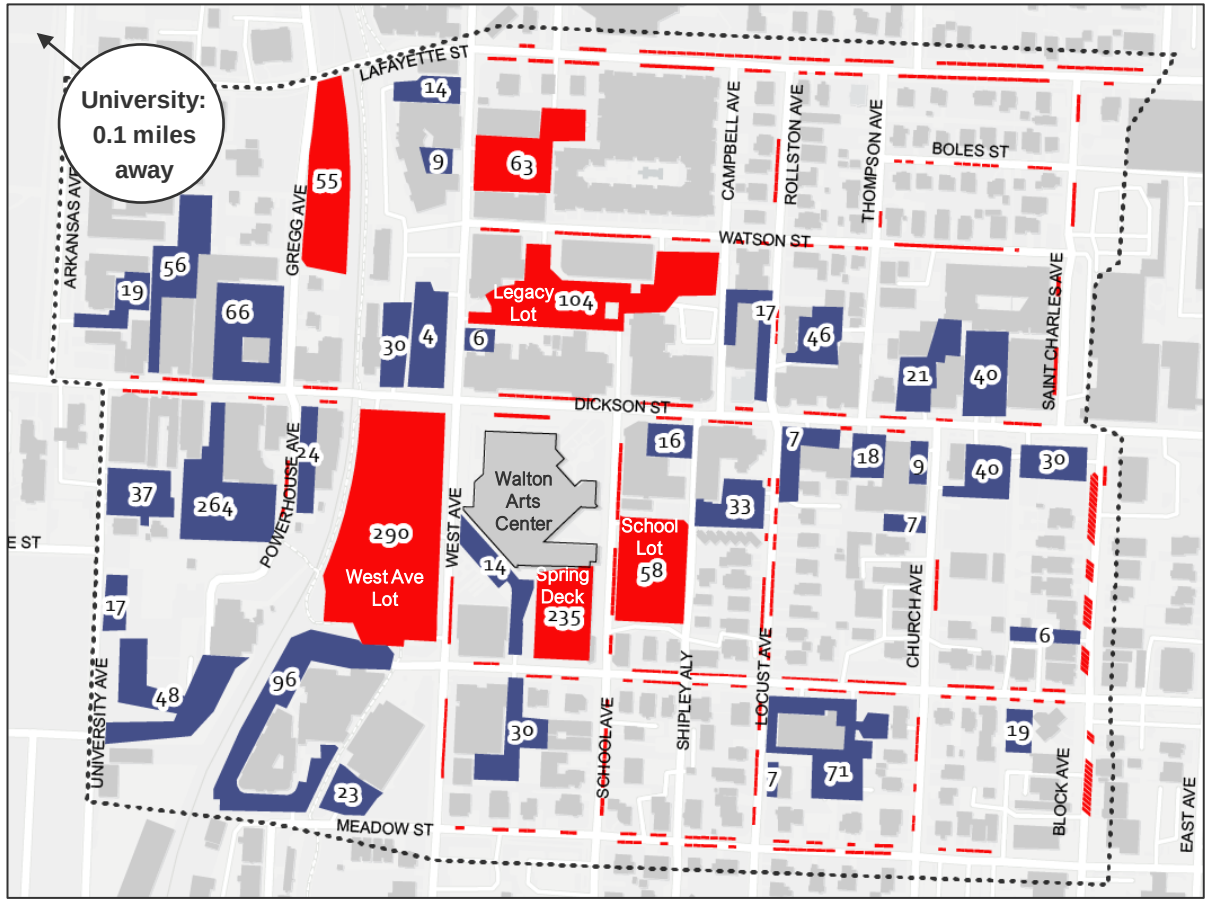
Parking Spaces in Study Area

Total Off-street: 1,949 spaces

Total On-street: 498 spaces*



*114 on-street parking spaces are reserved for resident-only parking



Legend — City-managed Parking — Private Parking — Study Area

Users of the Dickson/Block Area

With the four (4) key user types that frequent the Entertainment District, it is important to understand their parking needs based on their frequency of use, typical ages, walking tolerances, and resulting parking needs.

Walking tolerances are particularly important to take into consideration in a downtown ecosystem because certain user types may not be willing or able to walk over a certain distance.

For example, a daytime patron that is coming to the Entertainment District for a lunchtime break will have a walking tolerance of ~1-3 minutes because they may be picking up lunch or dropping off mail. In comparison, a patron attending a football game at the University of Arkansas may be younger and willing to walk as much as one (1) mile to get to their destination from their parking spot.

Parking locations and intended user types should be taken into consideration when evaluating parking availability.

	Daytime Patrons	Weekly Evening Entertainment Patrons	Performing Arts/Events	Football Games
Frequency	365 days (100% of days/yr.)	52 weeks (100% of weekends/yr.)	37 weeks (70% of weekends/yr.)	6 home games (11% of weekends/yr.)
Typical Ages	Mixed group of students, residents, workers and visitors	Entertainment / younger crowd	Mixed group of patrons, including higher number of people ages 55+	Mixed group of students and football attendees
Walking Tolerances	~1-3 min walk	~ 5 min walk	~ 3 min walk	>15 min walk
Needs	Mix of high turn-over proximate parking and lower cost parking options to access local businesses	Off-street and less proximate parking is acceptable. Patrons willing to walk a further distance than during lunch.	Proximate parking to accommodate mobility needs. Enough parking to accommodate large peak volumes.	Attendees use Entertainment District parking as overflow; Not a primary user group.

Source: How Far Should Parkers have to Walk? (1994), https://www.gsweventcenter.com/GSW_RTC_References/2008_05_Smith-Butcher.pdf

Events in Dickson/Block

When planning for parking needs, a best practice is to evaluate special events and times in which a large amount of people are coming to the Dickson/Block area. This primarily includes:

- Walton Arts Center (1,400 capacity)
- George's Majestic Lounge (700 capacity)
- Tin Roof (600 capacity)
- Theatre Squared (275 capacity)

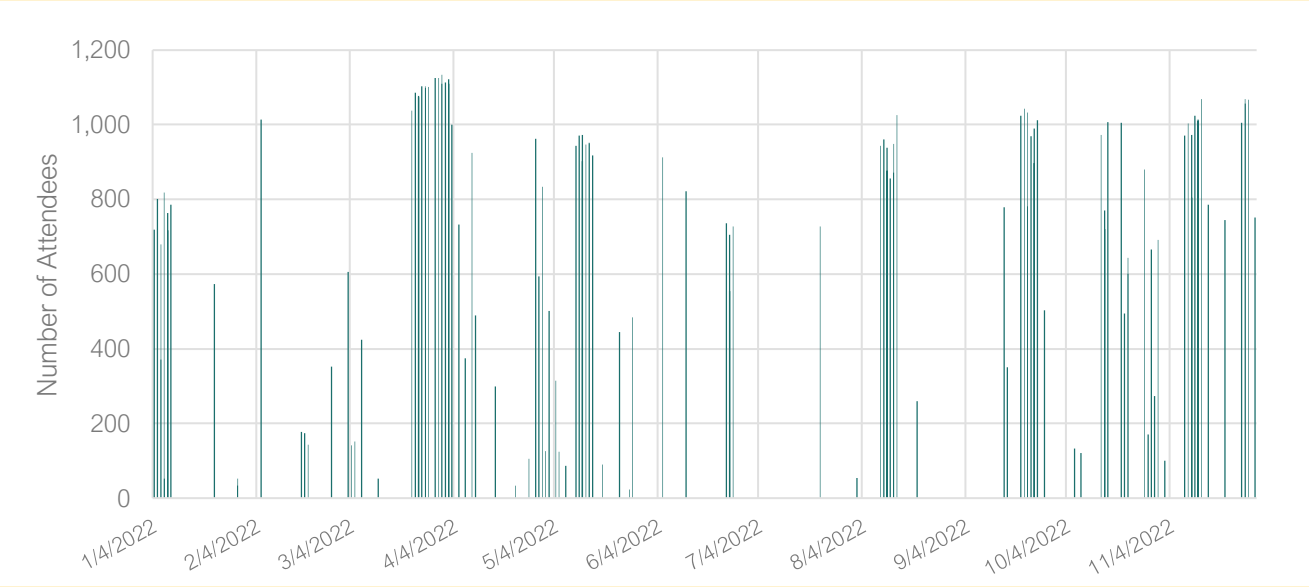
While there are many different event venues in the Dickson/Block area, events are happening more regularly and are a more frequent occurrence. The graphs to the right provide a snapshot of the event regularity throughout 2022 as well as the attendance by number of events. Approximately 50% of the events hosted by WAC attracted 800 attendees or more. In addition, WAC hosts events with over 800 attendees almost 20% of the weekends in a year.

According to the Institute of Transportation Engineers (ITE), approximately one (1) parking space is needed for every three (3) seats within a venue. Therefore, for a parking venue with a 1,400-seat capacity, approximately 420 parking spaces are needed for the event. This is consistent with the data Kimley-Horn collected.

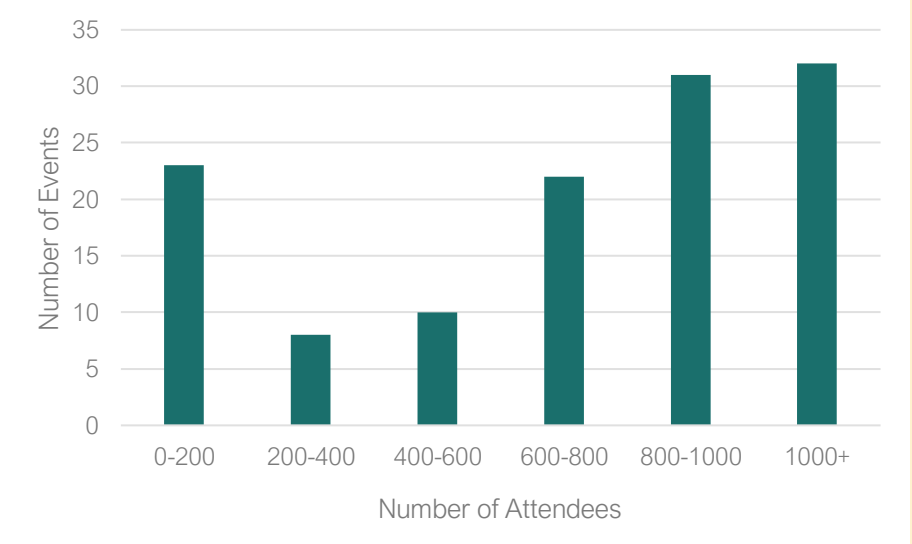
Takeaway

Due to the frequency of special events in the Dickson/Block area, the 2023 study focuses on evaluating and planning for event conditions and uses non-event conditions as a baseline metric.

Distribution of WAC Events throughout the Year



WAC Number of Attendees by Number of Events



The Role of Parking in a Downtown Environment

For efficient downtown parking ecosystems, on- and off-street parking serve different needs and are complementary parts of the same system. The map to the right shows both the on-street (yellow) and off-street parking facilities (black). On-street facilities serve short-term uses, such as lunch pick-up or mail drop-off, and have high patron turnover. Conversely, off-street parking serves longer-term needs and allows users to have access to the facility for an extended period for a lower cost. On-street parking availability is critical for small businesses to have access of their services to their customers. For pricing, on-street parking is typically set at a higher rate than off-street parking to incentivize shorter-term stays and high turnover.

For users to be able to utilize off-street parking spaces and maintain on-street spaces for short-term use, off-street spaces must be easy to find and understand and offer adequate wayfinding and signage.

As a measure of how efficient the parking system is, parking space utilization is used to understand how many spaces are being used at one time. Optimal off-street utilization is between 85-95%, with 85% being more efficient. This analysis uses 90% as a conservative estimate. Optimal on-street utilization is between 65%-85%, with one to two spaces available per block.

Best Practice Alert:

As a parking management best practice, parking revenues cover parking capital, maintenance, and operational costs associated with running a parking system.

Source: Shoup (2005), The High Cost of Free Parking

On-street Parking	• Short-term use • Requires high turnover to be effective • Higher price to incentivize turnover
Off-Street Parking	• Long-term needs • Lower price than on-street • Wayfinding signage needed, especially for garages



DATA COLLECTION METHODOLOGY

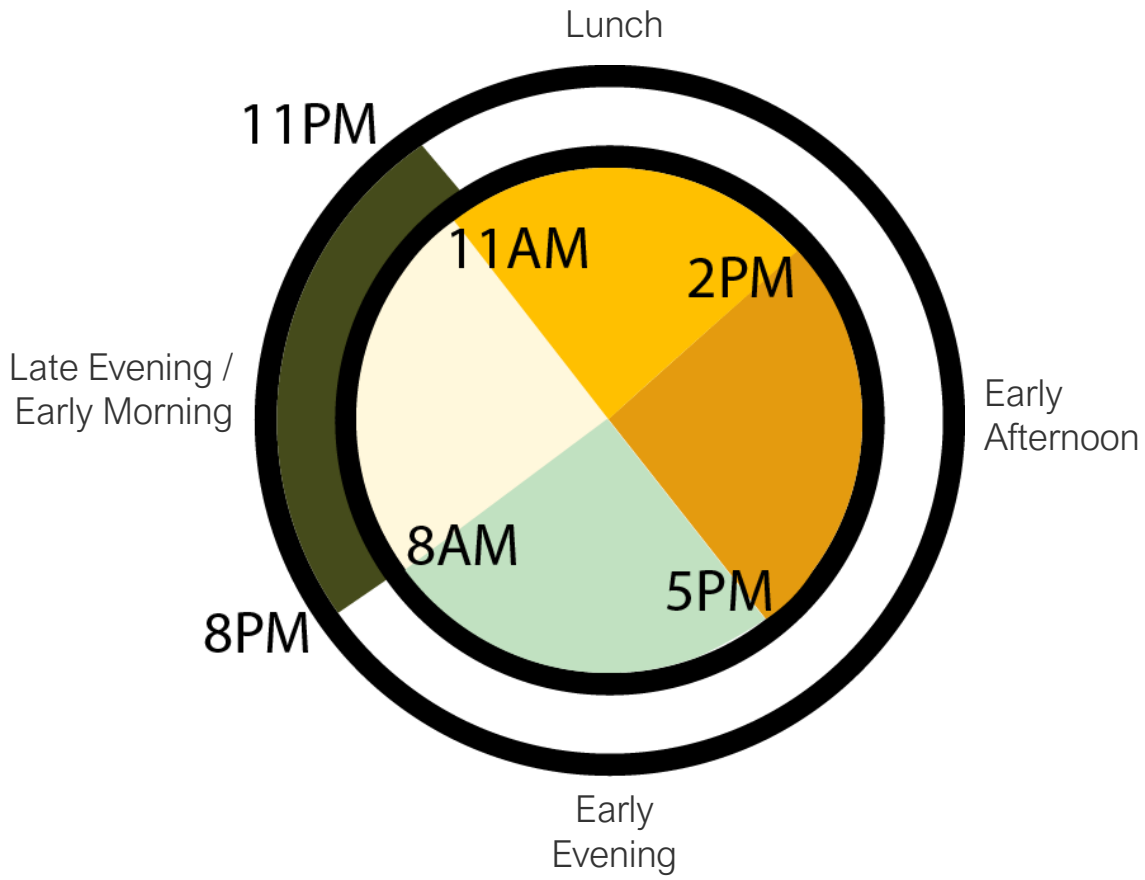


Time Periods Collected

Parking utilization was collected for the following periods:

- **Non-Event Weekend**
  (Thurs, Oct 6th – Fri, Oct 7th)
- **Broadway Show at WAC Weekend**
  (Thurs, Sept 22nd – Sat, Sept 24th)
- **University of Arkansas Football Weekend**
  (Fri, Sept 30th – Sat, Oct 1st)

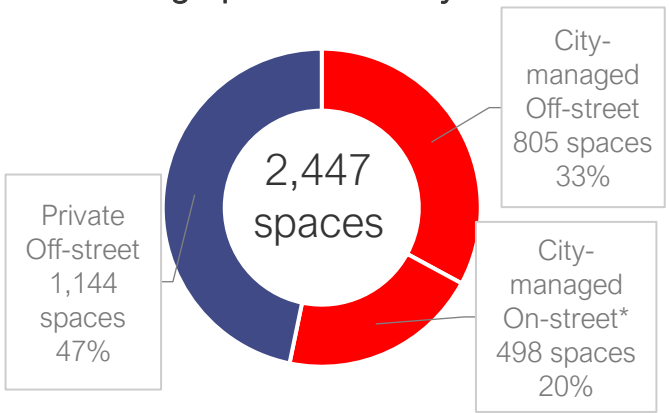
DATA WAS COLLECTED EVERY THREE (3) HOURS:



Data Collection Area

Data was collected for the full study area of 2,447 spaces including 1,949 spaces in off-street facilities and 498 spaces in on-street facilities.

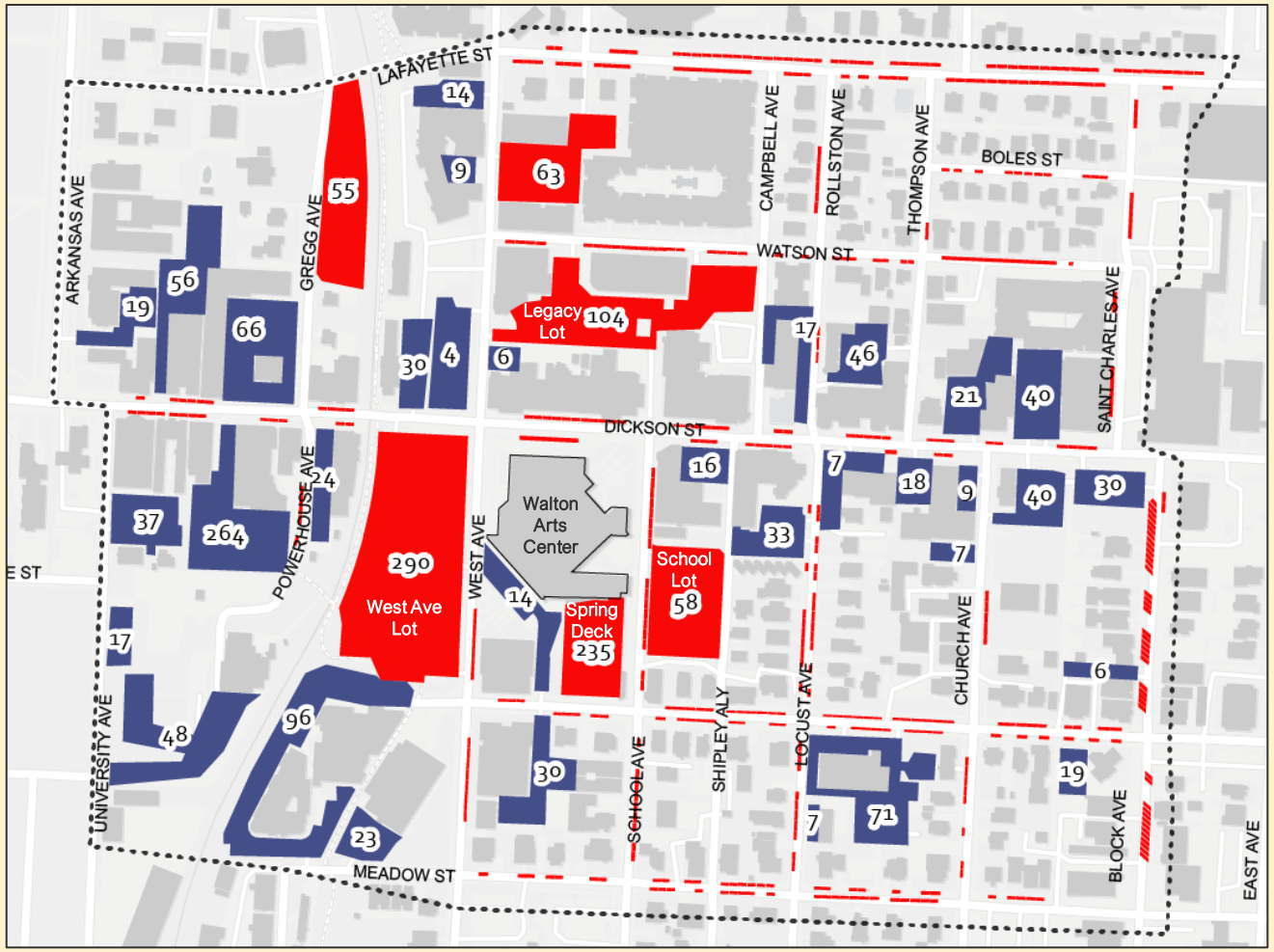
Parking Spaces in Study Area



Total On-street: 498 spaces*

Total Off-street: 1,949 spaces

**114 on-street parking spaces are reserved for resident-only parking*



ON-STREET PARKING FINDINGS



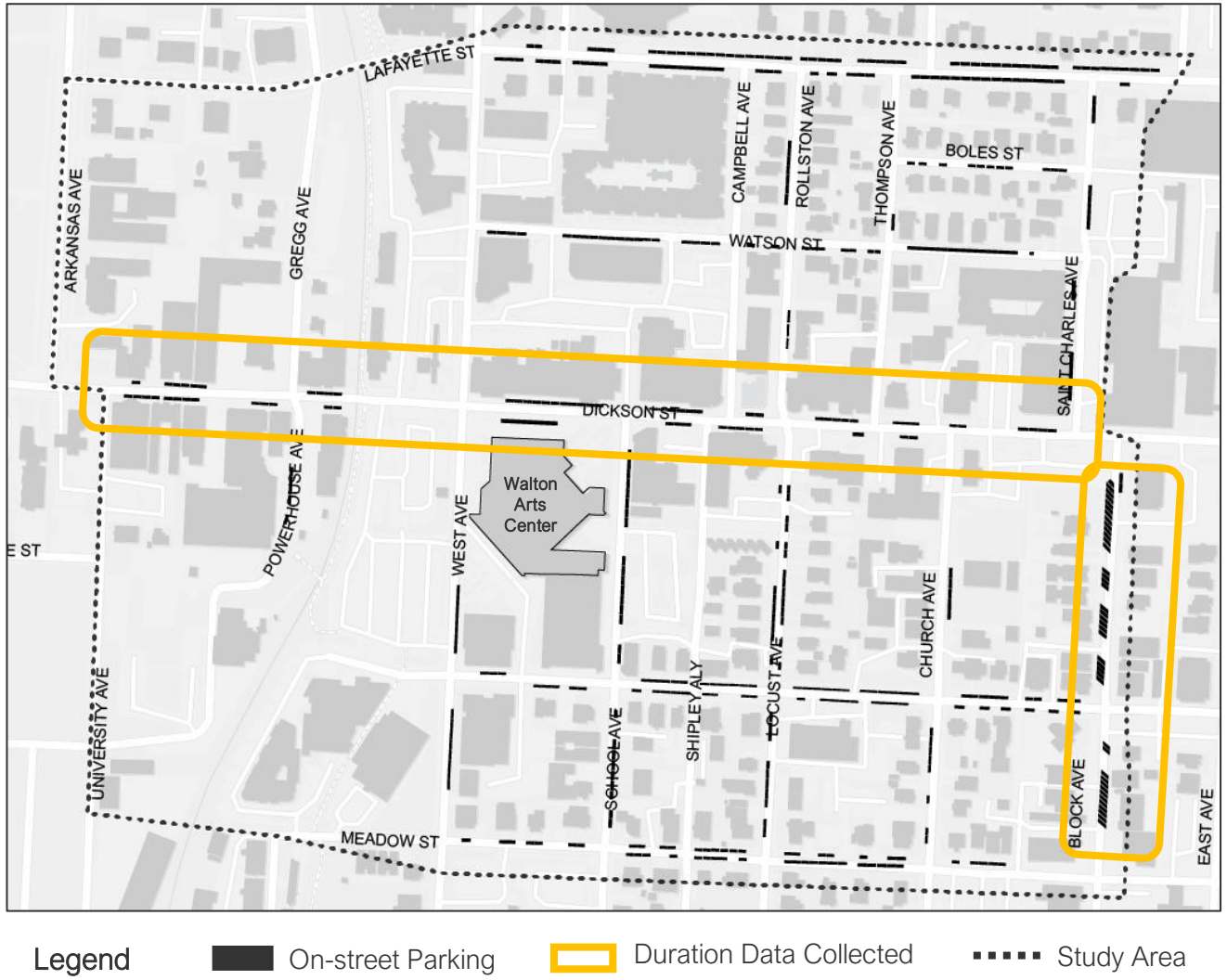
On-Street Characteristics

On-street parking within the Entertainment District is owned and operated by the City of Fayetteville and is free between 2 AM and 2 PM. The cost of parking for all other times is:

- 2 PM – 6 PM: $0.50 per hour
- 6 PM – 2 AM: $1 per hour
- All-day option: $5

Parking fees are collected through the ParkMobile app and pay stations located throughout the District.

Data was collected for both utilization (number of spaces occupied) as well as turnover (how often a new customer is in a parking space). Utilization data was collected for all 498 on-street parking spaces. In addition, turnover data was collected for the 114 on-street spaces along Dickson Street and Block Avenue (highlighted in yellow on the map to the right). Because Dickson and Block are the two primary commercial corridors within the District, the additional turnover information was collected to better understand current parking operations.



Dickson/Block Corridors On-Street Parking Demand

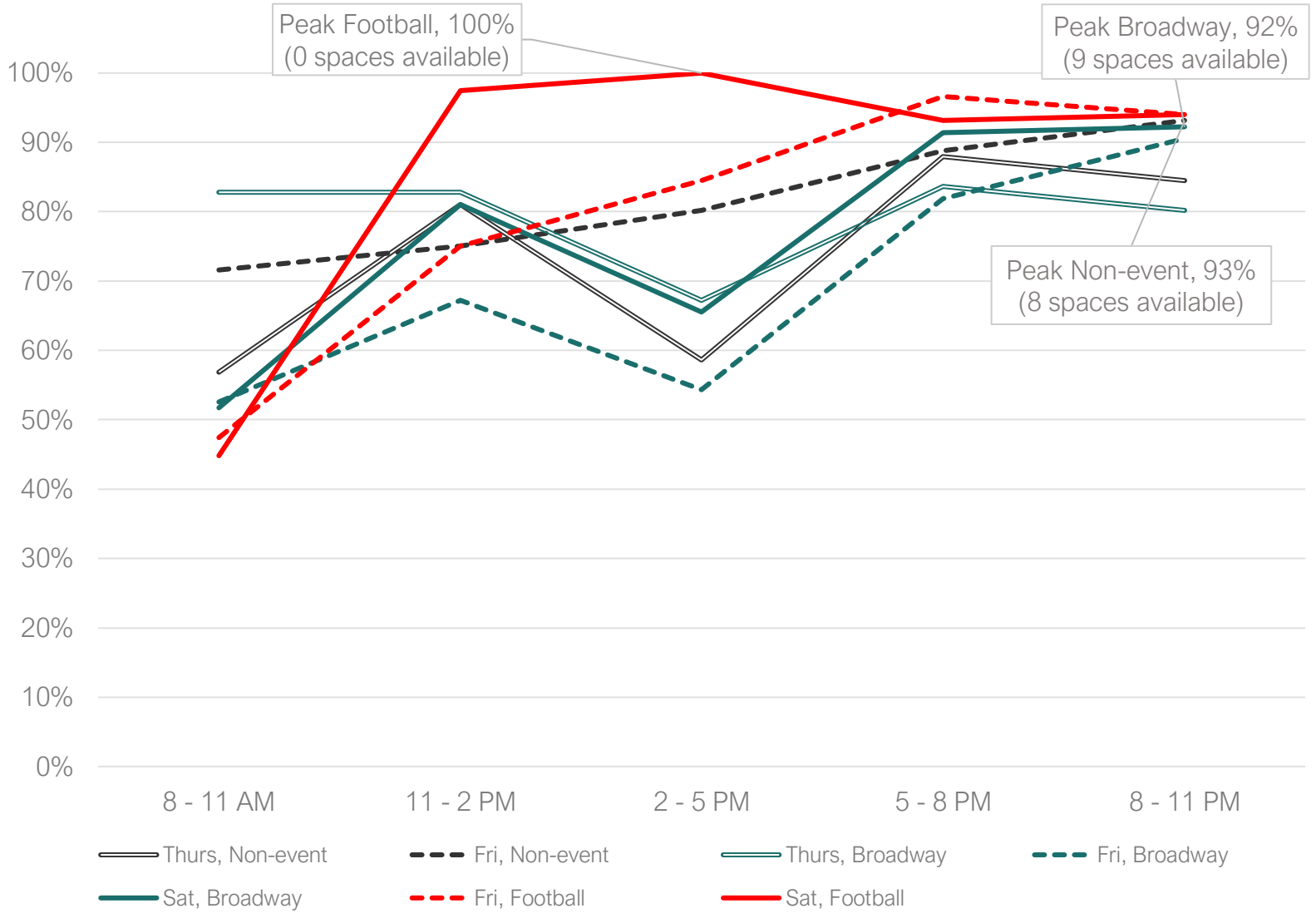
The graph to the right shows an overview of the Dickson/Block corridors on-street parking demand throughout the five (5) data collection time frames for all three (3) data collection weekends including:

- Non-event Weekend (Shown in black)
- Broadway Weekend (Shown in green)
- Football Weekend (Shown in red)

The Dickson/Block corridors showed the highest utilization compared to the rest of the District. Of the data collection weekends, the highest occupancy was observed during the football weekend at 100% occupancy during the 2:00 PM – 5:00 PM time frame. This is in line with the football game start time of 2:30 PM. The Entertainment District experiences spillover from football attendees due to the proximity and low cost of parking.

Because football weekends only occur roughly six (6) times per year, the focus of the data analysis is on the Broadway and non-event weekends.

During non-football weekends, the peak time frame was 8:00 PM – 11:00 PM at 92-93%, which is considered full (>85% occupied*).

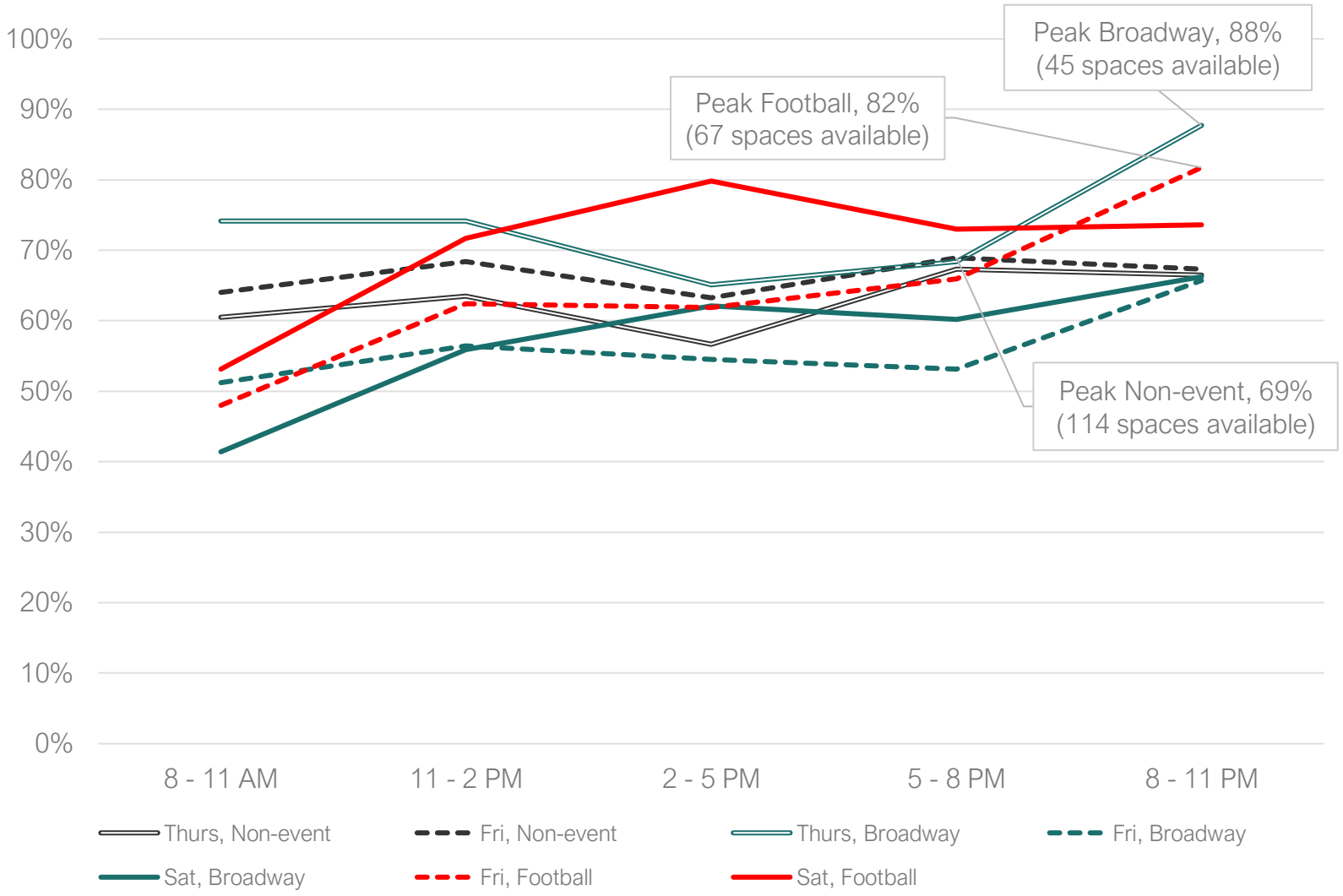


*Optimal on-street utilization is between 65-85%.
Source: Shoup (2005), The High Cost of Free Parking

Non-Dickson/Block Corridors On-Street Parking Demand

Non-Dickson/Block areas are areas with less commercial activity on them. These had lower utilization compared to the Dickson/Block corridors, but they were still highly utilized. In particular, the Broadway weekend had the highest peak occupancy of 88%, which is considered effectively full, during the 8:00 PM – 11:00 PM time frame.

Parking utilization in the Entertainment District is high, with the on-street parking system being especially utilized, even in less commercial areas.



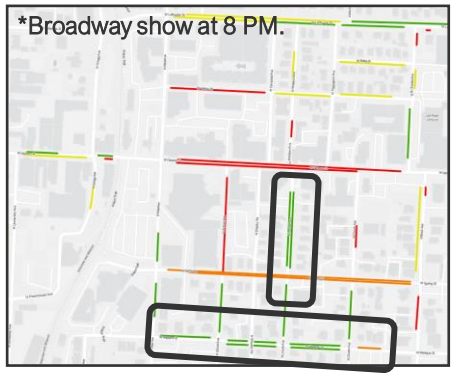
Data Collection Trends – At a Glance

The graphs below show the data on the previous slides in a different way and include the Friday of the Non-Event and Broadway weekends for the five (5) data collection time frames.

Non-event (Friday)

8 – 11 AM	11 - 2 PM	2 – 5 PM	5 – 8 PM	8 – 11 PM
				
Streets north of Dickson **have higher occupancy** than Spring Street. This indicates that residents are using on-street spaces for overnight parking	School Ave jumped from <50% occupied to >75% occupancy; Accommodates overflow from Dickson Street	Heavy lunch/afternoon demand for Dickson St corridor	On-street parking is highest **during dinner-time rush**	Block Ave is busiest during the **nighttime** hours

Broadway (Friday)

8 – 11 AM	11 - 2 PM	2 – 5 PM	5 – 8 PM	8 – 11 PM
				
Typical Demand	Typical Demand	Typical Demand	• Residential parking areas remained underutilized during high demand of Broadway show. • WAC volunteers park on Spring	After show ends, on-street parking is still >90% full; **Broadway patrons use of off-street supply pushed evening entertainment to on-street.**

Legend: 0 – 50% | 50 - 75% | 75 – 90% | 90% +

*Football weekend is less common and reflects an outlier event.

On-Street Duration of Stay

Parking turnover information was collected for the 114 spaces on Dickson Street and Block Avenue, divided into four (4) blocks. Block 2, which has many active businesses, was the area where parkers stayed the longest, at an average duration of about 8 hours. The lowest parking duration was on Block 4, at about 4.5 hours.

The average duration of stay for Dickson/Block corridor parkers was approximately six (6) hours. Parkers are utilizing the low cost of parking, such as the all-day option for $5, to stay parked in one space for a long period of time. Therefore, each parking space can only accommodate about two (2) cars per day.

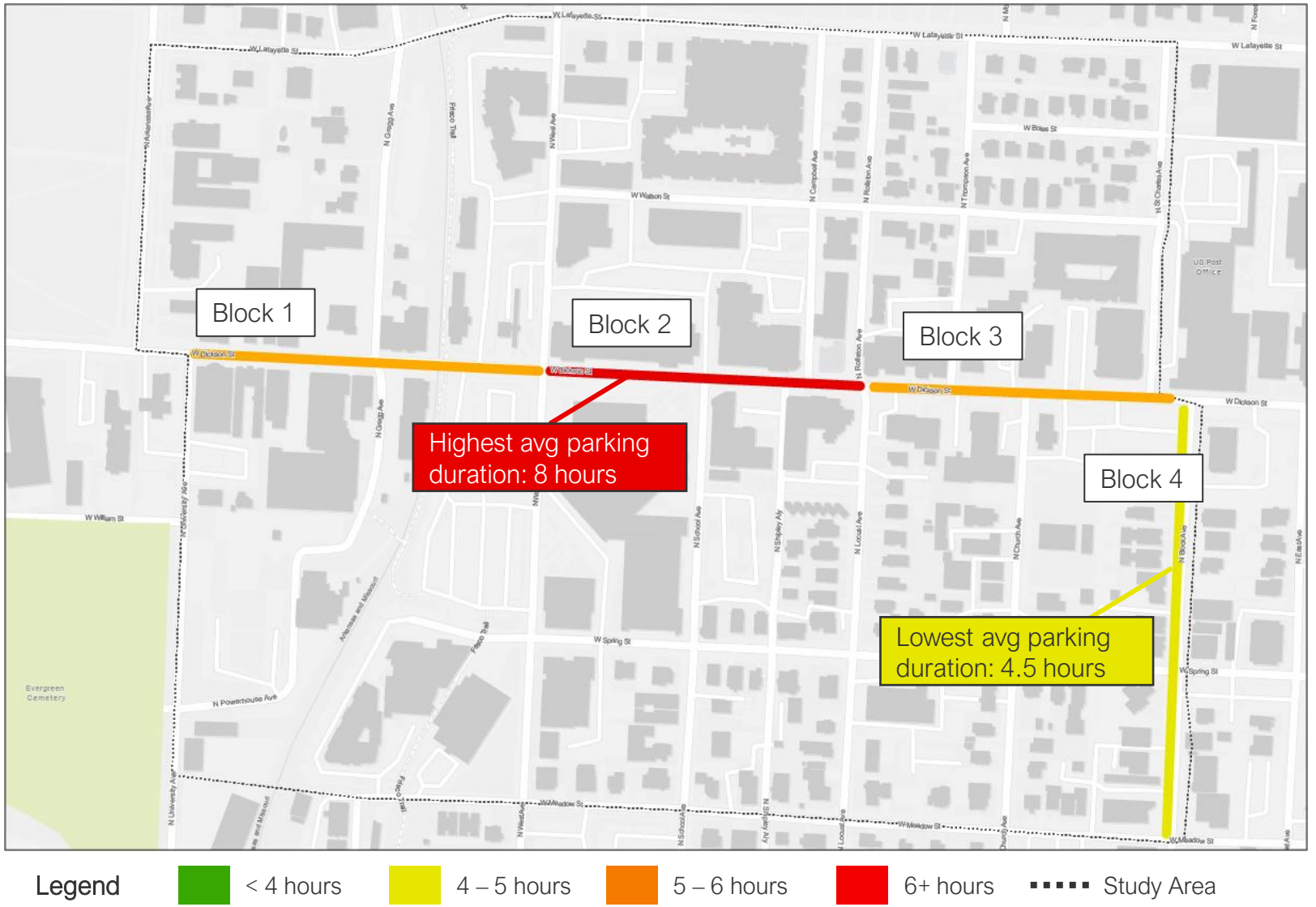
For perspective, there were about 250 unique vehicles that utilized the Dickson/Block corridors on-street spaces per day. If a 2-hour time restriction was implemented, the number of unique vehicles could be 750 vehicles per day.

Takeaways

The lack of turnover within the Dickson/Block corridors is working against the needs of businesses and limits the number of people that can access those businesses.

Additionally, the all-day parking option for $5 per day encourages people to stay for long periods, rather than only using the parking space when it is needed most.

OBSERVED PARKING DURATION DURING SATURDAY (9/24) OF BROADWAY WEEKEND



On-Street Parking Takeaways

- Dickson/Block are the **highest-demand** corridors, which is expected because of the high amount of commercial activity.
- During event conditions, evening entertainment parking demand **gets pushed** to on-street locations further from Dickson/Block.
- On-street parking pricing should be **higher** and **time-limited** to encourage higher turnover needed for businesses.
- Most on-street parking north of Dickson is **de facto residential parking**, presumably serving the needs of multi-family residential. Do residents have enough off-street parking or is on-street more convenient?
- Streets south of Dickson could be converted from **residential to public parking** to take advantage of underutilized on-street spaces. Streets such as Meadow St remained <50% utilized and presents an opportunity to increase the number of spaces available for public parking.

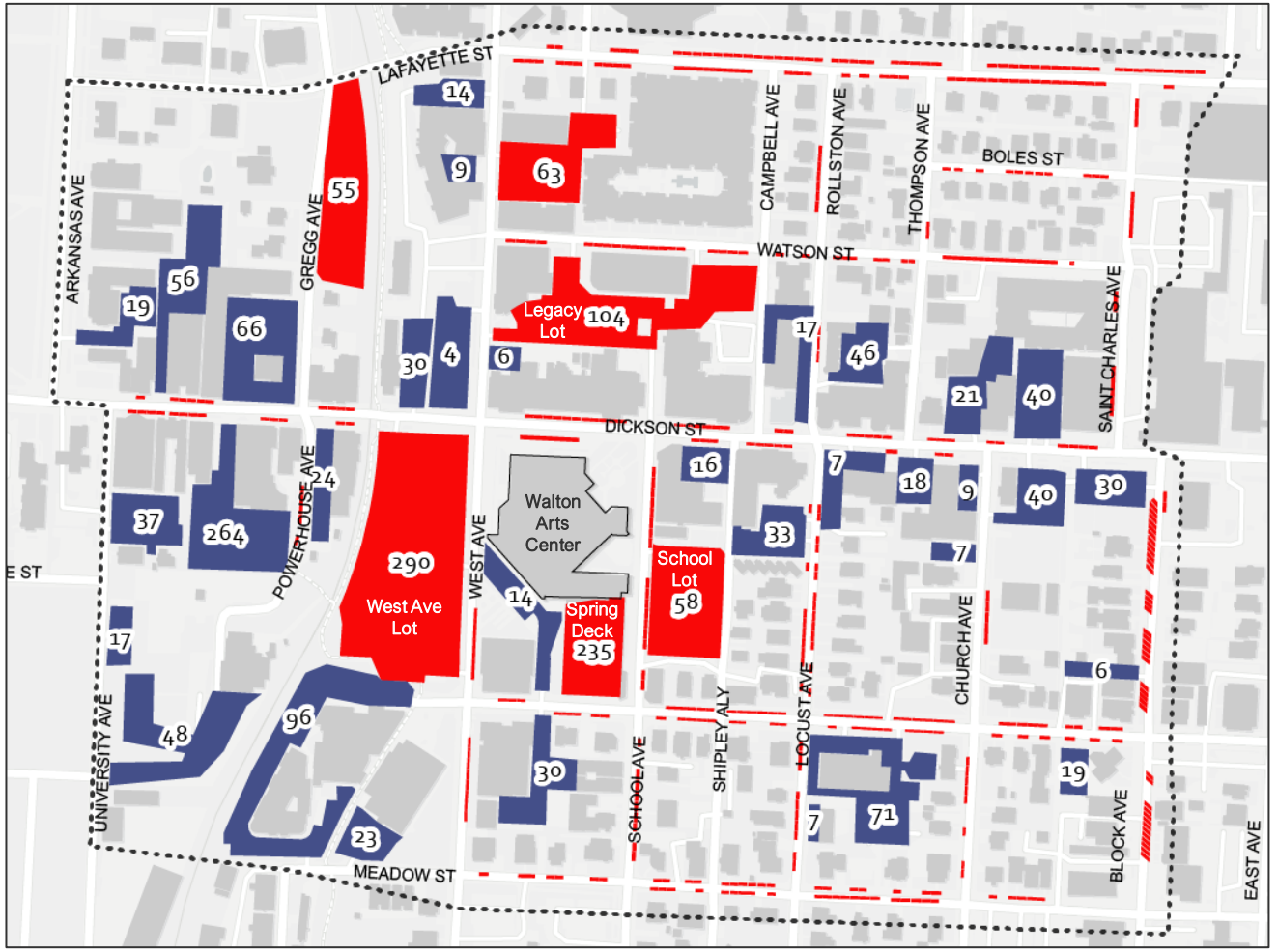
OFF-STREET PARKING FINDINGS



Off-Street Characteristics

There are approximately 1,949 off-street spaces within the Entertainment District. About 59% of the off-street spaces are privately owned and managed, and about 41% are city-managed. For the city-managed off-street facilities, parking is free between 2 AM and 2 PM. The cost of parking for all other times is:

- 2 PM – 6 PM: $0.50 per hour
- 6 PM – 2 AM: $1 per hour
- All-day option: $5



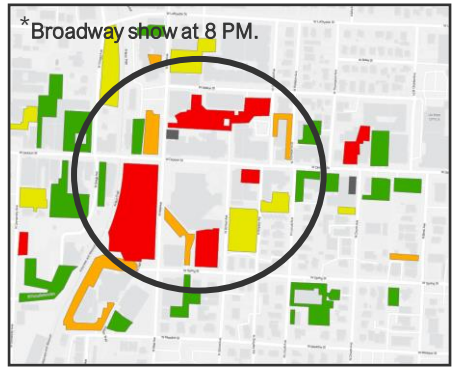
Data Collection Trends – At a Glance

The graphs below show the data on the previous slides in a different way and include the Friday of the Non-event and Broadway weekends for the five (5) data collection time frames.

Non-event (Friday)

8 – 11 AM	11 - 2 PM	2 – 5 PM	5 – 8 PM	8 – 11 PM
				
West Avenue Lot is still **>50% full** in the mornings, indicating long term parking use and potential student use	West Ave and Legacy Lot are **>90% full** before 2 PM. Student parking combined with lunchtime demands result in high utilization	West Ave Lot clears out after the lunchtime rush. This is also when the City starts to charge for parking	Lots proximate to Dickson Street utilized more after 5 PM	Non-event weekends **peak at night-time hours**. Spring Street garage is <50% utilized

Broadway (Friday)

8 – 11 AM	11 - 2 PM	2 – 5 PM	5 – 8 PM	8 – 11 PM
				
Typical Demand	Typical Demand	Typical Demand	• Proximate parking filled **before** Broadway show. • About **360 more cars in off-street lots** compared to non-event.	Broadway was the primary parking demand driver during the show run time and clears out afterward.

Legend: 0 – 50% | 50 - 75% | 75 – 90% | 90% +

*Football weekend is less common and reflects an outlier event.

Off-Street Parking Takeaways

- During non-event conditions, **demand is highest** during the evenings, yet parking decks such as Spring Street remain underutilized. Is there adequate wayfinding in parking decks to guide parkers to available spaces?
- During event conditions, proximate parking **fills up before showtime** and shows a need for additional proximate parking.
- Many lots east and west of the Dickson/Block area appear available during peak conditions. However, many are privately owned and **present a challenge around accessibility**.
- Broadway shows attract about **360 additional cars** to the Dickson/Block area compared to non-event conditions. This is in line with industry standards of about one (1) parking space for every three (3) seats within a venue.

SUMMARIZING EXISTING CONDITIONS



Available Parking within Dickson/Block Corridors

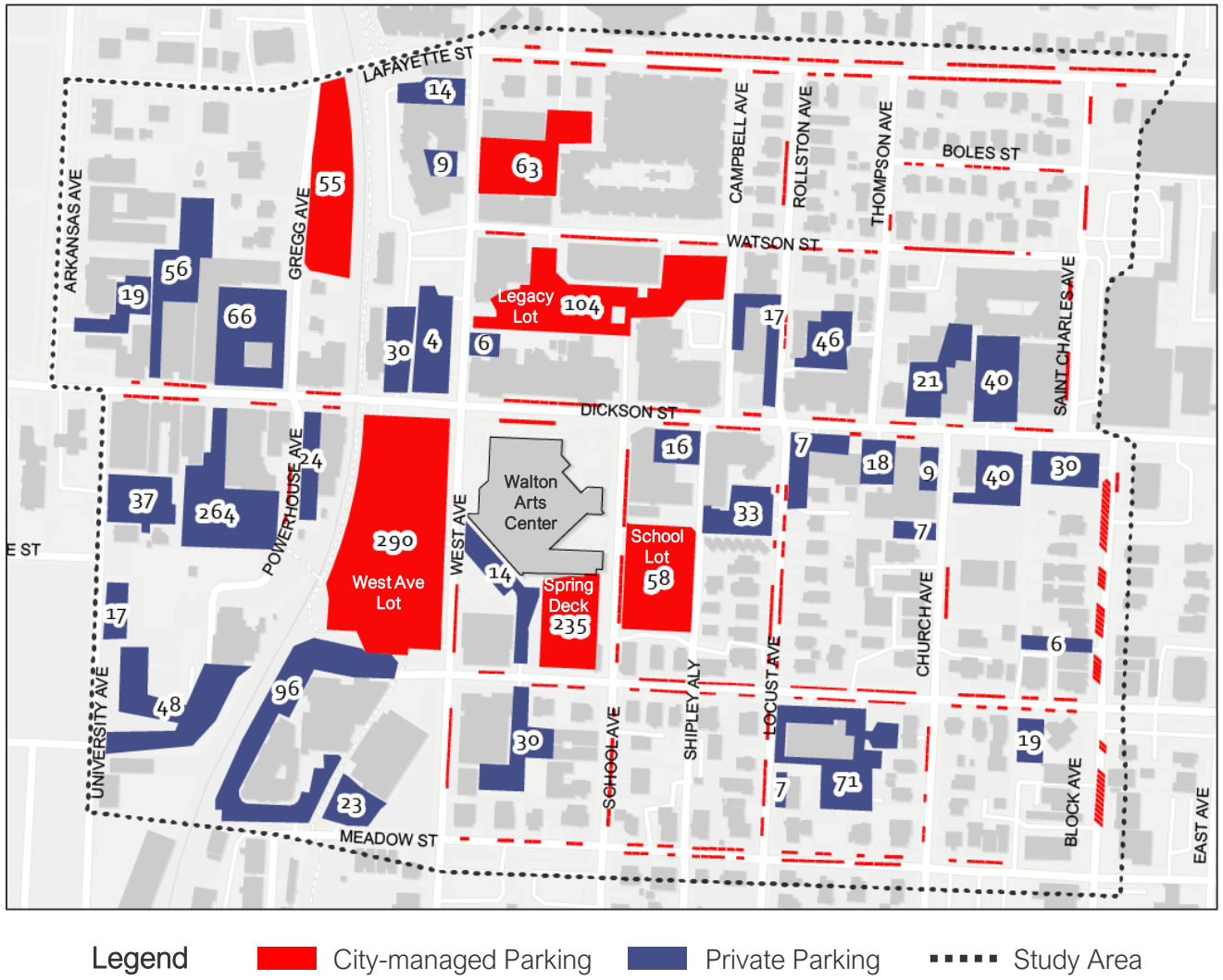
As seen in the existing conditions, many lots east and west of the Dickson/Block corridors remain underutilized. This is due in part to the insufficient wayfinding and signage available to guide parkers to available spaces. Additionally, private lots offer varied prices and different rules for compliant parking. As shown in the below photographs, signage may be hard to understand, unclear, or may not appear available to the public.







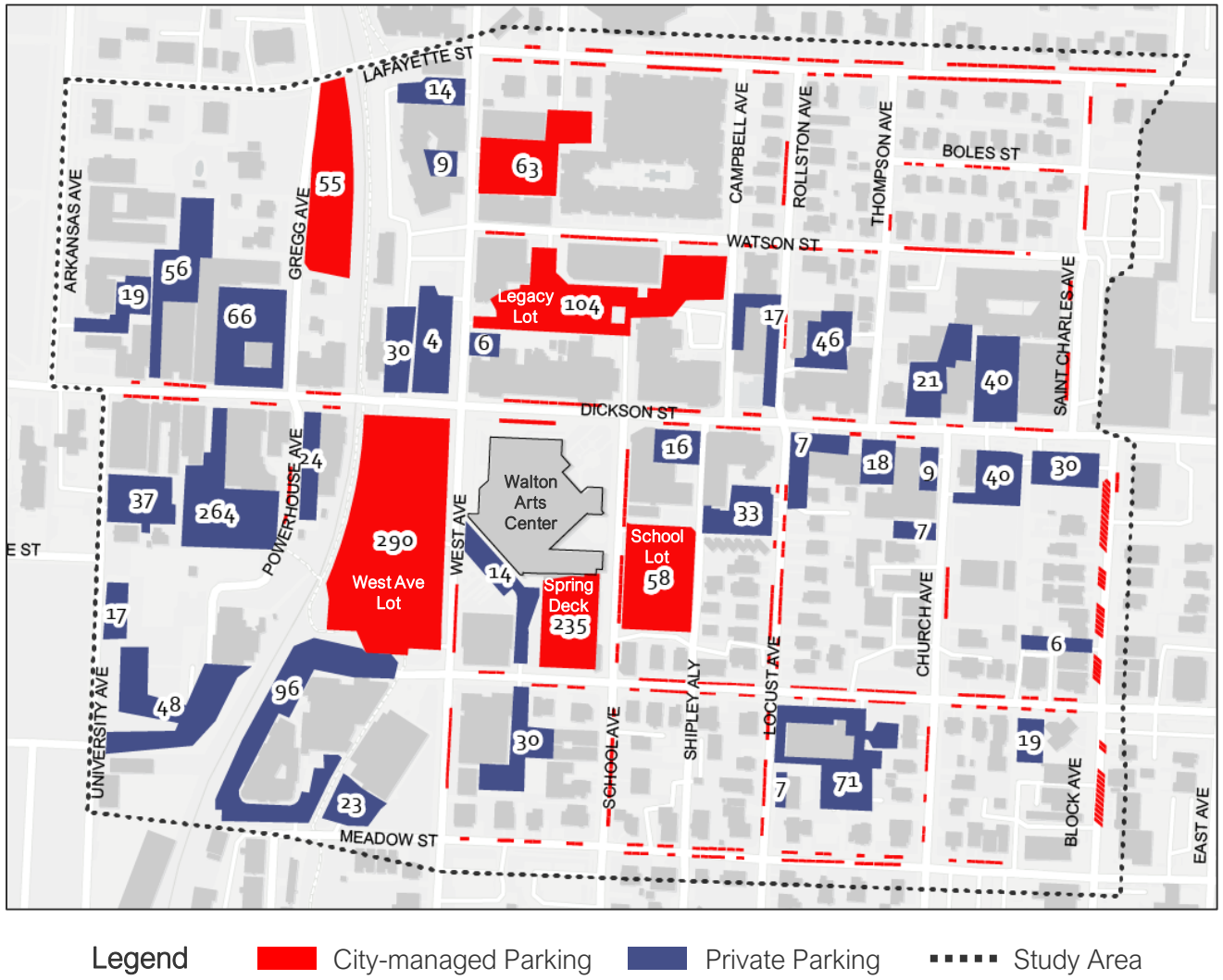
Therefore, before reporting on the existing conditions and availability of parking within the Dickson/Block corridors, an additional analysis is needed to better understand which parking options are useful and accessible to the public during both event and non-event conditions.



Challenge with Using Full Study Area

While there are 2,447 total parking spaces within the Entertainment District, there are challenges with using the full study area as a proxy for overall capacity within the system. In particular, the on-street parking spaces are limited throughout the Dickson/Block area for other uses such as residential and employee parking and are not always available for patrons to use. Off-street parking spaces, particularly privately-owned spaces, have varying rules and pricing. The spaces may be reserved for customer or building tenant use. While the 2017 study recommended the City should leverage private parking lots for additional capacity, this has not been done.

Therefore, patrons may find the parking limitations hard to understand and be unsure which spaces are available or open to the public.

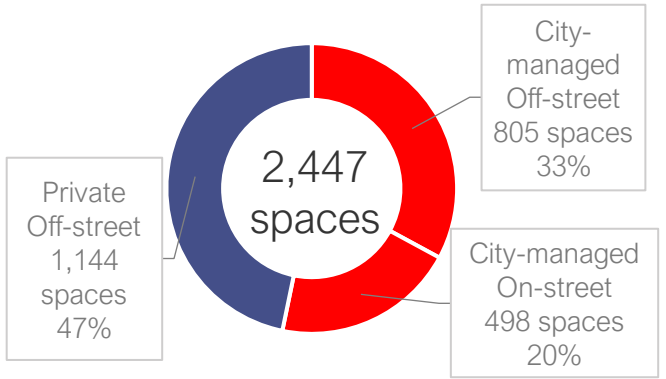


Reasonably Accessible Parking Study Area

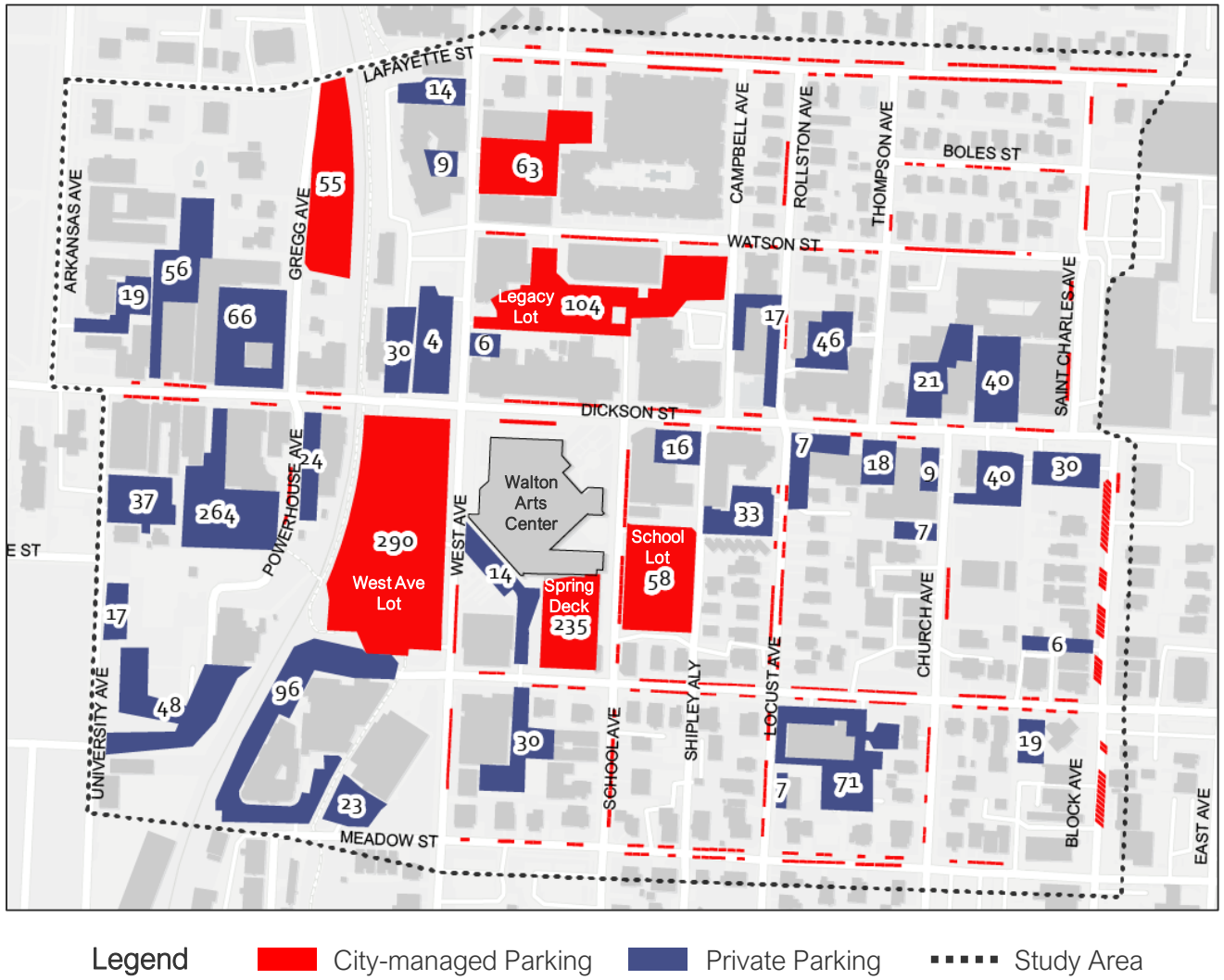
While the study area includes 2,447 parking spaces, most privately-owned spaces are not reasonably accessible to the public. Therefore, an adjusted study area better illustrates the reasonably accessible on-street and off-street parking. The adjusted study area was determined by the Dickson/Block Parking Study Coalition.

Parking Spaces in Full Study Area

Total Off-street: 1,949 spaces



Total On-street: 498 spaces



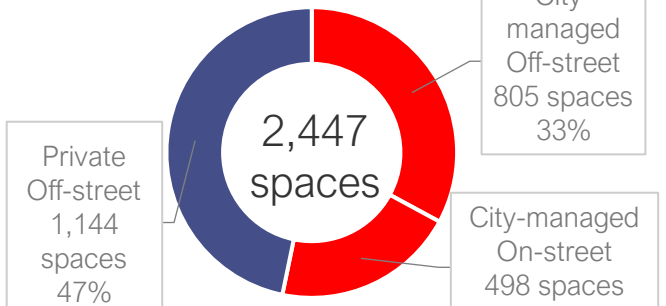
Legend: City-managed Parking | Private Parking | Study Area

Reasonably Accessible Parking Study Area

While the study area includes 2,447 parking spaces, most privately-owned spaces are not reasonably accessible to the public. Therefore, an adjusted study area better illustrates the reasonably accessible on-street and off-street parking. The adjusted study area was determined by the Dickson/Block Parking Study Coalition.

Parking Spaces in Full Study Area

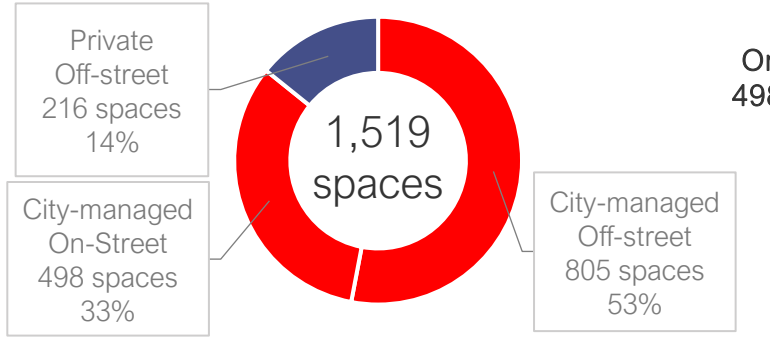
Total Off-street: 1,949 spaces



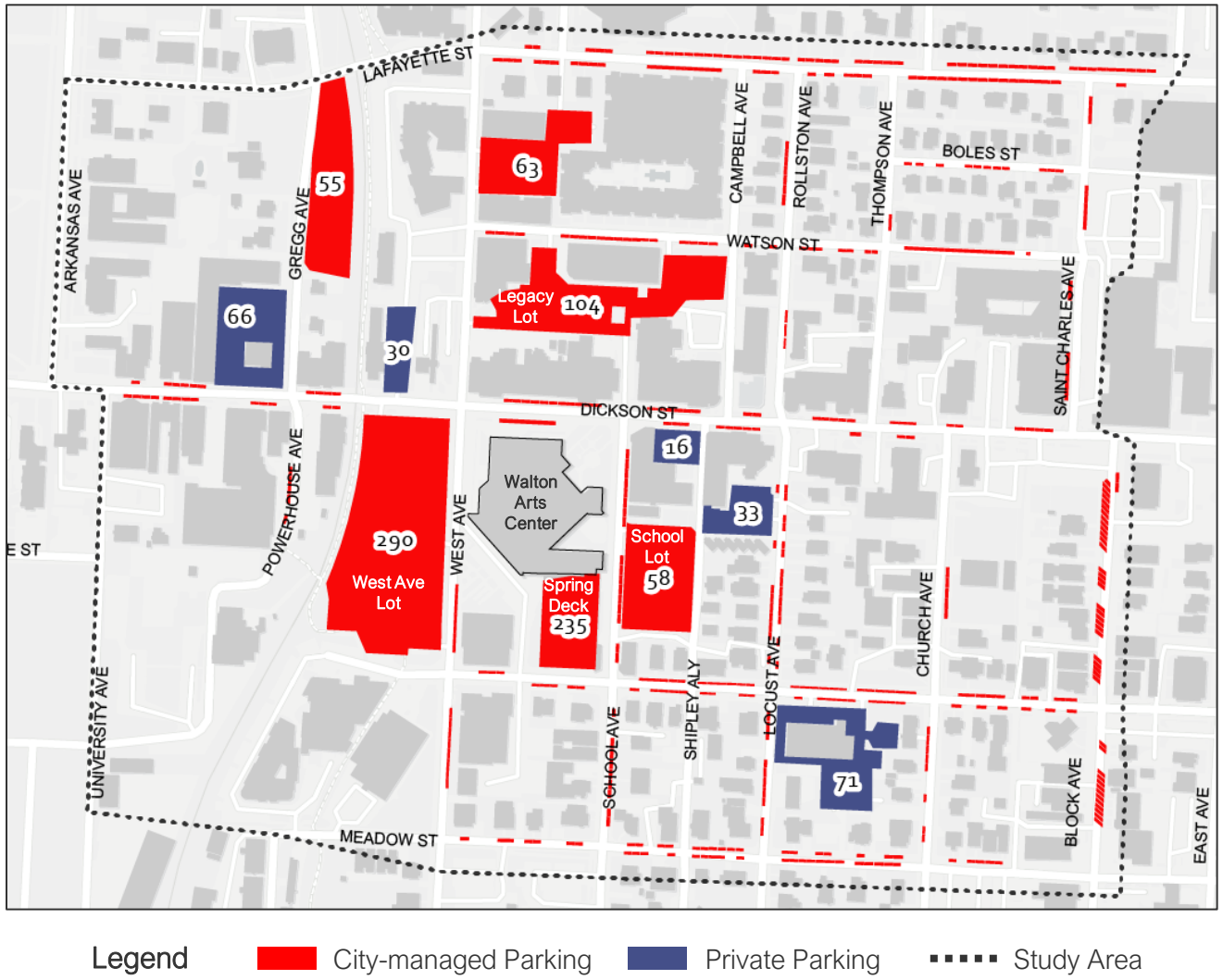
Total On-street: 498 spaces

Parking Spaces in Adjusted Study Area

Total Off-street: 1,021 spaces



Total On-street: 498 spaces



Peak Parking Occupancy – On- and Off-Street

Factor	Full Study Area	Adjusted Study Area
Supply	2,447 spaces	1,519 spaces
Demand	1,733 spaces	1,227 spaces
Occupancy	71%	81%
Availability to "full" (90%)	19% (465 spaces)	9% (137 spaces)

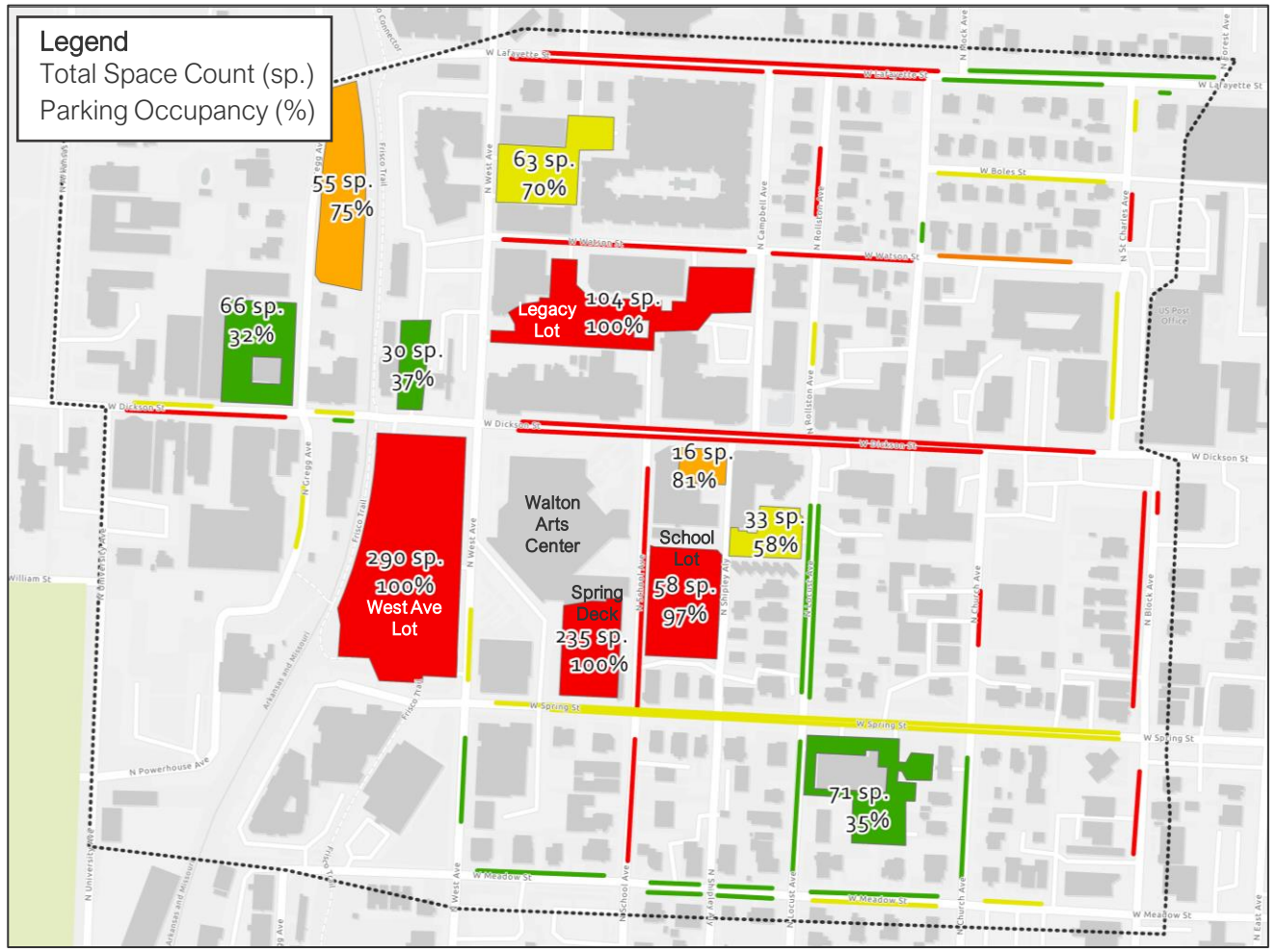
Within the adjusted area, the parking occupancy evaluation tells a different story. During the 11 AM – 2 PM time frame of the Broadway weekend (Thursday), the occupancy was 81% (1,227 spaces filled) compared to 71% occupancy (1,733 spaces filled) in the full study area during the same time frame.

The West Avenue Lot, Legacy Lot, and Spring Deck are effectively full (>90% occupancy). However, there are three (3) lots surrounding the West Ave Lot, Legacy Lot, and Spring Deck that remain <50% occupied. While they are smaller facilities, there is an opportunity to understand their capacity, use, and how they can be better utilized.

An industry best practice is to use "effective supply" (85-95% of total supply) to account for improper parking and finding the last parking space.* Therefore, there is about 9% capacity remaining in the adjusted study area before reaching effectively full (90% of total capacity).

Optimal off-street utilization is between 85-95%, with 85% being more efficient. Optimal on-street utilization is between 65-85%.

THURSDAY (9/22) AT 11 – 2 PM DURING THE BROADWAY WEEKEND



Adjusted Parking Occupancy

The majority of reasonably accessible lots are within a 3 min walk or less of the Dickson/Block corridor. This is in line with the estimated walking tolerance for the performing arts/events user group of 3 minutes or less. Consequentially, the Locust/Spring lot remains largely available and may indicate how far event-goers are willing to walk to an event.

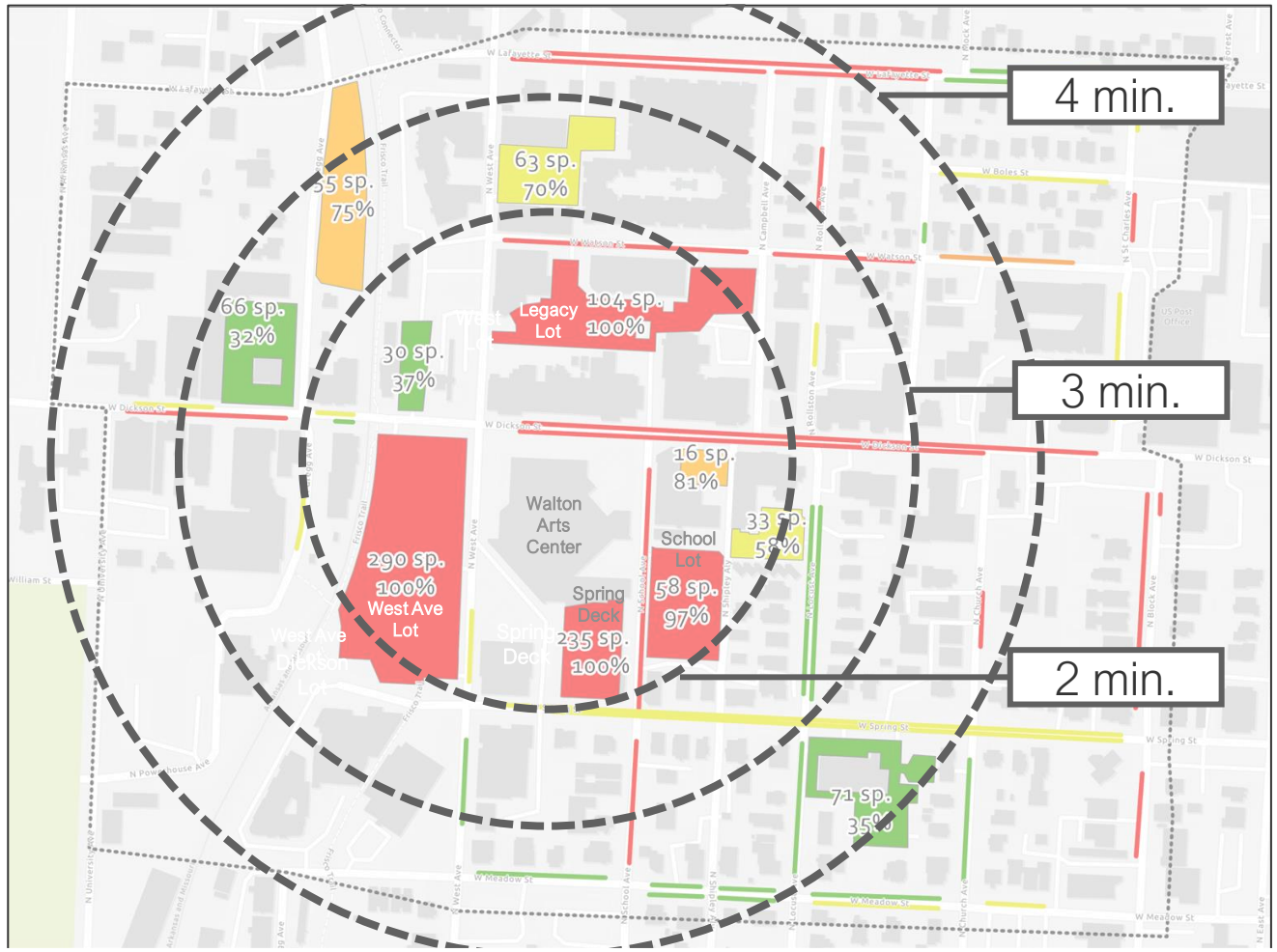
Takeaways

Within the adjusted area, parking occupancy is higher than in the full study area and indicates parkers may not be willing or able to walk over a certain distance.

Consider a focus and priority on building relationships with the owners of private lots within a 3 min walk or less from Dickson/Block corridors for additional capacity.

Adequacy of wayfinding and signage plays an important role in helping parkers find available spaces and understand which facilities are available or open to the public.

FRIDAY (9/23) AT 5-8PM DURING THE BROADWAY WEEKEND



**Optimal off-street utilization is between 85-95%, with 85% being more efficient. Optimal on-street utilization is between 65-85%.*

Utilization Differences

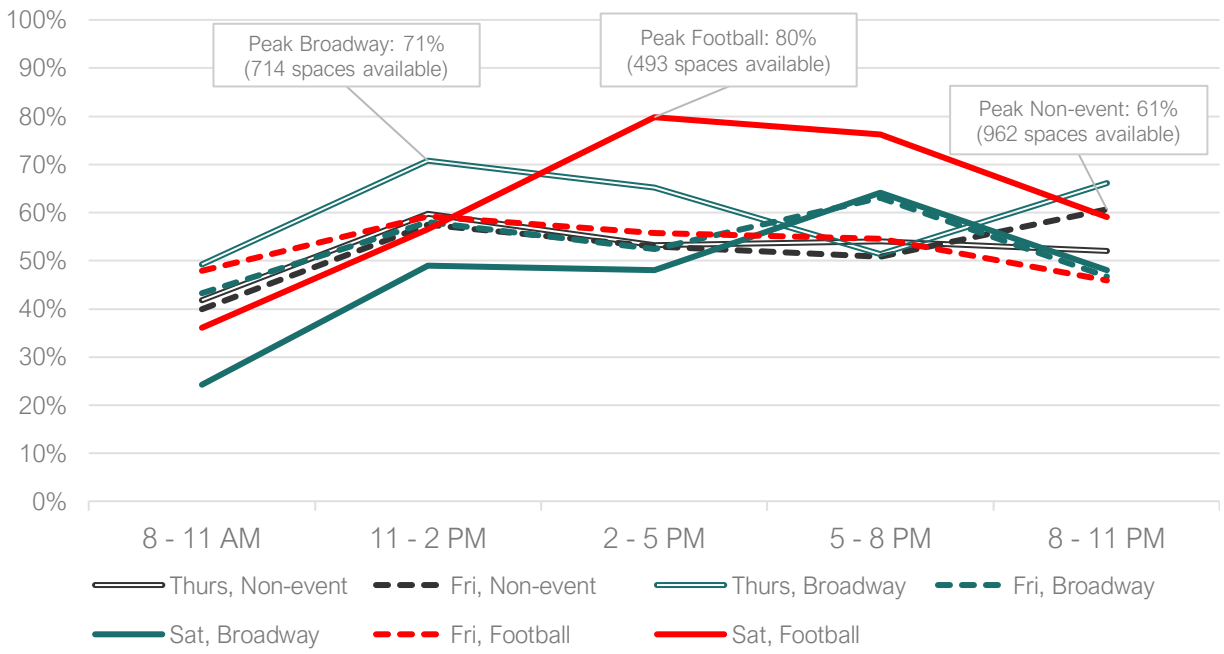
The parking utilization graphs show the differences between the full study area and the reasonably accessible lots throughout the data collection time frames.

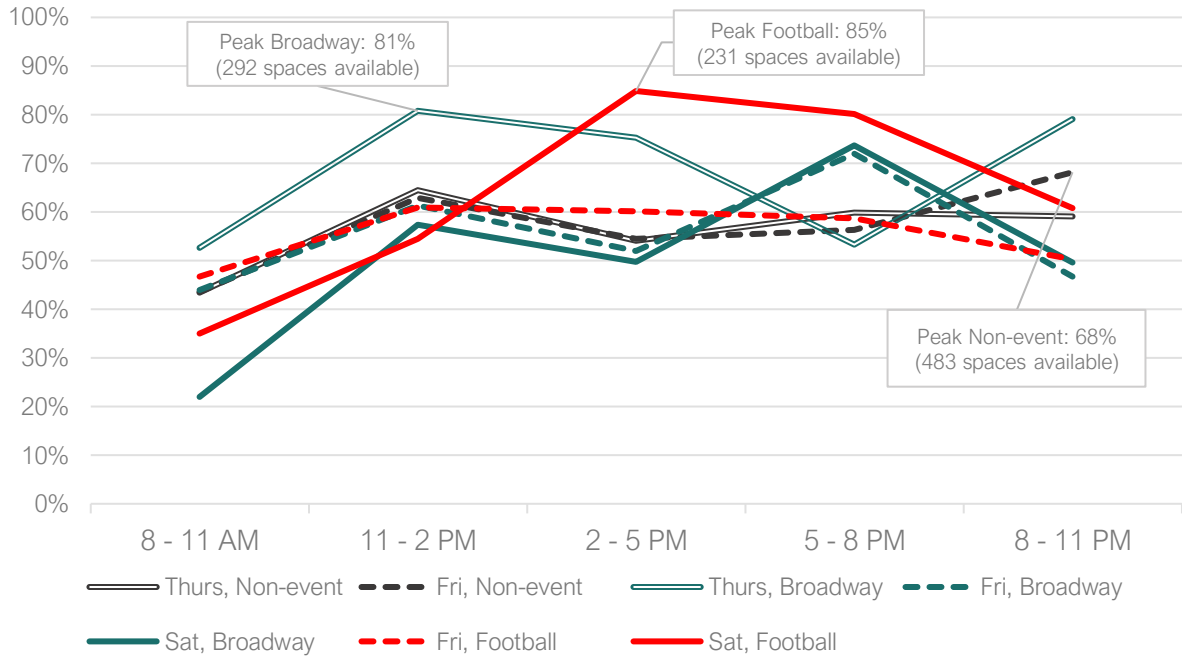
Full study area

- Football weekends are outliers; parking is effectively full
- Events bring the following additional parking demand to the district:
  - Broadway (Lunch, evening)
  - Football (Lunch, evening)
- This data doesn't tell the full story since much of the parking isn't reasonably accessible

Reasonably Accessible Lots

- Reasonably accessible lots showed higher peak times during all collection days compared to full study area
- Parking was highest during Broadway and Football weekends
- When there is a matinee Broadway show, the study area has a parking occupancy of around 81%
- When there is an evening Broadway show, parking occupancy is around 75% occupied





Key Takeaways of the Existing Conditions Assessment

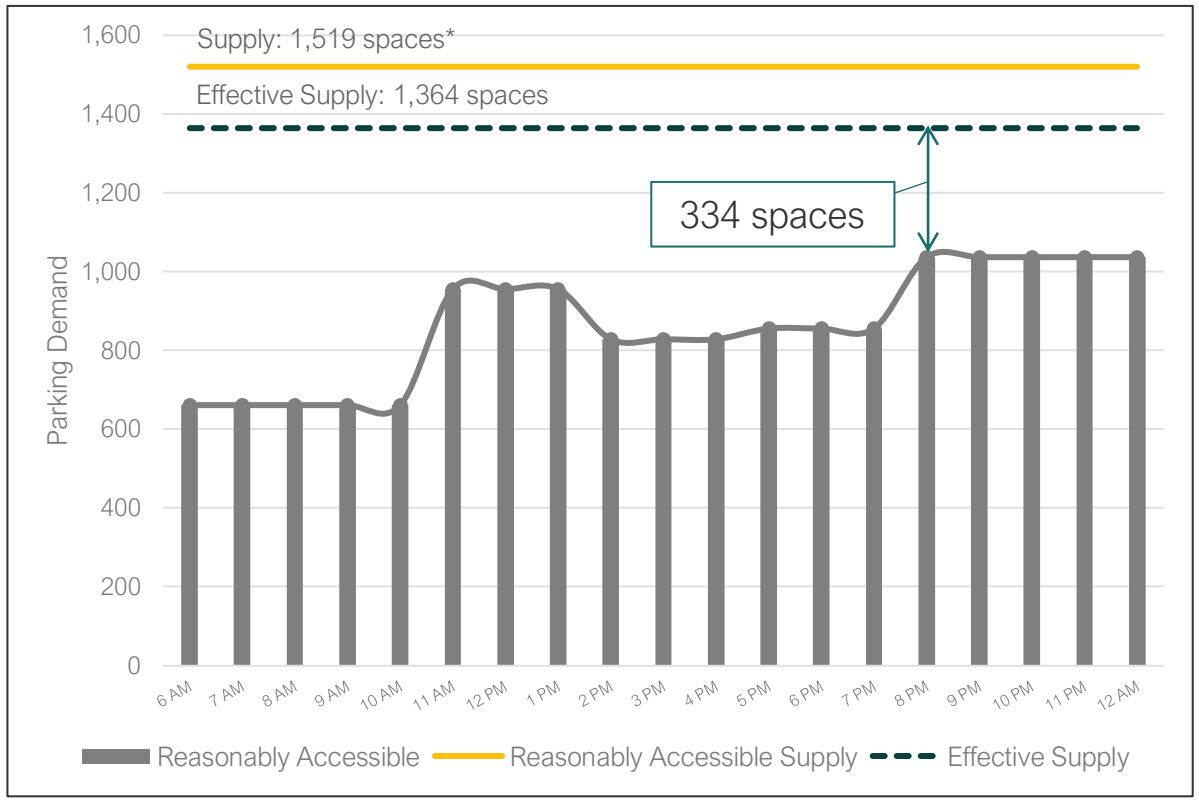
1	All parking in study area vs. reasonably accessible parking	While the study area has 2,447 spaces, parking that is advertised as open to the public in the Dickson/Block corridors in both on- and off-street facilities, totals 1,519 spaces (62% of total parking)
2	Private parking is available but is either restricted or not accessible.	For the full study area, 71% occupancy in off-street lots, compared to 81% occupancy in the reasonably accessible lots during the Broadway weekend
3	Insufficient wayfinding and varying signage	Private lots offer varied prices, signage is hard to understand, and different rules for compliant parking
4	Cost of parking is too low	Parking demand for on- and off-street parking indicate that current pricing is lower than what market would suggest
5	Off-street parking spaces should be used for long-term needs	With an average parking duration >8 hours on Dickson Street, pricing and time restrictions should push on-street parkers to off-street, long-term parking

Summary of Existing Conditions

Non-event Weekend Peak (Friday)

During non-event weekends, the peak day is on Fridays around 8:00 PM.

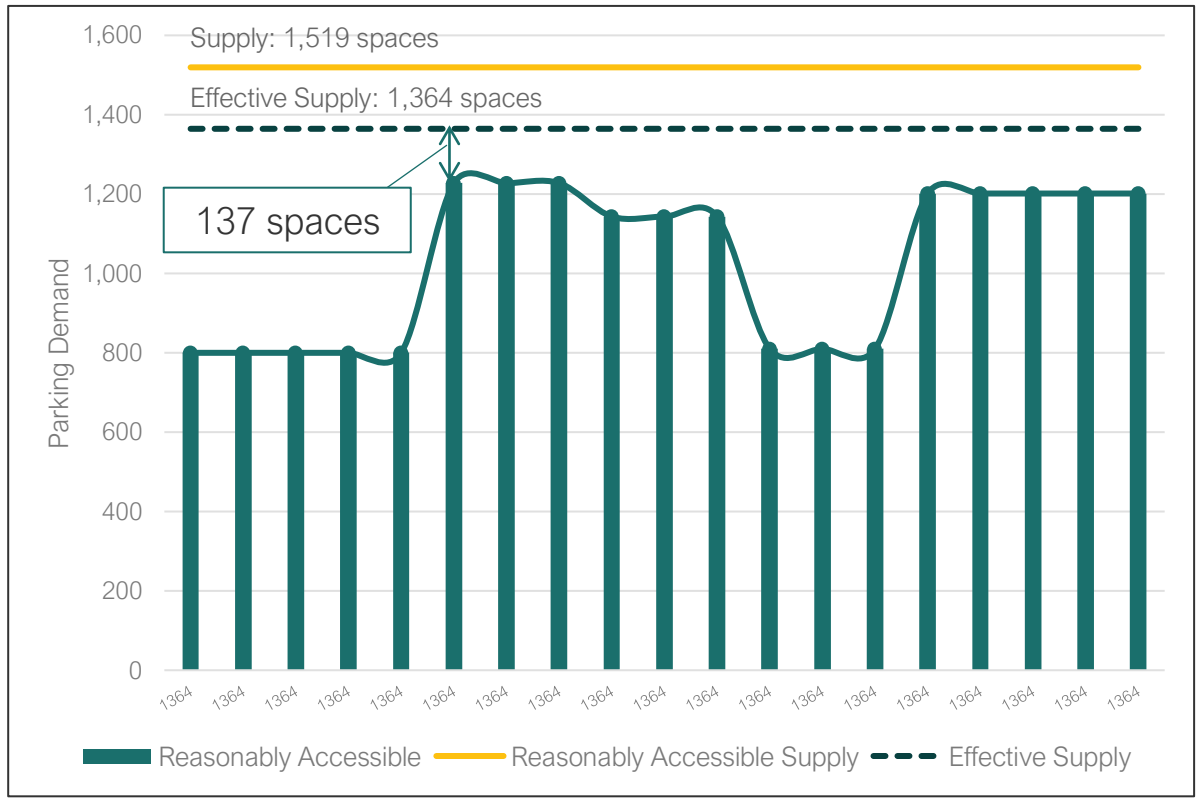
Peak Occupancy: **68% (334 spaces remaining)**



Broadway Weekend Peak (Thursday)

During Broadway weekends, the peak day is on Thursdays around 11:00 AM.

Peak Occupancy: **81% (137 spaces remaining)**



*Football weekend is less common and reflects an outlier event and has been excluded from the baseline conditions comparison

PLANNED FUTURE DEVELOPMENT



Proposed Developments

As the Entertainment District continues to grow, the goal of the future needs assessment is to understand the effect of proposed developments on parking demand. The future needs assessment models the impact on the parking ecosystem when the proposed developments all come online and are completed.

At the 2023 Parking Study kick-off meeting, Kimley-Horn and the Study coalition met with several stakeholders to understand proposed developments and evaluate which developments should be taken into consideration for the next 3-5 years. Stakeholders included:

- Walton Arts Center
- City of Fayetteville
    - Mayor's Office
    - Economic Vitality
    - Parking Management
    - Planning
    - Public Works/Services
    - Engineering
- Experience Fayetteville
- Dickson Street Merchants
- University of Arkansas Facilities Department
- High Street Realty
- Greg House/Dickson-West Development
- South Ramble Hotel Development

Proposed Developments

There are five (5) notable developments that are the most viable and likely to occur and they form the basis of the future parking demand generators:

1. South Civic Plaza Hotel
2. Civic Plaza
3. North Civic Plaza Food Hall
4. Hotel
5. Municipal Bond Parking Deck

Development*	Status	Land Use Densities
1. South Civic Plaza Hotel	Concept	Hotel: 132 keys 200 seat banquet Rooftop Bar/ Café/ Restaurant (unknown)
2. Civic Plaza	Concept	Public Plaza
3. North Civic Plaza Food Hall	Concept	Food Hall: 15,200 GSF
4. Hotel	Concept	Hotel: 125 keys 15,000 GSF Restaurant
5. Municipal Bond Parking Deck	Construction	Office/Retail: 50,000 GSF*



*Development Programs subject to change

Changes to Current Parking Supply

The table below outlines the five (5) notable developments including the status, planned parking, and removed parking to outline the net effect of the development on parking supply. It should be noted that this table presents our current understanding of changes to the parking supply, but it may be subject to alteration or changes in the future. Therefore, the proposed developments may add additional planned parking than shown in the table. Additionally, since the City of Fayetteville eliminated parking minimums for commercial developments in 2015, the table shows the minimum parking proposed at the time of the 2023 Study.

For planned parking, the South Civic Plaza Hotel will add between 32 to 45 spaces on-site, with additional valet spaces off-site. Additionally, the West/Dickson Development will add 330 spaces in the new City garage, for a total of 362 spaces of planned parking.

For removed parking, the Civic Plaza will remove the 290 spaces in the West Ave Lot. The hotel planned for the corner of West and Dickson Street will also remove about 30 spaces, for a total of 320 spaces of removed parking.

This results in a net of +42 spaces within the Dickson/Block area.

Development	Status	Planned Parking	Removed Parking
1. South Civic Plaza Hotel	Concept	**32 - 45 spaces on-site** Off-site spaces (Valet)	N/A
2. Civic Plaza	Concept	N/A	290 spaces
3. North Civic Plaza Food Hall	Concept	N/A	N/A
4. Hotel	Concept	N/A	30 spaces
5. Municipal Bond Parking Deck	Construction*	**330 spaces**	N/A
Total		32 spaces (conservative estimate for Civic Plaza Hotel) + 330 spaces 362 spaces	290 spaces (Municipal Bond Parking Deck provides replacement spaces) +30 spaces 320 spaces
Net New Spaces		+ 42 spaces	



**Only on garage, not development program*

PROJECTING FUTURE DEMAND



ULI Shared Parking Model and Base Ratios

To project the demand from the proposed developments, the Urban Land Institute (ULI) Shared Parking Model was used to determine the cumulative parking demand of future developments.

The ULI model considers multiple land uses, such as soft goods (retail), fine/casual dining, and office in order to project parking demand. The model also breaks down the parking demand in further detail such as by customers and employees, by number of bedrooms, or by visitors and employees. For example, soft goods (<400 KSF) can expect 2.90 spaces/KSF for customers and 0.70 spaces/KSF during peak times, for a total of 3.60 spaces/KSF.

Additionally, the ULI model considers hour-by-hour, day-by-day, and month-by-month **fluctuations** in parking behavior. For instance, an office building's parking demand may peak at 10:00 AM on a weekday, whereas a residential building may peak at 7:00 PM on weeknights and weekends.

Therefore, the ULI model can help to identify opportunities to share parking between land uses to **minimize space and resources** dedicated to parking.

Best Practice Alert:

The ULI Shared Parking model is a national best practice to right-size parking supply to demand while maintaining a vibrant environment.



Soft Goods (<400 KSF)

Customers:	2.90 spaces/KSF
Employees:	0.70 spaces/KSF

Fine/Causal Dining (Food Hall)

Customers:	13.25 spaces/KSF
Employees:	2.25 spaces/KSF

Office (< 25 KSF)

Visitors:	0.30 spaces/KSF
Employees:	3.50 spaces/KSF

Residential (Reserved)

1-Bedrooms:	1.00 space/BR
2-Bedrooms:	1.00 space/BR

Hotel Restaurant

Customers:	6.67 spaces/KSF
Employees:	1.20 spaces/KSF

Banquet Hall (20 – 50 SF/key)

Customers:	26.72 spaces/KSF
Employees:	1.84 spaces/KSF

Hotel

Visitors:	1.00 spaces/key
Employees:	0.15 spaces/key

KSF = thousand square feet

Non-Vehicular Mode and Non-Capture Ratio Adjustments

The ULI Shared Parking Model accounts for trips generated by the site that **don't require parking** through two main mechanisms:

- **Non-vehicular mode adjustment** (walking, biking, transit, and rideshare trips)
- **Non-captive ratio adjustment** (trips originating from outside of the future development)

Therefore, the ULI model allows for reductions to the base ratio and total parking demand through non-vehicular and non-captive ratio adjustments. The adjustments are made to tailor the model to the specific characteristics of the Dickson/Block area.

Soft Goods (<400 KSF)

Driving Adjustment	Trips from Outside
Customers: 100%	Customers: 90%
Employees: 100%	Employees: 100%

Fine/Casual Dining (Food Hall)

Driving Adjustment	Trips from Outside
Customers: 100%	Customers: 75%
Employees: 100%	Employees: 100%

Office (<25 KSF)

Driving Adjustment	Trips from Outside
Visitors: 100%	Visitors: 100%
Employees: 100%	Employees: 100%

Hotel

Driving Adjustment	Trips from Outside
Visitors: 59%	Visitors: 100%
Employees: 100%	Employees: 100%

Non-Vehicular Mode and Non-Capture Ratio Adjustments

The ULI Shared Parking Model accounts for trips generated by the site that **don't require parking** through two main mechanisms:

- **Non-vehicular mode adjustment** (walking, biking, transit, and rideshare trips)
- **Non-captive ratio adjustment** (trips originating from outside of the future development)

Therefore, the ULI model allows for reductions to the base ratio and total parking demand through non-vehicular and non-captive ratio adjustments. The adjustments are made to tailor the model to the specific characteristics of the Dickson/Block area.

Banquet Hall (20 – 50 SF/key)

Driving Adjustment	Trips from Outside
Customers: 68%	Customers: 60%
Employees: 100%	Employees: 100%

Hotel Restaurant

Driving Adjustment	Trips from Outside
Customers: 63%	Customers: 90%
Employees: 100%	Employees: 100%

Residential

Driving Adjustment	Trips from Outside
Residents: 100%	Residents: 100%
Employees: 100%	Employees: 100%

Adjusted Project Ratios

When combined, the land use densities, ULI Shared Parking Model base ratios, the non-vehicular mode, and non-captive ratio adjustments result in the adjusted project ratios used to project the future parking demand.

Soft Goods (<400 KSF)	
Customers:	2.60 spaces/KSF
Employees:	0.70 spaces/KSF
Total:	3.30 spaces/KSF

Office (<25 KSF)	
Visitors:	0.30 spaces/KSF
Employees:	3.50 spaces/KSF
Total:	3.80 spaces/KSF

Banquet Hall (20 – 50 SF/key)	
Customers:	10.90 spaces/KSF
Employees:	1.84 spaces/KSF
Total:	12.74 spaces/KSF

Fine/Casual Dining (Food Hall)	
Customers:	9.94 spaces/KSF
Employees:	2.25 spaces/KSF
Total:	12.19 spaces/KSF

Hotel	
Visitors:	0.59 spaces/key
Employees:	0.15 spaces/key
Total:	0.74 spaces/key

Residential	
1-Bedroom	1.00 space/BR
2-Bedrooms	1.00 space/BR
Total:	1.00 space/BR

Hotel Restaurant	
Customers:	3.78 spaces/KSF
Employees:	1.20 spaces/KSF
Total:	4.98 spaces/KSF

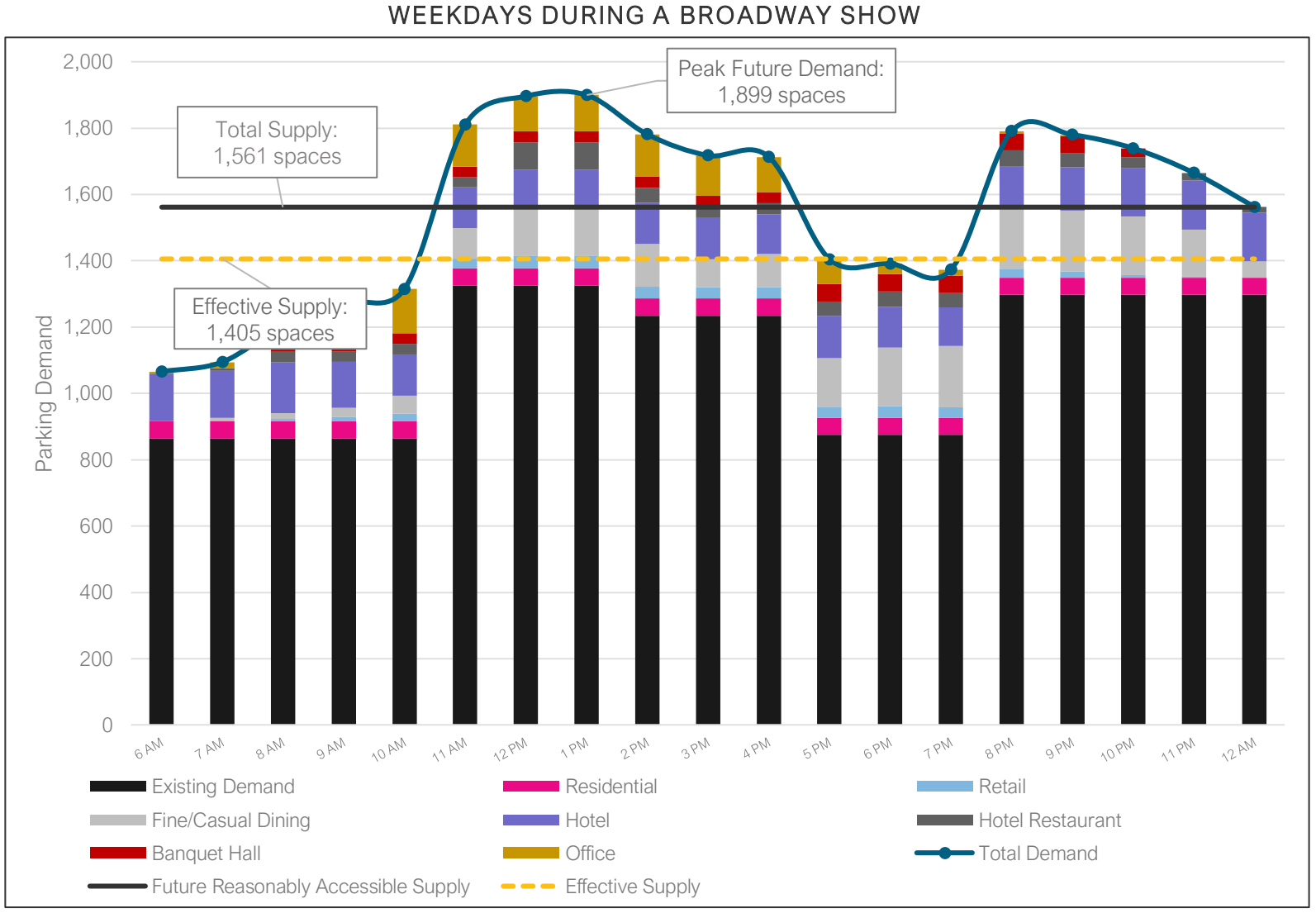
Projected Parking Demand During Events

After accounting for the land use densities, base ratios, and adjustments, the graph shows the resulting projected parking demand during an event weekend for a full day (6 AM to 12 AM). The existing parking demand is shown in black from the Broadway show weekend. In addition, the other stacked columns represent the future developments broken down by their individual land uses, such as dining, residential, and hotel.

Additionally, the graph to the right outlines the Future Reasonably Accessible supply (Total Supply), which accounts for the net 42 spaces **(1,561 spaces total)** from future developments. The graph also outlines the effective supply, an industry best practice to account for improper parking, and finding the last parking space, which is 90% of the Total Supply.

With future developments, the Dickson/Block area is estimated to peak at **1 PM on weekdays**. Future developments account for **574 space demand** at peak times. During **future** performing arts events, there is an estimated total projected **peak demand of 1,899 spaces**.

Of note, this assessment does **not** include demand from special events generated from the Upper Ramble/Civic Plaza.

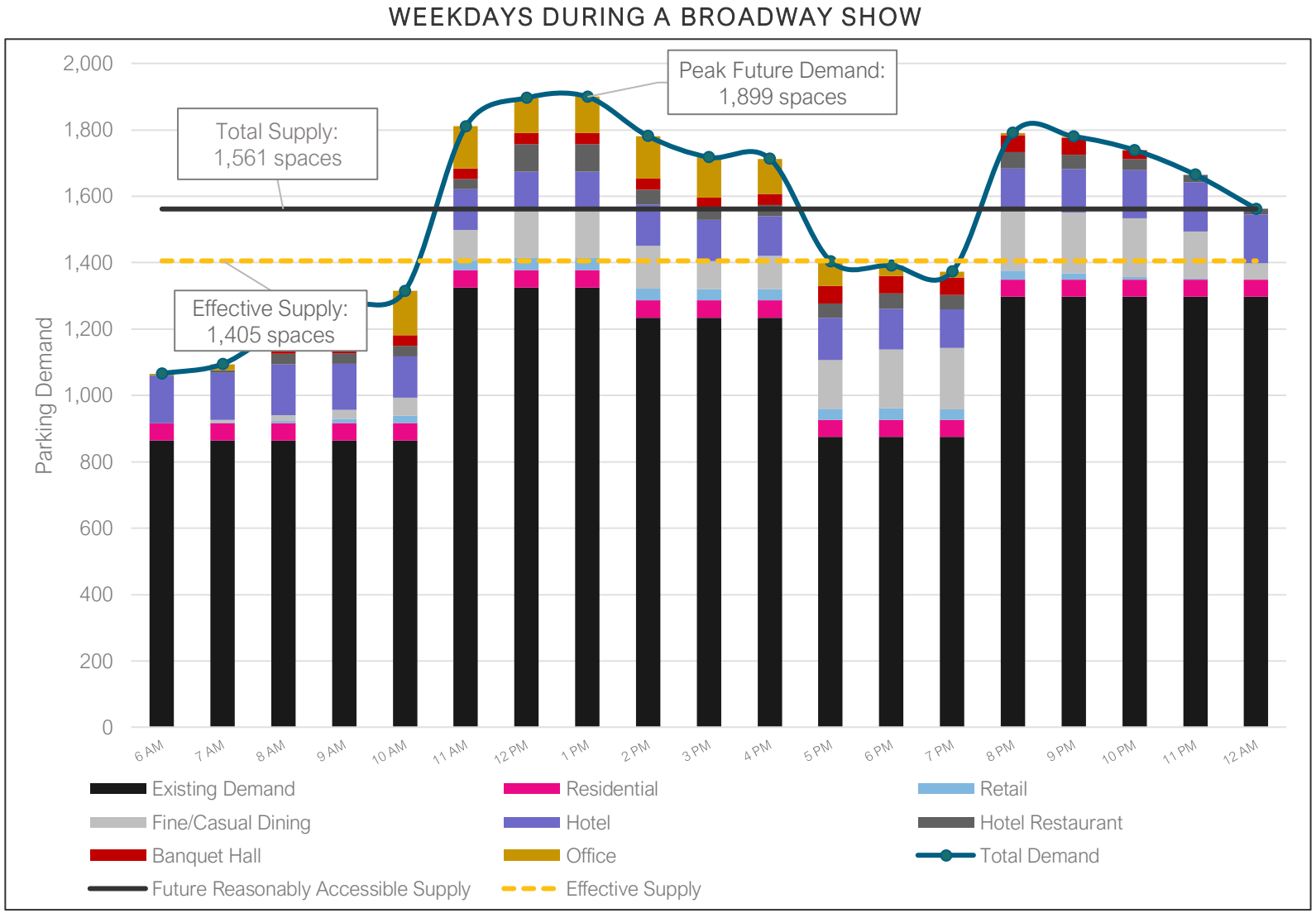


Projected Parking Demand During Events

	Space Count
Supply	
Existing Supply within Reasonably Accessible Area	+ 1,519 spaces
Planned Parking	+ 362 spaces
Removed Parking	- 320 spaces
Net Supply	= 1,561 spaces
Effective Supply	= 1,405 spaces
Demand	
Existing Peak Demand	1,325 spaces*
Future Development Demand	+ 574 spaces
Total Demand	= 1,899 spaces
Spaces Needed	*1,405 spaces (Supply)* *- 1,899 spaces (Demand)* = *494 spaces deficit***

Takeaway

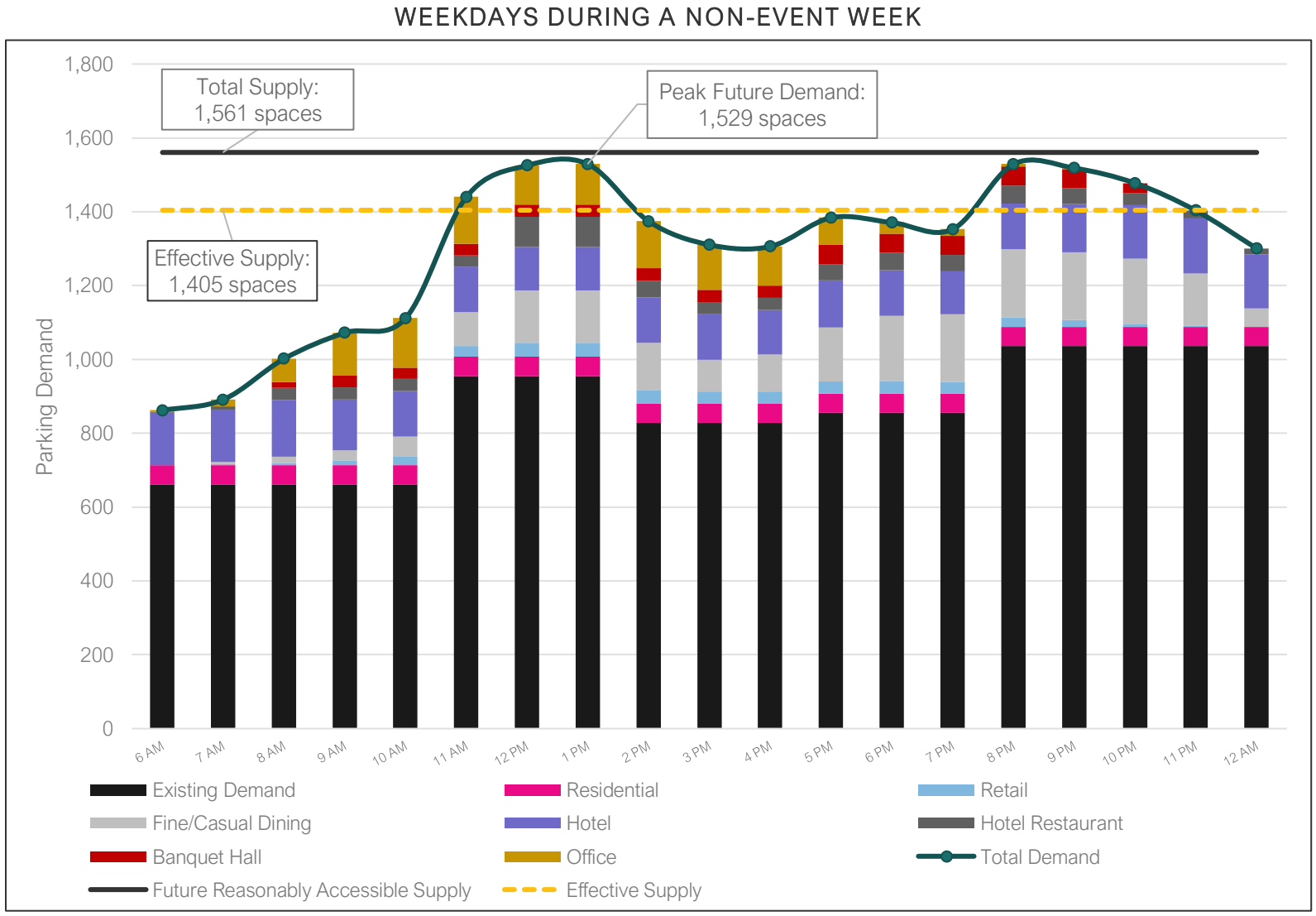
The combination of factors including WAC events, free parking before 2 PM, and longer-term parking needs (employee, student) create an unfavorable environment for parkers. Without further investments in parking within the Dickson/Block area, there will be an estimated **deficit of 494 spaces** during the lunchtime peak.



*Adjusted for peak WAC sell-out events
**Based on effective supply, not total supply

Projected Parking Demand During Non-Events

A similar future developments impact assessment was completed for non-event times. By accounting for future developments, during non-event times, the Dickson/Block area is estimated to peak at **1 PM on weekdays**. Future developments account for **574 space demand** at peak times. During **future** performing arts events, there is an estimated total projected **peak demand of 1,529 spaces.**



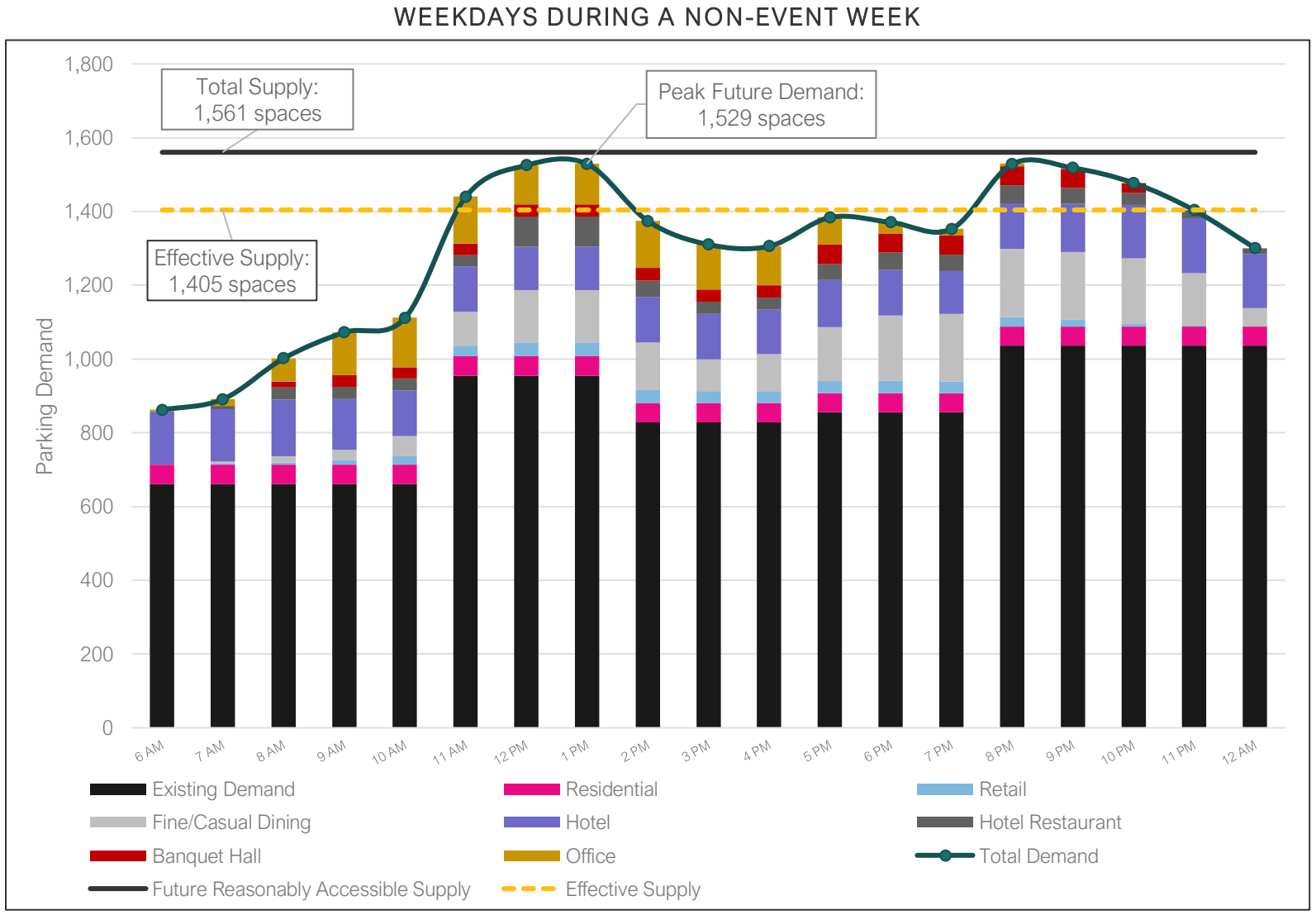
Projected Parking Demand During Non-Events

	Space Count
Supply	
Existing Supply within Reasonably Accessible Area	+ 1,519 spaces
Planned Parking	+ 362 spaces
Removed Parking	- 320 spaces
Net Supply	= 1,561 spaces
Effective Supply	= 1,405 spaces
Demand	
Existing Peak Demand	955 spaces
Future Development Demand	+ 574 spaces
Total Demand	= 1,529 spaces
Spaces Needed	*1,405 spaces (Supply)* *- 1,529 spaces (Demand)* = *124 spaces deficit**

Takeaway

Without further investments in parking within the Dickson/Block area, there will be an estimated **deficit of 124 spaces** during the lunchtime peak.

**Based on effective supply, not total supply*



RECOMMENDATIONS



Mitigation Strategies



Strategies and Actions to Address Insufficient Parking

STRATEGIES



ACTIONS

Balance parking demand

Better utilize existing parking and distribute demand across the district

Effectively price public parking

Prioritize parking turnover on-street, while using off-street for long-term parking needs

Further explore City's role in providing parking vs. private sector providing its own

Consider alleviating concerns about future parking supply by ensuring developments are adequately providing parking, or evaluating if the City should invest in additional City-owned facilities

Build more parking

Related to the above, does private sector, or City provide additional parking for the district?

Balance Parking Demand

Balance Parking Demand

Unified approach to private off-street parking

Recommendation

- Create a parking coalition that advertises private lots throughout the district as “public parking” through consistent hours of operation, pricing, enforcement practices and signage
- Implement ParkMobile payment app for private lots

Considerations

- Limited number of private lots are proximate to Dickson/Block area
- Individual property owners may have different desires and expectations
- Time-intensive to coordinate with private owners
- May require a policy change to be effective
- Work with Dickson/Block coalition to redefine accessibility within proximate private lots
- Recommended in the 2017 study

Balance Parking Demand

District-wide wayfinding

Recommendation

- Install strategically placed real-time parking availability signage directing motorists to public parking
- New parking garage and Spring Deck recommended at a minimum

Considerations

- With distributed parking facilities, this is needed to inform motorists
- Many motorists don't consider where they will park until arriving in the district
- Consider real-time occupancy and pricing information
- Recommended in the 2017 study







EFFECTIVELY PRICED PUBLIC PARKING

Effectively Price Public Parking

Extend paid parking hours

Recommendation

- Extend public parking hours of enforcement to between 8 AM to 2 AM; free parking remains from 2 AM to 8 AM

Considerations

- Charging for parking earlier in the day will deter students and other long-term parkers from parking on-street and give more access to customers for local businesses
- Validate on-street or "core" parking in the short-term to ensure it does not deter patrons

Positive Impacts of Time-Limited On-Street / "Core" Parking in Commercial Areas

	Cost	Time Limit	Turnover
Current	2 AM – 2 PM: Free 2 PM – 6 PM: $0.50/hr. 6 PM – 2 AM: $1/hr. All day option: $5	N/A	~2.2 cars per day*
Proposed	2 AM – 8 AM: Free 8 AM – 2 AM: $1.50/hr.	2-hour limit	9 cars per day

Create a price difference between on and off-street parking

Recommendation

- Charge a higher hourly rate for on-street spaces vs. off-street public parking.

Considerations

- Reevaluate current policies for employee and residential on-street parking use
- On-street spaces are only 20% of total parking supply in study area and should be prioritized for high turnover activity (≤ 2-hour duration)
- Moves long-term parking needs (such as employee parking) to off-street facilities

Effectively Price Public Parking

Match parking revenues to fund future supply

Recommendation

- Continue to focus on long-term financial planning to raise capital for additional entertainment needs, such as streetscape improvements, parking maintenance and new parking structures.

Considerations

- Ensure that parking pricing is continuously monitored and adjusted to fund these future expenditures

CITY vs. PRIVATE SECTOR ROLE IN PROVIDING PARKING

Further Explore City's Role in Providing Parking vs. Private Sector Providing its Own

Option 1: Require future developments to self-park

Recommendation

- Future developments demonstrate through a shared parking study that they can effectively share parking between uses on their own site and build the amount the shared parking methodology indicates it needs, thus not relying on other parking throughout the Dickson/Block area
- If developer does not build the parking needed to serve the site, the developer would be responsible for securing additional spaces needed via lease agreements

Considerations

- Allows developers to reduce parking built to serve their site while also accommodating the needs of their site
- May discourage some development due to cost to build parking

Or…

Option 2: City to build additional parking facilities to serve district demands

Recommendation

- Without a parking requirement for new developments, the City takes responsibility for providing additional parking facilities to meet future development demands throughout the district

Considerations

- Limited by bond capacity
- Parking needs will depend on future developments coming to fruition
- Opportunity cost of using taxpayer dollars to fund parking vs. other needs (such as transit, housing, revitalization efforts, etc.)

BUILDING MORE PARKING

Building More Parking

City-sponsored new parking facility

Opportunity

- Approximately 55-90 spaces per level for a parking garage on the School Lot or another location
- Proximate location to Dickson/Block patrons and event-goers
- New garage can include street-level activation to bring activity to School Street

Considerations

- Lose 58 spaces in the current School Lot
- Parking deficit depends on all future developments coming to fruition
- High cost; ~$13.2M for a 330-space garage in Fayetteville
- Decreases vibrancy of the block with two garages across the street from each other
- May require the purchase of private property to expand garage footprint

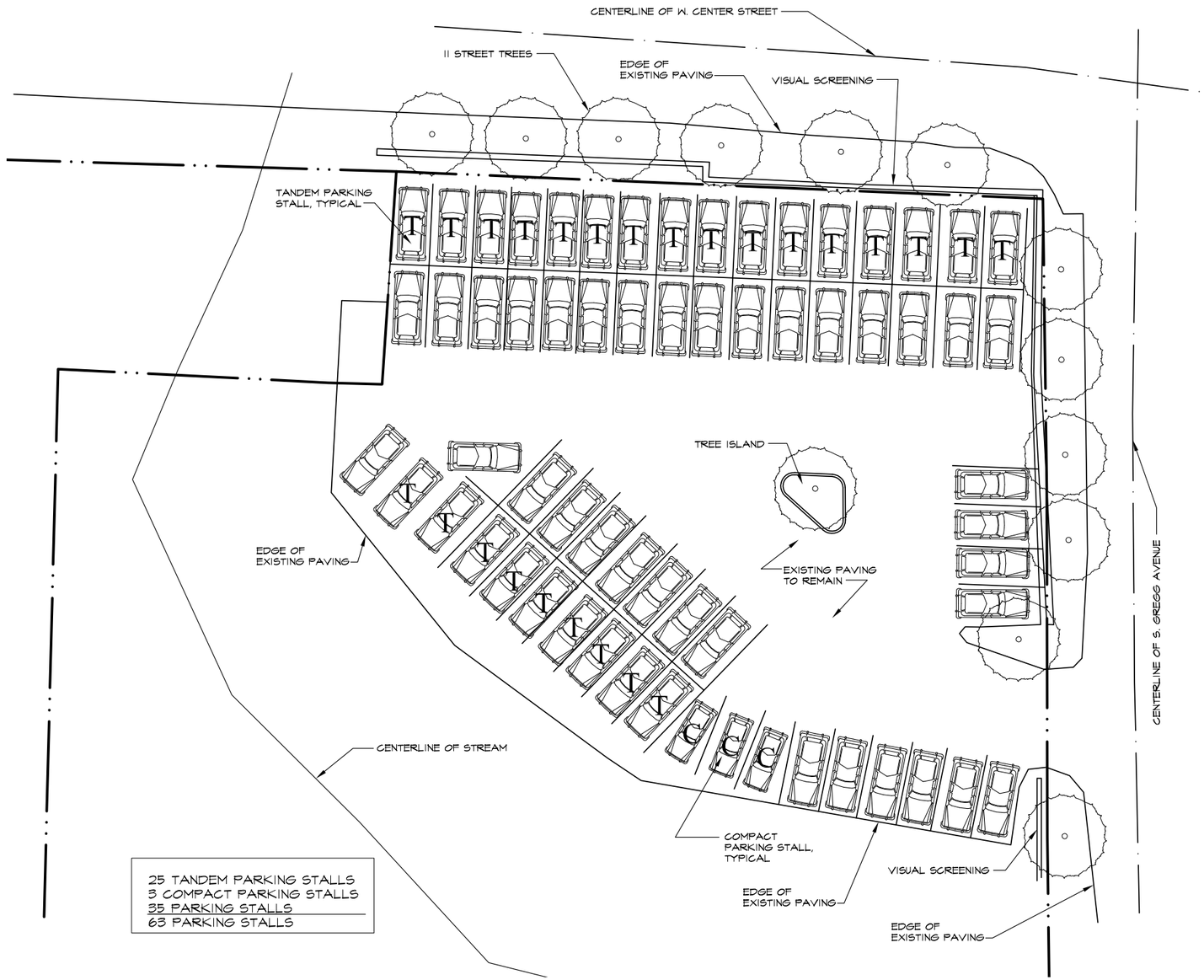
Summary of Recommendations

If all future developments come to fruition, Dickson/Block area will need ~500 additional spaces during an event to account for the increased demand.

Strategy	Actions	Effort	Cost	Impact to Proximate Parking Supply
Manage Current Supply	Unified approach to private off-street parking	Medium	Low	Unknown*
	District-wide wayfinding	Medium	Medium	~50 spaces**
Policy Change / Increase Parking Supply	Extend paid parking hours	Low	Low	Estimated ~100-200 lunchtime, little impact in evenings
	Create a price difference between on and off-street parking	Medium	Low	
	Match parking revenues to fund future supply	Medium	Low	N/A
	Future developments self park (reduced parking through shared parking study)	Low	Low	Satisfied
	City-sponsored new parking facility	High	High	Satisfied

**Conversations with Dickson/Block property owners needed*
*** Squeezes out approximately 10% more capacity of parking facilities signed.*

Received By Waylon Abernathy 10/16/2023 12:36 P.M.



Valet Parking Plan – Diagram with Tandem Usage

Robert Sharp Architect - 17 October 2023

Received By: Stacy Barnes 10/17/2023 2:21 P.M

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor**
City Council

CC: **Susan Norton**, Chief of Staff
Wade Abernathy, Bond Projects & Construction Manager; Facilities Management

FROM: **Kit Williams**, City Attorney

DATE: **October 17, 2023**

RE: **Survival of Contractual Obligations, Representations, and Agreements as Restrictive Covenants**

"Survival" Provision in Proposed Contract Needs to be Amended to Ensure all Warranties, Representations, Covenants, Obligations, and Agreements in the Real Estate Purchase Contract Remain Enforceable as Deed Restrictions

Paragraph 17 SURVIVAL states as follows:

"17. SURVIVAL Except as otherwise set forth herein, all warranties, representations, covenants, obligations, and agreements contained in this Contract shall survive the closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder for a period of six (6) months."

This could reasonably be interpreted and may have been intended to mean that all warranties, representations, covenants, obligations, and agreements in the Real Estate Purchase Contract would become invalid and unenforceable and would not survive beyond six months after Closing. The proposed Real Estate Purchase Contract's Paragraph 31 DEVELOPMENT OF THE MIXED-USE BUILDING goes on for four (4) full pages of representations, covenants, obligations, and agreements requiring Mr. Reindl's corporation to build and operate his mixed-use building in ways beneficial to the City and our citizens.

All of those representations, covenants, agreements and obligations could vanish six months after closing because of the proposed Survival paragraph.

This paragraph should be amended substantially to incorporate all those warranties, representations, covenants, obligations, and agreements into the City's deed conveying the property to Mr. Reindl's corporation as follows:

"17. SURVIVAL. All warranties, representations, covenants, obligations, and agreements contained within this Real Estate Purchase Contract shall survive closing and the transfer and conveyance of the property by being incorporated as restrictive covenants into the deed and so shall remain effective and enforceable by and against the grantor and grantee and their successors until and unless both Brian Reindl for Reindl Properties, Inc. or its successor in interest and the City of Fayetteville through City Council Resolution jointly agree to modify, remove, or otherwise change one or more of the restrictive covenants which reflect the warranties, representations, covenants, obligations, or agreements contained in this Contract."

Hopefully, Brian Reindl for Reindl's Properties, Inc. always intended that the representations, covenants, obligations and agreements within this Real Estate Purchase Contract that he has already agreed to and signed would remain valid and effective during the long life and operation of the Hotel and the many other uses which the mixed-use building businesses would enjoy under this Contract. My proposed amendment would just ensure that these covenants, representations, agreements and obligations would not vanish six months after closing. I do believe the continuing enforceability of all the covenants, obligations, representations and agreements need to remain effective and enforceable to protect our taxpayers' over $30 Million investment in the Cultural Arts Corridor Project. Only if Mr. Reindl does not wish to abide by the promises and commitments he makes in this Contract during the life of this important project would he object to my proposed clarifying language.

The wording of the City's deed can be controlled by this Real Estate Purchase Contract. That is why this Contract's wording must accurately reflect the concerns and interests of the City Council when the Real Estate Purchase Contract is approved. Failure to amend the current Survival paragraph will likely mean that the promises in the Contract will be illusory and unenforceable.

REAL ESTATE PURCHASE CONTRACT

THIS **REAL ESTATE PURCHASE CONTRACT** (this "**Contract**") is made and executed as of the ___ day of _____, 2023, by and between **REINDL PROPERTIES, INC**. ("**Buyer**") and **CITY OF FAYETTEVILLE, ARKANSAS** ("**Seller**") as follows:

1. THE PROPERTY

For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller that certain real estate owned by Seller located adjacent to West Avenue and Spring Street in Fayetteville, Washington County, Arkansas, (the "**Property**"), in the approximate location as depicted on Exhibit 1 attached hereto, the exact legal description to be determined by survey, together with all Seller's rights, title and interest in all public and private streets, roads, avenues, alleys and passageways, and all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Property.

2. PURCHASE PRICE

Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be One Million Two Hundred Forty-seven Thousand Four Hundred Fifty-five Dollars ($1,247,455.00,) to be paid in cash at Closing.

3. DEED

On the Closing Date, Seller shall execute a deed to sell and convey to Buyer good and marketable title to the Property by special warranty deed in the form reasonably prescribed by Buyer (the "**Deed**"), subject to no liens, claims, or encumbrances ("**Encumbrances**"), except (a) a restriction concerning Prohibited Uses as defined in Paragraph 31; (b) a restriction requiring the Property to comply with all City of Fayetteville parking requirements including parking requirements contained in the approved PZD plan for the Building as contained in Paragraph 31(k); (c) liens for ad valorem taxes that are not yet due and payable; and (d) those title and survey exceptions either waived or approved in writing by Buyer after Buyer's review of the Commitment, Survey (as those terms are hereinafter defined), and legible copies of all title exception documents identified on the Commitment and Survey (the "**Permitted Exceptions**"). Title to the Real Property as aforesaid shall be insured by the Title Company as provided in Section 5.

4. SURVEY

Buyer will order an ALTA survey (the "**Survey**") within five (5) days of the execution of this Contract. Buyer and Seller will each pay one half of the cost of the Survey. The Survey will include the location and boundaries of the Property and the Public Easement (defined and described in paragraph 30). The Survey and the boundary lines of the areas surveyed therein shall be subject to the mutual agreement of Buyer and Seller.

5. TITLE INSURANCE

Commitment and Title Policy. Within ten (10) business days after the date of this Contract, Seller will order a preliminary title insurance commitment (the "**Commitment**") from Bronson Abstract Company, Fayetteville, Arkansas (the "**Title Company**") pursuant to which the Title Company shall agree to issue to Buyer, an ATLA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring marketable fee simple title to the Real Property in Buyer upon recording of the Deed.

Seller's Title Documents. Seller shall, at Seller's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by the Seller, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Seller's Title Documents**").

Buyer's Title Documents. Buyer shall, at Buyer's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by Buyer, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Buyer's Title Documents**").

6. TITLE AND SURVEY DEFECTS

Buyer shall have ten (10) days from the receipt of the Title Commitment and copies of documents constituting exceptions to title and the Survey to examine the same and to specify to Seller in writing any matters which Buyer finds objectionable (the "**Encumbrances**").

Seller shall have thirty (30) days to cure or remove all Encumbrances at its cost and expense. If Seller fails to cause all the Encumbrances to be removed within such 30-day period or if Seller notifies Buyer of its decision not to cure or remove some or all of the Encumbrances, Buyer's remedy shall be to:

(i) Terminate this Agreement by giving Seller written notice thereof;

(ii) Agree to extend additional time to Seller to cure or remove all Encumbrances; or

(iii) Elect to purchase the Property subject to the Encumbrances and the Encumbrances not so removed or cured shall be deemed Permitted Exceptions and the Purchase Price shall not be reduced by any amount.

7. INVESTIGATION BY BUYER

Buyer has the right to conduct such due diligence as Buyer deems necessary in Buyer's sole discretion from the date of the execution of this agreement and continuing through five (5) business days prior to Closing; provided, however, Buyer may not conduct any intrusive testing in the subsurface soil or take any bore samples without the prior, written consent of the Seller. If Buyer, in its sole discretion is not satisfied with the results of its due diligence, Buyer may terminate this Contract at any time prior to Closing by providing written notice to Seller, whereupon this Contract shall be terminated and neither party shall have any further obligation to the other party.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer the following through the date hereof and as of the Closing Date to the best of Seller's knowledge:

8.1 Except as disclosed to Buyer in writing there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

8.2 Seller represents and warrants that at the time of acceptance hereof and at Closing, Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

8.3 There are no actions, suits, lawsuits, proceedings, or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use, or operation of any part of the Property pending in or before any court, agency, commission, or board.

8.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Seller.

8.5 Seller has not received notice from any governmental authority, stating that the Property is currently in violation of any zoning, environmental, or other land use regulations or in violation of any required licenses, registrations, certificates, permits, approvals, or other governmental authorizations relating to the use and operation of the Property. If Seller receives such a notice prior to Closing, Seller shall promptly notify Buyer of such a notice and deliver a copy thereof to Buyer.

8.6 Seller has not received any notice relating to its period of ownership of the Property that the Property is in violation of any applicable governmental law, regulation, or requirement relating to environmental or occupational health and safety matters or Hazardous Substances ("Environmental Laws"). As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials, and wastes which are regulated as hazardous or toxic under applicable local, state, or federal law or which are classified as hazardous or toxic under applicable Environmental Laws.

8.7 Seller has not stored, processed, or disposed of hazardous or toxic substances on the Property.

8.8 No underground storage tanks are located on the Property.

For the purposes hereof, the term "Seller's Knowledge" means the actual knowledge of Lionel Jordan, without any duty of inquiry or investigation.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT DELIVERED BY SELLER, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller the following through the date hereof and as of the Closing Date to the best of Buyer's knowledge:

9.1 Buyer represents and warrants that at the time of acceptance hereof and at Closing, Buyer is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

9.2 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Buyer.

9.3 Buyer has full authority to enter into this Contract and fulfill all its obligations pursuant therewith.

"Buyer's Knowledge" means the actual knowledge of Brian Reindl.

10. TAXES AND ASSESSMENTS

No tax prorations will occur because Seller is not subject to real estate taxes. Buyer is responsible for paying all real property taxes and assessments due and payable after the date of Closing.

11. CLOSING COSTS AND ADJUSTMENTS

Seller's Costs. Seller shall pay the cost of (1) one-half of the documentary stamps; (2) the cost of the owner's portion of the title insurance policy; (3) one-half the Title Company's closing fee and document preparation fee; (4) the Title Company's title search fee; (5) all certificates, instruments and documents which Seller is required to deliver or cause to be delivered; (6) one-half of the Survey; (8) one-half of the cost of appraisals required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract; and (7) its legal fees and expenses.

Buyer's Costs. Buyer shall pay the cost of (1) one-half of the documentary stamps; (2) one-half the Title Company's closing fee and document preparation fees; (3) the cost of any loan policy of title insurance including all endorsements required by Buyer's lender; (4) all certificates, instruments and documents which Buyer is required to deliver or cause to be delivered; (5) Buyer's legal fees and expenses; (6) one half of the Survey; and (7) one-half of the cost of any third appraisal required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract.

12. CONDEMNATION AND CASUALTY

If, prior to the Closing Date, all or any part of the Property shall be condemned by governmental or other lawful authority such that the remaining property is insufficient for Buyer to construct the Mixed Use Building (as defined below), Buyer shall have the option, exercised by delivery to Seller of written notice of such election on or before the fifteenth (15th) business day following the date on which Buyer receives from Seller written notice of such condemnation of either (a) completing this transaction, in which event (i) there shall be no reduction of the Purchase Price, (ii) Seller shall have no duty to repair or restore, (iii) Seller shall pay to Buyer all condemnation proceeds received by Seller with respect to such condemnation, and (iv) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds, or (b) terminating this Contract.

13. LEASES AND OTHER AGREEMENTS

During the period from the date of this Contract to and including the Closing Date, Seller shall not, without the prior written consent of Buyer enter into a lease of the Property that has a term extending beyond the Closing Date.

14. CLOSING

Closing Date. Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer and Seller, and this Contract has not been terminated in accordance with the provisions herein set forth, the transaction contemplated herein shall close within thirty (30) days of the satisfaction or fulfillment of all conditions of closing, or such other date as is mutually agreeable to Seller and Buyer, PROVIDED, however, that if Closing does not occur on or before _____ , Seller may, in its sole discretion, terminate this Contract and neither party shall have any further obligations to the other party. Such date for the closing of title is herein called the "**Closing Date**" or such occurrence is called the "**Closing**" or "**closing**".

Seller's Deliverables. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following: (a) Special Warranty Deed; and (b) Seller's Closing Statement and such other documents as Title Company may require at Closing and which are approved by the Seller.

Buyer's Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following: (a) by federal wire transfer of funds to the Title Company's escrow account an amount equal to (i) the balance of the Purchase Price due at closing, adjusted as herein provided, plus (ii) the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer's closing statement; (b) and Buyer's Closing Statement and such other documents as Title Company may require at Closing.

15. POSSESSION

Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

16. BROKERAGE

Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

17. SURVIVAL

Except as otherwise set forth herein, all warranties, representations, covenants, obligations,
and agreements contained in this Contract shall survive the closing hereunder and the transfer and conveyance of the Property and shall remain effective and enforceable by and against the parties and their successors and assigns until and unless both Reindl Properties, Inc. or its successor in interest and the City of Fayetteville through City Council Resolution jointly agree to modify, remove, or otherwise change any such warranties, representations, covenants, obligations, or agreements contained in this Contract.

18. TIME

Time is of the essence of this Contract.

19. NO WAIVER

Except as herein expressly provided, no waiver by a party of any breach of this Contract or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by the other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Contract or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

20. INSTRUMENTS IN WRITING

No agreement, consent, approval, notice, amendment, modification, understanding, or waiver of or with respect to this Contract or any agreement, instrument, or document entered into pursuant to or with respect to this Contract, or any term, provision, covenant, or condition hereof or thereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

21. NOTICES

Any and all notices, requests, demands, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt

therefor, by facsimile delivery (with confirmation by hard copy), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

If to Buyer: Reindl Properties, LLC
Attn: Brian Reindl
_____
_____

If to Seller:

City of Fayetteville
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701
Mayor@fayetteville-ar.gov

With a copy to: Vicki Bronson
Conner & Winters, LLP
4375 N. Vantage Dr., Suite 405
Fayetteville, AR 72703
vbronson@cwlaw.com

Either party may designate a different address or addresses for itself by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

22. ENTIRE AGREEMENT

This Contract contains the entire agreement with respect to the transactions contemplated herein, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the same, and neither party is relying on any representation or statement not specifically contained herein.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas.

24. ESTOPPEL

Each party confirms and agrees that (a) it has read and understood all of the provisions of this Contract; (b) it has negotiated with the other party at arm's length with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

25. JOINT PREPARATION

This Contract is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

26. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

27. INTENTIONALLY DELETED.

28. ATTORNEYS FEES

If either party is required to bring litigation to enforce its rights under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs, including expert witness fees.

29. CONTINGENCIES

In addition to any other conditions or contingencies contained herein, the parties' obligations to close on this transaction are conditioned upon satisfaction of the following conditions on or prior to Closing:

A. Buyer and Seller's approval of the Survey.

B. Buyer and Seller's approval and execution of a Development Agreement concerning the Mixed-Use Building as more particularly described in Paragraph 31.

C. Buyer and Seller's approval and Buyer's execution of the Public Easement, as more particularly described in Paragraph 30.

D. Buyer's execution and delivery to Seller of a perpetual easement for the use of the City Restrooms and Storage Space as provided in Paragraph 31.

30. ADDITIONAL CONSIDERATION

As additional consideration for the transactions contemplated herein Buyer agrees to grant a permanent easement to Seller for pedestrian walking and biking trails ("**Public Easement**") located across real property currently owned by Buyer adjacent to the Property. The exact location of the Public Easement shall be determined by the Survey. In consideration for Buyer's conveyance of the Public Easement, Seller will pay Buyer the fair market value for the Public Easement which is estimated to be Two Hundred Fifty-nine Thousand Eighty-four Dollars ($259,084.00), which amount may be adjusted as determined by the parties' appraisals prior to the separate closing on the Public Easement, but not to exceed $49.63 per square foot.

31. DEVELOPMENT OF THE MIXED-USE BUILDING

A material condition of Seller's agreement to sell the Property to Buyer is for Buyer to develop and construct a Mixed-Use Building ("Building") on the Property as described in that

certain Letter of Intent executed between the parties dated effective November 9, 2022. The approval of a Development Agreement by Buyer and Seller concerning the design, construction, and use of the Building and allocation of any shared costs associated with the construction of the City Restrooms and Storage Space is an express condition to the Buyer and Seller's obligations under this Contract. The Development Agreement shall incorporate, at a minimum, the following terms:

A. Buyer will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, and must contain a minimum of one restaurant, café, or coffee shop at ground level. The Building may include additional uses as necessary to meet the financial goals of the project if approved by Seller. The following Use Units *may* be allowed, subject to the Seller's prior approval in conjunction with the Seller's typical processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

Provided, however, that nothing contained in this Contract is intended to be nor may be construed to be a promise or agreement that Seller will approve any of the specific uses described above. The uses permitted are subject to Seller's prior approval according to Seller's typical processes and procedures for considering and determining permitted uses. In addition, certain uses which may be allowed under the zoning categories described above require a conditional use permit, including, but not limited to Unit 35: Outdoor Music Establishments. Because of the proximity to the Civic Space (Seller's property adjacent to the Property a/k/a the Ramble) as well as the Walton Arts Center and other local businesses, the use of amplified music on the Property requires specific approval by Seller in advance and is subject to all reasonable conditions which Seller requires, including, but not limited to prohibiting the use of amplified music after 10:00 p.m. Nothing in this Contract is intended to be nor may be construed to be a waiver or release of any of Seller's requirements or conditions for receiving a conditional use permit for any use that may be allowed under the zoning categories stated above.

Further provided, none of the following uses will be permitted on the Property (the "**Prohibited Uses**") at any time: crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory; fraternity/sorority housing; and slot car track. Any deed from the Seller conveying the Property to Buyer will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

B. As befits its prominent location, the Building will be a substantial and attractive building. The Building's design, plans and specifications, including, but not limited to exterior

finishes, and site development are subject to Seller's development review process, ordinances, and rules and must be approved by Fayetteville City Council. Nothing in this Contract is intended to or may be construed as a waiver of any of Seller's ordinances, rules, or regulations.

C. The Building will have three primary facades; one facing the Civic Space to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

D. The Building shall be designed and built in substantial compliance with the drawings, depictions, and concepts on the attached Exhibit 2 which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibit 2 may not be approved by Fayetteville City Council.

E. The design and construction of the Building shall comply with all local, state, and federal building codes, rules, regulations, and laws, including those of Seller.

F. Buyer must present its application for Planned Zoning District (PZD) Review approval, along with all required documents no later than July 1, 2024. The Building, associated improvements, and parking plans are subject to approval pursuant to City of Fayetteville Development Review codes, processes, and procedures, including review by Planning Staff, Planning Commission, and City Council. Documents shall include all building facades, floor plans of all levels, infrastructure improvements, multi-use trail details, and all other requirements of City of Fayetteville codes.

G. Notwithstanding anything contained herein to the contrary, if Buyer does not secure a Building Permit for the Building within twelve (12) months of substantial completion of Seller's Civic Space, then this Contract and all agreements pertaining to this Contract shall be null and void and neither party shall have any obligations to the other party.

H. If Buyer fails to either (a) commence construction of the Building within sixty (60) days of Seller issuing a Building Permit or (b) complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then Seller at its sole discretion shall have the absolute and unconditional right to buy the Property back from Buyer, and any improvements made as of that date. If Seller elects to exercise its rights under this paragraph, the purchase price Seller will pay Buyer will be the original Purchase Price Buyer paid Seller for the Property, plus the fair market value of the completed improvements on the Property as determined by a third-party real estate appraiser, less all amounts paid by Seller for construction or construction estimates for the City Restrooms and Storage Space. The provisions for selection of appraisers contained in Paragraph 30 also apply to this Paragraph.

I. The Building must be designed and constructed to provide a ground floor that is open and inviting to the public on the north side to accentuate and facilitate the use of the Civic Space. The hotel lobby shall be located on the ground floor and shall be open and inviting. Additionally, a bar, restaurant or café and retail uses will be provided on the ground floor.

J. Buyer agrees to make a good faith effort to purchase building supplies and materials locally to support sales tax revenue for Seller.

K. Buyer must provide all parking required by Seller's parking codes and requirements at Buyer's cost. Buyer must provide the amount of valet parking to Building guests that is usual and typical for the size of the Building. As a condition of this Contract and prior to Closing, Buyer must own or have a written lease for sufficient property to provide parking as required by Seller's parking requirements, including but not limited to City Code sections 172.05 and 156.03C(5). Buyer owns a parcel of land located at 601 W. Center Street, Fayetteville, Arkansas containing approximately .8 acres and which shall be used for valet parking for guests of the Building (the "Reindl Parking Parcel"). The Reindl Parking Parcel will provide a minimum of approximately 55 to 65 parking spaces. To the extent Seller has any excess parking spaces available Seller agrees to lease the excess parking spaces to Buyer at current market rates. Seller makes no representations that it has any parking spaces available to lease to Buyer. The deed to Buyer will contain a deed restriction requiring future owners to comply with all City of Fayetteville parking requirements, including, but not limited to the parking requirements contained in the approved PZD plan.

L. All Building loading recycling, and solid waste and associated receptables must be located on the west side of the Building. No such activities will be permitted from or facing any public street.

M. The Building design and construction will incorporate sufficient air filtering to promote indoor air quality.

N. The Building will be designed and constructed to provide an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. The Building will implement the use of smart energy-management systems to decrease energy use in the Building, including but not limited to the installation of smart systems to avoid heating and cooling vacant rooms.

O. Buyer and Seller will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. The amount of the costs of those improvements and an agreement as to which costs will be paid by Seller and which will be paid by Buyer are a condition of this Contract and a condition of Closing. Once the costs for these improvements are established, Buyer and Seller agree to pay their pro-rata share of such costs.

P. Seller agrees to pay one half of the cost of extending water and sanitary sewer to the Building's site to provide water and sewer to the City Restrooms. Once the costs for these improvements are established, Seller agrees to pay that amount to Buyer. The amount of such costs must be reasonable and must be approved by Seller in advance in writing.

Q. Seller will assist Buyer in coordinating burial of existing power lines to the extent necessary; however, Seller has no obligation to incur any costs associated with burying overhead power lines.

R. Buyer is responsible for providing all water, sewer, electrical, cable, telephone, gas, or other utilities to the Building. Seller has no obligation to incur any costs associated with Buyer's installation of utilities except for the costs associated with extending water and sewer to the Building site, if any, for the City Restrooms as described above. If it is necessary for Seller to grant utility easements across its property to provide utilities to the Property, Seller agrees to

grant a utility easement, provided however, that the location of the easement and any utility lines and equipment are subject to Seller's prior approval.

S. The Building shall contain public restrooms at street level, accessible from the Frisco Trail to serve trail and other public space users (the "City Restrooms"). The Building shall also contain a storage space for storing equipment associated with the planned performance area of the Civic Space and such other items which City desires ("Storage Space"). In addition:

i. All City Restrooms must comply with the Americans with Disabilities Act.

ii. Buyer shall be responsible for constructing the City Restrooms and Storage Space to a "white box" finish, subject to Seller's approval of the design. The City Restrooms and Storage Space contain a minimum of 1,600 square feet. The Storage Space shall be located on the west side of the Building for convenient access to the City Space. The approximate location of the City Restrooms and Storage Space are shown on Exhibit 3, attached.

iii. The costs of construction of the City Restrooms as a white box finish and the Storage Space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical rough in, plumbing, and HVAC equipment and services, and other elements desired by the Seller prior to commencement of construction of the Building. Buyer is responsible for completing and delivering the City Restrooms in a white box finish and Seller is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

iv. The Seller shall have exclusive use, control, possession, and right to the City Restrooms and Storage Space pursuant to a perpetual exclusive easement to be granted by Buyer, the form of which must be agreed to by the parties and executed prior to or at Closing.

v. In addition to the City Restrooms, the Building must contain separate public restrooms at ground level for the use of the Building's patrons as required by all Seller, state, and federal ordinances, rules, and regulations.

T. The Building shall contain a street level "back of house" space to be used by event organizers in the approximate location as shown on Exhibit 3.

U. Buyer, at its expense, will implement, install, and maintain landscaping on the Property as required by Seller pursuant to plans developed by Seller's landscape design architects.

V. Seller shall maintain exclusive control of all of Seller's property and exterior spaces adjacent to the Building and Property. Should Buyer desire to use any Seller property, the use must be coordinated with Seller and anchor institutions adjacent to the area, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the Seller to represent its interests in creating a lively and attractive park and Civic Plaza. Buyer must apply for use of Seller's property in the same manner as any other member of the public.

W. The Building shall provide a location for the display of local art, to be coordinated between Buyer and local arts organizations, schools, or the Seller.

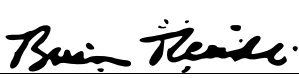
X. All other terms and conditions as the parties may agree.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

(signatures appear on following pages)

BUYER:

REINDL PROPERTIES, INC.

By: 

Brian Reindl

Date: 10/17/2023

SELLER:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____

Kara Paxton, City Clerk-Treasurer

EXHIBIT 1

Drawing of appropriate location of the Property

EXHIBIT 2

Conceptual Building design and materials

EXHIBIT 3

Depiction of approximate location of City Restrooms, Storage Space,

and back of house space

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1169

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Jessica Masters, Development Review Manager
Jonathan Curth, Development Services Director
Susan Norton, Chief of Staff

FROM: Kylee Hevrdejs, Planner

DATE:

SUBJECT: **VAC-2023-0010: Vacation (33 E. 4TH ST./BERQUIST, 523): Submitted by ALAN REID & ASSOCIATES for property located at 33 E. 4TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.19 acres. The request is to vacate a utility easement containing 0.03 acres.**

RECOMMENDATION:
Staff recommends approval of VAC-2023-0010 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of any existing facilities will be at the applicant's expense.
2. The western 10 feet of lot 6 must be dedicated as an easement to retain a 20 foot easement for the existing sewer line.

BACKGROUND:
The subject property is located in downtown Fayetteville, west of S. College Ave. The property is zoned NC, Neighborhood Conservation and contains approximately 0.19 acres. The property is currently developed with a 1,012 sq. ft. single-family home constructed in 1940.

Request: The applicant proposes to vacate a portion of an existing water/sewer easement as indicated in the attached exhibits and totaling approximately 0.3 acres, or the west ten (10) feet of Lot 7. In exchange, the property owner will dedicate the west ten (10) feet of Lot 6 which is the actual location of the sewer line.

DISCUSSION:
The applicant submitted the required approvals with no objections, though with the added conditions as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Request Letter (#6), Petition to Vacate (#7), Survey (#8)

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

File #: 2023-1169

VAC-2023-0010: Vacation (33 E. 4TH ST./BERQUIST, 523): Submitted by ALAN REID & ASSOCIATES for property located at 33 E. 4TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.19 acres. The request is to vacate a utility easement containing 0.03 acres.

AN ORDINANCE TO APPROVE VAC 23-010 FOR PROPERTY LOCATED AT 33 EAST 4TH STREET IN WARD 1 TO VACATE A 0.19 ACRE PORTION OF UTILITY EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of utility easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or necessary relocation of existing facilities will be at the applicant's expense; and
2. The western 10 feet of lot 6 must be dedicated as an easement to retain a 20 foot easement for the existing sewer line.

City of Fayetteville Staff Review Form

2023-1169

File ID

10/17/2023

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

Jonathan Curth	9/29/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2023-0010: Vacation (33 E. 4TH ST./BERQUIST, 523): Submitted by ALAN REID & ASSOCIATES for property located at 33 E. 4TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.19 acres. The request is to vacate a utility easement containing 0.03 acres.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

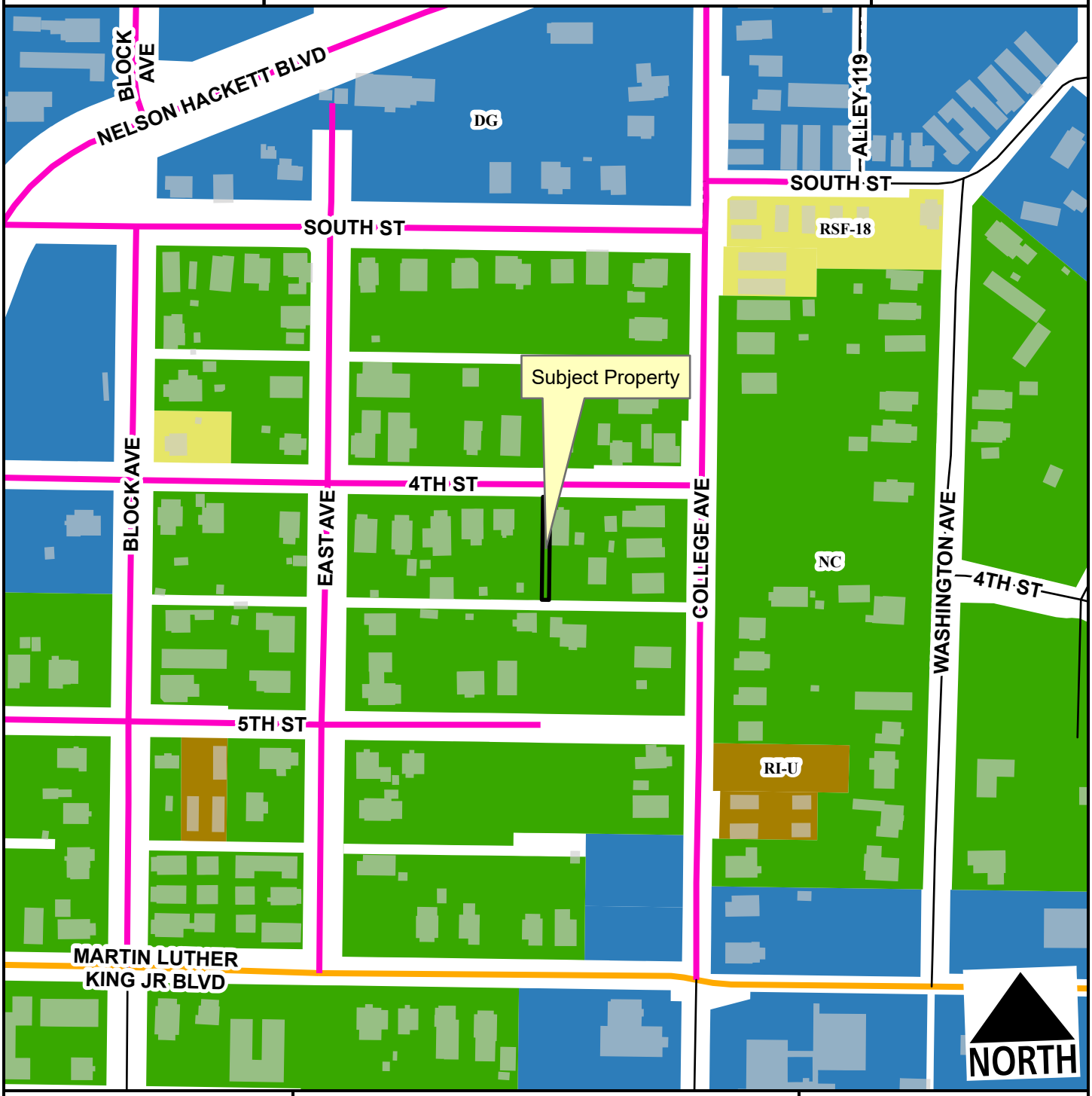
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

VAC-2023-0010	33 E. 4TH ST	EXHIBIT 'A'
Close Up View		



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 75 150 300 450 600

1:2,400

- RSF-18
- RI-U
- Downtown General
- Neighborhood Conservation

EXHIBIT 'B'

CORRESPONDS WITH ARA JOB #23178

SURVEY DESCRIPTION - AREA OF EXISTING TWENTY (20) FOOT WIDE UTLITY EASEMENT (WATER/SEWER) TO BE VACATED

A PART OF LOT NUMBERED SEVEN (7) IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT SEVEN (7); THENCE S87°13'35"E 10.00 FEET; THENCE S02°39'25"W 142.45 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT SEVEN (7); THENCE N86°35'28"W 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT SEVEN (7); THENCE N02°39'25"E 142.33 FEET TO THE POINT OF BEGINNING.

ARA

Alan Reid
& ASSOCIATES
PROFESSIONAL
LAND
SURVEYORS

August 15th, 2023

City of Fayetteville
Planning & Engineering
125 W. Mountain Street
Fayetteville, Arkansas

Re: EASEMENT VACATION REQUEST
33 E. 4TH STREET, FAYETTEVILLE, AR 72701

Dear City of Fayetteville Planners/ City Council:

On behalf of my client, Richard Berquist, I am submitting for your review a proposed utility (sewer line) easement vacation. The existing easement covers the East ten (10) feet of Lot 6 and the West ten (10) feet of Lot 7, Block 3, Jennings Addition to the City of Fayetteville, Arkansas. The actual location of the sanitary sewer line is entirely within Lot 6, a twenty (20) foot wide lot.

My client is asking the city to vacate the East ten (10) feet of the existing easement which resides in Lot 7. In return, he will dedicate the West ten (10) feet of Lot 6. This will enable the city to retain a full twenty (20) foot wide easement which encompasses the location of the existing sewer line.

Please contact our office for any questions regarding the project.
479.444.8784

Best regards,

Alan Reid

Professional Land Surveyor

Alan Reid & Associates

118 S. College Avenue Fayetteville, Arkansas 72701 479 444 8784 arasurveying@sbcglobal.net

PETITION TO VACATE A PORTION OF A CITY OF FAYETTEVILLE WATER / SEWER EASEMENT LOCATED IN A PART OF LOT NUMBERED SEVEN (7) IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, (33 E. 4TH STREET, FAYETTEVILLE, AR 72701 / Washington County Parcel ID 765-07024-000)

To: The Fayetteville City Council

We, the undersigned, being all the owners of real estate abutting the easement hereinafter sought to be abandoned and vacated, located within in a part of lot numbered seven (7) in block numbered three (3) in Jennings addition to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows (please see attached drafted survey for a visual):

SURVEY DESCRIPTION - AREA OF EXISTING TWENTY (20) FOOT WIDE UTLITY EASEMENT (WATER/SEWER) TO BE VACATED

A PART OF LOT NUMBERED SEVEN (7) IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT SEVEN (7); THENCE S87°13'35"E 10.00 FEET; THENCE S02°39'25"W 142.45 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT SEVEN (7); THENCE N86°35'28"W 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT SEVEN (7); THENCE N02°39'25"E 142.33 FEET TO THE POINT OF BEGINNING.

That no other abutting real estate is affected by said abandonment of the water / sewer easement and that the public interest and welfare would not be adversely affected by the abandonment of the above described portion of the utility easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above described real estate, and as to that particular land the owners be free from the easements of the public for the use of said utility easement.

Dated this 9 day of 12, 2023.

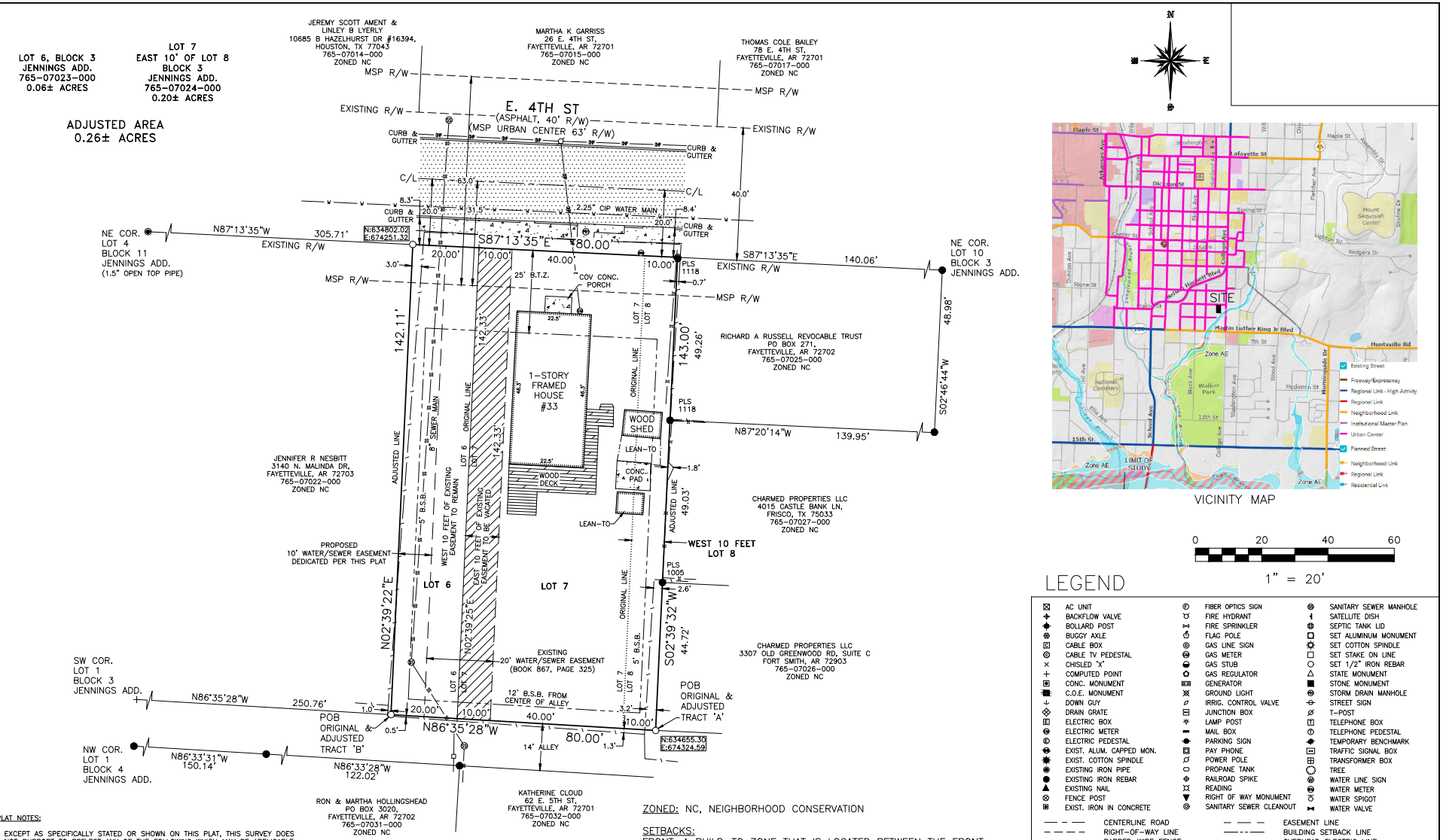
Richard Berquist (Berquist Trust, u/d/t March 12, 2004
Printed Name

Signature

Dated this 9 day of 12, 2023.

Gina Berquist (Berquist Trust, u/d/t March 12, 2004
Printed Name

Signature



VICINITY MAP

0 20 40 60

1" = 20'

LEGEND

- AC UNIT
- BACKFLOW VALVE
- BOLLARD POST
- BUGGY AXLE
- CABLE BOX
- CABLE TV PEDESTAL
- CHISLED 'X'
- COMPUTED POINT
- CONC. MONUMENT
- C.O.E. MONUMENT
- DOWN GUY
- DRAIN GRATE
- ELECTRIC BOX
- ELECTRIC METER
- ELECTRIC PEDESTAL
- EXIST. ALUM. CAPPED MON.
- EXIST. COTTON SPINDLE
- EXISTING IRON PIPE
- EXISTING IRON REBAR
- EXISTING NAIL
- FENCE POST
- EXIST. IRON IN CONCRETE
- FIBER OPTICS SIGN
- FIRE HYDRANT
- FIRE SPRINKLER
- FLAG POLE
- GAS LINE SIGN
- GAS METER
- GAS STUB
- GAS REGULATOR
- GENERATOR
- GROUND LIGHT
- IRRIG. CONTROL VALVE
- JUNCTION BOX
- LAMP POST
- MAIL BOX
- PARKING SIGN
- PAY PHONE
- POWER POLE
- PROPANE TANK
- RAILROAD SPIKE
- READING
- RIGHT OF WAY MONUMENT
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SATELLITE DISH
- SEPTIC TANK LID
- SET ALUMINUM MONUMENT
- SET COTTON SPINDLE
- SET STAKE ON LINE
- SET 1/2" IRON REBAR
- STATE MONUMENT
- STONE MONUMENT
- STORM DRAIN MANHOLE
- STREET SIGN
- T-POST
- TELEPHONE BOX
- TELEPHONE PEDESTAL
- TEMPORARY BENCHMARK
- TRAFFIC SIGNAL BOX
- TRANSFORMER BOX
- TREE
- WATER LINE SIGN
- WATER METER
- WATER SPIGOT
- WATER VALVE

- CENTERLINE ROAD
- RIGHT-OF-WAY LINE
- BARBED-WIRE FENCE
- CHAIN-LINKED FENCE
- WOOD FENCE
- WIRE FENCE
- MAJOR CONTOUR INTERVAL
- MINOR CONTOUR INTERVAL
- BUILDING LINE
- FIBER-OPTICS LINE
- DITCH/WATER LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- GAS LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- TELEPHONE LINE
- WATER LINE
- PROPERTY LINE

PLAT NOTES:

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:

EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDED THE SEAL AND SIGNATURE OF THE SURVEYOR.

THIS SURVEY MEETS OR EXCEEDS THE CURRENT "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.

NO ABANDONED WATER WELLS, SUMPS, CESSPOOLS, SPRINGS, WATER IMPOUNDMENTS, AND UNDERGROUND STRUCTURES WERE OBSERVED ON THE SUBJECT PROPERTY.

NO KNOWN EXISTING OR PROPOSED GROUND LEASES OR ACCESS AGREEMENTS, EXIST ON THE SUBJECT PROPERTY.

THE PROPERTY INVOLVED IN THIS PROPERTY LINE ADJUSTMENT LIES ENTIRELY WITHIN THE FAYETTEVILLE MASTER PLAN AREA.

ZONED: NC, NEIGHBORHOOD CONSERVATION

SETBACKS:
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

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM (NORTH ZONE) NAD83

OWNERS OF BOTH LOTS: RICHARD & GINA BERQUIST TRUST (479)409-3792

ADDRESS: 33 E. 4TH ST, FAYETTEVILLE, AR 72701
PARCEL NO. 765-07024-000 & 765-07023-000

PROPOSED USE: RESIDENTIAL

PLAT PAGE INDEX: 523

VAC-2023-0010

REVISIONS		
DATE	DESCRIPTION	BY
09/28/2023	CITY REV.-VAC. ONLY	J.P.

SHEET 1 OF 1 | 23-18-1 | JOB NO

ARA
119 S. COLLEGE AVENUE
FAYETTEVILLE, ARKANSAS 72701
479 443 4506
1 888 549 8784
oraksurveying@sbcglobal.net

Alan Reid & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
BOUNDARY
TOPO

DRAFTSMAN	DF
DATE	08/15/2023
CHECKED	-
SCALE	1" = 20'
SHEET SIZE	18"x 24"

RICHARD & GINA BERQUIST TRUST
33 E. 4TH ST, FAYETTEVILLE, AR 72701
PARCEL NO. 765-07024-000 & 765-07023-000

EASEMENT VACATION - FAYETTEVILLE, AR.

SURVEY DESCRIPTION – ORIGINAL PID 765-07024-000

LOT NUMBERED SEVEN (7), AND 10.00 FEET OF EQUAL AND UNIFORM WIDTH OFF THE WEST SIDE OF LOT NUMBERED EIGHT (8) IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS AND PROTECTIVE COVENANTS OF RECORD, IF ANY.

SURVEY DESCRIPTION – ORIGINAL PID 765-07023-000)

LOT NUMBERED SIX (6), IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS AND PROTECTIVE COVENANTS OF RECORD, IF ANY.

SURVEY DESCRIPTION – COMBINED PARCELS 765-07024-000 & 765-07023-000

LOTS NUMBERED SIX (6) AND SEVEN (7), AND 10.00 FEET OF EQUAL AND UNIFORM WIDTH OFF THE WEST SIDE OF LOT NUMBERED EIGHT (8), ALL IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS AND PROTECTIVE COVENANTS OF RECORD, IF ANY.

SURVEY DESCRIPTION – AREA OF EXISTING TWENTY (20) FOOT WIDE UTLITY EASEMENT (WATER/SEWER) TO BE VACATED

A PART OF LOT NUMBERED SEVEN (7) IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT SEVEN (7); THENCE S87°13'35"E 10.00 FEET; THENCE S02°39'25"W 142.45 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT SEVEN (7); THENCE N86°35'28"W 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT SEVEN (7); THENCE N02°39'25"E 142.33 FEET TO THE POINT OF BEGINNING.

SURVEY DESCRIPTION – AREA OF REVISED TWENTY (20) FOOT WIDE UTLITY EASEMENT (WATER/SEWER)

LOT NUMBERED SIX (6) IN BLOCK NUMBERED THREE (3) IN JENNINGS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED ON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT SIX (6), SAID POINT BEING A SET 1/2" IRON REBAR; THENCE S87°13'35"E 20.00 FEET TO A SET 1/2" IRON REBAR; THENCE S02°39'25"W 142.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT SIX (6); THENCE N86°35'28"W 20.00 FEET TO A SET 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF SAID LOT SIX (6); THENCE N02°39'22"E 142.11 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF WASHINGTON COUNTY, ARKANSAS.

_____ DATE

_____ REGISTERED LAND SURVEYOR/ PROFESSIONAL LAND SURVEYOR

CITY OF FAYETTEVILLE
CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

_____ DATE

_____ OWNER

_____ DATE

_____ OWNER

SHEET 1 OF 1

JOB NO. 23178-I

REVISIONS		
DATE	DESCRIPTION	BY
09/28/2023	CITY REV.-VAC. ONLY	J.P.

ARA
118 S. COLLEGE AVENUE
FAYETTEVILLE, ARKANSAS 72701
479 444 1784
1 888 549 8784
araksurveying@sbcglobal.net

Alan Reid & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
BOUNDARY
TOPO

DRAFTSMAN	DF
DATE	08/15/2023
CHECKED	–
SCALE	1" = 20'
SHEET SIZE	18"x 24"

RICHARD & GINA BERQUIST TRUST
33 E. 4TH ST. FAYETTEVILLE, AR 72701
PARCEL NO. 765-07024-000 & 765-07023-000

EASEMENT VACATION – FAYETTEVILLE, AR.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1164

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

DATE:

SUBJECT: **VAC-2023-0008: Vacation (WEST OF 4089 N. SHILOH DR/CLAUDE SHILOH LLC, 135): Submitted by CEI ENGINEERING ASSOCIATES for property located at 4089 N. SHILOH DR in WARD 3. The property is zoned CS, COMMUNITY SERVICES and contains approximately 7.37 acres. The request is to vacate three separate utility easements containing 0.17, 0.19 and 0.002 acres.**

RECOMMENDATION:
Staff recommends approval of VAC-2023-0008 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. City of Fayetteville Engineering Division must review and approve new utility construction and new utility easement dedications required to offset these requested vacations.
2. Any damage or necessary relocation of existing facilities will be at the applicant's expense.

BACKGROUND:
The subject property, west of 4089 N. Shiloh Drive, is in north Fayetteville, just south of the Northwest Arkansas Mall. The east side of the property in question was recently redeveloped with an office and retail space along the N. Shiloh Avenue frontage. A large multi-family project with approximately 200 units was recently approved for the 6-acre portion of the site to the west (LSIP-2023-0001).

Request: The applicant proposes to vacate three separate utility easements as indicated in the attached exhibits and totaling approximately 0.36 acres. These easements require vacation to develop an approved large site improvement plan for multi-family housing.

DISCUSSION:
The applicant submitted the required approvals with no objections, though with the added conditions from franchise utility providers as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)

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

File #: 2023-1164

VAC-2023-0008: Vacation (WEST OF 4089 N. SHILOH DR/CLAUDE SHILOH LLC, 135): Submitted by CEI ENGINEERING ASSOCIATES for property located at 4089 N. SHILOH DR in WARD 3. The property is zoned CS, COMMUNITY SERVICES and contains approximately 7.37 acres. The request is to vacate three separate utility easements containing 0.17, 0.19 and 0.002 acres.

AN ORDINANCE TO APPROVE VAC 23-008 FOR PROPERTY LOCATED AT 4089 NORTH SHILOH DRIVE IN WARD 3 TO VACATE THREE UTILITY EASEMENTS TOTALING 0.36 ACRES

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described utility easements are not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portions of utility easements as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. The City of Fayetteville Engineering Division shall review and approve new utility construction and new utility easement dedications required to offset these requested vacations; and
2. Any damage to or relocation of existing facilities will be at the applicant's expense.

City of Fayetteville Staff Review Form

2023-1164

File ID

10/17/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	9/29/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2023-0008: Vacation (WEST OF 4089 N. SHILOH DR/CLAUDE SHILOH LLC, 135): Submitted by CEI ENGINEERING ASSOCIATES for property located at 4089 N. SHILOH DR in WARD 3. The property is zoned CS, COMMUNITY SERVICES and contains approximately 7.37 acres. The request is to vacate three separate utility easements containing 0.17, 0.19 and 0.002 acres.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

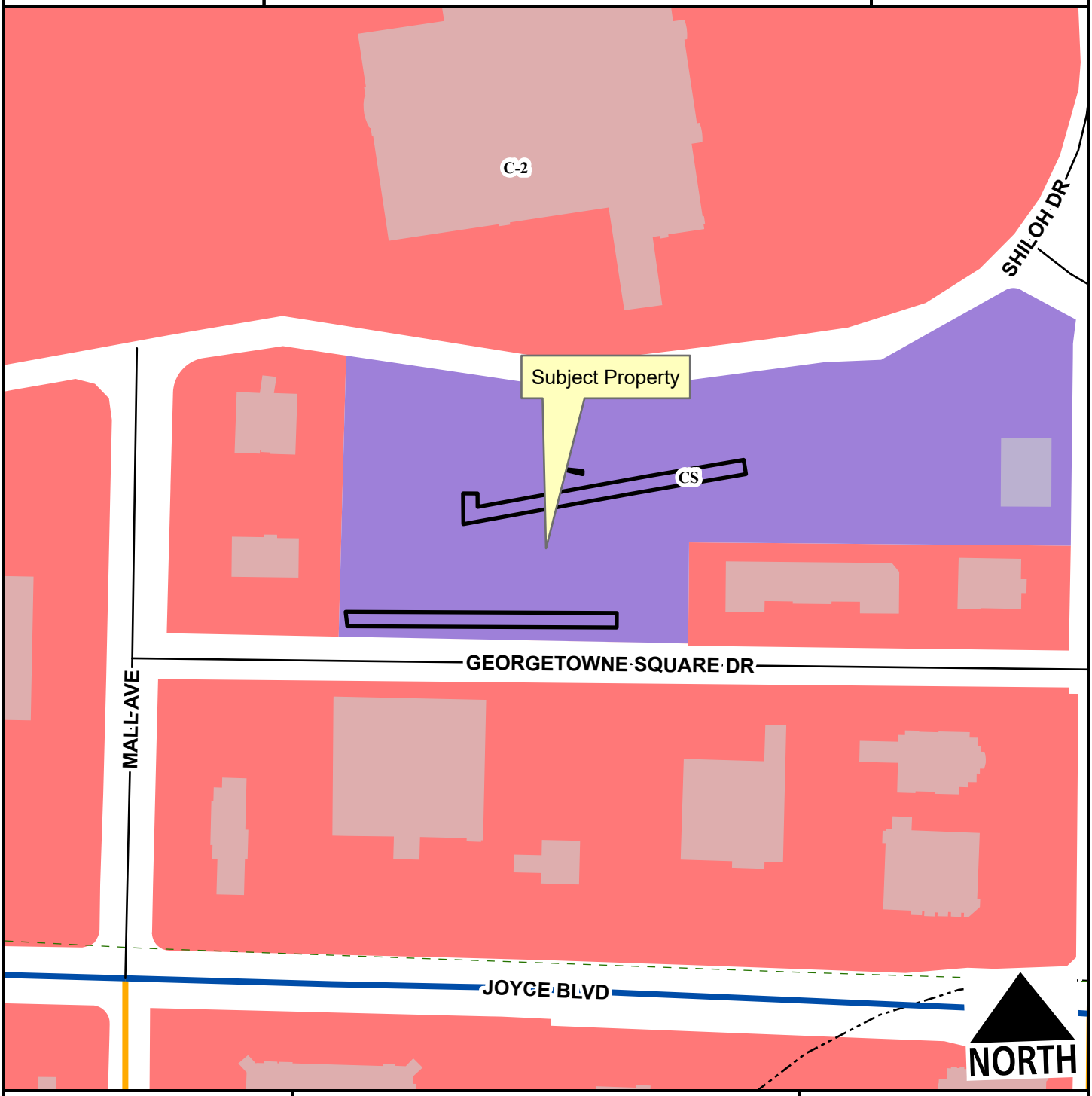
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

VAC-2023-0008	4089 N. SHILOH DR	EXHIBIT 'A'
Close Up View		



Neighborhood Link
Regional Link - High Activity
Unclassified
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet
0 75 150 300 450 600
1:2,400

C-2
Community Services

EXHIBIT 'B'

UTILITY EASEMENT 1 VACATION

A part of Lot 7 of the Concurrent Plat of Northwest Arkansas Mall to the City of Fayetteville according to Plat Book file number 024A-00000405 also being a portion of an existing utility easement per Document Number 2005-00015104 both in the Public Records of Washington County, Arkansas, also being part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 30 West and being described by metes and bounds as follows:

COMMENCING at a chiseled X found at the northeast corner of said Lot 7;
THENCE South 02°06'58" West, 354.41 feet to the north line of said existing utility easement and the POINT OF BEGINNING;
THENCE along said north line, South 87°43'46" East, 375.04 feet;
THENCE South 02°01'13" West, 20.00 feet;
THENCE North 87°43'46" West, 372.55 feet;
THENCE North 05°04'02" West, 20.16 feet to the POINT OF BEGINNING and containing 7,476 square feet or 0.17 acres, more or less.

WATER/SEWER EASEMENT 2 VACATION

A part of Lot 7 of the Concurrent Plat of Northwest Arkansas Mall to the City of Fayetteville according to Plat Book file number 024A-00000405 also being a portion of an existing water/sewer easement per Book 880 Page 300 both in the Public Records of Washington County, Arkansas, also being part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 30 West and being described by metes and bounds as follows:

COMMENCING at a chiseled X found at the northeast corner of said Lot 7;
THENCE South 38°19'28" East, 250.14 feet to the north line of said existing water/sewer easement and the POINT OF BEGINNING;
THENCE along said north line the following five (5) courses:

1. South 88°14'16" East, 20.00 feet;
2. South 01°45'43" West, 18.58 feet;
3. North 81°44'43" East, 177.26 feet;
4. North 81°50'36" East, 66.73 feet;
5. North 82°19'55" East, 129.54 feet;

THENCE departing said north line, South 07°43'17" East, 20.00 feet to the south line of said water/sewer easement;
THENCE along said south line the following three (3) courses:

1. South 82°16'43" West, 134.45 feet;
2. South 82°09'24" West, 26.26 feet;
3. South 81°44'43" West, 236.47 feet to the west line of said water/sewer easement;

THENCE along said west line, North 01°45'43" East, 42.42 feet to the POINT OF BEGINNING and containing 8,325 square feet or 0.19 acres, more or less.

UTILITY EASEMENT 3 VACATION

A part of Lot 7 of the Concurrent Plat of Northwest Arkansas Mall to the City of Fayetteville according to Plat Book file number 024A-00000405 also being a portion of an existing utility easement per Plat Book 7, Pages 89 and 90 both in the Public Records of Washington County, Arkansas, also being part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 30 West and being described by metes and bounds as follows:

COMMENCING at a chiseled X found at the northeast corner of said Lot 7;
THENCE South 60°03'47" East, 333.41 feet to the south line of said utility easement and the POINT OF BEGINNING;
THENCE departing said south line, South 82°03'05" East, 32.82 feet;
THENCE South 03°17'07" West, 4.27 feet to said south line;
THENCE along said south line, North 74°43'58" West, 33.44 feet to the POINT OF BEGINNING and containing 70 square feet, more or less.

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

August 28, 2023

City of Fayetteville
Planning Department
125 W Mountain Street
Fayetteville, AR 72701

To Whom It May Concern:

Regarding the easement vacations located on N Shiloh Drive in Fayetteville, Arkansas:

CEI has previously submitted project PLA-2023-0025 and would like to add the three easement vacations. Please see attached legal descriptions, exhibit, and future site plan with re-routing. If you have any questions, please let us know.

Respectfully submitted,
CEI Engineering Associates, Inc.
Dustin Riley, PS #1618

CEI
Solutions for Land and Life

Civil Engineering, Landscape Architecture, Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

08-23-2023

PETITION TO VACATE

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Section 23 Township 17 North, Range 30 West, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

See attached legal descriptions and exhibit, including site plan

That the real estate affected by said abandonment of the easement used will not affect public interest and welfare adversely.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said water and sewer easements, and that title to said real estate sought to be abandoned be vested and as to that land the owners be free from the abandoned portion of the easement.

Robert Hoffmann, Member.

Owner Claude Shiloh Multifamily, LLC.

EXHIBIT "A"
UTILITY EASEMENT 1 VACATION

A part of Lot 7 of the Concurrent Plat of Northwest Arkansas Mall to the City of Fayetteville according to Plat Book file number 024A-00000405 also being a portion of an existing utility easement per Document Number 2005-00015104 both in the Public Records of Washington County, Arkansas, also being part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 30 West and being described by metes and bounds as follows:

COMMENCING at a chiseled X found at the northeast corner of said Lot 7;
THENCE South 02°06'58" West, 354.41 feet to the north line of said existing utility easement and the **POINT OF BEGINNING**;
THENCE along said north line, South 87°43'46" East, 375.04 feet;
THENCE South 02°01'13" West, 20.00 feet;
THENCE North 87°43'46" West, 372.55 feet;
THENCE North 05°04'02" West, 20.16 feet to the **POINT OF BEGINNING** and containing 7,476 square feet or 0.17 acres, more or less.

EXHIBIT "A"
WATER/SEWER EASEMENT 2 VACATION

A part of Lot 7 of the Concurrent Plat of Northwest Arkansas Mall to the City of Fayetteville according to Plat Book file number 024A-00000405 also being a portion of an existing water/sewer easement per Book 880 Page 300 both in the Public Records of Washington County, Arkansas, also being part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 30 West and being described by metes and bounds as follows:

COMMENCING at a chiseled X found at the northeast corner of said Lot 7;
THENCE South 38°19'28" East, 250.14 feet to the north line of said existing water/sewer easement and the **POINT OF BEGINNING**;
THENCE along said north line the following five (5) courses:

1. South 88°14'16" East, 20.00 feet;
2. South 01°45'43" West, 18.58 feet;
3. North 81°44'43" East, 177.26 feet;
4. North 81°50'36" East, 66.73 feet;
5. North 82°19'55" East, 129.54 feet;

THENCE departing said north line, South 07°43'17" East, 20.00 feet to the south line of said water/sewer easement;
THENCE along said south line the following three (3) courses:

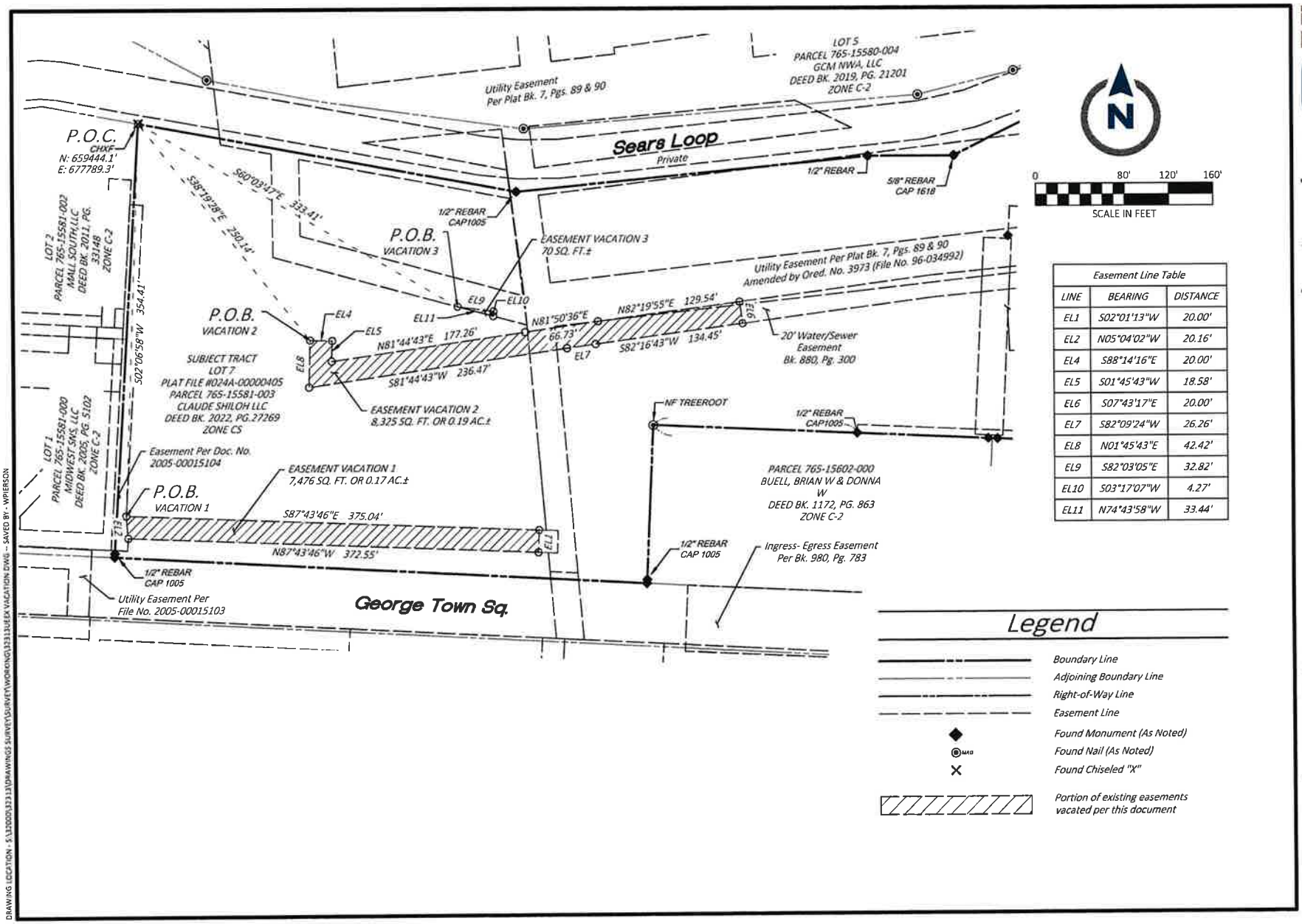
1. South 82°16'43" West, 134.45 feet;
2. South 82°09'24" West, 26.26 feet;
3. South 81°44'43" West, 236.47 feet to the west line of said water/sewer easement;

THENCE along said west line, North 01°45'43" East, 42.42 feet to the POINT OF BEGINNING and containing 8,325 square feet or 0.19 acres, more or less.

EXHIBIT "A"
UTILITY EASEMENT 3 VACATION

A part of Lot 7 of the Concurrent Plat of Northwest Arkansas Mall to the City of Fayetteville according to Plat Book file number 024A-00000405 also being a portion of an existing utility easement per Plat Book 7, Pages 89 and 90 both in the Public Records of Washington County, Arkansas, also being part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 30 West and being described by metes and bounds as follows:

COMMENCING at a chiseled X found at the northeast corner of said Lot 7;
THENCE South 60°03'47" East, 333.41 feet to the south line of said utility easement and the POINT OF BEGINNING;
THENCE departing said south line, South 82°03'05" East, 32.82 feet;
THENCE South 03°17'07" West, 4.27 feet to said south line;
THENCE along said south line, North 74°43'58" West, 33.44 feet to the POINT OF BEGINNING and containing 70 square feet, more or less.



Easement Line Table		
LINE	BEARING	DISTANCE
EL1	S02°01'13"W	20.00'
EL2	N05°04'02"W	20.16'
EL4	S88°14'16"E	20.00'
EL5	S01°45'43"W	18.58'
EL6	S07°43'17"E	20.00'
EL7	S82°09'24"W	26.26'
EL8	N01°45'43"E	42.42'
EL9	S82°03'05"E	32.82'
EL10	S03°17'07"W	4.27'
EL11	N74°43'58"W	33.44'

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Found Monument (As Noted)
- Found Nail (As Noted)
- Found Chiseled "X"
- Portion of existing easements vacated per this document

CEI
Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Easement Vacation Exhibit

RGMS Investments, LLC
4201 N SHILOH Dr
City of Fayetteville, Washington County, Arkansas

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32313
DATE	8/2/2023
REVISION	REV-0

Exhibit "B"

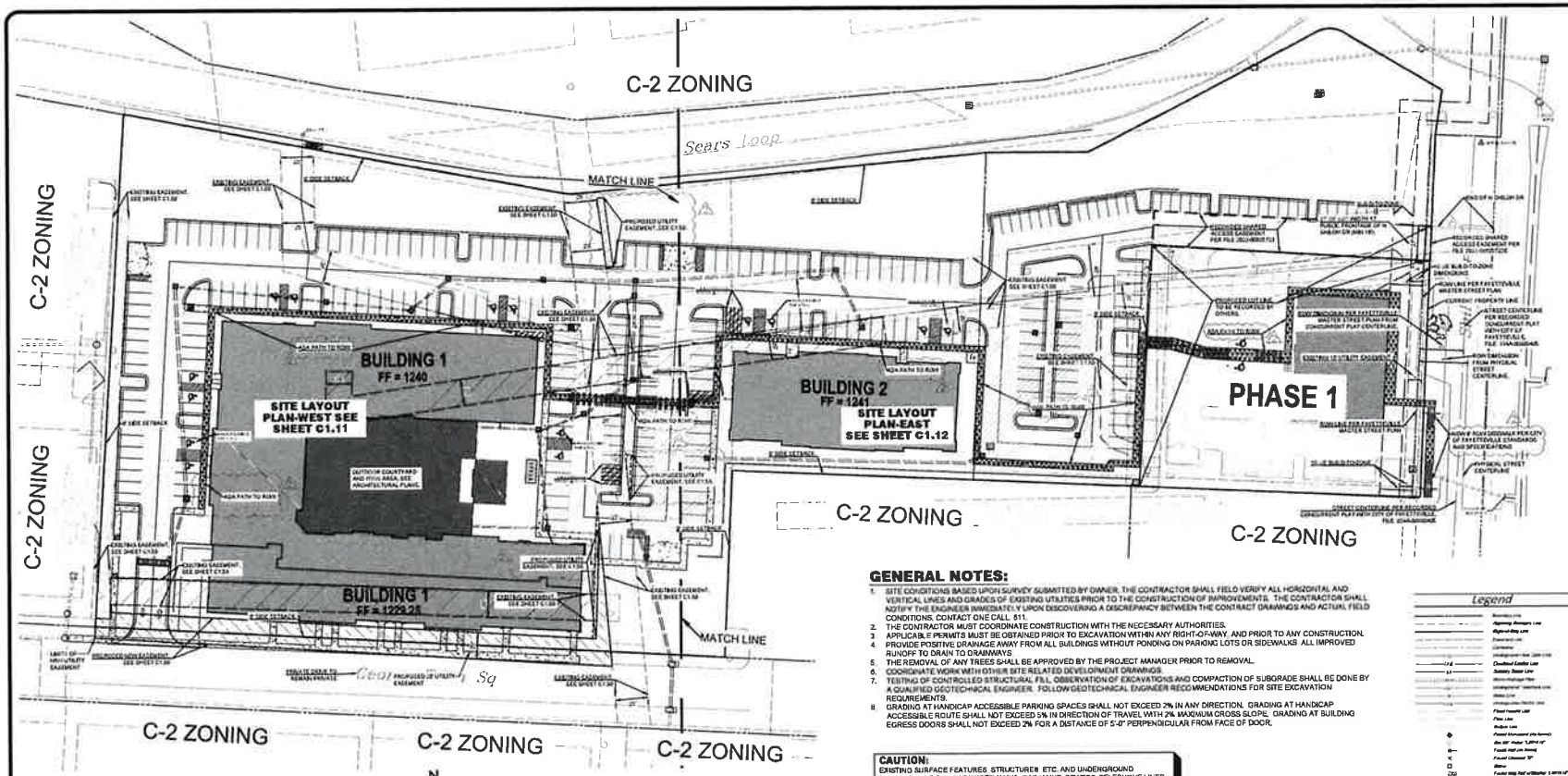
SHEET TITLE

SHEET NUMBER

1 OF 1

DRAWING LOCATION - S:\32000\32313\DRAWINGS\SURVEY\SURVEY\WORKING\32313EX VACATION.DWG - SAVED BY - WPIERSON

© 2023 CEI ENGINEERING ASSOCIATES, INC.



1 OVERALL SITE LAYOUT PLAN
C1.10 SCALE: 1" = 40'

GENERAL NOTES:

1. SITE CONDITIONS BASED UPON SURVEY SUBMITTED BY OWNER. THE CONTRACTOR SHALL FIELD VERIFY ALL HORIZONTAL AND VERTICAL LINES AND GRADES OF EXISTING UTILITIES PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERING A DISCREPANCY BETWEEN THE CONTRACT DRAWINGS AND ACTUAL FIELD CONDITIONS. CONTACT ONE CALL 811.
2. THE CONTRACTOR MUST COORDINATE CONSTRUCTION WITH THE NECESSARY AUTHORITIES.
3. APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO EXCAVATION WITHIN ANY RIGHT-OF-WAY, AND PRIOR TO ANY CONSTRUCTION.
4. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS WITHOUT PONDING ON PARKING LOTS OR SIDEWALKS. ALL IMPROVED RUNOFF TO DRAIN TO DRAINWAYS.
5. THE REMOVAL OF ANY TREES SHALL BE APPROVED BY THE PROJECT MANAGER PRIOR TO REMOVAL.
6. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
7. TESTING OF CONTROLLED STRUCTURAL FILL, OBSERVATION OF EXCAVATIONS AND COMPACTION OF SUBGRADE SHALL BE DONE BY A QUALIFIED GEOTECHNICAL ENGINEER. FOLLOW GEOTECHNICAL ENGINEER RECOMMENDATIONS FOR SITE EXCAVATION REQUIREMENTS.
8. GRADING AT HANDICAP ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. GRADING AT HANDICAP ACCESSIBLE ROUTE SHALL NOT EXCEED 5% IN DIRECTION OF TRAVEL WITH 2% MAXIMUM CROSS SLOPE. GRADING AT BUILDING EGRESS DOORS SHALL NOT EXCEED 2% FOR A DISTANCE OF 5'-0" PERPENDICULAR FROM FACE OF DOOR.

CAUTION:
EXISTING SURFACE FEATURES, STRUCTURES, ETC. AND UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SPECIAL NOTE:
CONTRACTOR TO CONTACT ANDERSON ENGINEERING 72 HOURS PRIOR TO EARTHWORK ACTIVITIES. ANDERSON TO PROVIDE ON-SITE SUBGRADE INSPECTION PRIOR TO PAVEMENT WORK.

SPECIAL NOTE:
CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DAMAGED AREAS OF PAVEMENT DUE TO CONSTRUCTION ACTIVITIES.

ADA PATH FROM ROW (N SHILOH DR)

CITY PLAT PAGE 134,135.

STREET IMPROVEMENT NOTE

SIDEWALK (5')	393 LF (GEORGE TOWN SQ)

PARKING DATA

MULTIFAMILY	257 BEDROOMS = 257 SPACES + 15% FOR MAX ALLOWABLE SPACES = 296 TOTAL ALLOWABLE SPACES
TOTAL ALLOWABLE PARKING SPACES FOR PROJECT = 296 SPACES	296 TOTAL PARKING SPACES PROVIDED 183 STANDARD SPACES 87 COMPACT SPACES (29%) 14 ADA SPACES 11 MOTORCYCLE/SCOOTER SPACES 8 BICYCLE RACKS

UNIT MIX			AVG SF
24	STUDIO	11.6%	523
142	1 BEDROOM	68.6%	714
32	2 BEDROOM	15.5%	1,207
9	3 BEDROOM	4.3%	1,538
207	TOTAL		804

EASEMENT LEGEND

	PROPOSED NEW EASEMENT
	EXISTING EASEMENT TO BE VACATED BY OTHERS

SITE COVERAGE NOTE

IMPERVIOUS AREA ADDED	170,663 SQ FT (~3.92 ACRES)

Legend

damage prevention is no accident
811
800-482-8998
Arkansas One-Call
www.arkansas811.com

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 W. VILLAGE PKWY • ROGERS, ARKANSAS 72758 • PHONE (479) 986-4131
ANDERSON-ENG.COM 256 • L.E.PHILLIPS DENTON # PFD 0004

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
ANDREW J. ANDERSON
No. 13115
7-06-2023
FOR REVIEW ONLY

NO.	REVISIONS DESCRIPTION	BY	DATE
1	LSP REVISIONS	KDW	06-22-2023
2	LSP REVISIONS	KDW	07-06-2023

DRAWING INFO.
FIELD BY: KDW
DRAWN BY: LED
CHECK BY: -
DATE: 02-15-2023
FIELD BOOK: -
JOB NUMBER: 21501/0022

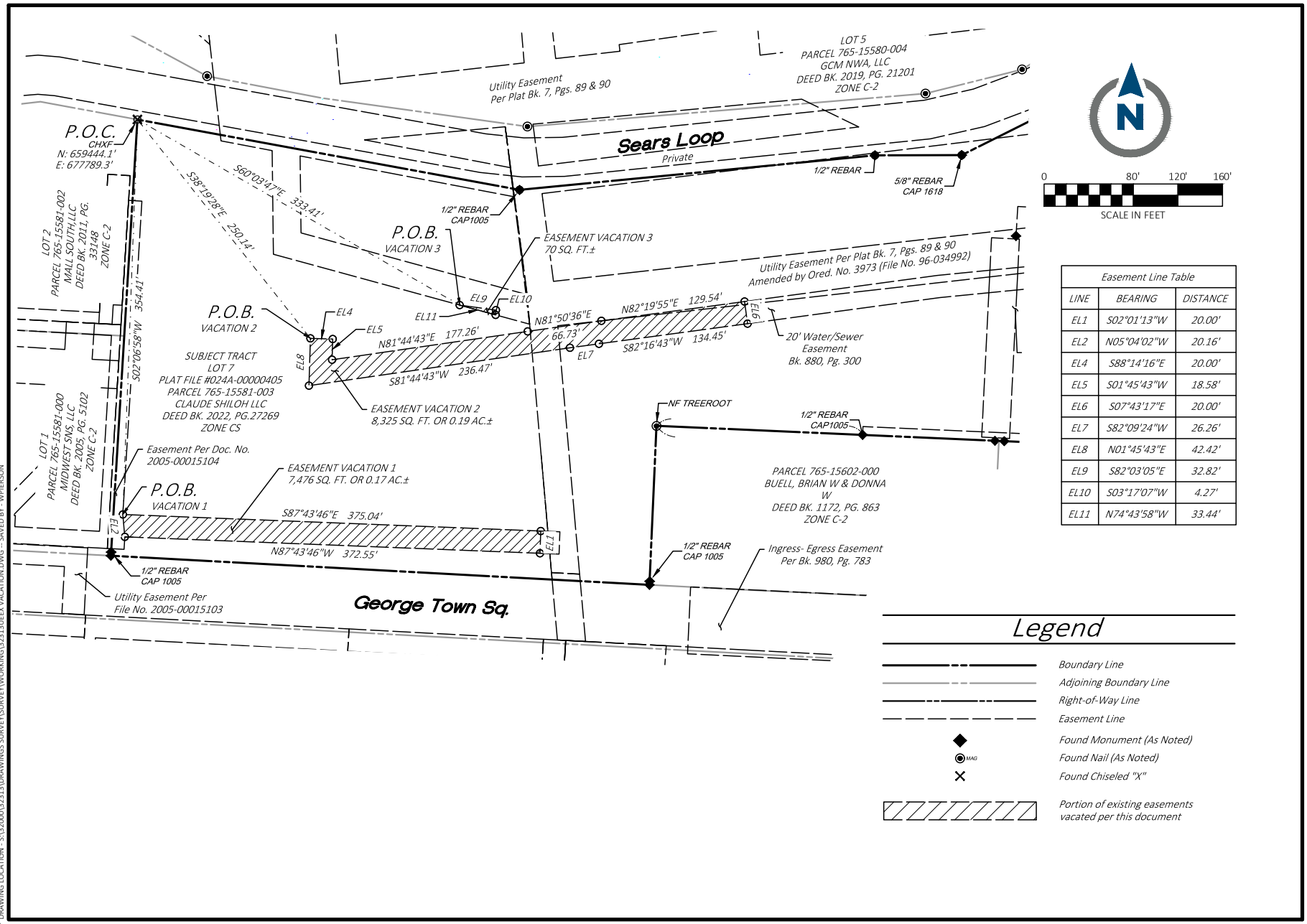
© COPYRIGHT, ANDERSON ENGINEERING, INC. 2022

DGM MANAGEMENT COMPANY
THE CLAUDE APARTMENTS
RETAIL AND MULTIFAMILY PHASE 2

OVERALL SITE LAYOUT PLAN

4099 N SHILOH DR FAYETTEVILLE, AR 72703

SHEET NUMBER C1.10



Easement Line Table		
LINE	BEARING	DISTANCE
EL1	S02°01'13"W	20.00'
EL2	N05°04'02"W	20.16'
EL4	S88°14'16"E	20.00'
EL5	S01°45'43"W	18.58'
EL6	S07°43'17"E	20.00'
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DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Easement Vacation Exhibit

RGMS Investments, LLC
4201 N SHILOH Dr
City of Fayetteville, Washington County, Arkansas

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32313
DATE	8/2/2023
REVISION	REV-0

Exhibit "B"

SHEET TITLE

SHEET NUMBER

1 OF 1

© 2023 CEI ENGINEERING ASSOCIATES, INC.

DRAWING LOCATION - S:\32000\32313\DRAWINGS SURVEY\SURVEY\WORKING\32313UEEX VACATION.DWG -- SAVED BY - WPIERSON

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1158

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

DATE:

SUBJECT: **VAC-2023-0009: Vacation (280 E 12TH STREET/FHA DEVELOPMENT, 563): Submitted by FHA DEVELOPMENT, INC for property located at 280 E. 12TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.40 acres. The request is to vacate a portion of an alley containing approximately 0.054 acres.**

RECOMMENDATION:
Staff and Planning Commission recommends approval of VAC-2023-0009 as shown in the attached Exhibits 'A' and 'B', with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A partial vacation shall be approved to remove the existing structure from the platted right-of-way, and to enable a future connection to still be made from E. 11th Street to E. 12th Street.
3. An easement for SWEPCO must be retained in the northeast corner of the site, approximately 20 feet wide by 15-feet deep as shown in the provided exhibit.

BACKGROUND:
The subject property is in south Fayetteville and contains two separate parcels that are owned by the Fayetteville Housing Authority and total approximately 0.40 acres (765-03340-000 and765-03340-002). The site is developed with two three-family structures that were built around 1996. Those structures are existing non-conforming structures since the property is zoned NC, Neighborhood Conservation, a single-family residential district. A quit claim deed was filed in 1995 to close an existing 10-foot alley through the center of the property and a 20-foot street right-of-way along the eastern property line, but neither were formally vacated by the City Council.

Request: The applicant proposes to vacate 0.054 acres of right-of-way that currently makes up a 20-foot wide alley right-of-way along the eastern property line.

DISCUSSION:
At the September 25, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request with a recommendation of approval, with conditions. After being asked by Commissioner Payne, the applicant verbally stated that they agreed to the condition requiring the approval of only a partial vacation.

Commissioners offered little additional comment, finding in agreement with staff's recommendation. In the interim, staff received notification from a different member of the applicant's team, one who had not attended the meeting, that they still intended for the request to reflect a vacation of the right-of-way in its entirety.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Applicant-Requested Exhibit A (#4), Applicant-Requested Exhibit B (#5), Planning Commission Staff Report (#6), SWEPCO Utility Approval - 280 E 12th Street Vacation (#7)

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

File #: 2023-1158

VAC-2023-0009: Vacation (280 E 12TH STREET/FHA DEVELOPMENT, 563): Submitted by FHA DEVELOPMENT, INC for property located at 280 E. 12TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.40 acres. The request is to vacate a portion of an alley containing approximately 0.054 acres.

AN ORDINANCE TO APPROVE VAC 23-009 FOR PROPERTY LOCATED AT 280 EAST 12TH STREET IN WARD 1 TO VACATE A PORTION OF ALLEY RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of alley right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates a portion of alley right-of-way described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or necessary relocation of existing facilities will be at the property owner/developer's expense.
2. Only that portion of alley right of way encroached upon by the existing structure shall be vacated to ensure a future connection can still be made from East 11th Street to East 12th Street.
3. If the entire right of way is vacated, a general utility easement shall be retained in the northeast corner of the site, approximately 20 feet wide by 15-feet deep as shown in the SWEPCO Utility Approval exhibit attached to the Planning Department's agenda memo.

City of Fayetteville Staff Review Form

2023-1158

File ID

10/17/2023

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

Jonathan Curth	9/29/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2023-0009: Vacation (280 E 12TH STREET/FHA DEVELOPMENT, 563): Submitted by FHA DEVELOPMENT, INC for property located at 280 E. 12TH ST. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.40 acres. The request is to vacate a portion of an alley containing approximately 0.054 acres.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

VAC-2023-0009

Close Up View

280 E 12TH ST

EXHIBIT 'A'



Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Shared-Use Paved Trail
Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

RSF-18
RI-U
RMF-24
Downtown General
Neighborhood Services - Ltd.
Neighborhood Conservation
P-1

EXHIBIT 'B'

GIS Approved
08/28/2023

Twenty (20) foot closed street, known as Willow Ave, which lies East of lots 6 & 7, all in Block 2, Burl Dodd Addition to the City of Fayetteville.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: September 25, 2023 Updated with results from 9/25/2023 PC Meeting

SUBJECT: **VAC-2023-0009: Vacation (280 E 12TH STREET/FHA DEVELOPMENT, 563):** Submitted by FHA DEVELOPMENT, INC for property located at 280 E. 12TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.40 acres. The request is to vacate a portion of an alley containing approximately 0.054 acres.

RECOMMENDATION:
Staff recommends forwarding **VAC-2023-0009** to City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:
*"I move to forward **VAC-2023-0009** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in south Fayetteville and contains two separate parcels that are owned by the Fayetteville Housing Authority and total approximately 0.40 acres (765-03340-000 and765-03340-002). The site is developed with two three-family structures that were built around 1996. Those structures are existing non-conforming structures since the property is zoned NC, Neighborhood Conservation, a single-family residential district. A quit claim deed was filed in 1995 to close an existing 10-foot alley through the center of the property, and a 20-foot street right-of-way along the eastern property line, but the alley and right-of-way were never fully vacated by the City Council. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential/Undeveloped	NC, Neighborhood Conservation; RI-U, Residential Intermediate, Urban
South	4-family Residential	NC. Neighborhood Conservation
East	Mulit-Family Residential	DG, Downtown General
West	Single-Family Residential/Undeveloped	NC, Neighborhood Conservation

Proposal: The applicant proposes to vacate 0.054 acres of right-of-way that currently makes up a 20-foot wide alley right-of-way along the eastern property line.

DISCUSSION:
City of Fayetteville staff recommends in partial favor of the request. From a land-use planning perspective, staff finds that maintaining the right-of-way serves the public interest by contributing to a compact, complete, and connected neighborhood (Goal #3). There is a cluster-housing

development to the north that is using a portion of the alley right-of-way to provide vehicular access to their property, and maintaining the full 20-foot alley would allow for a full connection from E. 11th Street to E. 12th Street. Further, the Walker Park Neighborhood Master Plan which was adopted in 2008 shows the alley being used to provide connection through the neighborhood. However, some function of the right-of-way may have been lost in 1996 when building permits were approved following the filing of a quit claim deed to abandon the right-of-way. The property owners acted in good faith that the right-of-way had been abandoned, and have historically received a clean title with every transaction. Also, according to the applicant, to rededicate right-of-way to the east represents an administrative hurdle due to the nature of the property's operation as a Section 8 project that would require additional approval from the Office of Recap with HUD. Granting this, and recognizing the current barrier that the existing right-of-way puts on the property, staff recommends in favor of a partial vacation. A portion of the alley should be vacated to relieve the existing structure of the burden of the right-of-way, but enable the possibility of a future connection to align with larger City goals.

Vacation Approval: The applicant has submitted the required vacation forms to the relevant City departments and franchise utility companies with the following responses.

Utility	Response
Cox Communications	Any damage or relocation of existing facilities will be at the property owner/developer's expense.
AEP/SWEPCO	No objections, provided an easement in retained in the northeast corner of the site, approximately 20 feet wide by 15 feet deep, as shown in provided exhibit.
Black Hills Energy AR	No objections and no comment.
AT&T	No objections and no comment.
Ozarks Electric	No objections and no comment.
City of Fayetteville	Response
Water/Sewer	No objections and no comment.
Solid Waste & Recycling	No objections and no comment.
Transportation	No objections and no comment.

Public Comment: Staff has not received any comment on this item.

RECOMMENDATION: Staff recommends forwarding **VAC-2023-0009** to City Council with a recommendation of approval.

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

2. A partial vacation shall be approved to remove the existing structure from the platted right-of-way, and to enable a future connection to still be made from E. 11th Street to E. 12th Street.

3. An easement for SWEPCO must be retained in the northeast corner of the site, approximately 20 feet wide by 15-feet deep as shown in the provided exhibit.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **September 25, 2023** ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: Brink

Second: Payne

Vote: 8-0-0

with all conditions as recommended by staff, including the partial vacation condition.

BUDGET/STAFF IMPACT:
None

Attachments:

- Applicant Request Letter
- Applicant Petition to Vacate
- Site Exhibit – ROW to be vacated
- Additional Applicant Exhibit – Adjacent Right-of-Way
- Staff Exhibit
  - Walker Park Neighborhood Illustrative Plan
  - 11th Street Cluster Housing Development – Approved Plan
  - Quit Claim Deed - 1995
- One Mile Map
- Close-up Map
- Current Land Use Map

Dear Fayetteville Planning Commission,

I am asking for a formal vacation of a closed street located on a portion of 276, 278, and 280 E 12th St Fayetteville, AR 72701. Currently several feet of an apartment building lies on a portion of Willow Ave. The Street (Willow Ave) was properly vacated on the south side of 12th Street which also a part of the 18-unit complex, but it seems there was error somewhere in filing and the north portion of the street did not get added. It has been this way since 1997. This portion of the street has been conveyed with the whole of the property, through several different owners over the years with clear title. The FHAD INC is choosing to correct this administrative mistake from the past for the next owner. We ask that the city officially vacates this closed street in order to rectify any errors.

Respectfully,

Tania Mahoney-Vazquez

Executive Broker

Collier & Associates

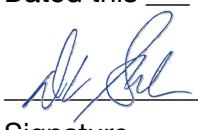
PETITION TO VACATE A (street right-of-way) LOCATED IN (lots 6 & 7, block 2, subdivision Burl Dodd Addition), CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and The Fayetteville City Council
We, the undersigned, being all the owners of the real estate abutting the street right-of-way (Willow Ave) hereinafter sought to be abandoned and vacated, lying in (lot 6 & 7, block 2, subdivision Burl Dodd Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:
(Twenty (20) foot closed street, known as Willow Ave, which lies East of lots 6 & 7, all in Block 2, Burl Dodd Addition to the City of Fayetteville.

That the abutting real estate affected by said abandonment of the street right-of-way (Twenty (20) foot closed street, known as Willow Ave, which lies East of lots 6 & 7, all in Block 2, Burl Dodd Addition to the City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described street right-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 24th day of August, 2023. Printed Name



Signature

Derrek Sherburne

Printed Name Signature

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.

9/12/2023
DATE

REGISTERED LAND SURVEYOR/
PROFESSIONAL LAND SURVEYOR

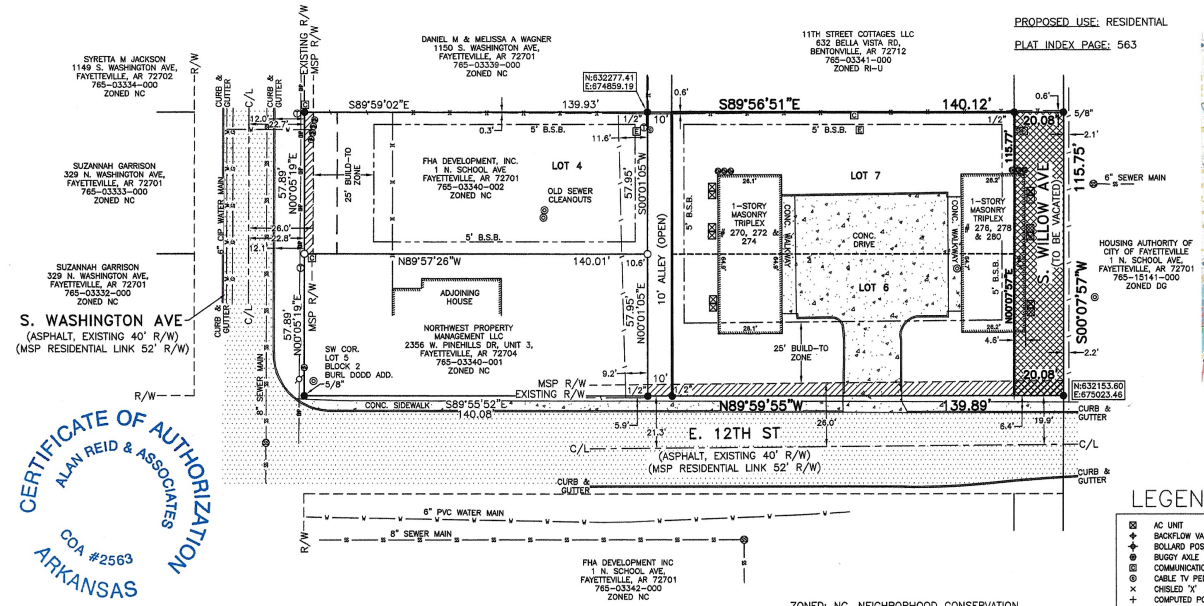
FLOOD DESIGNATION:

THIS PROPERTY DOES NOT LIE IN ZONE 'A/AE' (SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD) AS DETERMINED FROM THE F.I.R.M. MAP OF WASHINGTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP NUMBER 05143C0220F, EFFECTIVE DATE MAY 16, 2008.

LOTS 6 & 7
BLOCK 2
BURL DODD ADD.
765-03340-000

PROPOSED USE: RESIDENTIAL

PLAT INDEX PAGE: 563





VICINITY MAP

0 30 60 90
1" = 30'

CERTIFICATE OF AUTHORIZATION
ALAN REID & ASSOCIATES
COA #2563
ARKANSAS

SURVEY DESCRIPTION
LOTS 6 & 7, BLOCK 2, BERL DODD ADDITION, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "4" AT PAGE 219.

PLAT NOTES:

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:

EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDED THE SEAL AND SIGNATURE OF THE SURVEYOR.

THIS SURVEY MEETS OR EXCEEDS THE CURRENT "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.

PER ORDINANCE 72.19, PARKING BLOCKING A MAILBOX IS PROHIBITED. ENSURE THAT FUTURE MAILBOX PLACEMENT DOES NOT CONFLICT WITH ON-STREET PARKING.

ALL UTILITIES 12KV AND UNDER SHALL BE RELOCATED UNDERGROUND.

ANY AND ALL SIGNAGE REQUIRES ADDITIONAL SIGN PERMIT REVIEW AND APPROVAL.

SURVEY DESCRIPTION – AREA OF WILLOW STREET TO BE VACATED AND DEEDED TO PARCEL 765-03340-000

ALL THAT PART OF WILLOW AVENUE LYING EAST OF AND BEING IMMEDIATELY ADJACENT TO THE EAST LINE OF LOTS SIX (6) AND SEVEN (7) OF BLOCK TWO (2) OF BERL DODD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN IN PLAT BOOK 4 AT PAGE 219 OF THE LAND RECORDS OR WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT SEVEN (7), BLOCK TWO (2), SAID POINT BEING AN EXISTING IRON REBAR; THENCE S89°56'51"E 20.08 FEET TO AN EXISTING 1/2" IRON REBAR ON THE EAST RIGHT-OF-WAY LINE OF WILLOW AVENUE, SAID POINT ALSO BEING ON THE WEST BOUNDARY OF WASHINGTON COUNTY LAND PARCEL 765-15141-000; THENCE S00°07'57"W 115.75 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WILLOW AVENUE TO AN EXISTING IRON REBAR AT THE NORTH RIGHT-OF-WAY LINE OF E. 12TH STREET; THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID WILLOW AVENUE AND THE WEST BOUNDARY OF SAID LAND PARCEL 765-15141-000, N89°59'55"W 20.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT SIX (6), BLOCK TWO (2); THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID E. 12TH STREET, N00°07'57"E 115.77 FEET ALONG THE EAST LINE OF SAID LOTS SIX (6) AND SEVEN (7), BLOCK TWO (2), TO THE POINT OF BEGINNING, CONTAINING 2324.2 SQUARE FEET, MORE OR LESS.

ZONED: NC, NEIGHBORHOOD CONSERVATION

SETBACKS:
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

OWNER: FHA DEVELOPMENT INC
(479)521-3850

PHYSICAL ADDRESS: 270, 272, 274, 276, 278 & 280 E. 12TH ST, FAYETTEVILLE, AR 72701
PARCEL NO. 765-03340-000

MAILING ADDRESS: 1 N. SCHOOL AVE, FAYETTEVILLE, AR 72701

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 10015
SIGNATURE
ALAN REID

LEGEND

AC UNIT	FIBER OPTICS SIGN	SANITARY SEWER MANHOLE
BACKFLOW VALVE	FIRE HYDRANT	SATELLITE DISH
BOLLARD POST	FIRE SPRINKLER	SEPTIC TANK LID
BUGGY AXLE	FLAG POLE	SET ALUMINUM MONUMENT
COMMUNICATIONS VAULT	GAS LINE SIGN	SET COTTON SPINDLE
CABLE TV PEDESTAL	GAS METER	SET STAKE ON LINE
CHISLED "X"	GAS STUB	SET 1/2" IRON REBAR
COMPUTED POINT	GAS REGULATOR	STATE MONUMENT
CONC. MONUMENT	GENERATOR	STONE MONUMENT
C.O.E. MONUMENT	GROUND LIGHT	STORM DRAIN MANHOLE
DOWN GUY	IRRIG. CONTROL VALVE	STREET SIGN
DRAIN GRATE	JUNCTION BOX	T-POST
ELECTRIC BOX	LAMP POST	TELEPHONE BOX
ELECTRIC METER	MAIL BOX	TELEPHONE PEDESTAL
ELECTRIC PEDESTAL	PARKING SIGN	TEMPORARY BENCHMARK
EXIST. ALUM. CAPPED MON.	PAY PHONE	TRAFFIC SIGNAL BOX
EXIST. COTTON SPINDLE	POWER POLE	TRANSFORMER BOX
EXISTING IRON PIPE	PROPANE TANK	TREE
EXISTING IRON REBAR	RAILROAD SPIKE	WATER LINE SIGN
EXISTING NAIL	READING	WATER METER
FENCE POST	RIGHT OF WAY MONUMENT	WATER SPIGOT
EXIST. IRON IN CONCRETE	SANITARY SEWER CLEANOUT	WATER VALVE

CENTERLINE ROAD	EASEMENT LINE
RIGHT-OF-WAY LINE	BUILDING SETBACK LINE
BARBED-WIRE FENCE	OVERHEAD ELECTRIC LINE
CHAIN-LINKED FENCE	UNDERGROUND ELECTRIC LINE
PRIVACY FENCE	GAS LINE
WIRE FENCE	SANITARY SEWER LINE
MAJOR CONTOUR INTERVAL	STORM SEWER LINE
MINOR CONTOUR INTERVAL	TELEPHONE LINE
BUILDING LINE	WATER LINE
FIBER-OPTICS LINE	PROPERTY LINE
DITCH/WATER LINE	

REVISIONS			
DATE	DESCRIPTION	BY
09/11/2023	CITY COMMENTS	DF

ARA
Alan Reid & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
BOUNDARY TOPO
118 S. COLLEGE AVENUE FAYETTEVILLE, ARKANSAS 72701
479 444 8784
1 888 849 8784
arasurveying@sbcglobal.net

DRAFTSMAN	DF
DATE	10/26/2022
CHECKED	-
SCALE	1" = 30'
SHEET SIZE	18"x 24"

SHEET 1 OF 1
JOB 22-0168

FHA DEVELOPMENT INC
270, 272, 274, 276, 278 & 280 E. 12TH ST,
FAYETTEVILLE, AR 72701

STREET VACATION – FAYETTEVILLE, ARKANSAS

BOUNDARY SURVEY

Survey Description

PARCEL: 765-03342-000
ALL OF LOTS 1 AND 10 , AND THE PORTION OF SOUTH WILLOW AVENUE, LYING EAST OF SAID LOT 10. ALSO, THE ALLEYWAY AND THE NORTHERN 39.00' OF LOTS 2 AND 9, BLOCK 3, BURL DODD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AND THAT PORTION OF SOUTH WILLOW AVENUE AS SHOWN ON PLAT BOOK 4 AT PAGE 129, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 12TH STREET, SAID REBAR ALSO MARKING THE NORTHWEST CORNER OF SAID LOT 1, THENCE ALONG SAID RIGHT-OF-WAY LINE S87°25'13"E, PASSING THROUGH A FOUND 1/2" REBAR AT A DISTANCE OF 139.98', AI SO PASSING THROUGH A FOUND 1/2" REBAR AT A DISTANCE OF 289.98' FOR A TOTAL DISTANCE OF 309.98' TO A SET 1/2" REBAR, THENCE LEAVING SAID RIGHT-OF-WAY LINE S02°39'47"W, 96.76' TO A SET 1/2" REBAR, THENCE N87°27'03"W, PASSING THROUGH A FOUND 1/2" REBAR AT A DISTANCE OF 20.00', FOR A TOTAL DISTANCE OF 310.00' TO A FOUND 1/2" REBAR LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WASHINGTON AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE N02°40'16"E, 96.95' TO THE POINT OF BEGINNING, CONTAINING 0.689 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

PARCEL: 765-03340-000
LOTS 4, 6 & 7, BLOCK 3, BURL DODD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 219, ALSO, PART OF AN ALLEY WHICH LIES WEST OF LOTS 6 & 7, AND A 20' CLOSED STREET KNOWN AS WILLOW AVENUE, WHICH LIES EAST OF LOTS 6 & 7, ALL IN BLOCK 2, BURL DODD ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT RECORD IN PLAT BOOK 4, PAGE 219, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WASHINGTON AVENUE, SAID REBAR ALSO MARKING THE NORTHWEST CORNER OF SAID LOT 4, THENCE S87°15'25"E, PASSING THROUGH A FOUND 1/2" REBAR AT A DISTANCE OF 144.90', ALSO PASSING THROUGH A FOUND 1/2" REBAR AT A DISTANCE OF 149.90', ALSO PASSING THROUGH A FOUND 1/2" REBAR AT A DISTANCE OF 290.05' FOR A TOTAL DISTANCE OF 310.05' TO A SET 1/2" REBAR, THENCE S02°39'47"W 115.70' TO A SET 1/2" REBAR LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 12TH STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE N87°16'21"W, PASSING THROUGH A FOUND 1/2" REBAR AT A DISTANCE OF 20.00' FOR A TOTAL DISTANCE OF 165.22' TO A FOUND 1/2" REBAR, THENCE LEAVING SAID RIGHT-OF-WAY LINE N02°44'51"E 57.89' TO A FOUND 5/8" REBAR, THENCE N87°15'17"W 145.01' TO A FOUND 5/8" REBAR LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WASHINGTON AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N02°40'07"E 57.85' TO THE POINT OF BEGINNING, CONTAINING 0.631 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

Miscellaneous Notes

STATE RECORDING NUMBER:
500-16N-30W-0-22-450-72-1826

BASIS OF BEARING:
ARKANSAS STATE PLANE, NORTH ZONE, NAD 83
LATITUDE: 36°03'03.5315"
LONGITUDE: 94°09'22.6224"
CONVERGENCE ANGLE: 01°15'17.06323"
THE DISTANCES SHOWN ON THIS PLAT ARE OF COMBINE FACTOR (GRID TO GROUND) 1.00008087654986

REFERENCE DOCUMENTS:
1. SURVEY PLAT FILE NO.: 0004-0000219
2. DEED FILED IN DEED BOOK 2017 AT PAGE 12142.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0285F, WHICH BEARS AN EFFECTIVE DATE OF 04/02/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

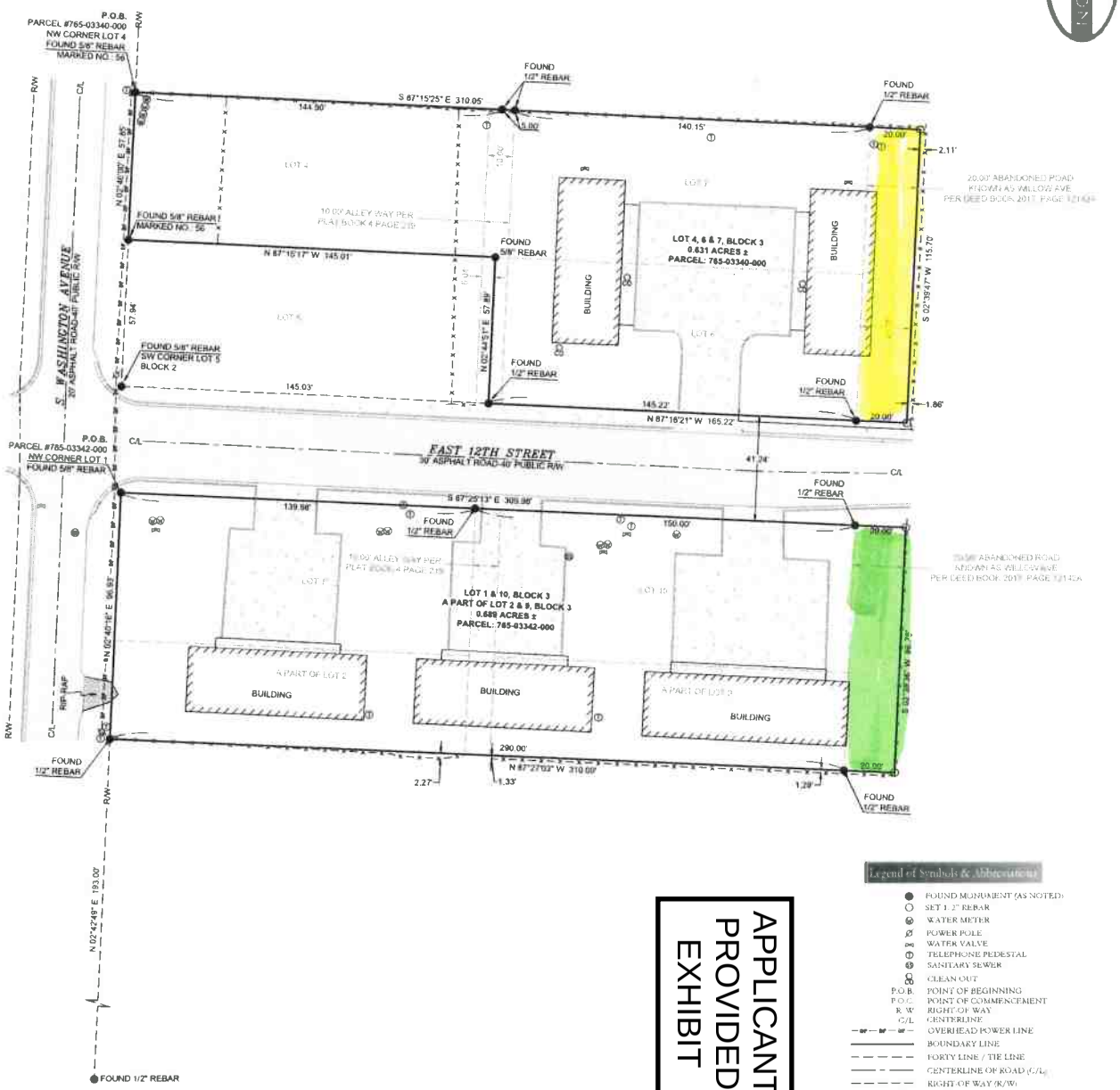
Owner/Developer

OWNER: STONE STREET RENTALS LLC
ADDRESS: 270 & 203 E. 12TH STREET, FAYETTEVILLE, ARKANSAS
APN: 765-03340-000
APN: 765-03342-000

Zoning & Setback Information

ZONING: NC (NEIGHBORHOOD CONSERVATION)

BUILDING SETBACKS:
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: FEET: 12 FEET FROM CENTERLINE OF AN ALLEY

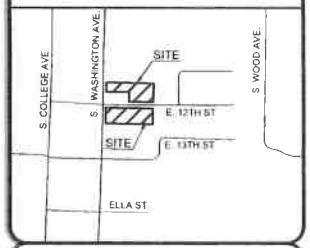


APPLICANT PROVIDED EXHIBIT

Legend of Symbols & Abbreviations

- FOUND MONUMENT (AS NOTED)
- SET 1/2" REBAR
- WATER METER
- POWER POLE
- WATER VALVE
- TELEPHONE PEDESTAL
- SANITARY SEWER
- CLEAN OUT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY
- C/L CENTERLINE
- OVERHEAD POWER LINE
- BOUNDARY LINE
- FORTY LINE / TIE LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT-OF-WAY (R/W)
- FENCE

Vicinity Map



Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

0 30 60 90
1 INCH = 30 FEET

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 24TH DAY OF MARCH, 2020

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
No. 1826
SURVEYOR
HEATH A MYERS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization No. 1534

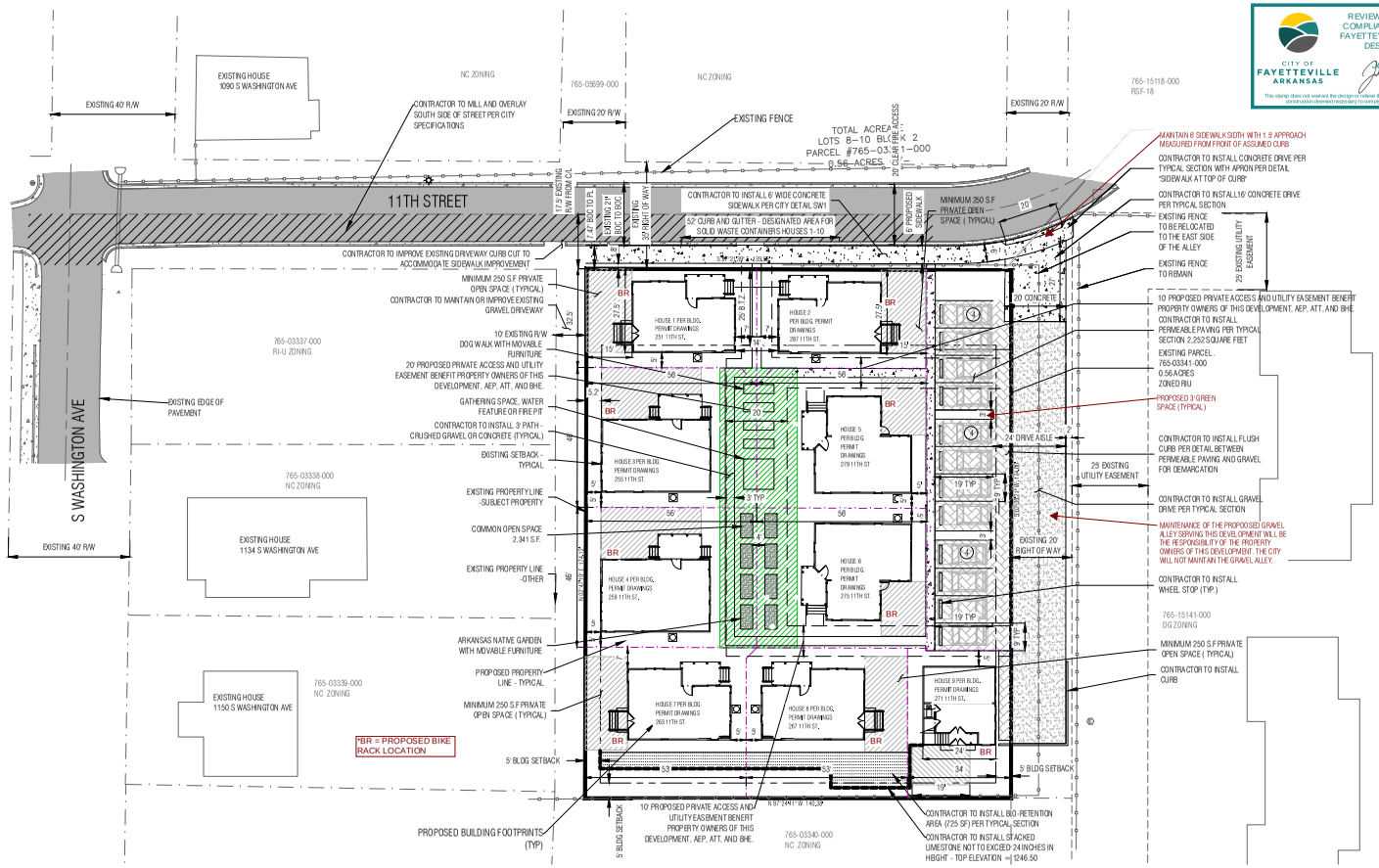
DRAWN BY & DATE	REVIEWED BY	SURVEYED BY
TPN/BDM 03/24/2020	TN & HM	RS
COUNTY & STATE: WASHINGTON COUNTY, ARKANSAS	JOB NUMBER: 20-1625	

LOCATION: 270 & 203 E. 12TH STREET, FAYETTEVILLE, ARKANSAS

FOR THE USE AND BENEFIT OF:
FAYETTEVILLE HOUSING AUTHORITY

Planning Commission
September 25, 2023
VAC-2023-0009 (FHA DEVELOPMENT)
Page 7 of 14


Fayetteville
ARKANSAS
WALKER PARK NEIGHBORHOOD
ILLUSTRATIVE MASTER PLAN
FAYETTEVILLE, ARKANSAS
SEPTEMBER 2007
Existing Building
Proposed Building
Existing Civic Building
Study Area Boundary
N
S



REVIEWED FOR MINIMUM COMPLIANCE WITH CITY OF FAYETTEVILLE ENGINEERING DESIGN CRITERIA
CITY OF FAYETTEVILLE ARKANSAS
Josh Boscaccio, PE 11/18/2022
This stamp does not warrant the design to relieve the owner from any items discovered during construction deemed necessary to comply with city ordinances and criteria.

community.by.design

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER BRIAN TEAGUE No. 12046
BRIAN TEAGUE 11/18/22

CERTIFICATE OF AUTHORIZATION COMMUNITY BY DESIGN, L.L.C. # 1504 ARKANSAS - ENGINEER

REVISION 0
Date
Date
Date
Date
Date
Date

11TH ST. CLUSTER HOUSING DEVELOPMENT GRADING PERMIT DRAWINGS

FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS
CITY PLAT PAGE 563

ISSUED FOR CONSTRUCTION

ENGINEER: BT
DRAWN BY: AH
DATE: 10/12/22

SCALE: 1"=20' (22"X34")

0 20 40
SCALE IN FEET

SITE PLAN

SHEET 2

PROPERTY LOCATION / ADDRESS

PARCEL #765-03341-000):
FAYETTEVILLE, ARKANSAS

OWNER INFORMATION

LAWRENCE FINN
11TH STREET COTTAGES LLC
170 E SOUTH STREET
FAYETTEVILLE, AR 72701

REPRESENTATIVE INFORMATION

BRIAN TEAGUE
COMMUNITY BY DESIGN LLC
1302 WEST CENTER STREET SUITE 300
FAYETTEVILLE, AR 72701
479-790-6775

BOUNDARY DESCRIPTIONS

SURVEY DESCRIPTION (PARCEL #765-03341-000):
LOTS 8, 9 & 10, BLOCK 2, BURL DODD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK A AT PAGE 219, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

ZONING, SETBACKS, MASTER STREET PLAN

PROPERTY ZONED:
RESIDENTIAL INTERMEDIATE URBAN (RIU)
MINIMUM BUILDING STREET FRONTAGE REQUIRED = 50 %
PROVIDED BUILDING STREET FRONTAGE = 50%

BUILDING SETBACKS:
FRONT SETBACK: 0'-25' BUILD TO ZONE
SIDE SETBACK: 5' FOR SINGLE AND TWO-FAMILY
SIDE SETBACK: 0' FOR THREE OR MORE
REAR SETBACK: 5'

FLOOD CERTIFICATION

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS. (FIRM PANEL #0514SC0220F. DATED 05/ 16/ 08)

ONSITE SOIL TYPES

LFC2, LINKER LOAM, 3 TO 8 PERCENT SLOPES, ERODED
SFB, SAVANNAH FINE SANDY LOAM, 1 TO 3 PERCENT SLOPES, ERODED

GENERAL NOTES

PROPOSED AREA WITH IMPERVIOUS SURFACE IS 8,960 SQUARE FEET OR 37% OF PROPERTY AREA

ALL GROUND AND WALL MOUNTED UTILITY EQUIPMENT IS TO BE SCREENED IF VISIBLE FROM PUBLIC STREET

COMMON AREA IN THE CENTER OF THE DEVELOPMENT SHALL REMAIN UNOBSTRUCTED FROM FENCING, TEMPORARY OR PERMANENT, TO ALLOW ACCESS TO THE RESIDENCES AT THE REAR OR SOUTH SIDE OF THE DEVELOPMENT.

ADJACENT PROPERTY OWNER

765-03337-000
MENDEZ, GUSTAVO JR
1902 S 17TH ST
ROGERS, AR 72758

765-03338-000
JAMES, MICHELE L
2688 E HYLAND PARK RD
FAYETTEVILLE, AR 72701

765-03339-000
WAGNER, DANIEL M & MELISSA A
1150 S WASHINGTON AVE
FAYETTEVILLE, AR 72701

765-05699-000
HORNBACK, JO ANNE REVOCABLE TRUST
1090 S WASHINGTON AVE
FAYETTEVILLE, AR 72701-6659
765-03340-000

STONE STREET RENTALS LLC
P.O. BOX 4662
FAYETTEVILLE, AR 72702

765-15141-000
HOUSING AUTHORITY OF CITY OF FAYETTEVILLE
1 N SCHOOL AVE
FAYETTEVILLE, AR 72701-5110

765-15118-000
HOMES AT WILLOW BEND LLC
245 NORTH CHURCH ST
FAYETTEVILLE, AR 7270

PARKING SUMMARY

	Number of Dwelling Units	Number of Bedrooms	Parking Requirement	Parking Required / Provided
HOUSE 1	1	2	1 per bedroom	2
HOUSE 2	1	2	1 per bedroom	2
HOUSE 3	1	1	1 per bedroom	1
HOUSE 4	1	1	1 per bedroom	1
HOUSE 5	1	2	1 per bedroom	2
HOUSE 6	1	2	1 per bedroom	2
HOUSE 7	1	2	1 per bedroom	2
HOUSE 8	1	2	1 per bedroom	2
HOUSE 9	1	1	1 per bedroom	1
Total Parking Required				15
10% REDUCTION / SUBSTITUTION OF BIKE RACKS FOR VEHICULAR PARKING				0.0
10% reduction/substitution of scooter parking for vehicular parking				0.0
15% reduction due to transit stop location within 1/4 mile				2.3
Total Parking Required After Reductions				**12.8**
Off-street parking provided				1
On-street parking 11TH				12
Total Parking Provided				**13**
Scooter Parking Required				0
Scooter Parking Provided				0
Bike Racks Required				9
Bike Racks Provided at Each House				9

COMMON OPEN SPACE SUMMARY

	Number of Dwelling Units	Square Footage Per House	Open Space Requirement (Square Feet)	Open Space Required / Provided (Square Feet)
Houses 1-9	9	less than 1,500 sf	250 Per House	
Total Open Space Required				2250
Total Open Space Provided				2341

LAND USE SUMMARY

	Use	Number of Bedrooms	Gross Floor Area (square feet)	Number of Residential Units	Site Area (acres)
HOUSE 1	Single-Family	2	LESS THAN 2500 SF	1	-
HOUSE 2	Single-Family	2	LESS THAN 2500 SF	1	-
HOUSE 3	Single-Family	1	LESS THAN 2500 SF	1	-
HOUSE 4	Single-Family	1	LESS THAN 2500 SF	1	-
HOUSE 5	Single-Family	2	LESS THAN 2500 SF	1	-
HOUSE 6	Single-Family	2	LESS THAN 2500 SF	1	-
HOUSE 7	Single-Family	2	LESS THAN 2500 SF	1	-
HOUSE 8	Single-Family	2	LESS THAN 2500 SF	1	-
HOUSE 9	Single-Family	1	LESS THAN 2500 SF	1	-
Totals	-	15	0	9	0.56
			Dwelling Units Per Acre =		16.07

STREET TABLE

	R/W	Street Width BOC-BOC	Sidewalk Width in R/W - Both Sides	Traffic Flow	On-Street Parking	Ownership
11th - Fire Access	35	21	6'	two - way	none	Public

VARIANCE 20-7072 WAS APPROVED BY PLANNING COMMISSION ON APRIL 27, 2020 FOR USE OF ALTERNATIVE STREET SECTION

VAC-2023-0009 (FHA DEVELOPMENT)
Submitted September 25, 2023
Page 9 of 14
Packet Pg. 1178 of 1514

FILED FOR RECORD

'95 FEB 8 AM 9 22

WASHINGTON CO AR

K. HARNESS

PIONEER Printed DEMOCRAT P & L CO LITTLE ROCK

FORM NO 826 CLASS 2 Rev 3/81

QUITCLAIM DEED

MARRIED PERSONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Maximino Wages and Elizabeth Wages, ~~XXX~~ _____, husband and wife, GRANTORS, for and in consideration of the sum of One & 00/100---------- DOLLARS, ($ 1.00) in hand paid by Christopher Adams, Dodie Adams, Larry G. Davis, and Peggy L. Davis, as joint tenants with right of survivorship GRANTEE , the receipt of which is hereby acknowledged, do hereby grant, convey, sell and quitclaim unto the said GRANTEES , and unto their heirs, and assigns forever, all our right, title, interest and claim in and to the following lands lying in Washington County, Arkansas

A ten (10) foot Alley which lies East of Lots Numbered 4 and 5, and West of Lots Numbered 6 and 7, and a Twenty (20.0) Foot Closed Street, know as Willow Avenue, which lies East of Lots Numbered 6 and 7, all in Block Two (2) in Berl Dodd Addition to the City of Fayetteville, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

RETURN TO:
HERITAGE TITLE & CLOSING CO.
1747 N. COLLEGE
FAYETTEVILLE, AR 72703

To have and to hold the same unto the said GRANTEES , and unto their heirs and assigns forever, with all appurtenances thereunto belonging

~~N2330070~~

And we, the GRANTORS, _____

for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEES , and unto their heirs and assigns, all our rights and possibility of dower, curtesy and homestead in and to the said lands.

WITNESS our hands and seal on this 3rd day of February 19 95

Maximino Wages

Elizabeth Wages

95006663

OR 2543

ACKNOWLEDGMENT

STATE OF ARKANSAS }
County of Washington } ss.

On this day, personally appeared before me Maximuno Wages
and Elizabeth Wages known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal this 3rd day of February, 19 95.

My commission expires:

5/21/02

(SEAL)

Notary Public.

STATE OF ARKANSAS, }
County of ... } ss.

CERTIFICATE OF RECORD

I, ..., Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the ... day of ... A D 19 ..., at ... o'clock ... M., and the same is now duly recorded, with the acknowledgment and certificates thereon, in "Record Book ...," Page ...

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this ... day of ..., 19 ...

Circuit Clerk and Ex-Officio Recorder

By ..., D.C.

95006664

QUITCLAIM DEED

Married Persons

and

to

, his wife

Filed for record this ... day of ..., 19 ..., at ... o'clock ... M.

Clerk

By ..., D.C.

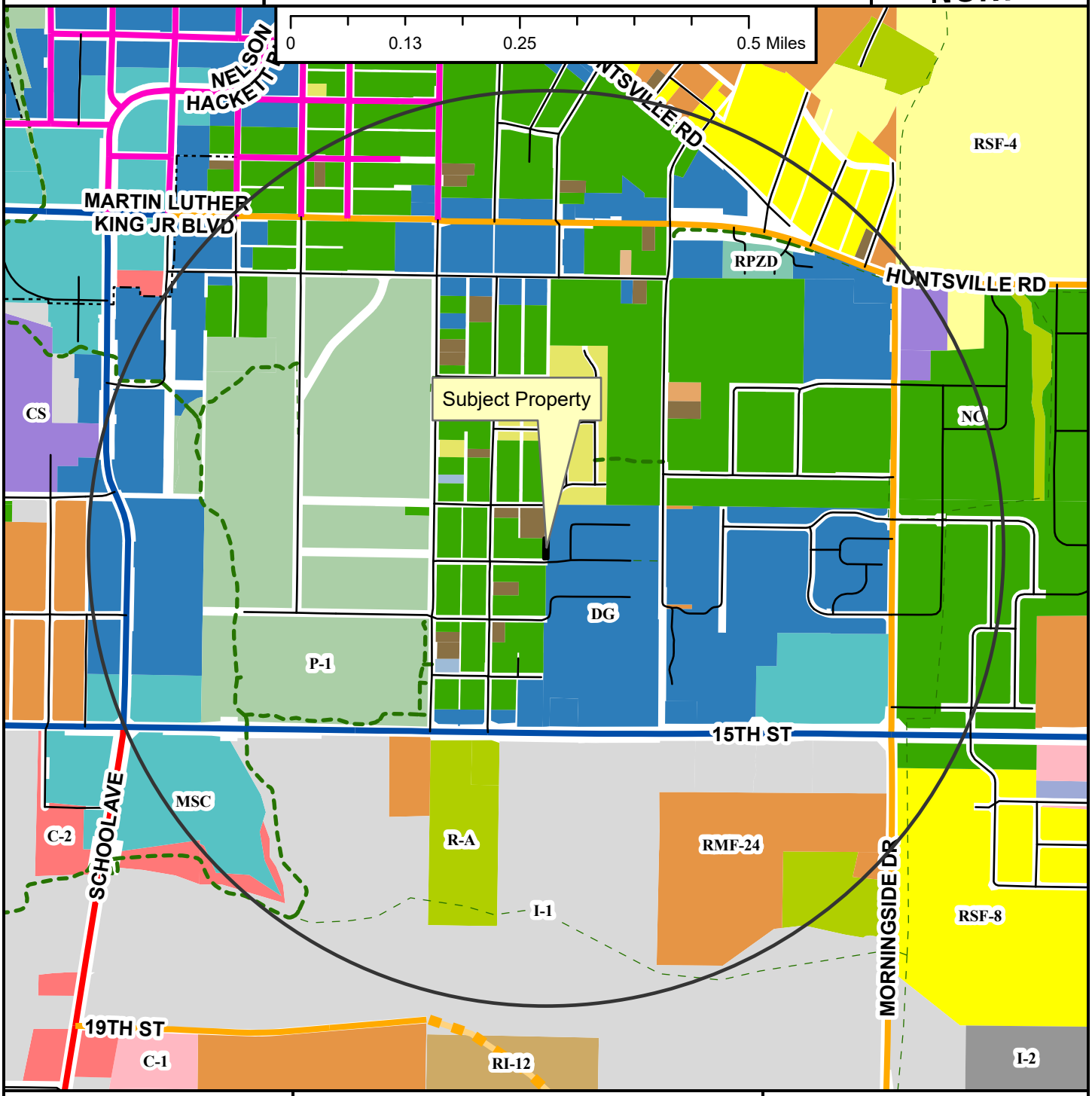
NOTE: A wise man will have his deed recorded

VAC-2023-0009

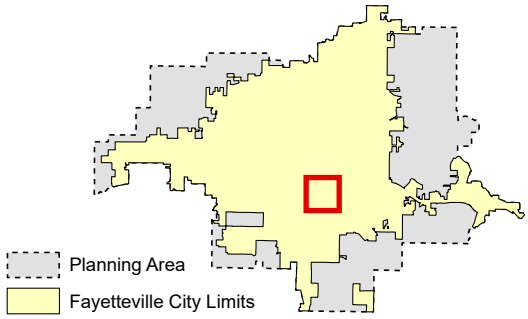
One Mile View

280 E 12TH ST

NORTH



- 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



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

VAC-2023-0009

Close Up View

280 E 12TH ST



- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

- RSF-18
- RI-U
- RMF-24
- Downtown General
- Neighborhood Services - Ltd.
- Neighborhood Conservation
- P-1

VAC-2023-0009

Current Land Use

280 E 12TH ST

NORTH



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

UTILITY APPROVAL FORM

FOR ALLEY OR STREET RIGHT OF WAY VACATIONS

DATE: 8/22/23

UTILITY COMPANY: _____ Realtor

APPLICANT NAME: FHAD INC APPLICANT PHONE: 479 650 4975
479-582-1445
Board member

REQUESTED VACATION (***applicant must check all that apply***):

☐ Utility Easement

☑ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☑ Alley

☑ Street right-of-way

I have been notified of the petition to vacate the following (*alley/street right-of-way*), described as follows:

General location / Address East portion of 280 E. 12th St
Fayetteville, AR 72701

☐ ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above, and no comments.

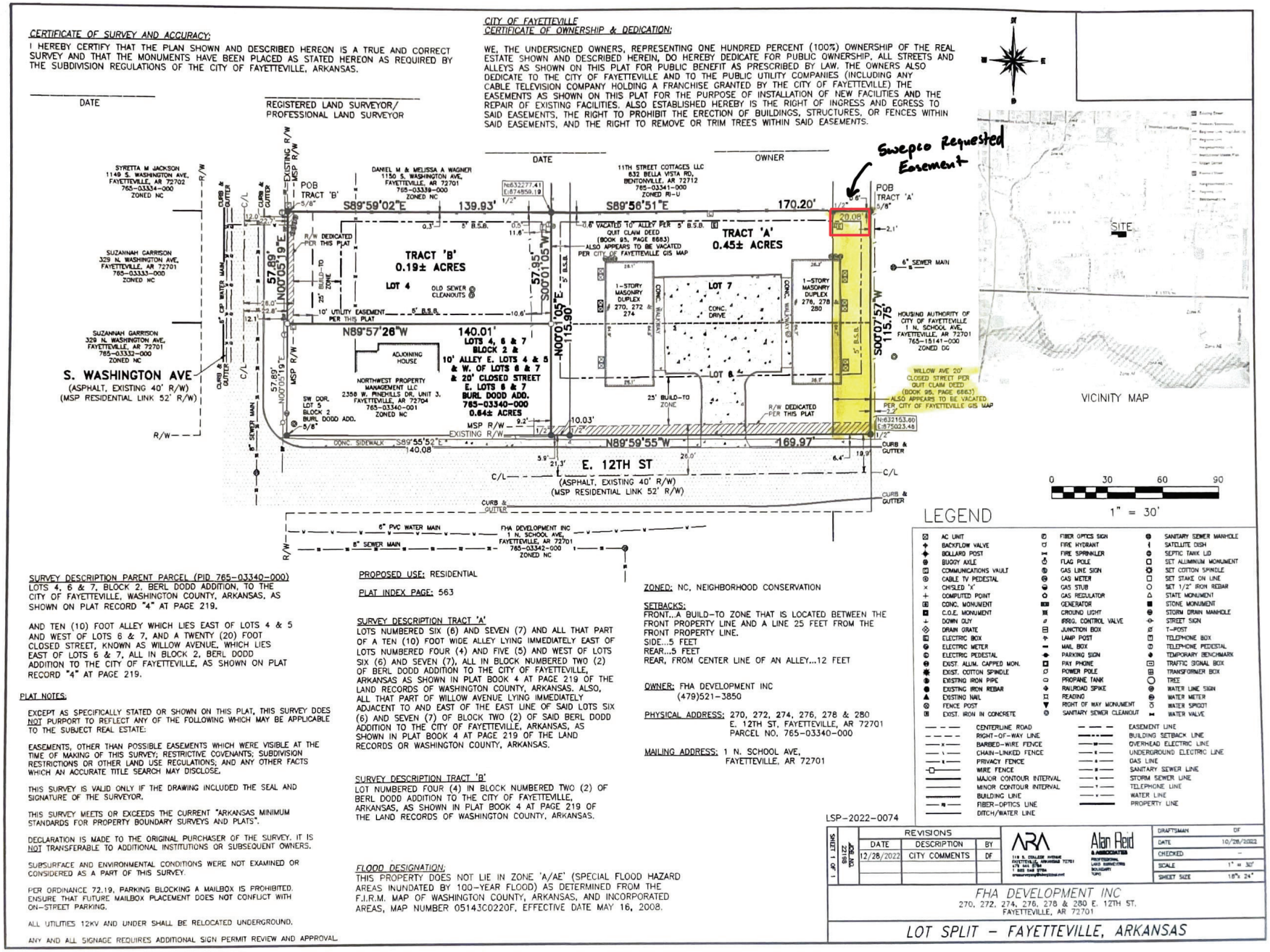
☒ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

See attached survey

☐ No objections provided the following conditions are met:

Hayden Merritt
Signature of Utility Company Representative

Distribution Engineer
Title


CERTIFICATE OF SURVEY AND ACCURACY:
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.
DATE
REGISTERED LAND SURVEYOR/ PROFESSIONAL LAND SURVEYOR
CITY OF FAYETTEVILLE
CERTIFICATE OF OWNERSHIP & DEDICATION:
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.
DATE
OWNER
Swepco Requested Easement
SYRETTA M JACKSON 1149 S. WASHINGTON AVE. FAYETTEVILLE, AR 72702 765-03334-000 ZONED NC
DANIEL M & MELISSA A WAGNER 1150 S. WASHINGTON AVE. FAYETTEVILLE, AR 72701 765-03339-000 ZONED NC
11TH STREET COTTAGES LLC 832 BELLA VISTA RD. BENTONVILLE, AR 72712 765-03341-000 ZONED RI-U
SUZANNAH GARRISON 329 N. WASHINGTON AVE. FAYETTEVILLE, AR 72701 765-03333-000 ZONED NC
SUZANNAH GARRISON 329 N. WASHINGTON AVE. FAYETTEVILLE, AR 72701 765-03332-000 ZONED NC
S. WASHINGTON AVE
(ASPHALT, EXISTING 40' R/W)
(MSP RESIDENTIAL LINK 52' R/W)
POB TRACT 'B' 5/8"
S89°59'02"E 139.93'
POB TRACT 'A' 5/8"
S89°56'51"E 170.20'
TRACT 'B' 0.19± ACRES
TRACT 'A' 0.45± ACRES
LOT 4
LOT 7
LOT 6
OLD SEWER CLEANOUTS
1-STORY MASONRY DUPLEX 270, 272 274
1-STORY MASONRY DUPLEX 276, 278 280
CONC. DRIVE
CONC. SIDEWALK
ADJOINING HOUSE
NORTHWEST PROPERTY MANAGEMENT LLC 2358 W. PINEHILLS DR. UNIT 3. FAYETTEVILLE, AR 72704 765-03340-001 ZONED NC
SW COR. LOT 5 BLOCK 2 BERL DODD ADD. 5/8"
N89°57'26"W 140.01'
LOTS 4, 6 & 7 BLOCK 2 & 10' ALLEY E. LOTS 4 & 5 & W. OF LOTS 6 & 7 & 20' CLOSED STREET E. LOTS 6 & 7 BERL DODD ADD. 765-03340-000 0.64± ACRES
N89°59'55"W 169.97'
N89°55'52"E 140.08'
N00°05'19"E 57.89'
S00°01'05"W 57.85'
N00°07'05"E 115.90'
S00°07'57"W 115.75'
10' UTILITY EASEMENT PER THIS PLAT
R/W DEDICATED PER THIS PLAT
25' BUILD-TO ZONE
MSP R/W
EXISTING R/W
E. 12TH ST
(ASPHALT, EXISTING 40' R/W)
(MSP RESIDENTIAL LINK 52' R/W)
11.8' VACATED 10' ALLEY PER QUIT CLAIM DEED (BOOK 95, PAGE 6883) ALSO APPEARS TO BE VACATED PER CITY OF FAYETTEVILLE GIS MAP
WILLOW AVE 20' CLOSED STREET PER QUIT CLAIM DEED (BOOK 95, PAGE 6883) ALSO APPEARS TO BE VACATED PER CITY OF FAYETTEVILLE GIS MAP
HOUSING AUTHORITY OF CITY OF FAYETTEVILLE 1 N. SCHOOL AVE. FAYETTEVILLE, AR 72701 765-15141-000 ZONED DG
FHA DEVELOPMENT INC 1 N. SCHOOL AVE. FAYETTEVILLE, AR 72701 765-03342-000 ZONED NC
6" PVC WATER MAIN
8" SEWER MAIN
6" SEWER MAIN
8" CIP WATER MAIN
5" SEWER MAIN
CURB & GUTTER
C/L
R/W
N:632277.41 E:674859.19
N:632163.80 E:675023.48
SITE
VICINITY MAP
0 30 60 90
1" = 30'
LEGEND
AC UNIT
BACKFLOW VALVE
BOLLARD POST
BUGGY AXLE
COMMUNICATIONS VAULT
CABLE TV PEDESTAL
CHISLED 'X'
COMPUTED POINT
CONC. MONUMENT
C.O.E. MONUMENT
DOWN GUY
DRAIN GRATE
ELECTRIC BOX
ELECTRIC METER
ELECTRIC PEDESTAL
EXIST. ALUM. CAPPED MON.
EXIST. COTTON SPINDLE
EXISTING IRON PIPE
EXISTING IRON REBAR
EXISTING NAIL
FENCE POST
EXIST. IRON IN CONCRETE
FIBER OPTICS SIGN
FIRE HYDRANT
FIRE SPRINKLER
FLAG POLE
GAS LINE SIGN
GAS METER
GAS STUB
GAS REGULATOR
GENERATOR
GROUND LIGHT
IRRIG. CONTROL VALVE
JUNCTION BOX
LAMP POST
MAIL BOX
PARKING SIGN
PAY PHONE
POWER POLE
PROPANE TANK
RAILROAD SPIKE
READING
RIGHT OF WAY MONUMENT
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SATELLITE DISH
SEPTIC TANK LID
SET ALUMINUM MONUMENT
SET COTTON SPINDLE
SET STAKE ON LINE
SET 1/2" IRON REBAR
STATE MONUMENT
STONE MONUMENT
STORM DRAIN MANHOLE
STREET SIGN
T-POST
TELEPHONE BOX
TELEPHONE PEDESTAL
TEMPORARY BENCHMARK
TRAFFIC SIGNAL BOX
TRANSFORMER BOX
TREE
WATER LINE SIGN
WATER METER
WATER SPIGOT
WATER VALVE
CENTERLINE ROAD
RIGHT-OF-WAY LINE
BARBED-WIRE FENCE
CHAIN-LINKED FENCE
PRIVACY FENCE
WIRE FENCE
MAJOR CONTOUR INTERVAL
MINOR CONTOUR INTERVAL
BUILDING LINE
FIBER-OPTICS LINE
DITCH/WATER LINE
EASEMENT LINE
BUILDING SETBACK LINE
OVERHEAD ELECTRIC LINE
UNDERGROUND ELECTRIC LINE
GAS LINE
SANITARY SEWER LINE
STORM SEWER LINE
TELEPHONE LINE
WATER LINE
PROPERTY LINE
SURVEY DESCRIPTION PARENT PARCEL (PID 765-03340-000)
LOTS 4, 6 & 7, BLOCK 2, BERL DODD ADDITION, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "4" AT PAGE 219.
AND TEN (10) FOOT ALLEY WHICH LIES EAST OF LOTS 4 & 5 AND WEST OF LOTS 6 & 7, AND A TWENTY (20) FOOT CLOSED STREET, KNOWN AS WILLOW AVENUE, WHICH LIES EAST OF LOTS 6 & 7, ALL IN BLOCK 2, BERL DODD ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT RECORD "4" AT PAGE 219.
PLAT NOTES:
EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDED THE SEAL AND SIGNATURE OF THE SURVEYOR.
THIS SURVEY MEETS OR EXCEEDS THE CURRENT "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS".
DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
PER ORDINANCE 72.19, PARKING BLOCKING A MAILBOX IS PROHIBITED. ENSURE THAT FUTURE MAILBOX PLACEMENT DOES NOT CONFLICT WITH ON-STREET PARKING.
ALL UTILITIES 12KV AND UNDER SHALL BE RELOCATED UNDERGROUND.
ANY AND ALL SIGNAGE REQUIRES ADDITIONAL SIGN PERMIT REVIEW AND APPROVAL.
PROPOSED USE: RESIDENTIAL
PLAT INDEX PAGE: 563
SURVEY DESCRIPTION TRACT 'A'
LOTS NUMBERED SIX (6) AND SEVEN (7) AND ALL THAT PART OF A TEN (10) FOOT WIDE ALLEY LYING IMMEDIATELY EAST OF LOTS NUMBERED FOUR (4) AND FIVE (5) AND WEST OF LOTS SIX (6) AND SEVEN (7), ALL IN BLOCK NUMBERED TWO (2) OF BERL DODD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS SHOWN IN PLAT BOOK 4 AT PAGE 219 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS. ALSO, ALL THAT PART OF WILLOW AVENUE LYING IMMEDIATELY ADJACENT TO AND EAST OF THE EAST LINE OF SAID LOTS SIX (6) AND SEVEN (7) OF BLOCK TWO (2) OF SAID BERL DODD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN IN PLAT BOOK 4 AT PAGE 219 OF THE LAND RECORDS OR WASHINGTON COUNTY, ARKANSAS.
SURVEY DESCRIPTION TRACT 'B'
LOT NUMBERED FOUR (4) IN BLOCK NUMBERED TWO (2) OF BERL DODD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN IN PLAT BOOK 4 AT PAGE 219 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS.
FLOOD DESIGNATION:
THIS PROPERTY DOES NOT LIE IN ZONE 'A/AE' (SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD) AS DETERMINED FROM THE F.I.R.M. MAP OF WASHINGTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP NUMBER 05143C0220F, EFFECTIVE DATE MAY 16, 2008.
ZONED: NC, NEIGHBORHOOD CONSERVATION
SETBACKS:
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
OWNER: FHA DEVELOPMENT INC (479)521-3850
PHYSICAL ADDRESS: 270, 272, 274, 276, 278 & 280 E. 12TH ST, FAYETTEVILLE, AR 72701 PARCEL NO. 765-03340-000
MAILING ADDRESS: 1 N. SCHOOL AVE, FAYETTEVILLE, AR 72701
LSP-2022-0074
REVISIONS
DATE 12/28/2022
DESCRIPTION CITY COMMENTS
BY DF
SHEET 1 OF 1
ZONE NC
ARA
Alan Reid & ASSOCIATES
DRAFTSMAN DF
DATE 10/28/2022
CHECKED -
SCALE 1" = 30'
SHEET SIZE 18"x 24"
FHA DEVELOPMENT INC
270, 272, 274, 276, 278 & 280 E. 12TH ST.
FAYETTEVILLE, AR 72701
LOT SPLIT - FAYETTEVILLE, ARKANSAS

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1138

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

DATE:

SUBJECT: **RZN-2023-0025: Rezoning (524 S. WILLOW AVE./BWB WILLOW LLC, 524): Submitted by BUILDERS LAND CAPITAL for property located at 524 S. WILLOW AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.22 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.**

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

BACKGROUND:
The subject property is located in south Fayetteville, one lot north of Martin Luther King Jr. Boulevard on the east side of Willow Avenue. The property contains approximately 0.22 acres and is currently developed with a 1,344-square-foot, single-family dwelling which Washington County records indicate was built in 1930. Prior to 2008, the subject property and most others in the immediate vicinity were zoned RMF-24, Residential Multi-Family, 24 Units per Acre. With the adoption of the Walker Park Neighborhood Master Plan that year, the property was rezoned to NC, Neighborhood Conservation.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to DG, Downtown General.

Public Comment: Staff received no public comment prior to the Planning Commission. A community member spoke at the public hearing with comments summarized within the meeting discussion below.

Land Use Compatibility: Staff finds the proposed rezoning from NC to DG to be generally compatible with existing land use and zoning patterns in the surrounding area. Downtown General would allow for residential development and lot sizes that are commonly found nearby, as well as some nonresidential uses which may be suitable at this location given the property's proximity to Martin Luther King Jr. Boulevard and other nonresidential uses. Where NC zoning allows for by-right development of single-family dwellings at a density of 10 units per acre, a rezoning to DG would allow for the development of multi-family dwellings with density informed by building height allowance and development standards. With regard to bulk and area regulations, NC currently allows for the creation of lots with a width of 40 feet and an area of 4,000 square feet, while DG

would allow for the creation of lots with a width of 18 feet without limitation to lot area. When taking the size of the property into consideration, which totals less than a quarter of an acre, staff finds that a rezoning to DG is not likely to result in development of a scale or type that is incompatible with the surrounding area.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. While a similar rezoning mid-block could be considered incompatible, staff finds the requested rezoning to be appropriate since it has the potential to result in increased housing or services near a dense residential area and existing nonresidential uses. Staff also finds the requested rezoning to be generally aligned with Goal 1 of City Plan 2040 since it would encourage infill in an area that has a moderate infill score ranging between 8 and 9.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range between 8 and 9 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 (six-inch main, Willow Avenue)
- Near Water Main (six-inch main, Willow Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (Walker Park Trail, Razorback Greenway)
- Near ORT Bus Stop (Route 10, Route 20 East)
- Near Razorback Bus Stop (Route 13)
- Within Master Plan Area (Walker Park Neighborhood)
- Sufficient Intersection Density

DISCUSSION:
At the September 26, 2023 Planning Commission meeting, a vote of 5-2-1 forwarded the request to City Council with a recommendation of approval. Commissioner Sparkman made the motion and Commissioner Payne seconded it. Commissioners Madden and Garlock voted against the request and Commissioner Brink recused. Commissioners opposed to the request expressed concerns about the rezoning resulting in increased traffic and building heights. Commissioners in favor of the request found the rezoning to be appropriate given the presence of DG zoning nearby, and given its potential to result in a greater variety of residential and nonresidential uses. One member of the public spoke against the item at the meeting, expressing concerns about the proposed rezoning impacting the character of the surrounding neighborhood.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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

File #: 2023-1138

RZN-2023-0025: Rezoning (524 S. WILLOW AVE./BWB WILLOW LLC, 524): Submitted by BUILDERS LAND CAPITAL for property located at 524 S. WILLOW AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.22 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-025 FOR APPROXIMATELY 0.22 ACRES LOCATED AT 524 SOUTH WILLOW AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to DG, Downtown General.

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

City of Fayetteville Staff Review Form

2023-1138

Item ID

10/17/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	9/29/2023	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2023-0025: Rezoning (524 S. WILLOW AVE./BWB WILLOW LLC, 524): Submitted by BUILDERS LAND CAPITAL for property located at 524 S. WILLOW AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.22 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

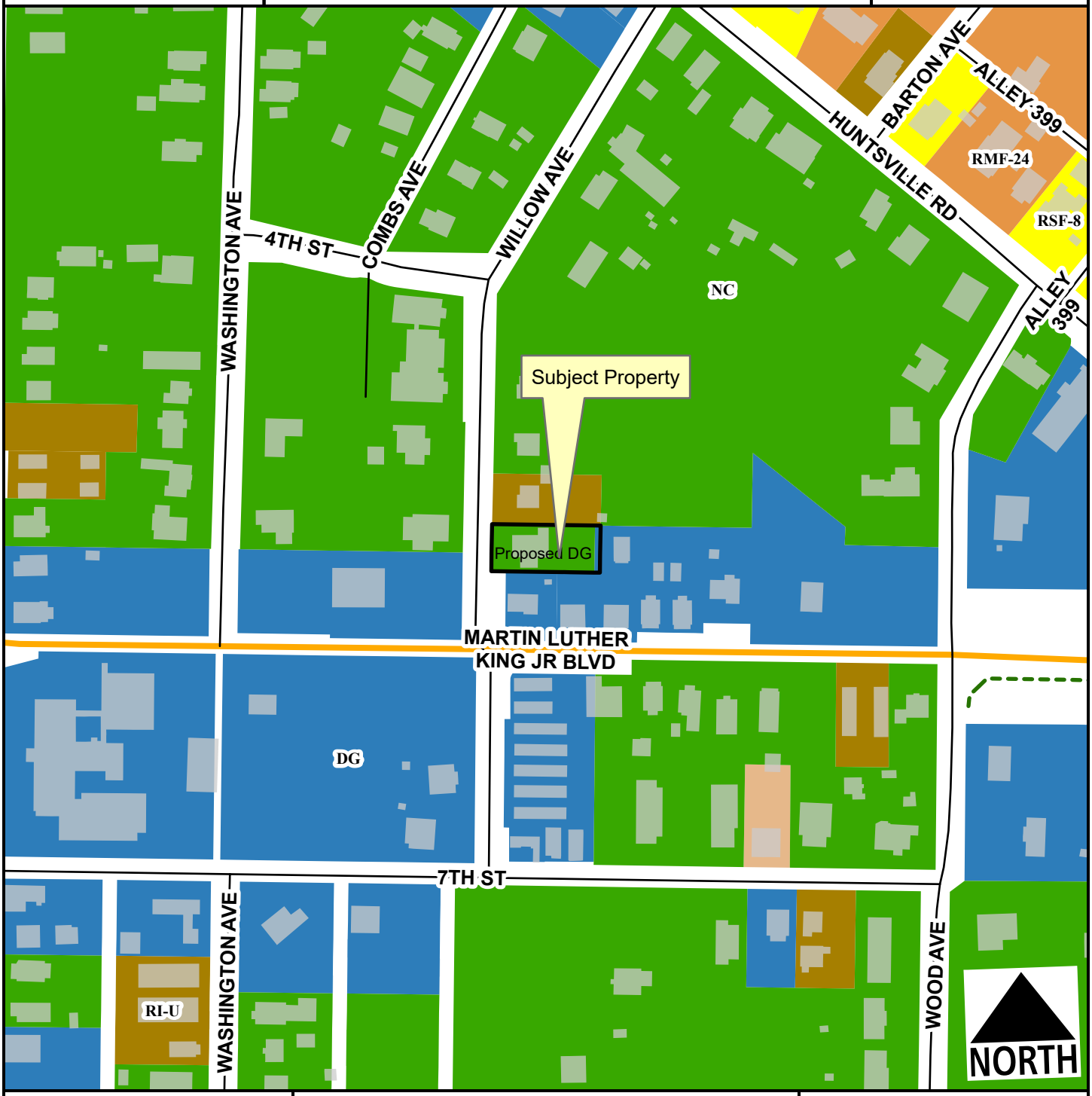
Comments:

RZN-2023-0025

Close Up View

524 S. WILLOW AVE

RZN-2023-0025
EXHIBIT 'A'



- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
DG	0.0	0.2
NC	0.2	0.0

Total 0.2 ac

Legal Description: A part of the Southwest Quarter of the Southwest Quarter of Section 15 in Township 16 North of Range 30 West, described as follows: Beginning 473.5 feet West and 419.8 feet North of the Southeast corner of said forty acre tract, and running thence West 150 feet; thence North 65 feet; thence East 150 feet; thence South 65 feet to the place of beginning, situated in the City of Fayetteville, Washington County, Arkansas.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: September 25, 2023 (updated with results)

SUBJECT: **RZN-2023-0025: Rezoning (524 S. WILLOW AVE./BWB WILLOW LLC, 524):** Submitted by BUILDERS LAND CAPITAL for property located at 524 S. WILLOW AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.22 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0025** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0025** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located in south Fayetteville, one lot north of Martin Luther King Jr. Boulevard on the east side of Willow Avenue. The property contains approximately 0.22 acres and is currently developed with a 1,344-square-foot, single-family dwelling which Washington County records indicate was built in 1930. Prior to 2008, the subject property and most others in the immediate vicinity were zoned RMF-24, Residential Multi-Family, 24 Units per Acre. With the adoption of the Walker Park Neighborhood Master Plan that year, the property was rezoned to NC, Neighborhood Conservation. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RI-U, Residential Intermediate-Urban
South	Single-Family Residential; Two-Family Residential	DG, Downtown General
East	Single-Family Residential	DG, Downtown General
West	Single-Family Residential; Undeveloped	NC, Neighborhood Conservation; DG, Downtown General

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to DG, Downtown General.

Public Comment: Staff has not received any public comment regarding this request.

INFRASTRUCTURE:

Streets: The subject property has frontage along Willow Avenue, a partially improved Residential Link street with asphalt paving, curb, and gutter. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing six-inch water main is present on the west side of Willow Avenue.

Sewer: Sanitary sewer is available to the subject property. An existing six-inch sewer main is present in the center of Willow Avenue.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams are present. The property does, however, contain hydric soils. 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. Any improvements or requirements for drainage would be determined at the time of development submittal.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.9 miles from the fire station with an anticipated drive time of approximately three 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 one 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 six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

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

Tree Preservation:

The proposed zoning district of DG, Downtown General requires **10% minimum canopy preservation.** The current zoning district of NC, Neighborhood Conservation requires **20% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **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 range of **8-9** for this site with a weighted score of **11** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (six-inch main, Willow Avenue)
- Near Water Main (six-inch main, Willow Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (Walker Park Trail, Razorback Greenway)
- Near ORT Bus Stop (Route 10, Route 20 East)
- Near Razorback Bus Stop (Route 13)
- Within Master Plan Area (Walker Park Neighborhood)
- Sufficient Intersection Density

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the proposed rezoning from NC to DG to be generally compatible with existing land use and zoning patterns in the surrounding area. Downtown General would allow for residential development and lot sizes that are commonly found nearby, as well as some nonresidential uses which may be suitable at this location given the property's proximity to Martin Luther King Jr. Boulevard and other nonresidential uses. Where NC zoning allows for by-right development of single-family dwellings at a density of 10 units per acre, a rezoning to DG would allow for the development of multi-family dwellings without limitation to density. With regard to bulk and area regulations, NC currently allows for the creation of lots with a width of 40 feet and an area of 4,000 square feet, while DG would allow for the creation of lots with a width of 18 feet without limitation to lot area. When taking the size of the property into consideration, which totals less than a quarter of an acre, staff finds that a rezoning to DG is not likely to result in development of a scale or type that is incompatible with the surrounding area.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. While a similar rezoning mid-block could be considered incompatible, staff finds the requested rezoning to be appropriate since it has the potential to result in increased housing or services near a dense residential area and existing nonresidential uses. Staff also finds the requested rezoning to be generally aligned with Goal 1 of City**

Plan 2040 since it would encourage infill in an area that has a moderate infill score ranging between 8 and 9.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that rezoning the subject property from NC to DG is justified since it would encourage the development of contextually-sensitive residential and nonresidential uses near downtown Fayetteville where services, amenities, and residential areas are at their greatest concentration.**

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

Finding: **A rezoning from NC to DG has the potential to increase traffic at this location when considering that DG would allow for development that is greater in density and intensity that the existing NC zoning. Nevertheless, staff finds that a rezoning is not likely to create or appreciably increase traffic danger or congestion given the small size of the lot and its limited access onto Willow Avenue.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets, water, and sewer, and any necessary upgrades to existing infrastructure would be determined at the time of development review. 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-2023-0025 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: September 25, 2023	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval	❒ **Denied**
Motion: Sparkman			
Second: Payne			
Vote: 5-2-1			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.28 Downtown General
  - §161.29 Neighborhood Conservation
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15>; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6211 , §1, 8-6-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Rezoning Request

August 16, 2023

Fayetteville Development Services
c/o Ms. Masters
125 W. Mountain St.
Fayetteville, AR 72701

RE: Request to Rezone to DG (Downtown General)

Ms. Masters,

On behalf of my client, BWB Willow LLC, I am requesting a rezone to the property located at **524 S. Willow Ave., Fayetteville AR 72701** from NC (Neighborhood Conservation) to DG (Downtown General). At this time, my clients do not have any development plans to accompany this request.

Compatibility: As shown the property is bordered to the East and South by properties currently zoned DG and does not appear to be incompatible with those properties.

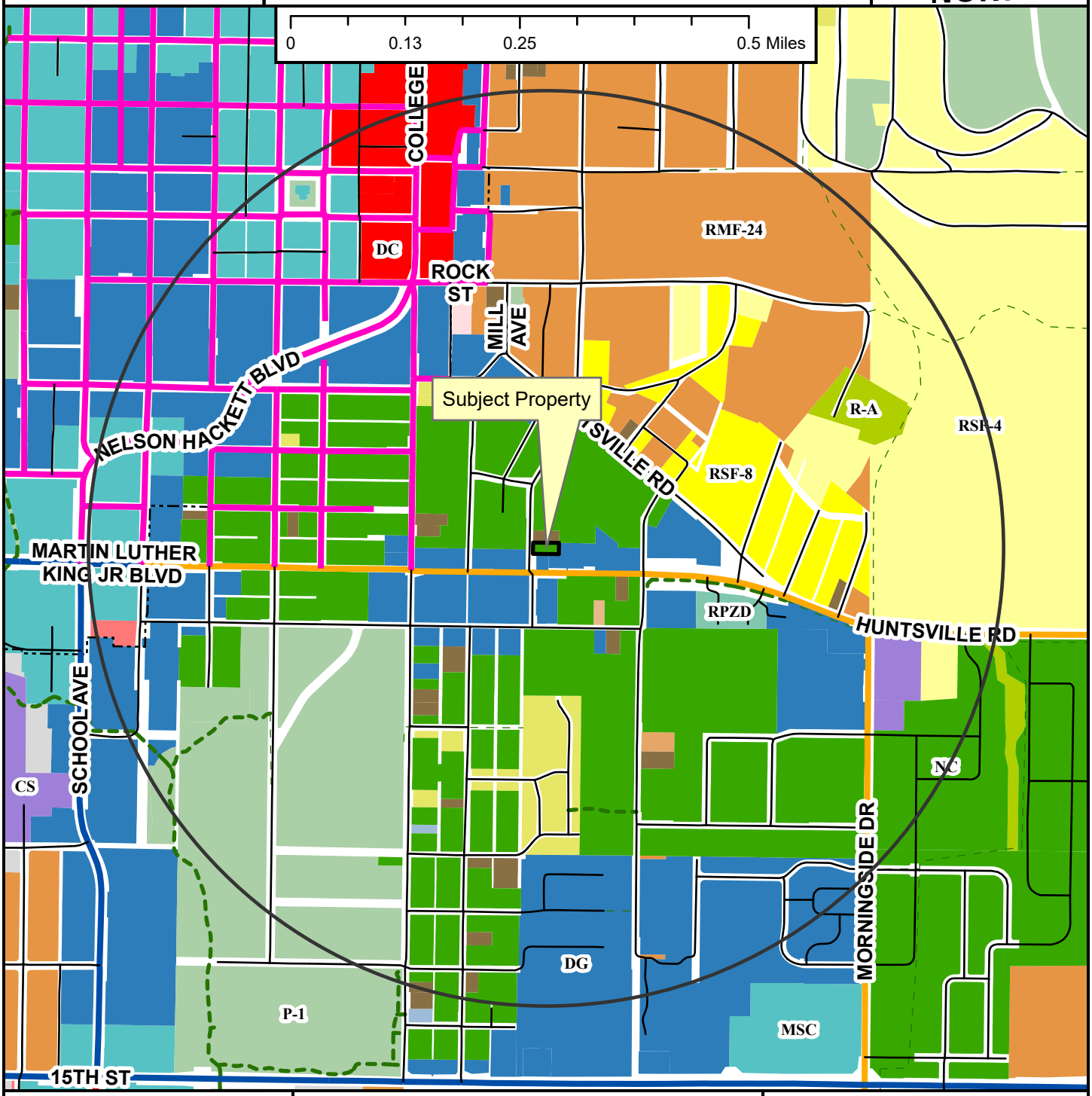
Legal Description: A part of the Southwest Quarter of the Southwest Quarter of Section 15 in Township 16 North of Range 30 West, described as follows: Beginning 473.5 feet West and 419.8 feet North of the Southeast corner of said forty acre tract, and running thence West 150 feet; thence North 65 feet; thence East 150 feet; thence South 65 feet to the place of beginning, situated in the City of Fayetteville, Washington County, Arkansas.

RZN-2023-0025

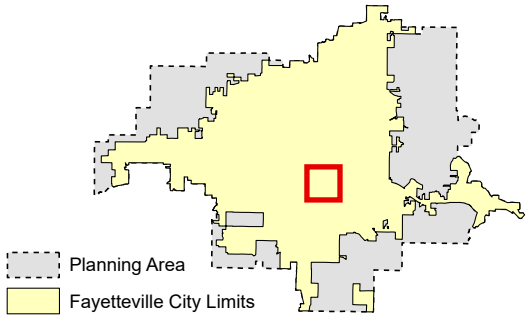
One Mile View

524 S. WILLOW AVE

NORTH



- Regional Link
- 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



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

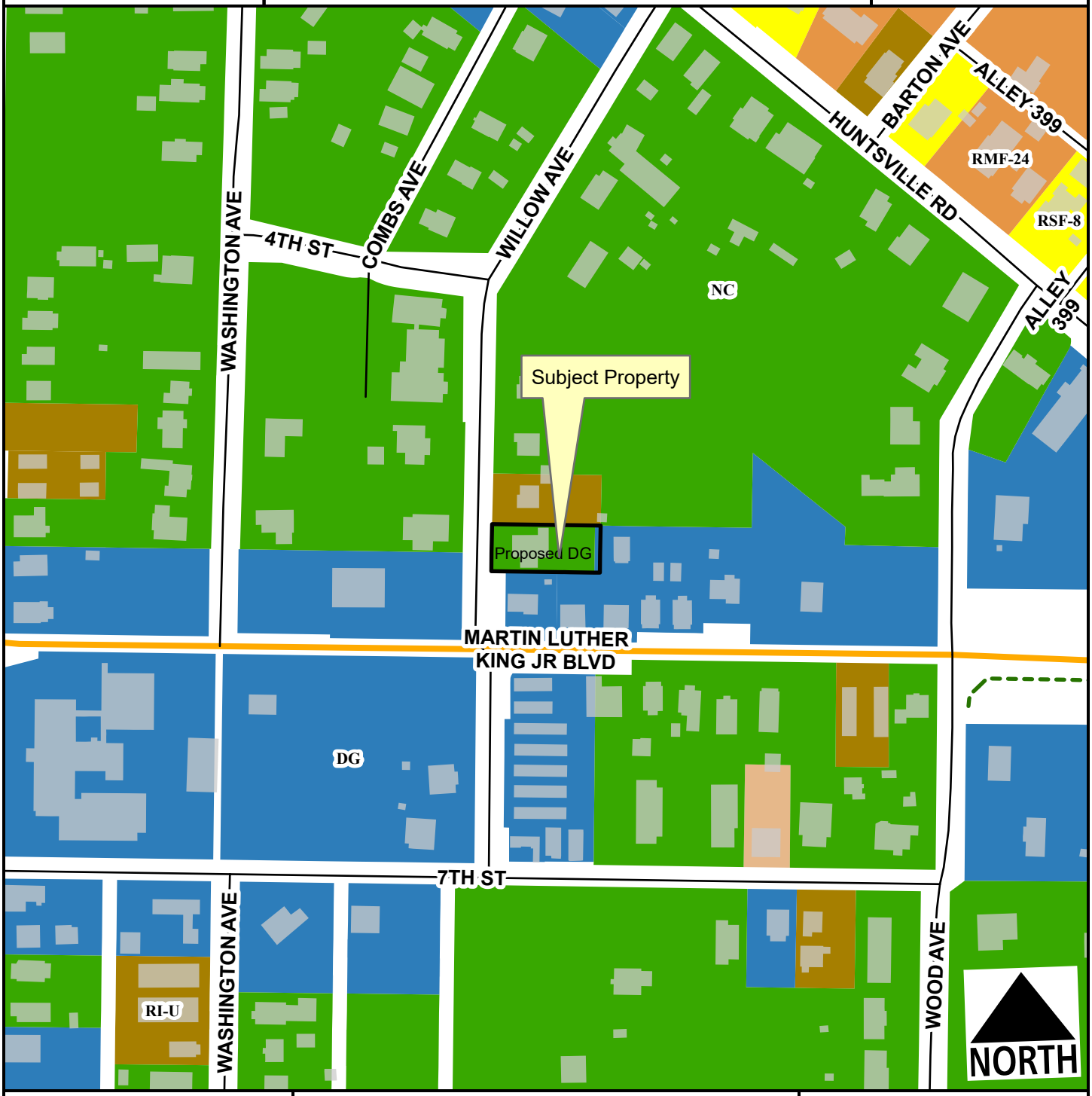
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2023-0025

Close Up View

524 S. WILLOW AVE



- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
DG	0.0	0.2
NC	0.2	0.0

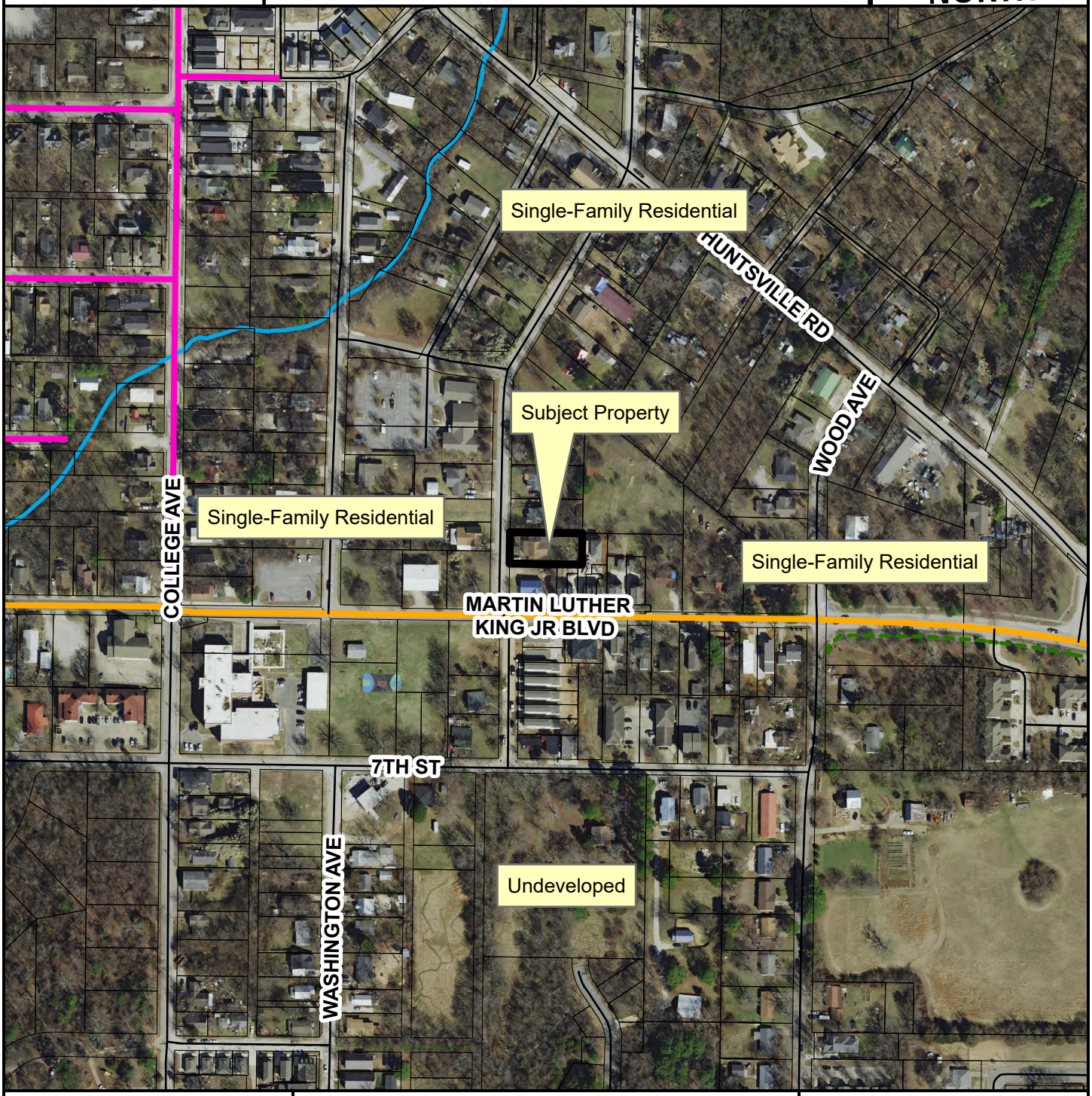
Total 0.2 ac

RZN-2023-0025

Current Land Use

524 S. WILLOW AVE

NORTH



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN-2023-0025

Future Land Use

524 S. WILLOW AVE



Neighborhood Link
Urban Center
Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

0 145 290 580 870 1,160

1:4,800

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1132

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **APPEAL OF CUP-2023-0096: Conditional Use Permit (426 N. OLIVER AVE/HOGTAILING HOLDINGS LLC, 482): Submitted by SEAN VOLLENDORF for property located at 426 N. OLIVER AVE in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to use the residence as a short-term rental.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend denial of a request for a conditional use permit for a short-term rental as described and shown below.

BACKGROUND:
The subject property is located in central Fayetteville approximately 200 feet west of Razorback Stadium. The property is zoned RSF-4 and is not part of any zoning overlays. It totals approximately 0.40 acres and has been developed with a 2,502 square foot, four-bedroom single-family structure and a 688 square foot, one-bedroom accessory dwelling unit (ADU), both constructed in 1969.

Request: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Findings: Staff finds that granting the requested conditional use is likely to negatively impact the public interest. Staff finds there is inadequate parking capacity to support the use of the property for both the main dwelling and the ADU as short-term rentals, both of which have short-term rental business licenses currently under review. The main dwelling has a carport that could hold two vehicles and a property may park four vehicles outside per ordinance. The ADU may host a maximum of 4 guests (one bedroom) and the main dwelling may host a maximum of ten guests (four bedrooms), for a maximum of 14 allowed guests for both structures per ordinance. N. Oliver Ave. is signed as a “No Parking” street. City business license records indicate one (1) other unit within a quarter-mile radius of the property has an active Type 2 short-term rental business license.

Additionally, multiple code cases have been opened for the subject property. A Type 2 short-term rental application was requested by the current property owner on July 30, 2021. Multiple stages of the process were

completed, including a life safety inspection and planning review; however, the business license was denied on July 21, 2022 due to incomplete information. Initial zoning violations were opened on April 27 and May 1, 2023 for operating the main structure and ADU without a business license and a notice of violation was sent to the applicant with instructions to cease operations until a business license was received. A duplicate zoning violation was issued on August 7, 2023 for continuing to operate the short-term rentals in violation of the ordinance and the applicant confirmed that the listings were taken down on August 7, 2023 in an email to staff the following day.

DISCUSSION:
At the September 11, 2023 Planning Commission meeting, several motions were made after extensive discussion. Commissioner Garlock made a motion to approve the request; however, the motion died for lack of a second. Commissioner Winston then made a motion to table the request to the following meeting, citing a desire to get additional information regarding the proposed ADU short-term rental. Commissioner Garlock seconded. This motion failed 1-7-0. A final motion was made by Commissioner Winston and seconded by Commissioner Payne to approve the request, which failed on a 4-4-0 vote. Three people from the applicant's team spoke. One cited their long-term residency at the home prior to moving away. A second discussed the initial business license denial and efforts to get into compliance since the violation notice. A third cited changing short-term rental ordinances since 2021, the applicant's belief that they were operating in compliance, an assertion of error in staff's report, and the lack of parking issues while the business has been in operation. Staff received additional information regarding the ADU the morning of the September 11, 2023 Planning Commission meeting and was able to update the staff presentation to include the corrected data and additional images provided by the applicant.

There was extensive discussion regarding the history of the zoning violations and whether guests stayed at the property past the initial violation notice. Staff confirmed the total number of bedrooms based on the new information provided by the applicant and explained the history of the violations. Commissioners Sparkman and McGetrick questioned the applicant regarding whether tailgating was permitted on the property. The applicant cited "the nature of the neighborhood" changing on game days and stated that tailgating would be limited to when it was occurring throughout the neighborhood. Senior Assistant City Attorney Blake Pennington confirmed that any tailgating while the property was being used as a short-term rental would be a violation of the short-term rental ordinance. Additionally, there was a brief discussion about parking at the property the previous weekend. Commissioners voting against the request cited the history of the zoning violations and concerns about tailgating as reasons for denial. Commissioners voting in favor of the request cited lack of public comment or a history of complaints, and the project's proximity to campus as reasons for approval votes. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: Appeal Letter with Council Member Sponsors (#3), Exhibit A (#4), Planning Commission Staff Report (#5), RMP Vollendorf Appeal Of CUP Denial (#6)

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

File #: 2023-1132

APPEAL OF CUP-2023-0096: Conditional Use Permit (426 N. OLIVER AVE/HOGTAILING HOLDINGS LLC, 482): Submitted by SEAN VOLLENDORF for property located at 426 N. OLIVER AVE in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to use the residence as a short-term rental.

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, SARAH BUNCH, AND D'ANDRE JONES AND APPROVE A CONDITIONAL USE PERMIT CUP 2023-0096 FOR A SHORT-TERM RENTAL AT 426 NORTH OLIVER AVENUE

WHEREAS, on September 11, 2023, the Planning Commission denied the application for Conditional Use Permit CUP 2023-096, to allow a Short-Term Rental at 426 N. Oliver Ave.; and

WHEREAS, Council Members D'Andre Jones, Sarah Bunch, and Scott Berna have properly appealed the decision of the Planning Commission pursuant to §155.05(A)(3) of the Unified Development Code.

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 grants the appeal of Council Members D'Andre Jones, Sarah Bunch, and Scott Berna, finds that the proposed short term rental is compatible with adjacent properties and other property in the zoning district, and approves Conditional Use Permit CUP 2023-0096 for a Short-Term Rental at 426 N. Oliver Avenue.

Section 2: Approval of the conditional use permit is subject to the following conditions:

1. The applicant must obtain a business license within 1 year of conditional use permit approval.
2. The number of occupants is limited to a maximum of two people per bedroom, plus two, for the entire unit when the property is operated as a short-term rental.
3. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.
4. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
5. All trash receptacles shall be screened from view of the right-of-way.
6. All outdoor lighting shall meet requirements as outlined in Chapter 176, Outdoor Lighting.
7. Any signage shall meet the requirements as outlined in Chapter 174, Signage.
8. The applicant shall be required to designate and register a Landlord's Representative in the Landlord's Representative Registry.

9. The main dwelling may not be rented simultaneously as the accessory dwelling unit.

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Established 2005
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Licensed in Arkansas, Alabama, Florida, Texas, and Oklahoma

September 15, 2023

To Whom it May Concern:

I represent Kim and Sean Vollendorf, who were long-time residents of Fayetteville for decades. The Vollendorfs run an organization aimed at mentoring young leaders and, in 2019, they expanded to Arizona, prompting their move to Phoenix along with the several University of Arkansas graduates who joined them. Before moving, the Vollendorfs raised their three sons at 426 North Oliver Avenue (the "Property"), and still return to Fayetteville many times each year (currently, about once each month). During their time in Fayetteville, the Vollendorfs put down roots in their neighborhood and our community and formed meaningful relationships with their neighbors. Their sons all attended Leverett Elementary School, and their sons' first-grade teacher still lives just around the corner. In short, they loved living in this community and always aspired to be the kind of neighbors they would want to have.

I'm contacting you on behalf of the Vollendorfs to ask for your support of an appeal of the Fayetteville Planning Commission's recent decision to deny the Vollendorfs a conditional use permit (the "CUP") to operate a Type-2 Short Term Rental ("STR") at the Property, which is approximately 200 feet from Razorback Stadium and located immediately adjacent to the UofA's Alumni House and literally backs the Broyles-Matthews parking lot, a popular spot on gameday. That CUP request went before the Fayetteville Planning Commission (the "Commission") on Monday, September 11, 2023 (the "Meeting"), and was narrowly denied, receiving four votes in favor of approval (Commissioners Winston, Brink, Payne, and Holcomb), and four votes against approval (Commissioners Garlock, McGetrick, Gulley, and Sparkman).

The Property features a 2,502 square foot primary residence and is comprised of four bedrooms. It also has an accessory dwelling unit (the "ADU"), which only features one studio bedroom. The ADU was not a part of the Vollendorf's CUP request, as ADUs are automatically classified as Type-1 STRs and also do not require parking spaces. Even so, two spaces are dedicated to it ADU anyway. Just prior to the Meeting, Staff provided their initial report (the "Report") to Ms. Renee Gresham, the Vollendorfs' friend who manages the Property while they are away. The Report recommended that the Commission deny the CUP request due to (a) inadequate parking and (b) "past violations" of the City's ordinances. When Ms. Gresham received the Report, she immediately became concerned as it did not appear to reflect the Vollendorfs' Property, indicating that Staff may have been considering a different property when recommending denial. For

example, the initial Report stated that the ADU – while not even subject to the CUP request nor required to have reserved parking spaces (though the Vollendorfs' ADU does) – contained three (3) bedrooms suitable for up to eight guests, allowing the entire Property to host up to 18 guests. Ms. Gresham raised these concerns to Staff who, immediately prior to the Meeting, revised their Report, but still recommended denial, stating the Property only allows for six (6) vehicles per City ordinance. Sure enough, and upon further inquiry, Ms. Gresham's concerns about the Report were correct, as the photos provided by Staff within their Report are of not of the Vollendorfs' home at all, suggesting that Staff wasn't even considering the correct property in recommending its denial.

Unfortunately, in a 4-4 decision, the Commission declined to grant the Vollendorfs a CUP. The primary concern voiced by those who voted against the request reflected the language within the Staff Report stating the Property was subject to past violations of STR regulations, prompting this request for an appeal. Of note, long before AirBNB and VRBO became the go-to choice for STRs, and many (approx. 15) years before the City even adopted ordinances governing STRs, the Vollendorfs were leasing out their home from time to time as an STR. When the City first adopted STR regulations in 2021, a CUP was not required for a Type-2 STR, and the Vollendorfs began the process of complying with the applicable ordinances to obtain a business license. As part of that process, the home was inspected on multiple occasions and approved as an STR repeatedly. And to the best of the Vollendorfs' knowledge, they had been granted a business license. It was not until 2023 when the Vollendorfs first received a notification stating that they had not been given the business license. In fact, as of May 2022, the Vollendorfs were told that their business license was still "in progress" and were not notified when the application was ultimately closed by the City sometime after that. In other words, to the extent the Vollendorfs were in any sort of violation, they certainly were not aware of it and, to the contrary, made sincere efforts to comply with what was then new rules and regulations imposed on STRs. It must also be noted that, despite not having a business license, both STRs on the Property have always automatically remitted all applicable taxes to the City of Fayetteville while listed with AirBNB and VRBO.

By the time the Vollendorfs became aware that they did not have a business license to operate their STR, the ordinances had been amended twice, making a CUP a threshold requirement for Type-2 STRs in single-family zoning areas. The Vollendorfs and Ms. Gresham took steps, once again, to have the Property inspected (which was approved, once more) and pursue getting a business license. Yet, in May 2023, the City again emailed Ms. Gresham and informed her that the Property still did not have a business license, and that the Vollendorfs now also needed to apply for a CUP in addition to obtaining a business license. While Staff referred to this correspondence as a "notice of violation," at no point did the City indicate that the Vollendorfs need to cease and desist renting their home as an STR until the CUP process was complete and a business license was obtained.

It was not until Fayetteville Business Development Services contacted Ms. Gresham **on August 7, 2023**, referencing the Meeting to be held on September 11th, that the Vollendorfs were told that continued operation during the pendency of the CUP and business licensure process represented a violation of the City's ordinances that could potentially impact the Commission's decision regarding whether to grant the CUP. The Vollendorfs immediately delisted the Property from Airbnb and VRBO to comply with this instruction and have refunded future guests. As of September 6, 2023, the Property has now been twice-inspected, passing on both occasions.

The best evidence of the relationships the Vollendorfs have built with their neighbors, and the fact that the Vollendorfs do not allow guests in their home to have parties or engage in other disruptive behavior, is the fact that when the Vollendorfs requested the CUP, not a single neighbor or any other person contacted the Planning Staff to lodge a complaint or indicate that they were opposed to granting the CUP. Over the past 19 years the Vollendorfs have periodically rented out their home, the Vollendorfs have considered it a privilege to host both friends and paid guests alike—many of whom are families who come to Fayetteville because one of their children is considering attending the University. More importantly, renting out their home as an STR has allowed them to keep the home where they raised their sons, despite having to move to pursue their calling in student mentorship.

The Vollendorfs respectfully ask you consider sponsoring their appeal, as receiving a CUP that will allow them to operate their home as a Type-2 STR is the only feasible solution that will allow them to hold onto their family home while living elsewhere, in hopes of returning back to Fayetteville full time in the future.

Thank you in advance for your consideration of this matter. To the extent that you have questions or need more information, please don't hesitate to let me know.

Best Regards,

/s/ Anna Broadaway

Anna Broadaway

COUNCILMEMBER SPONSOR- JONES

CityClerk

From: Paxton, Kara
Sent: Tuesday, September 19, 2023 12:31 PM
To: CityClerk
Subject: FW: 426 N. Oliver Avenue Summary

Categories: FYI

Please see the below verification of Council Member Jones' support to sponsor the appeal.

Thank you,

Kara Paxton
MSISM, MMC, CAMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323#

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, September 19, 2023 12:14 PM
To: Paxton, Kara <kapaxton@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Nika <nikatwaits@gmail.com>; Kim Vollendorf <kimvdorf@gmail.com>
Subject: Fwd: 426 N. Oliver Avenue Summary

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

I will be sponsoring this appeal

Sent from my iPhone

Begin forwarded message:

> **From:** "Curth, Jonathan" <jcurth@fayetteville-ar.gov>
> **Date:** September 19, 2023 at 12:05:31 PM CDT
> **To:** D'Andre Jones <dre91732000@gmail.com>, Nika <nikatwaits@gmail.com>
> **Subject: RE: 426 N. Oliver Avenue Summary**
>
> D'Andre,
>
> Thank you for sharing your interest in appeal sponsorship. Since Planning Commission appeals are not filed with Development Services staff, I am not familiar with this item's status or if there are other

sponsors. With that in mind, please direct your interest to the City Clerk's Office and copy Blake Pennington with the City Attorney's Office so that it is considered legally valid.

Thanks again,

Jonathan Curth, AICP
Development Services Director
Development Services Department
City of Fayetteville, Arkansas
jcurth@fayetteville-ar.gov
479.575.8308

Website | Facebook | Twitter | Youtube

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Monday, September 18, 2023 3:00 PM
To: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Nika <nikatwaits@gmail.com>
Subject: Fwd: 426 N. Oliver Avenue Summary

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.

Hey Jonathan I want to support this appeal

Sent from my iPhone

Begin forwarded message:

> **From:** D'Andre Jones <dre91732000@gmail.com>
> **Date:** September 17, 2023 at 10:52:28 AM CDT
> **To:** Nika <nikatwaits@gmail.com>
> **Cc:** Kim Vollendorf <kimvdorf@gmail.com>
> **Subject: Re: 426 N. Oliver Avenue Summary**
>
> My pleasure I will forward this to Jonathan Curth today!!
>
> Sent from my iPhone
>
> > On Sep 17, 2023, at 10:00 AM, Nika <nikatwaits@gmail.com> wrote:
> >
> > Hello D'Andre!
> >
> > Thank you so much for your help with this situation. My friend Kim has summarized below the events leading up to the denial of their business license. I have copied her here.
> >
> > We are all rather baffled as this is a family who has served our community for many many years in a variety of beneficial ways. Please

let me know if this answers your questions and if there is anything else you need from us.

Thank you for your service D'Andre!

Nika Waitsman

---------- Forwarded message ---------
From: **Kim Vollendorf** <kimvdorf@gmail.com>
Date: Sat, Sep 16, 2023 at 2:47 PM
Subject: 426 N. Oliver Avenue Summary
To: Nika <nikatwaits@gmail.com>

Nika,

Thank you so much for taking the time to help us with this!

First, a little background....Sean and I have had our home at 426 N. Oliver Avenue, next to the UA stadium, since 2004. We enjoyed living in the neighborhood and living so close to campus, and I thought it was so fun that I could see into the stadium from my kitchen window! We got to know our neighbors and embraced living in the neighborhood. Our boys attended Leverett Elementary, and I was one of the parents who helped fight to keep our neighborhood school. We raised our three boys in that home.

The house came with a small guest house behind it that was rented to a law student when we moved in, and we continued to rent it out. Not long later, because of the property's unique location, Sean talked me into renting out our home on gameday weekends to make some extra money. We soon also began renting out our home for other events like festivals, graduations, and other events. (I know you are familiar with this because your parents stayed in our home for a few summers while we were away on work assignments!) I'm pretty sure we were one of the first houses in Fayetteville that had short-term rentals of this nature.

When we transferred to Arizona for Sean's job in 2019, we decided to keep the house and continue renting it out. We preferred short-term rentals because we could continue using our furniture and also be able to stay in our home when we came back to Fayetteville to visit our friends and our son at the UA. In order to make it all work, we recruited a local mom friend of ours named Renee to help us manage the property and make sure our guests had everything they needed.

Long story short, a couple of years ago, we received a notice that we needed to get a Business license. Renee hit the ground running and did, or thought she did, each of the things required to obtain the license. In fact, we thought we had the license! The next year (last year), Renee

received the notice again. Believing the license needed to be renewed each year, she went through all the steps again. In fact, she recalls at least 2 inspections of the property that she arranged with the City, each of which we passed. But, in May of this year, we were told again that we didn't have a business license. Concerned, Renee reached out to the City and was told that we needed to apply for a CUP because the city ordinances had changed again, and CUPs were now required for this type of rental. So we applied.

On August 7, the City's business services department reached out to us and informed us that we weren't allowed to operate our STR while we went through the CUP and STR business license process--which we weren't aware of, as we thought we were okay to operate while waiting for approval. We immediately delisted the property from Airbnb and VRBO at that point. This past Monday (September 11), the Planning Commission heard our request for a conditional use permit, which got voted down, with 4 votes in favor, and 4 against (we needed 5 to receive a CUP). It seemed the Commission's primary "issue" with granting the CUP was our "continued violations," but we sincerely and genuinely did not know we were in violation of anything. Every time we submitted our application for a business license, we thought it had been accepted. We never received any sort of rejection and, on the contrary, spent hours making sure we met each of the requirements along the way. The city has inspected our home twice now (all passed). We've made every effort to ensure we're above board, and, because Airbnb and VRBO automatically collect and remit taxes for STRs within the city limits, we've also paid taxes for each and every stay for many years now.

My husband Sean was notified at 4:30 p.m. on the Friday before the Monday meeting with the Planning Commission that the staff had recommended that the Commission deny us. When Renee asked for the documentation on September 11, she was sent a report that had a picture of the wrong property! We were concerned that the recommendation had been made based on the wrong property. There was also some confusion over the studio guest house that it was a 3 bedroom, which doesn't make sense since it is under 700 sq ft. It is actually a one bedroom.

The city also expressed concerned about the parking spaces. This was a bit confusing because our home has ample parking spaces for our guests. It has more parking than any of the homes around it.

Also, important to note, none of our neighbors voiced any opposition during the CPU process. We have hosted hundreds of families and other guests since 2004, so the fact that none of our neighbors voiced any opposition is very significant.

As I understand it, somewhat recently (and many years after we started renting out our place), the city adopted a couple variations of an ordinance limiting short-term rentals. I believe the aim is to help the cost and accessibility of housing, which is certainly understandable. I

just need the council to understand that we are not some sort of out-of-state land baron or investor. Our situation is the exact opposite.

To our disbelief, a home directly across the street passed to be a short term rental. The home:
-has far less parking than ours does
-is owned by a Florida LLC, King Investments LLC
-was opposed by neighbors. Four of our neighbors, all of whom we've known for years, spoke out against it.

In summary, I am an Arkansas native, born and raised. We are a NWA family who lived in this home for almost 20 years. When a job opportunity took us out of state, we chose to keep the house we raised our family in so we would have a place to stay when we visited our many friends and family members 5+ times per year. We simply cannot afford to continue owning the home--and potentially return to it one day--without having the ability to offset our costs. If we have to convert it to a long-term rental, it would most likely appeal to college students. Would the neighbors prefer having a house of students or a house of adults who come to visit on occasion?

I would like to think that we are the type of STR that Fayetteville would WANT to have!

We would deeply appreciate the City Council's consideration in our appeal.

Thanks, Nika!!

Kim

COUNCILMEMBER SPONSOR- BERNA

CityClerk

From: Berna, Scott
Sent: Wednesday, September 20, 2023 10:37 AM
To: D'Andre Jones; Bo Renner
Cc: CityClerk; Shelton, Jackson; Williams, Kit; Pennington, Blake; Jones, D'Andre; Bunch, Sarah; Anna Broadaway
Subject: Re: Vollendorf Appeal of Planning Commission Denial

Categories: FYI

I have agreed to sign on for the appeal.

Scott Berna

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Wednesday, September 20, 2023 10:23 AM
To: Bo Renner <brenner@rmp.law>
Cc: CityClerk <cityclerk@fayetteville-ar.gov>; Shelton, Jackson <jshelton@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Anna Broadaway <abroadaway@rmp.law>
Subject: Re: Vollendorf Appeal of Planning Commission Denial

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Good morning I plan to support the appeal

Sent from my iPhone

> On Sep 20, 2023, at 10:18 AM, Bo Renner <brenner@rmp.law> wrote:
>
> Good morning,
>
> I represent Sean and Kim Vollendorf regarding the appeal of the Planning Commission's denial of the Vollendorfs' CUP request. Kit and Blake have advised me to send this email to the City Clerk's office and include the three City Council members who have agreed to sign-on to our appeal and, further, have those Council Members indicate the same.
>
> **Council Members Jones, Bunch and Berna** – first, thank you again for helping us out on this. On behalf of the Vollendorfs, they are very appreciative of each of you and your time. Second, would you mind "replying all" to this email indicating your agreement to sign-on to the appeal? I know some (or, perhaps, all) of you have already notified the Clerk's office, but this will put the authorizations in the same email chain and, I believe, verify the appeal for the City Clerk.

Kit/Blake – please let me know if there's anything else either of you need from me. Thanks again, everyone!

Bo Renner *Attorney*



5519 Hackett Street Ste 300 | Springdale Arkansas 72762
PO Box 1788 | Fayetteville Arkansas 72702
Firm 479.443.2705 | Fax 479.443.2718 | Direct 479.439.5664
brenner@rmp.law | www.rmp.law

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COUNCILMEMBER SPONSOR- BUNCH

CityClerk

From: Bunch, Sarah
Sent: Wednesday, September 20, 2023 1:48 PM
To: Pennington, Blake
Cc: Bo Renner; CityClerk; Shelton, Jackson; Williams, Kit; Berna, Scott; dre91732000@gmail.com; Jones, D'Andre; Anna Broadaway
Subject: Re: Vollendorf Appeal of Planning Commission Denial

I have agreed to support this appeal as well.

Sarah Bunch

Sent from my iPhone

On Sep 20, 2023, at 10:43 AM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

Bo,

Section 155.02 of the Unified Development Code requires that "All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error."

I did see an explanation from Ms. Vollendorf in an email from Councilmember Jones yesterday but wanted to make sure all three councilmembers have provided/adopted that as part of their appeal.

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov
<image002.png>

From: Bo Renner <brenner@rmp.law>
Sent: Wednesday, September 20, 2023 10:18 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Shelton, Jackson <jshelton@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; dre91732000@gmail.com; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Anna Broadaway <abroadaway@rmp.law>
Subject: Vollendorf Appeal of Planning Commission Denial

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

Good morning,

I represent Sean and Kim Vollendorf regarding the appeal of the Planning Commission's denial of the Vollendorfs' CUP request. Kit and Blake have advised me to send this email to the City Clerk's office and include the three City Council members who have agreed to sign-on to our appeal and, further, have those Council Members indicate the same.

Council Members Jones, Bunch and Berna – first, thank you again for helping us out on this. On behalf of the Vollendorfs, they are very appreciative of each of you and your time. Second, would you mind "replying all" to this email indicating your agreement to sign-on to the appeal? I know some (or, perhaps, all) of you have already notified the Clerk's office, but this will put the authorizations in the same email chain and, I believe, verify the appeal for the City Clerk.

Kit/Blake – please let me know if there's anything else either of you need from me. Thanks again, everyone!

Bo Renner *Attorney*

<image001.png>

5519 Hackett Street Ste 300 | Springdale Arkansas 72762
PO Box 1788 | Fayetteville Arkansas 72702
Firm 479.443.2705 | Fax 479.443.2718 | Direct 479.439.5664
brenner@rmp.law | www.rmp.law

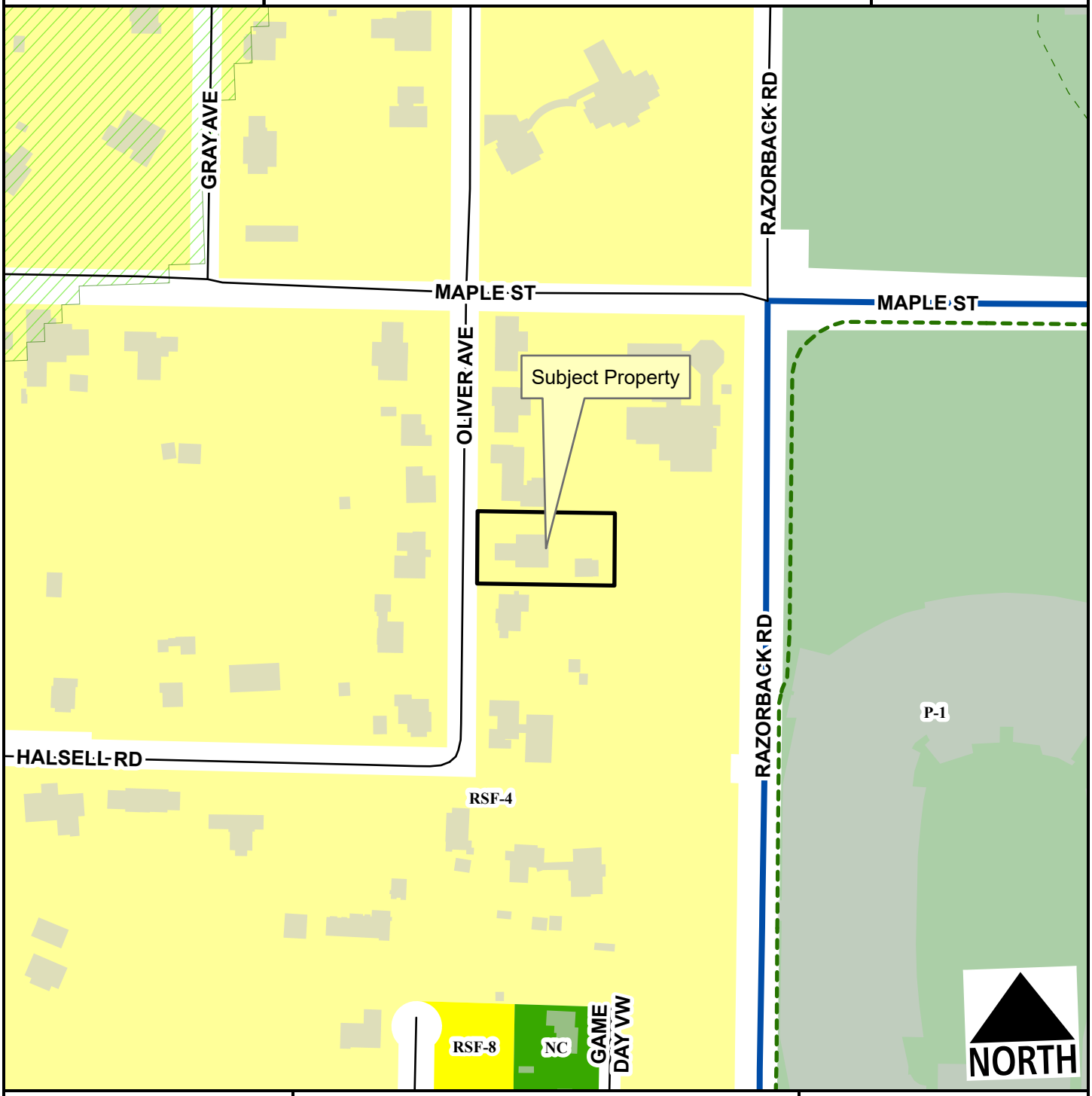
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CUP-2023-0096

Close Up View

426 N. OLIVER AVE

CUP-2023-0096
EXHIBIT "A"



Regional Link - High Activity
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits
Shared-Use Paved Trail
Trail (Proposed)

Feet
0 75 150 300 450 600
1:2,400

RSF-4
RSF-8
Neighborhood Conservation
P-1

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: September 11, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **CUP-2023-0096: Conditional Use Permit (426 N. OLIVER AVE/HOGTAILING HOLDINGS LLC, 482):** Submitted by SEAN VOLLENDORF for property located at 426 N. OLIVER AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 0.40 acres. The request is to use the residence as a short-term rental.

RECOMMENDATION:
Staff recommends denial of **CUP-2023-0096**.

Additional information received after final packet created. Documents included at the end of the packet. Corrected bedroom count included in staff presentation.

RECOMMENDED MOTION:
*"I move to deny **CUP-2023-0096**.*

BACKGROUND:
The subject property is located in central Fayetteville approximately 200 feet west of Razorback Stadium. The property is zoned RSF-4 and is not part of any zoning overlays. It totals approximately 0.40 acres and has been developed with a 2,502 square foot, four-bedroom single-family structure and a 688 square foot, ~~three~~ one bedroom accessory dwelling unit, both constructed in 1969.

On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
South	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
East	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
West	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre

City Plan 2040 Future Land Use Designation: **Residential Neighborhood.**

Proposal: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: Staff has not received any public comment regarding this request.

RECOMMENDATION: Staff recommends denial of **CUP-2023-0096.** If approved, staff recommends the following conditions;

Conditions of Approval:

1. **Planning Commission determination of compatibility.** *Staff finds the proposed short-term rental to be compatible with the neighborhood based on the findings in this report;*

2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.

3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.

4. Per ordinance, the number of occupants is limited to a maximum of two people per bedroom, plus two, for the entire unit when the property is operated as a short-term rental.

5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.

6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

7. All trash receptacles shall be screened from view of the right-of-way.

8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.

9. Any signage shall meet the requirements as outlined in §174, Signage.

10. Per 120.02(A), the owners of only short-term rentals shall be required to designate and register their Landlord's Representative into the Landlord's Representative Registry.

11. The main dwelling may not be rented simultaneously as the accessory dwelling unit.

PLANNING COMMISSION ACTION:	Required YES		
Date: September 11, 2023	❒ Tabled	❒ Approved	☒ Denied
Motion:	Motion to Approve GARLOCK	Motion to Table to 9/25 WINSTON	Motion to Approve (Striking condition 11) WINSTON
Second:	None	GARLOCK	PAYNE
Vote:	Motion died for lack of a second	1-7-0 (Superceded Previous Motion. Failed on vote)	4-4-0 (Motion Failed for lack of majority)

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.

2. Decide such questions as are involved in determining whether a conditional use should be granted; and,

3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or

4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. Procedures. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-4 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in

the application to grant the conditional use; and

Finding: **The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit.**

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: **Staff finds that granting the requested conditional use is unlikely to negatively affect the public interest, given the applicable business license requirements including a required building safety inspection, and applicable density caps on Type 2 short-term rentals.**

(c.) The Planning Commission shall certify:

(1.) Compliance with the specific rules governing individual conditional uses; and

Finding: **There are specific rules governing Short-Term Rentals, as follows:**

§163.18 - SHORT-TERM RENTALS

A. **Residential Zoning Districts.** Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: **The request is to operate a Type 2 Short-Term Rental, Use Unit 46, in RSF-4 zoning, which requires a conditional use permit.**

B. **Occupancy.** Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: **Occupancy is limited as described in UDC §163.18(A)(3). Occupancy limitations are confirmed by the applicant during licensing. The ADU may host up to ~~8~~ guests per ordinance (~~three~~ bedrooms) and the main dwelling may host up to an additional ten guests (four bedrooms), for up to ~~18~~ allowed guests. The ADU is currently being permitted separately as a Type 1, with only the main dwelling unit under consideration with this application.**

Additional information received after final packet created. One bedroom within ADU (four guests) for a total of 14 potential guests

C. **Parking.** Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: **Staff recommends parking is limited as described in UDC §163.18(A)(4). For single-family structures parking is required to be provided at a rate of two vehicle spaces per dwelling unit. Accessory dwelling units of less than 800 square feet are not required to provide on-site parking. According to the**

applicant the main dwelling unit has four bedrooms, with up to four parking spaces permitted outside by ordinance. There is also a carport that could hold an additional two vehicles.

D. Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: **The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.**

E. Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

Finding: **The application is for use of the property at 426 N. Oliver Ave. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.**

F. **Exceptions.** Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: **Type 2 short-term rentals are subject to a citywide density cap at 475 business licenses. As of September 6, 2023, the City had issued 395 Type 2 short-term rental licenses. Granting a CUP for this location would entitle the applicant to apply for a business license, but does not guarantee its approval. No exceptions are being requested.**

G. Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: **This short-term rental would be subject to all codes in Business Regulations §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.**

H. Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1. Adequate parking infrastructure;

2. Adequate adjoining or nearby streets for on-street parking;

3. Frequency or concentration of nearby licensed Type 2 short-term rentals; and

4. Prior zoning or code violations.

Finding:

Additional information received after final packet created. One bedroom within ADU (four guests) for a total of 14 potential guests

Staff finds there is inadequate parking infrastructure to support the use of the property for both the main dwelling and the ADU as short-term rentals. The main dwelling has a carport that could hold up to two vehicles and a property may only park up to four vehicles outside per ordinance. The ADU may host up to ~~8~~ guests per ordinance (~~three~~ bedrooms) and the main dwelling may host up to an additional ten guests (four bedrooms), for up to ~~18~~ allowed guests. No additional parking is permitted on N. Oliver Ave. as the street is signed for no parking. City business license records indicate one (1) other unit within a quarter-mile radius of the property has an active Type 2 short-term rental business licenses.

A type-2 short term-rental application was requested by the current property owner on July 30, 2021. Multiple stages of the process were completed, including a life safety inspection and planning review; however, a business license was denied due to incomplete information. The short-term rental was opened in violation of ordinance and has been operation continuously since 2021. Initial zoning violations were opened on April 27 and May 1, 2023 for operating the main structure and ADU without a business license and a notice of violation was sent to the applicant with instructions to cease operations until a business license was received. A duplicate zoning violation was issued on August 7, 2023 for continuing to operate the short-term rentals in violation of the ordinance.

§163.02. AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding:

Additional information received after final packet created. One bedroom within ADU (four guests) for a total of 14 potential guests

Access to property is from N. Oliver Ave., a narrow street signed for no on-street parking. Staff finds the proposal will likely adversely affect traffic flows considering the use of the property would be limited to a maximum of 10 guests for the main dwelling and ~~8~~ guests for the ADU if both are approved, which would be out of character with use of the property for residential purposes.

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: **Two vehicles may park within an existing carport. The applicant proposes parking within the circle driveway, which would be limited to a maximum of four vehicles per ordinance.**

(c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: **The applicant proposes typical residential trash cart service rather than dumpster service. Staff recommends storage of the containers should be screened from public view when not at the curb for residential pick-up.**

(d.) Utilities, with reference to locations, availability, and compatibility;

Finding: **Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.**

(e.) Screening and buffering with reference to type, dimensions, and character;

Finding: **Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.**

(f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: **Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.**

(g.) Required yards and other open space; and

Finding: **Based on the applicant's submittal, the structure is meeting relevant setbacks.**

(h.) General compatibility with adjacent properties and other property in the district.

Finding: **Staff finds the use to be incompatible with the surrounding properties. The proposed intensity of both the ADU and main dwelling as a short-term rental is likely to be a major impact to the surrounding neighborhood, particularly given the limited on-site parking and narrow surrounding streets.**

(i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: **Staff finds the proposed use to be somewhat incompatible with the City's adopted land use, transportation, and other strategic plans since short-term rentals do not clearly support any of the goals identified in those plans. However, there are safeguards in place that limit how short-term rentals operate to ensure that the City can still meet those goals, including a citywide density cap of 475 units and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.**

BUDGET/STAFF IMPACT:
None

Attachments:

- Business Regulations
  - §118.01 Applicability
- Unified Development Code
  - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
  - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre
- Applicant Request Letter
- Site Plans
- Building Floor Plan
- Elevations
- Zoning Violation Reports
- One Mile Map
- Close-Up Map
- Current Land Use Map
- STRs Within ¼ Mile Map

* Additional Information Received after Packet Creation

118.01 Applicability

(E) *Short-Term Rentals.* A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.

(1) *Short-Term Rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.

(2) *Short-Term Rental, Type 2.* A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property. A conditional use permit is required for a Type 2 short-term rental in a residential zoning district prior to the city issuing a business license.

(3) *License Required.* No dwelling unit in the city shall be used as a short-term rental unless:

(a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
(b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
(c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.

(4) A separate business license shall be required for each dwelling unit used as a short-term rental.

(5) Any change in ownership requires a new or amended business license.

(6) If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.

(7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:

(a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
(b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
(c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
(d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
(e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
(f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
(g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.

(8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).

(11) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:

(a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.
(b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.
(c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.

(10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate

compliance with this section. For the purposes of these regulations, 'availability' means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.

(11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the City upon request.

(12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.

(13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.

(14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.

(15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).

(16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of 2% of all dwelling units in the Fayetteville city limits may be utilized as Type 2 rentals. Total dwelling units are determined from current United States Census Bureau and/or American Community Survey numbers, whichever number is higher. A conditional use permit may not permit:

(a) More Type 2 short-term rentals than what is allowed by the city-wide density cap. Type 2 short-term rentals in commercial and mixed-use zoning districts where hotel/motels are permitted by right shall not contribute to the city-wide density cap.
(b) More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.
(c) Individual 2-, 3- and 4-family buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.
(d) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.

(17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.

(18) Short-term rentals must comply with all applicable codes under Unified Development Code §163.18 and § 164.26 successfully obtain a business license prior to operation.

(Ord. No. 6427 , §§1(Exh. A), 2, 4-20-21; Ord. No. 6505 , §1(Exh. A), 11-16-21; Ord. No. 6521 , §§1, 2, 1-18-22; Ord. No. 6537 , §1(Exh. A), 2-15-22)

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

(A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

1) R-A
2) RSF-.5

3) RSF-1
4) RSF-2
5) RSF-4
6) RSF-7
7) RSF-8
8) RSF-18
9) RI-12
10) RI-U
11) RMF-6
12) RMF-12
13) RMF-18
14) RMF-24
15) RMF-40
16) NC

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

(B) *Occupancy.* Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

(C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

(D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

(E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

(F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

(G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

(H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1) Adequate parking infrastructure;

2) Adequate adjoining or nearby streets for on-street parking;

3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and

4) Prior zoning or code violations

(Ord. No. 6427 , §§1(Exh. E), 2, 4-20-21; Ord. No. 6505 , §2(Exh. B), 11-16-21; Ord. No. 6537 , §2(Exh. B), 2-15-22)

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (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, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

APPLICANT REQUEST LETTER

Please see attached Site Plan with detailed images of parking. The Main House has a very large circle driveway that can easily fit multiple cars. The far right side of the driveway when looking at the house from the street has a long drive leading down to the cottage. For any overlapping stays we would ask that the main house guests keep the far right side clear for the cottage guests. The cottage would allow 1 parking spot down the straight part of the driveway , and the main house up to 3 parking spots around the circle driveway. The total occupancy for the main house would be 10 people and the cottage allows 2-4 people. So the most occupants on the property combined would be 14 people.

A) Roughly 3,190 Sq Ft

B) The Exterior of the House is a Light Brown color

C) Zero Off-Street Parking spaces would be utilized. Our circle driveway on the property can comfortably hold around 6 cars.

D) There is outdoor lighting at the entry way, and on the back patio/decks

E) We do not allow parties at our property. The only noise would come from tailgating on game days (which would be hard to avoid short term rental or not on game day with a property right behind the stadium!)

F) We have a tall fence on each side that separates our property from the adjacent properties.

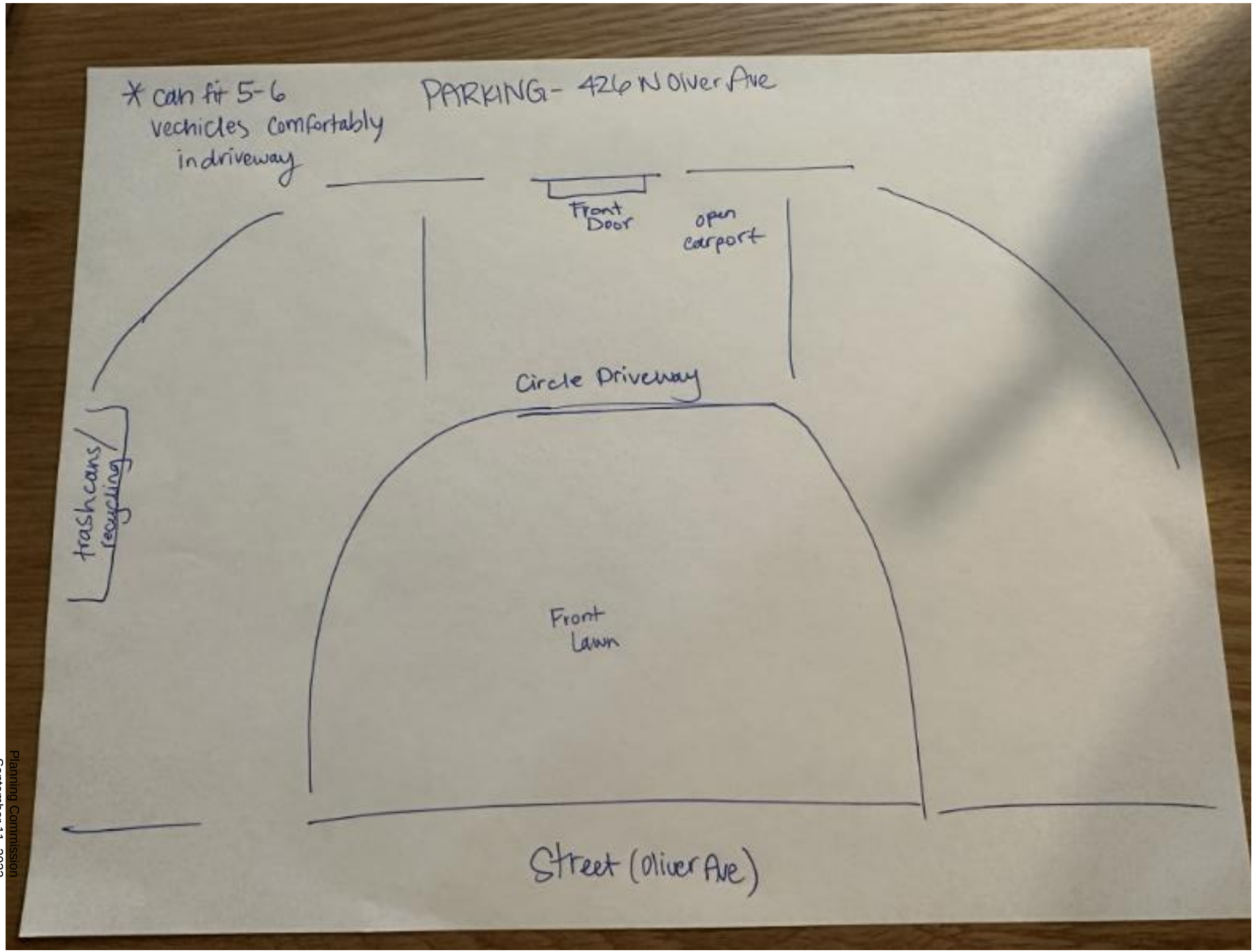
G) We have Trash service with the city that comes once a week. We have 3 Large trash bins to have ample room for trash so that it is not unsightly to any passerby. Our trash cans are on the side of our house by a fence off the circle drive out of the way. A few large plants/trees block the view of the trash from the street.

H) The property is easily accessibly by the circle drive on the property. There would be no traffic impacts as the only parking provided would be in the circle driveway on the property.

I) We have loved being able to host out of town guests through out the year on our property that lies within walking distance to the University of Arkansas campus. It has been a prime location for New Student Orientations, Parent Visits, Sporting Events, etc.


KING INVESTMENTS OF FAYETTEVILLE LLC
MORSTAD, PAUL J & LISA RAE
UNIVERSITY OF ARKANSAS
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Selection
Circle Drive Main House Parking
N OLIVER AVE
Main House
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FAYETTEVILLE GRP LLC
Cottage
Long Driveway to Cottage
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MCKINNEY, HAROLD & HELEN REVOCABLE TRUST
ALLEN, EARL
420


426 N Oliver Ave, Fayetteville, A
437 N Oliver Ave
Fayetteville, Arkansas
Google Street View
Jul 2019
See more dates
Main House
Cottage
Circle Drive
Long Drive down to cottage
W Maple S
Donald W. Reynolds Razorback Stadium
Google

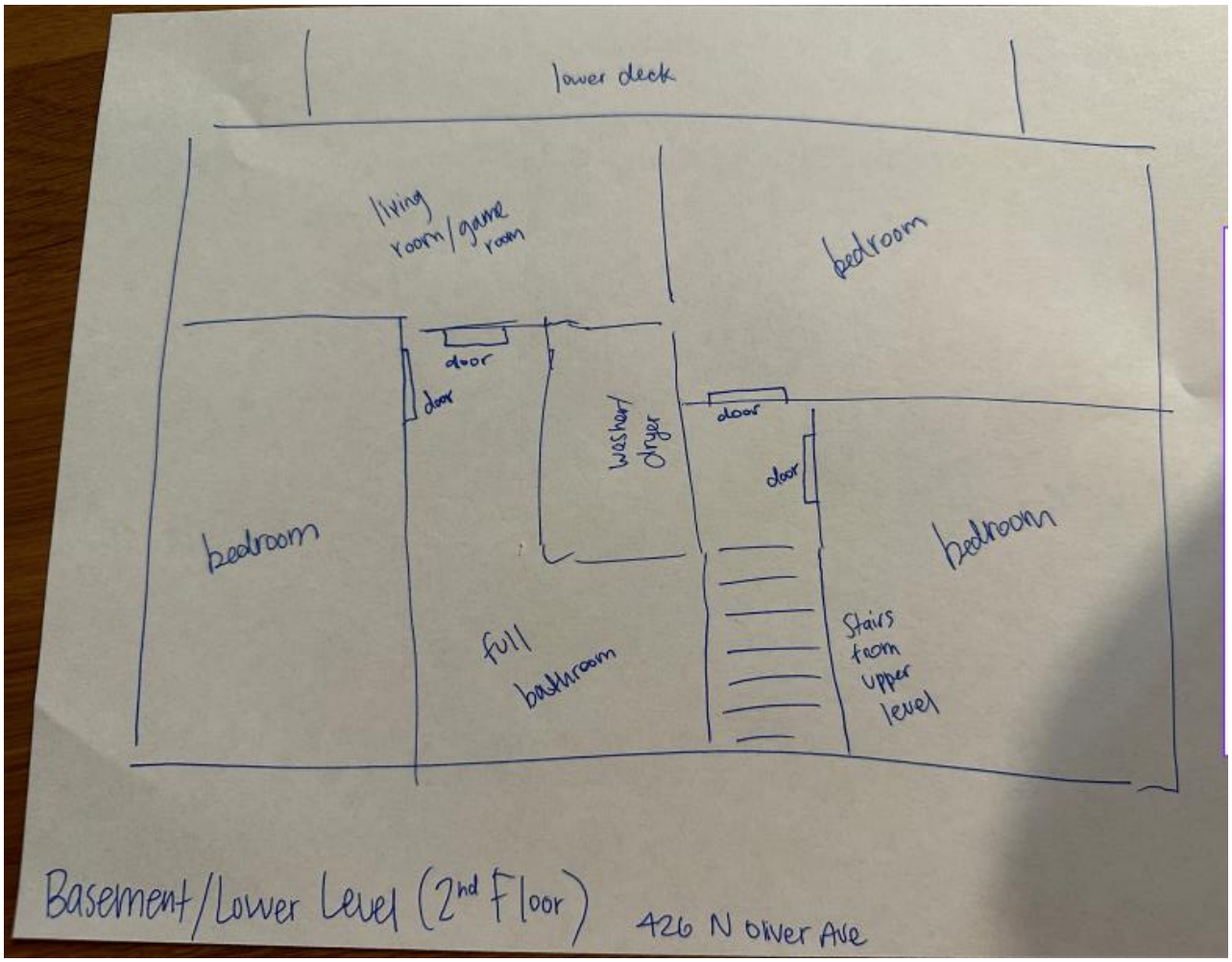

* can fit 5-6 vechicles comfortably in driveway
PARKING- 426 N Oliver Ave
Front Door
open carport
Circle Driveway
trash cans/ recycling
Front Lawn
Street (Oliver Ave)

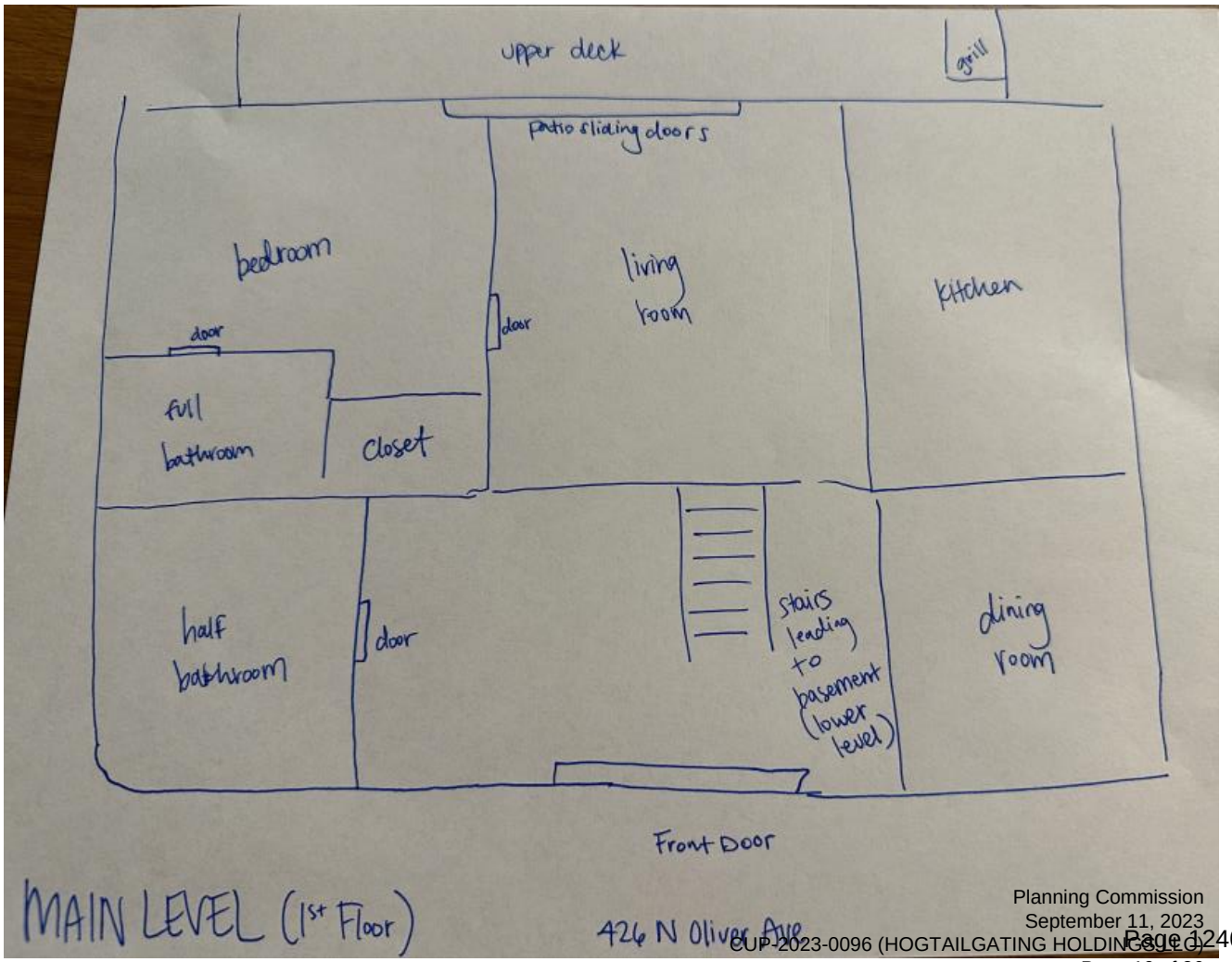









lower deck
living room/game room
bedroom
door
door
washer dryer
door
door
bedroom
bedroom
full bathroom
Stairs from upper level
Basement/Lower Level (2nd Floor)
426 N Oliver Ave


upper deck
grill
Patio sliding doors
bedroom
door
door
living room
kitchen
full bathroom
Closet
half bathroom
door
stairs leading to basement (lower level)
dining room
Front Door
MAIN LEVEL (1st Floor)
426 N Oliver Ave

CODE CASE DETAILED REPORT CVZD-2023-0320
FOR CITY OF FAYETTEVILLE

Case Type:	Zoning/Development	**Project:**		**Opened Date:**	05/01/2023
Status:	In Progress	**District:**	Default	**Closed Date:**	NOT CLOSED
Assigned To:	Bliss Hyke	**Description:**	PZ200 PZ320 PZ340 PZ300 | The address of 426 N Oliver has two dwellings on the property (The main house- “The Stadium House” and the ADU unit “The Stadium Cottage”) with active AirBnB’s ran out of both. They had applied for one STR (STR-000817-2021) which was denied due to lack of documents to Katie Moore. So they would need to apply for two STR’s and a CUP for the main house. FYI: The CUP in the message below was approved on Monday for the neighbor’s house.		

Parcel: 765-14494-000 Main	**Address:** 426 N Oliver Ave Main Fayetteville, AR 72701	**Zone:** RSF-4 (RSF-4)

Owner	**Owner**
Sean Vollendorf	Sean Vollendorf
9 E Caroline Ln Tempe, AZ 85284	9 East Caroline Lane E Caroline Ln Tempe, AZ 85284
Business: 4792839694	Business: 4792839694
Mobile: (479) 283-9694	Mobile: (479) 283-9694

CODE CASE DETAILED REPORT (CVZD-2023-0320)

	Note	Created By	Date and Time Created
1.	designated agent contacted office. i emailed application instructions and noted that main house would need type 2 application, cottage would need type 1. CUP also needs to be applied for this kind of license.	Kimberly McGuire	5/1/2023 3:42 pm
2.	still have not received an application for this property. do not see it listed on any rental websites. sending email to get status on if owner still wants to pursue STR.	Kimberly McGuire	6/30/2023 11:54 am
3.	Hi Kimberly, We have been working on gathering what is needed for the CPU permit first after getting more direction from their office. Once we have that we will start the application process over. Thanks, Renee	Kimberly McGuire	6/30/2023 1:28 pm
4.	STR-0785-2023 & STR-0786-2023	Kimberly McGuire	7/26/2023 10:49 am
5.	Property Advertised on AirBNB	Donna Wonsower	8/7/2023 10:27 am
6.	sent email to property owner and designated agent, see files	Kimberly McGuire	8/7/2023 1:54 pm
7.	Property owner email dated 8/8/23 states that Airbnb listings for both main house and ADU were taken down. Confirmed.	Kimberly McGuire	8/8/2023 3:54 pm
8.	Initial application for STR type 2 was submitted 7/27/21 and denied 7/21/22. Internal notes state that there was not enough information provided by applicant to continue processing application for issuance despite attempts to contact owner.	Kimberly McGuire	8/8/2023 3:55 pm
9.	CVZD-2023-0312 PZ320 Request Category: Permitting. This is an unlicensed short term rental. It is not on the city's development economic and development services page as being a licensed STR. But it is on Air Bnb listed as two different properties. \"The Stadium House\" and \"The Stadium Cottage\". \n\nhttps://www.airbnb.com/rooms/10948395?source_impression_id=p3_1682609075_PJ8GfXGsEz0SBgRL\u0026modal=PHOTO_TOUR_SCROLLABLE\n\nhttps://www.airbnb.com/rooms/720928942702662378?adults=2\u0026children=0\u0026enable_m3_private_room=false\u0026infants=0\u0026location=Fayetteville%2C%20AR\u0026pets=0\u0026check_in=2023-05-12\u0026check_out=2023-05-19\u0026federated_search_id=5f9d3ce0-5f3b-4b67-bff8-ee0dbecffe97\u0026source_impression_id=p3_1682608938_0hzNJ96LRrxTShYE\u0026modal=PHOTO_TOUR_SCROLLABLE\n\nPlease review and check out this information.	Bliss Hyke	8/23/2023 2:49 pm
10.	CVZD-2023-0490 pz320 - Complaint states that they continue to operate and advertise without a CUP/STR. (case is redundant to CVZD-2023-0320)	Bliss Hyke	8/23/2023 2:49 pm
11.	CUP-2023-0096 FOR THE MAIN HOUSE.	Bliss Hyke	8/23/2023 3:44 pm

Activity Type	Activity Number	Activity Name	User	Created On
Notice of Violation Tracking	PRE-0397-2023		Kimberly McGuire	05/02/2023
Other Activity	ACT-1123-2023		Bliss Hyke	08/23/2023

Violation Code: 161.02 - Operating without a Business License
Violation Status: In Violation
Citation Issue Date: 05/02/2023
Code Description: Operating without a Business License
Compliance Date:
Resolved Date:

Corrective Action: Cease non-compliant activity or receive business license approval.

CITY OF FAYETTEVILLE ARKANSAS

CODE CASE DETAILED REPORT CVZD-2023-0490 FOR CITY OF FAYETTEVILLE

Case Type:	Zoning/Development	**Project:**		**Opened Date:**	08/07/2023
Status:	Escalated - Planning	**District:**	Default	**Closed Date:**	NOT CLOSED
Assigned To:	Bliss Hyke	**Description:**	pz320 - Complaint states that they continue to operate and advertise without a CUP/STR. (case is redundant to CVZD-2023-0320)		

Parcel: 765-14494-000 Main	**Address:** 426 N Oliver Ave Main Fayetteville, AR 72701	**Zone:** RSF-4 (RSF-4)

Wonsower, Donna

From: Sean V <svollendorf@gmail.com>
Sent: Tuesday, August 8, 2023 3:36 PM
To: McGuire, Kimberly
Cc: greshamrenee@gmail.com; Wonsower, Donna; Bertram, Becca; Masters, Jessica
Subject: Re: 426 N Oliver Ave. | Advertising without Business License

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

Hi Kimberly,

I spoke with Donna yesterday and she was super helpful. She even stayed on the phone with me past 5pm, which I greatly appreciated. Too kind. Thank you, Donna!

We have operated this short term rental in compliance from day one, so I'm disappointed that we forgot to take care of the business license this year. That's my fault completely. We usually are in response mode and get on things quickly as we receive requests by email and/or snail mail, but we understand that there isn't communication that goes out to remind us of renewing the business license.

I apologize. It certainly wasn't our intention to operate without a business license. I think you'll see our commitment to the city as we were one of the very early short term rentals to pay taxes to the city.

As of this last night, we have taken our listings down (both the main house and the ADU) from all online listing platforms. Of course, we hate to do so because it will result in lost revenue, and it scares us b/c we have a significant mortgage payment, but we have always endeavored to be in full compliance and this situation is no different.

Thank you all so much for your help on the phone and by email on this issue. We appreciate it.

Sean Vollendorf



On Mon, Aug 7, 2023 at 11:52 AM McGuire, Kimberly <kmcguire@fayetteville-ar.gov> wrote:

> Good afternoon Renee,
>
> It was brought to my attention that the subject property is still being advertised as a short-term rental on Airbnb, both the main house and ADU. City ordinance states that you are not to operate *or* advertise until your business license is issued. For your convenience, I have included a copy of City Ordinance regarding business licensing and highlighted the sections that are relevant.

The city planner assigned to review your application informed me that your CUP hearing will be Sept. 11, and if the property is not in compliance, the chances of your application being denied are high. Please be aware that the Code Compliance Violation case opened on 5/1/23 is still open and will remain so until your business license is issued and the STRs are operating within compliance.

Thank you,

Kimberly McGuire *(she/her)*

Business License Clerk

Development Services

City of Fayetteville, Arkansas

Office: 479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

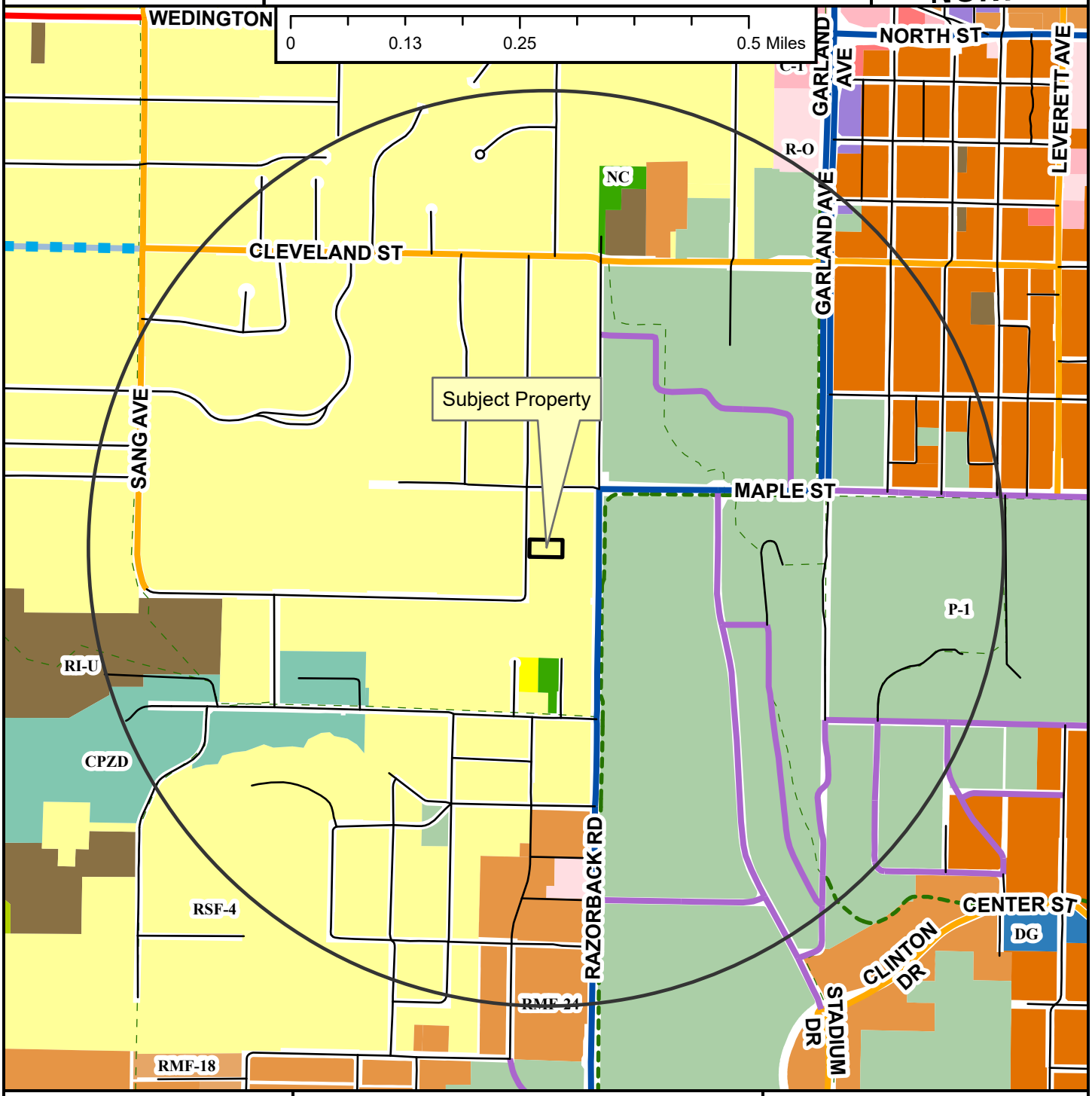


CUP-2023-0096

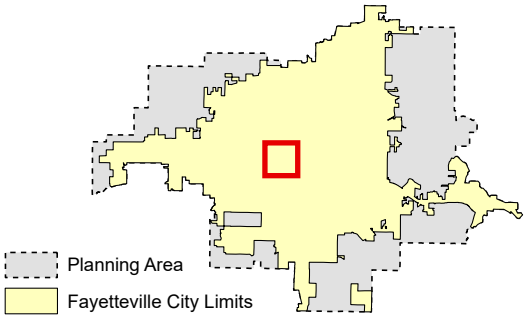
One Mile View

426 N. OLIVER AVE

NORTH



Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

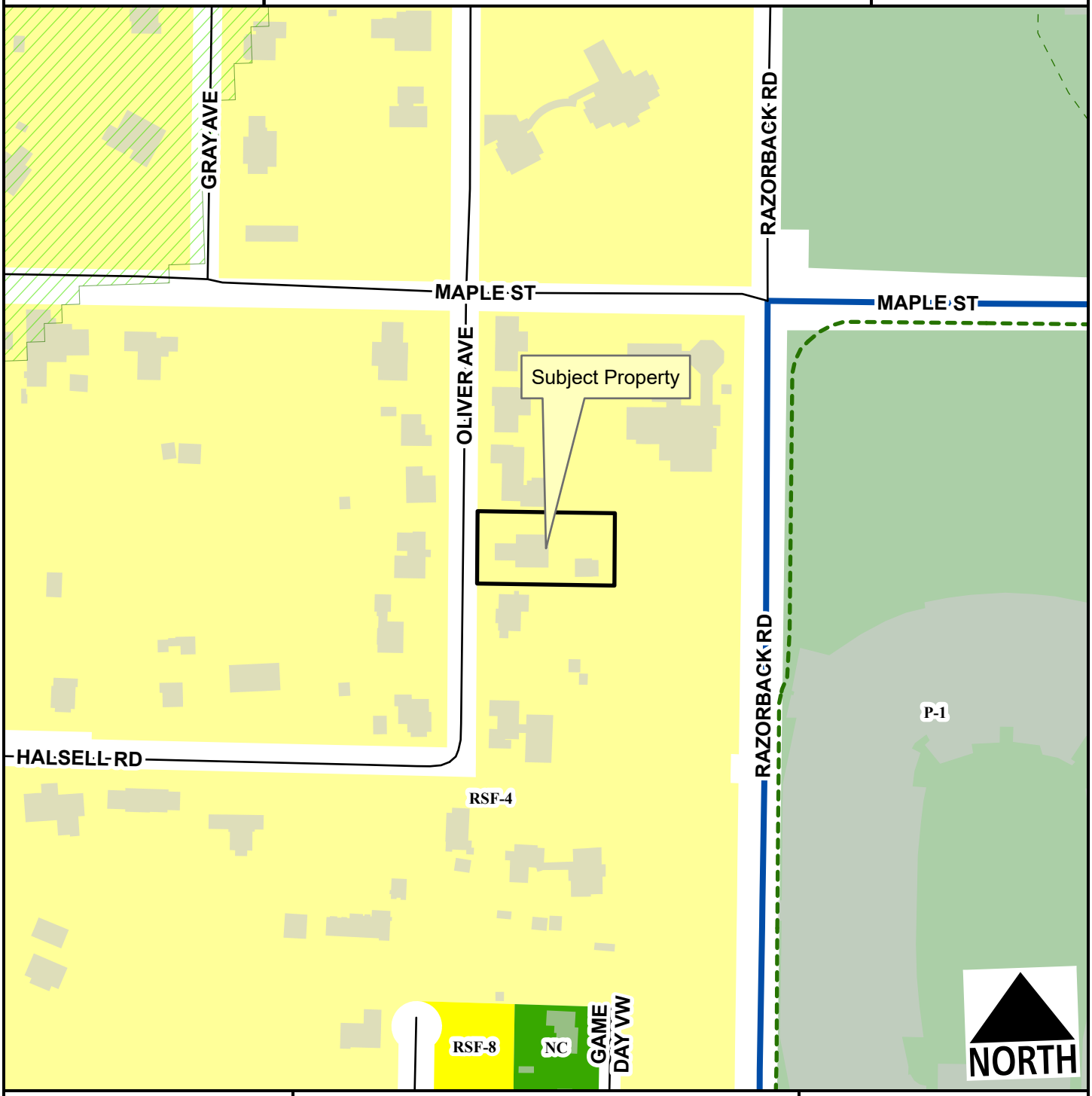
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

CUP-2023-0096

Close Up View

426 N. OLIVER AVE



Regional Link - High Activity
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits
Shared-Use Paved Trail
Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

RSF-4
RSF-8
Neighborhood Conservation
P-1

CUP-2023-0096

Current Land Use

426 N. OLIVER AVE

NORTH



- Institutional Master Plan
- Regional Link - High Activity
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

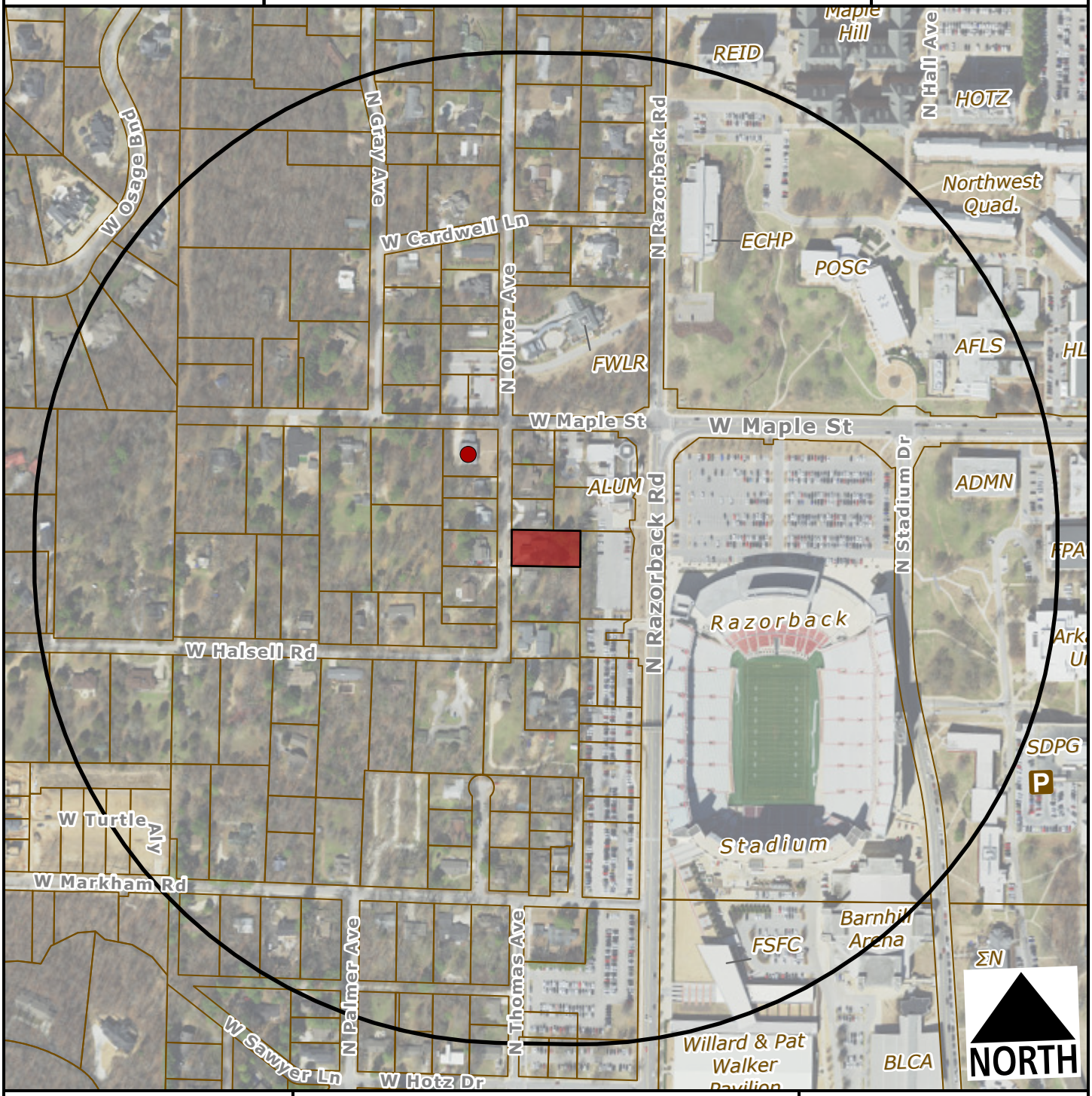
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CUP-2023-0096

STRs Within 1/4 Mile

426 N. OLIVER AVE



Subject Property

Short Term Rental, Type 2

Feet

0 200 400 800 1,200

1:4,800

Number of STR Licenses

Total 1

Wonsower, Donna

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Monday, September 11, 2023 8:45 AM
To: Wonsower, Donna
Cc: Sean V
Subject: Re: CUP-2023-0096 Staff Report
Attachments: IMG_7630.JPG

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

I don't believe the floor plan attachment was attached in the previous email with the pictures of our ADU. I attached it below. Sorry about that!

On Mon, Sep 11, 2023 at 8:43 AM Renee Gresham <greshamrenee@gmail.com> wrote:

> Hi Donna,
>
> See attached photos and rough floor plan drawing of our ADU. It sleeps 2-4 people. Please let me know if you need any other additional information on it.
>
> Thanks,
>
> Renee
>
> On Mon, Sep 11, 2023 at 8:20 AM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:
>
>> Good Morning,
>>
>> In reviewing the zoning violations for the report, the ADU page on AirBnB lists three bedrooms (8 guests) with photos included for this unit (see below screenshots).
>>
>> Regarding the parking, staff and the commission review whether the proposal can likely support the proposed number of guests without violating the ordinance. While it may be possible to host up to 14 guests within ordinance, we must evaluate whether the available parking is sufficient for the property (see below from Chapter 163.18). Staff determined that due to the high number of guests, the parking is likely insufficient for the demand.

Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

Website | Facebook | Twitter | Instagram | YouTube

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Friday, September 8, 2023 5:06 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Cc: Sean V <svollendorf@gmail.com>
Subject: Re: CUP-2023-0096 Staff Report

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

Hi Donna,

One question I do have is that it's stating the ADU and Main Dwelling can hold up to 18 people basing off of 3 bedrooms from the ADU and 4 from the main house. The ADU is only a studio that can sleep up to 4 people so I don't know where the 3 bedroom number came from?

The main house is correct as a 4 bedroom that can sleep 10 people for a total of 14. We would allow one car for the ADU and 3 for the main house which would be within the requirements of the 4 car maximum limit.

Can you please explain how this would violate the current parking codes?

Thanks,

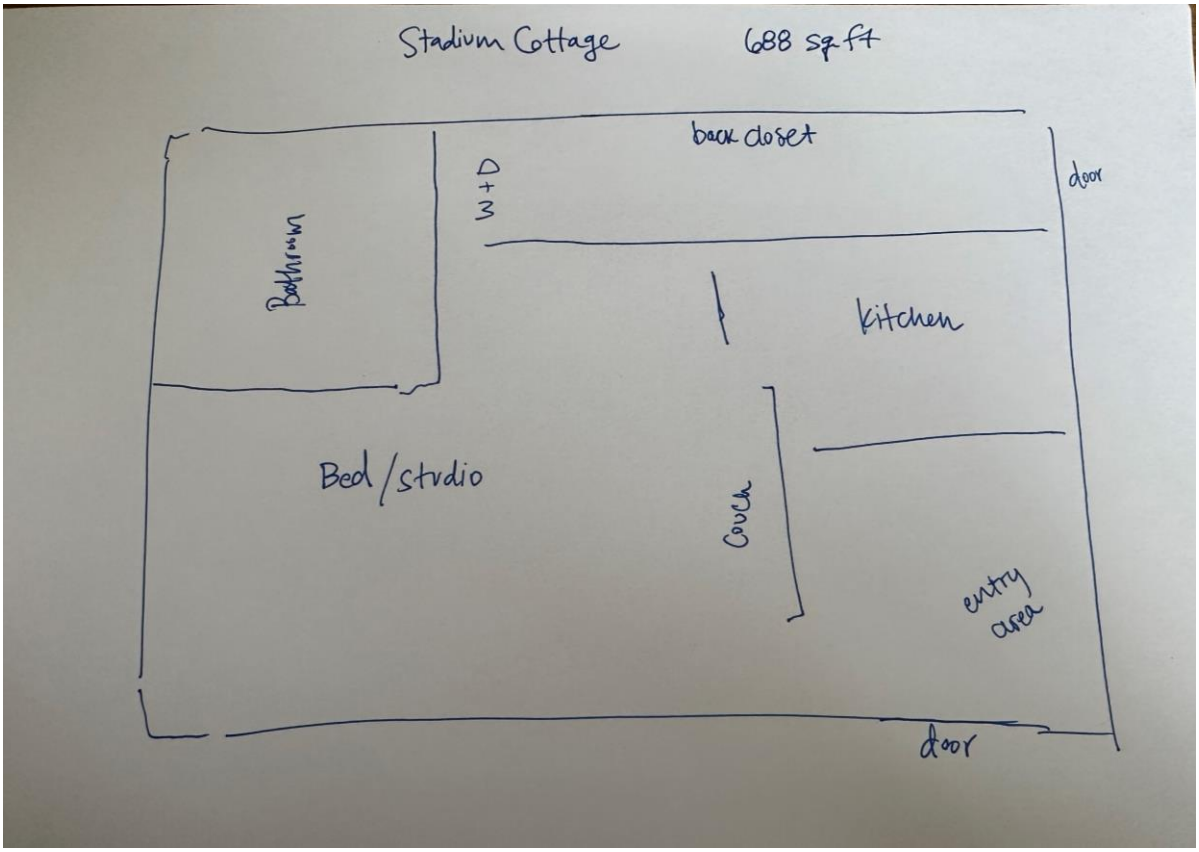
Renee

On Fri, Sep 8, 2023 at 4:36 PM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:

> Good Afternoon,
>
> See attached for staff's report for the meeting on Monday. We are recommending denial of the request due to the potential large number of guests and limited parking spaces. Please review the report and let us know if you have any questions.
>
> Best Regards,
>
> Donna Wonsower (she/her)
>
> Planner, Development Services
>
> 479-575-8358
>
> Website | Facebook | Twitter | Instagram | YouTube

Received 9/11/2023

Attachments from ADU Information Email



License Number: STR-0786-2023

- License cannot be printed at this time. License has not been issued.

License Details | Tab Elements | Main Menu

License Details

License Type:	Short-Term Rental Type 1	**District:**	U of A/Center of Fay	**Applied Date:**	07/25/2023
Issued By:	Administrator, EGSystem	**Period Start Date:**			
Status:	In Review	**Expiration Date:**	01/01/2999		
Description:	Cottage on Parcel of Land - Short Term Rental Property				

Business | Locations | Fees | Inspections | Attachments | Contacts | Classifications | More Info

More Info | First Tab | License Details | Main Menu

More Info

Top | Main Menu

Own or Lease STR Property	Own
Total Dwelling Units on Property	2
Dwelling Unit Type	Single Family Residential Cottage
Number of Bedrooms	1

Attachments from ADU Information Email
Received 9/11/2023















(H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

(1) Adequate parking infrastructure;

(2) Adequate adjoining or nearby streets for on-street parking;

(3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and

(4) Prior zoning or code violations.

(Ord. No. 6630, §5(Exh. B), 12-20-22)

Bedroom 1
Queen bed · Sofa bed



Bedroom 2
Queen bed



Bedroom 3
King bed



airbnb Start your search Airbnb your home

Razorback Stadium Views-Walk to Games & Campus

Superhost · Fayetteville, Arkansas, United States Share Save



Entire home hosted by Weekender Management

8 guests · 3 bedrooms · 4 beds · 3 baths

Self check-in
Check yourself in with the smartlock.

Weekender Management is a Superhost

$242 night

CHECK-IN	CHECKOUT
8/8/2023	8/14/2023

GUESTS
1 guest

CityClerk

From: Anna Broadaway <abroadaway@rmp.law>
Sent: Friday, October 13, 2023 11:35 AM
To: Jones, D'Andre; Moore, Sarah; Wiederkehr, Mike; Berna, Scott; Bunch, Sarah; Turk, Teresa; Hertzberg, Holly; CityClerk
Cc: Kasey Hicks; Bo Renner
Subject: Vollendorf CUP Appeal: CUP-2023-0096

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.

Councilmembers,

Good Morning. I represent Sean and Kim Vollendorf regarding their appeal of the Planning Commission's denial of their CUP request (CUP-2023-0096) to use their home at 426 N. Oliver as a Type-2 Short Term Rental. The Vollendorfs' appeal is scheduled to be heard before the Council at its October 17, 2023, meeting. In advance thereof, I wanted to provide the Council with electronic copies of the binders we will also be providing in paper form at the meeting.

That material is provided at the link below and includes, among other things, the property's rental history, proof of payment of all taxes, inspection approvals, proof of payment on license fees and four letters of support by neighbors. Of course, should you have any issues accessing the link, or have any questions at all, please do not hesitate to contact me. I look forward to seeing you all on Tuesday.

Vollendorf Appeal (10.17.2023)

Kind Regards,

Anna Broadaway *Attorney*

RMP LLP

5519 Hackett Street, Suite 300 | Springdale Arkansas 72762
PO Box 1788 | Fayetteville Arkansas 72702
Firm 479.443.2705 | Fax 479.443.2718
abroadaway@rmp.law | www.rmp.law

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Fayetteville City Council Meeting
October 17, 2023
Vollendorf Appeal of CUP Denial (2023-0096)

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CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: September 11, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **CUP-2023-0096: Conditional Use Permit (426 N. OLIVER AVE/HOGTAILING HOLDINGS LLC, 482):** Submitted by SEAN VOLLENDORF for property located at 426 N. OLIVER AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 0.40 acres. The request is to use the residence as a short-term rental.

RECOMMENDATION:
Staff recommends denial of **CUP-2023-0096**.

Additional information received after final packet created. Documents included at the end of the packet. Corrected bedroom count included in staff presentation.

RECOMMENDED MOTION:
*"I move to deny **CUP-2023-0096**.*

BACKGROUND:
The subject property is located in central Fayetteville approximately 200 feet west of Razorback Stadium. The property is zoned RSF-4 and is not part of any zoning overlays. It totals approximately 0.40 acres and has been developed with a 2,502 square foot, four-bedroom single-family structure and a 688 square foot, ~~three~~ one-bedroom accessory dwelling unit, both constructed in 1969.

On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
South	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
East	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
West	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre

City Plan 2040 Future Land Use Designation: **Residential Neighborhood.**

Proposal: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: Staff has not received any public comment regarding this request.

RECOMMENDATION: Staff recommends denial of **CUP-2023-0096.** If approved, staff recommends the following conditions;

Conditions of Approval:

1. **Planning Commission determination of compatibility.** *Staff finds the proposed short-term rental to be compatible with the neighborhood based on the findings in this report;*

2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.

3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.

4. Per ordinance, the number of occupants is limited to a maximum of two people per bedroom, plus two, for the entire unit when the property is operated as a short-term rental.

5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.

6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

7. All trash receptacles shall be screened from view of the right-of-way.

8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.

9. Any signage shall meet the requirements as outlined in §174, Signage.

10. Per 120.02(A), the owners of only short-term rentals shall be required to designate and register their Landlord's Representative into the Landlord's Representative Registry.

11. The main dwelling may not be rented simultaneously as the accessory dwelling unit.

PLANNING COMMISSION ACTION:	Required YES		
Date: September 11, 2023	❒ Tabled	❒ Approved	☑ Denied
Motion:	Motion to Approve GARLOCK	Motion to Table to 9/25 WINSTON	Motion to Approve (Striking condition 11) WINSTON
Second:	None	GARLOCK	PAYNE
Vote:	Motion died for lack of a second	1-7-0 (Superceded Previous Motion. Failed on vote)	4-4-0 (Motion Failed for lack of majority)

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.

2. Decide such questions as are involved in determining whether a conditional use should be granted; and,

3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or

4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. Procedures. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-4 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in

the application to grant the conditional use; and

Finding: **The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit.**

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: **Staff finds that granting the requested conditional use is unlikely to negatively affect the public interest, given the applicable business license requirements including a required building safety inspection, and applicable density caps on Type 2 short-term rentals.**

(c.) The Planning Commission shall certify:

(1.) Compliance with the specific rules governing individual conditional uses; and

Finding: **There are specific rules governing Short-Term Rentals, as follows:**

§163.18 - SHORT-TERM RENTALS

A. **Residential Zoning Districts.** Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: **The request is to operate a Type 2 Short-Term Rental, Use Unit 46, in RSF-4 zoning, which requires a conditional use permit.**

B. **Occupancy.** Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: **Occupancy is limited as described in UDC §163.18(A)(3). Occupancy limitations are confirmed by the applicant during licensing. The ADU may host up to ~~8~~ guests per ordinance (~~three~~ bedrooms) and the main dwelling may host up to an additional ten guests (four bedrooms), for up to ~~18~~ allowed guests. The ADU is currently being permitted separately as a Type 1, with only the main dwelling unit under consideration with this application.**

Additional information received after final packet created. One bedroom within ADU (four guests) for a total of 14 potential guests

C. **Parking.** Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: **Staff recommends parking is limited as described in UDC §163.18(A)(4). For single-family structures parking is required to be provided at a rate of two vehicle spaces per dwelling unit. Accessory dwelling units of less than 800 square feet are not required to provide on-site parking. According to the**

applicant the main dwelling unit has four bedrooms, with up to four parking spaces permitted outside by ordinance. There is also a carport that could hold an additional two vehicles.

D. Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: **The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.**

E. Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

Finding: **The application is for use of the property at 426 N. Oliver Ave. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.**

F. **Exceptions.** Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: **Type 2 short-term rentals are subject to a citywide density cap at 475 business licenses. As of September 6, 2023, the City had issued 395 Type 2 short-term rental licenses. Granting a CUP for this location would entitle the applicant to apply for a business license, but does not guarantee its approval. No exceptions are being requested.**

G. Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: **This short-term rental would be subject to all codes in Business Regulations §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.**

H. Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1. Adequate parking infrastructure;

2. Adequate adjoining or nearby streets for on-street parking;

3. Frequency or concentration of nearby licensed Type 2 short-term rentals; and

4. Prior zoning or code violations.

Finding:

Additional information received after final packet created. One bedroom within ADU (four guests) for a total of 14 potential guests

Staff finds there is inadequate parking infrastructure to support the use of the property for both the main dwelling and the ADU as short-term rentals. The main dwelling has a carport that could hold up to two vehicles and a property may only park up to four vehicles outside per ordinance. The ADU may host up to ~~8~~ guests per ordinance (~~three~~ bedrooms) and the main dwelling may host up to an additional ten guests (four bedrooms), for up to ~~18~~ allowed guests. No additional parking is permitted on N. Oliver Ave. as the street is signed for no parking. City business license records indicate one (1) other unit within a quarter-mile radius of the property has an active Type 2 short-term rental business licenses.

A type-2 short term-rental application was requested by the current property owner on July 30, 2021. Multiple stages of the process were completed, including a life safety inspection and planning review; however, a business license was denied due to incomplete information. The short-term rental was opened in violation of ordinance and has been operation continuously since 2021. Initial zoning violations were opened on April 27 and May 1, 2023 for operating the main structure and ADU without a business license and a notice of violation was sent to the applicant with instructions to cease operations until a business license was received. A duplicate zoning violation was issued on August 7, 2023 for continuing to operate the short-term rentals in violation of the ordinance.

§163.02. AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding:

Additional information received after final packet created. One bedroom within ADU (four guests) for a total of 14 potential guests

Access to property is from N. Oliver Ave., a narrow street signed for no on-street parking. Staff finds the proposal will likely adversely affect traffic flows considering the use of the property would be limited to a maximum of 10 guests for the main dwelling and ~~8~~ guests for the ADU if both are approved, which would be out of character with use of the property for residential purposes.

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: **Two vehicles may park within an existing carport. The applicant proposes parking within the circle driveway, which would be limited to a maximum of four vehicles per ordinance.**

(c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: **The applicant proposes typical residential trash cart service rather than dumpster service. Staff recommends storage of the containers should be screened from public view when not at the curb for residential pick-up.**

(d.) Utilities, with reference to locations, availability, and compatibility;

Finding: **Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.**

(e.) Screening and buffering with reference to type, dimensions, and character;

Finding: **Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.**

(f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: **Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.**

(g.) Required yards and other open space; and

Finding: **Based on the applicant's submittal, the structure is meeting relevant setbacks.**

(h.) General compatibility with adjacent properties and other property in the district.

Finding: **Staff finds the use to be incompatible with the surrounding properties. The proposed intensity of both the ADU and main dwelling as a short-term rental is likely to be a major impact to the surrounding neighborhood, particularly given the limited on-site parking and narrow surrounding streets.**

(i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: **Staff finds the proposed use to be somewhat incompatible with the City's adopted land use, transportation, and other strategic plans since short-term rentals do not clearly support any of the goals identified in those plans. However, there are safeguards in place that limit how short-term rentals operate to ensure that the City can still meet those goals, including a citywide density cap of 475 units and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.**

BUDGET/STAFF IMPACT:
None

Attachments:

- Business Regulations
  - §118.01 Applicability
- Unified Development Code
  - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
  - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre
- Applicant Request Letter
- Site Plans
- Building Floor Plan
- Elevations
- Zoning Violation Reports
- One Mile Map
- Close-Up Map
- Current Land Use Map
- STRs Within ¼ Mile Map

* Additional Information Received after Packet Creation

118.01 Applicability

(E) *Short-Term Rentals.* A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.

(1) *Short-Term Rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.

(2) *Short-Term Rental, Type 2.* A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property. A conditional use permit is required for a Type 2 short-term rental in a residential zoning district prior to the city issuing a business license.

(3) *License Required.* No dwelling unit in the city shall be used as a short-term rental unless:

(a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
(b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
(c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.

(4) A separate business license shall be required for each dwelling unit used as a short-term rental.

(5) Any change in ownership requires a new or amended business license.

(6) If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.

(7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:

(a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
(b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
(c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
(d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
(e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
(f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
(g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.

(8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).

(11) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:

(a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.
(b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.
(c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.

(10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate

compliance with this section. For the purposes of these regulations, 'availability' means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.

(11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the City upon request.

(12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.

(13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.

(14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.

(15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).

(16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of 2% of all dwelling units in the Fayetteville city limits may be utilized as Type 2 rentals. Total dwelling units are determined from current United States Census Bureau and/or American Community Survey numbers, whichever number is higher. A conditional use permit may not permit:

(a) More Type 2 short-term rentals than what is allowed by the city-wide density cap. Type 2 short-term rentals in commercial and mixed-use zoning districts where hotel/motels are permitted by right shall not contribute to the city-wide density cap.
(b) More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.
(c) Individual 2-, 3- and 4-family buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.
(d) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.

(17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.

(18) Short-term rentals must comply with all applicable codes under Unified Development Code §163.18 and § 164.26 successfully obtain a business license prior to operation.

(Ord. No. 6427 , §§1(Exh. A), 2, 4-20-21; Ord. No. 6505 , §1(Exh. A), 11-16-21; Ord. No. 6521 , §§1, 2, 1-18-22; Ord. No. 6537 , §1(Exh. A), 2-15-22)

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

(A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

1) R-A
2) RSF-.5

3) RSF-1
4) RSF-2
5) RSF-4
6) RSF-7
7) RSF-8
8) RSF-18
9) RI-12
10) RI-U
11) RMF-6
12) RMF-12
13) RMF-18
14) RMF-24
15) RMF-40
16) NC

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

(B) *Occupancy.* Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

(C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

(D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

(E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

(F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

(G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

(H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1) Adequate parking infrastructure;

2) Adequate adjoining or nearby streets for on-street parking;

3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and

4) Prior zoning or code violations

(Ord. No. 6427 , §§1(Exh. E), 2, 4-20-21; Ord. No. 6505 , §2(Exh. B), 11-16-21; Ord. No. 6537 , §2(Exh. B), 2-15-22)

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (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, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

APPLICANT REQUEST LETTER

Please see attached Site Plan with detailed images of parking. The Main House has a very large circle driveway that can easily fit multiple cars. The far right side of the driveway when looking at the house from the street has a long drive leading down to the cottage. For any overlapping stays we would ask that the main house guests keep the far right side clear for the cottage guests. The cottage would allow 1 parking spot down the straight part of the driveway , and the main house up to 3 parking spots around the circle driveway. The total occupancy for the main house would be 10 people and the cottage allows 2-4 people. So the most occupants on the property combined would be 14 people.

A) Roughly 3,190 Sq Ft

B) The Exterior of the House is a Light Brown color

C) Zero Off-Street Parking spaces would be utilized. Our circle driveway on the property can comfortably hold around 6 cars.

D) There is outdoor lighting at the entry way, and on the back patio/decks

E) We do not allow parties at our property. The only noise would come from tailgating on game days (which would be hard to avoid short term rental or not on game day with a property right behind the stadium!)

F) We have a tall fence on each side that separates our property from the adjacent properties.

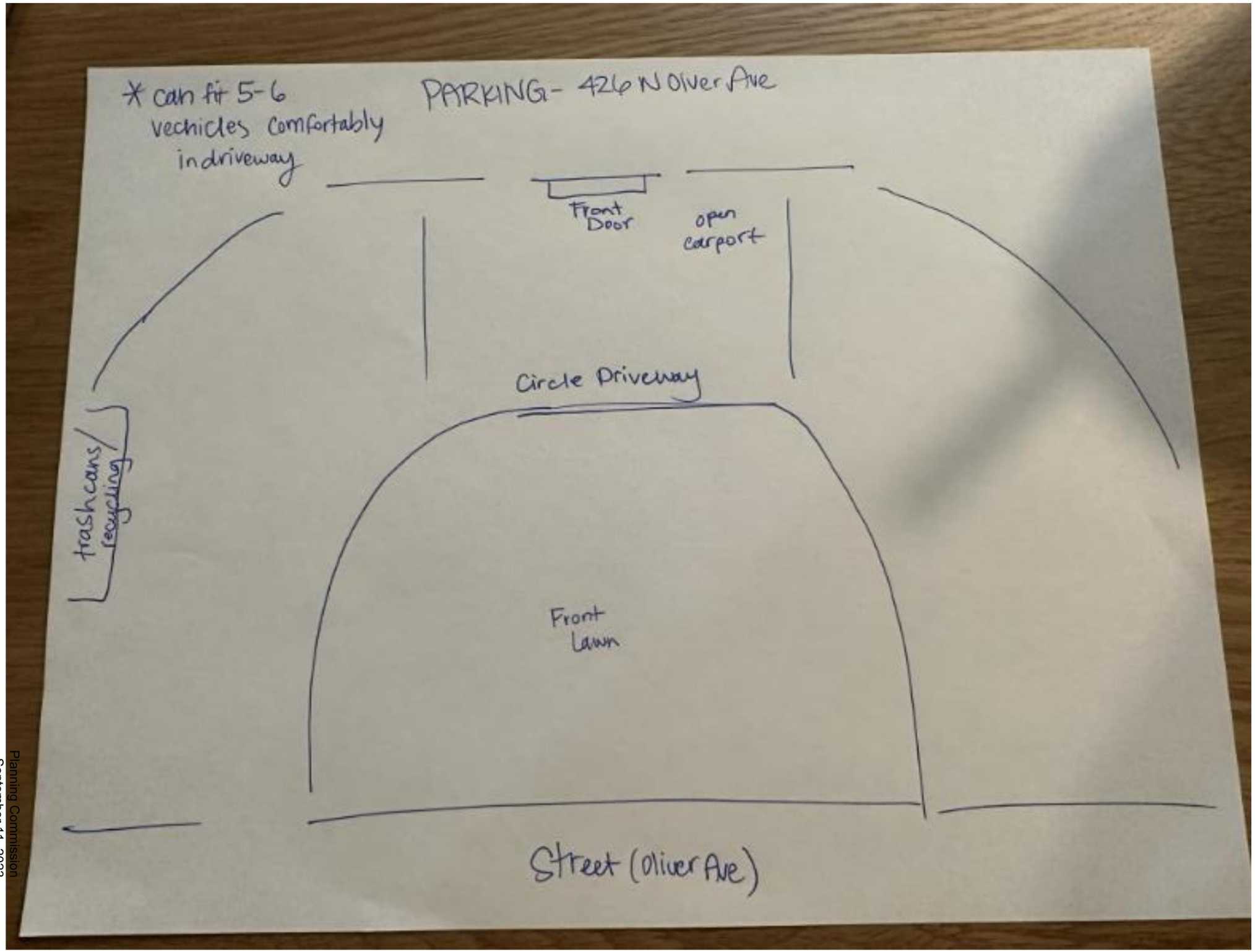
G) We have Trash service with the city that comes once a week. We have 3 Large trash bins to have ample room for trash so that it is not unsightly to any passerby. Our trash cans are on the side of our house by a fence off the circle drive out of the way. A few large plants/trees block the view of the trash from the street.

H) The property is easily accessibly by the circle drive on the property. There would be no traffic impacts as the only parking provided would be in the circle driveway on the property.

I) We have loved being able to host out of town guests through out the year on our property that lies within walking distance to the University of Arkansas campus. It has been a prime location for New Student Orientations, Parent Visits, Sporting Events, etc.


KING INVESTMENTS OF FAYETTEVILLE LLC
MORSTAD, PAUL J & LISA RAE
UNIVERSITY OF ARKANSAS
Table of Contents
Selection
Circle Drive Main House Parking
N OLIVER AVE
Main House
426
GTAILGATING HOLDINGS LLC
FAYETTEVILLE GRP LLC
Long Driveway to Cottage
Cottage
UNIVERSITY OF ARKANSAS
MCKINNEY, HAROLD & HELEN REVOCABLE TRUST
ALLEN, EARL
420


426 N Oliver Ave, Fayetteville, A
437 N Oliver Ave
Fayetteville, Arkansas
Google Street View
Jul 2019
See more dates
Main House
Cottage
Circle Drive
Long Drive down to cottage
W Maple S
Donald W. Reynolds Razorback Stadium
Stadium Dr
Google

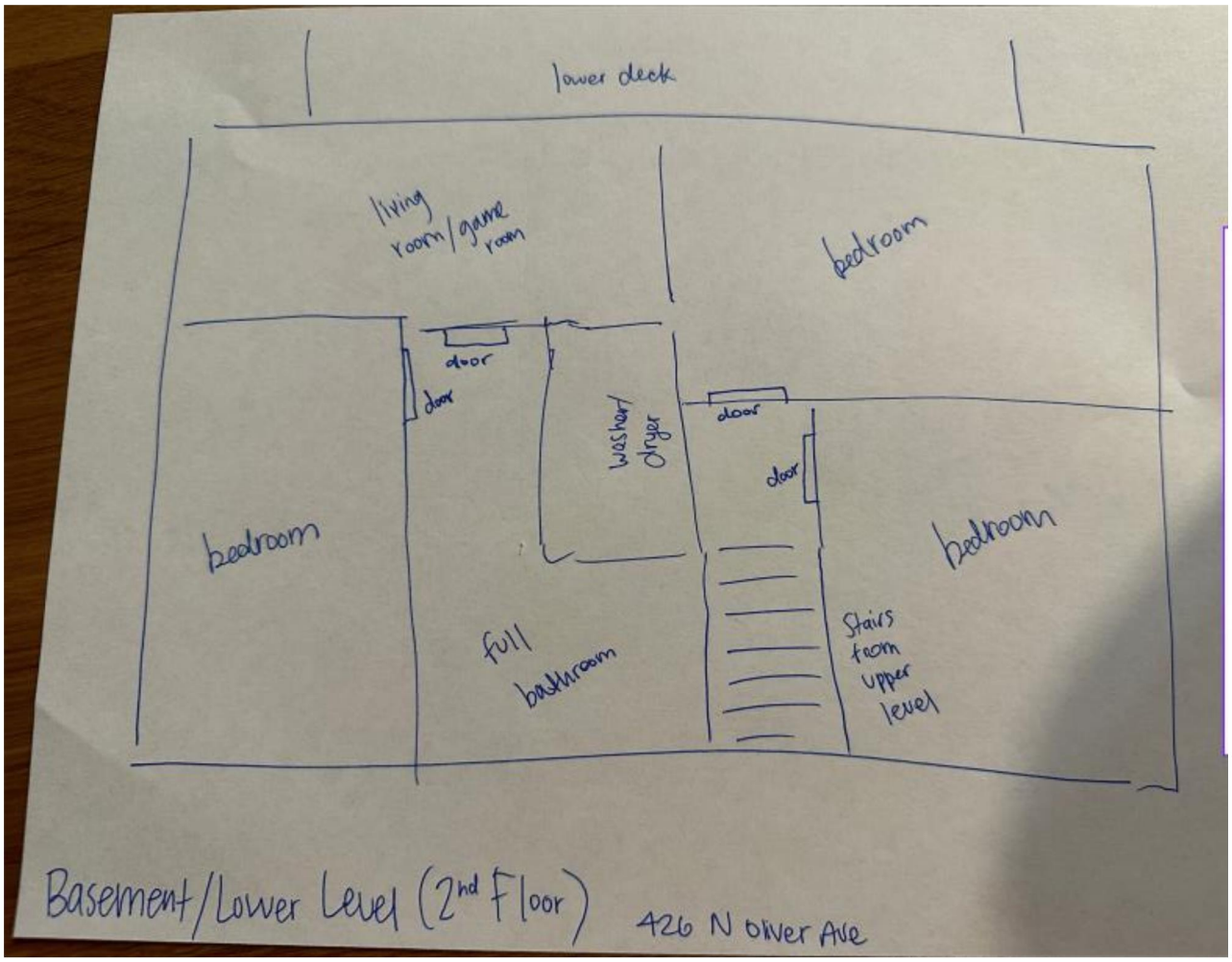

* can fit 5-6 vechicles comfortably in driveway
PARKING- 426 N Oliver Ave
Front Door
open carport
Circle Driveway
trash cans/ recycling
Front Lawn
Street (Oliver Ave)

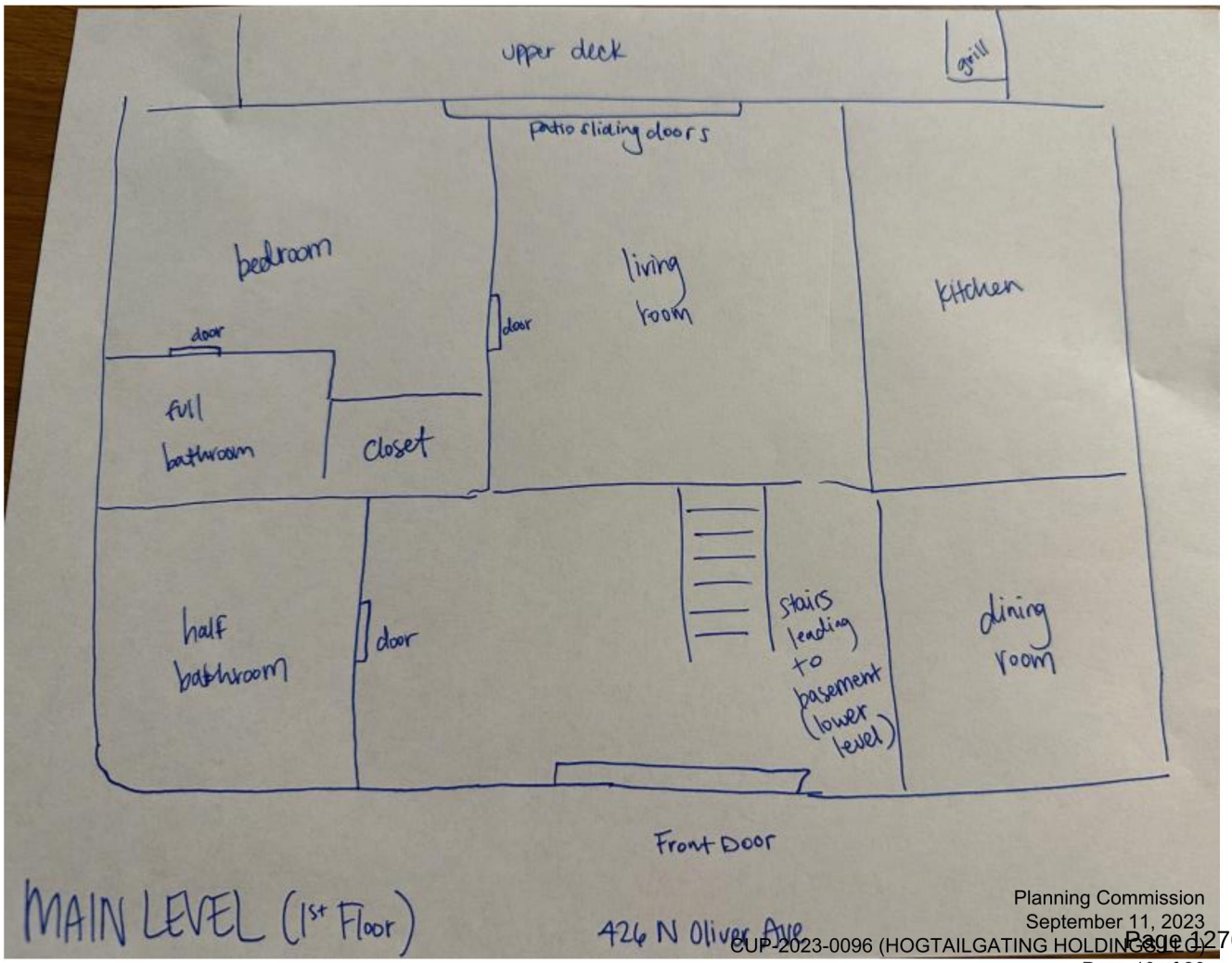









lower deck
living room/game room
bedroom
door
door
washer dryer
door
door
bedroom
bedroom
full bathroom
Stairs from upper level
Basement/Lower Level (2nd Floor)
426 N Oliver Ave


upper deck
grill
Patio sliding doors
bedroom
door
door
living room
kitchen
full bathroom
closet
half bathroom
door
stairs leading to basement (lower level)
dining room
Front Door
MAIN LEVEL (1st Floor)
426 N Oliver Ave

CITY OF FAYETTEVILLE ARKANSAS

CODE CASE DETAILED REPORT CVZD-2023-0320 FOR CITY OF FAYETTEVILLE

Case Type:	Zoning/Development	**Project:**		**Opened Date:**	05/01/2023
Status:	In Progress	**District:**	Default	**Closed Date:**	NOT CLOSED
Assigned To:	Bliss Hyke	**Description:**	PZ200 PZ320 PZ340 PZ300 | The address of 426 N Oliver has two dwellings on the property (The main house- “The Stadium House” and the ADU unit “The Stadium Cottage”) with active AirBnB’s ran out of both. They had applied for one STR (STR-000817-2021) which was denied due to lack of documents to Katie Moore. So they would need to apply for two STR’s and a CUP for the main house. FYI: The CUP in the message below was approved on Monday for the neighbor’s house.		

Parcel: 765-14494-000 Main	**Address:** 426 N Oliver Ave Main Fayetteville, AR 72701	**Zone:** RSF-4 (RSF-4)

Owner	**Owner**
Sean Vollendorf	Sean Vollendorf
9 E Caroline Ln Tempe, AZ 85284	9 East Caroline Lane E Caroline Ln Tempe, AZ 85284
Business: 4792839694	Business: 4792839694
Mobile: (479) 283-9694	Mobile: (479) 283-9694

CODE CASE DETAILED REPORT (CVZD-2023-0320)

Note	Created By	Date and Time Created
1. designated agent contacted office. i emailed application instructions and noted that main house would need type 2 application, cottage would need type 1. CUP also needs to be applied for this kind of license.	Kimberly McGuire	5/1/2023 3:42 pm
2. still have not received an application for this property. do not see it listed on any rental websites. sending email to get status on if owner still wants to pursue STR.	Kimberly McGuire	6/30/2023 11:54 am
3. Hi Kimberly, We have been working on gathering what is needed for the CPU permit first after getting more direction from their office. Once we have that we will start the application process over. Thanks, Renee	Kimberly McGuire	6/30/2023 1:28 pm
4. STR-0785-2023 & STR-0786-2023	Kimberly McGuire	7/26/2023 10:49 am
5. Property Advertised on AirBNB	Donna Wonsower	8/7/2023 10:27 am
6. sent email to property owner and designated agent, see files	Kimberly McGuire	8/7/2023 1:54 pm
7. Property owner email dated 8/8/23 states that Airbnb listings for both main house and ADU were taken down. Confirmed.	Kimberly McGuire	8/8/2023 3:54 pm
8. Initial application for STR type 2 was submitted 7/27/21 and denied 7/21/22. Internal notes state that there was not enough information provided by applicant to continue processing application for issuance despite attempts to contact owner.	Kimberly McGuire	8/8/2023 3:55 pm
9. CVZD-2023-0312 PZ320 Request Category: Permitting. This is an unlicensed short term rental. It is not on the city's development economic and development services page as being a licensed STR. But it is on Air Bnb listed as two different properties. \"The Stadium House\" and \"The Stadium Cottage\". \n\nhttps://www.airbnb.com/rooms/10948395?source_impression_id=p3_1682609075_PJ8GfXGsEz0SBgRL\u0026modal=PHOTO_TOUR_SCROLLABLE\n\nhttps://www.airbnb.com/rooms/720928942702662378?adults=2\u0026children=0\u0026enable_m3_private_room=false\u0026infants=0\u0026location=Fayetteville%2C%20AR\u0026pets=0\u0026check_in=2023-05-12\u0026check_out=2023-05-19\u0026federated_search_id=5f9d3ce0-5f3b-4b67-bff8-ee0dbecffe97\u0026source_impression_id=p3_1682608938_0hzNJ96LRrxTShYE\u0026modal=PHOTO_TOUR_SCROLLABLE\n\nPlease review and check out this information.	Bliss Hyke	8/23/2023 2:49 pm
10. CVZD-2023-0490 pz320 - Complaint states that they continue to operate and advertise without a CUP/STR. (case is redundant to CVZD-2023-0320)	Bliss Hyke	8/23/2023 2:49 pm
11. CUP-2023-0096 FOR THE MAIN HOUSE.	Bliss Hyke	8/23/2023 3:44 pm

Activity Type	Activity Number	Activity Name	User	Created On
Notice of Violation Tracking	PRE-0397-2023		Kimberly McGuire	05/02/2023
Other Activity	ACT-1123-2023		Bliss Hyke	08/23/2023

Violation Code: 161.02 - Operating without a Business License
Violation Status: In Violation
Citation Issue Date: 05/02/2023
Code Description: Operating without a Business License
Compliance Date:
Resolved Date:

Corrective Action: Cease non-compliant activity or receive business license approval.

CITY OF FAYETTEVILLE ARKANSAS

CODE CASE DETAILED REPORT CVZD-2023-0490 FOR CITY OF FAYETTEVILLE

Case Type:	Zoning/Development	**Project:**		**Opened Date:**	08/07/2023
Status:	Escalated - Planning	**District:**	Default	**Closed Date:**	NOT CLOSED
Assigned To:	Bliss Hyke	**Description:**	pz320 - Complaint states that they continue to operate and advertise without a CUP/STR. (case is redundant to CVZD-2023-0320)		

Parcel: 765-14494-000 Main	**Address:** 426 N Oliver Ave Main Fayetteville, AR 72701	**Zone:** RSF-4 (RSF-4)

Wonsower, Donna

From: Sean V <svollendorf@gmail.com>
Sent: Tuesday, August 8, 2023 3:36 PM
To: McGuire, Kimberly
Cc: greshamrenee@gmail.com; Wonsower, Donna; Bertram, Becca; Masters, Jessica
Subject: Re: 426 N Oliver Ave. | Advertising without Business License

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

Hi Kimberly,

I spoke with Donna yesterday and she was super helpful. She even stayed on the phone with me past 5pm, which I greatly appreciated. Too kind. Thank you, Donna!

We have operated this short term rental in compliance from day one, so I'm disappointed that we forgot to take care of the business license this year. That's my fault completely. We usually are in response mode and get on things quickly as we receive requests by email and/or snail mail, but we understand that there isn't communication that goes out to remind us of renewing the business license.

I apologize. It certainly wasn't our intention to operate without a business license. I think you'll see our commitment to the city as we were one of the very early short term rentals to pay taxes to the city.

As of this last night, we have taken our listings down (both the main house and the ADU) from all online listing platforms. Of course, we hate to do so because it will result in lost revenue, and it scares us b/c we have a significant mortgage payment, but we have always endeavored to be in full compliance and this situation is no different.

Thank you all so much for your help on the phone and by email on this issue. We appreciate it.

Sean Vollendorf

On Mon, Aug 7, 2023 at 11:52 AM McGuire, Kimberly <kmcguire@fayetteville-ar.gov> wrote:

> Good afternoon Renee,
>
> It was brought to my attention that the subject property is still being advertised as a short-term rental on Airbnb, both the main house and ADU. City ordinance states that you are not to operate *or* advertise until your business license is issued. For your convenience, I have included a copy of City Ordinance regarding business licensing and highlighted the sections that are relevant.

The city planner assigned to review your application informed me that your CUP hearing will be Sept. 11, and if the property is not in compliance, the chances of your application being denied are high. Please be aware that the Code Compliance Violation case opened on 5/1/23 is still open and will remain so until your business license is issued and the STRs are operating within compliance.

Thank you,

Kimberly McGuire *(she/her)*

Business License Clerk

Development Services

City of Fayetteville, Arkansas

Office: 479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

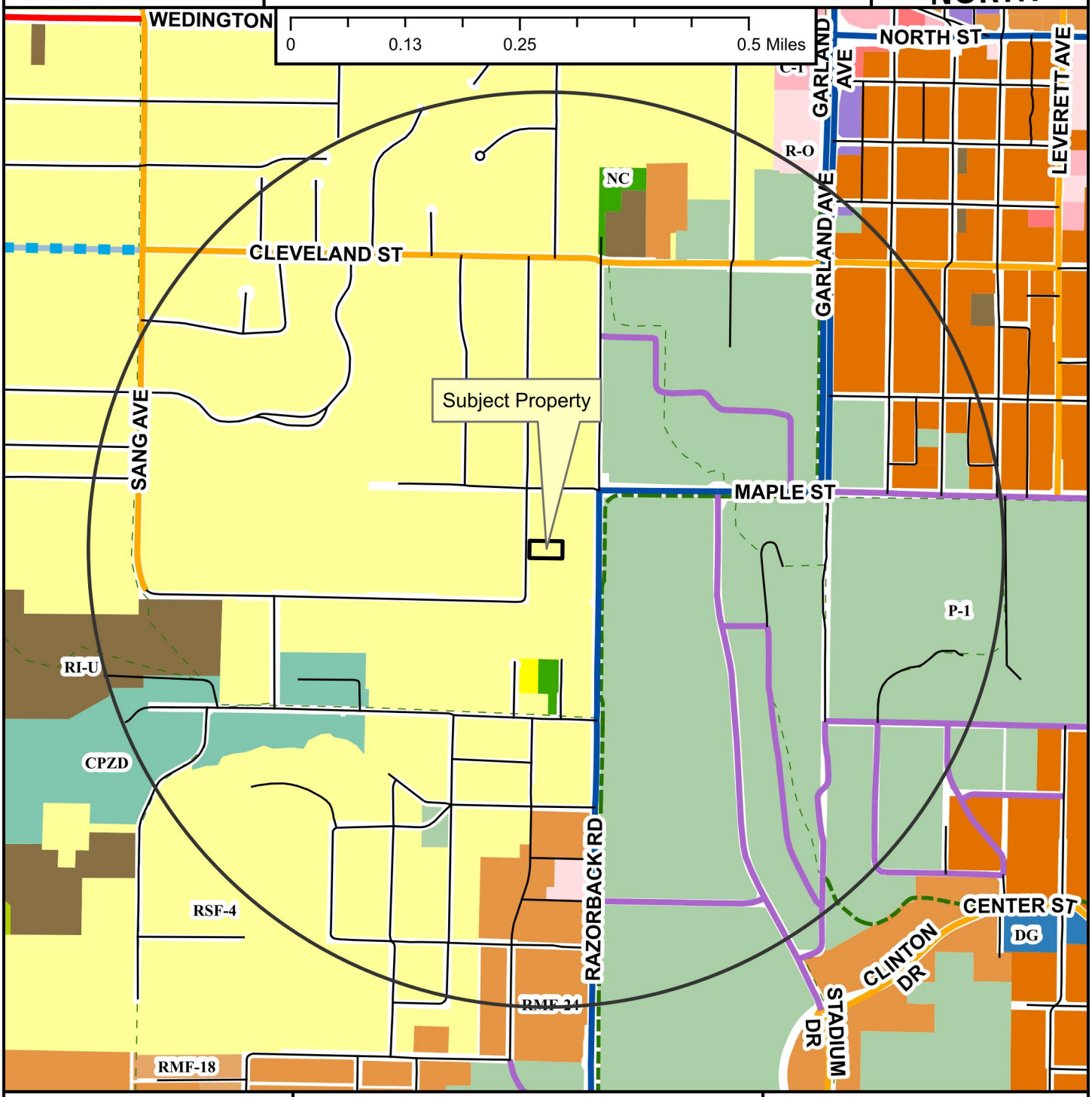


CUP-2023-0096

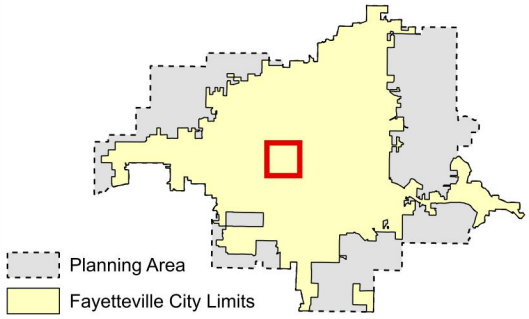
One Mile View

426 N. OLIVER AVE

NORTH



Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

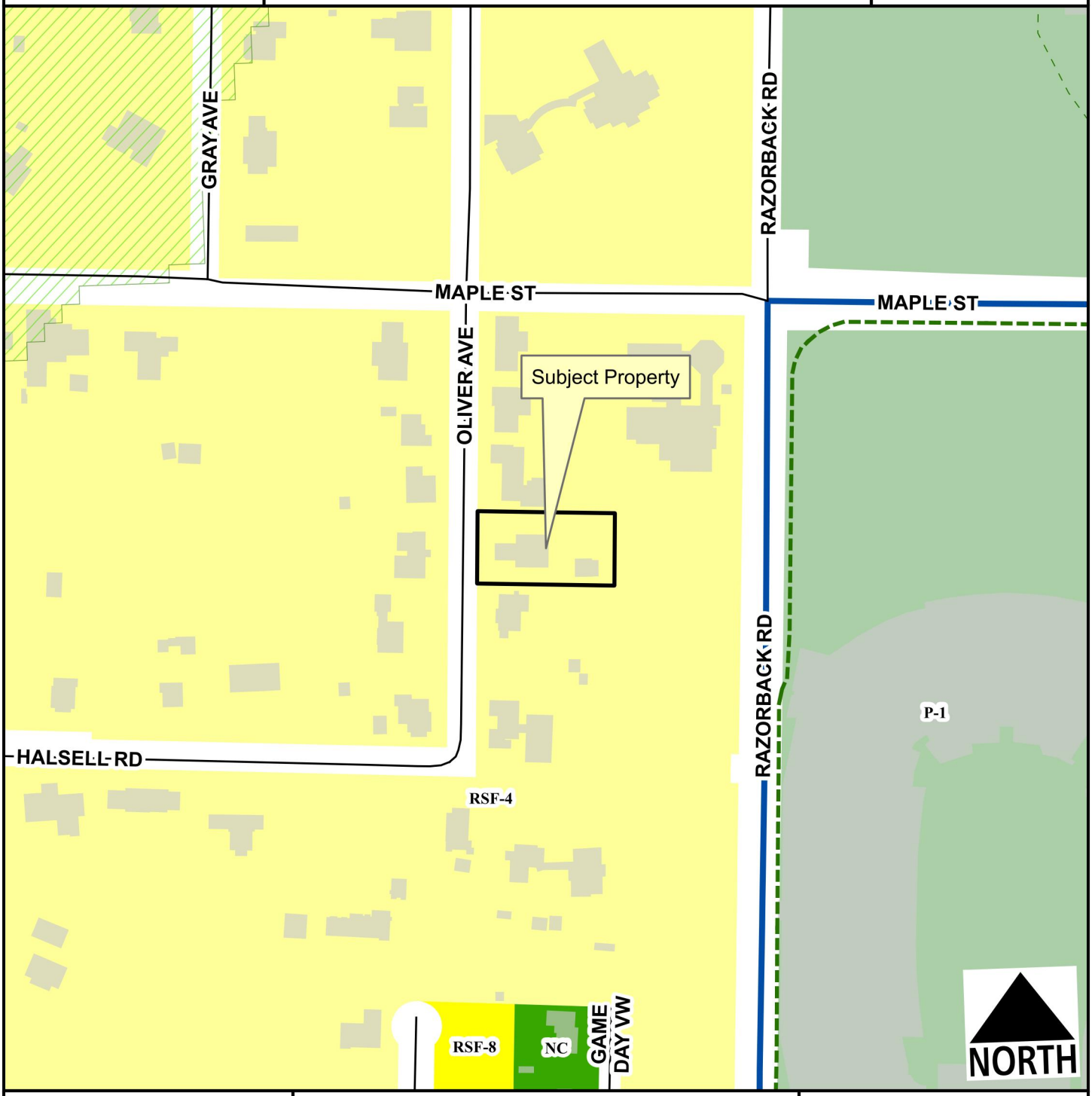
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

CUP-2023-0096

Close Up View

426 N. OLIVER AVE



- Regional Link - High Activity
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

- RSF-4
- RSF-8
- Neighborhood Conservation
- P-1

CUP-2023-0096

Current Land Use

426 N. OLIVER AVE

NORTH



- Institutional Master Plan
- Regional Link - High Activity
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

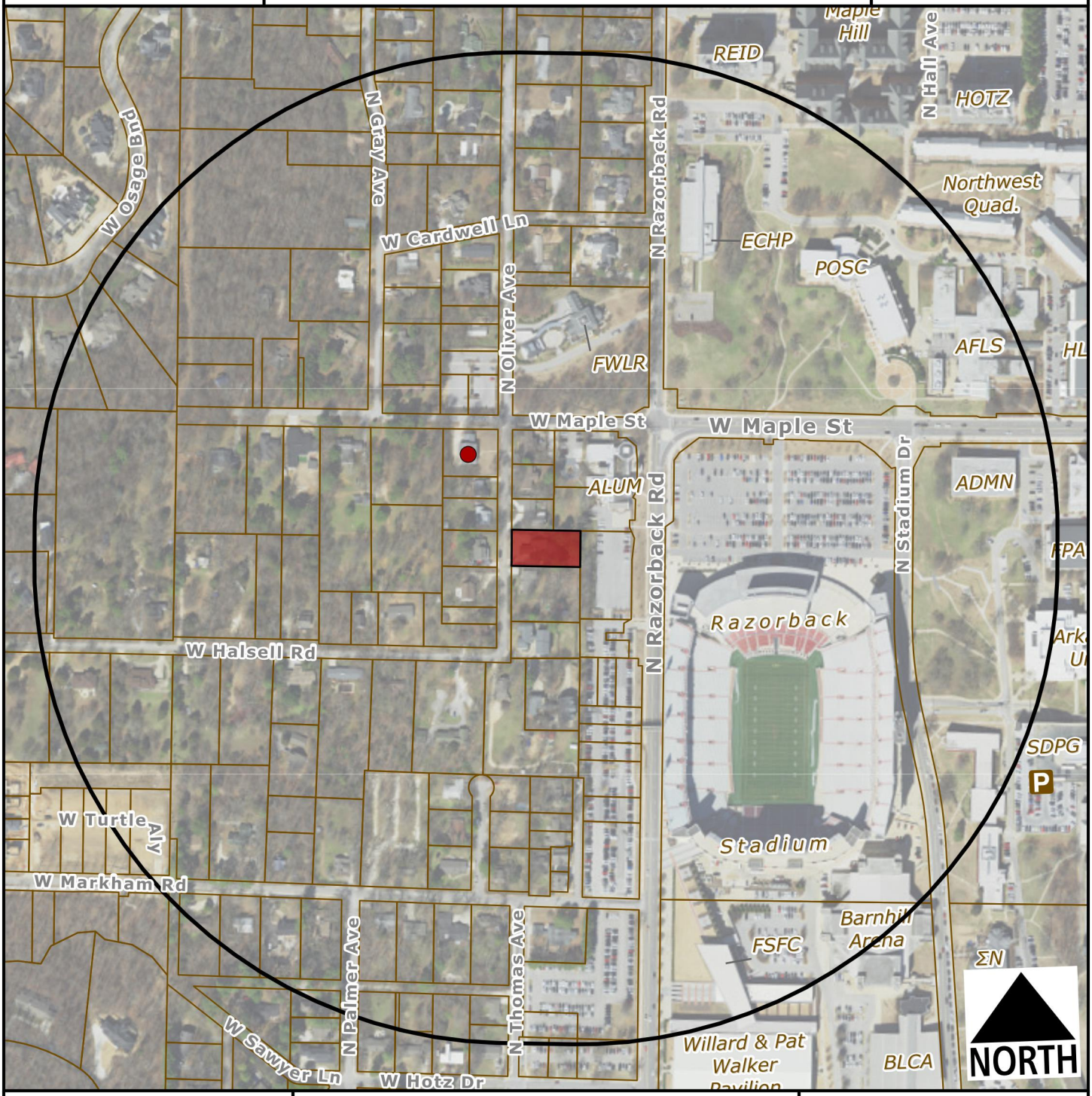
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CUP-2023-0096

STRs Within 1/4 Mile

426 N. OLIVER AVE



Subject Property

Short Term Rental, Type 2

Feet

0 200 400 800 1,200

1:4,800

Number of STR Licenses

Total 1

Wonsower, Donna

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Monday, September 11, 2023 8:45 AM
To: Wonsower, Donna
Cc: Sean V
Subject: Re: CUP-2023-0096 Staff Report
Attachments: IMG_7630.JPG

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

I don't believe the floor plan attachment was attached in the previous email with the pictures of our ADU. I attached it below. Sorry about that!

On Mon, Sep 11, 2023 at 8:43 AM Renee Gresham <greshamrenee@gmail.com> wrote:

> Hi Donna,
>
> See attached photos and rough floor plan drawing of our ADU. It sleeps 2-4 people. Please let me know if you need any other additional information on it.
>
> Thanks,
>
> Renee
>
> On Mon, Sep 11, 2023 at 8:20 AM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:
>
>> Good Morning,
>>
>> In reviewing the zoning violations for the report, the ADU page on AirBnB lists three bedrooms (8 guests) with photos included for this unit (see below screenshots).
>>
>> Regarding the parking, staff and the commission review whether the proposal can likely support the proposed number of guests without violating the ordinance. While it may be possible to host up to 14 guests within ordinance, we must evaluate whether the available parking is sufficient for the property (see below from Chapter 163.18). Staff determined that due to the high number of guests, the parking is likely insufficient for the demand.

Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

Website | Facebook | Twitter | Instagram | YouTube

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Friday, September 8, 2023 5:06 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Cc: Sean V <svollendorf@gmail.com>
Subject: Re: CUP-2023-0096 Staff Report

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

Hi Donna,

One question I do have is that it's stating the ADU and Main Dwelling can hold up to 18 people basing off of 3 bedrooms from the ADU and 4 from the main house. The ADU is only a studio that can sleep up to 4 people so I don't know where the 3 bedroom number came from?

The main house is correct as a 4 bedroom that can sleep 10 people for a total of 14. We would allow one car for the ADU and 3 for the main house which would be within the requirements of the 4 car maximum limit.

Can you please explain how this would violate the current parking codes?

Thanks,

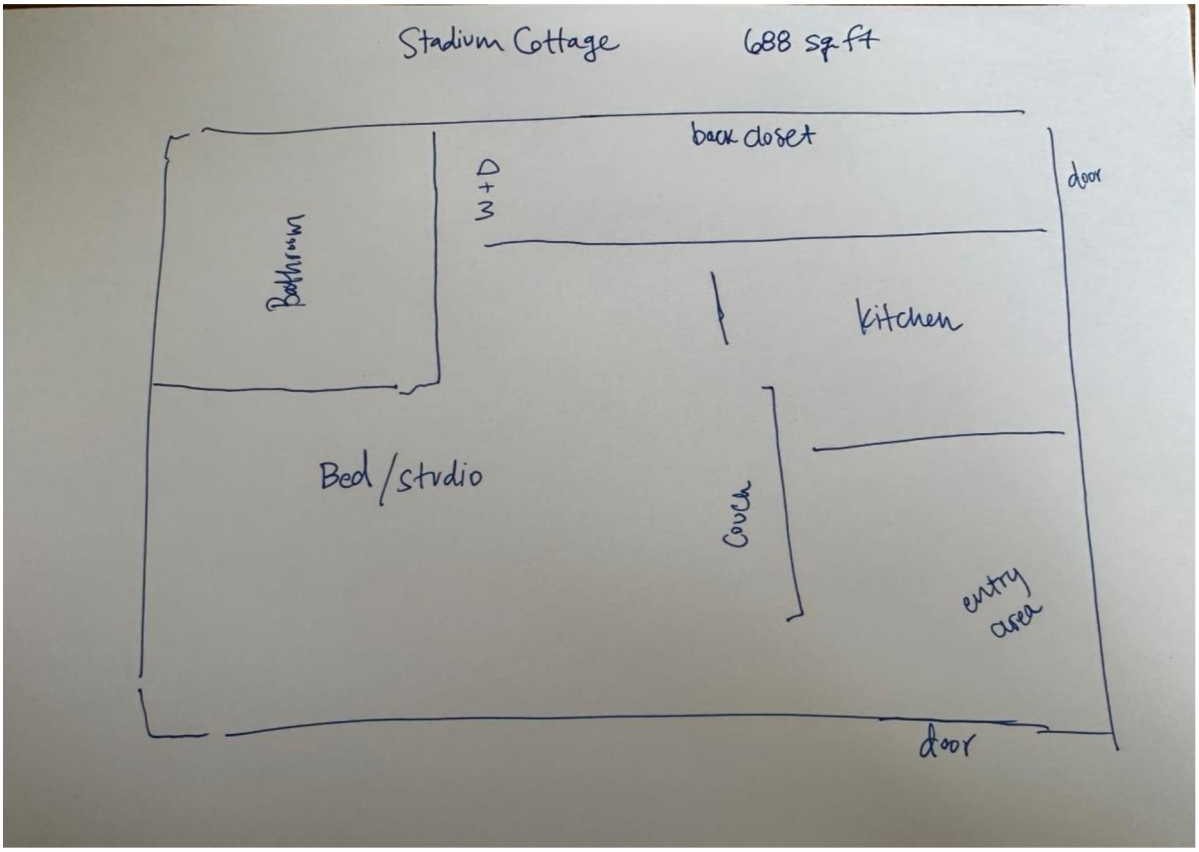
Renee

On Fri, Sep 8, 2023 at 4:36 PM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:

> Good Afternoon,
>
> See attached for staff's report for the meeting on Monday. We are recommending denial of the request due to the potential large number of guests and limited parking spaces. Please review the report and let us know if you have any questions.
>
> Best Regards,
>
> Donna Wonsower (she/her)
>
> Planner, Development Services
>
> 479-575-8358
>
> Website | Facebook | Twitter | Instagram | YouTube

Received 9/11/2023

Attachments from ADU Information Email



License Number: STR-0786-2023

- License cannot be printed at this time. License has not been issued.

License Details | Tab Elements | Main Menu

License Details

License Type:	Short-Term Rental Type 1	**District:**	U of A/Center of Fay	**Applied Date:**	07/25/2023
Issued By:	Administrator, EGSystem	**Period Start Date:**			
Status:	In Review	**Expiration Date:**	01/01/2999		
Description:	Cottage on Parcel of Land - Short Term Rental Property				

Business | Locations | Fees | Inspections | Attachments | Contacts | Classifications | More Info

More Info | First Tab | License Details | Main Menu

More Info

Top | Main Menu

Own or Lease STR Property	Own
Total Dwelling Units on Property	2
Dwelling Unit Type	Single Family Residential Cottage
Number of Bedrooms	1

Attachments from ADU Information Email
Received 9/11/2023



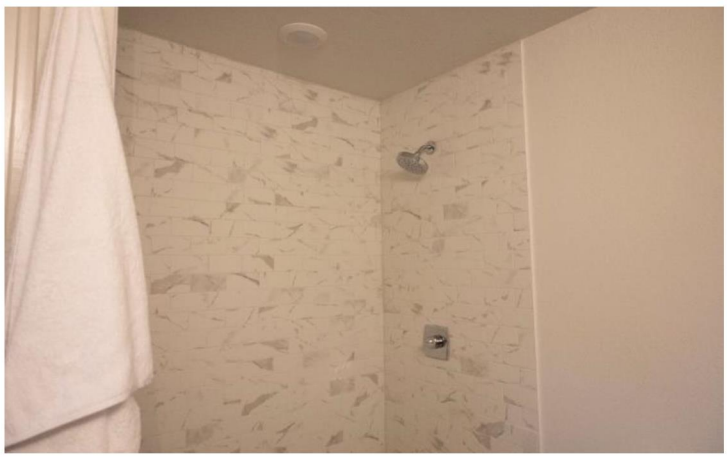












(H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

(1) Adequate parking infrastructure;

(2) Adequate adjoining or nearby streets for on-street parking;

(3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and

(4) Prior zoning or code violations.

(Ord. No. 6630, §5(Exh. B), 12-20-22)

Bedroom 1
Queen bed · Sofa bed



Bedroom 2
Queen bed



Bedroom 3
King bed



airbnb Start your search Airbnb your home

Razorback Stadium Views-Walk to Games & Campus

Superhost · Fayetteville, Arkansas, United States Share Save



Entire home hosted by Weekender Management

8 guests · 3 bedrooms · 4 beds · 3 baths

Self check-in
Check yourself in with the smartlock.

Weekender Management is a Superhost

$242 night

CHECK-IN	CHECKOUT
8/8/2023	8/14/2023

GUESTS 1 guest

airbnb_01_2008-12_2016

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
12/28/2016	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1474.00			
12/28/2016	Reservation	YF3EEW	12/27/2016	5	Mary Broglen	The Stadium House! (steps from Razorback Stadium)			USD	1474.00		46.00	170.00	2016
11/24/2016	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		941.00			
11/24/2016	Reservation	4WEQDQ	11/23/2016	3	Karen Atcheson	The Stadium House! (steps from Razorback Stadium)			USD	941.00		29.00	170.00	2016
07/03/2016	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		456.00			
07/03/2016	Reservation	3HMY3X	07/02/2016	1	Eric Funk	The Stadium House! (steps from Razorback Stadium)			USD	456.00		14.00	170.00	2016
06/12/2016	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		630.00			
06/12/2016	Reservation	5PDZF2	06/11/2016	1	Cole Basinger	The Stadium House! (steps from Razorback Stadium)			USD	630.00		20.00	200.00	2016
06/03/2016	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1018.00			
06/03/2016	Reservation	B3AA35	06/02/2016	2	Cyrille Daudel	The Stadium House! (steps from Razorback Stadium)			USD	1018.00		32.00	200.00	2016

airbnb_01_2017-12_2017

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
12/24/2017	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		941.00			
12/24/2017	Reservation	HMZA2ZSA59	12/23/2017	3	Diana Riggs	The Stadium House! (steps from Razorback Stadium)			USD	941.00		29.00	170.00	2017
11/18/2017	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		2298.90			
11/18/2017	Reservation	HMFRYANFJN	11/17/2017	2	Jason Hardesty	The Stadium House! (steps from Razorback Stadium)			USD	2298.90		71.10	170.00	2017
07/15/2017	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		844.00			
07/15/2017	Reservation	HMA3DP3TRR	07/14/2017	2	Stephen Kleinheider	The Stadium House! (steps from Razorback Stadium)			USD	844.00		26.00	170.00	2017
06/30/2017	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1183.00			
06/30/2017	Reservation	HMNCMFBFQN	06/29/2017	3	Michael Kutner	The Stadium House! (steps from Razorback Stadium)			USD	1183.00		37.00	170.00	2017
06/09/2017	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		989.00			
06/09/2017	Reservation	J9MA5P	06/08/2017	3	Brian Brown	The Stadium House! (steps from Razorback Stadium)			USD	989.00		31.00	170.00	2017
06/03/2017	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		747.00			
06/03/2017	Reservation	QWXTW9	06/02/2017	2	Billy Groves	The Stadium House! (steps from Razorback Stadium)			USD	747.00		23.00	170.00	2017
05/12/2017	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		989.00			
05/12/2017	Reservation	KDDKXH	05/11/2017	3	Kim Sabatini	The Stadium House! (steps from Razorback Stadium)			USD	989.00		31.00	170.00	2017

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
12/15/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		845.78			
12/15/2018	Resolution Adjustment	HM2BTZHM93	10/07/2018	2	Jeremy	The Stadium House! (steps from Razorback Stadium)	Resolution adjustment for resolution 8640812		USD	-209.58				2018
12/15/2018	Reservation	HMQNK3QJK8	12/14/2018	2	Katie Tracy	The Stadium House! (steps from Razorback Stadium)			USD	1055.36		32.64	150.00	2018
11/18/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1338.72			
11/18/2018	Reservation	HM9RQTYBA9	11/17/2018	7	Gwen Bartley	The Stadium House! (steps from Razorback Stadium)			USD	1338.72		41.40	150.00	2018
11/10/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		2108.78			
11/10/2018	Adjustment	HMZZRD5TA2	10/12/2018		Bruce	The Stadium House! (steps from Razorback Stadium)	Oct 12 – 14, 2018 HMZZRD5TA2		USD	-556.78		0.00	0.00	2018
11/10/2018	Reservation	HMM2FN3BRN	11/09/2018	2	Craig Wagner	The Stadium House! (steps from Razorback Stadium)			USD	2665.56		82.44	150.00	2018
10/13/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		556.78			
10/13/2018	Reservation	HMZZRD5TA2	10/12/2018	2	Bruce	The Stadium House! (steps from Razorback Stadium)			USD	556.78		0.00	0.00	2018
10/08/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		277.91			
10/08/2018	Reservation	HM2BTZHM93	10/07/2018	2	Jeremy	The Stadium House! (steps from Razorback Stadium)			USD	277.91		8.59	0.00	2018
10/06/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		3053.56			
10/06/2018	Reservation	HME9J5HPSK	10/05/2018	2	Cadillac Zak	The Stadium House! (steps from Razorback Stadium)			USD	3053.56		94.44	150.00	2018
09/27/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		2519.09			
09/27/2018	Reservation	HMRKJRCS5D	09/26/2018	4	Blake Butler	The Stadium House! (steps from Razorback Stadium)			USD	2519.09		77.91	150.00	2018
09/22/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		702.28			
09/22/2018	Reservation	HM9ZMSYYJ8	09/21/2018	2	Kassie Pruitt	The Stadium House! (steps from Razorback Stadium)			USD	702.28		21.72	150.00	2018
09/01/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		2277.56			
09/01/2018	Reservation	HMNHYQRT95	08/31/2018	2	Brian Weidrick	The Stadium House! (steps from Razorback Stadium)			USD	2277.56		70.44	150.00	2018
08/18/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		625.65			
08/18/2018	Reservation	HM2BR3M9QW	08/17/2018	2	Marshall Schuster	The Stadium House! (steps from Razorback Stadium)			USD	625.65		19.35	150.00	2018
08/14/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		164.90			
08/14/2018	Reservation	HM94RDTNBR	08/13/2018	2	Garland & Kristi Tackett	The Stadium House! (steps from Razorback Stadium)			USD	164.90		5.10	150.00	2018
08/13/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		615.46			
08/13/2018	Reservation	HMYKESJ5MQ	08/12/2018	7	Cheryl	The Stadium House! (steps from Razorback Stadium)			USD	615.46		19.04	0.00	2018
08/11/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		702.28			
08/11/2018	Reservation	HMBAPB4QJ2	08/10/2018	2	Trent Lovette	The Stadium House! (steps from Razorback Stadium)			USD	702.28		21.72	150.00	2018
08/09/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		479.60			
08/09/2018	Reservation	HMMHJPM5TS	08/08/2018	2	Ruby Gonzalez	The Stadium House! (steps from Razorback Stadium)			USD	479.60		14.83	150.00	2018
08/02/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		906.95			
08/02/2018	Reservation	HM9HX2X2SB	08/01/2018	4	Max Showalter	The Stadium House! (steps from Razorback Stadium)			USD	906.95		28.05	150.00	2018
07/27/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		771.15			
07/27/2018	Reservation	HMJ2K3TECX	07/26/2018	3	Alex Yeager	The Stadium House! (steps from Razorback Stadium)			USD	771.15		23.85	150.00	2018
07/18/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		520.89			
07/18/2018	Reservation	HME98AH8JB	07/17/2018	2	Bill Caldwell	The Stadium House! (steps from Razorback Stadium)			USD	520.89		16.11	150.00	2018
07/10/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		733.32			
07/10/2018	Reservation	HMJ9CF2MN3	07/09/2018	5	Reagan Myers	The Stadium House! (steps from Razorback Stadium)			USD	733.32		22.68	150.00	2018
07/05/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		839.05			
07/05/2018	Reservation	HMZ9NSSH9A	07/04/2018	4	Sherri Usry	The Stadium House! (steps from Razorback Stadium)			USD	839.05		25.95	150.00	2018
06/25/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1462.86			
06/25/2018	Reservation	HMSPBYPDE3	06/24/2018	9	Travis Berger	The Stadium House! (steps from Razorback Stadium)			USD	1462.86		45.24	150.00	2018
06/18/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		259.96			
06/18/2018	Reservation	HM3HSFMBZJ	06/17/2018	2	Heidi Gilligan	The Stadium House! (steps from Razorback Stadium)			USD	259.96		8.04	150.00	2018
06/15/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		694.52			
06/15/2018	Reservation	HM4AAC54TQ	06/14/2018	3	Megan Brown	The Stadium House! (steps from Razorback Stadium)			USD	694.52		21.48	170.00	2018
06/13/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		459.78			
06/13/2018	Reservation	HM2JZWNKRB	06/12/2018	2	Kevin Bendy	The Stadium House! (steps from Razorback Stadium)			USD	459.78		14.22	170.00	2018
06/07/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		348.23			
06/07/2018	Reservation	HMP3Z5DK2E	06/06/2018	2	Megan Zimlich	The Stadium House! (steps from Razorback Stadium)			USD	348.23		10.77	150.00	2018
06/02/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		746.90			
06/02/2018	Reservation	HM4T23RH9N	06/01/2018	2	Kathy Curry	The Stadium House! (steps from Razorback Stadium)			USD	746.90		23.10	170.00	2018
05/12/2018	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1619.90			
05/12/2018	Reservation	HMMDTXBYMH	05/11/2018	2	Shawn Ramsey	The Stadium House! (steps from Razorback Stadium)			USD	1619.90		50.10	170.00	2018

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
12/16/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		727.50			
12/16/2019	Reservation	HMAPTEE2RT	12/13/2019	2	Colleen Deely	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2019
12/09/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		629.53			
12/09/2019	Reservation	HMANAX2CYR	12/05/2019	2	Jolene Varley	The Stadium House! (steps from Razorback Stadium)			USD	629.53		19.47	108.29	2019
12/09/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		242.50			
12/09/2019	Reservation	HMANAX2CYR	12/05/2019	2	Jolene Varley	The Stadium House! (steps from Razorback Stadium)			USD	242.50		7.50	41.71	2019
11/18/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		727.50			
11/18/2019	Reservation	HMADEFT93H	11/15/2019	2	Scott Williams	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2019
11/04/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		2083.56			
11/04/2019	Reservation	HMABMTHQXT	11/01/2019	2	James Bethea	The Stadium House! (steps from Razorback Stadium)			USD	2083.56		64.44	150.00	2019
10/28/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		727.50			
10/28/2019	Reservation	HMANHT4SND	10/25/2019	2	Matias Pino	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2019
10/21/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		3053.56			
10/21/2019	Reservation	HMHP3HQJEZ	10/18/2019	2	Scott Irwin	The Stadium House! (steps from Razorback Stadium)			USD	3053.56		94.44	150.00	2019
10/14/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		229.89			
10/14/2019	Reservation	HMAAAQHWHK	10/11/2019	3	Stephen Billings	The Stadium House! (steps from Razorback Stadium)			USD	229.89		7.11	0.00	2019
10/04/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1066.03			
10/04/2019	Reservation	HMAKHTXQSW	10/03/2019	3	Gavin Heathcock	The Stadium House! (steps from Razorback Stadium)			USD	1066.03		32.97	150.00	2019
09/26/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1550.06			
09/26/2019	Reservation	HMAR3288SA	09/25/2019	4	Robert	The Stadium House! (steps from Razorback Stadium)			USD	1550.06		47.94	0.00	2019
09/02/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		2083.56			
09/02/2019	Reservation	HMAQ8CAHJP	08/30/2019	2	James Bethea	The Stadium House! (steps from Razorback Stadium)			USD	2083.56		64.44	150.00	2019
08/26/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		628.56			
08/26/2019	Reservation	HMAA3TJPWK	08/23/2019	2	Wynetta Daniels	The Stadium House! (steps from Razorback Stadium)			USD	628.56		19.44	150.00	2019
08/15/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1208.62			
08/15/2019	Reservation	HMAKB2W45E	08/14/2019	4	Courtney Broyles	The Stadium House! (steps from Razorback Stadium)			USD	1208.62		37.38	150.00	2019
08/09/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		967.09			
08/09/2019	Reservation	HMAFA4592S	08/08/2019	3	Jen Coco	The Stadium House! (steps from Razorback Stadium)			USD	967.09		29.91	150.00	2019
06/27/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1173.70			
06/27/2019	Reservation	HMZZCYFQ9X	06/26/2019	4	Michael Jost	The Stadium House! (steps from Razorback Stadium)			USD	1173.70		36.30	179.53	2019
06/14/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		840.99			
06/14/2019	Reservation	HMAN2MHDXA	06/13/2019	3	Gretchen Chalfant	The Stadium House! (steps from Razorback Stadium)			USD	840.99		26.01	150.00	2019
06/09/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		193.03			
06/09/2019	Reservation	HMARKXR3EE	06/05/2019	5	Aaron Ivey	The Stadium House! (steps from Razorback Stadium)			USD	193.03		5.97	23.60	2019
06/06/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1034.02			
06/06/2019	Reservation	HMARKXR3EE	06/05/2019	5	Aaron Ivey	The Stadium House! (steps from Razorback Stadium)			USD	1034.02		31.98	126.40	2019
05/26/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		222.13			
05/26/2019	Reservation	HMAHPMS3W2	05/24/2019	3	Matt Gorecki	The Stadium House! (steps from Razorback Stadium)			USD	222.13		6.87	41.04	2019
05/25/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		589.76			
05/25/2019	Reservation	HMAHPMS3W2	05/24/2019	3	Matt Gorecki	The Stadium House! (steps from Razorback Stadium)			USD	589.76		18.24	108.96	2019
05/03/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		980.67			
05/03/2019	Reservation	HMZ5ECDJFE	05/02/2019	3	Debra Giffin	The Stadium House! (steps from Razorback Stadium)			USD	980.67		30.33	150.00	2019
03/30/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		702.28			
03/30/2019	Reservation	HMETS2A28K	03/29/2019	2	Debbie Henderson	The Stadium House! (steps from Razorback Stadium)			USD	702.28		21.72	150.00	2019
03/21/2019	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		761.45			
03/21/2019	Reservation	HMAHDF85F5	03/20/2019	2	Angela Reece	The Stadium House! (steps from Razorback Stadium)			USD	761.45		23.55	150.00	2019

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
11/09/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		291.00			
11/09/2020	Reservation	HMJ8BMFHEW	11/06/2020	2	Teri	The Stadium House! (steps from Razorback Stadium)			USD	291.00		9.00	0.00	2020
09/14/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1018.50			
09/14/2020	Reservation	HMBXXWJBEF	09/10/2020	3	Betsy Santoro	The Stadium House! (steps from Razorback Stadium)			USD	1018.50		31.50	150.00	2020
09/09/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		650.00			
09/09/2020	Resolution Payout	HMWSBD2K9B	09/04/2020	2	Hannah Fisher	The Stadium House! (steps from Razorback Stadium)	Resolution payout for resolution 21416835		USD	650.00				2020
09/07/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		727.50			
09/07/2020	Reservation	HMWSBD2K9B	09/04/2020	2	Hannah Fisher	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2020
08/10/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		727.50			
08/10/2020	Reservation	HMQY2BTZKZ	08/07/2020	2	Jenny Yang	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2020
07/31/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		800.25			
07/31/2020	Reservation	HM4YC2SMPJ	07/30/2020	3	Kayla Alfrey	The Stadium House! (steps from Razorback Stadium)			USD	800.25		24.75	0.00	2020
07/17/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		460.26			
07/17/2020	Reservation	HMAERXMRS3	07/16/2020	3	Miranda	The Stadium House! (steps from Razorback Stadium)			USD	460.26		14.23	64.76	2020
05/18/2020	Payout						Transfer to Sean Vollendorf, Checking •••••5193 (USD)		USD		291.00			
05/18/2020	Reservation	HMAA5BYMK3	05/15/2020	2	Marienne	The Stadium House! (steps from Razorback Stadium)			USD	291.00		9.00	0.00	2020
05/08/2020	Payout						Transfer to Sean Vollendorf, Checking •••••5193 (USD)		USD		1600.50			
05/08/2020	Reservation	HMAFQR53MB	05/07/2020	3	Nicki Yannessa	The Stadium House! (steps from Razorback Stadium)			USD	1600.50		49.50	150.00	2020
03/13/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		1066.03			
03/13/2020	Reservation	HMD9JCKT5W	03/12/2020	3	Eric Thompson	The Stadium House! (steps from Razorback Stadium)			USD	1066.03		32.97	150.00	2020
03/09/2020	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••6463 (USD)		USD		827.50			
03/09/2020	Reservation	HMA8QMEWYJ	03/06/2020	2	Reesa Thorne	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2020
03/09/2020	Resolution Payout	HMA8QMEWYJ	03/06/2020	2	Reesa Thorne	The Stadium House! (steps from Razorback Stadium)	Resolution payout for resolution 18252740		USD	100.00				2020

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
11/08/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1939.03			
11/08/2021	Reservation	HM83YNYS8C	11/04/2021	3	Keith Roberts	The Stadium House! (steps from Razorback Stadium)			USD	1939.03		59.97	150.00	2021
08/23/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		727.50			
08/23/2021	Reservation	HMC2BXW52B	08/20/2021	2	Jan Burgdorfer	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2021
07/05/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		460.26			
07/05/2021	Reservation	HM53DEPWMF	07/02/2021	3	Madison	The Stadium House! (steps from Razorback Stadium)			USD	460.26		14.24	0.00	2021
06/14/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1066.03			
06/14/2021	Reservation	HMT8TF25ST	06/10/2021	3	David Keeler	The Stadium House! (steps from Razorback Stadium)			USD	1066.03		32.97	150.00	2021
06/03/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		727.50			
06/03/2021	Reservation	HM59MMFS5H	05/28/2021	2	Katelyn Bridges	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2021
05/17/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		727.50			
05/17/2021	Reservation	HMDB5D8DQJ	05/14/2021	2	James Henley	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2021
03/30/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1161.09			
03/30/2021	Reservation	HMNR34D2Q9	03/28/2021	3	Patrick Boyd	The Stadium House! (steps from Razorback Stadium)			USD	1161.09		35.91	150.00	2021
03/22/2021	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		727.50			
03/22/2021	Reservation	HMC4TYA8M9	03/19/2021	2	Craig Burkhart	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2021

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
12/30/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		173.73			
12/30/2022	Reservation	HM2YR2FASB	12/28/2022	4	Mary Horan	The Stadium House! (steps from Razorback Stadium)			USD	173.73		5.37	31.01	2022
12/30/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		666.68			
12/30/2022	Reservation	HM2YR2FASB	12/28/2022	4	Mary Horan	The Stadium House! (steps from Razorback Stadium)			USD	666.68		20.62	118.99	2022
12/26/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1072.04			
12/26/2022	Reservation	HM9THAXSWR	12/23/2022	5	Kristine Larkin	The Stadium House! (steps from Razorback Stadium)			USD	1072.04		33.16	150.00	2022
12/12/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		865.43			
12/12/2022	Reservation	HMXBJD2NTP	12/09/2022	2	John Rabun	The Stadium House! (steps from Razorback Stadium)			USD	530.59		16.41	0.00	2022
11/07/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		2422.09			
11/07/2022	Reservation	HMTJJACC4D	11/03/2022	3	Becky Siano	The Stadium House! (steps from Razorback Stadium)			USD	2422.09		74.91	150.00	2022
10/10/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		956.42			
10/10/2022	Reservation	HMECS8HDRM	10/07/2022	2	Julissa Estrada	The Stadium House! (steps from Razorback Stadium)			USD	956.42		29.58	150.00	2022
09/14/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		725.56			
09/14/2022	Reservation	HMTP9QJMPQ	09/12/2022	2	Phil Massey	The Stadium House! (steps from Razorback Stadium)			USD	725.56		22.44	150.00	2022
09/12/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		3343.59			
09/12/2022	Reservation	HM4TB8BYS3	09/08/2022	3	Mac Ellen	The Stadium House! (steps from Razorback Stadium)			USD	3343.59		103.41	150.00	2022
08/22/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1046.63			
08/22/2022	Reservation	HMM3FM9DFQ	08/19/2022	2	Cassy Henderson	The Stadium House! (steps from Razorback Stadium)			USD	1046.63		32.37	150.00	2022
07/18/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		919.56			
07/18/2022	Reservation	HMZMT4WBZF	07/15/2022	2	Angie Crider	The Stadium House! (steps from Razorback Stadium)			USD	919.56		28.44	150.00	2022
05/30/2022	Payout						Transfer to Cross Street Lot, LLC, Checking •••••6773 (USD)		USD		195.00			
05/30/2022	Resolution Payout	HMPPFXTYKS	04/13/2022	2	Chad Cook	The Stadium House! (steps from Razorback Stadium)	Resolution payout for resolution CLA-PXYPMD99JQ - Reservation HMPPFXTYKS		USD	195.00				2022
05/30/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1695.56			
05/30/2022	Reservation	HMR2FCW2TM	05/26/2022	5	Creighton Murtha	The Stadium House! (steps from Razorback Stadium)			USD	1695.56		52.44	150.00	2022
05/09/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1023.35			
05/09/2022	Reservation	HMWTYXM4WA	05/05/2022	3	Cheyenne Taylor	The Stadium House! (steps from Razorback Stadium)			USD	1023.35		31.65	150.00	2022
05/02/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		727.50			
05/02/2022	Reservation	HMC4CNZBTB	04/29/2022	2	Vicki Sharum	The Stadium House! (steps from Razorback Stadium)			USD	727.50		22.50	150.00	2022
04/25/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1113.56			
04/25/2022	Reservation	HMXBEAPPR5	04/22/2022	2	Zach Steadman	The Stadium House! (steps from Razorback Stadium)			USD	1113.56		34.44	150.00	2022
04/15/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		725.56			
04/15/2022	Reservation	HMPPFXTYKS	04/13/2022	2	Chad Cook	The Stadium House! (steps from Razorback Stadium)			USD	725.56		22.44	150.00	2022
02/21/2022	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1016.75			
02/21/2022	Reservation	HM5PCKAQPW	02/18/2022	2	Brian Hyneman	The Stadium House! (steps from Razorback Stadium)			USD	1016.75		31.45	150.00	2022

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Earnings Year
07/28/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		550.96			
07/28/2023	Reservation	HMSA3FCXNK	07/26/2023	2	Jani Jeane	The Stadium House! (steps from Razorback Stadium)			USD	550.96		17.04	170.00	2023
07/17/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		599.65			
07/17/2023	Reservation	HMB58X8BEQ	07/16/2023	2	William Mccarthy	The Stadium House! (steps from Razorback Stadium)			USD	599.65		18.55	170.00	2023
07/17/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		744.96			
07/17/2023	Reservation	HMPN2MPFWY	07/14/2023	2	Michael Dennis	The Stadium House! (steps from Razorback Stadium)			USD	744.96		23.04	170.00	2023
07/10/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		947.11			
07/10/2023	Reservation	HM9PC2B85Z	07/09/2023	4	Jackson Hart	The Stadium House! (steps from Razorback Stadium)			USD	947.11		29.29	170.00	2023
07/06/2023	Payout						Transfer to Cross Street Lot, LLC, Checking •••••6773 (USD)		USD		50.00			
07/06/2023	Resolution Payout	HMZ9DK5KM9	07/05/2023	4	Tina Harvey	The Stadium House! (steps from Razorback Stadium)	Resolution payout for resolution CLA-YNTTPTNHAD - Reservation HMZ9DK5KM9		USD	50.00				2023
07/06/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1111.72			
07/06/2023	Reservation	HMZ9DK5KM9	07/05/2023	4	Tina Harvey	The Stadium House! (steps from Razorback Stadium)			USD	1111.72		34.38	170.00	2023
06/26/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		686.95			
06/26/2023	Reservation	HM4WMCX843	06/23/2023	2	Eric Reece	The Stadium House! (steps from Razorback Stadium)			USD	686.95		21.25	170.00	2023
05/15/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		1520.96			
05/15/2023	Reservation	HMEXKDKPKA	05/12/2023	2	Marc Cathey	The Stadium House! (steps from Razorback Stadium)			USD	1520.96		47.04	170.00	2023
04/26/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		938.96			
04/26/2023	Reservation	HMPP435J2P	04/24/2023	3	Jonathan Beal	The Stadium House! (steps from Razorback Stadium)			USD	938.96		29.04	170.00	2023
03/13/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		975.82			
03/13/2023	Reservation	HMHRFD235E	03/10/2023	2	Michele Watson	The Stadium House! (steps from Razorback Stadium)			USD	773.09		23.91	150.00	2023
02/15/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		512.35			
02/15/2023	Reservation	HMMAZQ4D9N	02/13/2023	2	Brad Latson	The Stadium House! (steps from Razorback Stadium)			USD	512.35		15.85	170.00	2023
02/13/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		883.96			
02/13/2023	Reservation	HMXDCH84CY	02/09/2023	3	Mary Anderson	The Stadium House! (steps from Razorback Stadium)			USD	883.96		27.34	170.00	2023
01/16/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		647.96			
01/16/2023	Reservation	HM3DJR33A3	01/13/2023	2	Maranda Williams	The Stadium House! (steps from Razorback Stadium)			USD	647.96		20.04	150.00	2023
01/09/2023	Payout						Transfer to Hogtailgating Holdings LLC, Checking •••••7834 (USD)		USD		545.14			
01/09/2023	Reservation	HMCHQQK3PF	01/07/2023	2	Adam Nelsen	The Stadium House! (steps from Razorback Stadium)			USD	545.14		16.86	150.00	2023
01/02/2023	Payout						Transfer to Cross Street Lot, LLC, Checking •••••6773 (USD)		USD		2179.76			
01/02/2023	Resolution Adjustment	HM9THAXSWR	12/23/2022	5	Kristine Larkin	The Stadium House! (steps from Razorback Stadium)	Resolution adjustment for resolution 28675577		USD	-350.00				2023

Occupancy Taxes collected and remitted by Airbnb

We automatically collect these taxes from guests for each booking and remit them directly to local tax authorities. **Learn more**

Accommodations Tax (Arkansas)
Accommodations Tax (Fayetteville)
General Sales and Use Tax (Arkansas)
General Sales and Use Tax (Fayetteville)
General Sales and Use Tax (Washington)
Lodging Tax (Fayetteville)

Review the tax amounts collected by Airbnb

2017 - Airbnb Payout and Tax Withholdings Report

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Gross Earnings	Occupancy Taxes	Earnings Year
12/24/2017	Reservation	HMZA2ZSA59	12/23/2017	3	Diana Riggs	The Stadium House! (steps from Razorback Stadium)			USD	941		29	170	970	113	
11/18/2017	Reservation	HMFRYANFJN	11/17/2017	2	Jason Hardesty	The Stadium House! (steps from Razorback Stadium)			USD	2298.90		71.10	170.00	2370.00	278.48	
07/15/2017	Reservation	HMA3DP3TRR	07/14/2017	2	Stephen Kleinheide	The Stadium House! (steps from Razorback Stadium)			USD	844.00		26.00	170.00	870.00	102.00	
06/30/2017	Reservation	HMNCMFBFQN	06/29/2017	3	Michael Kutner	The Stadium House! (steps from Razorback Stadium)			USD	1183.00		37.00	170.00	1220.00	143.00	
06/09/2017	Reservation	J9MA5P	06/08/2017	3	Brian Brown	The Stadium House! (steps from Razorback Stadium)			USD	989.00		31.00	170.00	1020.00	119.00	
06/03/2017	Reservation	QWXTW9	06/02/2017	2	Billy Groves	The Stadium House! (steps from Razorback Stadium)			USD	747.00		23.00	170.00	770.00	0.00	
05/12/2017	Reservation	KDDKXH	05/11/2017	3	Kim Sabatini	The Stadium House! (steps from Razorback Stadium)			USD	989		31	170	1020	0	

2018 - Airbnb Payout and Tax Withholdings Report

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Gross Earnings	Occupancy Taxes
12/15/2018	Reservation	HMQNK3QJK8	12/14/2018	2	Katie Tracy	The Stadium House! (steps from Razorback Stadium)			USD	1055.36		32.64	150.00	1088.00	149.60
12/06/2018	Resolution Adjustmen	HM2BTZHM93	10/07/2018	2	Jeremy	The Stadium House! (steps from Razorback Stadiu	Resolution adjustment for resolution 8640812		USD	-209.58				-209.58	
11/18/2018	Reservation	HM9RQTYBA9	11/17/2018	7	Gwen Bartley	The Stadium House! (steps from Razorback Stadium)			USD	1338.72		41.4	150	1380.12	189.77
11/10/2018	Reservation	HMM2FN3BRN	11/09/2018	2	Craig Wagner	The Stadium House! (steps from Razorback Stadium)			USD	2665.56		82.44	150	2748	377.85
11/05/2018	Adjustment	HMZZRD5TA2	10/12/2018		Bruce	The Stadium House! (steps from Razorback Stadiu	Oct 12 – 14, 2018 HMZZRD5TA2		USD	-556.78		0	0		0
10/13/2018	Reservation	HMZZRD5TA2	10/12/2018	2	Bruce	The Stadium House! (steps from Razorback Stadium)			USD	556.78		0	0	556.78	0
10/08/2018	Reservation	HM2BTZHM93	10/07/2018	2	Jeremy	The Stadium House! (steps from Razorback Stadium)			USD	277.91		8.59	0	286.5	39.39
10/06/2018	Reservation	HME9J5HPSK	10/05/2018	2	Cadillac Zak	The Stadium House! (steps from Razorback Stadium)			USD	3053.56		94.44	150	3148	432.85
09/27/2018	Reservation	HMRKJRCS5D	09/26/2018	4	Blake Butler	The Stadium House! (steps from Razorback Stadium)			USD	2519.09		77.91	150	2597	357.09
09/22/2018	Reservation	HM9ZMSYYJ8	09/21/2018	2	Kassie Pruitt	The Stadium House! (steps from Razorback Stadium)			USD	702.28		21.72	150	724	99.55
09/01/2018	Reservation	HMNHYQRT95	08/31/2018	2	Brian Weidrick	The Stadium House! (steps from Razorback Stadium)			USD	2277.56		70.44	150	2348	322.85
08/18/2018	Reservation	HM2BR3M9QW	08/17/2018	2	Marshall Schuster	The Stadium House! (steps from Razorback Stadium)			USD	625.65		19.35	150	645	88.69
08/14/2018	Reservation	HM94RDTNBR	08/13/2018	2	Garland & Kristi Tacket	The Stadium House! (steps from Razorback Stadium)			USD	164.9		5.1	150	170	23.38
08/13/2018	Reservation	HMYKESJ5MQ	08/12/2018	7	Cheryl	The Stadium House! (steps from Razorback Stadium)			USD	615.46		19.04	0	634.5	87.24
08/11/2018	Reservation	HMBAPB4QJ2	08/10/2018	2	Trent Lovette	The Stadium House! (steps from Razorback Stadium)			USD	702.28		21.72	150	724	99.55
08/09/2018	Reservation	HMMHJPM5TS	08/08/2018	2	Ruby Gonzalez	The Stadium House! (steps from Razorback Stadium)			USD	479.6		14.83	150	494.43	67.98
08/02/2018	Reservation	HM9HX2X2SB	08/01/2018	4	Max Showalter	The Stadium House! (steps from Razorback Stadium)			USD	906.95		28.05	150	935	128.56
07/27/2018	Reservation	HMJ2K3TECX	07/26/2018	3	Alex Yeager	The Stadium House! (steps from Razorback Stadium)			USD	771.15		23.85	150	795	109.31
07/18/2018	Reservation	HME98AH8JB	07/17/2018	2	Bill Caldwell	The Stadium House! (steps from Razorback Stadium)			USD	520.89		16.11	150	537	73.84
07/10/2018	Reservation	HMJ9CF2MN3	07/09/2018	5	Reagan Myers	The Stadium House! (steps from Razorback Stadium)			USD	733.32		22.68	150	756	103.95
07/05/2018	Reservation	HMZ9NSSH9A	07/04/2018	4	Sherri Usry	The Stadium House! (steps from Razorback Stadium)			USD	839.05		25.95	150	865	118.94
06/25/2018	Reservation	HMSPBYPDE3	06/24/2018	9	Travis Berger	The Stadium House! (steps from Razorback Stadium)			USD	1462.86		45.24	150	1508.1	207.36
06/18/2018	Reservation	HM3HSFMBZJ	06/17/2018	2	Heidi Gilligan	The Stadium House! (steps from Razorback Stadium)			USD	259.96		8.04	150	268	36.85
06/15/2018	Reservation	HM4AAC54TQ	06/14/2018	3	Megan Brown	The Stadium House! (steps from Razorback Stadium)			USD	694.52		21.48	170	716	98.45
06/13/2018	Reservation	HM2JZWNKRB	06/12/2018	2	Kevin Bendy	The Stadium House! (steps from Razorback Stadium)			USD	459.78		14.22	170	474	65.18
06/07/2018	Reservation	HMP3Z5DK2E	06/06/2018	2	Megan Zimlich	The Stadium House! (steps from Razorback Stadium)			USD	348.23		10.77	150	359	49.36
06/02/2018	Reservation	HM4T23RH9N	06/01/2018	2	Kathy Curry	The Stadium House! (steps from Razorback Stadium)			USD	746.9		23.1	170	770	90.48
05/12/2018	Reservation	HMMDTXBYMH	05/11/2018	2	Shawn Ramsey	The Stadium House! (steps from Razorback Stadium)			USD	1619.90		50.10	170.00	1670.00	196.23

2019 - Airbnb Payout and Tax Withholdings Report

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Gross Earnings	Occupancy Taxes	
12/14/2019	Reservation	HMAPTEE2RT	12/13/2019	2	Colleen Deely	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	103.13	
12/06/2019	Reservation	HMANAX2CYR	12/05/2019	2	Jolene Varley	The Stadium House! (steps from Razorback Stadium)			USD	629.53		19.47	108.29	649	89.24	
12/06/2019	Reservation	HMANAX2CYR	12/05/2019	2	Jolene Varley	The Stadium House! (steps from Razorback Stadium)			USD	242.5		7.5	41.71	250	34.37	
11/16/2019	Reservation	HMADEFT93H	11/15/2019	2	Scott Williams	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	103.13	
11/02/2019	Reservation	HMABMTHQXT	11/01/2019	2	James Bethea	The Stadium House! (steps from Razorback Stadium)			USD	2083.56		64.44	150	2148	295.35	
10/26/2019	Reservation	HMANHT4SND	10/25/2019	2	Matias Pino	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	103.13	
10/19/2019	Reservation	HMHP3HQJEZ	10/18/2019	2	Scott Irwin	The Stadium House! (steps from Razorback Stadium)			USD	3053.56		94.44	150	3148	432.85	
10/12/2019	Reservation	HMAAAQHWHK	10/11/2019	3	Stephen Billings	The Stadium House! (steps from Razorback Stadium)			USD	229.89		7.11	0	237	32.59	
10/04/2019	Reservation	HMAKHTXQSW	10/03/2019	3	Gavin Heathcock	The Stadium House! (steps from Razorback Stadium)			USD	1066.03		32.97	150	1099	151.11	
09/26/2019	Reservation	HMAR3288SA	09/25/2019	4	Robert	The Stadium House! (steps from Razorback Stadium)			USD	1550.06		47.94	0	1598	219.73	
08/31/2019	Reservation	HMAQ8CAHJP	08/30/2019	2	James Bethea	The Stadium House! (steps from Razorback Stadium)			USD	2083.56		64.44	150	2148	295.35	
08/24/2019	Reservation	HMAA3TJPWK	08/23/2019	2	Wynetta Daniels	The Stadium House! (steps from Razorback Stadium)			USD	628.56		19.44	150	648	89.1	
08/15/2019	Reservation	HMAKB2W45E	08/14/2019	4	Courtney Broyles	The Stadium House! (steps from Razorback Stadium)			USD	1208.62		37.38	150	1246	171.33	
08/09/2019	Reservation	HMAFA4592S	08/08/2019	3	Jen Coco	The Stadium House! (steps from Razorback Stadium)			USD	967.09		29.91	150	997	137.09	
06/27/2019	Reservation	HMZZCYFQ9X	06/26/2019	4	Michael Jost	The Stadium House! (steps from Razorback Stadium)			USD	1173.7		36.3	179.53	1210	166.37	
06/14/2019	Reservation	HMAN2MHDXA	06/13/2019	3	Gretchen Chalfant	The Stadium House! (steps from Razorback Stadium)			USD	840.99		26.01	150	867	119.21	
06/09/2019	Reservation	HMARKXR3EE	06/05/2019	5	Aaron Ivey	The Stadium House! (steps from Razorback Stadium)			USD	193.03		5.97	23.6	199	27.36	
06/06/2019	Reservation	HMARKXR3EE	06/05/2019	5	Aaron Ivey	The Stadium House! (steps from Razorback Stadium)			USD	1034.02		31.98	126.4	1066	146.58	
05/25/2019	Reservation	HMAHPMS3W2	05/24/2019	3	Matt Gorecki	The Stadium House! (steps from Razorback Stadium)			USD	222.13		6.87	41.04	229	31.49	
05/25/2019	Reservation	HMAHPMS3W2	05/24/2019	3	Matt Gorecki	The Stadium House! (steps from Razorback Stadium)			USD	589.76		18.24	108.96	608	83.6	
05/03/2019	Reservation	HMZ5ECDJFE	05/02/2019	3	Debra Giffin	The Stadium House! (steps from Razorback Stadium)			USD	980.67		30.33	150	1011	139.01	
03/30/2019	Reservation	HMETS2A28K	03/29/2019	2	Debbie Henderson	The Stadium House! (steps from Razorback Stadium)			USD	702.28		21.72	150	724	99.55	
03/21/2019	Reservation	HMAHDF85F5	03/20/2019	2	Angela Reece	The Stadium House! (steps from Razorback Stadium)			USD	761.45		23.55	150	785	107.94	

2020 - Airbnb Payout and Tax Withholdings Report

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Gross Earnings	Occupancy Taxes	Earnings Year
09/13/2020	Reservation	HMBXXWJBEF	09/10/2020	3	Betsy Santoro	The Stadium House! (steps from Razorback Stadium)			USD	1018.50		31.50	150.00	1050.00	147.00	
09/09/2020	Resolution Payout	HMWSBD2K9B	09/04/2020	2	Hannah Fisher	The Stadium House! (steps from Razorback Stadi	Resolution payout for resolution 21416835		USD	650				650		
09/05/2020	Reservation	HMWSBD2K9B	09/04/2020	2	Hannah Fisher	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	105	
08/08/2020	Reservation	HMQY2BTZKZ	08/07/2020	2	Jenny Yang	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	103.13	
07/31/2020	Reservation	HM4YC2SMPJ	07/30/2020	3	Kayla Alfrey	The Stadium House! (steps from Razorback Stadium)			USD	800.25		24.75	0	825	113.44	
07/17/2020	Reservation	HMAERXMRS3	07/16/2020	3	Miranda	The Stadium House! (steps from Razorback Stadium)			USD	460.26		14.23	64.76	474.49	65.24	
05/16/2020	Reservation	HMAA5BYMK3	05/15/2020	2	Marienne	The Stadium House! (steps from Razorback Stadium)			USD	291		9	0	300	0	
05/15/2020	Misc Credit						Host support payment for COVID-19 related guest cancellations through May 1, 2020.		USD	115.07				115.07		
05/08/2020	Reservation	HMAFQR53MB	05/07/2020	3	Nicki Yannessa	The Stadium House! (steps from Razorback Stadium)			USD	1600.5		49.5	150	1650	226.88	
05/01/2020	Misc Credit						Host support payment for COVID-19 related guest cancellations through April 8, 2020.		USD	145.5				145.5		
03/13/2020	Reservation	HMD9JCKT5W	03/12/2020	3	Eric Thompson	The Stadium House! (steps from Razorback Stadium)			USD	1066.03		32.97	150	1099	151.11	
03/07/2020	Reservation	HMA8QMEWYJ	03/06/2020	2	Reesa Thorne	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	103.13	
03/07/2020	Resolution Payout	HMA8QMEWYJ	03/06/2020	2	Reesa Thorne	The Stadium House! (steps from Razorback Stadi	Resolution payout for resolution 18252740		USD	100				100		

2021 - Airbnb Payout and Tax Withholdings Report

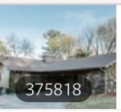
Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Gross Earnings	Occupancy Taxes	Earnings Year
11/05/2021	Reservation	HM83YNYS8C	11/04/2021	3	Keith Roberts	The Stadium House! (steps from Razorback Stadium)			USD	1939.03		59.97	150	1999	274.86	
08/21/2021	Reservation	HMC2BXW52B	08/20/2021	2	Jan Burgdorfer	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	103.13	
07/03/2021	Reservation	HM53DEPWMF	07/02/2021	3	Madison	The Stadium House! (steps from Razorback Stadium)			USD	460.26		14.24	0	474.5	0	
06/11/2021	Reservation	HMT8TF25ST	06/10/2021	3	David Keeler	The Stadium House! (steps from Razorback Stadium)			USD	1066.03		32.97	150	1099	153.86	
05/29/2021	Reservation	HM59MMFS5H	05/28/2021	2	Katelyn Bridges	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	105	
05/15/2021	Reservation	HMDB5D8DQJ	05/14/2021	2	James Henley	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	105	
03/29/2021	Reservation	HMNR34D2Q9	03/28/2021	3	Patrick Boyd	The Stadium House! (steps from Razorback Stadium)			USD	1161.09		35.91	150	1197	167.58	
03/20/2021	Reservation	HMC4TYA8M9	03/19/2021	2	Craig Burkhart	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	105	

2022 - Airbnb Payout and Tax Withholdings Report

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Gross Earnings	Occupancy Taxes
12/29/2022	Reservation	HM2YR2FASB	12/28/2022	4	Mary Horan	The Stadium House! (steps from Razorback Stadium)			USD	666.68		20.62	118.99	687.3	94.5
12/29/2022	Reservation	HM2YR2FASB	12/28/2022	4	Mary Horan	The Stadium House! (steps from Razorback Stadium)			USD	173.73		5.37	31.01	179.1	24.63
12/28/2022	Resolution Adjustmen	HM9THAXSWR	12/23/2022	5	Kristine Larkin	The Stadium House! (steps from Razorback Stadi	Resolution adjustment for resolution 28675577		USD	-350				-350	
12/24/2022	Reservation	HM9THAXSWR	12/23/2022	5	Kristine Larkin	The Stadium House! (steps from Razorback Stadium)			USD	1072.04		33.16	150	1105.2	151.97
12/10/2022	Reservation	HMXBJD2NTP	12/09/2022	2	John Rabun	The Stadium House! (steps from Razorback Stadium)			USD	530.59		16.41	0	547	75.21
11/04/2022	Reservation	HMTJJACC4D	11/03/2022	3	Becky Siano	The Stadium House! (steps from Razorback Stadium)			USD	2422.09		74.91	150	2497	343.34
10/08/2022	Reservation	HMECS8HDRM	10/07/2022	2	Julissa Estrada	The Stadium House! (steps from Razorback Stadium)			USD	956.42		29.58	150	986	135.58
09/13/2022	Reservation	HMTP9QJMPQ	09/12/2022	2	Phil Massey	The Stadium House! (steps from Razorback Stadium)			USD	725.56		22.44	150	748	102.85
09/09/2022	Reservation	HM4TB8BYS3	09/08/2022	3	Mac Ellen	The Stadium House! (steps from Razorback Stadium)			USD	3343.59		103.41	150	3447	473.96
08/20/2022	Reservation	HMM3FM9DFQ	08/19/2022	2	Cassy Henderson	The Stadium House! (steps from Razorback Stadium)			USD	1046.63		32.37	150	1079	148.36
07/16/2022	Reservation	HMZMT4WBZF	07/15/2022	2	Angie Crider	The Stadium House! (steps from Razorback Stadium)			USD	919.56		28.44	150	948	130.35
05/28/2022	Resolution Payout	HMPPFXTYKS	04/13/2022	2	Chad Cook	The Stadium House! (steps from Razorback Stadi	Resolution payout for resolution CLA-PXYPMD99JQ - Reservation HMPPFXTYKS		USD	195				195	
05/27/2022	Reservation	HMR2FCW2TM	05/26/2022	5	Creighton Murtha	The Stadium House! (steps from Razorback Stadium)			USD	1695.56		52.44	150	1748	240.35
05/06/2022	Reservation	HMWTYXM4WA	05/05/2022	3	Cheyenne Taylor	The Stadium House! (steps from Razorback Stadium)			USD	1023.35		31.65	150	1055	145.06
04/30/2022	Reservation	HMC4CNZBTB	04/29/2022	2	Vicki Sharum	The Stadium House! (steps from Razorback Stadium)			USD	727.5		22.5	150	750	103.13
04/23/2022	Reservation	HMXBEAPPR5	04/22/2022	2	Zach Steadman	The Stadium House! (steps from Razorback Stadium)			USD	1113.56		34.44	150	1148	157.85
04/14/2022	Reservation	HMPPFXTYKS	04/13/2022	2	Chad Cook	The Stadium House! (steps from Razorback Stadium)			USD	725.56		22.44	150	748	102.85
02/19/2022	Reservation	HM5PCKAQPW	02/18/2022	2	Brian Hyneman	The Stadium House! (steps from Razorback Stadium)			USD	1016.75		31.45	150	1048.2	144.13

2023 - Airbnb Payout and Tax Withholdings Report

Date	Type	Confirmation Code	Start Date	Nights	Guest	Listing	Details	Reference	Currency	Amount	Paid Out	Host Fee	Cleaning Fee	Gross Earnings	Occupancy Taxes	
09/02/2023	Reservation	HMB5XE8AHP	09/01/2023	2	Stephanie	The Stadium House! (steps from Razorback Stadium)			USD	241.53		7.47	0	249	0	
07/27/2023	Reservation	HMSA3FCXNK	07/26/2023	2	Jani Jeane	The Stadium House! (steps from Razorback Stadium)			USD	550.96		17.04	170	568	78.1	
07/17/2023	Reservation	HMB58X8BEQ	07/16/2023	2	William Mccarthy	The Stadium House! (steps from Razorback Stadium)			USD	599.65		18.55	170	618.2	85	
07/15/2023	Reservation	HMPN2MPFWY	07/14/2023	2	Michael Dennis	The Stadium House! (steps from Razorback Stadium)			USD	744.96		23.04	170	768	105.6	
07/10/2023	Reservation	HM9PC2B85Z	07/09/2023	4	Jackson Hart	The Stadium House! (steps from Razorback Stadium)			USD	947.11		29.29	170	976.4	134.26	
07/06/2023	Reservation	HMZ9DK5KM9	07/05/2023	4	Tina Harvey	The Stadium House! (steps from Razorback Stadium)			USD	1111.72		34.38	170	1146.1	157.59	
07/06/2023	Resolution Payou	HMZ9DK5KM9	07/05/2023	4	Tina Harvey	The Stadium House! (steps from Razorback Stadi	Resolution payout for resolution CLA-YNTTPTNHAD - Reservation HMZ9DK5KM9		USD	50				50		
06/24/2023	Reservation	HM4WMCX843	06/23/2023	2	Eric Reece	The Stadium House! (steps from Razorback Stadium)			USD	686.95		21.25	170	708.2	97.38	
05/13/2023	Reservation	HMEXKDKPKA	05/12/2023	2	Marc Cathey	The Stadium House! (steps from Razorback Stadium)			USD	1520.96		47.04	170	1568	215.6	
04/25/2023	Reservation	HMPP435J2P	04/24/2023	3	Jonathan Beal	The Stadium House! (steps from Razorback Stadium)			USD	938.96		29.04	170	968	133.1	
03/11/2023	Reservation	HMHRFD235E	03/10/2023	2	Michele Watson	The Stadium House! (steps from Razorback Stadium)			USD	773.09		23.91	150	797	109.59	
02/14/2023	Reservation	HMMAZQ4D9N	02/13/2023	2	Brad Latson	The Stadium House! (steps from Razorback Stadium)			USD	512.35		15.85	170	528.2	72.63	
02/10/2023	Reservation	HMXDCH84CY	02/09/2023	3	Mary Anderson	The Stadium House! (steps from Razorback Stadium)			USD	883.96		27.34	170	911.3	125.3	
01/14/2023	Reservation	HM3DJR33A3	01/13/2023	2	Maranda Williams	The Stadium House! (steps from Razorback Stadium)			USD	647.96		20.04	150	668	91.85	



426 N Oliver Ave, Fay

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MarketMaker™

Boost

Reservation manager

Performance

Property

Local laws

Help

Terms and Conditions

Privacy Policy

Tax collection

Based on the location of your property, Vrbo is obligated to collect and remit taxes on the bookings at your rental property. The table below shows which taxes Vrbo will collect.

Hide Vrbo taxes

Vrbo's taxes

Vrbo is required to collect and pay the following taxes on bookings for this listing:

Taxing authority	Government level	Tax rate	Tax type	Taxable amounts	Effective Date
ARKANSAS	State	2%	Accommodations Tax	Rent & All Fees	Active
ARKANSAS	State	6.5%	General Sales and Use Tax	Rent & All Fees	Active
WASHINGTON	County	1.25%	General Sales and Use Tax	Rent & All Fees	Active
FAYETTEVILLE	City	1%	Lodging Tax	Rent & Your Fees	Active
FAYETTEVILLE	City	2%	General Sales and Use Tax	Rent & All Fees	Active
FAYETTEVILLE	City	1%	Accommodations Tax	Rent & Your Fees	Active

VRBO Pay and Tax Withholdings Report - 2017-2023

VRBO ID	property ID	property	Res ID	First Name	Last name	booked	Checkin	Checkout	Nights	Payout date	Gross amount	Deductions (Tax/Fees)	Payout
375818	375818	426 N Oliver Ave	HA-YVWLGP	Shelbi	Wolven	Reserve	July 30, 2017	August 4, 2017	5	July 31, 2017	3352.50	268.19	3084.31
375818	375818	426 N Oliver Ave	HA-3BNYB3	David	Dennis	Reserve	September 20, 2017	September 24, 201	4	September 21, 201	2346.75	175.40	2171.35
375818	375818	426 N Oliver Ave	HA-Y81F73	David	Hays	Reserve	November 22, 2017	November 24, 2017	2	November 23, 2017	1341.00	100.23	1240.77
375818	375818	426 N Oliver Ave	HA-X0D4T3	Allison	Day	Reserve	December 15, 2017	December 17, 2017	2	December 18, 2017	1341.00	100.23	1240.77
375818	375818	426 N Oliver Ave	HA-D5ZXVQ	Chris	Cook	Reserve	June 8, 2018	June 10, 2018	2	June 4, 2018	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-NKD4BG	Carl	Foreman	Reserve	June 19, 2018	June 21, 2018	2	May 5, 2018	558.75	41.76	516.99
375818	375818	426 N Oliver Ave	HA-STT27Y	Angela	Zakrzewski	Reserve	June 22, 2018	June 24, 2018	2	May 27, 2018	670.50	50.11	620.39
375818	375818	426 N Oliver Ave	HA-FDMZN3	Alan	Embry	Reserve	August 24, 2018	August 26, 2018	2	August 10, 2018	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-FVRNWT	Gary	Gross	Reserve	November 6, 2018	November 8, 2018	2	September 29, 201	726.38	54.28	672.10
375818	375818	426 N Oliver Ave	HA-DSZB9C	christi	covington	Reserve	March 8, 2019	March 10, 2019	2	December 27, 2018	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-VTH8CZ	Susan	Hamilton	Reserve	March 10, 2019	March 12, 2019	2	February 24, 2019	726.38	54.28	672.10
375818	375818	426 N Oliver Ave	HA-PJKG6G	Jerusha	mckinney	Reserve	March 15, 2019	March 17, 2019	2	March 8, 2019	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-498P3V	Latonia	Johnson	Reserve	April 5, 2019	April 7, 2019	2	October 22, 2018	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-MV43YV	Amy	Bush	Reserve	April 19, 2019	April 21, 2019	2	March 31, 2019	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-J8WBJM	Shirley	Pitts	Reserve	April 26, 2019	April 28, 2019	2	April 14, 2019	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-MN05RP	cr	falco	Reserve	May 17, 2019	May 19, 2019	2	August 7, 2018	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-ZM519B	Brent	Stane	Reserve	May 31, 2019	June 2, 2019	2	June 2, 2019	1138.13	86.63	1051.50
375818	375818	426 N Oliver Ave	HA-F6TXVZ	Brigett	Patterson	Reserve	June 20, 2019	June 23, 2019	3	May 17, 2019	1117.51	83.52	1033.99
375818	375818	426 N Oliver Ave	HA-6DRMRC	Daniel	Games	Reserve	July 4, 2019	July 8, 2019	4	July 7, 2019	1546.88	116.39	1430.49
375818	375818	426 N Oliver Ave	HA-BLL820	Gina	Leeper	Reserve	September 13, 2019	September 15, 201	2	July 22, 2019	3517.90	262.93	3254.97
375818	375818	426 N Oliver Ave	HA-47C4YW	Jill	Joslin	Reserve	September 20, 2019	September 22, 201	2	June 22, 2019	3517.90	262.93	3254.97
375818	375818	426 N Oliver Ave	HA-NV8Q9T	Mike	Arnold	Cancel	October 3, 2019	October 6, 2019	0	May 16, 2018	949.88	70.99	878.89
375818	375818	426 N Oliver Ave	HA-63L0CC	Summer	Gell	Reserve	November 8, 2019	November 10, 2019	2	November 11, 2019	1748.00	146.58	1601.42
375818	375818	426 N Oliver Ave	HA-LQ5TQ7	Robin	Leivo	Reserve	December 20, 2019	December 22, 2019	2	January 7, 2019	838.13	62.63	775.50
375818	375818	426 N Oliver Ave	HA-BQ36FH	David	Prueter	Reserve	April 24, 2020	April 26, 2020	2	May 7, 2020	750.00	62.93	687.07
375818	375818	426 N Oliver Ave	HA-PF22NF	Beth	Bryant	Reserve	August 12, 2020	August 23, 2020	11	May 7, 2020	3100.00	259.96	2840.04
375818	375818	426 N Oliver Ave	HA-87Q2SR	John	Brudi	Reserve	September 18, 2020	September 20, 202	2	September 19, 202	750.00	62.95	687.05
375818	375818	426 N Oliver Ave	HA-5TXBR8	Zane	Davidson	Cancel	September 24, 2020	September 27, 202	0	October 1, 2020	1828.00	191.98	1636.02
375818	375818	426 N Oliver Ave	HA-H4DZ2X	JEROME	DEREN	Reserve	October 16, 2020	October 18, 2020	2	October 17, 2020	2148.00	180.50	1967.50
375818	375818	426 N Oliver Ave	HA-M09LB8	BRENT	MCDIARMID	Cancel	October 16, 2020	October 18, 2020	0	September 2, 2020	-3148.00	-264.10	######
375818	375818	426 N Oliver Ave	HA-M09LB8	BRENT	MCDIARMID	Cancel	October 16, 2020	October 18, 2020	0	May 7, 2020	3148.00	264.10	2883.90
375818	375818	426 N Oliver Ave	HA-F1KPP1	Summer	Godman	Reserve	October 23, 2020	October 25, 2020	2	October 27, 2020	750.00	62.95	687.05
375818	375818	426 N Oliver Ave	HA-SVMP0X	David	Parks	Reserve	October 29, 2020	November 1, 2020	3	October 30, 2020	1000.00	83.97	916.03
375818	375818	426 N Oliver Ave	HA-5M1W40	Tracy	Tucker	Reserve	November 5, 2020	November 8, 2020	3	May 7, 2020	3398.00	285.07	3112.93
375818	375818	426 N Oliver Ave	HA-78W4JF	BRENT	MCDIARMID	Cancel	November 13, 2020	November 15, 2020	0	September 2, 2020	-3148.00	-264.10	######
375818	375818	426 N Oliver Ave	HA-78W4JF	BRENT	MCDIARMID	Cancel	November 13, 2020	November 15, 2020	0	May 7, 2020	3148.00	264.10	2883.90
375818	375818	426 N Oliver Ave	HA-9TDBC6	April	Garrett	Reserve	December 11, 2020	December 13, 2020	2	December 12, 2020	3148.00	264.25	2883.75
375818	375818	426 N Oliver Ave	HA-K0MYPZ	Amy	OBrien	Reserve	December 18, 2020	December 20, 2020	2	December 19, 2020	750.00	63.02	686.98
375818	375818	426 N Oliver Ave	HA-JSZ5PV	Debbie	Bennett	Reserve	January 1, 2021	January 3, 2021	2	January 2, 2021	750.00	63.06	686.94
375818	375818	426 N Oliver Ave	HA-N0Z9FB	Kari	Wicker	Reserve	February 5, 2021	February 7, 2021	2	February 6, 2021	750.00	63.06	686.94
375818	375818	426 N Oliver Ave	HA-VM32Q0	Cathleen	Roberson	Reserve	March 5, 2021	March 7, 2021	2	March 6, 2021	750.00	63.06	686.94
375818	375818	426 N Oliver Ave	HA-6LCTYK	Jeff	Edwards	Reserve	March 8, 2021	March 11, 2021	3	March 9, 2021	900.00	75.66	824.34
375818	375818	426 N Oliver Ave	HA-J1JVN9	Larry	Kelley	Reserve	March 12, 2021	March 15, 2021	3	March 13, 2021	1000.00	84.02	915.98
375818	375818	426 N Oliver Ave	HA-PRGSJ1	Doug	Ashmore	Reserve	March 15, 2021	March 19, 2021	4	March 16, 2021	1150.00	96.62	1053.38
375818	375818	426 N Oliver Ave	HA-Z45DT9	Gregg	Gober	Reserve	March 26, 2021	March 28, 2021	2	March 27, 2021	750.00	63.03	686.97
375818	375818	426 N Oliver Ave	HA-5NDFB2	Cheryl	Hunt	Reserve	March 31, 2021	April 4, 2021	4	April 1, 2021	1250.00	105.06	1144.94
375818	375818	426 N Oliver Ave	HA-4GHK75	Sarah	Vaughn	Reserve	April 8, 2021	April 11, 2021	3	April 9, 2021	1000.00	84.06	915.94

375818	375818	426 N Oliver Ave	HA-00XGP6	Peterson	Beath	Reserve	April 16, 2021	April 19, 2021	3	April 17, 2021	1000.00	84.06	915.94			
375818	375818	426 N Oliver Ave	HA-86RP3V	Taylor	Griffin	Reserve	April 22, 2021	April 25, 2021	3	April 23, 2021	1000.00	84.06	915.94			
375818	375818	426 N Oliver Ave	HA-CMLTKH	Bob	Stanley	Reserve	April 30, 2021	May 2, 2021	2	May 1, 2021	750.00	63.06	686.94			
375818	375818	426 N Oliver Ave	HA-NFDF27	John	Huffman	Reserve	May 6, 2021	May 10, 2021	4	May 7, 2021	3598.00	302.34	3295.66			
375818	375818	426 N Oliver Ave	HA-V3C0CS	Jamie	Kraybill	Reserve	May 21, 2021	May 23, 2021	2	May 22, 2021	900.00	75.03	824.97			
375818	375818	426 N Oliver Ave	HA-D6TGCQ	Michaela	Roy	Reserve	June 4, 2021	June 6, 2021	2	June 5, 2021	750.00	63.06	686.94			
375818	375818	426 N Oliver Ave	HA-SWR7GG	Dawn	Bramlett	Reserve	June 17, 2021	June 20, 2021	3	June 18, 2021	1000.00	84.06	915.94			
375818	375818	426 N Oliver Ave	HA-C8F35Q	David	Heard	Reserve	June 24, 2021	June 26, 2021	2	June 25, 2021	700.00	58.85	641.15			
375818	375818	426 N Oliver Ave	HA-PXT3KS	Patty	Campbell	Reserve	July 9, 2021	July 12, 2021	3	July 13, 2021	1000.00	84.06	915.94			
375818	375818	426 N Oliver Ave	HA-SZXGV5	Suzanne	Dudley	Reserve	July 14, 2021	July 16, 2021	2	July 15, 2021	650.00	54.60	595.40			
375818	375818	426 N Oliver Ave	HA-NRX86D	Steven	Hughes	Reserve	July 16, 2021	July 19, 2021	3	July 17, 2021	1000.00	83.97	916.03			
375818	375818	426 N Oliver Ave	HA-F7CH8H	Sherri	Bailey	Cancel	July 22, 2021	July 24, 2021	0	July 29, 2021	700.00	58.77	641.23			
375818	375818	426 N Oliver Ave	HA-M776RC	Vickiel	Vaughn	Reserve	July 23, 2021	July 25, 2021	2	July 24, 2021	750.00	63.02	686.98			
375818	375818	426 N Oliver Ave	HA-358TCQ	Justin	Van Schoick	Reserve	July 28, 2021	August 1, 2021	4	July 29, 2021	1250.00	105.06	1144.94			
375818	375818	426 N Oliver Ave	HA-T4QJ90	Erica	Lattanzio	Reserve	August 6, 2021	August 8, 2021	2	August 7, 2021	750.00	62.99	687.01			
375818	375818	426 N Oliver Ave	HA-GYCC1S	Ashley	Walker	Reserve	August 10, 2021	August 12, 2021	2	August 11, 2021	650.00	54.65	595.35			
375818	375818	426 N Oliver Ave	HA-M8J08P	Robert	Perry	Reserve	August 13, 2021	August 15, 2021	2	August 14, 2021	750.00	63.06	686.94			
375818	375818	426 N Oliver Ave	HA-GHFCTC	Joel	Nickles	Reserve	August 15, 2021	August 18, 2021	3	August 16, 2021	900.00	75.58	824.42			
375818	375818	426 N Oliver Ave	HA-VG501C	Colleen	McKenzie	Cancel	August 19, 2021	August 22, 2021	0	July 24, 2021	500.00	39.93	460.07			
375818	375818	426 N Oliver Ave	HA-TJLNSV	Andrew	Kennedy	Reserve	August 24, 2021	August 30, 2021	6	August 25, 2021	1750.00	146.90	1603.10			
375818	375818	426 N Oliver Ave	HA-8T1T81	Joe	Nesbitt	Reserve	September 3, 2021	September 6, 2021	3	September 4, 2021	2398.00	200.42	2197.58			
375818	375818	426 N Oliver Ave	HA-B54KTR	Donna	Campbell	Reserve	September 10, 2021	September 13, 202	3	September 11, 202	4400.00	369.63	4030.37			
375818	375818	426 N Oliver Ave	HA-QLXBYF	ella	smith	Reserve	September 17, 2021	September 19, 202	2	September 18, 202	2148.00	180.42	1967.58			
375818	375818	426 N Oliver Ave	HA-02BSS2	Joe	Edgerle	Reserve	September 22, 2021	September 26, 202	4	September 23, 202	1248.00	104.89	1143.11			
375818	375818	426 N Oliver Ave	HA-960RT0	Carrie	Boyd	Reserve	September 30, 2021	October 3, 2021	3	October 1, 2021	998.00	83.90	914.10			
375818	375818	426 N Oliver Ave	HA-WP876P	Lauren	King	Reserve	October 5, 2021	October 12, 2021	7	October 6, 2021	1998.00	167.89	1830.11			
375818	375818	426 N Oliver Ave	HA-SSJXV7	Keri	Gage	Reserve	October 14, 2021	October 17, 2021	3	October 15, 2021	3398.00	285.54	3112.46			
375818	375818	426 N Oliver Ave	HA-VP04QD	Jennifer	Brunk	Reserve	November 21, 2021	November 26, 2021	5	November 22, 2021	1400.00	117.47	1282.53			
375818	375818	426 N Oliver Ave	HA-4LZ8GD	Booth	Brian	Reserve	November 26, 2021	November 29, 2021	3	November 27, 2021	1999.00	167.84	1831.16			
375818	375818	426 N Oliver Ave	HA-SLMLV2	holly	hlopak	Reserve	December 16, 2021	December 19, 2021	3	December 17, 2021	1400.00	117.64	1282.36			
375818	375818	426 N Oliver Ave	HA-W39NJB	glenna	cunningham	Reserve	December 22, 2021	December 28, 2021	6	December 23, 2021	1870.00	155.64	1714.36			
375818	375818	426 N Oliver Ave	HA-0S3FLP	Megan	Holthoff	Reserve	December 30, 2021	January 2, 2022	3	December 31, 2021	1000.00	83.97	916.03			
375818	375818	426 N Oliver Ave	HA-GD22ZB	Brandon	Conine	Reserve	January 28, 2022	January 31, 2022	3	January 29, 2022	1497.00	125.74	1371.26			
375818	375818	426 N Oliver Ave	HA-YC4GJK	Warren	Preston	Reserve	February 25, 2022	February 27, 2022	2	February 26, 2022	1148.00	96.36	1051.64			
375818	375818	426 N Oliver Ave	HA-JR29TB	Leslie	Taylor	Reserve	March 10, 2022	March 14, 2022	4	March 11, 2022	1598.00	133.95	1464.05			
375818	375818	426 N Oliver Ave	HA-MFWKYB	terrie	waddell	Reserve	March 16, 2022	March 20, 2022	4	March 17, 2022	1846.00	155.03	1690.97			
375818	375818	426 N Oliver Ave	HA-SJKCXS	Diane	Schneider	Reserve	April 15, 2022	April 17, 2022	2	April 16, 2022	806.00	67.72	738.28			
375818	375818	426 N Oliver Ave	HA-RMN288	Melissa	Snyder	Reserve	May 12, 2022	May 15, 2022	3	May 13, 2022	3147.00	264.18	2882.82			
375818	375818	426 N Oliver Ave	HA-2DQNSK	Angie	Hoskins - Bandy	Reserve	May 19, 2022	May 21, 2022	2	May 20, 2022	861.00	72.32	788.68			
375818	375818	426 N Oliver Ave	HA-BX4G34	Brent	Stane	Reserve	June 3, 2022	June 5, 2022	2	June 4, 2022	918.00	77.13	840.87			
375818	375818	426 N Oliver Ave	HA-G56T03	Cynthia	Rowlett	Reserve	June 9, 2022	June 12, 2022	3	June 10, 2022	1408.00	118.19	1289.81			
375818	375818	426 N Oliver Ave	HA-V7TCTR	Lisa	Diederich	Reserve	June 15, 2022	June 18, 2022	3	June 16, 2022	1189.00	100.59	1088.41			
375818	375818	426 N Oliver Ave	HA-VDC4ZQ	Beth	Clark	Reserve	June 26, 2022	June 29, 2022	3	July 4, 2022	-250.00	-7.55	-242.45			
375818	375818	426 N Oliver Ave	HA-VDC4ZQ	Beth	Clark	Reserve	June 26, 2022	June 29, 2022	3	June 27, 2022	1056.00	88.72	967.28			
375818	375818	426 N Oliver Ave	HA-FWTBLD	Christina	Jackson	Reserve	July 3, 2022	July 6, 2022	3	July 4, 2022	1136.00	96.11	1039.89			
375818	375818	426 N Oliver Ave	HA-L27V4R	Beth	Bryant	Reserve	July 12, 2022	July 14, 2022	2	July 13, 2022	787.00	66.57	720.43			
375818	375818	426 N Oliver Ave	HA-RK0LPG	Erik	Bailey	Reserve	July 27, 2022	July 31, 2022	4	July 29, 2022	1352.00	114.37	1237.63			
375818	375818	426 N Oliver Ave	HA-RK0LPG	Erik	Bailey	Reserve	July 27, 2022	July 31, 2022	4	July 28, 2022	250.00	20.00	230.00			
375818	375818	426 N Oliver Ave	HA-5JGSR9	Anna	Williams	Reserve	August 9, 2022	August 12, 2022	3	August 10, 2022	750.00	62.97	687.03			

375818	375818	426 N Oliver Ave	HA-Q161TJ	Cindy	Dean	Reserve	August 12, 2022	August 14, 2022	2	August 13, 2022	1153.00	97.55	1055.45			
375818	375818	426 N Oliver Ave	HA-WBWCCJ	Jared	Cowgill	Reserve	September 2, 2022	September 4, 2022	2	September 3, 2022	3148.00	264.26	2883.74			
375818	375818	426 N Oliver Ave	HA-9VCRQG	Jim	Blume	Reserve	September 16, 2022	September 18, 202	2	September 17, 202	2148.00	180.32	1967.68			
375818	375818	426 N Oliver Ave	HA-Y0KWJB	Aaron	Reed	Reserve	September 23, 2022	September 25, 202	2	September 24, 202	948.00	80.22	867.78			
375818	375818	426 N Oliver Ave	HA-JWFHXT	Alan	Gates	Reserve	September 29, 2022	October 2, 2022	3	September 30, 202	3497.00	293.56	3203.44			
375818	375818	426 N Oliver Ave	HA-5X8PMB	Deb	Fattes	Reserve	October 14, 2022	October 16, 2022	2	October 15, 2022	928.00	77.94	850.06			
375818	375818	426 N Oliver Ave	HA-17H5WM	Sarah	Rickert	Reserve	October 21, 2022	October 23, 2022	2	October 22, 2022	912.00	77.18	834.82			
375818	375818	426 N Oliver Ave	HA-RCLR6L	Ashley	Walker	Reserve	November 11, 2022	November 14, 2022	3	November 12, 2022	2178.00	182.84	1995.16			
375818	375818	426 N Oliver Ave	HA-FPNLNC	Joe	Nesbitt	Reserve	November 17, 2022	November 20, 2022	3	November 18, 2022	3544.00	297.51	3246.49			
375818	375818	426 N Oliver Ave	HA-Q3J2X3	Kimberly	Crosby	Reserve	November 23, 2022	November 27, 2022	4	November 24, 2022	1758.00	148.63	1609.37			
375818	375818	426 N Oliver Ave	HA-125JPC	Alan	Gates	Reserve	February 3, 2023	February 5, 2023	2	February 4, 2023	811.00	68.60	742.40			
375818	375818	426 N Oliver Ave	HA-T91ZDN	ashley	easterly	Reserve	February 17, 2023	February 19, 2023	2	February 18, 2023	668.00	56.53	611.47			
375818	375818	426 N Oliver Ave	HA-RD420Q	Dacia	Perkins	Reserve	February 23, 2023	February 26, 2023	3	February 24, 2023	1070.00	90.50	979.50			
375818	375818	426 N Oliver Ave	HA-K364L2	Matt	Wingfield	Reserve	March 3, 2023	March 5, 2023	2	March 4, 2023	811.00	68.57	742.43			
375818	375818	426 N Oliver Ave	HA-6R7B4M	Lori	Koehn	Reserve	March 12, 2023	March 15, 2023	3	March 13, 2023	867.00	73.37	793.63			
375818	375818	426 N Oliver Ave	HA-7P6M5M	Jason	Viers	Reserve	March 15, 2023	March 17, 2023	2	March 16, 2023	628.00	53.14	574.86			
375818	375818	426 N Oliver Ave	HA-YVRPS5	Adam	Patterson	Reserve	March 17, 2023	March 19, 2023	2	March 18, 2023	1068.00	90.33	977.67			
375818	375818	426 N Oliver Ave	HA-5TKWGD	Alan	Gates	Reserve	March 31, 2023	April 2, 2023	2	April 1, 2023	1398.00	117.15	1280.85			
375818	375818	426 N Oliver Ave	HA-CH0CVP	Mary	Kotara	Reserve	April 7, 2023	April 10, 2023	3	April 8, 2023	1119.00	94.69	1024.31			
375818	375818	426 N Oliver Ave	HA-F90J3K	Tracy	Pedersen	Reserve	April 28, 2023	April 30, 2023	2	April 29, 2023	1148.00	97.14	1050.86			
375818	375818	426 N Oliver Ave	HA-MVT66G	Randolph	Smith	Reserve	May 17, 2023	May 21, 2023	4	May 18, 2023	1126.00	95.28	1030.72			
375818	375818	426 N Oliver Ave	HA-WYVJ0F	Jamie	Edwards	Reserve	May 26, 2023	May 28, 2023	2	May 27, 2023	688.00	58.22	629.78			
375818	375818	426 N Oliver Ave	HA-98NPN4	Renee	Day	Reserve	May 30, 2023	June 1, 2023	2	May 31, 2023	548.00	46.37	501.63			
375818	375818	426 N Oliver Ave	HA-J0X4NB	Brent	Stane	Cancel	June 10, 2023	June 12, 2023	0	June 11, 2023	1146.00	96.98	1049.02			
375818	375818	426 N Oliver Ave	HA-WXCX5T	Tyler	Childs	Reserve	June 16, 2023	June 18, 2023	2	June 17, 2023	1487.00	125.77	1361.23			
375818	375818	426 N Oliver Ave	HA-YX0R24	Mike	Webb	Reserve	June 19, 2023	June 23, 2023	4	June 20, 2023	946	80.05	865.95			

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 29-Feb-2016
DUE ON OR BEFORE: 21-Mar-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	9,235.00	6.500%	600.00	12.00	0.00	588.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13)	588.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)	181.00
35.	**Total Local Tax** (from line 32)	300.00
36.	**Total Tax Due** (add lines 33, 34, and 35)	1,069.00
37.	**Less Prepayments** (if required)	0.00
38.	**Net Tax Due** (enter this amount on the voucher below)	1,069.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 29-Feb-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	9,235.00	2.000%	185.00	4.00	181.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Mar-2016
DUE ON OR BEFORE: 20-Apr-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	4,705.00	6.500%	306.00	6.00	0.00	300.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	300.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	35.00
35.	**Total Local Tax** (from line 32).....	150.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	485.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	485.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Mar-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	3,553.00	1.000%	36.00	1.00	35.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Apr-2016
DUE ON OR BEFORE: 20-May-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	950.00	6.500%	62.00	0.00	0.00	62.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	62.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	13.00
35.	**Total Local Tax** (from line 32).....	31.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	106.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	106.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Apr-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	650.00	2.000%	13.00	0.00	13.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-May-2016
DUE ON OR BEFORE: 20-Jun-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,250.00	6.500%	146.00	3.00	0.00	143.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	143.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	12.00
35.	**Total Local Tax** (from line 32).....	71.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	226.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	226.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-May-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	600.00	2.000%	12.00	0.00	12.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Jun-2016
DUE ON OR BEFORE: 20-Jul-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,633.00	6.500%	171.00	0.00	0.00	171.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	171.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	38.00
35.	**Total Local Tax** (from line 32).....	53.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	262.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	262.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Jun-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	1,883.00	2.000%	38.00	0.00	38.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jul-2016
DUE ON OR BEFORE: 22-Aug-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,753.00	6.500%	179.00	4.00	0.00	175.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	175.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	18.00
35.	**Total Local Tax** (from line 32).....	87.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	280.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	280.00

AUDIT COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jul-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	895.00	2.000%	18.00	0.00	18.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Aug-2016
DUE ON OR BEFORE: 20-Sep-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	799.00	6.500%	52.00	1.00	0.00	51.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	51.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	26.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	77.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	77.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Aug-2016 **ACCOUNT ID:** 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Sep-2016
DUE ON OR BEFORE: 20-Oct-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	10,616.00	6.500%	690.00	14.00	0.00	676.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	676.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	17.00
35.	**Total Local Tax** (from line 32).....	338.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	1,031.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	1,031.00

ARCHIVE COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Sep-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	850.00	2.000%	17.00	0.00	17.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Oct-2016
DUE ON OR BEFORE: 21-Nov-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	9,082.00	6.500%	590.00	12.00	0.00	578.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	578.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	29.00
35.	**Total Local Tax** (from line 32).....	290.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	897.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	897.00

AUDIT COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Oct-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	1,500.00	2.000%	30.00	1.00	29.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Nov-2016
DUE ON OR BEFORE: 20-Dec-2016

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	8,638.00	6.500%	561.00	0.00	0.00	561.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	561.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	32.00
35.	**Total Local Tax** (from line 32).....	281.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	874.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	874.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Nov-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	1,598.00	2.000%	32.00	0.00	32.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Dec-2016
DUE ON OR BEFORE: 20-Jan-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	1,474.00	6.500%	96.00	2.00	0.00	94.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	94.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	46.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	140.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	140.00

AUDIT COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Dec-2016

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jan-2017
DUE ON OR BEFORE: 21-Feb-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	360.00	6.500%	23.00	0.00	0.00	23.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	23.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	102.00
35.	**Total Local Tax** (from line 32).....	178.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	303.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	303.00

AUDIT COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jan-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	5,200.00	2.000%	104.00	2.00	102.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 28-Feb-2017
DUE ON OR BEFORE: 20-Mar-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 28-Feb-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Mar-2017
DUE ON OR BEFORE: 20-Apr-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Mar-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Apr-2017
DUE ON OR BEFORE: 22-May-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Apr-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-May-2017
DUE ON OR BEFORE: 20-Jun-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	885.00	6.500%	58.00	1.00	0.00	57.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	57.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	18.00
35.	**Total Local Tax** (from line 32).....	28.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	103.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	103.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-May-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	885.00	2.000%	18.00	0.00	18.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Jun-2017
DUE ON OR BEFORE: 20-Jul-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,847.00	6.500%	185.00	0.00	0.00	185.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	185.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	49.00
35.	**Total Local Tax** (from line 32).....	93.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	327.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	327.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Jun-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	2,468.00	2.000%	49.00	0.00	49.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jul-2017
DUE ON OR BEFORE: 21-Aug-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,027.00	6.500%	132.00	0.00	0.00	132.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	132.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	41.00
35.	**Total Local Tax** (from line 32).....	66.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	239.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	239.00

AUDIT COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jul-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	2,027.00	2.000%	41.00	0.00	41.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Aug-2017
DUE ON OR BEFORE: 20-Sep-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,601.00	6.500%	169.00	0.00	0.00	169.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	169.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	85.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	254.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	254.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Aug-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Sep-2017
DUE ON OR BEFORE: 20-Oct-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	3,907.00	6.500%	254.00	0.00	0.00	254.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	254.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	58.00
35.	**Total Local Tax** (from line 32).....	127.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	439.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	439.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Sep-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	2,900.00	2.000%	58.00	0.00	58.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Oct-2017
DUE ON OR BEFORE: 20-Nov-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	300.00	6.500%	20.00	0.00	0.00	20.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	20.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	10.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	30.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	30.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Oct-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Nov-2017
DUE ON OR BEFORE: 20-Dec-2017

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	5,128.00	6.500%	333.00	7.00	0.00	326.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	326.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	69.00
35.	**Total Local Tax** (from line 32).....	164.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	559.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	559.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Nov-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	3,498.00	2.000%	70.00	1.00	69.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Dec-2017
DUE ON OR BEFORE: 22-Jan-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,703.00	6.500%	176.00	4.00	0.00	172.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	172.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	53.00
35.	**Total Local Tax** (from line 32).....	86.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	311.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	311.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Dec-2017

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	2,703.00	2.000%	54.00	1.00	53.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jan-2018
DUE ON OR BEFORE: 20-Feb-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jan-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 28-Feb-2018
DUE ON OR BEFORE: 20-Mar-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13)	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)	0.00
35.	**Total Local Tax** (from line 32)	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35)	0.00
37.	**Less Prepayments** (if required)	0.00
38.	**Net Tax Due** (enter this amount on the voucher below)	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 28-Feb-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Mar-2018
DUE ON OR BEFORE: 20-Apr-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	3,584.00	6.500%	233.00	0.00	0.00	233.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	233.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	72.00
35.	**Total Local Tax** (from line 32).....	117.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	422.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	422.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Mar-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	3,584.00	2.000%	72.00	0.00	72.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Apr-2018
DUE ON OR BEFORE: 21-May-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Apr-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-May-2018
DUE ON OR BEFORE: 20-Jun-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,925.00	6.500%	190.00	4.00	0.00	186.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	186.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	58.00
35.	**Total Local Tax** (from line 32).....	94.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	338.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	338.00

AUDITOR COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-May-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	2,925.00	2.000%	59.00	1.00	58.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Jun-2018
DUE ON OR BEFORE: 20-Jul-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	3,178.00	6.500%	207.00	4.00	0.00	203.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 5.500% Mfg Repair	0.00	5.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	203.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	63.00
35.	**Total Local Tax** (from line 32).....	102.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	368.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	368.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Jun-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	3,178.00	2.000%	64.00	1.00	63.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jul-2018
DUE ON OR BEFORE: 20-Aug-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	378.00	6.500%	25.00	1.00	0.00	24.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	24.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	13.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	37.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	37.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jul-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Aug-2018
DUE ON OR BEFORE: 20-Sep-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,586.00	6.500%	168.00	3.00	0.00	165.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	165.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	8.00
35.	**Total Local Tax** (from line 32).....	82.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	255.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	255.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Aug-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	750.00	1.000%	8.00	0.00	8.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Sep-2018
DUE ON OR BEFORE: 22-Oct-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,355.00	6.500%	153.00	0.00	0.00	153.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	153.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	76.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	229.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	229.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Sep-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Oct-2018
DUE ON OR BEFORE: 20-Nov-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	4,492.00	6.500%	292.00	0.00	0.00	292.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	292.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	25.00
35.	**Total Local Tax** (from line 32).....	146.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	463.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	463.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Oct-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	2,482.00	1.000%	25.00	0.00	25.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Nov-2018
DUE ON OR BEFORE: 20-Dec-2018

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Nov-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Dec-2018
DUE ON OR BEFORE: 22-Jan-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	776.00	6.500%	50.00	1.00	0.00	49.00
2. Food Tax	0.00	1.500%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	1.500%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	1.500%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	49.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	8.00
35.	**Total Local Tax** (from line 32).....	26.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	83.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	83.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Dec-2018

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	776.00	1.000%	8.00	0.00	8.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jan-2019
DUE ON OR BEFORE: 20-Feb-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	776.00	6.500%	50.00	1.00	0.00	49.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	49.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	16.00
35.	**Total Local Tax** (from line 32).....	26.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	91.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	91.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jan-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	776.00	2.000%	16.00	0.00	16.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 28-Feb-2019
DUE ON OR BEFORE: 20-Mar-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 28-Feb-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Mar-2019
DUE ON OR BEFORE: 22-Apr-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	1,763.00	6.500%	115.00	2.00	0.00	113.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	113.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	8.00
35.	**Total Local Tax** (from line 32).....	56.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	177.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	177.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Mar-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	776.00	1.000%	8.00	0.00	8.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Apr-2019
DUE ON OR BEFORE: 20-May-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	776.00	6.500%	50.00	1.00	0.00	49.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	49.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	8.00
35.	**Total Local Tax** (from line 32).....	26.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	83.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	83.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Apr-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	776.00	1.000%	8.00	0.00	8.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-May-2019
DUE ON OR BEFORE: 20-Jun-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	3,692.00	6.500%	240.00	5.00	0.00	235.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	235.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	36.00
35.	**Total Local Tax** (from line 32).....	118.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	389.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	389.00

AUDITOR COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-May-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	3,692.00	1.000%	37.00	1.00	36.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Jun-2019
DUE ON OR BEFORE: 22-Jul-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	3,255.00	6.500%	212.00	4.00	0.00	208.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 4.500% Mfg Repair	0.00	4.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	208.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	65.00
35.	**Total Local Tax** (from line 32).....	104.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	377.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	377.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Jun-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	3,255.00	2.000%	65.00	0.00	65.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jul-2019
DUE ON OR BEFORE: 20-Aug-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	378.00	6.500%	25.00	1.00	0.00	24.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	24.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	13.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	37.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	37.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jul-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Aug-2019
DUE ON OR BEFORE: 20-Sep-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	2,870.00	6.500%	187.00	4.00	0.00	183.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	183.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	91.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	274.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	274.00

AUDITOR COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Aug-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Sep-2019
DUE ON OR BEFORE: 21-Oct-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	1,305.00	6.500%	85.00	2.00	0.00	83.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13)	83.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)	0.00
35.	**Total Local Tax** (from line 32)	41.00
36.	**Total Tax Due** (add lines 33, 34, and 35)	124.00
37.	**Less Prepayments** (if required)	0.00
38.	**Net Tax Due** (enter this amount on the voucher below)	124.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Sep-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.650	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Oct-2019
DUE ON OR BEFORE: 20-Nov-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	420.00	6.500%	27.00	1.00	0.00	26.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	26.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	13.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	39.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	39.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Oct-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Nov-2019
DUE ON OR BEFORE: 20-Dec-2019

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	50.00	6.500%	3.00	0.00	0.00	3.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	3.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	2.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	5.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	5.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Nov-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Dec-2019
DUE ON OR BEFORE: 21-Jan-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Dec-2019

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jan-2020
DUE ON OR BEFORE: 20-Feb-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ARCHIVE COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jan-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 29-Feb-2020
DUE ON OR BEFORE: 20-Mar-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 29-Feb-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Mar-2020
DUE ON OR BEFORE: 20-Apr-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Mar-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Apr-2020
DUE ON OR BEFORE: 20-May-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Apr-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-May-2020
DUE ON OR BEFORE: 22-Jun-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-May-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Jun-2020
DUE ON OR BEFORE: 20-Jul-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 3.500% Mfg Repair	0.00	3.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Jun-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Jul-2020
DUE ON OR BEFORE: 20-Aug-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Jul-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Aug-2020
DUE ON OR BEFORE: 21-Sep-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Aug-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Sep-2020
DUE ON OR BEFORE: 20-Oct-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	593.00	6.500%	39.00	1.00	0.00	38.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	38.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	21.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	59.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	59.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Sep-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Oct-2020
DUE ON OR BEFORE: 20-Nov-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	740.00	6.500%	48.00	1.00	0.00	47.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	47.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	26.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	73.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	73.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Oct-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Nov-2020
DUE ON OR BEFORE: 21-Dec-2020

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	960.00	6.500%	62.00	1.00	0.00	61.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	61.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	33.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	94.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	94.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Nov-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Dec-2020
DUE ON OR BEFORE: 20-Jan-2021

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	280.00	6.500%	18.00	0.00	0.00	18.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	18.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	10.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	28.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	28.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Dec-2020

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Mar-2021
DUE ON OR BEFORE: 20-Apr-2021

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Mar-2021

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Jun-2021
DUE ON OR BEFORE: 20-Jul-2021

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	0.00	6.500%	0.00	0.00	0.00	0.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 2.500% Mfg Repair	0.00	2.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	0.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	0.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	0.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	0.00

ARCHIVE COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Jun-2021

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 30-Sep-2021
DUE ON OR BEFORE: 20-Oct-2021

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	5,573.00	6.500%	362.00	7.00	0.00	355.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 1.500% Mfg Repair	0.00	1.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	355.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	178.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	533.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	533.00

ATTORNEY COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 30-Sep-2021

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

Arkansas Excise Tax Return
ET-1 Form

HOGTAILGATING HOLDINGS LLC
426 N OLIVER AVE
FAYETTEVILLE, AR 72701

ACCOUNT ID: 74613712-SLS
PERIOD ENDING: 31-Dec-2021
DUE ON OR BEFORE: 20-Jan-2022

☐ Amended Return — Check box and attach a detailed explanation and supporting documentation for amending the return.

Use whole dollars only. **Use blue or black ink only.**

Gross Receipts Tax	A. Taxable Sales	B. Rate	C. Gross Tax Due	D. Discount	E. Tourism Credit	F. Net Tax Due
1. State Tax	5,929.00	6.500%	385.00	0.00	0.00	385.00
2. Food Tax	0.00	0.125%	0.00	0.00	0.00	0.00
3. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
4. Aviation Tax	0.00	6.500%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	»»»»»»»»»»»»»»»»	0.00

Vendor Use Tax	A. Taxable Sales	B. Rate	C. Net Tax Due
5. State Tax	0.00	6.500%	0.00
6. Food Tax	0.00	0.125%	0.00
7. Mfg. Utility Tax	0.00	0.625%	0.00
8. Aviation Tax	0.00	6.500%	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00

Consumer Use Tax	A. Taxable Purchases	B. Rate	C. Gross Tax Due	D. Economic Dev Credit	E. Net Tax Due
9. State Tax	0.00	6.500%	0.00	0.00	0.00
10. Food Tax	0.00	0.125%	0.00	0.00	0.00
11. Mfg. Utility Tax	0.00	0.625%	0.00	0.00	0.00
12. Aviation Tax	0.00	6.500%	0.00	0.00	0.00
Elect. Mfg. Tax	0.00	1.625%	0.00	0.00	0.00
13. 1.500% Mfg Repair	0.00	1.500%	0.00	0.00	0.00
0.625% Mfg Repair	0.00	0.625%	0.00	0.00	0.00
Mfg. Repair Rebate	0.00				0.00

I DECLARE THIS RETURN (INCLUDING ANY ACCOMPANYING SCHEDULES) HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE.

SIGN HERE >> _____
Owner, Partner or Corporate Officer

PRINT HERE >> _____
Contact Person

_____ Date _____ Phone Number

33.	**Total State Tax** (add Net Tax Due for lines 1 thru 13).....	385.00
34.	**Total Special, Alcoholic Bev. & Marijuana Taxes** (from line 25)...	0.00
35.	**Total Local Tax** (from line 32).....	193.00
36.	**Total Tax Due** (add lines 33, 34, and 35).....	578.00
37.	**Less Prepayments** (if required).....	0.00
38.	**Net Tax Due** (enter this amount on the voucher below).....	578.00

AUDITOR COPY

Arkansas Excise Tax Report
Form ET-1

PERIOD ENDING: 31-Dec-2021

ACCOUNT ID: 74613712-SLS

Transaction Based Taxes	A. Number of Transactions	B. Rate	C. Gross Tax Due	D. Discount	E. Net Tax Due
14. Prepaid Wireless 911 Fee	0.00	$0.100	0.00	0.00	0.00
Special Add'l. Excise Taxes	**A. Taxable Sales & Purchases**	**B. Rate**	**C. Gross Tax Due**	**D. Discount**	**E. Net Tax Due**
15. Tourism	0.00	2.000%	0.00	0.00	0.00
16. Short Term Rental	0.00	1.000%	0.00	0.00	0.00
17. Short Term Rental Vehicle	0.00	10.000%	0.00	0.00	0.00
18. Long Term Rental Vehicle	0.00	0.000%	0.00	0.00	0.00
19. Residential Moving	0.00	4.500%	0.00	0.00	0.00
20. Wholesale Vending	0.00	7.000%	»»»»

CITY OF FAYETTEVILLE ARKANSAS

INSPECTION WORKSHEET (INSP-015166-2022) FOR CITY OF FAYETTEVILLE

Case Number:	STR-000817-2021	**Case Module:**	Business License
Inspection Date:	07/08/2022	**Inspection Status:**	Passed
Inspector:	Robert Cody	**Inspection Type:**	Short-Term Rental Life Safety
Job Address:	426 N Oliver Ave Fayetteville, AR 72701	**Parcel Number:**	765-14494-000

Contact Type	Company Name	Name
	Hogtailgating Holdings	Sean Vollendorf Vollendorf Renee Gresham

Checklist Item	Results	Comments
Shutoffs - Must be in place for all gas, water, and electrical	Pass	
Sleeping Areas - Have egress windows or a door directly to the outside	Pass	
Carbon Monoxide Detectors - Installed and in working order; must be placed near the source of gas and/or garage entrance	Pass	
Extension Cords - In good condition, used safely, not under carpets, or across walking areas; not allowed for permanent wiring	Pass	
Smoke Alarms - Battery operated or interconnected hard wired on every floor, in every bedroom, and outside of bedrooms	Pass	
Handrails/Guardrails - Installed and in good working order where required by AR Fire Prevention Code Vol III	Pass	
Electrical Panels - Labeled	Pass	
Portable Space Heaters - Minimum 3' from combustible materials and not used for primary heat source	Pass	
Portable Fire Extinguishers - Visible on each floor and up to date	Pass	
Escape Routes - Clear of obstructions and easily accessible	Pass	
Plugs - Must be GFCI protected if in kitchen, bathroom, or within 6' of water source	Pass	
Address - Must be displayed in contrasting colors and facing the street	Pass	
Fireplace Chimney - Inspected and cleaned yearly	Pass	
Decks/Balconies - Must be in good working order	Pass	
Furnace - Inspected within the past year and filter replaced; invoice required near equipment	Pass	

CITY OF FAYETTEVILLE ARKANSAS

INSPECTION WORKSHEET (INSP-026322-2023) FOR CITY OF FAYETTEVILLE

Case Number:	STR-0785-2023	**Case Module:**	Business License
Inspection Date:	09/06/2023	**Inspection Status:**	Passed
Inspector:	Craig Wood	**Inspection Type:**	Short-Term Rental Life Safety
Job Address:	426 N Oliver Ave Fayetteville, AR 72701	**Parcel Number:**	765-14494-000

Contact Type	Company Name	Name
		Sean Vollendorf
		Renee Gresham

Checklist Item	Results	Comments
Shutoffs - Must be in place for all gas, water, and electrical	Pass	
Sleeping Areas - Have egress windows or a door directly to the outside	Pass	
Carbon Monoxide Detectors - Installed and in working order; must be placed near the source of gas and/or garage entrance	Pass	
Extension Cords - In good condition, used safely, not under carpets, or across walking areas; not allowed for permanent wiring	Pass	
Verified Number of Bedrooms - Verified Number of Bedrooms for an STR	Pass	4
Smoke Alarms - Battery operated or interconnected hard wired on every floor, in every bedroom, and outside of bedrooms	Pass	Need smoke alarm in basement hall Could not get smoke to work in basement
Handrails/Guardrails - Installed and in good working order where required by AR Fire Prevention Code Vol III	Pass	
Electrical Panels - Labeled	Pass	
Portable Space Heaters - Minimum 3' from combustible materials and not used for primary heat source	Pass	
Portable Fire Extinguishers - Visible on each floor and up to date	Pass	
Escape Routes - Clear of obstructions and easily accessible	Pass	
Plugs - Must be GFCI protected if in kitchen, bathroom, or within 6' of water source	Pass	
Address - Must be displayed in contrasting colors and facing the street	Pass	
Fireplace Chimney - Inspected and cleaned yearly	Pass	Need invoice for cleaning and inspection of fireplace chimney
Decks/Balconies - Must be in good working order	Pass	
Furnace - Inspected within the past year and filter replaced; invoice required near equipment	Pass	Need invoice that it has been maintained within the last year

License Details

License Type:	Short-Term Rental Type 2	**District:**	U of A/Center of Fay	**Applied Date:**	07/27/2021
Issued By:		**Period Start Date:**			
Status:	Denied	**Expiration Date:**			
Description:	Short-Term Rental				

Business | Locations | Fees | Inspections | Attachments | Contacts | Classifications | More Info

Fee Summary | Remaining Fees | Paid Fees | Next Tab | License Details | Main Menu

Fee Summary

Total Fees:	$35.00	**Paid Fees:**	$35.00	**Unpaid Fees:**	$0.00

Remaining Fees

Sort Fee

Fee	Invoice	Computed	Amount Due
No records to display.			

Paid Fees

Sort Fee

Fee	Invoice	Computed
New Business License Fee - Commercial/STR	INV-2021-00016717	$15.00
Short-Term Rental Inspection Fee	INV-2021-00016717	$20.00

Results per page 10 1 - 2 of 2 << < 1 > >>

Gmail Renee Gresham <greshamrenee@gmail.com>

City of Fayetteville Short-Term Rental application - Information still needed - STR-000817-2021 • Hogtailgating Holdings (426 N OLIVER AVE Fayetteville, AR 72701)

3 messages

Thiels, Ginny <vthiels@fayetteville-ar.gov> Sat, Nov 20, 2021 at 12:26 PM
To: "greshamrenee@gmail.com" <greshamrenee@gmail.com>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>

Hello,

Your Short-Term Rental Application is still pending. The reason could be related to missing tax documents, safety inspection and/or fees.

Please review the list below and contact the appropriate department(s) as needed.

Missing HRM documents – If you haven't turned these in or responded with AirBnB (or other entity) information please return them to or call Katie Moore in Accounting – 479-575-8257.

Safety Inspection – If you haven't had an inspection or need a new inspection please call Building Safety – 479-575-8238.

Re-Inspection fees – pay through the portal or come to the office. We can't take payment over the phone.

Thank you,

Ginny Thiels

Business License Clerk

Development Services

City of Fayetteville, Arkansas

479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

Sean V <svollendorf@gmail.com> Sat, Nov 20, 2021 at 12:44 PM
To: Renee Gresham <greshamrenee@gmail.com>

fyi...

===



Sean Vollendorf
Director StuMo West
479.283.9694
[Quoted text hidden]

Sean V <svollendorf@gmail.com> Sat, Nov 20, 2021 at 1:25 PM
To: Renee Gresham <greshamrenee@gmail.com>

Renee,

I've done everything except the inspection. can you schedule that and have them come out?

Thank you!

===



Sean Vollendorf
Director StuMo West
479.283.9694

---------- Forwarded message ---------
From: **Thiels, Ginny** <vthiels@fayetteville-ar.gov>
Date: Sat, Nov 20, 2021 at 11:26 AM
Subject: City of Fayetteville Short-Term Rental application - Information still needed - STR-000817-2021 • Hogtailgating Holdings (426 N OLIVER AVE Fayetteville, AR 72701)
To: greshamrenee@gmail.com <greshamrenee@gmail.com>
Cc: svollendorf@gmail.com <svollendorf@gmail.com>

[Quoted text hidden]

Gmail Renee Gresham <greshamrenee@gmail.com>

City of Fayetteville Short-Term Rental Grace Period has expired

4 messages

Thiels, Ginny <vthiels@fayetteville-ar.gov> Tue, May 31, 2022 at 2:10 PM

Hello,

If you submitted a Short-Term Rental (STR) business license application prior to May 21, 2022 but have not received your license, the process is not complete. One or multiple of the following items need to be addressed.

- Accounting HMR Tax documentation – e-mail Katie Moore at kmoore@fayetteville-ar.gov with questions or to request an additional packet.
- Life Safety Inspection – call Building Safety at 479-575-8238 to schedule. You will need your license number for reference. Please review the checklist before scheduling your inspection.
- Unpaid fees. Please check your CSS account for unpaid invoices.
- Inadequate proof of ownership and/or insurance. Please reference our STR FAQs for required documentation.

You would have been contacted by email on all of the above items. Please check your inbox or call 479-575-8352 for assistance. If ownership has changed for the STR property or you are no longer operating a STR, please let us know so we can close out your application. Please note that business licenses are not transferrable; new ownership requires a new application.

All applications received on or before May 21, 2022 must be approved and issued by July 20, 2022. If not, the application may be denied and a new application, fees, and documentation will be required. Note that City staff needs time to complete reviews and inspections before July 20th as well, so please make sure your requirements are completed with that in mind.

Thank you,

Ginny Thiels

Business License Clerk

Development Services

City of Fayetteville, Arkansas

479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

Sean V <svollendorf@gmail.com> Tue, May 31, 2022 at 3:37 PM
To: Renee Gresham <greshamrenee@gmail.com>

Has this been taken care of?

Thank you!

Sean Vollendorf
[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Tue, Jun 7, 2022 at 5:11 PM
To: Sean V <svollendorf@gmail.com>

Hey Sean,

Sorry for the delay - I wasn't on my personal email last week. I went to the Stadium House this weekend with the checklist they provided and need to complete the following:

Downstairs Bed Rooms need Smoke Detector outside bed rooms - Need to Purchase.

Furnace inspected in the past year - must have invoice present for inspection purposes - I plan to set this up with Paschal.

Need Portable Fire Extinguishers visible on each floor and up to date - need to purchase 2.

All Plugs in Kitchen, Bathroom, and Within 6 ft of water source must be GCFI protected.
- There are currently 2 in the kitchen not up to code and the downstairs bath. **Did you have an electrician/someone that you used for the renovation you would want me to contact to get those up to code?**
- The Master Bedroom has one light out - I had Jack look at it with me and it looks like it's a wiring issue - not a bulb issue when we took it down and looked at it - it was going in and out when certain wires were touched. **Same thing - electrician that did the renovation?**

All Gas, Water, Electrical must have shut offs in place - **do you know where these are located so I can show the inspector when he comes out?**

Side Note - Jack set up with Fletch I believe to mulch/weed the yard.

Let me know if you have any other thoughts and I can get all this set up/purchase items that need to be visible before inspection!

[Quoted text hidden]

Sean V <svollendorf@gmail.com> Tue, Jun 7, 2022 at 5:15 PM
To: Renee Gresham <greshamrenee@gmail.com>

Thank you Renee!

Did you have an electrician/someone that you used for the renovation you would want me to contact to get those up to code?
- The Master Bedroom has one light out - I had Jack look at it with me and it looks like it's a wiring issue - not a bulb issue when we took it down and looked at it - it was going in and out when certain wires were touched. **Same thing - electrician that did the renovation?**
Jeremy Lewis was the builder for the renovation. I'll send you his contact. I don't know if he'll come back this late but it would be nice if he will. If he won't, I have a builder named Mitchell who can do it.

All Gas, Water, Electrical must have shut offs in place - **do you know where these are located so I can show the inspector when he comes out? < *Hmm. I don't. But Mitchell can help. I'll send you Mitchell's number as well. Mitchell will be responsive.***

Sean Vollendorf

[Quoted text hidden]

Gmail Renee Gresham <greshamrenee@gmail.com>

Applying for STR Business License: 426 N Oliver Ave

6 messages

McGuire, Kimberly <kmcguire@fayetteville-ar.gov> Mon, May 1, 2023 at 3:39 PM
To: "greshamrenee@gmail.com" <greshamrenee@gmail.com>, "svollendorf@gmail.com" <svollendorf@gmail.com>
Cc: "Bertram, Becca" <rbertram@fayetteville-ar.gov>

Good afternoon Renee,

I have attached instructions on how to apply for a Short Term Rental business license to this email. You will need to apply for the main house with an STR Type 2 application, and the cottage as an STR Type 1 application. For more information on STRs, please visit the City of Fayetteville website here. I have linked the relevant City of Fayetteville business license ordinance here.

As I mentioned on the phone, a Conditional Use Permit (CUP) is required for any STR Type 2. You can apply for that permit through our online self-service portal at the same time as applying for these business licenses to expedite the process. If you have any questions about what a CUP is and why you need one for you property, please do not hesitate to call the city's planning division at (479)575-8267 and ask to speak to the planner of the day.

Thank you,

Kimberly McGuire

Business License Clerk

Development Services

City of Fayetteville, Arkansas

479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

Applying for STR.pdf
191K

McGuire, Kimberly <kmcguire@fayetteville-ar.gov> Tue, May 2, 2023 at 11:11 AM
To: "greshamrenee@gmail.com" <greshamrenee@gmail.com>, "svollendorf@gmail.com" <svollendorf@gmail.com>
Cc: "Bertram, Becca" <rbertram@fayetteville-ar.gov>

Good morning,

Just wanted to keep you informed about your short term rental case. Our internal process is to document the violation and issue a notice.

This will be mailed out today. According to city ordinance, a valid and current business license is required for each STR dwelling unit before it can be rented. See below for reference.

(E)*Short-Term Rentals.* A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty (30) consecutive days.

(1)*Short-Term Rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.

(2)*Short-Term Rental, Type 2.* A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property. A conditional use permit is required for a Type 2 short-term rental in a residential zoning district prior to the city issuing a business license.

(3)*License Required.* No dwelling unit in the city shall be used as a short-term rental unless:

(a)The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and

(b)The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.

(c)The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.

(4)A separate business license shall be required for each dwelling unit used as a short-term rental.

[Quoted text hidden]

McGuire, Kimberly <kmcguire@fayetteville-ar.gov> Fri, Jun 30, 2023 at 11:57 AM
To: "greshamrenee@gmail.com" <greshamrenee@gmail.com>, "svollendorf@gmail.com" <svollendorf@gmail.com>

Good afternoon,

I wanted to follow up about the status of your rental as we still have not received an application for a business license or conditional use permit.

If you have decided not to use this property as a short-term rental, or have pivoted to it being a long-term rental, please let me know so that I know how to proceed with the code violation case that was issued.

Thank you,

Kimberly McGuire

Business License Clerk

Development Services

City of Fayetteville, Arkansas

Office: 479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

From: McGuire, Kimberly
Sent: Monday, May 1, 2023 3:39 PM
To: greshamrenee@gmail.com; svollendorf@gmail.com
Cc: Bertram, Becca <rbertram@fayetteville-ar.gov>
Subject: Applying for STR Business License: 426 N Oliver Ave

Good afternoon Renee,

[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Fri, Jun 30, 2023 at 1:13 PM
To: "McGuire, Kimberly" <kmcguire@fayetteville-ar.gov>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>

Hi Kimberly,

We have been working on gathering what is needed for the CPU permit first after getting more direction from their office. Once we have that we will start the application process over.

Thanks,

Renee
[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Mon, Aug 7, 2023 at 4:18 PM
To: Sean V <svollendorf@gmail.com>

[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Sat, Sep 9, 2023 at 12:49 PM
To: Sean V <svollendorf@gmail.com>

[Quoted text hidden]

Gmail Renee Gresham <greshamrenee@gmail.com>

426 N Oliver Ave. | Advertising without Business License

10 messages

McGuire, Kimberly <kmcguire@fayetteville-ar.gov> Mon, Aug 7, 2023 at 1:52 PM
To: "greshamrenee@gmail.com" <greshamrenee@gmail.com>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>, "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>, "Bertram, Becca" <rbertram@fayetteville-ar.gov>, "Masters, Jessica" <jmasters@fayetteville-ar.gov>

Good afternoon Renee,

It was brought to my attention that the subject property is still being advertised as a short-term rental on Airbnb, both the main house and ADU. City ordinance states that you are not to operate *or* advertise until your business license is issued. For your convenience, I have included a copy of City Ordinance regarding business licensing and highlighted the sections that are relevant.

The city planner assigned to review your application informed me that your CUP hearing will be Sept. 11, and if the property is not in compliance, the chances of your application being denied are high. Please be aware that the Code Compliance Violation case opened on 5/1/23 is still open and will remain so until your business license is issued and the STRs are operating within compliance.

Thank you,

Kimberly McGuire *(she/her)*

Business License Clerk

Development Services

City of Fayetteville, Arkansas

Office: 479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

CHAPTER_118____BUSINESS_REGISTRY_AND_LICENSES.pdf
253K

Renee Gresham <greshamrenee@gmail.com> Mon, Aug 7, 2023 at 2:46 PM
To: "McGuire, Kimberly" <kmcguire@fayetteville-ar.gov>
Cc: "Bertram, Becca" <rbertram@fayetteville-ar.gov>, "Masters, Jessica" <jmasters@fayetteville-ar.gov>, "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>, "svollendorf@gmail.com" <svollendorf@gmail.com>

Hi Kimberly,

We want to be in compliance with with city ordinance and no not the guidelines laid out. The property owner, Sean, is in town and would like to learn more about this ordinance and the required compliance. He will stop by the Business Development this afternoon at 4:45.

Thank you,

Renee
[Quoted text hidden]

Sean V <svollendorf@gmail.com> Mon, Aug 7, 2023 at 4:01 PM
To: Renee Gresham <greshamrenee@gmail.com>
Cc: "McGuire, Kimberly" <kmcguire@fayetteville-ar.gov>, "Bertram, Becca" <rbertram@fayetteville-ar.gov>, "Masters, Jessica" <jmasters@fayetteville-ar.gov>, "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>

Kimberly,

Does that work for me to come by or maybe to call?

I'm stuck in a meeting but I definitely want to reach out and learn where to go from here.

Thank you so much!

Sean Vollendorf
Chief Growth Officer, StuMo



[Quoted text hidden]

McGuire, Kimberly <kmcguire@fayetteville-ar.gov> Mon, Aug 7, 2023 at 4:08 PM
To: Sean V <svollendorf@gmail.com>, Renee Gresham <greshamrenee@gmail.com>
Cc: "Bertram, Becca" <rbertram@fayetteville-ar.gov>, "Masters, Jessica" <jmasters@fayetteville-ar.gov>, "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>

Sean,

If you would like to come by, you are more than welcome to. Donna Wonsower is the planner assigned to the review of your applications and will be able to provide insight on the Planning Commission Hearing on Sept. 11 wherein compliance will be discussed. If you would like to speak to her she will be available to meet at 4:45 today. You can also reach her at 479-575-8358 if you would like to discuss over the phone.

Thank you,

Kimberly McGuire *(she/her)*

Business License Clerk

Development Services

City of Fayetteville, Arkansas

Office: 479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

From: Sean V <svollendorf@gmail.com>
Sent: Monday, August 7, 2023 4:01 PM
To: Renee Gresham <greshamrenee@gmail.com>
Cc: McGuire, Kimberly <kmcguire@fayetteville-ar.gov>; Bertram, Becca <rbertram@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Subject: Re: 426 N Oliver Ave. | Advertising without Business License

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.

[Quoted text hidden]

Sean V <svollendorf@gmail.com> Mon, Aug 7, 2023 at 4:13 PM
To: "McGuire, Kimberly" <kmcguire@fayetteville-ar.gov>
Cc: Renee Gresham <greshamrenee@gmail.com>, "Bertram, Becca" <rbertram@fayetteville-ar.gov>, "Masters, Jessica" <jmasters@fayetteville-ar.gov>, "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>

I'll step out of this mtg at 4:45 and give her a call. I wish I could come in person but I'm stuck in a mtg. :(

Sean Vollendorf
Chief Growth Officer, StuMo



[Quoted text hidden]

Sean V <svollendorf@gmail.com> Tue, Aug 8, 2023 at 3:35 PM
To: "McGuire, Kimberly" <kmcguire@fayetteville-ar.gov>
Cc: "greshamrenee@gmail.com" <greshamrenee@gmail.com>, "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>, "Bertram, Becca" <rbertram@fayetteville-ar.gov>, "Masters, Jessica" <jmasters@fayetteville-ar.gov>

Hi Kimberly,

I spoke with Donna yesterday and she was super helpful. She even stayed on the phone with me past 5pm, which I greatly appreciated. Too kind. Thank you, Donna!

We have operated this short term rental in compliance from day one, so I'm disappointed that we forgot to take care of the business license this year. That's my fault completely. We usually are in response mode and get on things quickly as we receive requests by email and/or snail mail, but we understand that there isn't communication that goes out to remind us of renewing the business license.

I apologize. It certainly wasn't our intention to operate without a business license. I think you'll see our commitment to the city as we were one of the very early short term rentals to pay taxes to the city.

As of this last night, we have taken our listings down (both the main house and the ADU) from all online listing platforms. Of course, we hate to do so because it will result in lost revenue, and it scares us b/c we have a significant mortgage payment, but we have always endeavored to be in full compliance and this situation is no different.

Thank you all so much for your help on the phone and by email on this issue. We appreciate it.

Sean Vollendorf



[Quoted text hidden]

Wonsower, Donna

From: Sean V <svollendorf@gmail.com>
Sent: Tuesday, August 8, 2023 3:36 PM
To: McGuire, Kimberly
Cc: greshamrenee@gmail.com; Wonsower, Donna; Bertram, Becca; Masters, Jessica
Subject: Re: 426 N Oliver Ave. | Advertising without Business License

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

Hi Kimberly,

I spoke with Donna yesterday and she was super helpful. She even stayed on the phone with me past 5pm, which I greatly appreciated. Too kind. Thank you, Donna!

We have operated this short term rental in compliance from day one, so I'm disappointed that we forgot to take care of the business license this year. That's my fault completely. We usually are in response mode and get on things quickly as we receive requests by email and/or snail mail, but we understand that there isn't communication that goes out to remind us of renewing the business license.

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Thank you all so much for your help on the phone and by email on this issue. We appreciate it.

Sean Vollendorf

On Mon, Aug 7, 2023 at 11:52 AM McGuire, Kimberly <kmcguire@fayetteville-ar.gov> wrote:

> Good afternoon Renee,
>
> It was brought to my attention that the subject property is still being advertised as a short-term rental on Airbnb, both the main house and ADU. City ordinance states that you are not to operate *or* advertise until your business license is issued. For your convenience, I have included a copy of City Ordinance regarding business licensing and highlighted the sections that are relevant.

The city planner assigned to review your application informed me that your CUP hearing will be Sept. 11, and if the property is not in compliance, the chances of your application being denied are high. Please be aware that the Code Compliance Violation case opened on 5/1/23 is still open and will remain so until your business license is issued and the STRs are operating within compliance.

Thank you,

Kimberly McGuire *(she/her)*

Business License Clerk

Development Services

City of Fayetteville, Arkansas

Office: 479.575.8352

Website | Facebook | Twitter | Instagram | YouTube



Wonsower, Donna

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Monday, September 11, 2023 8:45 AM
To: Wonsower, Donna
Cc: Sean V
Subject: Re: CUP-2023-0096 Staff Report
Attachments: IMG_7630.JPG

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

I don't believe the floor plan attachment was attached in the previous email with the pictures of our ADU. I attached it below. Sorry about that!

On Mon, Sep 11, 2023 at 8:43 AM Renee Gresham <greshamrenee@gmail.com> wrote:

> Hi Donna,
>
> See attached photos and rough floor plan drawing of our ADU. It sleeps 2-4 people. Please let me know if you need any other additional information on it.
>
> Thanks,
>
> Renee
>
> On Mon, Sep 11, 2023 at 8:20 AM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:
>
>> Good Morning,
>>
>> In reviewing the zoning violations for the report, the ADU page on AirBnB lists three bedrooms (8 guests) with photos included for this unit (see below screenshots).
>>
>> Regarding the parking, staff and the commission review whether the proposal can likely support the proposed number of guests without violating the ordinance. While it may be possible to host up to 14 guests within ordinance, we must evaluate whether the available parking is sufficient for the property (see below from Chapter 163.18). Staff determined that due to the high number of guests, the parking is likely insufficient for the demand.

Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

Website | Facebook | Twitter | Instagram | YouTube

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Friday, September 8, 2023 5:06 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Cc: Sean V <svollendorf@gmail.com>
Subject: Re: CUP-2023-0096 Staff Report

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

Hi Donna,

One question I do have is that it's stating the ADU and Main Dwelling can hold up to 18 people basing off of 3 bedrooms from the ADU and 4 from the main house. The ADU is only a studio that can sleep up to 4 people so I don't know where the 3 bedroom number came from?

The main house is correct as a 4 bedroom that can sleep 10 people for a total of 14. We would allow one car for the ADU and 3 for the main house which would be within the requirements of the 4 car maximum limit.

Can you please explain how this would violate the current parking codes?

Thanks,

Renee

On Fri, Sep 8, 2023 at 4:36 PM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:

> Good Afternoon,
>
> See attached for staff's report for the meeting on Monday. We are recommending denial of the request due to the potential large number of guests and limited parking spaces. Please review the report and let us know if you have any questions.
>
> Best Regards,
>
> Donna Wonsower (she/her)
>
> Planner, Development Services
>
> 479-575-8358
>
> Website | Facebook | Twitter | Instagram | YouTube

Gmail Renee Gresham <greshamrenee@gmail.com>

City of Fayetteville HMR Taxes - STR-0785-2023 • Hogtailgating Holdings LLC (426 N OLIVER AVE FAYETTEVILLE, AR 72701)

6 messages

Moore, Katie <kmoore@fayetteville-ar.gov> Fri, Aug 11, 2023 at 11:00 AM
To: "greshamrenee@gmail.com" <greshamrenee@gmail.com>, "svollendorf@gmail.com" <svollendorf@gmail.com>
Cc: "Pennington, Sherry" <spennington@fayetteville-ar.gov>

Dear Fayetteville Merchant,

Please see the attached New Business Welcome Packet containing information regarding Hotel/Motel/Restaurant (HMR) taxes that will need to be remitted to the City of Fayetteville each month. The form titled “Data Sheet” will need to be completed so that we can get your business set up in our system for reporting HMR taxes.

If your business will be selling alcoholic beverages, you will need a State of Arkansas Alcoholic Beverage Permit and a City of Fayetteville Alcoholic Beverage Permit. To get started with this process, please contact the State of Arkansas ABC Division at 501-682-1105. Once you have received your State of Arkansas Alcoholic Beverage Permit, please email me a copy so that I can help you obtain your City of Fayetteville Alcoholic Beverage Permit and go over Supplemental Beverage (SB) Taxes.

Short Term Rentals – If you intend to use any management companies for HMR tax remittances, you must reply to this email with the intended management company and we will need verification from a representative of that company. If you intend to use any hosting platforms, please confirm which one(s).

Please visit our FAQ page for more information or the Fayetteville City Ordinance pages:

1. HMR taxes (Title III, Chapter 35)
    1. Short-Term Rentals (Ordinance: 6427 & 6537)
2. Alcohol Permits and SB Taxes (Title XI, Chapter 111)

For any other questions, please respond to this email.

Thanks,

Katie Moore

Revenue Accountant

Accounting Division

113 West Mountain

Fayetteville, AR 72701

T 479-575-8287 **F** 479-575-8273

Thanks,

Katie Moore

Revenue Accountant

Accounting Division

113 West Mountain

Fayetteville, AR 72701

T 479-575-8287 **F** 479-575-8273

New Business Welcome Packet 2.10.23.pdf
4034K

Renee Gresham <greshamrenee@gmail.com> Fri, Aug 11, 2023 at 1:19 PM
To: "Moore, Katie" <kmoore@fayetteville-ar.gov>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>, "Pennington, Sherry" <spennington@fayetteville-ar.gov>

Hi Katie!

We plan to use both VRBO and Airbnb as our platforms for our short term rentals. Do we still need to fill out that sheet provided or what steps do we need to take? It was my understanding that those platforms will remit taxes for us?

Thank you,

Renee
[Quoted text hidden]

Moore, Katie <kmoore@fayetteville-ar.gov> Fri, Aug 11, 2023 at 2:33 PM
To: Renee Gresham <greshamrenee@gmail.com>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>, "Pennington, Sherry" <spennington@fayetteville-ar.gov>

Renee,

I have noted in our records that as long as Airbnb and VRBO are the only hosting platforms you intend to rent this location through, you will

not need to complete the Data Sheet at this time since Airbnb and VRBO now remit HMR taxes on behalf of their clients to the City of Fayetteville. However, if you should rent out this location through a provider other than Airbnb or VRBO, we will need to be notified as you will be responsible for the HMR tax remittance. I have also given the accounting approval required for your STR-0785-2023 business license.

For more information on HMR taxes, Short-Term Rentals, or the VCA agreements with both Airbnb and VRBO, please visit our FAQ page.

Thanks,

Katie Moore

Revenue Accountant

Accounting Division

113 West Mountain

Fayetteville, AR 72701

T 479-575-8287 **F** 479-575-8273

CITY OF FAYETTEVILLE ARKANSAS

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Friday, August 11, 2023 1:19 PM
To: Moore, Katie <kmoore@fayetteville-ar.gov>
Cc: svollendorf@gmail.com; Pennington, Sherry <spennington@fayetteville-ar.gov>
Subject: Re: City of Fayetteville HMR Taxes - STR-0785-2023 • Hogtailgating Holdings LLC (426 N OLIVER AVE FAYETTEVILLE, AR 72701)

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.

[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Fri, Aug 11, 2023 at 3:03 PM
To: "Moore, Katie" <kmoore@fayetteville-ar.gov>
Cc: "Pennington, Sherry" <spennington@fayetteville-ar.gov>, "svollendorf@gmail.com" <svollendorf@gmail.com>

Great! Just to confirm - this the accounting approval for the short term type 2 rental? We also have a type 1 rental pending for a cottage with the same property address. It will also only be on Airbnb and VRBO. Is there anything else we need to do to receive our business license for either of these properties at this time?

Thank you!

Renee
[Quoted text hidden]

Moore, Katie <kmoore@fayetteville-ar.gov> Tue, Aug 15, 2023 at 10:40 AM
To: Renee Gresham <greshamrenee@gmail.com>
Cc: "Pennington, Sherry" <spennington@fayetteville-ar.gov>, "svollendorf@gmail.com" <svollendorf@gmail.com>

Renee,

What is the STR business license number for the second property?

[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Tue, Aug 15, 2023 at 7:31 PM
To: "Moore, Katie" <kmoore@fayetteville-ar.gov>
Cc: "Pennington, Sherry" <spennington@fayetteville-ar.gov>, "svollendorf@gmail.com" <svollendorf@gmail.com>

I just saw your email on the second property, let me know if you need anything else on that one!
[Quoted text hidden]

Gmail Renee Gresham <greshamrenee@gmail.com>

City of Fayetteville HMR Taxes - STR-0786-2023 • Hogtailgating Holdings LLC (426 N OLIVER AVE FAYETTEVILLE, AR 72701)

4 messages

Moore, Katie <kmoore@fayetteville-ar.gov> Tue, Aug 15, 2023 at 2:50 PM
To: "greshamrenee@gmail.com" <greshamrenee@gmail.com>, "svollendorf@gmail.com" <svollendorf@gmail.com>
Cc: "Pennington, Sherry" <spennington@fayetteville-ar.gov>

Dear Fayetteville Merchant,

Please see the attached New Business Welcome Packet containing information regarding Hotel/Motel/Restaurant (HMR) taxes that will need to be remitted to the City of Fayetteville each month. The form titled “Data Sheet” will need to be completed so that we can get your business set up in our system for reporting HMR taxes.

If your business will be selling alcoholic beverages, you will need a State of Arkansas Alcoholic Beverage Permit and a City of Fayetteville Alcoholic Beverage Permit. To get started with this process, please contact the State of Arkansas ABC Division at 501-682-1105. Once you have received your State of Arkansas Alcoholic Beverage Permit, please email me a copy so that I can help you obtain your City of Fayetteville Alcoholic Beverage Permit and go over Supplemental Beverage (SB) Taxes.

Short Term Rentals – If you intend to use any management companies for HMR tax remittances, you must reply to this email with the intended management company and we will need verification from a representative of that company. If you intend to use any hosting platforms, please confirm which one(s).

Please visit our FAQ page for more information or the Fayetteville City Ordinance pages:

1. HMR taxes (Title III, Chapter 35)
    1. Short-Term Rentals (Ordinance: 6427 & 6537)
2. Alcohol Permits and SB Taxes (Title XI, Chapter 111)

For any other questions, please respond to this email.

Thanks,

Katie Moore

Revenue Accountant

Accounting Division

113 West Mountain

Fayetteville, AR 72701

T 479-575-8287 **F** 479-575-8273

CITY OF FAYETTEVILLE ARKANSAS

New Business Welcome Packet 2.10.23.pdf
4034K

Renee Gresham <greshamrenee@gmail.com> Tue, Aug 15, 2023 at 7:30 PM
To: "Moore, Katie" <kmoore@fayetteville-ar.gov>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>, "Pennington, Sherry" <spennington@fayetteville-ar.gov>

Hi Katie!

This is our second short term rental property on the same plot as our other one but it's a Type 1. We will also only be using Airbnb & VRBO for this one as well. What else do we need to have completed from our end to be all set on this one? Do we need to pay for the business license now?
[Quoted text hidden]

Moore, Katie <kmoore@fayetteville-ar.gov> Thu, Aug 17, 2023 at 9:49 AM
To: Renee Gresham <greshamrenee@gmail.com>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>, "Pennington, Sherry" <spennington@fayetteville-ar.gov>, "McGuire, Kimberly" <kmcguire@fayetteville-ar.gov>

Renee,

I have noted in our records that as long as Airbnb and VRBO are the only hosting platforms you intend to rent this location through, you will not need to complete the Data Sheet at this time since Airbnb and VRBO now remit HMR taxes on behalf of their clients to the City of Fayetteville. However, if you should rent out this location through a provider other than Airbnb or VRBO, we will need to be notified as you will be responsible for the HMR tax remittance. I have also given the accounting approval required for your STR-0786-2023 business license.

For more information on HMR taxes, Short-Term Rentals, or the VCA agreements with both Airbnb and VRBO, please visit our FAQ page.

I have also included Kimberly from the Business License Office to assist with the remaining steps of the business license process.

Thanks,

Katie Moore

Revenue Accountant

Accounting Division

113 West Mountain

Fayetteville, AR 72701

T 479-575-8287 **F** 479-575-8273

CITY OF FAYETTEVILLE ARKANSAS

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Tuesday, August 15, 2023 7:31 PM
To: Moore, Katie <kmoore@fayetteville-ar.gov>
Cc: svollendorf@gmail.com; Pennington, Sherry <spennington@fayetteville-ar.gov>
Subject: Re: City of Fayetteville HMR Taxes - STR-0786-2023 • Hogtailgating Holdings LLC (426 N OLIVER AVE FAYETTEVILLE, AR 72701)

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[Quoted text hidden]

McGuire, Kimberly <kmcguire@fayetteville-ar.gov> Thu, Aug 17, 2023 at 10:15 AM
To: "Moore, Katie" <kmoore@fayetteville-ar.gov>, Renee Gresham <greshamrenee@gmail.com>
Cc: "svollendorf@gmail.com" <svollendorf@gmail.com>, "Pennington, Sherry" <spennington@fayetteville-ar.gov>

Hi Renee,

The final thing we need to submit your application for final review is an inspection with Building Safety. Please call 479-575-8238 to schedule.

Thank you,

Kimberly McGuire *(she/her)*

Business License Clerk

Development Services

City of Fayetteville, Arkansas

Office: 479.575.8352

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

[Quoted text hidden]

Gmail Renee Gresham <greshamrenee@gmail.com>

CUP-2023-0096 Staff Report

60 messages

Wonsower, Donna <dwonsower@fayetteville-ar.gov> Fri, Sep 8, 2023 at 4:35 PM
To: Renee Gresham <greshamrenee@gmail.com>, Sean V <svollendorf@gmail.com>

Good Afternoon,

See attached for staff's report for the meeting on Monday. We are recommending denial of the request due to the potential large number of guests and limited parking spaces. Please review the report and let us know if you have any questions.

Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

CUP-2023-0096 PC Report.pdf
5416K

Renee Gresham <greshamrenee@gmail.com> Fri, Sep 8, 2023 at 5:05 PM
To: "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>
Cc: Sean V <svollendorf@gmail.com>

Hi Donna,

One question I do have is that it's stating the ADU and Main Dwelling can hold up to 18 people basing off of 3 bedrooms from the ADU and 4 from the main house. The ADU is only a studio that can sleep up to 4 people so I don't know where the 3 bedroom number came from?

The main house is correct as a 4 bedroom that can sleep 10 people for a total of 14. We would allow one car for the ADU and 3 for the main house which would be within the requirements of the 4 car maximum limit.

Can you please explain how this would violate the current parking codes?

Thanks,

Renee
[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Sun, Sep 10, 2023 at 10:23 AM
To: Kim Vollendorf <kimvdorf@gmail.com>

[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Sun, Sep 10, 2023 at 10:23 AM
To: Kim Vollendorf <kimvdorf@gmail.com>

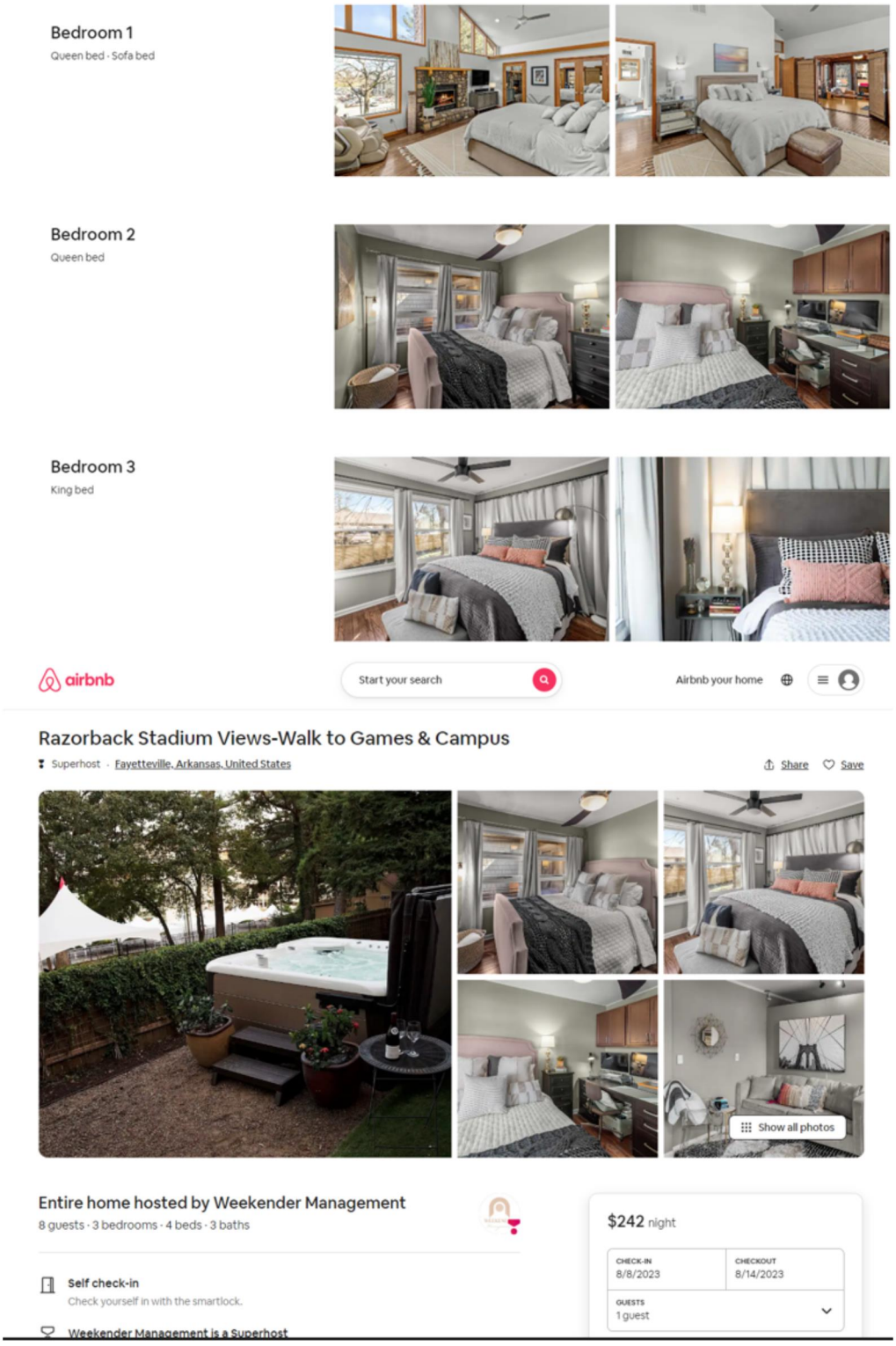
[Quoted text hidden]

CUP-2023-0096 PC Report.pdf
5416K

Wonsower, Donna <dwonsower@fayetteville-ar.gov> Mon, Sep 11, 2023 at 8:20 AM
To: Renee Gresham <greshamrenee@gmail.com>
Cc: Sean V <svollendorf@gmail.com>

Good Morning,

In reviewing the zoning violations for the report, the ADU page on AirBnB lists three bedrooms (8 guests) with photos included for this unit (see below screenshots).



Regarding the parking, staff and the commission review whether the proposal can likely support the proposed number of guests without violating the ordinance. While it may be possible to host up to 14 guests within ordinance, we must evaluate whether the available parking is sufficient for the property (see below from Chapter 163.18). Staff determined that due to the high number of guests, the parking is likely insufficient for the demand.

(H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

(1) Adequate parking infrastructure;

(2) Adequate adjoining or nearby streets for on-street parking;

(3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and

(4) Prior zoning or code violations.

(Ord. No. 6630, §5(Exh. B), 12-20-22)

Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

From: Renee Gresham <greshamrenee@gmail.com>
Sent: Friday, September 8, 2023 5:06 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Cc: Sean V <svollendorf@gmail.com>
Subject: Re: CUP-2023-0096 Staff Report

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.

[Quoted text hidden]

Renee Gresham <greshamrenee@gmail.com> Mon, Sep 11, 2023 at 8:43 AM
To: "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>
Cc: Sean V <svollendorf@gmail.com>

Hi Donna,

See attached photos and rough floor plan drawing of our ADU. It sleeps 2-4 people. Please let me know if you need any other additional information on it.

Thanks,

Renee

[Quoted text hidden]

12 attachments



image001.png
12K

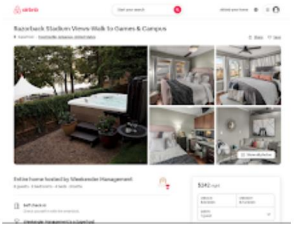


image005.png
500K



image006.png
19K

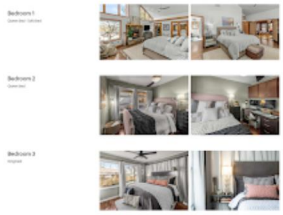


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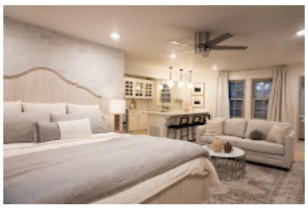
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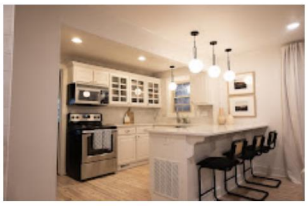
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IMG_7503.jpg
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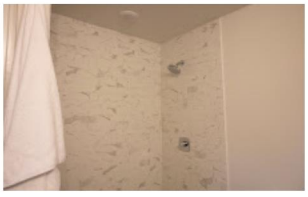
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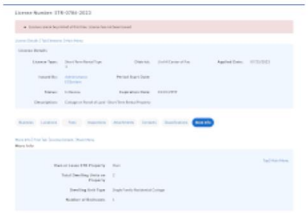
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345K



IMG_7502.jpg
343K



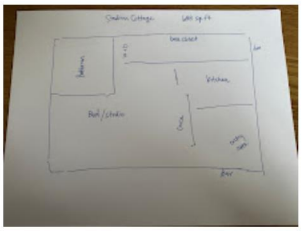
IMG_7507.jpg
296K



Screen Shot 2023-09-08 at 8.42.14 PM.png
212K

Renee Gresham <greshamrenee@gmail.com> Mon, Sep 11, 2023 at 8:44 AM
To: "Wonsower, Donna" <dwonsower@fayetteville-ar.gov>
Cc: Sean V <svollendorf@gmail.com>

I don't believe the floor plan attachment was attached in the previous email with the pictures of our ADU. I attached it below. Sorry about that!
[Quoted text hidden]



IMG_7630.JPG
1813K

Renee Gresham <greshamrenee@gmail.com> Mon, Sep 11, 2023 at 2:29 PM
To: "abroadaway@rmp.law" <abroadaway@rmp.law>

---------- Forwarded message ---------
From: **Renee Gresham** <greshamrenee@gmail.com>
Date: Mon, Sep 11, 2023 at 8:44 AM
Subject: Re: CUP-2023-0096 Staff Report
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
CC: Sean V <svollendorf@gmail.com>

[Quoted text hidden]

IMG_7630.JPG
1813K

Anna Broadaway <abroadaway@rmp.law> Tue, Sep 12, 2023 at 1:24 PM
To: Sean V <svollendorf@gmail.com>
Cc: "greshamrenee@gmail.com" <greshamrenee@gmail.com>, Bo Renner <brenner@rmp.law>

Hi Sean,

You're very welcome. I was very disappointed as well, but I was encouraged by some of the arguments made by council members on our behalf. It gives me hope that we can workshop some of the areas that others found fault with, we can obtain a better result on appeal to the city council, but there's no way to know for sure. What day works best for you for a call?

One question I do have—do you have a business license for Hogtailing to operate the tailgate business? If not, that's something we're going to want to address immediately. It really isn't something that should have swayed the commission at all, but I did get the sense that some of them were confused about the fact that the same LLC operates in two different "fields" essentially—STR and, separately, tailgating. I don't want the extra attention on your tailgating business to cause you problems if you aren't currently in compliance with the city's requirements re: licensure.

If I were in your position, my next step would be appealing to the city council. The first step in doing so is getting letters of support from three planning commission members. We had at least three commissioners that spoke favorably, essentially arguing for approval to their fellow commissioners, so those are the individuals I would seek support from. According to my notes, the most "supportive" commissioners were Chairman Brink, Commissioner Payne, and Commissioner Winston. Under the City's rules, we have until September 25th (10 days) to get our appeal packet together and submitted. I know she forwarded it to you as well, but the email Renee received this morning somewhat outlines the appeal process for us. I think it would be good for Renee to seek these letters of support if possible. It ultimately may not make a difference who the request comes from, but Renee did a great job last night, and I think the commission responded positively to her, so having her make the ask may be more beneficial than if it comes from me, as your attorney. That said, if you want me to help her with drafting those requests, I'm happy to do so.

In addition to getting letters of support for the appeal, we will also need to try and fill in some of the gaps regarding questions or misunderstandings that the commission had, so we can proactively be ready to address those before the city council. The format of city council meetings is very similar to the planning commission, and I'm sure they will have many of the same questions that the commission had. To that end, we need to be prepared to show the following: 1) any and all information we can get from Airbnb/VRBO to confirm tax paid into the city since the STR opened; and 2) any and all paid guests who stayed at the property after the first and second notices of violation were received.

Happy to jump on a call to explain/walk through any of this, but I figured that, given the tight timeline, it might be best to share this information beforehand.

Thanks,

AB

Anna Broadaway *Attorney*

5519 Hackett Street, Suite 300 | Springdale Arkansas 72762
PO Box 1788 | Fayetteville Arkansas 72702
Firm 479.443.2705 | Fax 479.443.2718

To whom it may concern:

My husband, Jason, and I lived almost directly across the street from Sean and Kim Vollendorf's home from 2006 until February of 2023.

I am writing on behalf of Sean and Kim and the way they operate their short term rental (STR). In all our years living across from the Vollendorfs (and then the home itself as it operated as a full time STR), we never had an issue with unruly or rude guests. On the contrary, Sean and Kim seemed to filter their guests well so that the ones who stayed there were extremely courteous of the local neighbors, including us of course.

In regard to parking, the parking at Sean and Kim's house is expansive. Thus, none of their guests ever overflowed their parking onto the street.

I'd like to add we always knew that Sean would be responsive should we have needed to reach out to him due to an issue. That said, there were no issues.

Finally, we also loved getting to see Sean and Kim as they would often come back and stay in the home to check on its well-being and re-connect with neighbors. Please allow them to continue to operate as a STR. While I know there are many STR's that don't necessary make sense for a given neighborhood or for Fayetteville, we believe this home and the way Sean operates the home is exactly the kind of STR we need to maintain the culture and peace of our city.

Sincerely,

Britny Yandell

September 18th, 2023
Stephen and Sarah Billings
106 N. Palmer
Fayetteville AR 72701

To whom it may concern:

I live with my family in the neighborhood immediately to the west of the University of Arkansas, a neighborhood known by locals as University Heights.

I'm writing on behalf of Sean and Kim Vollendorf and in particular in favor of their conscientious operation of a short term rental in our neighborhood. I drive by the home most days since I work at the university.

I've always known Sean and Kim to operate their STR in a way that is thoughtful and mindful of the neighborhood and of their close neighbors.

I've even seen firsthand how Sean and Kim have put neighborhood relationships ahead of profits. In 2009, because of their employment, Sean and Kim lived out of the country for six months. At that time, they allowed us

to stay in the home six months…for FREE because they knew we would be good neighbors to their neighbors.

Sarah and I love to have people over for meals, so we kept the home busy with dinner guests during those six months. Even though we must have had fifteen to twenty groups of friends over for dinner in that time span, no one ever needed to park in the street as there is more than enough parking in the driveway itself.

To be forward, in our experience in this neighborhood, it is some of the long term rentals that are most often the culprit when it comes to noise, large gatherings, and

parking overflowing onto the street. To be clear, we are not against long term rentals, and we understand the need for them in a university town, but when we compare the issues we've had with long term rentals versus short term rentals in our neighborhood, the long term rentals have raised our eyebrows much more often than short term rentals.

I'm sure Sean will tell you this in the council meeting, but I know that Sean and Kim initiated with local government to begin paying hotel taxes years before the vast majority of short term rental owners did, and this was even before the city required such.

We understand and embrace the city's position in trying to protect its unique atmosphere and to keep Fayetteville "funky." We agree with it. We both attended the UofA and fell in love with Fayetteville. That's why we live here. And it's why we live close to the UofA. We are for the preservation of Fayetteville, and we are for the preservation of University Heights. It is for these reasons that we are also for the protection of this particular short term rental.

Please allow 426 N. Oliver Ave. to continue as a short term rental.

Thank you for your consideration.

Stephen Billings & Sarah Billings

From: **Ethel C. Simpson** <esimpson@uark.edu>
Date: Tue, Oct 10, 2023 at 9:56 AM
Subject: FW: STR @ 426 N . Oliver Avenie
To: Turk, Teresa <teresa.turk@fayetteville-ar.gov>

Teresa, Please share this comment with the full Council. Sean Vollendorf is a long-time resident and landlord in the Halsell Road/Oliver neighborhood. I support his application for a short-time rental permit. He retains an active interest in our neighborhood. Thank you.
Ethel

From: Ethel C. Simpson
Sent: Thursday, October 5, 2023 10:09 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: STR @ 426 N . Oliver Avenie

I do support the request to allow a type-2 Short-Term Rental permit for this property. Mr. Vollendorf has been a good neighbor and a good landlord in our neighborhood for many years. There is plenty of off-street parking, and the property is well maintained. I live a few hundred feet south of this property and on the opposite side of the street, but I have never been aware of noise or loud music from the Hog-Tailgaters.

Ethel C. Simpson

409 N. Oliver Avenue
Fayetteville, AR 72701
.

Get Outlook for iOS

From: Bill Curington <bcecon@uark.edu>
Sent: Wednesday, October 11, 2023 10:15 AM
To: teresa_turk@hotmail.com <teresa_turk@hotmail.com>
Cc: Bill Curington <bcecon@uark.edu>
Subject: Vollendorf short term rental appeal

Teresa - This is Bill Curington. My wife, Jackie, and I live at 1611 W. Halsell Rd. and we strongly support the approval of Sean Vollendorf's application for short term rental status for his home at 426 Oliver. The Vollendorf's have been great long-term residents of this neighborhood and plan on returning to this home in the future. Their short-term rental practices have always been respectful of the neighborhood. We see the alternative to be another student rental which too often is more problematic than a well managed short-term rental. The house across the street is a perfect example of what the neighborhood would like to avoid. It seems that some have a blanket dislike of short-term rentals, perhaps thinking that this takes housing out of the real estate market for family rentals. However, in this neighborhood, short term rentals are far preferable to the typical alternative of student rental. We urge you to look closely at the Vollendorf's history with this home and the opinions of their closest neighbors. We hope, as our City Council representative, you will urge the rest of the Council to vote in favor of the Vollendorf's appeal.
Thank you,
Bill & Jackie Curington
1611 W. Halsell Rd.

Get Outlook for iOS

Re: arrival



Sean Vollendorf <svollendorf@gmail.com> Wed, Sep 13, 2006, 10:37 AM

to Rick, Kim

Sounds great Rick! I'll meet you at the house to hand off a key and show you how to work the sound/TV's we added this past year.

All the best,

--
Sean Vollendorf
479.283.9694
www.hogtailgating.com
http://www.purposedriven.com/salvation

On 9/13/06, **Caine, Rick** <Rick_Caine@cbolobank.com> wrote:
Hey Sean....thanks for getting the girls the pictures of the house and decks. They are getting pretty excited!

I guess we should arrive there sometime around 3:30 Friday, Sept. 29 if that works for you. Looking forward to the trip! Thanks!

Rick Caine
VP/Branch Manager-Eldon
Central Bank of Lake of the Ozarks
573-392-5086
rick_caine@cbolobank.com
"Experience the Difference!"

****
***
****
Note:
The information contained in this message may be privileged and confidential and
protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Re: Ole Miss Game



Sean Vollendorf <svollendorf@gmail.com> Thu, Aug 3, 2006, 8:18 PM

to Robert

Robert,

We've got everything from 3 to 5 bedroom. We can sleep anywhere from 1 to 12. Prices range from right around $450 a night to $1200 a night (the hogtailgating.com house rents for $1200 a night; This is the one on the website which is right across the street from the stadium. Actually, the Ole Miss game is one of the few wknds this fall that house is available.). Let me know if we can help you.

All the best,

--
Sean Vollendorf
479.283.9694
www.hogtailgating.com
http://www.purposedriven.com/salvation

On 8/1/06, **Robert Norris** <robert.norris@oilstates.com> wrote:

Sean,

Not sure on the number of people or couples. So far my girlfriend and I are the only ones going but it could end up that her sister and a handful of others show up depending on the size of house we were able to get. I also imagine that some friends that live in Bentonville would stay with us if there was room. Sorry I can't be more specific. Can you give me an idea of the size of houses available?

We would be staying Friday through Sunday.

Thanks for the help,

Robert

From: Sean Vollendorf [mailto: svollendorf@gmail.com]
Sent: Monday, July 31, 2006 11:37 PM
To: Robert Norris
Subject: Re: Ole Miss Game

Robert,

Good to hear from you. We can help you. A couple questions...

How many people?

How many couples?

How many nights (I'm guessing Friday through Sunday)?

--
Sean Vollendorf
479.283.9694
www.hogtailgating.com
http://www.purposedriven.com/salvation

On 7/31/06, **Robert Norris** < robert.norris@oilstates.com> wrote:

Do you have anything available the weekend of October 21st?

Robert Norris

Oil States International, Inc.

Phone - (713) 652-0584

Fax - (713) 652-0499

Pam!



Sean Vollendorf <svollendorf@gmail.com> Tue, Sep 5, 2006, 10:27 AM
STR
to Clark

Pam,

You should copy (control C) and paste (control V) these emails to a new word document entitled "What do guests say about homesforevents.com"

We can later add these comments to the website when it is built.

Sean

---------- Forwarded message ----------
From: **Perle Nunez** <pnunez@amincor.com>
Date: Sep 5, 2006 12:12 PM
Subject: Re: Great to meet you!
To: Sean Vollendorf <svollendorf@gmail.com>

Dear Sean,

Thank you so much for your kind words. It was OUR pleasure to meet both you and Pam. It is apparent that you and Pam are wonderful people. Unfortunately, I did not see Pam upon our departure I wanted to express my gratitude in person, for allowing us to use her home. I'd like to thank you for offering nice accommodations and stadium parking, your parking attendant (the other Sean) was very kind. You are so well organized.

Our visit to Northwest Arkansas was wonderful! We were pleasantly surprised by the natural beauty. And thoroughly enjoyed our visits to several sites and attractions, the area has much to offer visitors. I would have liked a couple of extra days (oh well, that means we will have to return). I was particularly impressed with the Thronecrown Chapel in Eureka Springs. What a fabulous piece of architecture and the setting couldn't be more serene.

Of course, having a beautiful and comfortable home to stay in enhanced

our pleasant experience. Pam's home is lovely and tastefully decorated. I deduced that she must be an interior designer, photographer or just plain talented in design. All this comfort, convenience, beauty and your kind hospitality made our visit perfect!

Warmest regards,

Perle Nunez

PS We had dinner at Penguin Ed's the night we arrived and loved the delicious BBQ, battered fries and fried pies!! It was a unique experience, thanks for the recommendation.

Sean Vollendorf wrote:

> Ms. Perle,
>
> It was SO good to meet you, if only for a few seconds, on gameday.
> You have a beautiful family. Everyone seemed so happy. Pam Nolen said
> you were wonderful and that the home was in excellent condition when
> you left (didn't surprise me). She couldn't stop saying nice things
> about you and your family. I really hope you enjoyed your visit to
> Northwest Arkansas. Please let me know how your experience was.
> May God bless you and yours richly in every area of your lives. :)
>
> --
> Sean Vollendorf

Re: rental question

Sean Vollendorf <svollendorf@gmail.com> Fri, Aug 10, 2007, 8:40 PM

to Lesley, bcc: Marcus

The Hogtailgating.com home is $3000 for the wknd and worth every penny! We have other homes that are significantly less expensive (around $1500 for the wknd in some cases, and still very nice homes), but not right there by the stadium. For our other homes, email homesforevents@gmail.com for pics and prices.

Let us know how we can help.

Kindly,

--
Sean Vollendorf

On 8/10/07, **Lesley and Stan Roberts** <lesleyandstan@comcast.net> wrote:
We are looking for lodging. We are looking for something for 8, but don't necessarily need four rooms.

Sorry for the e mail, but I am lazy/ too hot to get up and don't have my phone near.

Do you have any information you can send?

By the way, we are a group all in our mid 30's if that helps.....I know sometimes there can be some concern.

thanks.

On Aug 10, 2007, at 10:05 PM, Sean Vollendorf wrote:

Stan,

Good to hear from you. The house is available that wknd. Are you looking for lodging as well or are you just wanting to have a gameday get together?

Feel free to call me. I'll be up until midnight.

--
Sean Vollendorf
479.283.9694

On 8/10/07, **Lesley and Stan Roberts** <lesleyandstan@comcast.net > wrote:
Is your house available for the North Texas State game September 28-30?

thanks,

Stan

--
Sean Vollendorf
479.283.9694

---------- Forwarded message ---------
From: **Sean Vollendorf** <svollendorf@gmail.com>
Date: Fri, May 4, 2007 at 5:43 PM
Subject: House for Joe Martin Stage Race
To: <barry@pureaustin.com>

Barry,

I've got something for your team! See what you think of this home. It's $605 per night (minimum two nights).

Here's the description.

2500 sq. foot home. 3 minutes to Dickston Street!
HUGE gameroom (50" high def flatscreen, dry bar, refrigerator)
Also, the home has a 32" high def flat screen and 3 other TV's.
2 GIANT decks for entertaining!
Nicely furnished
Hardwood floors
2 Grills
1 Queen, 2 sets twin bunkbeds, 1 trundle bed, 2 queen sized air mattresses.
Sleeps 10-12.
no indoor smoking, no pets
We provide all linens, towels, washcloths, etc...

--
Sean Vollendorf
479.283.9694

Re: BBBQ house advertisement



Sean Vollendorf <svollendorf@gmail.com> Sat, Mar 21, 2009, 7:18 AM

to James

Thanks Jim! sv

On Sat, Mar 21, 2009 at 9:14 AM, James Gardner <jim@jimbobcreative.com> wrote:
Hey Sean, yes I got your info. It's in the queue for the next round of site updates next week.

Give me a shout when you're back in the 'ville!

-j

Sent from my iPhone

On Mar 20, 2009, at 4:06 PM, Sean Vollendorf <svollendorf@gmail.com> wrote:

Jim,

Did you receive the below email?

All the best,

Sean
---------- Forwarded message ----------
From: **Sean Vollendorf** <svollendorf@gmail.com>
Date: Thu, Mar 19, 2009 at 9:51 AM
Subject: BBBQ house advertisement
To: jim@jimbobcreative.com

Jim!

It was excellent to speak w/you today! If you run across Tom Gordon, tell him I said hey.

Thanks for listing my place on the BBBQ website.

Here is the info…

LARGE 3,000 sq. foot 3 bdrm, 2 bath home. 3 minutes to Dickson Street (.7 mile)!
HUGE gameroom w/50” high def flatscreen, dry bar
32” high def flat screen and 3 other TV’s.
2 beautiful decks and grills!
1 Queen, 2 sets twin bunkbeds, 1 trundle bed, 2 queen sized air mattresses with high thread count linens.
Sleeps 10-12.
Includes 8 free bike parking spaces 50 feet off Dickson St.!
No indoor smoking, no pets
 $950 per night for 2 nights
$900 per night for 3 nights
$850 per night for 4 nights

svollendorf@gmail.com

Thanks so much!

--
Sean Vollendorf

49.283.9694

--
Sean V.

<House from bottom of driveway, Oct '08.JPG>

Rental Agreement – Hogtailgating.com home
426 N. Oliver
Fayetteville AR 72701, USA

This agreement is for the "Short Term" rental of unit 426 N. Oliver Ave, Fayetteville AR 72701. This agreement is between Sean Vollendorf and the below listed tenant(s) and is subject to the terms and dates listed herein:

Tenant(s) Name: Michael and Nancy Bruce
Phone (Home):
Phone (Cell):
Address:
Email Address: "lambruscoz@sbcglobal.net" <lambruscoz@sbcglobal.net>
Date Reserved: Dec. 26th- 31st, 2011
Arrival Date (Check-In): Dec. 26th, 2011
Departure Date (Check-Out): Dec. 31st, 2011

***PARKING: If a game weekend, rental includes 2 parking spots at the house and 3 valet vehicles on gameday**

Arrival Time after 3:00 PM - Departure time by 2pm
Tenant agrees to *SURRENDER THE PREMISES* upon expiration of this agreement.

RATES:
Nightly Rate: $300per night – Monthly - $-
Number of Nights:5
Cleaning/restocking fee: $0 *Included (Special)*
State Sales Tax: *Included*
Security/Damage Deposit (**fully refundable barring no damaged property**) =$0
Total with deposit = $1,500 Amount due to Guarantee Reservation = $1,500

To reserve, please send a check payable to "Sean Vollendorf" to:
Sean Vollendorf
426 N. Oliver Ave
Fayetteville AR 72701

OR…

Call 479.283.9694 with credit card information

PAYMENT TERMS:
All monies are 100% payable in advance by personal check.

CANCELLATION POLICY:

Due to the nature of our bookings, once payment is received, there will be no opportunity to refund any portion of the booking fee.

TENANCY:
Tenant agrees to not allow any of the following during the terms of this agreement:

- **NO SMOKING, NO PETS (either of these will result in loss of full deposit + cleanup costs up and repairs)**
- No Commercial Uses unless previously discussed with Sean. Tenant agrees to not have or allow any weddings, receptions, or large gatherings and further agrees to not house or sleep more than the recommended number of guests for the unit being used**.**

Tenant understands and agrees that he/she is liable for any damage to property or its' contents caused by himself or his guests during his tenancy, whether or not this damage occurs from his actions or his lack of action.

Tenant understands that…

- **Linens and Towels are provided, however there is no daily maid or linen service.**
- **Tenant agrees to reimburse owner of property for the total cost of the repair or replacement of any items damaged by tenant or guests. Should damage exceed the $0.00 held deposit, tenant agrees to immediately pay any additional charges incurred.**
- **Tenant agrees to not sublet any portion of the premises nor assign any interest in this agreement without the express written permission of the owner or his agent.**
- **Should any amount due under this contract not be paid to owner and any action is brought to enforce collection thereof, tenant agrees to pay, in addition to all amounts due, all cost of collection, including reasonable attorney's fees.**

Chargeable Items:

I have read and agree to all terms and conditions set forth in this rental agreement.

Tenant: _____ Date: _____

Make Check Payable to: Sean Vollendorf
Mail Check to: Sean Vollendorf
426 N. Oliver Ave
Fayetteville AR 72701

Inquiry from Paul Zetterstrom - Sep 20 to 23 - Listing #375818

Inbox
Search for all messages with label Inbox
Remove label Inbox from this conversation



VRBO.com <inquiry@vrbo.com> Tue, Feb 21, 2012, 11:07 AM

to me

Need Help?

Inquiry for property #375818
Available Sep 20, 2012 - Sep 23, 2012 (3 nights)

Reply

Inquiry Detail

We are taking a trip down for the Rutgers-Ark game on Sept 22 and this house looks like it would be perfect. Is this weekend still available? Thanks, Paul Zetterstrom

Name	Paul Zetterstrom
Requested Dates	Sep 20, 2012 - Sep 23, 2012
Guests	10 adults, 0 children
Phone	908-892-2672
Email	przet53@gmail.com

Quick Links

Send Quote
View Calendar
Request Payment
Add to Calendar
Request Review
Visit Dashboard

Best Practices

Simplify Your Booking Process with ReservationManager
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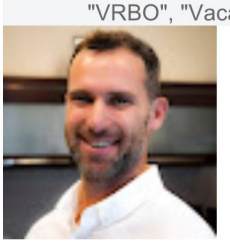
Say Goodbye to Deposits with Property Damage Protection
Protect your vacation rental from damage without a deposit. Learn more

Respond Quickly to Increase Bookings
Responding to inquiries within 3 hours increases bookings by 57%. Read more about how fellow vacation rental owners manage their inquiries on Community

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"VRBO", "Vacation Rentals by Owner", & "Carpe Vacationum - 'Seize the Vacation'" Reg. U.S. Pat. & TM Off.



svollendorf@gmail.com Tue, Feb 21, 2012, 2:34 PM

to przet53@gmail.com

Hi Paul! In mtgs but I'll call u tonite regarding home overlooking stadium for Rutgers game in Fayetteville AR. Regards...

Please excuse my brevity as I am writing from my phone-

Sean Vollendorf
Sent from iPhone

Begin forwarded message:



Sean Vollendorf <svollendorf@gmail.com> Tue, Feb 21, 2012, 9:03 PM

to przet53

Hi Paul!

Enjoyed speaking with you tonight. I grew up going to the Jersey Shore, as well as Dewey Beach in Delaware. Miss it tons.

As I mentioned, our regular game weekend rate (non-conference game) is $1000. Since you would be renting 3 nights, and since you would have the upper deck on gameday (which you will love!), I can go to $800 per night.

What other questions do you have before I send a contract?

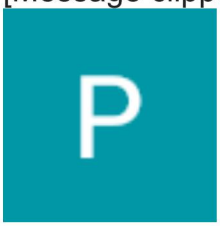
Best, Sean

==========

---------- Forwarded message ----------
From: **VRBO.com** <inquiry@vrbo.com>
Date: Tue, Feb 21, 2012 at 12:00 PM
Subject: Inquiry from Paul Zetterstrom - Sep 20 to 23 - Listing #375818

--
Sean Vollendorf
479.283.9694
...

[Message clipped] View entire message



Paul Zetterstrom <przet53@gmail.com> Wed, Feb 22, 2012, 8:27 AM

to me

Hi Sean-
The Jersey shore is great (the real thing NOT the show) and we have all spent many great summers there.
So right now I am just waiting on a few guys to make the final decision. We should know our final number by end of the day tomorrow. The reason I need the extra time is we may have added 4 or 5 guys to our group bringing the total to 15. I was thinking an option to have everyone get a bed is have the extra guys grab hotel rooms nearby. If

you have additional suggestions on where to accommodate these guys I would love to hear.

Thanks, I will be in touch soon.

...

[Message clipped] View entire message



Sean Vollendorf **<svollendorf@gmail.com>** Wed, Feb 22, 2012, 8:51 AM

to Paul, bcc: carol

Sounds great Paul. You're gonna love this place!

Here are two options for the extra guys...

1) The Hog Cottage (www.hogcottage.com) is only three houses away from us and is gorgeous. I don't know what the rate is for the Rutgers game wknd.

2) The Holiday Inn Express at Wedington and I-540 is very close to the house/stadium.

Here is a link.

http://maps.google.com/maps?client=safari&rls=en&safe=active&oe=UTF-8&um=1&ie=UTF-8&q=hotels+fayetteville+ar&fb=1&gl=us&hq=hotels&hnear=0x87c96f7b2fb53e9d:0x4519f069fcb4c8cf,Fayetteville,+AR&ei=5g1FT-WuJI3gsQLL8b3DDw&sa=X&oi=local_group&ct=image&ved=0CDEQtgM

Holiday Inn Express Hotel Fayetteville

1251 North Shiloh Drive, Fayetteville, Arkansas 72704
(877) 863-4780

Sean

==========

--
Sean Vollendorf
479.283.9694

CERTIFICATE OF SIGN POSTING



I, Anna Broadaway, counsel for Sean Vollendorf and Hogtailgating Holdings, LLC, attest that the above sign was posted on September 29, 2023, adjacent to N. Oliver Avenue in Fayetteville, Washington County, Arkansas 72701.

Anna Broadaway

City File No. /Name: CUP-2023-0096 - Sean Vollendorf - Hogtailgating Holdings LLC.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the attached written notice was placed in the U.S. mail, first-class, postage prepaid this 29th day of September, 2023, and

addressed as follows:

Name: Fayetteville GRP LLC
Street: 437 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: University of Arkansas
Street: 321 Administration Bldg
City, State, Zip: Fayetteville, AR 72701

Name: Bennett Outdoor Investments LLC
Street: 4613 Parkway Dr Ste 11
City, State, Zip: Texarkana, AR 71854

Name: Simpson Family Trust
Street: 409 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: McKinney, Harold & Helen Revocable Trust
Street: 417 N Oliver Rd
City, State, Zip: Fayetteville, AR 72701

Name: Michael & Kathleen Lemons
Street: 460 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: John LaTour
Street: 5371 Old Mill Rd
City, State, Zip: Springdale, AR 72762

Name: Earl Allen
Street: 1012 N Garland Ave C/O Providence
City, State, Zip: Fayetteville, AR 72701

Name: Calvin Jr & Deborah Laningham Street:
1619 W Maple St
City, State, Zip: Fayetteville, AR 72701

Name: King Investments of Fayetteville LLC Street:
12464 Park Ave
City, State, Zip: Windermere, FL 34786

Name: Havens Family Revocable Trust Street: 2615 N Prickett Rd Ste 5 City, State, Zip: Bryant, AR 72022

Name: Luttrell Family Trust
Street: 6562 Wells Cir
City, State, Zip: Springdale, AR 72762

Name: Paul J Morstad & Lisa Rae Street: 456 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: Current Resident
Street: 410 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: Current Resident
Street: 420 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: Current Resident
Street: 415 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: Current Resident
Street: 435 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Name: Current Resident
Street: 461 N Oliver Ave
City, State, Zip: Fayetteville, AR 72701

Anna Broadaway
(name of person completing the mailing)

(signature of person completing the mailing)

WRITTEN NOTIFICATION FORM

Project Description:
The applicant Sean Vollendorf (Hogtailgating Holdings LLC) proposes a *Type-2 Short Term Rental* at *426 N Oliver Ave Fayetteville, AR 72701.*

Building/land Use: Type-2 Short Term Rental Property

Zoning: RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres.

Size of Property: 3,190 Sq. Ft.

Public Hearings:

As of issuance of this letter and as result of the City of Fayetteville mayoral declaration, City Hall is opened again for public hearings, which are still available for online attendance as well. Online participation instructions can be found the week of a meeting at:

https://www.fayetteville-ar.gov/1503/Meeting-Agendas-and-Video

City Council; 5:30 PM; October 17, 2023 - 113 West Mountain Street (City Administration Building Room 219) Fayetteville, AR 72701

Property Owner:

Name: Sean Vollendorf Phone #: (479) 283-9694

Review Location, Meeting Details, & Public Comment:

The project information is available for public review from the City of Fayettevile Planning Division. Additionally public comment can be made and meeting information can be requested at planning@fayetteville-ar.gov or 479.575.8267.

RMP LLP
ATTORNEYS AT LAW
5519 Hackett St, Suite 300
Springdale, AR 72762

FIRST-CLASS



US POSTAGE IMI PITNEY BOWES

ZIP 72762
02 7H
0006135950

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SEP 29 2023

Fayetteville GRP LLC
437 N. Oliver Ave
Fayetteville, AR 72701

RMP LLP
ATTORNEYS AT LAW
5519 Hackett St, Suite 300
Springdale, AR 72762

FIRST-CLASS



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SEP 29 2023

University of Arkansas
321 Administration Bldg.
Fayetteville, AR 72701

RMP LLP
ATTORNEYS AT LAW
5519 Hackett St, Suite 300
Springdale, AR 72762



Bennett Outdoor Investments LLC
4613 Parkway Drive, Ste. 11
Texarkana, AR 71854

RMP LLP
ATTORNEYS AT LAW
5519 Hackett St, Suite 300
Springdale, AR 72762



Simpson Family Trust
409 N. Oliver Avenue
Fayetteville, AR 72701

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Springdale, AR 72762

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SEP 29 2023

McKinney, Harold & Helen
Revocable Trust
417 N. Oliver Road
Fayetteville, AR 72701

RMP LLP
ATTORNEYS AT LAW
5519 Hackett St, Suite 300
Springdale, AR 72762

FIRST-CLASS



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SEP 29 2023

Michael & Kathleen Lemons
460 N. Oliver Avenue
Fayetteville, AR 72701

RMP LLP
ATTORNEYS AT LAW
5519 Hackett St, Suite 300
Springdale, AR 72762



John LaTour
5371 Old Mill Road
Springdale, AR 72762

RMP LLP
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1176

MEETING OF OCTOBER 17, 2023

TO: Mayor Jordan and City Council

THRU: Steven Dotson, Internal Auditor

FROM: Paul Becker, Chief Financial Officer

DATE:

SUBJECT: **Council decision on RFP 23-12, Innovative Concepts for Housing Solutions and Case Management, funded by remaining ARPA award.**

RECOMMENDATION:
City Council is serving as the selection committee for RFP 23-12 Innovative Concepts for Housing Solutions and Case Management. This RPF would be funded with the remaining balance of American Rescue Plan Act award. Staff recommends that City Council decide how to proceed with this RFP by either authorizing city staff to negotiate and execute a contract with one of the applicants, requesting further information from one or both applicants, or rejecting both applicants.

BACKGROUND:
City Council expressed interest in engaging vendors to collaborate on a plan to seek a comprehensive solution from concept to execution to address housing instability.

DISCUSSION:
At the request of City Council, the City of Fayetteville utilized a competitive procurement approach seeking to engage vendors and experts to collaborate on designing and executing a leading-edge solution. Instead of asking for a product, or defined scope of work, the City identified an issue for which a holistic solution is needed. Through this process, the City Council requested a creative solution, from concept to execution, to address housing instability. If a project is selected to move forward, funding would be provided by the remaining $1.63 Million of the American Rescue Plan Act award.

BUDGET/STAFF IMPACT:
Funding will be provided by the remaining $1.63 Million in ARPA funds.

ATTACHMENTS:

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

File #: 2023-1176

Council decision on RFP 23-12, Innovative Concepts for Housing Solutions and Case Management, funded by remaining ARPA award.

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A SUBRECIPIENT AGREEMENT WITH _____, PURSUANT TO RFP 23-12, IN THE AMOUNT OF _____, FOR A PROJECT TO ADDRESS HOUSING INSTABILITY IN FAYETTEVILLE

WHEREAS, the City Council expressed interest in engaging vendors to collaborate on a plan to seek a comprehensive solution from concept to execution to address housing instability using the remaining $1.63 million of the City's American Rescue Plan Act funds; and

WHEREAS, at the request of City Council, city staff utilized a competitive procurement approach seeking to engage vendors and experts to collaborate on designing and executing a leading-edge solution to this issue; and

WHEREAS, on October 17, 2023, the City Council, sitting as the selection committee, selected the proposal of _____.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a subrecipient agreement with _____, pursuant to RFP 23-12, in the amount of _____, for a project to address housing instability in Fayetteville.