

Council Member Adella Gray
Ward 1 Position 1

Council Member Sarah Marsh
Ward 1 Position 2

Council Member Mark Kinion
Ward 2 Position 1

Council Member Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Council Member Justin Tennant
Ward 3 Position 1

Council Member Sarah Bunch
Ward 3 Position 2

Council Member John La Tour
Ward 4 Position 1

Alderman Kyle Smith
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
February 20, 2018**

A meeting of the Fayetteville City Council was held on February 20, 2018 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

Agenda Additions

A. Consent:

1. Approval of the February 6, 2018 City Council Meeting Minutes.

Approved

2. **MISSY GIPSON SHORT-TERM LEASE AGREEMENT:** A resolution to approve a short-term lease agreement with Missy Gipson for the Drake Field terminal building banquet area for rent in the amount of \$400.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 54-18

3. **HAZMAT SERVICES REVENUE:** A resolution to approve a budget adjustment recognizing hazmat services revenue received by the fire department from Washington County in the amount of \$2,305.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 55-18

4. **BID #18-16 ART THURESON, LLC:** A resolution to award bid #18-16 and authorize the purchase of two twelve-foot wide prefabricated bridges from Art Thureson, Inc. of Waterford, Michigan in the total amount of \$79,000.00 plus applicable taxes to replace two existing five-foot wide bridges in Gulley Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 56-18

5. **SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:** A resolution to approve an agreement with Southwestern Electric Power Company to participate in an Energy Efficiency Rebate Program and accept an incentive rebate in the amount of \$14,664.60, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 57-18

6. **WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6:** A resolution to approve task order no. 6 with the Watershed Conservation Resource Center in the amount of \$25,140.00 for the repair of flood damage to the Stream Restoration Project at Sweetbriar Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 58-18

7. **LAKE FAYETTEVILLE IMPROVEMENTS PROJECT:** A resolution to approve a budget adjustment in the amount of \$18,000.00 recognizing parkland dedication fees from the northeast quadrant to be used to upgrade the water line and plumbing at the Veterans Park restroom facility.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 59-18

8. **UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:** A resolution to authorize the Mayor to sign a Memorandum of Agreement with the University of Arkansas to provide half of the funding for a Bicycle and Pedestrian Coordinator Position with the total amount paid by the city not to exceed \$30,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 60-18

9. **OURPHARMA, LLC TAX BACK PROGRAM:** A resolution to approve and certify the participation of OurPharma, LLC in the Arkansas Tax Back Program and to agree to authorize the Arkansas Department of Finance and Administration to refund city sales tax back to OurPharma, LLC for qualified purchases.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 61-18

- 10. STREET NAME CHANGE:** A resolution to change the name of West Maclure Way to West Maclura Way, and to change the name of West Zander Drive to West Anthem Drive.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 62-18

- 11. REPEAL RESOLUTION NO. 40-18:** A resolution to repeal Resolution No. 40-18 and authorize the purchase of a 2018 Dodge Ram from Steve Landers Chrysler Dodge Jeep of Little Rock in the amount of \$26,971.00, pursuant to a state procurement contract, for use by the police department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 63-18

B. Unfinished Business:

- 1. RZN 17-6034 (2468 N. CROSSOVER RD./JONES):** An ordinance to rezone that property described in rezoning petition RZN 17-6034 for approximately 4.40 acres located at 2468 North Crossover Road from rsf-2, residential single family, 2 units per acre to ns-g, neighborhood services-general.

THIS ORDINANCE WAS LEFT ON THE SECOND READING

C. New Business:

- 1. CENTENNIAL OPEN SPACE ACQUISITION:** A resolution to approve the attached real estate contract in which Centennial Bank agrees to sell and convey to the City Of Fayetteville approximately 228 acres pursuant to a special warranty deed for \$3,302,250.00, to authorize Mayor Jordan to apply for and accept a generous 50/50 matching grant from the Walton Family Foundation for this acquisition, to authorize Mayor Jordan to enter into a no interest five year loan from the Walton Family Foundation in the amount of \$1,651,125.00 and to approve the attached budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 64-18

- 2. RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE):** An ordinance to rezone that property described in rezoning petition rzn 18-6076 for approximately 0.47 acres located at 203, 205 & 207 South West Avenue from nc, neighborhood conservation to ri-u, residential intermediate, urban.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6038

- 3. APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER):** An ordinance to rezone that property described in rezoning petition rzn 17-6046 for approximately 29 acres located east of Greens Chapel Road from r-a, residential agricultural to rsf-4, residential single family, 4 units per acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6039

- 4. RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC):** An ordinance to approve the City of Farmington's rezoning of that property described in rezoning petition rzn 2018-0090 for approximately 126.03 acres located at Double Springs Road from a-1, agriculture district to r-1, single family residential.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6040

- 5. AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE:** An ordinance to amend Article XI Environmental Action Committee in Chapter 33 Departments, Boards, Commissions and Authorities of the Fayetteville Code to add Consideration of Climate Mitigation and Adaptation Strategies and Policy Recommendations regarding energy efficiency and clean energy to the purpose of the committee.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6041

D. City Council Agenda Session Presentations:

1. Agenda Session Presentation - Residential Energy Code Policy Analysis.

E. City Council Tour

F. Announcements

Adjournment: 8:34 p.m.

Subject:	Roll				
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Smith	✓			
	Mayor Jordan	✓			

9-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Smith				
	Mayor Jordan				

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Kinion</i>			
A. 1-A. 11 <i>Approved</i> <i>54-18</i> <i>63-18</i>	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Smith	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Smith				
	Mayor Jordan				

Subject:					
RZN 17-6034 (2468 N. CROSSOVER RD./JONES):					
Motion To:		2nd Read	^{NS Limited} Amend to	3rd Read	
Motion By:		Gray	Marsh	Marsh	
Seconded:		La Tour	Smith	La Tour	
B. 1 Unfinished Business <i>Left on</i> <i>Second</i> <i>Reading</i>	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	N	
	Petty	✓	✓	✓	
	Tennant	✓	✓	N	
	Bunch	✓	✓	N	
	La Tour	✓	✓	✓	
	Smith	✓	✓	N	
	Mayor Jordan				

8-0

8-0

4-4
Failed

Subject:					
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Smith				
	Mayor Jordan				

Subject:		CENTENNIAL OPEN SPACE ACQUISITION			
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>La Tour</i>			
C. 1 New Business <i>Approved</i> <i>64-18</i>	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Smith	✓			
	Mayor Jordan				

8-0

Subject:		RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Gray</i>	<i>Marsh</i>		
Seconded:		<i>Marsh</i>	<i>Gray</i>		
C. 2 New Business <i>Approved</i> <i>6038</i>	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Smith	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER)			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Kinion	Gray		
Seconded:		La Tour	La Tour		
C. 3 New Business <u>Approved</u> 6039	Gray	✓	✓	✓	
	Marsh	✓	✓	N	
	Kinion	✓	✓	✓	
	Petty	✓	✓	N	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Smith	✓	✓	N	
	Mayor Jordan				

8-0

8-0

5-3

Subject:		RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC)			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		La Tour	Gray		
Seconded:		Gray	La Tour		
C. 4 New Business <u>Approved</u> 6040	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Smith	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:					
AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE					
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Marsh	Gray		
Seconded:		Smith	Marsh		
C. 5 New Business <u>Approved</u> 6041	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	N	N	N	
	Smith	✓	✓	✓	
	Mayor Jordan				

7-1

7-1

7-1

Subject:					
Motion To:					
Motion By:					
Seconded:					
New Business	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Smith				
	Mayor Jordan				



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **February 21, 2018**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of February 20, 2018**

1. A resolution to approve a short-term lease agreement with Missy Gipson for the Drake Field Terminal Building banquet area for rent in the amount of \$400.00.
2. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$2,305.00 and increasing the related expense budget.
3. A resolution to award bid #18-16 and authorize the purchase of two twelve-foot wide prefabricated bridges from Art Thureson, Inc. of Waterford, Michigan in the total amount of \$79,000.00 plus applicable taxes to replace two existing five -foot wide bridges in Gulley Park.
4. A resolution to approve an agreement with Southwestern Electric Power Company to participate in an energy efficiency rebate program and accept an incentive rebate in the amount of \$14,664.60, and to approve a budget adjustment.
5. A resolution to approve task order no. 6 with the Watershed Conservation Resource Center in the amount of \$25,140.00 for the repair of flood damage to the stream restoration project at Sweetbriar Park.
6. A resolution to approve a budget adjustment in the amount of \$18,000.00 recognizing parkland dedication fees from the northeast quadrant to be used to upgrade the water line and plumbing at the Veterans Park restroom facility.
7. A resolution to authorize the mayor to sign a memorandum of agreement with the University of Arkansas to provide half of the funding for a Bicycle and Pedestrian Coordinator position with the total amount paid by the city not to exceed \$30,000.00.

8. A resolution to approve and certify the participation of Ourpharma, LLC in the Arkansas tax back program and to agree to authorize the Arkansas Department of Finance and Administration to refund city sales tax back to Ourpharma, LLC for qualified purchases.

9. A resolution to change the name of West Maclure Way to West Maclura Way, and to change the name of West Zander Drive to West Anthem Drive.

10. A resolution to repeal resolution no. 40-18 and authorize the purchase of a 2018 Dodge Ram from Steve Landers Chrysler Dodge Jeep of Little Rock in the amount of \$26,971.00, pursuant to a state procurement contract, for use by the Police Department.

11. A resolution to approve the attached real estate contract in which Centennial Bank agrees to sell and convey to the City of Fayetteville approximately 228 acres pursuant to a special warranty deed for \$3,302,250.00, to authorize Mayor Jordan to apply for and accept a generous 50/50 matching grant from the Walton Family Foundation for this acquisition, to authorize Mayor Jordan to enter into a no interest five year loan from the Walton Family Foundation in the amount of \$1,651,125.00 and to approve the attached budget adjustment.

12. An ordinance to rezone that property described in rezoning petition RZN 18-6076 for approximately 0.47 acres located at 203, 205 & 207 South West Avenue from NC, Neighborhood Conservation to RI-U, Residential Intermediate, Urban.

13. An ordinance to rezone that property described in rezoning petition RZN 17-6046 for approximately 29 acres located east of Greens Chapel Road from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 units per acre.

14. An ordinance to approve the City of Farmington's rezoning of that property described in rezoning petition RZN 2018-0090 for approximately 126.03 acres located at Double Springs Road from A-1, Agriculture District to R-1, Single Family Residential.

15. An ordinance to amend Article XI Environmental Action Committee in Chapter 33 Departments, Boards, Commissions and Authorities of the Fayetteville Code to add consideration of climate mitigation and adaptation strategies and policy recommendations regarding energy efficiency and clean energy to the purpose of the committee.

City of Fayetteville, Arkansas

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



City Council Meeting Final Agenda

Tuesday, February 20, 2018

5:30 PM

City Hall Room 219

City Council Members

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Kyle Smith Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items****Agenda Additions****A. Consent****A. 1** [2018-0012](#)

APPROVAL OF THE FEBRUARY 6, 2018 CITY COUNCIL MEETING MINUTES

A. 2 [2018-0082](#)**MISSY GIPSON SHORT-TERM LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$400.00

Attachments: [MISSY GIPSON SHORT-TERM LEASE AGREEMENT](#)

A. 3 [2018-0088](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$2,305.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 4 [2018-0093](#)**BID #18-16 ART THURESON, LLC:**

A RESOLUTION TO AWARD BID #18-16 AND AUTHORIZE THE PURCHASE OF TWO TWELVE-FOOT WIDE PREFABRICATED BRIDGES FROM ART THURESON, INC. OF WATERFORD, MICHIGAN IN THE TOTAL AMOUNT OF \$79,000.00 PLUS APPLICABLE TAXES TO REPLACE TWO EXISTING FIVE-FOOT WIDE BRIDGES IN GULLEY PARK

Attachments: [BID #18-16 ART THURESON, LLC](#)

A. 5 [2018-0094](#)**SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:**

A RESOLUTION TO APPROVE AN AGREEMENT WITH SOUTHWESTERN ELECTRIC POWER COMPANY TO PARTICIPATE IN AN ENERGY EFFICIENCY REBATE PROGRAM AND ACCEPT AN INCENTIVE REBATE IN THE AMOUNT OF \$14,664.60, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:](#)
 [BA SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:](#)

A. 6 [2018-0103](#)**WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6:**

A RESOLUTION TO APPROVE TASK ORDER NO. 6 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF \$25,140.00 FOR THE REPAIR OF FLOOD DAMAGE TO THE STREAM RESTORATION PROJECT AT SWEETBRIAR PARK

Attachments: [WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6](#)

A. 7 [2018-0104](#)**LAKE FAYETTEVILLE IMPROVEMENTS PROJECT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$18,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST QUADRANT TO BE USED TO UPGRADE THE WATER LINE AND PLUMBING AT THE VETERANS PARK RESTROOM FACILITY

Attachments: [LAKE FAYETTEVILLE IMPROVEMENTS PROJECT](#)
 [BA LAKE FAYETTEVILLE IMPROVEMENTS PROJECT](#)

A. 8 [2018-0071](#)**UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH THE UNIVERSITY OF ARKANSAS TO PROVIDE HALF OF THE FUNDING FOR A BICYCLE AND PEDESTRIAN COORDINATOR POSITION WITH THE TOTAL AMOUNT PAID BY THE CITY NOT TO EXCEED \$30,000.00

Attachments: [UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:](#)

A. 9 [2018-0089](#)**OURPHARMA, LLC TAX BACK PROGRAM:**

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF OURPHARMA, LLC IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO OURPHARMA, LLC FOR QUALIFIED PURCHASES

Attachments: [OURPHARMA, LLC TAX BACK PROGRAM](#)

A. 10 [2018-0101](#)**STREET NAME CHANGE:**

A RESOLUTION TO CHANGE THE NAME OF WEST MACLURE WAY TO WEST MACLURA WAY, AND TO CHANGE THE NAME OF WEST ZANDER DRIVE TO WEST ANTHEM DRIVE

Attachments: [STREET NAME CHANGE](#)

A. 11 [2018-0114](#)**REPEAL RESOLUTION NO. 40-18:**

A RESOLUTION TO REPEAL RESOLUTION NO. 40-18 AND AUTHORIZE THE PURCHASE OF A 2018 DODGE RAM FROM STEVE LANDERS CHRYSLER DODGE JEEP OF LITTLE ROCK IN THE AMOUNT OF \$26,971.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [REPEAL RESOLUTION 40-18:](#)

B. Unfinished Business**B. 1** [2018-0053](#)**RZN 17-6034 (2468 N. CROSSOVER RD./JONES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

Attachments: [RZN 17-6034 \(2468 N. CROSSOVER RD./JONES\)](#)

This ordinance was left on the first reading at the February 6, 2018 City Council meeting.

C. New Business

C. 1 [2018-0105](#)**CENTENNIAL OPEN SPACE ACQUISITION:**

A RESOLUTION TO APPROVE THE ATTACHED REAL ESTATE CONTRACT IN WHICH CENTENNIAL BANK AGREES TO SELL AND CONVEY TO THE CITY OF FAYETTEVILLE APPROXIMATELY 228 ACRES PURSUANT TO A SPECIAL WARRANTY DEED FOR \$3,302,250.00, TO AUTHORIZE MAYOR JORDAN TO APPLY FOR AND ACCEPT A GENEROUS 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION FOR THIS ACQUISITION, TO AUTHORIZE MAYOR JORDAN TO ENTER INTO A NO INTEREST FIVE YEAR LOAN FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,651,125.00 AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

Attachments:[CENTENNIAL OPEN SPACE ACQUISITION](#)[BA CENTENNIAL OPEN SPACE ACQUISITION](#)**C. 2** [2018-0095](#)**RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 18-6076 FOR APPROXIMATELY 0.47 ACRES LOCATED AT 203, 205 & 207 SOUTH WEST AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments:[RZN 18-6076 \(203, 205 & 207 S. WEST AVE./ROUSE\)](#)**C. 3** [2018-0096](#)**APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6046 FOR APPROXIMATELY 29 ACRES LOCATED EAST OF GREENS CHAPEL ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Attachments:[APPEAL RZN 17-6046 \(EAST OF GREENS CHAPEL RD./WALKER\)](#)

C. 4 [2018-0090](#)

RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC):

AN ORDINANCE TO APPROVE THE CITY OF FARMINGTON'S REZONING OF THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 2018-0090 FOR APPROXIMATELY 126.03 ACRES LOCATED AT DOUBLE SPRINGS ROAD FROM A-1, AGRICULTURE DISTRICT TO R-1, SINGLE FAMILY RESIDENTIAL

Attachments: [RZN 2018-0090 \(CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC\)](#)

C. 5 [2018-0100](#)

AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE:

AN ORDINANCE TO AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE TO ADD CONSIDERATION OF CLIMATE MITIGATION AND ADAPTATION STRATEGIES AND POLICY RECOMMENDATIONS REGARDING ENERGY EFFICIENCY AND CLEAN ENERGY TO THE PURPOSE OF THE COMMITTEE

Attachments: [AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE](#)

D. City Council Agenda Session Presentations**D. 1** [2017-0745](#)

AGENDA SESSION PRESENTATION - RESIDENTIAL ENERGY CODE POLICY ANALYSIS

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 then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give 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 at the microphone 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 an Alderman 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:

Presentations by Staff and Applicants: Agenda items 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 an alderman later to answer questions. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the City Council. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the City Council member and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to a City Council member or city staff member except through the Mayor.

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 rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. 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 Device 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 Staff Review Form

2018-0114**Legistar File ID****2/20/2018**

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

Jesse Beeks/Sara Glenn

2/9/2018

FLEET OPERATIONS (770)

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

A resolution to repeal resolution No. 40-18 and approve the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Steve Landers Chrysler Dodge Jeep of Little Rock, AR for use by the Police Undercover.

Budget Impact:

4470.200.8200-5802.00

Police Improvements

Account Number

Fund

06003-1

Unmarked Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 27,000.00

Funds Obligated \$ -

Current Balance **\$ 27,000.00****Does item have a cost?** Yes

Item Cost \$ 26,971.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 29.00**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: February 9, 2018

SUBJECT: Purchase of one Undercover Truck for Police Department

RECOMMENDATION:

City Council approve the repeal of resolution 40-18 and the approve the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Steve Landers Chrysler Dodge Jeep of Little Rock, AR for use by the Police Undercover.

BACKGROUND:

Unit 2186 is a Special Events Truck used for a number of activities, including undercover assignments. Its primary function is to pull a trailer with emergency equipment (crowd barricades, street barricades, signs, etc), as well as transport officers.

Resolution 40-18 was approved at the February 6, 2018 City Council Meeting, however upon receiving the resolution Fleet discovered that the vendor listed was incorrect. This approval will amend that error by listing the correct vendor. The purchase price and description of the vehicle has not changed.

DISCUSSION:

Fleet recommends the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Steve Landers Chrysler Dodge Jeep of Little Rock, AR for use by the Police Undercover.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This item was presented to the Equipment Committee on January 9, 2018.

Attachments:

Council Member Adella Gray
Ward 1 Position 1

Council Member Sarah Marsh
Ward 1 Position 2

Council Member Mark Kinion
Ward 2 Position 1

Council Member Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Council Member Justin Tennant
Ward 3 Position 1

Council Member Sarah Bunch
Ward 3 Position 2

Council Member John La Tour
Ward 4 Position 1

Council Member Kyle Smith
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
February 6, 2018**

A meeting of the Fayetteville City Council was held on February 6, 2018 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Council Members Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Sarah Bunch, John La Tour, Kyle Smith, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Council Members Petty and Bunch arrived late.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan recognized Brazilian teachers from the Spring International Language Center.

Brazilian Teacher Representative from the University of Arkansas thanked Mayor Jordan for speaking with their group. She stated she would always remember Mayor Jordan speaking about his policy of having an Open Heart, Open Mind, and Open Door.

City Council Meeting Presentations, Reports, and Discussion Items:

Monthly Financial Report - Paul Becker

Paul Becker, Chief Financial Officer gave a summary of the Monthly Financial Report.

Housing Authority Board Appointment - Re-Appoint Christopher White

Council Member Kinion: The Nominating Committee met and we had the opportunity to interview Mr. White. I would like to reconsider the appointment.

Council Member Marsh: I will be voting no on the reappointment. The work that the board performed this last year did not meet the standards for transparency and citizen engagement.

City Attorney Kit Williams: There would be a motion to reconsider the vote. After that, there would be a motion to approve.

Council Member Kinion moved to reconsider the appointment of Christopher White. Council Member Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams: With that vote, the motion to approve is automatically on the floor.

Mayor Jordan: Do we need a motion and a second?

City Attorney Kit Williams: No, the motion has been brought back onto the floor.

Council Member La Tour: Council Member Marsh brought up a point. Is there a lack of transparency on the board?

Council Member Marsh: There was no submission of meeting minutes or agendas prior to the meetings. There was a lack of citizen engagement before they made the decision to sell off the parcel at Willow Heights. They've not done a good job being transparent with what they were doing and engaging citizens in the management of millions of dollars in public assets. They could do a much better job than what they did. I would like to see new appointments on that board.

Council Member Gray: I was at the interview with Mr. White. I have worked closely with him for several years on a committee in town. I have never seen any objectionable behavior. It is an appropriate assignment to ask him to continue on the board.

Council Members Smith, Gray, Kinion, Petty, Tennant, Bunch, and La Tour voted yes to approve the appointment of Christopher White. Council Member Marsh voted no.

A copy of the report is attached.

Ozark Regional Transit Operating Statistics - Calendar Year 2017

Jeff Hatley, Ozark Regional Transit Public Information Officer gave a brief presentation of ORT's Operating Statistics for 2017. He invited citizens to a stakeholders meeting being held at the Northwest Arkansas Regional Planning Commission on February 15, 2018 at 3:00 p.m.

Agenda Additions: None

Consent:

Approval of the January 16, 2018 City Council Meeting Minutes.

Approved

Bid #17-26 Superior Automotive Group: A resolution to award Bid #17-26 and authorize the purchase of a Ford F550 4x4 Crew Cab with Knapheide Dump Body from Superior Automotive Group of Siloam Springs, Arkansas in the amount of \$54,429.00 for use by the Transportation Department.

Resolution 36-18 as recorded in the office of the City Clerk

Bid #17-34 Grand Truck Equipment Company: A resolution to award Bid #17-34 and authorize the purchase of a Ford F550 with Dakota Body and Aerial Platform from Grand Truck Equipment Company of Afton, Oklahoma in the amount of \$103,115.00 for use by the Transportation Department.

Resolution 37-18 as recorded in the office of the City Clerk

Lewis Automotive Group: A resolution to authorize the purchase of a 2018 Dodge Ram 1500 Regular Cab 4x2; a Ram 1500 Quad Cab 4x4; and a Ram 2500 Crew Cab 4x2 from Lewis Automotive Group of Fayetteville, Arkansas in the total amount of \$64,146.00, pursuant to a state procurement contract, for use by the Parks and Recreation Department.

Resolution 38-18 as recorded in the office of the City Clerk

Superior Chevrolet: A resolution to authorize the purchase of a Chevrolet Tahoe, Special Service Utility Vehicle from Superior Chevrolet of Siloam Springs, Arkansas in the amount of \$34,524.85, pursuant to a state procurement contract, for use by the Fire Department.

Resolution 39-18 as recorded in the office of the City Clerk

Lewis Ford: A resolution to authorize the purchase of a Dodge Ram 2500 4WD Crew Cab truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$26,971.00, pursuant to a state procurement contract, for use by the Police Department.

Resolution 40-18 as recorded in the office of the City Clerk

Fayetteville Fire Department Annual Service Awards Donation Revenue: A resolution to approve a budget adjustment in the amount of \$400.00 representing donation revenue to the Fayetteville Fire Department for the annual employee service awards event.

Resolution 41-18 as recorded in the office of the City Clerk

Flying Investments/LC Joint Adventures, LLC: A resolution to approve the agreement for assignment of a ground lease for airport property located at 4560 South School Avenue from Flying Investments, LLC to LC Joint Adventures, LLC.

Resolution 42-18 as recorded in the office of the City Clerk

Seven Hills Homeless Center Funding Assistance: A resolution to approve a contract with Seven Hills Homeless Center to provide funding assistance in the amount of \$57,000.00 for maintenance and repairs at the Walker Family Residential Community complex in 2018.

Resolution 43-18 as recorded in the office of the City Clerk

JWC Environmental, LLC: A resolution to approve an agreement with JWC Environmental, LLC in the amount of \$49,047.06 for the repair of a Channel Monster grinding and screening unit used at the Hamestring Sewer Lift Station.

Resolution 44-18 as recorded in the office of the City Clerk

McClelland Consulting Engineers, Inc.: A resolution to approve Supplemental Agreement No. 1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$66,545.27 to add engineering services for the replacement of an existing 24-inch water main adjacent to Morningside Drive associated with utility relocations necessary for Arkansas Department of Transportation Job 040579.

Resolution 45-18 as recorded in the office of the City Clerk

Arkansas One-Call System, Inc.: A resolution to approve the purchase of utility locating services for 2018 from Arkansas One-Call System, Inc. in an amount up to \$25,000.00.

Resolution 46-18 as recorded in the office of the City Clerk

Beaver Water District Third Agreement: A resolution to authorize Mayor Jordan to sign the third agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.

Resolution 47-18 as recorded in the office of the City Clerk

Council Member Marsh moved to accept the Consent Agenda as read. Council Member Tennant seconded the motion. Upon roll call the motion passed unanimously.

Public Hearing:

Raze and Removal 171 E Meadow Street: A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Paul Brickman located at 171 East Meadow Street in the City of Fayetteville, Arkansas, and to approve a budget adjustment of \$4,715.00. *This resolution was tabled to the February 6, 2018 City Council meeting.*

Mayor Jordan opened the Public Hearing.

David Carver, Code Compliance Administrator: This item was tabled at the January 2, 2018 City Council meeting at the request of the property owner. Since that time the property owner has submitted an application for a building permit. The application is incomplete and lacking required and pertinent information. Therefore, the permit has yet to be issued. Staff is recommending the approval of this resolution with the consideration of the following: After approval, the property owner is granted or required a 30-day grace period to obtain a building permit. This grace period may be extended if staff is able to observe significant efforts are being made by the responsible parties to obtain a building permit and begin work. Once a permit is issued, the Raze and Removal order will cease.

It was determined that the owner of the property was not in attendance at the City Council meeting.

Council Member La Tour: David, I appreciate you sending me the landowner's phone number. I tried to contact the landowner, to no avail. What were the deficiencies in the building permit application?

David Carver: Lack of a valid licensed contractor to perform the necessary work. His estimated value of work was significantly lower than what we would estimate necessary repairs to be. He was emailed a response from Building Safety. We have not received anything back from him.

Council Member La Tour: Building Safety had an email conversation with him before this time?

David Carver: I believe the last correspondence directly from the property owner was in November 2017. Since then we received the building permit, which lacked the pertinent information necessary to process a permit.

City Attorney Kit Williams: When you emailed him back, did you explain exactly what he needed to do, in relation to a building permit to make it where it would be acceptable?

David Carver: I would like to stipulate that all of this is from Building Safety, not out of my division. It was outlined very clearly to the property owner what would be needed to acquire a permit.

Garner Stoll, Development Services Director: I saw a very detailed email this afternoon outlining what's needed to access the value of the building permit, as well as the other items David mentioned. He has the information, assuming he got the email.

Mayor Jordan closed the Public Hearing.

Council Member Gray moved to approve the resolution. Council Member La Tour seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 48-18 as recorded in the office of the City Clerk

Unfinished Business: None

New Business:

RFP #17-16 MSW Consultants: A resolution to award RFP #17-16 and authorize a contract with MSW Consultants, LLC in the amount of \$47,932.00 for the development of a comprehensive rate study for the Recycling and Trash Collection Division, and to approve a project contingency in the amount of \$4,793.20.

Paul Becker, Chief Financial Officer gave a brief description of the resolution.

Louise Mann, 629 Gray Avenue spoke briefly about the resolution and left a list of questions for Council Members.

City Staff, Paul Becker and Jeff Coles addressed Louise Mann's questions.

Mayor Jordan: Louise, we will get you a written response in the next few days to your questions.

Council Member Marsh moved to approve the resolution. Council Member Smith seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 49-18 as recorded in the office of the City Clerk

Rebuilt-It Services Group, LLC: An ordinance to waive competitive bidding and to accept a repair quote of \$26,100.00, plus any applicable tax with Rebuild-It Services Group, LLC to repair a clarifier drive for the Noland Water Resource Recovery Facility.

City Attorney Kit Williams read the ordinance.

Tim Nyander, Utilities Director gave a brief description of the ordinance.

Council Member Kinion moved to suspend the rules and go to the second reading. Council Member Tennant seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Kinion moved to suspend the rules and go to the third and final reading. Council Member Tennant seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 6032 as Recorded in the office of the City Clerk

U.S. Geological Survey Agreement: An ordinance to waive the requirements of formal competitive bidding and authorize a joint funding agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2018 with the amount paid by the city not to exceed \$61,721.00.

City Attorney Kit Williams read the ordinance

Tim Nyander, Utilities Director gave a brief description of the ordinance.

Council Member Kinion: This went through the Water & Sewer Committee. This is a continuation of a long and good agreement with the U.S. Geological Survey. They provide a lot of data.

Council Member Kinion moved to suspend the rules and go to the second reading. Council Member Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Kinion moved to suspend the rules and go to the third and final reading. Council Member Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 6033 as Recorded in the office of the City Clerk

ADM 17-6051 (Lots 100-103/Timber Trails Sd): An ordinance to amend the Timber Trails Subdivision Planned Zoning District to allow Use Unit 8, Single-Family Dwellings as a use by right on lots 100-103.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. The Planning Commission recommended approval with a vote of 8-0. Staff recommends approval.

Council Member Marsh: I have not received any feedback on this item.

Council Member Marsh moved to suspend the rules and go to the second reading. **Council Member Gray** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Gray moved to suspend the rules and go to the third and final reading. **Council Member Marsh** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 6034 as Recorded in the office of the City Clerk

VAC 17-5977: (357 S. West Ave./Lot 3-Ferguson's Addition): An ordinance to approve VAC 17-5977 for property located at 357 South West Avenue to vacate a portion of an undeveloped street right-of-way and a portion of an alley right-of-way.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. The Planning Commission recommended approval with a vote of 8-0. Staff recommends approval.

Council Member Marsh moved to suspend the rules and go to the second reading. **Council Member Kinion** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Marsh moved to suspend the rules and go to the third and final reading. **Council Member Kinion** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 6035 as Recorded in the office of the City Clerk

RZN 17-6000 (2870 E. Joyce Blvd./Christian Bros. Automotive): An ordinance to rezone that property described in rezoning petition RZN 17-6000 for approximately 0.92 acres located at 2870 East Joyce Boulevard from C-1, Neighborhood Commercial to UT, Urban Thoroughfare.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. The Planning Commission recommended approval with a vote of 8-0. Staff recommends approval.

Jonathan Wakefield, Applicant stated he was available for questions.

Council Member Marsh moved to suspend the rules and go to the second reading. Council Member Kinion seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 6036 as Recorded in the office of the City Clerk

RZN 17-6018: (651 & 711 N. Storer Ave./Sarkin): An ordinance to rezone that property described in rezoning petition RZN 17-6018 for approximately 0.60 acres located at 651 & 711 North Storer Avenue from RMF-40, Residential Multi Family, 40 Units per Acre to RI-U, Residential Intermediate-Urban.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. The Planning Commission recommended approval with a vote of 8-0. Staff recommends approval.

Council Member La Tour moved to suspend the rules and go to the second reading. Council Member Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Tennant moved to suspend the rules and go to the third and final reading. Council Member Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 6037 as Recorded in the office of the City Clerk

RZN 17-6034 (2468 N. Crossover Rd./Jones): An ordinance to rezone that property described in rezoning petition RZN17-6034 for approximately 4.40 acres located at 2468 North Crossover Road from RSF-2, Residential Single Family, 2 Units per Acre to NS-G, Neighborhood Services-General.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. The Planning Commission recommended approval with a vote of 7-1. Staff recommends the previously requested NS-L zoning district and are not in support of the NS-G zoning district.

Jerry Jones, Applicant requested support from the City Council for the NS-G rezoning. He stated that NS-G is the most applicable way for them to try to generate someone interested in buying the property.

Rick Shelton, Coldwell Banker Realtor for Applicant spoke in favor of the NS-G rezoning. He believes the designation is suitable for the surrounding neighborhoods.

Council Member Tennant: Where are we with the availability of retail space on Highway 265? Is there an abundance or not enough?

Rick Shelton: There are two ways to think about it. There is an abundance with plenty of commercial opportunities remaining at the Mission exchange. At Joyce, there is a lot of commercial space, even some being developed now. The second part of that is, there's long distance between them. Applying the traditional neighborhood or the town theme to that means there should be something in between that is walkable. The core commercial areas have a lot of opportunity for further development.

Council Member Tennant: The wording in the City Plan allows for low intensity commercial?

Jonathan Curth: That is correct on corners and connecting corridors.

Council Member Tennant: Can you define what low intensity is or is it situational?

Jonathan Curth: I believe it is situational on the matter of compatibility.

Council Member Tennant: Is it safe to assume that grey area of what's low intensity and what's not, is part of the reason why city staff looked at NS-L as a better fit, as opposed to the Planning Commission recommending NS-G?

Jonathan Curth: Part of it was about compatibility. It's mostly a residential area. The uses and size of the buildings allowed in the NS-L zoning district are more comparable to what's existing in the area can be very complementary if developed under those zoning requirements.

Garner Stoll: The primary distinction between those two districts are the size of the buildings. The uses are both mixed used districts. Both allow vertical mixed use and horizontal mixed use. Given the attractive tree covered parcel that has some depth to it immediately adjacent to homes to the east, NS-L really fits that parcel.

Council Member Tennant: Is it normal to go from Limited to General if the biggest piece of that is building size? You are more than doubling and there is no middle ground. It seems like a big jump.

Garner Stoll: Those are the two districts we have available at this point.

J.B. Hays, 2595 Firewood Drive spoke in favor of the proposed rezoning.

Paul Henry, 2885 East Township spoke about traffic concerns and safety. He spoke against the ordinance and stated the rezoning is not consistent with City Plan 2030.

Council Member Tennant: Are you against NS- L and NS-G or is one better than the other in your opinion?

Paul Henry: It's not a walkable area. Increasing the traffic count in that area is illogical. I don't believe it's a good plan.

Council Member La Tour: Mr. Henry, last week I walked on Crossover Road from Mission to Joyce Street. It is walkable and there are sidewalks.

Paul Henry: I avoid it with my children and my dog because the rate of traffic. It is an unsafe walkable area.

Kathy Wade, 2863 E Township stated she agreed with Mr. Henry. She spoke about traffic and median concerns. She stated the planning for Crossover to be an arterial road doesn't allow for easy access for a business or multifamily at that piece of property.

Council Member Tennant requested for the item to be held on the first reading to allow for further research since the Planning Commission and city staff are not in agreement. He would like to speak to professionals in the field of study before making a rezoning decision.

Mayor Jordan stated city staff would speak to the Highway Department.

Chris Brown, City Engineer: All the intersections are designed for U-turns. We specifically changed the ordinance to allow U-turns at signal lights and intersections. A bus is the largest vehicle that could make a U-turn at those locations.

Council Member Tennant: The way that was built, was it in consideration of the nearby schools using busses?

Chris Brown: I would say that they didn't get into that level of detailed traffic. They pick a design vehicle and that was the size vehicle they could reasonably design to allow for the U-turns.

Council Member Tennant: There is a significant traffic increase around 8:00 a.m. and 3:00 p.m. everyday. Sounds like they were built to be able to make a turn around.

Chris Brown: All the intersections on Crossover in the median section are designed that way.

Council Member Bunch stated she would like to leave it on the first reading for further research. She stated she has concerns with safety and access to the property.

This item was left on the First Reading.

City Council's Support for City Plan 2030 Update: A resolution to express the City Council's support for an update to City Plan 2030.

Garner Stoll, Development Services Director gave a brief description of the resolution. He stated the plan was originally proposed that it should be from North Street to the Northern city limits, but the Mayor has recommended that they add South Fayetteville.

Mayor Jordan spoke briefly about plans he sent to the Transportation Committee about six years ago.

Council Member Marsh spoke about the Fayetteville 2020 Plan that was completed in 2004 and stated goal number five was a revitalized South Fayetteville. She spoke about the re-design of Archibald Yell Boulevard and infill. She spoke about the amount of private investment in the Walker Park area in the last ten years. She stated South Fayetteville is the gateway into the City of Fayetteville and strongly urged that Archibald Yell Boulevard be included.

Mayor Jordan: I wanted to be sure you all are okay with that before I put that in there. The old plan I had sent to the Transportation Committee six years ago recommended going south, but the advice given to me was to go north first and then come back south. Since we are doing the study on the whole thing, I told Garner to include the area from MLK to Cato, but we can do Archibald Yell Boulevard too.

Council Member Marsh: There is a need.

Garner Stoll: Assuming you add these extra segments to your resolution going forward, we would do an addendum to the RFP. It would add about three weeks to the process. It would involve additional funding. The contract would have to come back to the Council for approval. Staff is excited about doing this plan and we have an ambitious workplan to get it done quickly. We are

already working on ideas for public outreach. The last phase is the formal adoption process through the Planning Commission and the City Council.

Council Member La Tour: I am encouraged by the plan and I think we are moving forward. I'm excited about the development I see in South Fayetteville. I have nothing against infill. I like for people to live where they want to live. I want variety in the marketplace where everybody can be satisfied. I hate to define infill so narrowly that we preclude development on the edge of town. Not everybody likes mixed use. When we address the definitions of appropriate infill and suburban sprawl, I'd like for us to define them more broadly.

Mayor Jordan: How do you want us to address that?

Council Member La Tour: I don't want to preclude people's choice. I like choice and variety in the marketplace. I don't want to define infill so narrowly that we can't have a 2-acre lot on the edge of town. People who want to live in the Downtown area and live in a mixed use, there is nothing wrong with that. Sprawl is just the growth of the city. At some point if we don't expand our city borders, then we will run out of space. Then everybody that builds in Northwest Arkansas will be building in some other municipality. In my Ward, we are already bumping up against Farmington. Going north, we are bumping up against Johnson. We are going to run out of land space. Other neighboring municipalities don't always see things the way we see them and they will just gobble it up.

Mayor Jordan: In 2006, citizens helped define the growth areas, which was Ruppel Road on one side and Crossover road on the other and for us to first work with infill into the city. That was the direction that was given by the citizens to a Council that I sit on.

Council Member La Tour: I don't have any qualms with infill development for those people who want to live in those places. I don't want it to preclude other people from having other options. I want there to be choices for everybody.

Council Member Marsh: I am in support of the update of the plan. It is fantastic that we are doing this. I'm glad we are going to be able to leverage staff to do a considerable amount of the work that we would normally outsource. I want us to be cautious and recognize there is a lack of diversity in our Planning and Development Services group. We need to ensure that all the citizens are well represented. We need to be sensitive to the fact that we have a lack of diversity on our team and make an extra effort to hear from different voices.

Mayor Jordan: We will.

Sonia Gutierrez, 127 East Conner spoke in favor of amending the exiting plan. She believes it is in alignment with the mobility plan.

Council Member Petty: The reason we talk about infill so much is because that's what is in demand and what is hard to do. Housing prices in Downtown Fayetteville have more than doubled in the last six years. They have not more than doubled anywhere else in the city. The reason they've doubled is because that is where demand has outstretched supply. We have a mismatch in our rules

in terms of what they encourage and what people want. We are distorting the market towards single family sprawl development, when people want more infill development than we have allowed to happen. We aren't in any danger of outlawing the kinds of projects that you are advocating for, but we have already made it more difficult to develop in an infill manner. It's not that sprawl is under attack, it's that infill has been under attack for decades and we need to correct it.

Council Member Marsh discussed the proposed wording to amend the existing resolution.

City Attorney Kit Williams: The resolution talks about upgrading the plan and I would add, to include study of Archibald Yell Boulevard and South School Avenue to Cato Springs Road. I believe that would make it clear.

Mayor Jordan: I would like a little direction from the Council because we have Nelson/Nygaard that's doing the study of that area of road. What do you want me to do exactly?

Council Member Marsh: The new consultants will use the Nelson/Nygaard as a starting point and whatever their recommendations are. It will give them a jumpstart on what they want to propose.

Garner Stoll: My understanding is the starting point would be the work they have done. They have done the traffic engineering and cross-section design. We wouldn't be redoing that.

Mayor Jordan: The new people wouldn't go back and redo that whole thing again?

Garner Stoll: No. Their mission would be to take those cross-sections and see how it affects the adjacent development and zoning.

Mayor Jordan: I want to be sure I don't get in a position where somebody says I had one study and added another study. We want to make sure we aren't paying for something twice. I want to be clear we will take what they have done and we will add this new study to that.

Garner Stoll: Yes, sir.

Council Member Marsh moved to amend to include study of Archibald Yell Boulevard and South School Avenue to Cato Springs Road. Council Member Smith seconded the motion. Upon roll call the motion passed unanimously.

Council Member Marsh moved to approve the resolution. Council Member Smith seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 50-18 as recorded in the office of the City Clerk

Amend 2018 Adopted Budget: A resolution to amend the 2018 adopted budget by re-appropriating \$97,779,000.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.

Paul Becker, Chief Financial Officer gave a brief description of the resolution.

Council Member Marsh moved to approve the resolution. Council Member La Tour seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 51-18 as recorded in the office of the City Clerk

Johanson Consulting Inc. D/b/a Johanson Group: A resolution to accept and adopt the Pay Plan Committee's recommendations for new criteria for market studies, to approve a change order to the contract with Johanson Consulting Inc. d/b/a Johanson Group to increase the annual contingency fees by the amount of \$5,500.00 for annual market studies and consulting, and to approve a budget adjustment.

Brenda Reed, Human Resources Director gave a brief description of the resolution.

Mayor Jordan: The committee met for several months. Thank you to the committee for their work on this. This is the recommendation that came from the committee and it was a unanimous vote.

Jimmy Vinyard, Representing the Firefighters Association thanked City Council members and Mayor Jordan for their work on the plan. He spoke about the full recommendation of the plan.

Mayor Jordan stated that the list Brenda Reed presented was what the committee voted in. He stated the committee voted on a total compensation package.

Brenda Reed: We will be looking at compensation across our data sources for the various uniformed fire and police and the merit groups and their tiers. We will also be taking into consideration what benefits those data sources offer and what value that brings to our labor groups. The value of those benefits such as retirement, medical, and dental will be explored and reviewed when we do the market study. They will all be considered as part of what the data sources offer for their total rewards package so we can look at how competitive we are.

Council Member Marsh: I know we are going to consider all these things, but will we be considering them independently of one another? The concern from fire and police is that having that salary and the benefits are what set us apart, whereas if we are looking at a combined picture, they may not receive the market rate salary they are looking for. Are we going to be looking at these groups individually? Will there be a distinction between the pay and the benefits that we're looking at or will it be combined into one value?

Brenda Reed: There is a distinction between the two, but they'll be looked at as a total rewards package for what the city offers and value. Police and fire uniformed chose five benefits that they found value in. The merit representative listed five benefits they found value in. We will be looking at what other data sources are providing for benefits for their employees. Then we will be looking at our benefits and comparing those to see how that value adds up.

Council Member Marsh: Will we benchmark them individually to see if there is a discrepancy between the benefit value and the salary?

Brenda Reed and Mayor Jordan stated yes.

Council Member Petty stated he believed the confusion is coming from the resolution being about the study itself. He stated the committee also looked at compensation policy, which is different from the study.

There was a brief description about LOPFI and what other cities are doing.

Brenda Reed: We found our parody from the labor force where we are sourcing from and where we are losing folks to. Those were very important factors on those data sources for the Arkansas region.

Mayor Jordan: I was on the first Pay Plan Committee. We were recruiting from all over the United States and we were looking at where we were recruiting from. I believe we were averaging over 70% recruitment from right here in this region.

Brenda Reed: That is correct.

Council Member La Tour: Mayor, what gives me great hope is that you are a man of your word. You told us if we can achieve sales tax increases, you will share that with our employees. I appreciate that very much and it is a reasonable position. We have disagreements among us about zoning things and such, but none of us want to take advantage of our police, fire or city staff. We all want to do what's right by you.

Mayor Jordan: Thank you to the committee for their work on this. Thank you to staff, fire, and police for being there and providing input.

Council Member Petty moved to approve the resolution. Council Member Marsh seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 52-18 as recorded in the office of the City Clerk

2017 Flood Damage Event: A resolution to approve a budget adjustment in the amount of \$500,000.00 to appropriate emergency funding for work to repair damages caused by the flooding of April and May 2017 and water damage to the Arkansas Air and Military Museum caused by a burst pipe in January 2018.

Paul Becker, Chief Financial Officer gave a brief description of the resolution.

Council Member Gray moved to approve the resolution. Council Member Marsh seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 53-18 as recorded in the office of the City Clerk

Announcements:

Susan Norton, Communications & Marketing Director: The city is offering free mulch at 1708 South Armstrong Avenue on Tuesday and Thursday in February from 8:00 a.m. to 3:00 p.m. and on March 3rd from 8:00 a.m. until noon.

The Bulky Waste Spring Cleanup is approaching and dates will be available on the website.

City Council Agenda Session Presentations:

Agenda Session Presentation - Walton Arts Center Update

City Council Tour: None

Adjournment: 8:01 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

CityClerk

From: KATE CARTER <katejcarter@hotmail.com>
Sent: Monday, February 19, 2018 9:24 PM
To: CityClerk; jcart2443@aol.com
Subject: Caution for Rezoning request for 2468 N. Crossover/Jones

Categories: Saved File, Forwarded

To Whom it May concern:

Please listen to our concerns about this school and neighborhood zone!

Points to consider when making shared decision:

Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.

Cars can only turn north in or out, into high speed traffic.

Cars traveling south will cut through Candlewood or Edenbrook's private driveway.

Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with

a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.

****School children walking to school face more traffic not paying attention to them.**

walkers are crossing Crossover on Township to go to Gulley Park.

Thank you!

Kate and Jason Carter

Neighbor

CityClerk

From: brendagullett1 . <brendagale.gullett@gmail.com>
Sent: Monday, February 19, 2018 9:27 PM
To: CityClerk
Subject: Reference Rezoning request for 2468 N. Crossover/Jones.

Sondra Smith,

Please pass this on to the city council for 2/20/2018 meeting. **We are very opposed to this rezoning.** Our concerns were overlooked by the Planning Commission. But, this would be a very unwise decision for many reasons. Thank you in advance for handling this.

Brenda Gullett--brendagale.gullett@gmail.com--2709 N Candlewood Drive, 72703

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

- Multifamily units (apartments) and cluster housing
- Strip Center
- 8,000 Sq. Ft. office that would hold 40 employees plus customers, clients, etc.
- Sidewalk café or restaurant or fast food, although no drive through windows are allowed.
- Work/live units with shop/office on street level and housing 2 stories above.
- Building height allowable is 45 Ft. (*4 stories, that's high!*)

TRAFFIC/SAFETY CONCERNS

- Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.
- Cars can only turn north in or out, into high speed traffic.
- Cars traveling south will cut through Candlewood or Edenbrook's private driveway.
- Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with

a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.

- School children walking to school face more traffic not paying attention to them.
- The only walkers are crossing Crossover on Township to go to Gulley Park.

2030 PLAN for CITY

- Crossover meant to be higher speed with minimal curb cuts.
- City wants to avoid spot zoning. [This looks like that.](#)
- Mission/Crossover businesses are accessible by sidewalk now.

--

Brenda B. Gullett

CityClerk

From: Lori Jones <alliancelori@aol.com>
Sent: Monday, February 19, 2018 9:36 PM
To: CityClerk
Subject: Rezoning request for 2468 N. Crossover/Jones

Sondra Smith
Re: Rezoning request for 2468 N. Crossover/Jones

We are NOT in favor of the rezoning due to the following:
TRAFFIC/SAFETY CONCERNS

Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.
Cars can only turn north in or out, into high speed traffic.
Cars traveling south will cut through Candlewood or Edenbrook's private driveway.
Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with

a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.

School children walking to school face more traffic not paying attention to them.
The only walkers are crossing Crossover on Township to go to Gulley Park.

2030 PLAN for CITY

Crossover meant to be higher speed with minimal curb cuts.
City wants to avoid spot zoning. This looks like that.
Mission/Crossover businesses are accessible by sidewalk now.

Jeff and Lori Jones
Candlewood subdivision.

CityClerk

From: alexismyrf@gmail.com
Sent: Monday, February 19, 2018 9:42 PM
To: CityClerk
Subject: Rezoning request for 2468 N. Crossover/Jones.

Mrs. Smith,

My name is Alexis Cox, my family and I live in Candlewood neighborhood. On behalf of my husband and I, we would like to ask that you please share these concerns regarding the rezoning with Mayor Jordan and City Council members.

We are unable to attend the meeting tonight but feel very strongly against the rezoning that can affect our neighborhood, our children's safety and the overall safety of our schools!

TRAFFIC/SAFETY CONCERNS

Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.

Cars can only turn north in or out, into high speed traffic.

Cars traveling south will cut through Candlewood or Edenbrook's private driveway.

Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with

a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.

School children walking to school face more traffic not paying attention to them.

The only walkers are crossing Crossover on Township to go to Gulley Park.

Thank you so much,

Alexis Cox

2607 n candlewood drive

CityClerk

From: Nan Smith-Blair <nsblair@uark.edu>
Sent: Tuesday, February 20, 2018 7:55 AM
To: CityClerk
Subject: City Council Concern

I am unable to attend the City Council's meeting tonight but wanted the Mayor and City Council members to be aware of my concerns on one of the agenda items. I am hopeful that the City Council will not approve the rezoning of 4 acres posted for Crossover next to the Candlewood Subdivision. The potential uses allowed under NS-G would allow multifamily units and cluster housing in addition to a strip center. I am concerned with the added traffic and noise that will be inflicted on the subdivision. It is difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.

Cars can only turn north in or out, into high speed traffic. Hence some cars traveling south will cut through Candlewood or Edenbrook's private driveway. Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.

School children walking to school face more traffic not paying attention to them. Additionally, there are walkers crossing Crossover on Township to go to Gulley Park. Finally, Candlewood subdivision has always been a highly desirable subdivision due to its location to schools and shopping centers. Increasing the multiuse area could impact the character of the subdivision and decrease the value of our property. Please reconsider the proposal and vote against the rezoning.

Best regards,
Nan Smith-Blair
Candlewood Subdivision Resident

CityClerk

From: Kathy Wade <kathywade5@att.net>
Sent: Tuesday, February 20, 2018 9:19 AM
To: CityClerk
Subject: rezoning request for 2468 N. Crossover/Jones

Ms. Smith, Please forward this to the Mayor and City Council Members.

My name is Kathy Wade and I live at 2863 E. Township St. and I look out my front window at Mr. Jones' property, so I have a definite interest in how this property is zoned and developed.

I will be at the Council meeting tonight. Thank you, Kathy Wade

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

- Multifamily units (apartments) and cluster housing
- Strip Center
- 8,000 Sq. Ft. office that would hold 40 employees plus customers, clients, etc.
- Sidewalk café or restaurant or fast food, although no drive through windows are allowed.
- Work/live units with shop/office on street level and housing 2 stories above.
- Building height allowable is 45 Ft. (4 stories)

TRAFFIC/SAFETY CONCERNS

- Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.
- Cars can only turn north in or out, into high speed traffic.
- Cars traveling south will cut through Candlewood or Edenbrook's private driveway.
- Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.
- School children walking to school face more traffic not paying attention to them.
- The only walkers are crossing Crossover on Township to go to Gulley Park.

2030 PLAN for CITY

- Crossover meant to be higher speed with minimal curb cuts
- City wants to avoid spot zoning. This looks like that.
- Mission/Crossover businesses are accessible by sidewalk now.

Last point, consider what commercial property backing up to Candlewood does to YOUR PROPERTY VALUE!

Sent from [Mail](#) for Windows 10

CityClerk

From: Morriss Henry <morrishenry@icloud.com>
Sent: Tuesday, February 20, 2018 10:17 AM
To: CityClerk
Subject: Rezoning 2468 n Crossover/Jones.

Sondra Smith,

I am opposed to a Change which would allow increased congestion at a busy crossroads near schools. When schools let out the students and autos increase traffic hazards at this corner now. This corner is one of the main exits from the schools. Sincerely. Morriss Henry

Sent from my iPhone

CityClerk

From: Mike Yates <gohogs09@att.net>
Sent: Tuesday, February 20, 2018 10:32 AM
To: CityClerk
Cc: eva.dave@cox.net; emadison@littler.com; Janette Litaker; Seth Terry; Curt Calaway; curt.calaway@tyson.com; Sandy Yates
Subject: Rezoning request 2nd Reading on Council agenda tonight - 2468 Crossover/Jones

Sondra, (Please forward this to my City Councilman, the Mayor, and others with a need to know.)

As a resident of the Candlewood Subdivision, I like to voice my opposition against the rezoning request for 2468 Crossover/Jones that will be heard tonight by the Fayetteville City Council on second reading.

I speak as a private citizen, not as an officer of the Candlewood POA.

I'm concerned about this for many reasons, but primarily the following:

1. Traffic and safety concerns. Only northbound traffic on Crossover Road would be allowed access into and out of the establishment. Drivers coming southbound on Crossover would inevitably have to cut through Candlewood and/or Edenbrook to "turn around" and turn North at the light at the intersection of Township and Crossover in order to ultimately turn into the business establishment.

We already have an after school parking problem on Candlewood Drive as for some reason parents of children who attend Vandegriff /McNair schools use Candlewood Drive as their personal parking lot to pick up their children. Let's don't compound it and make it even worse with cars cutting through Firewood and Candlewood Drive. School traffic currently park on both sides of Candlewood Drive, making it virtually impossible for cars to pass. Imagine the concerns we already have for our children's safety as even more drivers cut through our neighborhood and mostly ignore the posted speed limit on Candlewood Drive.

2. Concern over potential building heights of greater than 45 feet does not fit the adjacent area. Enough said.

3. This intersection is and has been for sometime mostly residential and has attracted citizens by the hundreds to live in neighborhoods surrounding the schools. Equally as important, these residents have invested an average of \$400-600K to live in this area. And by the way we pay on average of \$6,000 per year in property taxes. We trusted in our city/local governments to help protect our investment so that we could attend outstanding schools and support local businesses in this area.

In other words, we chose Fayetteville, and may I (we) remind you we still have a choice. If the city agrees to make some of the proposed rezoning's that have been defeated repeatedly in the past, our residents could leave Fayetteville and move to Bentonville, Rogers or Springdale and take their property tax revenue with them which could potentially mean a loss of hundreds of thousands in lost property tax revenue to our Fayetteville Public Schools. And consider also the potential drop in Real Estate values which could also negatively impact revenue to our public schools in Fayetteville. Yet here we are again with another rezoning request that WE WERE NOT NOTIFIED OF. I'm very disappointed in my Councilman about the lack of notice..

I think that the residents in Candlewood, Covington Park and in Edenbrook have given enough. In Candlewood, we lost 40 feet of our beautifully landscaped entrance on Crossover already when the State widened the highway. Additionally, our friends in Covington Park and Edenbrook that live on Township have watched Traffic levels double and triple as drivers continue to use Township Rd to cut through to Hwy 45E.

I could go on and on with multiple points, but I think you get the idea by now. I cannot attend the meeting in person this afternoon, but appreciate the opportunity to express myself and make my points above. My wife and I chose Fayetteville in 1988 because it is a beautiful city I believe has been recognized nationally for being a top-five place to live in the US.

Let's keep it that way and help citizens protect their property values and keep their children safe while somehow finding creative ways to work with landowners along Crossover Rd.

Thank you,

Mike and Sandy Yates
2431 N. Candlewood Dr
Fayetteville, AR 72703

Sent from my iPad

CityClerk

From: Bill Clark <billclarktax@aol.com>
Sent: Tuesday, February 20, 2018 10:39 AM
To: CityClerk
Subject: Rezoning request for 2468 N. Crossover/Jones

Hi Sondra,

I am writing in hopes that you will pass this email along to the mayor and city council as the above issue is slated for review this evening.

I reside at 2587 N Firewood Drive 72703 in the Candlewood subdivision. I attended the planning commission meeting in which they recommended the approval of the rezoning. Several issues of safety were raised by area residents as well as several on the commission itself. It was very evident that several of the commission members had made up their minds before the 'discussion' that night outright ignoring the safety concerns.

Some of the safety concerns were:

- Drivers traveling north on Crossover will go over a hill at the intersection of Township at 45-50 MPH and then immediately be upon the drives where the rezoning would take place. Even Mr. Jones made mention of the dangerous issue he has coming out of his driveway onto Crossover.
- The intersection of Crossover and Township was not designed for U turns as it is in other places on Crossover. The only way to get to this rezoned area if coming south on Crossover would be by U-turn at the intersection or by entering township and then making a U turn where school children are present at certain times of day.
- Residents may have the desire to walk to the rezoned area businesses. Although sidewalks are in place, its along a road that was designed to move traffic. I would not let my children walk there without supervision.

Other concerns were made by residents and several commission members as well. Crossover was designed to be a road to move traffic north and south with minimal stops and maximum flow. Thus the 45 mph speed limit. By rezoning this parcel it lays the groundwork for future small parcels to be rezoned non-residential and thus significantly hinder traffic on Crossover. At present, Crossover between Joyce and Mission has significant slow downs and backups at the 'rush' hours of the day.

There is also the historical 'domino' effect of such rezonings. Such a decision would open up other areas of Crossover to small retail/office. Not all at once but over time. Just think back to where College was at one point.

But the immediate 'domino' effect in this particular case is found in the history of Mr. Jones's attempt to sell the property. He has tried to sell the property as residential for years according to him with no success. In order to increase the possibility of sale he joined with a neighbor behind him to create enough acreage for multiple dwellings and a small new street. This attempt to sell the combined property was also unsuccessful. So now Mr. Jones wants to rezone in a hope to sell his property. The 'domino' issue here is that the property of his neighbor will shortly be before the city asking for rezoning also. That will then put an even greater amount of retail/office at this location and cut back into the residential area.

Setting a precedent of allowing retail/office rezoning to cut into neighborhoods, will most certainly make Fayetteville homeowners uncomfortable about any future subdivisions close to where rezoning could be an issue.

In conclusion, while I laud Mr. Jones for trying this to sell his property, an individuals personal gains should not change the focus of an area or impede upon the residential values of their neighbors. This rezoning, and the soon to be rezoning of Mr. Jones's neighbor's adjacent parcel for sale, will in fact place offices in close proximity to no less than 9 houses in the Candlewood subdivision. (and not just the ones touching Crossover.)

Thank you for your consideration and for your cooperation in leaving retail/office in areas where it has already been zoned for.

William R. Clark

CityClerk

From: Sandy Yates <sandy@shilohsaints.org>
Sent: Tuesday, February 20, 2018 10:56 AM
To: Mike Yates; CityClerk
Cc: eva.dave@cox.net; emadison@littler.com; Janette Litaker; Seth Terry; Curt Calaway; curt.calaway@tyson.com
Subject: RE: Rezoning request 2nd Reading on Council agenda tonight - 2468 Crossover/Jones

I agree with all the concerns as stated below also as a concerned citizen and resident of Candlewood Subdivision.
Sandy Yates

-----Original Message-----

From: Mike Yates [mailto:gohogs09@att.net]
Sent: Tuesday, February 20, 2018 10:32 AM
To: cityclerk@fayetteville-ar.gov
Cc: eva.dave@cox.net; emadison@littler.com; Janette Litaker; Seth Terry; Curt Calaway; curt.calaway@tyson.com; Sandy Yates
Subject: Rezoning request 2nd Reading on Council agenda tonight - 2468 Crossover/Jones

Sondra, (Please forward this to my City Councilman, the Mayor, and others with a need to know.)

As a resident of the Candlewood Subdivision, I like to voice my opposition against the rezoning request for 2468 Crossover/Jones that will be heard tonight by the Fayetteville City Council on second reading.

I speak as a private citizen, not as an officer of the Candlewood POA.

I'm concerned about this for many reasons, but primarily the following:

1. Traffic and safety concerns. Only northbound traffic on Crossover Road would be allowed access into and out of the establishment. Drivers coming southbound on Crossover would inevitably have to cut through Candlewood and/or Edenbrook to "turn around" and turn North at the light at the intersection of Township and Crossover in order to ultimately turn into the business establishment.

We already have an after school parking problem on Candlewood Drive as for some reason parents of children who attend Vandegriff /McNair schools use Candlewood Drive as their personal parking lot to pick up their children. Let's don't compound it and make it even worse with cars cutting through Firewood and Candlewood Drive. School traffic currently park on both sides of Candlewood Drive, making it virtually impossible for cars to pass. Imagine the concerns we already have for our children's safety as even more drivers cut through our neighborhood and mostly ignore the posted speed limit on Candlewood Drive.

2. Concern over potential building heights of greater than 45 feet does not fit the adjacent area. Enough said.

3. This intersection is and has been for sometime mostly residential and has attracted citizens by the hundreds to live in neighborhoods surrounding the schools. Equally as important, these residents have invested an average of \$400-600K to live in this area. And by the way we pay on average of \$6,000 per year in property taxes. We trusted in our city/local governments to help protect our investment so that we could attend outstanding schools and support local businesses in this area.

In other words, we chose Fayetteville, and may I (we) remind you we still have a choice. If the city agrees to make some of the proposed rezoning's that have been defeated repeatedly in the past, our residents could leave Fayetteville and move to Bentonville, Rogers or Springdale and take their property tax revenue with them which could potentially mean a loss of hundreds of thousands in lost property tax revenue to our Fayetteville Public Schools. And consider also the potential drop in Real Estate values which could also negatively impact revenue to our public schools in Fayetteville. Yet here we are again with another rezoning request that WE WERE NOT NOTIFIED OF. I'm very disappointed in my Councilman about the lack of notice..

I think that the residents in Candlewood, Covington Park and in Edenbrook have given enough. In Candlewood, we lost 40 feet of our beautifully landscaped entrance on Crossover already when the State widened the highway. Additionally, our friends in Covington Park and Edenbrook that live on Township have watched Traffic levels double and triple as drivers continue to use Township Rd to cut through to Hwy 45E.

I could go on and on with multiple points, but I think you get the idea by now. I cannot attend the meeting in person this afternoon, but appreciate the opportunity to express myself and make my points above. My wife and I chose Fayetteville in 1988 because it is a beautiful city I believe has been recognized nationally for being a top-five place to live in the US.

Let's keep it that way and help citizens protect their property values and keep their children safe while somehow finding creative ways to work with landowners along Crossover Rd.

Thank you,

Mike and Sandy Yates
2431 N. Candlewood Dr
Fayetteville, AR 72703

Sent from my iPad

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This email was Anti Virus checked by Astaro Security Gateway. <http://www.sophos.com>

CityClerk

From: Lauren Thompson <laurenthompson125@gmail.com>
Sent: Tuesday, February 20, 2018 11:47 AM
To: CityClerk
Subject: Urgent: Rezoning request 2nd Reading on Council agenda tonight - 2468 Crossover/Jones

Sondra, (Please forward this to my City Councilman, the Mayor, and others with a need to know.)

As a resident of the Candlewood Subdivision, I like to voice my opposition against the rezoning request for 2468 Crossover/Jones that will be heard tonight by the Fayetteville City Council on second reading.

I speak as a private citizen, not as an officer of the Candlewood POA.

I'm concerned about this for many reasons, but primarily the following:

1. Traffic and safety concerns. Only northbound traffic on Crossover Road would be allowed access into and out of the establishment. Drivers coming southbound on Crossover would inevitably have to cut through Candlewood and/or Edenbrook to "turn around" and turn North at the light at the intersection of Township and Crossover in order to ultimately turn into the business establishment.

We already have an after school parking problem on Candlewood Drive as for some reason parents of children who attend Vandegriff /McNair schools use Candlewood Drive as their personal parking lot to pick up their children. Let's don't compound it and make it even worse with cars cutting through Firewood and Candlewood Drive. School traffic currently park on both sides of Candlewood Drive, making it virtually impossible for cars to pass. Imagine the concerns we already have for our children's safety as even more drivers cut through our neighborhood and mostly ignore the posted speed limit on Candlewood Drive.

2. Concern over potential building heights of greater than 45 feet does not fit the adjacent area. Enough said.

3. This intersection is and has been for sometime mostly residential and has attracted citizens by the hundreds to live in neighborhoods surrounding the schools. Equally as important, these residents have invested an average of \$400-600K to live in this area. And by the way we pay on average of \$6,000 per year in property taxes. We trusted in our city/local governments to help protect our investment so that we could attend outstanding schools and support local businesses in this area.

In other words, we chose Fayetteville, and may I (we) remind you we still have a choice. If the city agrees to make some of the proposed rezoning's that have been defeated repeatedly in the past, our residents could leave Fayetteville and move to Bentonville, Rogers or Springdale and

take their property tax revenue with them which could potentially mean a loss of hundreds of thousands in lost property tax revenue to our Fayetteville Public Schools. And consider also the potential drop in Real Estate values which could also negatively impact revenue to our public schools in Fayetteville. Yet here we are again with another rezoning request that WE WERE NOT NOTIFIED OF. I'm very disappointed in my Councilman about the lack of notice..

I think that the residents in Candlewood, Covington Park and in Edenbrook have given enough. In Candlewood, we lost 40 feet of our beautifully landscaped entrance on Crossover already when the State widened the highway. Additionally, our friends in Covington Park and Edenbrook that live on Township have watched Traffic levels double and triple as drivers continue to use Township Rd to cut through to Hwy 45E.

I could go on and on with multiple points, but I think you get the idea by now. I cannot attend the meeting in person this afternoon, but appreciate the opportunity to express myself and make my points above. My fiancé and I chose Fayetteville in May of last year because it is a beautiful city has been recognized nationally for being a top-five place to live in the US.

Let's keep it that way and help citizens protect their property values and keep their children safe while somehow finding creative ways to work with landowners along Crossover Rd.

Thank you,

Lauren Thompson and Seth Terry
2415 N Candlewood Drive

Sent from my iPhone

CityClerk

From: KLAUS, Andrea <klaus.am@pg.com>
Sent: Tuesday, February 20, 2018 1:51 PM
To: CityClerk; Tennant, Justin; Bunch, Sarah
Cc: Klaus, Richard; amklaus@gmail.com
Subject: Oppose Rezoning request for 2468 N. Crossover/Jones.

Ms. Smith, Mr. Tennant, and Ms. Bunch,

I am writing to share my opposition to the rezoning of 2468 N. Crossover/Jones to Neighborhood Services General. I did attend the City Planning commission meeting in person to oppose and spoke against, but am unable to attend tonight.

I live at 2649 N Firewood Dr, Fayetteville AR.

My key concerns are:

- Inconsistent with City 2030 plan, this area is planned for residential to minimize traffic disruption. Residential will have much less 'in and out' traffic than businesses.
- Keep area residential. This is a quiet, peaceful area where children walk to school and I live. I do not need a business in my back yard, especially not a 4 story business. This change is disruptive to the community.
- There is ample commercial space currently available in Fayetteville. Existing space that is empty or open land in areas already zoned commercial. Many already along Crossover in the planned commercial zones. Let's not build more empty stripe malls and revitalize the existing structures that need updates!

Thank you in advance for listening to my concern.

Andrea Klaus

*Andrea Klaus
WGCT Customer Service Operations Channel Leader
479-571-5553 Work | 513-288-1600 Cell | 513-277-6900 Fax
klaus.am@pg.com*

"All Pricing, Promotion and Distribution decisions are at the sole discretion of the retailer. This electronic message transmission contains information which may be confidential.
The information is intended for the use of the individual or entity named above. If you are not the intended recipient and have received this electronic transmission in error, please notify sender then delete immediately."

CityClerk

From: Klaus, Richard <klaus.ra@pg.com>
Sent: Tuesday, February 20, 2018 2:11 PM
To: CityClerk; Tennant, Justin; Bunch, Sarah
Subject: Rezoning - 2468 Crossover

Ms. Smith, Mr. Tennant, and Ms. Bunch,

I would like to share my opposition to the rezoning of 2468 N. Crossover / Jones to the Neighborhood Services General, and recommend not changing the current zoning from Residential.

I have attended the City Planning Commission meeting to oppose, along with other City Council meetings where this (similar) proposals were previously rejected by the City Council. I recommend you do the same today and going forward.

I live at 2649 N Firewood Dr, in Fayetteville. I do want to voice my additional concern that some of the people in support (land owner and developer) have previously communicated that they discussed this matter with neighbors in the area – this has not been the case with my household and we are only a few homes away – or with other neighbors we have talked to in the immediate area, so I want to ensure there is not a false perception that there is support (or lack of opposition) from this information being shared.

My key concerns are:

- Inconsistent with City 2030 plan, this area is planned for residential to minimize traffic disruption. Residential will have much less 'in and out' traffic than businesses.
- Keep area residential. This is a quiet, peaceful area where children walk to school and I live. I do not need a business or other large structure in my back yard, especially not a 4 story business. This change is disruptive to the community.
- No issues exist to develop land as residential (except that owner has the property highly overpriced) – There are many other homes all around the area of this land both north and south on Crossover Rd.
- There is ample commercial space currently available in Fayetteville. Existing space that is empty or open land in areas already zoned commercial. Many already along Crossover in the planned commercial zones. Let's not build more empty stripe malls and revitalize the existing structures that need updates! Also, if you are forward thinking you will realize that our US Retail landscape is changing rapidly with the need for Less (not more) commercial space – This is a major trend even in growing areas like ours, driven greatly by eCommerce.

Thank you in advance for listening to my concern.

Richard Klaus

NA Customer Supply

☎ (513) 288-1800 Mobile | (513) 715-8058 Fax

✉ klaus.ra@pg.com

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CityClerk

From: Marguerite Martinez <maggiepb@hotmail.com>
Sent: Tuesday, February 20, 2018 2:35 PM
To: CityClerk
Subject: Rezoning request for 2468 N. Crossover/Jones.

As a property owner in Covington park (3657 E. Township St.), I am firmly against this potential development. Further development (especially commercial) would create additional traffic and safety issues. More drivers would frequent the area, which would make the area much less safe for school children crossing the street. Please vote against this rezoning request.

Thanks.
Marguerite Martinez

Sent from my iPhone

From: Carl George <ceg0982@gmail.com>
Sent: Tuesday, February 20, 2018 2:52 PM
To: CityClerk
Subject: zoning concern for 2468 N. Crossover/Jones

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

- Multifamily units (apartments) and cluster housing
- Strip Center
- 8,000 Sq. Ft. office that would hold 40 employees plus customers, clients, etc.
- Sidewalk café or restaurant or fast food, although no drive through windows are allowed.
- Work/live units with shop/office on street level and housing 2 stories above.
- Building height allowable is 45 Ft. *(4 stories, that's high!)*

TRAFFIC/SAFETY CONCERNS

- Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.
- Cars can only turn north in or out, into high speed traffic.
- Cars traveling south will cut through Candlewood or Edenbrook's private driveway.
- Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.
- School children walking to school face more traffic not paying attention to them.
- The only walkers are crossing Crossover on Township to go to Gulley Park.

2030 PLAN for CITY

- Crossover meant to be higher speed with minimal curb cuts.
- City wants to avoid spot zoning. [This looks like that.](#)
- Mission/Crossover businesses are accessible by sidewalk now.

CityClerk

From: Melissa Kamel <memmay_ju@yahoo.com>
Sent: Tuesday, February 20, 2018 2:57 PM
To: CityClerk
Subject: NO Rezoning Request for 2468 N Crossover/Jones

Ms Smith,

My family lives in Covington Park. My Kindergarten and 2nd grader WALK home from Vandergriff Elementary and the proposed commercial business zoning would NOT be safe for any Vandergriff or McNair students. Please consider this and the following information when deciding on this issue.

We have MANY concerns that commercial rezoning at Crossover and Township is BAD for the following reasons:

TRAFFIC/SAFETY CONCERNS

- *Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.*
- *Cars can only turn north in or out, into high speed traffic.*
- *Cars traveling south will cut through Candlewood or Edenbrook's private driveway.*
- *Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.*
- *School children walking to school face more traffic not paying attention to them.*
- *The only walkers are crossing Crossover on Township to go to Gulley Park.*

Thank you for listening to your East Fayetteville residents and NOT allowing commercial buildings to be allowed close to Elementary and Middle Schools.

Sincerely,

Melissa Kamel

CityClerk

From: Jim Ragsdale <jrcubs1@cox.net>
Sent: Tuesday, February 20, 2018 3:05 PM
To: CityClerk
Subject: Rezoning for Crossover & Jones

Good afternoon.

I would like to take this opportunity and voice my opposition to a type of rezoning or construction at the area of crossover and Jones in Southeast Fayetteville.

I am a resident of Covington park subdivision but I feel like with this rezoning being proposed near our subdivision, it would only increase the traffic volume and congestion we already experience.

This area is already over congested during the morning hours and afternoon hours when school is in session. I don't understand why we would want to add more congestion to that area. Several dozen cars each day already cut through the candlewood subdivision to avoid the 265 / Township intersection. I'm concerned that any sort of business establishment that would be built on this property would just increase the traffic volume going through the Candlewood subdivision, especially on Firewood Lane.

We are fortunate that no child has been hit by wayward traffic during these high traffic school hours, whether it be in Candlewood, Covington Park or any other subdivision in that vicinity.

Please let me encourage you to vote against this rezoning and to prevent any further strip centers for being considered on this plot of land.

Thank you,

Jim Ragsdale
2504 Middleton Way
Fayetteville

Sent from my iPhone

CityClerk

From: Laura Simmons <llgwynne@yahoo.com>
Sent: Tuesday, February 20, 2018 3:09 PM
To: CityClerk
Subject: Opposition to rezoning request 2468 Crossover/Jones

Hello Ms Smith,

I am a concerned citizen writing in opposition to the rezoning request for 2468 Crossover/Jones. I am a homeowner in Covington Park neighborhood with school-aged children attending McNair and Vandergriff. My primary concern is the traffic/safety concerns for our children. Cars use our neighborhoods as a cut-through and this will continue to escalate if this property is used for commercial purposes. This is a safety issue for our children who walk or ride bikes in the neighborhood and surrounding areas. We hope you will consider not zoning this property for commercial use.

Thank you,

Laura Simmons
Covington Park neighborhood

Sent from my iPhone

From: Gerald Johnson <gdj.global@gmail.com>
Sent: Tuesday, February 20, 2018 3:25 PM
To: CityClerk
Subject: rezoning of 2468 N. Crossover/Jones

I am opposed to the rezoning of this property for NSG purposes. Below are some valid issues that have been raised by many citizens in the surrounding neighborhoods. BUT, my primary concern is for the safety of the children attending the two schools just off of the Crossover and Township intersection. Protection of children must take priority over commercialization of residential properties. Thank you. Gerald Johnson

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

- Multifamily units (apartments) and cluster housing
- Strip Center
- 8,000 Sq. Ft. office that would hold 40 employees plus customers, clients, etc.
- Sidewalk café or restaurant or fast food, although no drive through windows are allowed.
- Work/live units with shop/office on street level and housing 2 stories above.
- Building height allowable is 45 Ft. (*4 stories, that's high!*)

TRAFFIC/SAFETY CONCERNS

- Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.
- Cars can only turn north in or out, into high speed traffic.
- Cars traveling south will cut through Candlewood or Edenbrook's private driveway.
- Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.
- School children walking to school face more traffic not paying attention to them.
- The only walkers are crossing Crossover on Township to go to Gulley Park.

2030 PLAN for CITY

- Crossover meant to be higher speed with minimal curb cuts.
- City wants to avoid spot zoning. [This looks like that.](#)
- Mission/Crossover businesses are accessible by sidewalk now.



Virus-free. www.avg.com

CityClerk

From: Mike Driver <MDriver@sansonegroup.com>
Sent: Tuesday, February 20, 2018 3:29 PM
To: CityClerk
Subject: Rezoning request for 2468 N. Crossover/Jones.

Dear City Clerk, I'm writing you to express my strong opposition to the Jones rezoning request near the crossover and mission intersection. I understand that the property owner's request, which has been recommended for approval by the Planning Commission, is for Neighborhood Services General, which includes commercial uses.

This intersection currently serves as a primary access to Vandergriff Elementary and McNair Middle School, and serves as a primary access for several single family residential neighborhoods. Allowing Multifamily at this intersection would cause the intersection to become unsafe, both for our children and for travelers utilizing this high speed road.

The crossover rd speed limit is 45 miles per hour, and isn't designed well for development of retail or high density residential nor is it appropriate for 45 ft tall buildings, which would be incompatible with the immediate area.

Many children walk to school here and already have to battle less than desirable traffic congestion and speed. It would be a grave mistake to allow this type of zoning at this location and would be a danger to child safety because of the added traffic, crossover median and additional density that could be developed here.

Furthermore, as I understand the 2030 plan, crossover rd is part of the "Mayor's Box" which specifically envisions a highway design that facilitates fluid and safe traffic flow around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.

There are so few arterials that carry heavy traffic north and south, we can't afford to create a bottleneck of traffic at crossover and mission. Fayetteville is the most difficult city in Northwest Arkansas to traverse east to west, and this zoning would ensure the creation of similar issues with our primary and important north and south connector for east Fayetteville.

We elect our mayor and city council to protect us from this type of change in land use and implore the Mayor and Council to reject the rezoning as inappropriate for the intersection.

Additional traffic concerns.

OTHER TRAFFIC/SAFETY CONCERNS

- *Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.*

- *Cars can only turn north in or out, into high speed traffic, so cars traveling south will cut through Candlewood or Edenbrook's private driveway.*
- *School children walking to school face more traffic not paying attention to them.*
- *Cars would have to take u turns to access this development when traveling south bound making it unsafe for walkers crossing Crossover on Township to go to Gulley Park.*

2030 PLAN for CITY

- *Crossover meant to be higher speed with minimal curb cuts.*
- *City wants to avoid spot zoning. This is clearly spot zoning.*
- *Mission/Crossover businesses are accessible by sidewalk now.*

Please feel free to contact me to discuss.

Regards,

Mike Driver

3472 E Chatsworth Rd
Fayetteville, AR 72703

[479.435.0238](tel:479.435.0238)

mdriver@sansonegroup.com

CityClerk

From: Ami Cleveland <a_cleva@yahoo.com>
Sent: Tuesday, February 20, 2018 4:07 PM
To: CityClerk
Subject: Rezoning Request - Crossover

TRAFFIC/SAFETY CONCERNS

- *Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.*
- *Cars can only turn north in or out, into high speed traffic.*
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- *School children walking to school face more traffic not paying attention to them.*
- *The only walkers are crossing Crossover on Township to go to Gulley Park*

[Sent from Yahoo Mail on Android](#)

CityClerk

From: Ted Runnels <ted@mockingdog.com>
Sent: Tuesday, February 20, 2018 4:28 PM
To: CityClerk
Subject: Rezoning

Dear City Clerk,

My name is Ted Runnels and I would like to inform you that our family is very much against the commercialization of property adjoining our home. We consider this a poor investment from the individuals driving the initiative. In my opinion, it is already a pretty dangerous situation as it is. Turns and the redirection of cars would accompany these new business locations and bring about a lot of havoc and injuries. I cannot tell you how many accidents have been made and we really do not want to increase it.

I will not get into the obvious commercial problems that would follow with these businesses butting up to the property we grew up in for many years. The original intent of our family was to cut off a few acres in the back. This seems logical to help the whole Neighborhood and not just the ones pushing this move.

Please do what we voted you in for and stick up for what is right for many and not just a squeaky wheel.

Feel free to call me for any additional information and possible solutions.

Sincerely,

Ted Runnels
479-225-1718

CityClerk

From: Gerald Johnson <gdj.global@gmail.com>
Sent: Tuesday, February 20, 2018 4:29 PM
To: CityClerk
Subject: Re: FW: rezoning of 2468 N. Crossover/Jones

You are very welcome. Thank you for your service to our city. I realize that I am only one voice, and I forgot to mention that I have a granddaughter in kindergarten at Vandergriff.....hence my concern for any actions that increases traffic.



Virus-free. www.avg.com

On Tue, Feb 20, 2018 at 3:56 PM, CityClerk <cityclerk@fayetteville-ar.gov> wrote:

From: Kinion, Mark
Sent: Tuesday, February 20, 2018 3:55 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Re: rezoning of [2468 N. Crossover](#)/Jones

Thank you for your thoughts regarding the rezoning.

Warm Regards,

Mark Kinion

Vice Mayor / City Council Member

Ward 2 Position 1

On Feb 20, 2018, at 3:28 PM, CityClerk <cityclerk@fayetteville-ar.gov> wrote:

From: Gerald Johnson [<mailto:gdj.global@gmail.com>]
Sent: Tuesday, February 20, 2018 3:25 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: rezoning of [2468 N. Crossover](#)/Jones

I am opposed to the rezoning of this property for NSG purposes. Below are some valid issues that have been raised by many citizens in the surrounding neighborhoods. BUT, my primary concern is for the safety of the children attending the two schools just off of the Crossover and Township intersection. Protection of children must take priority over commercialization of residential properties. Thank you. Gerald Johnson

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

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2030 PLAN for CITY

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- City wants to avoid spot zoning. [This looks like that.](#)
- Mission/Crossover businesses are accessible by sidewalk now.



Virus-free. www.avg.com

CityClerk

From: Ann Henry <henry.annhenry@gmail.com>
Sent: Tuesday, February 20, 2018 4:37 PM
To: CityClerk
Subject: Rezoning request on township crossover

Traffic safety concerns juxtaposed against the 2030 plan for fayetteville should cause the board to reject the rezoning. The types of neighborhood commercial are not compatible with traffic patterns and there are already long lines of traffic to get children to school in the am and afternoons.

I take and pick up grandchildren to vandegriff and McNair and can attest to the fact that residential is much more compatible than the request for rezoning. The amount of traffic generated by residential is small cf to the commercial.

Please register our comments against the rezoning

Ann and Morriss Henry
Sent from my iPhone

CityClerk

From: Leslie Donovan <leslie.s.donovan@gmail.com>
Sent: Tuesday, February 20, 2018 4:43 PM
To: CityClerk; Leslie Donovan
Subject: Rezoning - 2468 Crossover - Jones

Sondra Smith,

This email is to serve my opposed to the new zoning request by Mr. Jones.

My concerns as a newer neighbor to NWA and Fayetteville, it would seem there are still several factors or comments being shared that are in conflict and would require more discussion, review and consideration prior to a final vote being made.

There are already quite nice (and walkable) business services being offered in close proximity. There are significant businesses that offer dry cleaning, coffee shops, small office, physicians and even larger retail establishments at Mission and Crossover. I have often walked to those locations when my car is in service at Firestone. Additionally, there are even more space and offerings at Joyce and Crossover which can be accessed by walking (getting to those 10,000 steps) or bicycle as well as driving.

The zoning being requested already has open space in near proximity or with business owners who enjoy services the homes and families nearby in East Fayetteville.

Read/heard (Mayor's Box) that the intent of the traffic was to keep flow active and moving which is more disruptive with business usage.

There were also comments made that Mr. Jones had been trying to sell this for the past 11 years. I am recent to the area, yet have not seen signs of sale during my entire tenure. I have seen some for single family homes and would anticipate that residential that might be added to already in place, along Crossover between Township and Mission and Township and Old Wire would be a great addition to the school population.

There are aspect of the children walking along the Candlewood neighborhood and the other major streets with cars trying to get access in and out (higher frequency with business or high density homes) would increase the hazards. Again, the traffic and intent was to move traffic through the area.

The neighborhood being used as a cut-through adds danger for children and dogs. It would only increase with some of the proposed changes.

As to other considerations, Mr. Jones has shared:

_This has been on the market for 11+ years, again I have not see it posted during our entire tenure of almost three years.

- He has shared he would not want some of the buildings that the school, the neighborhood, the walkers and the bike path riders enjoy with the traffic flow. Yet, Mr. Jones has quickly stated that once it is sold he cannot control that.

-I have heard varied amounts listed as the appropriate value of the acreage and it seems that potentially Mr. Jones has a higher value per acre than the market average. The reality could be the reason for the inability to sell to residential property owners rather than zoning. The homeowners go in knowing the busy street and make a decision to be in and live in the area - at a price that may be a lower lot value - due to the location.

- Mr. Jones shared he has spoken to the neighborhood and neighbors many times. Personally, I learned of this a day or two before the first zoning meeting. In asking other neighbors, it would seem many are/were unaware of the request. Some have even shared some interesting solutions that would benefit the neighborhood and Mr. Jones, yet there does not seem to be time allocated to the exchange of information.

-Mr. Jones, I believe, requested a change in zone and now is immediately requesting a second change to the zoning request. It would seem this may have been the intent at the onset rather than being open in the first request to allow some time to see how the market can move his property without making further changes.

- In speaking with other neighbors, when out on dog walks at school events, they have asked if Mr Jones would be willing to speak to us again before any decisions are made. We would come together as a neighborhood, along with Mr. Jones and maybe some of the other lot or property owners, which have been identified as future possible build sites to create a more optimal plan

Thank you for your consideration in allowing the local neighbors and the land owners a bit more time, 60-90 days to understand what is already known from city planning and timing from the other land owners along with neighbors on Township, Crossover and Candlewood...to come together for a solution.

So many of the comments are personal -as are mine. It took me by surprise and it seems that it is hard to really learn what was requested, is requested, value of land, asking price of land; how are other property lots in the area going to be affected, etc. I know we all love the area and want to reach an understanding with clarity to the factors to make a solid recommendation, review and discussion and decision.

Thank you.

Leslie Donovan

CityClerk

From: Kermit Sykes <ksykes@coca-cola.com>
Sent: Tuesday, February 20, 2018 5:31 PM
To: CityClerk; Tennant, Justin; Bunch, Sarah
Subject: FW: Rezoning request 2nd Reading on Council agenda tonight - 2468 Crossover/Jones

My wife Dyanne and I concur with Mike Yate's email below...as a resident of Candlewood we are very much opposed to the proposed rezoning request for 2468 Crossover/Jones that will be heard tonight by the City Council. If any questions please let me know.

Thank you for your time and consideration on this important matter,

Kermit Sykes
2416 Candlewood Dr

Begin forwarded message:

From: Mike Yates <gohogs09@att.net>
Date: February 20, 2018 at 10:32:24 AM CST
To: cityclerk@fayetteville-ar.gov
Cc: eva.dave@cox.net, emadison@littler.com, Janette Litaker <jsl32198@msn.com>, Seth Terry <sethandrewterry@gmail.com>, Curt Calaway <ctcalaway@cox.net>, curt.calaway@tyson.com, Sandy Yates <sandy@shilohsaints.org>
Subject: Rezoning request 2nd Reading on Council agenda tonight - 2468 Crossover/Jones

Sondra, (Please forward this to my City Councilman, the Mayor, and others with a need to know.)

As a resident of the Candlewood Subdivision, I like to voice my opposition against the rezoning request for 2468 Crossover/Jones that will be heard tonight by the Fayetteville City Council on second reading.

I speak as a private citizen, not as an officer of the Candlewood POA.

I'm concerned about this for many reasons, but primarily the following:

1. Traffic and safety concerns. Only northbound traffic on Crossover Road would be allowed access into and out of the establishment. Drivers coming southbound on Crossover would inevitably have to cut through Candlewood and/or Edenbrook to "turn around" and turn North at the light at the intersection of Township and Crossover in order to ultimately turn into the business establishment.

We already have an after school parking problem on Candlewood Drive as for some reason parents of children who attend Vandegriff /McNair schools use Candlewood Drive as their personal parking lot to pick up their children. Let's don't compound it and make it even worse with cars cutting through Firewood and Candlewood Drive. School traffic currently park on both sides of Candlewood Drive, making it virtually impossible for cars to pass. Imagine the

concerns we already have for our children's safety as even more drivers cut through our neighborhood and mostly ignore the posted speed limit on Candlewood Drive.

2. Concern over potential building heights of greater than 45 feet does not fit the adjacent area. Enough said.

3. This intersection is and has been for sometime mostly residential and has attracted citizens by the hundreds to live in neighborhoods surrounding the schools. Equally as important, these residents have invested an average of \$400-600K to live in this area. And by the way we pay on average of \$6,000 per year in property taxes. We trusted in our city/local governments to help protect our investment so that we could attend outstanding schools and support local businesses in this area.

In other words, we chose Fayetteville, and may I (we) remind you we still have a choice. If the city agrees to make some of the proposed rezoning's that have been defeated repeatedly in the past, our residents could leave Fayetteville and move to Bentonville, Rogers or Springdale and take their property tax revenue with them which could potentially mean a loss of hundreds of thousands in lost property tax revenue to our Fayetteville Public Schools. And consider also the potential drop in Real Estate values which could also negatively impact revenue to our public schools in Fayetteville. Yet here we are again with another rezoning request that WE WERE NOT NOTIFIED OF. I'm very disappointed in my Councilman about the lack of notice..

I think that the residents in Candlewood, Covington Park and in Edenbrook have given enough. In Candlewood, we lost 40 feet of our beautifully landscaped entrance on Crossover already when the State widened the highway. Additionally, our friends in Covington Park and Edenbrook that live on Township have watched Traffic levels double and triple as drivers continue to use Township Rd to cut through to Hwy 45E.

I could go on and on with multiple points, but I think you get the idea by now. I cannot attend the meeting in person this afternoon, but appreciate the opportunity to express myself and make my points above. My wife and I chose Fayetteville in 1988 because it is a beautiful city I believe has been recognized nationally for being a top-five place to live in the US.

Let's keep it that way and help citizens protect their property values and keep their children safe while somehow finding creative ways to work with landowners along Crossover Rd.

Thank you,

Mike and Sandy Yates
2431 N. Candlewood Dr
Fayetteville, AR 72703

Sent from my iPad

CONFIDENTIALITY NOTICE

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, disclosure or forwarding of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Thank You.

CityClerk

From: Lydia McClinton <lydiamoemclinton@gmail.com>
Sent: Tuesday, February 20, 2018 5:56 PM
To: CityClerk
Subject: Rezoning township/ crossover

Categories: Forwarded, Saved File

Hello,

I'm a resident in Covington park subdivision and have become aware of the rezoning of the corner of township/crossover.. I'm extremely concerned about this- the traffic is already an issue in our neighborhood (and at the crossover/ township intersection), especially in the mornings and afternoons. Not a single resident I have spoken with wants this- as it puts our kids in danger, and creates more traffic for our neighborhood, which will ultimately create more noise and lower home values. It's disturbing to me that this is even a consideration- Fayetteville just finished making crossover look beautiful again, and functional, and it seems it would ruin that. I don't want this, none of us do. I hope they take this seriously and listen to the residents, we want what's best for our kids and community. I wish i could be at the meeting tonight but still getting over the flu. Thanks in advance.

Lydia McClinton

Sent from my iPhone

CityClerk

From: Lydia McClinton <lydiamoemcclinton@gmail.com>
Sent: Tuesday, February 20, 2018 6:05 PM
To: CityClerk
Subject: Crossover/township rezoning nightmare

Categories: Saved File, Forwarded

please share these points with the city council as well. Very concerned about our investment in our home, and the increase in traffic. What an upset this is.. we studied the city carefully before moving here, and felt safe with our purchase as it was surrounded by (what I thought) was already a good, well developed area. This is WHY we moved here! and why we choose our forever home in this area.

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

- *Multifamily units (apartments) and cluster housing*
- *Strip Center*
- *8,000 Sq. Ft. office that would hold 40 employees plus customers, clients, etc.*
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TRAFFIC/SAFETY CONCERNS

- *Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.*
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- *Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.*
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2030 PLAN for CITY

- *Crossover meant to be higher speed with minimal curb cuts.*
- *City wants to avoid spot zoning. This looks like that.*
- *Mission/Crossover businesses are accessible by sidewalk now*

Sent from my iPhone

CityClerk

From: Kim McComas <kimmccomas@hotmail.com>
Sent: Tuesday, February 20, 2018 9:33 PM
To: CityClerk
Subject: please share with council at 5:30 meeting Wednesday - Deny Rezoning request for 2468 N. Crossover/Jones.
Attachments: Deny Re-zoning on Crossover.docx

Hello Sondra!

I came to the previous meeting and had left my letter with you because I couldn't stay, but perhaps the issue never came up as it was near the end of the agenda? Anyway, I am attaching my letter again that gives our rationale for NOT rezoning 2468 N. Crossover. I would greatly appreciate it if you could circulate this again as I will be out of town! Thank you very much!

Kim and Bill McComas

To: City Council representatives

From: Kim and Bill McComas

2506 N. Worthington Way

Fayetteville, AR 72703

Home: 442-8105

RE: proposed re-zoning of residential property NE corner of Crossover/Township

We are strongly opposed to changing the zoning of the 4 acre property from residential to NS-G. Every day when I drive through Fayetteville, I am reminded of examples of past poor planning and poor decision-making that will haunt Fayetteville for years to come, from lack of connectivity in cul-de-sac-happy subdivisions to large single-family homes being built on postage stamp lots.

Up for discussion now is to re-zone property on Crossover near Township that will open it to either commercial development or high-density housing. Here are our reasons against allowing that to happen and suggested alternatives:

- The city should maintain some streets that are more 'boulevard -like', where it is pleasant just to drive along them. Don't mess this up.
- There are already commercial centers at Mission & Crossover and at Joyce & Crossover. Let those wanting to further commercialize fill in those centers, not stretch out and make Crossover an unpleasant 'strip'.
- The number of apartments that have been added to Fayetteville in the past 5 years is staggering. We don't need apartments there- there are many other nice apartment places in town.
- Adding apartments to an upscale neighborhood, as nice as they may be, still takes away from the flavor that is currently established by the surrounding single-family home neighborhoods. You start messing with that, and you start making Bentonville a better choice.
- Fayetteville has plenty of places open to develop. You need to think long and hard before you allow re-zoning in areas that should be left as residential. Calling it 'neighborhood services' is just a euphemism for 'a developer's greed.'

CityClerk

From: Tracy Carter <tlcyogaspa@yahoo.com>
Sent: Wednesday, February 21, 2018 11:43 AM
To: CityClerk
Subject: rezoning email

Sondra,

I am a resident in Covington Park and wanted to share my concerns with the rezoning close to Crossover and Township. Please see my concerns and any type of communication you share with me would be much appreciated.

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

- *Multifamily units (apartments) and cluster housing*
- *Strip Center*
- *8,000 Sq. Ft. office that would hold 40 employees plus customers, clients, etc.*
- *Sidewalk café or restaurant or fast food, although no drive through windows are allowed.*
- *Work/live units with shop/office on street level and housing 2 stories above.*
- *Building height allowable is 45 Ft. (4 stories, that's high!)*

TRAFFIC/SAFETY CONCERNS

- *Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.*
- *Cars can only turn north in or out, into high speed traffic.*
- *Cars traveling south will cut through Candlewood or Edenbrook's private driveway.*
- *Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.*
- *School children walking to school face more traffic not paying attention to them.*
- *The only walkers are crossing Crossover on Township to go to Gulley Park.*

2030 PLAN for CITY

- *Crossover meant to be higher speed with minimal curb cuts.*
- *City wants to avoid spot zoning. [This looks like that.](#)*
- *Mission/Crossover businesses are accessible by sidewalk now.*

Tracy L Carter
479.790.3081

CityClerk

From: Pamela Davis <pameladavis.wm@gmail.com>
Sent: Wednesday, February 21, 2018 9:20 PM
To: CityClerk
Cc: Michael
Subject: Rezoning - Covington area

Categories: Saved File, Forwarded

Hi Ms. Sondra,

We are in disagreement with the consideration for rezoning the Covington/Jones Rezone for the following reasons:

POTENTIAL USES ALLOWED UNDER NS-G (Neighborhood Services – General)

- *Multifamily units (apartments) and cluster housing*
- *Strip Center*
- *8,000 Sq. Ft. office that would hold 40 employees plus customers, clients, etc.*
- *Sidewalk café or restaurant or fast food, although no drive through windows are allowed.*
- *Work/live units with shop/office on street level and housing 2 stories above.*
- *Building height allowable is 45 Ft. (4 stories, that's high!)*

TRAFFIC/SAFETY CONCERNS

- *Difficult for drivers traveling north to see traffic coming out of curb cuts due to elevation of Township.*
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- *Crossover Rd. is part of the Mayor's Box, planned to move traffic around town with a minimum of stops and a maximum flow. That's why the posted speed limit is 45mph.*
- *School children walking to school face more traffic not paying attention to them.*
- *The only walkers are crossing Crossover on Township to go to Gulley Park.*

Pam and Michael Davis
2516 Kittery Lane
Covington Park
Fayetteville, Ar

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, February 13, 2018

4:30 PM

City Hall Room 326

City Council Members

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Kyle Smith Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions****A. Consent:****A. 1** [2018-0012](#)

APPROVAL OF THE FEBRUARY 6, 2018 CITY COUNCIL MEETING MINUTES

A. 2 [2018-0082](#)

MISSY GIPSON SHORT-TERM LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$400.00

Attachments: [MISSY GIPSON SHORT-TERM LEASE AGREEMENT](#)

A. 3 [2018-0088](#)

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$2,305.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 4 [2018-0093](#)

BID #18-16 ART THURESON, LLC:

A RESOLUTION TO AWARD BID #18-16 AND AUTHORIZE THE PURCHASE OF TWO TWELVE-FOOT WIDE PREFABRICATED BRIDGES FROM ART THURESON, INC. OF WATERFORD, MICHIGAN IN THE TOTAL AMOUNT OF \$79,000.00 PLUS APPLICABLE TAXES TO REPLACE TWO EXISTING FIVE-FOOT WIDE BRIDGES IN GULLEY PARK

Attachments: [BID 18-16 ART THURESON, LLC](#)

A. 5 [2018-0094](#)

SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:

A RESOLUTION TO APPROVE AN AGREEMENT WITH SOUTHWESTERN ELECTRIC POWER COMPANY TO PARTICIPATE IN AN ENERGY EFFICIENCY REBATE PROGRAM AND ACCEPT AN INCENTIVE REBATE IN THE AMOUNT OF \$14,664.60, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:](#)
 [BA_SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:](#)

A. 6 [2018-0103](#)

WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6:

A RESOLUTION TO APPROVE TASK ORDER NO. 6 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF \$25,140.00 FOR THE REPAIR OF FLOOD DAMAGE TO THE STREAM RESTORATION PROJECT AT SWEETBRIAR PARK

Attachments: [WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6](#)

A. 7 [2018-0104](#)

LAKE FAYETTEVILLE IMPROVEMENTS PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$18,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST QUADRANT TO BE USED TO UPGRADE THE WATER LINE AND PLUMBING AT THE VETERANS PARK RESTROOM FACILITY

Attachments: [LAKE FAYETTEVILLE IMPROVEMENTS PROJECT](#)
[BA_LAKE FAYETTEVILLE IMPROVEMENTS PROJECT](#)

A. 8 [2018-0071](#)

UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH THE UNIVERSITY OF ARKANSAS TO PROVIDE HALF OF THE FUNDING FOR A BICYCLE AND PEDESTRIAN COORDINATOR POSITION WITH THE TOTAL AMOUNT PAID BY THE CITY NOT TO EXCEED \$30,000.00

Attachments: [UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:](#)

A. 9 [2018-0089](#)

OURPHARMA, LLC TAX BACK PROGRAM:

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF OURPHARMA, LLC IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO OURPHARMA, LLC FOR QUALIFIED PURCHASES

Attachments: [OURPHARMA, LLC TAX BACK PROGRAM](#)

A. 10 [2018-0101](#)

STREET NAME CHANGE:

A RESOLUTION TO CHANGE THE NAME OF WEST MACLURE WAY TO WEST MACLURA WAY, AND TO CHANGE THE NAME OF WEST ZANDER DRIVE TO WEST ANTHEM DRIVE

Attachments: [STREET NAME CHANGE](#)

B. Unfinished Business:**B. 1** [2018-0053](#)

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

Attachments: [RZN 17-6034 \(2468 N. CROSSOVER RD./JONES\)](#)

This ordinance was left on the first reading at the February 6, 2018 City Council meeting.

C. New Business:**C. 1** [2018-0105](#)

CENTENNIAL OPEN SPACE ACQUISITION:

A RESOLUTION TO APPROVE THE ATTACHED REAL ESTATE CONTRACT IN WHICH CENTENNIAL BANK AGREES TO SELL AND CONVEY TO THE CITY OF FAYETTEVILLE APPROXIMATELY 228 ACRES PURSUANT TO A SPECIAL WARRANTY DEED FOR \$3,302,250.00, TO AUTHORIZE MAYOR JORDAN TO APPLY FOR AND ACCEPT A GENEROUS 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION FOR THIS ACQUISITION, TO AUTHORIZE MAYOR JORDAN TO ENTER INTO A NO INTEREST FIVE YEAR LOAN FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,651,125.00 AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

Attachments: [CENTENNIAL OPEN SPACE ACQUISITION](#)
 [BA CENTENNIAL OPEN SPACE ACQUISITION](#)

C. 2 [2018-0095](#)

RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 18-6076 FOR APPROXIMATELY 0.47 ACRES LOCATED AT 203, 205 & 207 SOUTH WEST AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: [RZN 18-6076 \(203, 205 & 207 S. WEST AVE./ROUSE\)](#)

C. 3 [2018-0096](#)

APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6046 FOR APPROXIMATELY 29 ACRES LOCATED EAST OF GREENS CHAPEL ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Attachments: [APPEAL RZN 17-6046 \(EAST OF GREENS CHAPEL RD./WALKER\)](#)

C. 4 [2018-0090](#)

RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC):

AN ORDINANCE TO APPROVE THE CITY OF FARMINGTON'S REZONING OF THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 2018-0090 FOR APPROXIMATELY 126.03 ACRES LOCATED AT DOUBLE SPRINGS ROAD FROM A-1, AGRICULTURE DISTRICT TO R-1, SINGLE FAMILY RESIDENTIAL

Attachments: [RZN 2018-0090 \(CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC\)](#)

C. 5 [2018-0100](#)

AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE:

AN ORDINANCE TO AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE TO ADD CONSIDERATION OF CLIMATE MITIGATION AND ADAPTATION STRATEGIES AND POLICY RECOMMENDATIONS REGARDING ENERGY EFFICIENCY AND CLEAN ENERGY TO THE PURPOSE OF THE COMMITTEE

Attachments: [AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE](#)

D. City Council Agenda Session Presentations:**D. 1** [2017-0745](#)

AGENDA SESSION PRESENTATION - RESIDENTIAL ENERGY CODE POLICY ANALYSIS

E. City Council Tour:**F. Announcements:****G. Adjournment**



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0012

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE FEBRUARY 6, 2018 CITY COUNCIL MEETING MINUTES



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0082

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

MISSY GIPSON SHORT-TERM LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$400.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a short-term lease agreement, a copy of which is attached to this Resolution and made a part hereof, with Missy Gipson for the Drake Field Terminal Building banquet space from February 21, 2018, to March 31, 2018, for rent in the amount of \$400.00.

City of Fayetteville Staff Review Form

2018-0082

Legistar File ID

2/20/2018

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

Summer Fallen

1/22/2018

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement with Missy Gipson for terminal space to conduct rehearsal for a community play.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Summer Fallen, Airport Services Manager

DATE: January 22, 2018

SUBJECT: Missy Gipson Lease Agreement

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Missy Gipson.

DISCUSSION:

Missy Gipson will be conducting rehearsals in the airport terminal space for a community play.

BUDGET/STAFF IMPACT:

This lease will provide \$400 in revenue to the airport.

ATTACHMENTS:

SRF
SRM
Lease Agreement

Lease Agreement
between The City of Fayetteville, Arkansas
And
Missy Gipson

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas ("City") **Missy Gipson** for the use of space available in the City's Drake Field terminal building to conduct rehearsal for the Pilot Arts' play rehearsal.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by **MISSY GIPSON** as obligations to the City, the City lets, leases and demises unto **MISSY GIPSON**, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas: Drake Field Terminal Building banquet area.

2. **Term.** This term shall commence on February 21, 2018, and shall end on March 31st, 2018. The term of this lease may be terminated early by the City without cause only upon thirty days prior written notice. The term of this lease may be extended only upon the mutual agreement of **MISSY GIPSON** and the City.

3. **Rent.** **MISSY GIPSON** agrees to pay to City of Fayetteville as rental for the term of this lease the sum of \$400 it uses the Leased Premises. The Airport Administration Office will prepare an invoice following the end of each calendar month based on the number of days the Leased Premises are used by **MISSY GIPSON**. Each monthly payment is due on or before the last day of the month in which the invoice is received. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** **MISSY GIPSON** agrees to use the lease premises for rehearsals during regular operating hours of the Airport Terminal, which are 6:00 a.m – 10:00 p.m. Monday through Friday and 8:00 a.m – 8:00 p.m Saturday through Sunday. **MISSY GIPSON** shall coordinate with the Airport Administration Office if the Leased Premises are required after 4:00 p.m Monday through Thursday or at any time Friday through Sunday. Classes and events shall be scheduled through the Airport Administration Office at least two weeks in advance. **MISSY GIPSON** will notify the Airport Administration Office of any cancelled classes as soon as possible. An **MISSY GIPSON** staff member or representative will be present at the beginning of a day's classes to set up needed items and at the end of the day to clean up. **MISSY GIPSON** is not required to dismantle or move its tables and chairs at the end of the day unless notified by the Airport Administration Office.

5. **Preemptive Use or Access by the City.** **MISSY GIPSON** acknowledges that the Transportation Security Administration may require use of the Leased Premises for certain chartered flights that may interfere with **MISSY GIPSON**'s use. In the event of such preemption, the Airport Administration Office will make every effort to locate an alternative site at no additional cost to **MISSY GIPSON** but makes no guarantees. **MISSY GIPSON** shall not be

responsible for the payment of rent for any days the Leased Premises are unavailable for a previously scheduled class or event, nor shall the City be liable to **MISSY GIPSON** for any costs or expenses involved in rescheduling or relocating a class when the Leased Premises are required for use by the Transportation Security Administration or for maintenance issues.

6. **Access to Airport Terminal Amenities.** **MISSY GIPSON** staff shall have access to the attached unused kitchen area to store tables and chairs for its classes and events and **MISSY GIPSON** further agrees that its tables and chairs may be used by the City or other organizations utilizing the Leased Premises at times not scheduled for **MISSY GIPSON**'s use. **MISSY GIPSON** understands that this area is not secured at times when the Terminal Building is open to the public. The City also agrees to allow storage of media and other electronic equipment in the secured closet area in the Airport Terminal storage room as space allows. **MISSY GIPSON** agrees that the City shall not be responsible for theft or damage of any **MISSY GIPSON** property that is stored at the Airport Terminal.

The restrooms near the post office are available for **MISSY GIPSON** use. **MISSY GIPSON** agrees to provide toilet paper, paper towels and other supplies as needed for the restrooms to cover faculty, staff, student and guest use.

7. **Restricted Areas.** Access by **MISSY GIPSON** and guests to the Airport Flight Line (including but not limited to the apron, runway, hangars) is strictly prohibited.

MISSY GIPSON and guests shall not enter any offices, rooms or areas not specifically designated for their use in paragraphs 4 and 6 above. This includes, but is not limited to, the flight planning area, pilot lounge areas, TV lounge and beverage station.

MISSY GIPSON and guests will not gather or loiter in the Airport Terminal lobby area and shall enter into the Leased Premises as expeditiously as possible.

8. **Cleaning and Maintenance.** The City shall provide regular janitorial and maintenance services for the Leased Premises.

9. **Assignment.** **MISSY GIPSON** shall not assign this lease or sublet the Leased Premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3 above. Any such assignment or subletting shall in no way relieve **MISSY GIPSON** from liability for the obligations imposed by this lease. **MISSY GIPSON** may only be released from liability by a specific written release executed by the City.

10. **Holdover.** **MISSY GIPSON** hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its property from the Airport Terminal immediately.

11. **Termination.** The City hereby reserves the right to terminate this lease at any time during the term of this lease if payment of rent in accordance with Paragraph 3 above is not received within five (5) business days from the due date. If the lease is terminated, **MISSY GIPSON** will remove its property from the Airport Terminal immediately.

12. **Non-Waiver.** It is agreed that the failure of City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by **MISSY GIPSON** under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

13. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

14. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

15. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

16. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF FAYETTEVILLE:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Missy Gipson

By: Missy Gipson

Printed Name: Missy Gipson

Title: Director, Pilot Arts



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0088

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$2,305.00 AND INCREASING THE RELATED EXPENSE BUDGET

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, recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$2,305.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2018-0088

Legistar File ID

2/20/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

1/24/2018

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$2,305 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 12,000.00

Funds Obligated \$ -

Current Balance \$ 12,000.00

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 2,305.00

Remaining Budget \$ 14,305.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: January 24, 2018

SUBJECT: Approval of a budget adjustment in the amount of \$2,305 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$2,305 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$2,305 of Hazmat Services Revenue from Washington County. The Fire Department will utilize the revenue to recover personnel and material costs for the hazmat incident. It will also be utilized to cover expenses for training and related expenses. These purchases are vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Budget Year	Division	Adjustment Number
2018	FIRE (300)	
	/Org2	
	Requestor: David Dayringer	

Approval of a budget adjustment in the amount of \$2,305 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

	COUNCIL DATE:	2/20/2018
	LEGISTAR FILE ID#:	2018-0088
	Liz Hutchens	
	1/24/2018 4:42 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0093

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID #18-16 ART THURESON, LLC:

A RESOLUTION TO AWARD BID #18-16 AND AUTHORIZE THE PURCHASE OF TWO TWELVE-FOOT WIDE PREFABRICATED BRIDGES FROM ART THURESON, INC. OF WATERFORD, MICHIGAN IN THE TOTAL AMOUNT OF \$79,000.00 PLUS APPLICABLE TAXES TO REPLACE TWO EXISTING FIVE-FOOT WIDE BRIDGES IN GULLEY PARK

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #18-16 and authorizes the purchase of two twelve-foot wide prefabricated bridges from Art Thureson, Inc. of Waterford, Michigan in the total amount of \$79,000.00 plus applicable taxes to replace two five-foot wide bridges in Gulley Park.

City of Fayetteville Staff Review Form

2018-0093

Legistar File ID

2/20/2018

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

Matt Mihalevich

2/2/2018

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of award of Bid 18-16 and authorization of a contract with Art Thureson, LLC in the amount of \$79,000.00 plus all applicable sales taxes for purchase of two prefabricated bridges to replace the two existing bridges in Gulley Park and accommodate wider trails within the park and the Niokaska Creek Trail.

Budget Impact:

4470.800.8830-5814.05

2250.520.9255-5806.00

Account Number

02016.1601

13001.1

Project Number

Sales Tax Cap Imp &

Park Development

Fund

Niokaska Creek Trail &

Gulley Trail Improvments

Project Title

Budgeted Item? Yes

Current Budget \$ 550,000.00

Funds Obligated \$ 535.00

Current Balance \$ 549,465.00

Does item have a cost? Yes

Item Cost \$ 86,702.50

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 462,762.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20TH, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: February 1st, 2018

SUBJECT: 2018-0093 Gulley Park Trail Bridges

RECOMMENDATION:

Staff recommends approval of award of Bid 18-16 and authorization of a contract with Art Thureson, LLC in the amount of \$79,000.00 plus all applicable sales taxes for purchase of two prefabricated bridges to replace the two existing bridges in Gulley Park and accommodate wider trails within the park and the Niokaska Creek Trail.

BACKGROUND:

In the spring of 2018, The City trail construction crew will begin work on the 2-mile long Niokaska Creek Trail connecting Gulley Park to Mud Creek Trail at Old Missouri Road. This new shared use paved trail will provide trail access for over 4,000 residents in the area. In addition, the crew will be replacing approximately 1 mile of the dilapidated asphalt exiting loop trail in Gulley Park.

DISCUSSION:

The two existing bridges in Gulley Park were installed in 1990 and are only 5 feet in width. The proposed Niokaska Creek Trail will be 12 feet in width and the loop trail within Gulley Park will be 8 feet in width. The proposed trail bridges will be 12 feet in width to safely accommodate the new wider trails and projected increase number of bicycles and pedestrians crossing at these locations.

BUDGET/STAFF IMPACT:

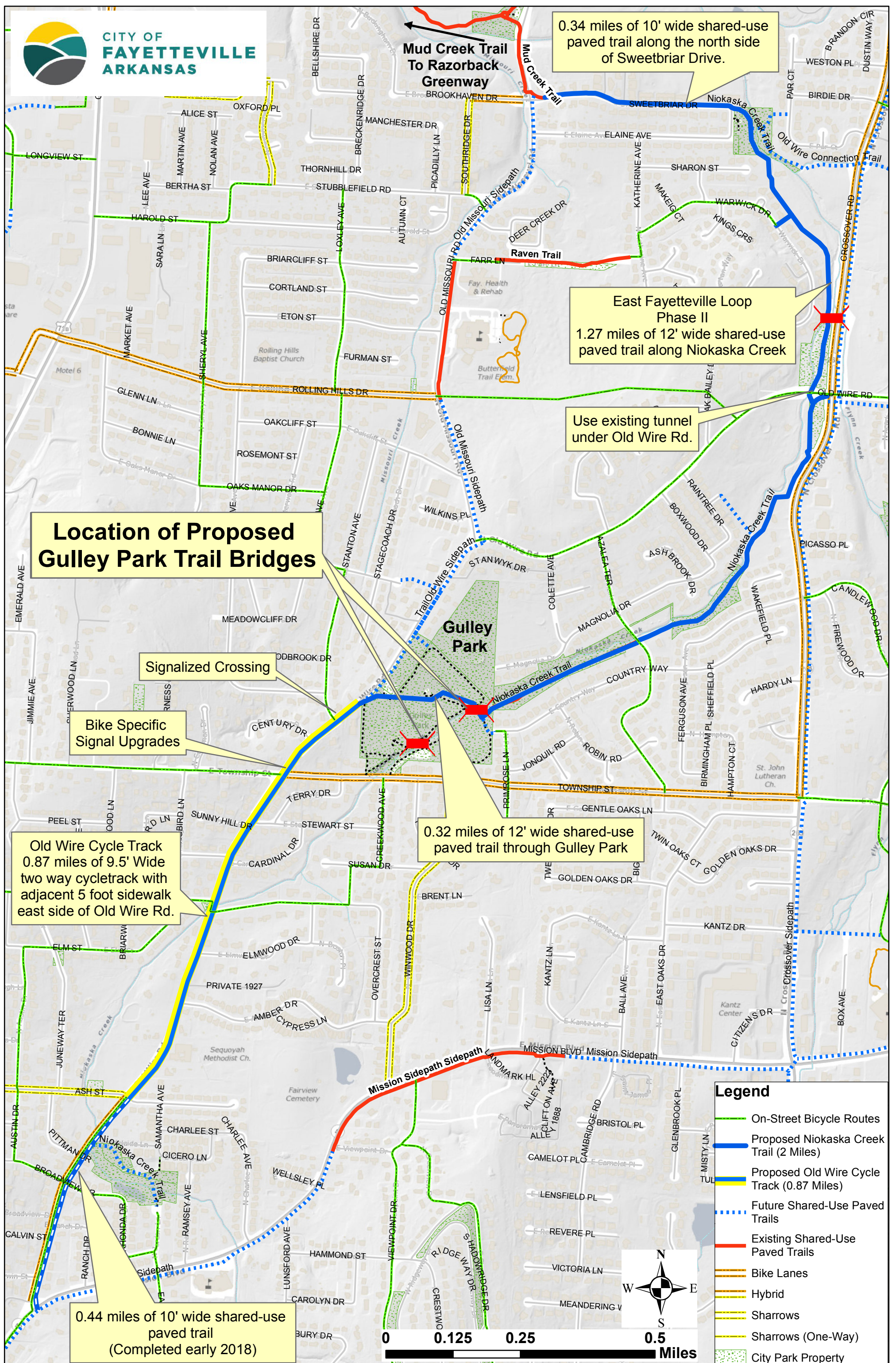
Five bidders responded to the request for formal bids on January 11th, 2018 and Art Thureson Inc. was the lowest responsive bidder at \$39,500 for each bridge. Sufficient funds are available for the purchase of the bridges. The eastern bridge will be purchased using funds from the trail development program because it is part of the transportation network of the Niokaska Creek Trail. The western bridge will be purchased using funds from the parks development program because it is part of the recreational loop trails within Gulley Park.

Attachments:

Gulley Park Trail Map, Bid 18-16 Bid Tabulation, Bid 18-60 Submittal – Art Thureson Inc.



CITY OF
FAYETTEVILLE
ARKANSAS



East Fayetteville Loop - Mission to Mud Creek Trail - 3.31 Miles

January 2018



CITY OF
FAYETTEVILLE
ARKANSAS

Prefabricated Pedestrian Bridges

Bid No. 18-16

Official Bid Tabulation

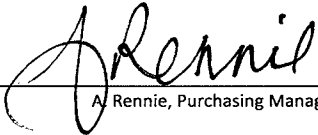
Bid No. 18-16
Date: 01.11.2018
Time: 2:00 PM

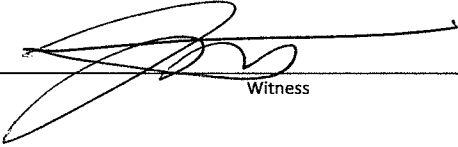
Lioneld Jordan, Mayor

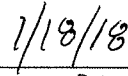
Number of Addendums: 0

			Art Thureson, Inc.	Big R Manufacturing	Bridge Brothers	Contech Engineering	Wheeler Lumber
Item	Description	Each	Price Per Unit	Price Per Unit	Price Per Unit	Price Per Unit	Price Per Unit
1	60-foot simple span bowstring arch truss bridge with underhung floor beam design	2	\$39,500.00	\$53,236.00	\$59,309.00	\$53,930.00	\$48,000.00
Total Base Bid			\$79,000.00	\$106,472.00	\$118,618.00	\$107,860.00	\$96,000.00

CERTIFIED:


A. Rennie, Purchasing Manager


Witness


Date

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



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO

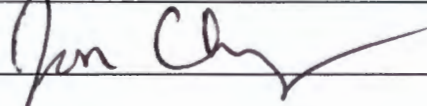
INVITATION TO BID: Bid 18-16, Prefabricated Pedestrian Bridges
DEADLINE: Thursday January 11, 2018 before 2:00:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Friday December 15, 2017

INVITATION TO BID Bid 18-16, Prefabricated Pedestrian Bridges

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Art Thureson Inc
Contact Person: Jon Cheney Title: Sales
E-Mail: Jon@artthuresoninc.com Phone: 248-623-8599
Business Address: 4000 West Walton Blvd
City: Waterford State: MI Zip: 48329
Signature:  Date: 1-9-18

City of Fayetteville
Bid 18-16, Prefabricated Pedestrian Bridges
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 18-16, Prefabricated Pedestrian Bridges

The City is seeking bids from qualified vendors for the purchase and delivery of two (2) Sixty (60) foot x twelve (12) feet prefabricated modified bowstring truss style steel bridges.

All sealed bids are due by **Thursday January 11, 2018 before 2:00:00 PM** All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, lmcgaugh@fayetteville-ar.gov.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 12/15/2017

City of Fayetteville
 Bid 18-16, Prefabricated Pedestrian Bridge
 Bid Form

Item #	DESCRIPTION	Estimated Quantity		PRICE PER UNIT		TOTAL
1	60-foot simple span bowstring arch truss bridge with underhung floor beam design	2	x	\$39,500	=	\$79,000

Per/See attached Quote# 3721

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall 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 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.

X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

- a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- b. Your signature below 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.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: JC Art Thureson Inc

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Art Thureson Inc

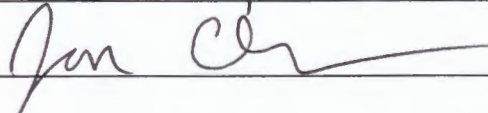
*BUSINESS ADDRESS: 4000 West Walton Blvd

*CITY: Waterford *STATE: MI *ZIP: 48329

*PHONE: 248-623-8599 FAX: _____

*E-MAIL: Jon@artthuresoninc.com

*BY: (PRINTED NAME) Jon Cheney

*AUTHORIZED SIGNATURE: 

*TITLE: Sales

*DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 47-0962457

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

ART THURESON, INC

4000 West Walton Waterford, MI 48329

Phone: 248-623-8599 Fax: 248-623-8766

Les McGaugh
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
479-575-8220
lmcgaugh@fayetteville-ar.gov

Quote #3721
January 9, 2018

RE: Bid 18-16, Prefabricated Pedestrian Bridge

We can provide the following Fob Fayetteville, AR on truck for customer unloading:

60' x 12' (Clear width)	Steel Bow-Truss Bridge	@ \$39,500
60' x 12' (Clear width)	Steel Bow-Truss Bridge	@ \$39,500
		TOTAL \$79,000

BRIDGE SPECIFICATIONS

- Design Standards: **AASHTO**
- Diagonals per Panel: **1**
- Clear width: **Inside face railings**
- End Vertical: **Square**
- Steel Grade: **A588**
- Deck: **Galvanized steel form deck (concrete & rebar by others)**
- Safety Rails: **Vertical (4" opening)**
- Rub Rail: **None**
- Cover plate/Expansion joint: **BY OTHERS**
- Anchor Rods: **Included (Ships with bridge-Adhesive by others)**
- Finish: **None (self-weathering)**
- Loads: **90 psf live load-35 psf wind load-20,000 lbs vehicle load**
- Number of Sections per bridge: **1**
- Fob: **Fayetteville, AR (Bridge delivered to nearest good-haul road-allow 2 hours for unloading)**
- Estimated Lifting Weight per bridge: **20,000 lbs.**
- Engineered Drawings State Seal: **AR**
- AISC Certified Bridge Manufacturer -**Anderson Bridges**
- Storage fees: **Not included and will be extra.**
- Availability: **Determined at time of order.**

Terms: Net 30 ADI, subject to credit approval. No retainage.

30% progress payment due after approval of drawings.

Bridge superstructures delivered to one location accessible by truck. Unloading by others.

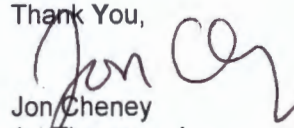
Any change in tally, delivery location, or specifications will affect price.

Abutment design-not offered.

Any local or state taxes not included.

Contractor is responsible for final tally.

Thank You,


Jon Cheney
Art Thureson, Inc
jon@artthuresoninc.com

Accepted By: _____ Date: ____/____/____

PO# _____

Contact Name: _____ Cell: _____

Please return to process order.



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0094

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:

A RESOLUTION TO APPROVE AN AGREEMENT WITH SOUTHWESTERN ELECTRIC POWER COMPANY TO PARTICIPATE IN AN ENERGY EFFICIENCY REBATE PROGRAM AND ACCEPT AN INCENTIVE REBATE IN THE AMOUNT OF \$14,664.60, 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 an agreement with Southwestern Electric Power Company to participate in an energy efficiency rebate program and accept an incentive rebate in the amount of \$14,664.60.

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 and made a part hereof.

City of Fayetteville Staff Review Form

2018-0094

Legistar File ID

2/20/2018

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

Matt Mihalevich

2/2/2018

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with the Southwestern Electric Power Company to accept an incentive rebate in the amount of \$14,664.60 for energy savings generated from the use of LED lighting on the Mud Creek Trail Lighting project and a budget adjustment recognizing the revenue.

Budget Impact:

4470.800.8830-5814.05

Sales Tax Cap Imp

Account Number

Fund

15017

Mud Creek Trail Lighting

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 857,020.00

Funds Obligated \$ 852,533.00

Current Balance \$ 4,487.00

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 14,665.00

Remaining Budget \$ 19,152.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20TH, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: February 1st, 2018

SUBJECT: 2018-0094 Mud Creek Trail Lighting Rebate

RECOMMENDATION:

Staff recommends approval of a contract with the Southwestern Electric Power Company to accept an incentive rebate in the amount of \$14,664.60 for energy savings generated from the use of LED lighting on the Mud Creek Trail Lighting project and a budget adjustment recognizing the revenue.

BACKGROUND:

Based on strong citizen support for lighting of the Mud Creek Trail, a capital improvement project was established in the 2015 with a budget of \$250,000 allocated. In 2016, the City was awarded an 80/20 Transportation Alternatives Grant in the amount of \$500,000. The grant funding has allowed the scope of the lighting project to include all of Mud Creek Trail as well as the northern portion of the Razorback Greenway for 3.4 miles of new trail lighting. The installation of the new trail lighting along the Mud Creek Trail and Razorback Greenway is well under way with estimated completion in the Spring of 2018.

DISCUSSION:

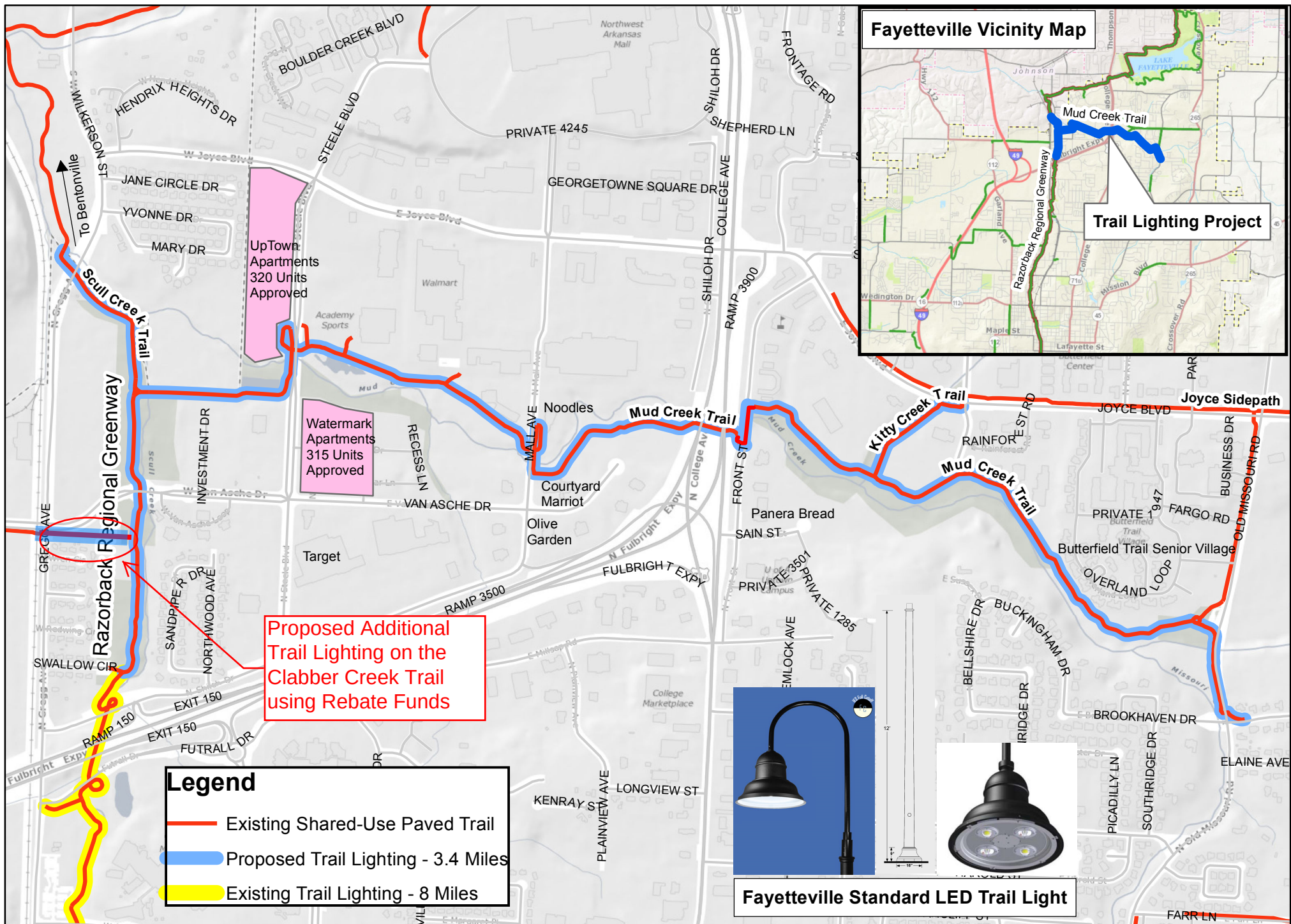
The lighting project includes 178 LED trail lights that due to their efficiency are eligible for this rebate through the Southwestern Electric Power Company (SWEPCO) through their Commercial & Industrial Energy Efficiency Program (CIEEP). The Sustainability & Resilience Department was familiar with the rebate program and completed the successful application for the funding.

BUDGET/STAFF IMPACT:

The rebate funding in the amount of \$14,664.60 is planned to be used to include approximately 6 additional lights along the Clabber Creek Trail extension from the Razorback Greenway to Gregg Ave.

Attachments:

Mud Creek Trail Lighting Map
Southwest Electric Power Company - (CIEEP) Contract



Section 1: General Information

Customer Information					
Application Date:	01/19/2017	SWEPCO Acct. No.:	Multiple Accounts		
Company/Customer Name:	City of Fayetteville				
Mailing Address:	113 W. Mountain St.				
City:	Fayetteville	State:	AR	Zip:	72701
Customer Tax ID No.	71-6018462	Tax Exempt? (Y/N)	N		
Contact First Name:	Lioneld	Last Name:	Jordan		
Primary Phone:	(479) 575-8330	Secondary Phone:			
E-mail Address:	mayor@fayetteville-ar.gov				
Project Site Address:	Mud Creek Trail (Gregg Ave. to Old Missouri Rd.)				
City:	Fayetteville	State:	AR	Zip:	
Project Information - For Official Use					
Project Name:	Mud Creek Trail Lighting				
Project Type:	☒ New Construction ☐ Retrofit				
Has project changed from the initial application?	☐ Yes ☒ No If yes, provide details of change:				
What are the estimated installation start and completion dates:					
Start Date:	01/01/2018	Completion Date:	05/01/2018		
Project Sponsor		☐ Check if information is the same as Customer Information above			
Project Sponsor Name:	City of Fayetteville				
Mailing Address:	113 W. Mountain St.				
City:	Fayetteville	State:	AR	Zip:	72701
Project Sponsor Tax ID No.*		Tax Exempt? (Y/N)	N		

*Required only if Customer assigns incentive payment to Project Sponsor using Customer Acknowledgment Form.



Is the installation being conducted by in-house staff or by a Contractor?

☐ In-House Staff ☒ Contractor

Company Name:	A&A Service Electric, Inc					
Contact First Name:	Alex	Last Name:		Guajardo		
Mailing Address:	11420 Jack Duncan Rd.					
City:	Cabot	State:	AR	Zip:	72023	
Primary Phone:	501-529-1089	Secondary Phone:				
E-mail Address:	alexguaj@aol.com					

Customer Name:	City of Fayetteville		Energy Advisor:	Max Light	
Project Name:	Mud Creek Trail Lighting		Project ID:	CIEEP-34789a	
Measure Description		Estimated Savings		Incentive Rate	Estimated Incentive
		kW	kWh	\$/kW	\$/kWh
NC Lighting (LED) - Estimated		0	104,747	-	0.14
Total Incentive Reserved*					\$14,664.60

The amount listed as the Total Incentives Reserved is based on estimated savings. The actual incentive amount will be based on verified savings. **The total incentives paid cannot exceed the amount noted in this section. The Arkansas Technical Reference Manual establishes the kWh savings that utilities may attribute to energy efficiency measures. Adjustments to this Manual may cause a change in the estimated incentive amounts. SWEPCO will make the final determination of the energy savings and thus the actual incentive amount to be paid.*

Section 2: Program Agreement

This Commercial and Industrial Energy Efficiency Program Agreement (the "Agreement") is made and entered into by and between **SOUTHWESTERN ELECTRIC POWER COMPANY**, a Delaware corporation (hereinafter "SWEPCO"), and _____ City of Fayetteville _____ (hereinafter "Project Sponsor"), (SWEPCO and Project Sponsor each hereinafter referred to as a "Party" and together as the "Parties").

ARTICLE I – TERM AND TERMINATION

The term of this Agreement shall commence on the date of execution by SWEPCO (the "Effective Date") and, unless otherwise terminated as set forth herein, shall continue in force and effect until payment by SWEPCO of the Performance Payment due pursuant to the CIEEP Program Manual, or until eighteen (18) months following the Effective Date, whichever occurs first.

ARTICLE II – COMPLIANCE WITH CIEEP PROGRAM MANUAL

- 2.1 By executing this Agreement, Project Sponsor acknowledges that it received a copy of the CIEEP Program Manual prior to submission of its Project Application. The latest revision of the CIEEP Program Manual is available for download at: <http://www.swepcogridsmart.com/arkansas/commercial-industrial-overview.php>. Project Sponsor represents and affirms that its participation in the CIEEP has at all times been in compliance with the procedures and conditions set forth in the CIEEP Program Manual and that any failure to comply therewith may be treated as a breach of this Agreement notwithstanding the fact that such failure occurred prior to the execution of this Agreement. Project Sponsor also acknowledges that it meets or exceeds all of the qualifications required to participate in the CIEEP as described in the CIEEP Program Manual and that failure to meet the qualifications therein may be treated as a breach of this Agreement.
- 2.2 Procedures or conditions set forth in the CIEEP Program Manual may only be waived or modified by written agreement of both Parties. Any such agreement shall be attached hereto and incorporated herein for all purposes.

ARTICLE III – PROJECT IMPLEMENTATION

- 3.1 Measures shall be designed, constructed and installed in a good and workmanlike manner only with materials and equipment of appropriate quality, and, in any event, in accordance with Prudent Electrical Practices.
- 3.2 Within fifteen (15) business days of completing installation of Measures at a Project Site, Project Sponsor shall so notify SWEPCO. Within thirty (30) business days of receipt of the notification, SWEPCO may complete an inspection of all or some of the Measure installations at the Project Site. This inspection shall be used to determine whether the Measures were installed and are capable of performing their intended function of producing Energy Savings. ***This inspection shall not include evaluations of workplace safety or compliance with codes or laws.*** Approval shall be granted if SWEPCO reasonably determines that the Measures at the Project Site have been installed, tested and inspected to the extent required by SWEPCO and found to be capable of providing Energy Savings in material compliance with the submitted project documents. If Measures are rejected,

SWEPCO will set forth the written reasons for such rejection and Project Sponsor may attempt to remedy the deficiencies. If any Measure is rejected a second time, SWEPCO will consider it a material breach of this Agreement and will not pay any incentive for such Measure. The Estimated Savings attributable to the Measures documented in the final inspection will be used for purposes of calculating the Installation Payment.

- 3.3 Project Sponsor acknowledges that any review, inspection, or acceptance by SWEPCO of any Project Site or of the design, construction, installation, operation and maintenance of the Measures is solely for the information of SWEPCO. In performing any such inspection or review or in accepting the Measures, SWEPCO makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the Measures, their installation by Project Sponsor or their compatibility with the Customer's facilities.
- 3.4 The execution of this Agreement reserves incentive funds for the Project detailed herein for ninety (90) days. After 90 days, the funds reserved for this Project may be released. A request to waive the 90 day requirement must be submitted in writing. SWEPCO will review said requests and may grant a reprieve for extenuating circumstances.

ARTICLE IV – AUDIT AND RECORDS

- 4.1 Project Sponsor or its assignee shall keep and maintain accurate and detailed records and documentation relating to the Project and its associated Energy Savings under this Agreement for a period of not less than three (3) years beyond the termination of this Agreement. During the retention period, such records shall be made available, upon reasonable notice, for inspection during normal business hours by SWEPCO or any governmental agency having jurisdiction over the CIEEP or any portion of the Project.
- 4.2 Project Sponsor understands that the Arkansas Public Service Commission ("APSC") may request or require an audit of the matters addressed in this Agreement or commence an investigation or other regulatory proceeding. Project Sponsor agrees to cooperate with any such process and make available detailed records and documentation relating to the Project, upon reasonable notice by SWEPCO or any governmental agency having jurisdiction over the CIEEP.

ARTICLE V – INSURANCE

Project Sponsor represents and agrees that it and its subcontractors will carry all statutorily required insurance for the protection of its employees and that each of its subcontractors will carry such insurance for the protection of their respective employees.

ARTICLE VI – INDEMNITY *gm*

- 6.1 ~~PROJECT SPONSOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, SWEPCO AND ITS AFFILIATES, AS WELL AS ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF ANY THIRD PARTY CLAIMS CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION OF PROJECT SPONSOR OR OF ANY OFFICER, AGENT, OR EMPLOYEE OF PROJECT SPONSOR IN THE PERFORMANCE OF ITS~~

~~OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT THAT PROJECT SPONSOR'S OBLIGATION TO INDEMNIFY SWEPCO SHALL NOT APPLY TO THE EXTENT ANY LIABILITIES ARISE FROM SWEPCO'S NEGLIGENCE.~~

6.2 SM

~~CUSTOMER AGREES TO RELEASE SWEPCO AND ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH SWEPCO AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATIONS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND LEGAL LIABILITY INCLUDING, BUT NOT LIMITED TO 1) INJURY, DEATH OF PERSONS, OR DAMAGE TO PROPERTY 2) DAMAGE TO NATURAL RESOURCES, 3) VIOLATION OF ANY LOCAL, STATE, OR FEDERAL LAW OR REGULATION INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL AND HEALTH AND SAFETY LAWS OR REGULATIONS, 4) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION, 5) EQUIPMENT MALFUNCTIONS, 6) SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT OR 7) ENERGY SAVINGS SHORTFALLS ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PROJECT. THIS PROVISION SHALL NOT APPLY TO CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND LEGAL LIABILITY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF SWEPCO IN THE CONDUCT OF SWEPCO'S ON SITE INSPECTION OF THE PROJECT SITE.~~

- 6.3 The representations, warranties, covenants, indemnities, and other obligations or protections provided by Project Sponsor pursuant to this Article VI shall not be limited by time and shall survive the completion of the Project or any other completion, expiration or termination of this Agreement.

ARTICLE VII – PERMITS, LICENSES AND COMPLIANCE WITH LAWS

- 7.1 Project Sponsor shall be responsible for all royalties, fees, or claims for any licensed, copyrighted or similarly protected intellectual property, device, process or procedure used installed, or provided by it. Project Sponsor shall defend any suit that may be brought against SWEPCO and shall hold SWEPCO and any individual, corporation, partnership, limited liability company, association, trust, or other business organization of any kind directly or indirectly controlling, controlled by, or under common control with SWEPCO and its and their respective shareholders, members, partners, officers, directors, managers, trustees, incorporators, agents, attorneys, consultants, servants, representatives, and employees harmless from any liability or infringement of any such intellectual property used by Project Sponsor in the implementation of the Project.
- 7.2 All work performed by Project Sponsor in connection with the implementation of the Project and all Measures installed or maintained by Project Sponsor shall conform to all applicable laws, statutes, ordinances, rules, regulations, and decrees of any governmental or administrative body having jurisdiction over the CIEP or any portion of the Project, including without limitation, the Occupational Safety and Health Administration ("OSHA") regulations, the National Electric Safety Code ("NESC"), the National Electric Code ("NEC") and Sections 11-5-301 through 11-5-309 of the Arkansas Code Annotated. Handling of hazardous waste must be in compliance with all applicable federal, state and local laws, rules and regulations.

ARTICLE VIII – LIMITATION OF LIABILITY

8.1 ~~SWEPCO AND ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH SWEPCO AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE LIABLE TO PROJECT SPONSOR OR ANY CUSTOMER FOR ANY LOSSES, COSTS, INJURIES, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES), OR CLAIMS FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE CONNECTED WITH OR RESULTING FROM~~

- ~~(i) NEGOTIATION, EXECUTION, OPERATION, OR TERMINATION OF THIS AGREEMENT;~~
- ~~(ii) PERFORMANCE OR NON-PERFORMANCE OF ANY COMMITMENT TO A CUSTOMER; OR~~
- ~~(iii) ANY ACTS, OMISSIONS, OR REPRESENTATIONS MADE BY PROJECT SPONSOR IN CONNECTION WITH SOLICITING CUSTOMERS OR PERFORMING ANY OTHER FUNCTIONS,~~

~~INCLUDING WITHOUT LIMITATION, CLAIMS IN THE NATURE OF LOST REVENUES, INCOME OR PROFITS, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE AND PROJECT SPONSOR SHALL PROTECT, INDEMNIFY AND HOLD SWEPCO HARMLESS FROM SAME.~~

ARTICLE IX – INDEPENDENT CONTRACTOR

Project Sponsor will act as and be deemed to be an independent contractor, and nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, principal and agent or joint ventures. Project Sponsor will be solely responsible for and have the sole right to control and directly supervise the method, manner and details of the Project providing it is in accordance with the submitted project documents. SWEPCO shall have no responsibility with respect to withholding, deductions or payment of any federal or state tax on behalf of Project Sponsor or any of Project Sponsor's employees. Project Sponsor agrees to pay and comply with and hold SWEPCO harmless from and against the payment of all contributions, taxes and premiums which may be payable by Project Sponsor under federal, state or local laws arising out of the performance of this Agreement and all other taxes of whatever nature levied or assessed against Project Sponsor arising out of this Agreement, including any interest or penalties, and Project Sponsor hereby waives any and all claims for additional compensation because of any increase in the aforementioned taxes.

ARTICLE X – NOTICES

10.1 All notices from one Party to the other will be deemed to have been delivered if hand delivered or sent by United States mail to the following addresses:

**Southwestern Electric Power Company**

Name: Gregory Perkins
Address: 101 W. Township
Fayetteville, AR
Phone: (479) 973-2435
E-mail: gaperkins@aep.com

Project Sponsor

Name: City of Fayetteville
Address: 113 W. Mountain St.
Fayetteville, AR 72701
Phone: (479) 575-8330
E-mail: mayor@fayetteville-ar.gov

10.2 Either Party may change its address by written notice to the other in accordance with this Article X.

ARTICLE XI – AMENDMENT

No amendment or modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. Amendments to this Agreement will be attached hereto and made a part hereof for all purposes.

ARTICLE XII – NONDISCLOSURE

- 12.1 If either Party hereto provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties. Neither Party shall be required to hold confidential any information which (i) becomes publicly available other than through the recipient; (ii) is required to be disclosed by a governmental or judicial order, rule or regulation; (iii) is independently developed by the receiving Party as evidenced by written records; or (iv) becomes available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement.
- 12.2 Should any person or entity seek to legally compel a receiving Party (by oral questions, interrogations, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise) to disclose any confidential information, the receiving Party will provide the disclosing Party prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy (including participating in any proceeding to which the receiving Party is a party, which receiving Party will use its reasonable business and legal efforts to permit). If, in the absence of a protective order, the receiving Party is, in the opinion of its legal counsel, compelled to disclose the confidential information, the receiving Party may disclose only such of the confidential information to the person or entity compelling disclosure as is required by applicable law, order, regulation or rule.

ARTICLE XIII – MISCELLANEOUS

- 13.1 Project Sponsor will not assign, transfer or otherwise dispose of any of its obligations or duties without the prior written approval of SWEPCO. No assignment of this Agreement shall relieve Project Sponsor of any of its obligations under this Agreement. When duly assigned in accordance with the

foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee. Any assignment or transfer made without the express written approval of SWEPCO will be null and void. No part of the work contemplated under this Agreement may be performed by subcontractors without the prior written approval of SWEPCO.

- 13.2 The submitted project documents constitute the entire Agreement between the Parties with respect to the subject matter hereof and there are no express or implied warranties or representations upon which any party may rely beyond those set forth therein. The execution of this Agreement supersedes all previous agreements, discussions, communications and correspondence with respect to such subject matter.
- 13.3 In the event any provision of this Agreement is held to be void, unlawful, or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- 13.4 This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Arkansas excluding any conflict or choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signature of the Parties hereto are affixed or of the place or places of performance. Except for matters and disputes with respect to which the APSC is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the Parties agree that the proper venue and jurisdiction for any cause of action relating to the Agreement will be in the county of Arkansas where the project was completed and the Parties hereto submit to the exclusive jurisdiction of the federal and state courts located in such county with respect to such matters and disputes.
- 13.5 Project Sponsor shall not use SWEPCO's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without SWEPCO's prior written consent.
- 13.6 ***Project Sponsor acknowledges that incentive funds are available only if one or more of the incentive amounts listed on Page 2 of this Agreement was an influencing factor in the product purchasing decision(s) for this Project.***
- 13.7 ***Project Sponsor acknowledges and will inform Customer that, following project completion, SWEPCO or a third-party program evaluator may request to interview the Customer regarding the Customer's experience with CIEEP, and may request to visit the Project Site, in order to verify the completion of the Project as documented by SWEPCO.***



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Southwestern Electric Power
Company**

Name: Sherrill L McCormack
Signature: Sherrill L McCormack
Title: MANAGER, EE & CP
Date: 1-29-2018

Customer

Name: _____
Signature: _____
Title: _____
Date: _____

Project Sponsor

Name: _____
Signature: _____
Title: _____
Date: _____

Date Incentive Reservation Expires:

(Effective Date Plus 90 Days)

Budget Year	Division	Adjustment Number
2018	TRANSPORTATION SERVICES (410)	
	/Org2	
	Requestor: John Nelson	

This budget adjustment recognizes rebate funds from the Southwestern Electric Power Company Commercial and Industrial Energy Efficiency Program. The rebate is from the Mud Creek Trail Lighting due to the use of energy efficient LED lights on the project.

RESOLUTION/ORDINANCE

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0103

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6:

A RESOLUTION TO APPROVE TASK ORDER NO. 6 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF \$25,140.00 FOR THE REPAIR OF FLOOD DAMAGE TO THE STREAM RESTORATION PROJECT AT SWEETBRIAR PARK

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 Task Order No. 6 with the Watershed Conservation Resource Center in the amount of \$25,140.00 for the repair of flood damage to the stream restoration project at Sweetbriar Park.

City of Fayetteville Staff Review Form

2018-0103

Legistar File ID

2/20/2018

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

Byron Humphry

2/2/2018

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Task Order No. 6 in the amount of \$25,140 with the Watershed Conservation Resource Center to repair flood damage to the stream restoration project at Sweetbriar Park.

Budget Impact:

4270.900.9280.5314.00

4270 - Disaster and Replacement

Account Number

Fund

31702.1

FEMA Flood 2017

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 516,250.00

Funds Obligated \$ -

Current Balance \$ 516,250.00

Does item have a cost? Yes

Item Cost \$ 25,140.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 491,110.00

V20140710

Previous Ordinance or Resolution # 2018-0080

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: February 2, 2018

SUBJECT: **Approval of Task Order No. 6 in the amount of \$25,140 with the Watershed Conservation Resource Center to repair flood damage to the stream bank restoration project at Sweetbriar Park.**

RECOMMENDATION:

Staff recommends approval of Task Order No. 6 in the amount of \$25,140 with the Watershed Conservation Resource Center to repair flood damage to the stream restoration project at Sweetbriar Park.

BACKGROUND:

On January 7, 2014, City Council approved Resolution Number 5645 to waive competitive bidding and enter into a memorandum of understanding (MOU) with the Watershed Conservation Resource Center (WCRC). The resolution expressed the City's desire to work jointly with the WCRC to identify, fund and complete stream restoration projects, work together on nonpoint source (NPS) related issues associated with reducing nutrients, and improving riparian and other natural areas. To that degree, the City and WCRC have completed several restoration projects through this partnership. These projects include, but are not limited to: the White River Riverbank Stabilization Project, Niokaska Creek within Sweetbriar Park, Niokaska Creek within Gulley Park and the West Fork of White River Airport Site.

Since that time, much work has been performed on the completed projects. This includes the continued establishment of high density native vegetation in the riparian area as well as repairs to the existing projects.

In April, 2017, the NW AR region experienced significant flooding that resulted in a declaration of disaster by the Governor that qualified the region for federal funding through FEMA to repair flood damaged infrastructure. The Sweetbriar Stream Restoration project was damaged in the flood. WCRC provided an estimate of repair of the damaged streambank and structures including mitigation efforts to prevent future failure in the amount of \$25,140. Staff met with FEMA officials to discuss the estimate and determine eligibility of the repair. FEMA officials submitted a project worksheet to provide federal assistance in the amount of \$8,084.02.

DISCUSSION:

The MOU (Effective date January 9, 2014) outlines a process by which task orders can be developed for various activities that are in line with the goal of reducing NPS pollution and restoring the City's streams. Task Order No 6 is presented pursuant to the MOU and consists of efforts to make repairs as necessary to the Sweetbriar Stream Restoration Project to ensure the continued success of the restoration project.

The Sweetbriar restoration project repaired and protected an incised and eroded stream bank, stabilizing the bank and preventing erosion and sediment deposition into the stream. The project also protects a 36" water line that runs underneath the creek. Prior to the restoration project, this high-pressure water line was exposed and vulnerable to damage.

A permanent repair of the flood damaged restoration project is essential to protect the integrity of both the shoreline and the 36" waterline.

BUDGET/STAFF IMPACT:

Task Order No 6 to repair the streambank is \$25,140 which will come from the Disaster and Replacement Fund. FEMA approved a project total of \$8,084 for the Sweetbriar restoration repair and will pay 75% of that total, or \$6,063. The net cost of the project repair after FEMA funding is received will be \$19,077.

Attachments:

Task Order No. 6
Ordinance 5645
Memorandum of Understanding

TASK ORDER NO. 6

MITIGATION OF FLOOD DAMAGE TO SWEETBRIAR PARK STREAM RESTORATION PROJECT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5354 executed on January 9, 2014. The referenced MOU pertains to potential stream restoration projects and associated services with the Watershed Conservation Resource Center (WCRC). This Task Order entered into and executed on the date indicated below the signature block by and between the City of Fayetteville and Watershed Conservation Resource Center sets forth the project description, project schedule and associated fees for these services related to maintaining and caring for stream and river restoration projects previously constructed that were funded by the City and grant funds.

Section I - Project Description

The stream restoration project on Niokaska Creek at Sweetbriar Park was implemented in 2011 using EPA 319(h) grant funding administered by Arkansas Natural Resources Commission. Matching funds were provided by the City of Fayetteville. The goals of the project included, protection of civil infrastructure, reduction of streambank erosion, reduction of loss of park lands, mature trees, and playground equipment, improvement of water quality, and development of complimentary aesthetics to the surround park. In order to achieve these objectives, a restoration plan was developed using the Natural Channel Design Approach. The approach allowed the project to meet all of the project goals.

Flooding in April 2017 resulted in damage to portions of the restoration project area. Gage heights from a variety of USGS gage stations within close proximity to the project indicate that the flooding that took place in 2017 resulted in the highest water levels observed since operation of those gage stations began. Damage to the project occurred primarily in the vicinity of the 36" high-pressure water main which crosses the channel of Niokaska Creek.

Temporary repairs have been made to the site, but those efforts are intended to temporarily protect areas of scour until a resilient repair can be made. The Federal Emergency Management Agency (FEMA) has approved a budget to reimburse the city for a portion of the estimated costs to implement the appropriate repair strategy.

A description of the damage to the project and budget justification is presented in Attachment 1.

The WCRC will utilize City disaster funds to restore the damaged portion of the stream that passes through the park to a condition that is more resilient to flood damage.

Section II - Project Timeframe

The project will be conducted from February 21, 2018 to February 28, 2019.

Section III - Scope of Services

The WCRC will develop and implement a repair plan that conforms to the existing features of the restoration site that were unaffected by the 2017 flooding. The repair will utilize the principles of Natural Channel Design as was the basis for the original project. The final product will achieve a more resilient restoration with an aesthetic that compliments the existing project and adjacent parkland.

Project administration includes financial tracking and reporting, procurement of contractors and materials, and coordination among project partners and contractors. All procurement measures must follow procedures approved by the City of Fayetteville. A repair plan including all technical design elements will be developed.

Implementation of streambank restoration repair includes obtaining ADEQ authorization, coordinating construction material deliveries, securing equipment and contractor, overseeing heavy equipment construction, performing minor construction, and re-vegetating the area where repairs are to be made.

Section IV - Fees and Payments

WCRC will perform the above-referenced Scope of Services for a total cost NTE \$25,140. A breakdown of the estimated project expenses is shown in Attachment 1.

Section V - Memorandum of Understanding in Effect

Except as amended specifically herein, the Memorandum of Understanding Fayetteville shall remain in full force as originally approved.

IN WITNESS WHEREOF, the parties hereto have caused this TASK ORDER to be duly executed as of the date and year first herein written.

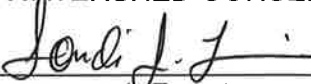
FOR THE CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

Attest: _____
Sondra Smith, City Clerk

Date: _____

FOR WATERSHED CONSERVATION RESOURCE CENTER

By: 
Sandi J. Formica

Attest: 
Matthew A. Van Eps

Date: Feb 2, 2018

Niokaska Creek Streambank Flood Repair

Repair Budget Justification

The stream restoration project on Niokaska Creek at Sweetbriar Park was implemented in 2011 using EPA 319(h) grant funding administered by Arkansas Natural Resources Commission. Matching funds were provided by the City of Fayetteville. The goals of the project included, protection of civil infrastructure, reduction of streambank erosion, protection and reduction of loss of park lands, mature trees, and playground equipment improvement of water quality, and development of complimentary aesthetics to the surround park. In order to achieve these objectives, a restoration plan was developed using the Natural Channel Design Approach. The approach allowed the project to meet all of the project goals.

A major piece of civil infrastructure, in the form of a 36" high-pressure water main was protected by the stream restoration work. The water line is encased in concrete as it crosses the width of the channel. Once the water line goes under the restored streambank on river left. It is no longer protected by concrete and therefor a robust restoration approach to protect the line was critical. The primary design element

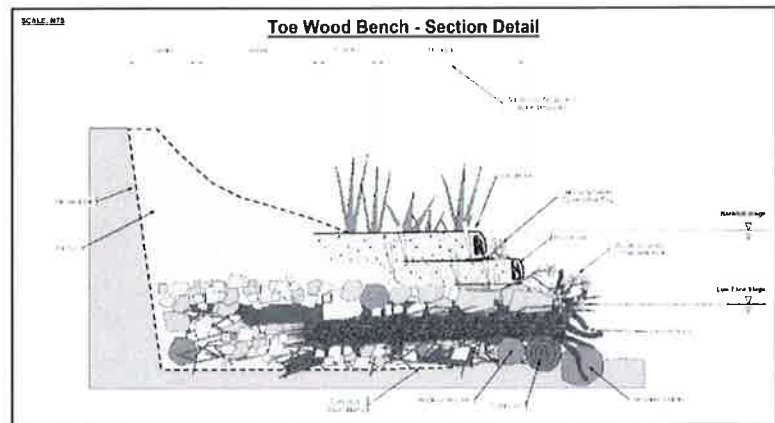


Figure 1 Design schematic for "Toe-Wood" structure constructed on Niokaska Creek at Sweetbriar Park in 2011.

for creating a resilient and natural looking streambank was the utilization of a Natural Channel Design Technique commonly referred to as "toe-wood." Toe-wood uses a combination of logs, large boulders, gravels, and native vegetation planted at a high density. A basic schematic of the toe-wood design is shown in Figure 1. A picture of the streambank created with the use of a toe-wood structure at Sweetbriar Park, after four years of growth, is shown in Figure 2.



Figure 2 Restored streambank (right) in September 2016. The bank was restored using "toe-wood" construction. Note extent of vegetation present along the edge of bank.

Flooding in April 2017 resulted in damage to portions of the restoration project area. Gage heights from a variety of USGS gage stations within close proximity to the site indicate that the flooding that took place in 2017 resulted in the highest water levels observed since operation of those gage stations. Damage to the project occurred primarily in the vicinity of the 36" high-pressure water main which crosses the channel of Niokaska Creek. Excessive centrifugal velocities resulting from the flash flooding caused scour of the vegetation, soil, and substrate from the toe-wood bench along a 75' linear feet extent of streambank, including the area where the water main crosses the channel. The maximum amount of lateral scour was approximately 12 feet. A photograph of the damaged area is shown in Figure 3.

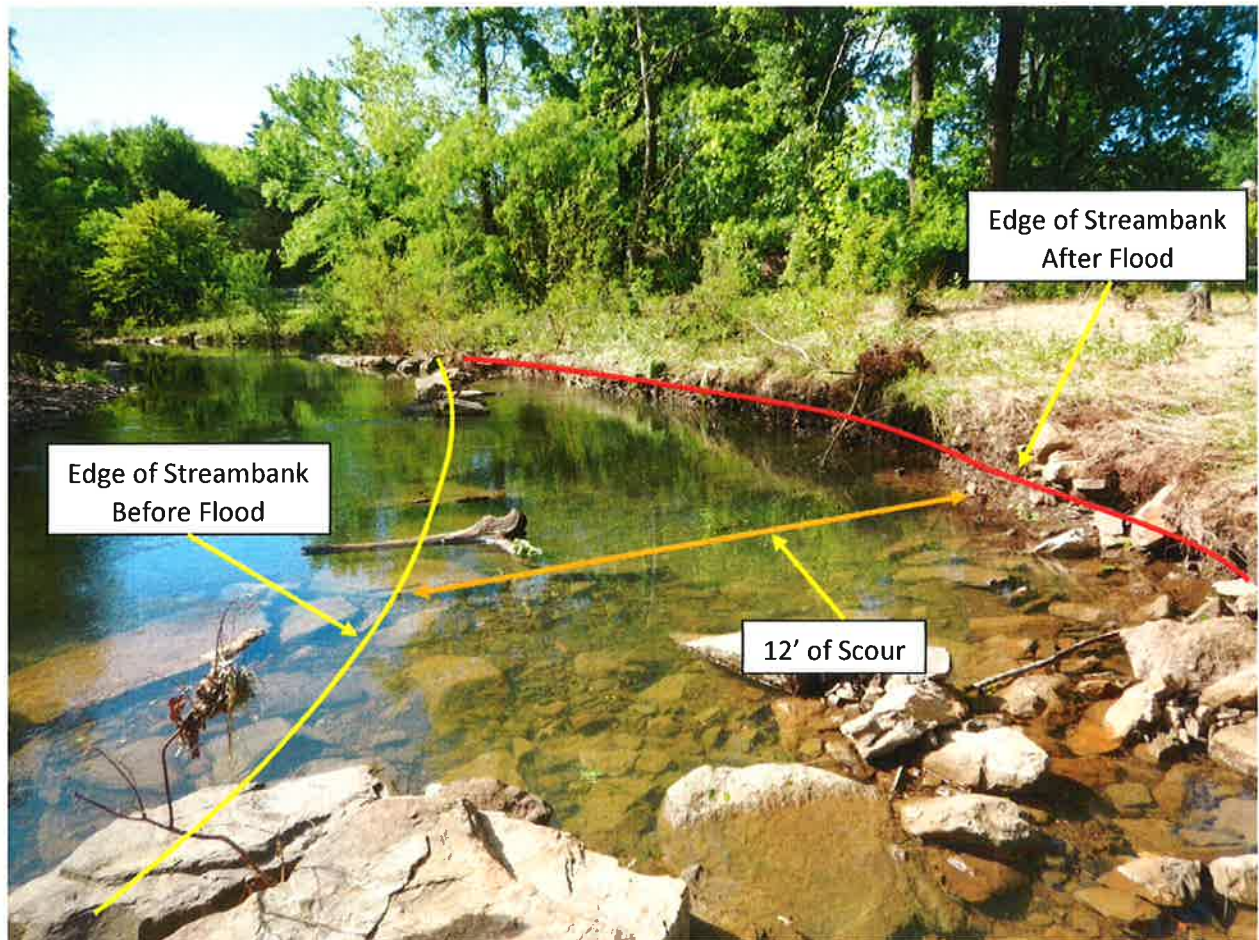


Figure 3 Area of scour that occurred along Niokaska Creek near the 36 inch high pressure water line. The damage occurred during extreme flooding that occurred in late April 2017.

As a temporary measure aimed at preventing the scour and loss of any additional streambank cover over the water line, the City of Fayetteville placed fill along the edge of the scoured streambank. This fill consists primarily of gravel with some rip-rap and a few boulders. The intent of this temporary fill was to allow floodwaters from floods that occur prior to implementation of a repair that restored the site to its previous condition to scour the temporary fill, rather than scouring the remaining portions of the original project. It can be said with certainty, that the temporary fill placed along the damage area will be scoured away and moved downstream with the first significant flood that takes place. Since the fill was placed, no floods or high water have occurred. In addition, the temporary fill was not placed in a manner that resulted in re-establishment of the proper stream morphology. Without correcting the

Attachment 1

radius of curvature where the scour occurred and the fill was placed, the long-term resiliency of the stream restoration project is at risk. The temporary fill in-place today will not protect the waterline or streambank against the smallest of future floods. A photograph of the temporary repair is shown in Figure 4.



Figure 4 Temporary fill was placed along the scoured streambank of Niokaska Creek. The temporary fill will mobilize and be washed away from the scoured area that is protected by this short-term and temporary effort.

The budget presented in Table 1 includes the material, labor, and engineering costs required to restore the site to the condition that existed prior to the flooding of 2017. Material procurement includes structural materials such as trees and boulders needed to reconstruct the toe-wood bench shown in Figure 1. There is an existing 30 tons of rock on site that will be used in the construction of the toe-wood bench. An additional 35 tons of boulders are needed to provide additional protection. Erosion control fabric material consisting of Bio-D Blocks, is needed to create encapsulated soil mattresses that allow for construction of the soil lifts without soil scour during the vegetation re-establishment period. Native plants will need to be purchased to create streambank roughness that will reduce water velocity and scour potential as the vegetation matures. Labor for constructing and re-planting native vegetation will be required. Construction oversight by the project engineer and project manager will be minimized but is required for correct installation of the repair work.

Attachment 1

Estimated Project Budget for Niokaska Creek Stream Restoration Repairs at Sweetbriar Park - Restore to More Resilient Condition

Downstream Repairs for Niokaska Creek Through Sweetbriar Park	Task	Item	Units	Qty	Unit Cost (\$)	Estimated Cost (\$)
	Repair of Area Near Waterline	Logs for Toe Wood	ea.	30	80	\$2,400.00
		Large Boulders	ton	35	80	\$2,800.00
		Top Soil	yd ³	32	20	\$640.00
		Native Plants and Seed	l.s.	1	500	\$500.00
		Erosion Control Fabric	ea.	8	100	\$800.00
		Excavator ¹	hr.	40	150	\$6,000.00
		Skidsteer ¹	hr.	40	100	\$4,000.00
	Site Finishing	Labor	hr.	80	30	\$2,400.00
	Design and Construction Oversight	Engineer PE	hr.	28	90	\$2,520.00
		Project Manager	hr.	28	110	\$3,080.00
	Park Total					\$25,140.00

¹ Cost includes equipment, fuel, and operator

ORDINANCE NO. 5645

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed by the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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

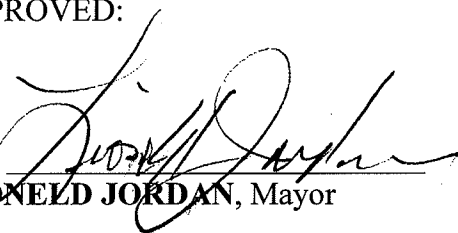
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and APPROVED this 7th day of January, 2014.

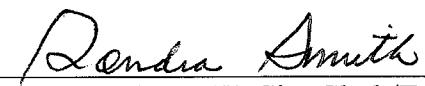
APPROVED:

ATTEST:

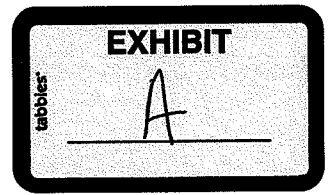
By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer





MEMORANDUM OF UNDERSTANDING

Between

Watershed Conservation Resource Center

And

City of Fayetteville

This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have obtained several grants for restoring streams within the City and surrounding areas and for assessing streams for stability and contaminant reduction. These projects have brought over \$2,300,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Four stream and streambank restoration projects have been implemented that have resulted in over 4000 tons of sediment and 3,700 lbs of total phosphorus reductions, annually from streambank erosion, restored both aquatic and terrestrial habitat, protected City

infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other partners to conduct more river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration. In addition, the WCRC continues to monitor and maintain the four implemented stream restoration sites.

C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
 - a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
 - b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
 - c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
 - d. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order

E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide review and input into the final restoration designs.
4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.
6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

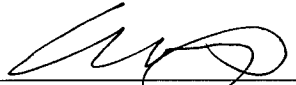
1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
Office Fax: 928-396-2546
E-mail: formica@watershedconservation.org

Chris Brown, P.E., City Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8206
Fax: 479-575-8202
E-mail: cbrown@ci.fayetteville.ar.us

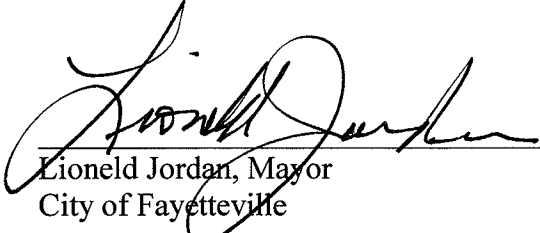
Sarah Wrede, E.I., Staff Engineer
City of Fayetteville
Phone: 479-575-8206
E-mail: swrede@ci.fayetteville.ar.us

6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

For S.E.


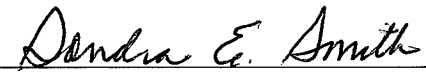
Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

12/18/13
Date



Lioneld Jordan, Mayor
City of Fayetteville

1/9/14
Date



Sondra E. Smith, City Clerk/Treasurer
City of Fayetteville

01-09-14
Date



City of Fayetteville Item Review Form

2013-0244

Legistar File Number

1/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Sarah Wrede

Submitted By

Development Services

Department

Action Required:

An ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

Does this item have a cost? ☐ No

\$0.00

Cost of this request

\$0.00

Category or Project Budget

n/a

Program or Project Name

n/a

Account Number

\$0.00

Funds Used to Date

n/a

Program or Project Category

n/a

Project Number

\$0.00

Remaining Balance

n/a

Fund Name

Budgeted Item? ☐

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

[Signature]

12-19-13

Paul A. Behn 12-19-2013

[Signature] 12-19-13

[Signature] 12/20/13

12-18-13 90:52 RCVD

[Signature]





www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

Council Meeting of January 7, 2014

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

From: Sarah Wrede, Staff Engineer

Date: December 18, 2013

Subject: An ordinance to waive competitive bidding and renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

PROPOSAL

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between the Watershed Conservation Resource Center (WCRC) and the City of Fayetteville to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas.

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. The WCRC and the City have successfully partnered to receive over \$2,300,000 in federal grants for water quality and other environmental improvements. WCRC has been instrumental in securing these funds due to their relationships with Federal grant agencies and their proven track record of successful stream restoration projects. This MOU will establish a continued partnership between the City and WCRC whereby the WCRC will actively seek grant funding for stream restoration projects in the City of Fayetteville, and will allow the City the opportunity to quickly take advantage of opportunities identified. The MOU is effective for a period of five years.

RECOMMENDATION

Staff recommends approval of an ordinance to waive competitive bidding and to renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

BUDGET IMPACT

The proposed agreement will cause no budget impact. As tasks are identified, a Task Order, with associated fee, will be developed for approval by the Mayor and City Council.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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 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 approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and APPROVED this 7th day of January, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0104

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

LAKE FAYETTEVILLE IMPROVEMENTS PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$18,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST QUADRANT TO BE USED TO UPGRADE THE WATER LINE AND PLUMBING AT THE VETERANS PARK RESTROOM FACILITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$18,000.00 recognizing parkland dedication fees from the Northeast Quadrant to be used to upgrade the water line and plumbing at the Veterans Park restroom facility.

City of Fayetteville Staff Review Form

2018-0104

Legistar File ID

2/20/2018

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

Byron Humphry

2/2/2018

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment to recognize \$18,000 of unrecognized funds in the NE Park District into the Lake Fayetteville Improvements project to upgrade the water line and plumbing at Veterans restroom.

Budget Impact:

2250.520.9256.5806.00

Parks Development

Account Number

Fund

13001.1306

Community Park Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 3,730.00

Funds Obligated \$ -

Current Balance \$ 3,730.00

Does item have a cost? Yes

Item Cost \$ 18,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 18,000.00

Remaining Budget \$ 3,730.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: February 2, 2018

SUBJECT: **Approval of a budget adjustment to recognize Northeast Quadrant Park Land Dedication Funds to the Lake Fayetteville Improvements Project**

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize \$18,000 of unrecognized funds in the NE Park District into the Lake Fayetteville Improvements project to upgrade the water line and plumbing at Veterans restroom.

BACKGROUND:

The Veterans Park restroom was constructed in 1999 with a water meter and service line sized to accommodate park users at the time. As the park system has grown and with the addition of the Lake Fayetteville trail and Razorback Greenway along with associated special events held at Veterans Park and on the trail system, the service line is no longer adequate to supply the demand of current park users. The addition of the commercial development to the south of the park in recent years has resulted in a water main located much closer to the restroom than the current water meter, which provides an economical opportunity to upgrade the plumbing system.

DISCUSSION:

A new water meter located closer to the restroom and a larger service line will be installed to provide sufficient supply of water to meet current and future needs. The pressure tank and associated plumbing system currently in place will be removed, since it will not be needed once the larger service line is installed. Multi-craft contractors will conduct the plumbing work utilizing the City Bid Tab 16-51 for Plumbing services.

BUDGET/STAFF IMPACT:

Unrecognized NE Quadrant Park Land Dedication Funds in the amount of \$18,000 are available and being requested to be recognized for the Veterans water line and plumbing work. Park Land Dedication Funds are collected from residential development and can only be used within the park quadrant they are collected in.

Attachments: Budget Adjustment Form

Budget Year	Division	Adjustment Number
2018	PARKS & RECREATION (520)	
	/Org2	
	Requestor: Byron Humphry	

Staff recommends approval of a budget adjustment to recognize \$18,000 of unrecognized funds in the NE Park District into the Lake Fayetteville Improvements project to upgrade the water line and plumbing at Veterans restroom.

RESOLUTION/ORDINANCE

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0071

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH THE UNIVERSITY OF ARKANSAS TO PROVIDE HALF OF THE FUNDING FOR A BICYCLE AND PEDESTRIAN COORDINATOR POSITION WITH THE TOTAL AMOUNT PAID BY THE CITY NOT TO EXCEED \$30,000.00

WHEREAS, the City has employed a part-time Bicycle Programs Coordinator since 2014 focusing on planning and execution of a variety of projects related to bicycling, trails, and active transportation in Fayetteville; and

WHEREAS, the University has expressed interest in collaborating with the City to create a full time Bicycle and Pedestrian Coordinator position at the University that will be responsible for working on University and City projects equally.

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 Memorandum of Agreement with the University of Arkansas to provide half of the funding for a Bicycle and Pedestrian Coordinator position with the total amount paid by the City not to exceed \$30,000.00.

City of Fayetteville Staff Review Form

2018-0071

Legistar File ID

2/20/2018

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

Peter Nierengarten

2/2/2018

Sustainability & Resilience /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends contracting with the University of Arkansas to provide Bicycle and Pedestrian Programs Coordinator services.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 67,000.00

Funds Obligated \$ -

Current Balance \$ 67,000.00

Does item have a cost? Yes

Item Cost \$ 30,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 37,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Peter Nierengarten, Sustainability Director

CC: Garner Stoll, Development Service Director
Chris Brown, City Engineer
Matt Mihalevich, Trails Coordinator

DATE: February 2, 2018

SUBJECT: Bicycle and Pedestrian Programs Coordinator

RECOMMENDATION:

Staff recommends contracting with the University of Arkansas to provide Bicycle and Pedestrian Programs Coordinator services.

BACKGROUND:

The City of Fayetteville has employed a part-time Bicycle Programs Coordinator in the Sustainability & Resilience Department since October 2014. The Coordinator position was first filled through a 1,700-hour service term as an Energy Corps Member under the AmeriCorps program. Next the City contracted the position through the National Center for Appropriate Technologies (NCAT) and since the beginning of 2016 the City has contracted with BikeNWA to fill the part time role. During this period, the position has focused on the planning and execution of a variety of projects related to bicycling, trails, and active transportation in Fayetteville. The City's 2016 recognition by the American League of Bicyclists as Arkansas' only Silver Designated Bicycle Friendly Community and Fayetteville's 2017 designation as a Bronze Walk Friendly Community were the direct result of the Bicycle Coordinator Position.

DISCUSSION:

Recent collaboration and communication with the University of Arkansas revealed joint interest in funding a full-time Bicycle and Pedestrian Coordinator. The proposed position would be employed by the University of Arkansas – Office for Sustainability and spend 50% of time at the University and 50% of time at the City. The City and the University would each provide office space for the coordinator and would have equal representation on the hiring committee. Specifically, the position would focus on:

- Developing city-wide bicycle and pedestrian educational and encouragement efforts
- Maintaining the UA/City Bicycling webpages.
- Assist in education and outreach related to design, development, and implementation of citywide bike/ped facilities.

- Lead periodic updates to the City Bicycle and Pedestrian Master Plan and the active transportation aspects of the UA Transportation Master Plan.
- Maintain bicycle and pedestrian-friendly certifications for UA/City.
- Encourage and promote the Bicycle Friendly Business program to Fayetteville businesses.
- Track and report usage of bicycle and pedestrian facilities through mechanical counts, surveys, interviews, etc. to help determine the effectiveness of education and outreach activities.
- Research, recommend and implement programs that have resulted in increased walk/bike rates for other communities.
- Lead the UA/City in the development of a bike share system.
- Work with UA and Fayetteville Police Department on enforcement programs that focus on educating bicyclists, pedestrians, and motorists on safe rules of the road.
- Conduct walk/bike traffic safety skill training for community members
- Implement an inclusive social ride series.
- Engage with OORC and other mountain bicycle advocacy groups to ensure trails are maintained and users are safe.
- Expand the Safe Route to Schools Plan to include routes and infrastructure needs near schools. Encourage bike to school events and bicycle/walk trains to and from schools.
- Coordinate tactical urbanism projects including project review process, installation, before and after analysis and removal.

BUDGET/STAFF IMPACT:

The Bicycle and Pedestrian Coordinator Position will be managed by Fayetteville's Trails Coordinator in the Development Service Department. The City's \$30,000 annual contribution to fund the position will come from budgeted funds in the Sustainability Department's Extra Services budget.

Attachments:

Bicycle & Pedestrian Coordinator position MOA with the University of Arkansas
University of Arkansas Bicycle & Pedestrian Coordinator position description

Memorandum of Agreement

This **Memorandum of Agreement (“MOA”)** is made by and between the City of Fayetteville (“City”) and Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville (“University”), and the parties agree as follows:

1. **Purpose.** The City is contracting with University to establish a Bicycle and Pedestrian Coordinator (“Coordinator”) position. The coordinator shall be an employee of the University, but will provide services to both the University and the City (on projects of mutual interest to the City and the University). The City will provide one half of the funding for the position, as described in more detail herein. The City and the University have aligned interests in promoting bicycling and transportation options to Fayetteville residents, including the campus community. Establishing this position that will provide services to both the University and the City will allow the City and the University to better collaborate and focus bicycle and pedestrian efforts in a more comprehensive and strategic manner.
2. **Term.** The term of this MOA shall be one (1) year beginning _____, and ending _____. The MOA shall automatically renew for one (1) additional one (1) year term unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the end of the first term.
3. **Bicycle and Pedestrian Coordinator.** The University shall hire a Bicycle and Pedestrian Coordinator who shall work on both City and University projects. The essential and secondary duties and responsibilities as well as the minimum qualifications are set forth in the job description attached hereto as Exhibit A and made a part hereof.
4. **City’s Rights and Responsibilities.**
 - a. City shall reimburse the University for half of the Coordinator position’s salary, benefits, programming materials, office supplies, workers’ compensation coverage, computer and other necessary resources for the position up to a maximum amount of \$30,000.00 per year to be billed quarterly. City shall not be obligated to pay any amount for salary and benefits during any time the Coordinator position is unfilled. While providing services to both the University and the City, the parties agree that the Coordinator shall solely be an employee of the University.
 - b. City shall remit payments due to the University within sixty (60) days of receipt of valid invoices.
 - c. City shall provide office space for the Coordinator.
 - d. City shall have equal representation on the search committee for the Coordinator, although the hiring decision will be made by a University official.
 - e. The Coordinator shall spend half of the work week at the City and shall focus on City projects and collaborations with the University when working at the City.

- f. The City shall provide monthly reports regarding the quality of work performed by the University's employee and the progress on City projects. City shall notify the Coordinator's supervisor immediately in the event of poor work performance, breach of any MOA term or failure to perform the duties set forth in the job description.

5. University's Rights and Responsibilities.

- a. The University shall hire, as a full-time employee, a Bicycle and Pedestrian Coordinator with a minimum starting salary of \$42,000.00 plus regular employee benefits.
- b. The University shall be responsible for withholding and paying all required federal, state, FICA, and Medicare taxes and any other payments, taxes or fees required by law including, but not limited to, Workers Compensation coverage.
- c. The University shall submit quarterly invoices to the City for reimbursement of half of the Coordinator's salary, benefits, programming materials, office supplies, computer and other resources for the position up to a maximum of \$30,000.00 per year.
- d. The University shall provide office space for the Coordinator.
- e. The Coordinator shall spend half of the work week at the University and shall focus on University projects and collaborations with the City when working at the University.

6. **Early Termination.** Either party may cancel the MOA by providing 60-day written notice of the termination.

7. **Independent Parties.** The relationship of the parties to this MOA is that of independent contractors, and nothing in this MOA shall be construed to create any agency, joint venture, or partnership relationship between the parties.

8. **MOA Amendments.** Changes, modifications or amendments to the scope, price or fees dictated by this MOA shall not be allowed without a prior formal MOA amendment approved by the Mayor and the City Council of Fayetteville and an authorized representative of the University of Arkansas **in advance** of the change.

9. **Counterparts; Execution by Facsimile or E-Mail Transmission.** This MOA may be executed concurrently in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, notwithstanding that all the parties are not signatory to the original or same counterpart. To facilitate the execution of this MOA, this MOA may be executed by facsimile or e-mail attachment.

10. **Governing Law.** This MOA shall be governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth below.

UNIVERSITY OF ARKANSAS

CITY OF FAYETTEVILLE

Joseph Steinmetz, Chancellor

Lioneld Jordan, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Notary Public

Sondra E. Smith, City Clerk-Treasurer

Employee Position Description

POSITION TITLE: Bicycle & Pedestrian Coordinator

POSITION CLASSIFICATION: non-classified provisional

DEPARTMENT: UA Facilities Management, Office for Sustainability

SUPERVISOR: Director of UA Office for Sustainability and City of Fayetteville Trails Coordinator

START DATE: March 2018

COST SHARE: CoF 50% and UA 50%

TIME SPLIT: CoF 50% and UA 50%

OFFICE LOCATION: UA Sustainability House, 238 Harmon Ave

SALARY: \$42,000-\$45,000 plus UA benefits package

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Provide good customer service to both internal and external customers, maintain positive and effective working relationships with other UA/City employees (especially members of his or her own team), and have regular and reliable attendance that is non-disruptive.
2. Represent the UA/City in a positive manner, particularly while on site at events and work to resolve citizen issues and concerns at those events.
3. Develop city-wide bicycle and pedestrian educational and encouragement efforts, by using social media and conducting public presentations to inform and educate motorists, bicyclists, and pedestrians of the energy savings, monetary savings, health benefits, and best practices associated with walking and bicycling for transportation.
4. Maintain the City Bicycling webpage as well as bike.uark.edu.
5. Assist the UA/City departments and other external stakeholders to encourage bicycle & pedestrian events
6. Administer the Trail Trekker program. Train and recruit volunteers.
7. Organize the annual Bike Fest on the UA campus.
8. Assist with public outreach regarding on-street bike/ped facilities such as protected bike lanes, bike lanes, shared lane markings, signage, bike racks and better crosswalks and signals to help familiarize citizens with the facilities available for healthy, energy-efficient, and cost-effective transportation choices.
9. Assist the Trails Coordinator in education and outreach related to design, development, and implementation of citywide bike/ped facilities (including but not

limited to trails and bicycle parking facilities) and objectives in the current Fayetteville Active Transportation Plan.

10. Lead periodic updates to the City Bicycle and Pedestrian Master Plan and the active transportation aspects of the UA Transportation Master Plan.
11. Work closely with UA Parking and Transit to incentivize active modes of transportation.
12. Maintain bicycle and pedestrian-friendly certifications for UA/City
13. Review and implement Fayetteville specific recommendations from the League of American Bicyclists through the Bicycle Friendly Communities certification process.
14. Encourage and promote the Bicycle Friendly Business program to Fayetteville businesses.
15. Track and report usage of bicycle and pedestrian facilities through mechanical counts, surveys, interviews, etc. to help determine the effectiveness of education and outreach activities.
16. Research, recommend and implement programs that have resulted in increased walk/bike rates for other communities
17. Lead the UA/City in the development of a bike share system.
18. Work with UA and Fayetteville Police Department on enforcement programs that focus on educating bicyclists, pedestrians, and motorists on safe rules of the road. Conduct periodic meetings with the Police Department to discuss bicycle and pedestrian safety.
19. Conduct walk/bike traffic safety skill training for community members based on League of American Bicyclists curriculum.
20. Use social media to update maps, sidewalk, trail and bikeway conditions, report crashes and public requests/concerns and provide notices of bike/ped events.
21. Implement an inclusive social ride series that shows users how accessible commuting by bicycle can be.
22. Engage with OORC and other mountain bicycle advocacy groups to ensure trails are maintained and users are safe.
23. Expand the Safe Route to Schools Plan to include routes and infrastructure needs near schools. Encourage bike to school events and bicycle/walk trains to and from schools.
24. Provide staff representation for the Active Transportation Advisory Committee (ATAC). Prepare and distribute monthly agendas, conduct the monthly meetings, and prepare written recommendations from ATAC that will go to the Transportation Committee. Present ATAC recommendations to the Transportation Committee and necessary.
25. Provide staff representation for the UA Bicycle Advocacy Council (BAC). Prepare and distribute agendas, conduct the meetings, and present BAC recommendations to other relevant stakeholders across campus.
26. Coordinate tactical urbanism projects including project review process, installation, before and after analysis and removal.

SECONDARY DUTIES AND RESPONSIBILITIES include the following:

1. Perform secondary duties as assigned.

MINIMUM QUALIFICATIONS

1. Bachelor's degree (B.A. or B.S.) in Engineering, Architecture, Landscape Architecture Planning, Environmental Science, Sustainability or a related field from a college or university and 6 months of applied experience in transportation planning. One year of applied experience preferred.
2. Must be a certified League Cycling Instructor (LCI) or could attain certification from the League of American Bicyclists within 12 months of hire.
3. Ability to operate a bicycle safely under a variety of environmental conditions and operational situations.
4. Valid Driver's License.
5. Effectively communicate with others orally and in writing.
6. Must be able to meet required deadlines while working on a variety of projects.
7. Ability to read, analyze and interpret general planning periodicals, professional journals, technical procedures, design plans and governmental regulations.
8. Ability to write professional reports and business correspondence.
9. Ability to prepare and present information and respond to questions from groups of managers, customers, and the public.
10. Must have ability to compile and analyze data with great attention to detail from a variety of sources in order to prepare clear, accurate reports from such information.
11. Knowledge of objectives and principles of transportation planning, funding, and design with an emphasis on bicycle and pedestrian transportation.
12. Must have the capacity to be a strategic thinker and the ability to work as a team member and leader as well as ability to work independently.
13. Must be proficient in the use of a computer and software programs such as word processing applications, spreadsheet applications, and presentation software applications. Must be able to effectively operate standard office equipment.
14. Must be proficient in all social media outlets and have the ability to respond to online public requests and concerns in a professional and productive manner.
15. Must have basic knowledge of ARCVIEW GIS mapping software.
16. Must have basic knowledge of graphic design software such as the Adobe Creative Cloud.
17. While performing the functions of this job, the employee is regularly required to talk and hear. The employee regularly is required to move from location to location and sit; use hands to finger, handle, or feel; reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required to accomplish computer and office work.



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0089

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

OURPHARMA, LLC TAX BACK PROGRAM:

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF OURPHARMA, LLC IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO OURPHARMA, LLC FOR QUALIFIED PURCHASES

WHEREAS, OurPharma, LLC, a pharmaceutical manufacturing and compounding company headquartered in Fayetteville has purchased property at 2512 South City Lake Road in the Fayetteville Commerce District and plans a total investment of more than \$36 million, including \$31.3 million to construct 55,720 square feet of building space and more than \$5 million for machinery and equipment; and

WHEREAS, OurPharma, LLC is committed to creating 41 new full time jobs within the first two years paying an average hourly wage of \$34.42 an hour for a total payroll of approximately \$2.9 million, with plans to expand to more than 100 employees in the future; and

WHEREAS, OurPharma, LLC meets the Fayetteville First Plan's strategic focus of developing manufacturers and specialized technology companies; and

WHEREAS, in order to certify OurPharma, LLC to participate in the sales and use tax refund program, either Washington County or the City of Fayetteville, or both, must "(s)pecify that the Department of Finance and Administration is authorized to refund local sales taxes to the qualified business." {A.C.A. §15-4-2706 (d)(B)(ii)}; and

WHEREAS, the City of Fayetteville or Washington County must also endorse OurPharma, LLC's participation in this state and local sales and use tax refund program; and

WHEREAS, bond indentures prevent diversion of sales tax proceeds from the city's bonded penny sales and use tax.

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 endorses OurPharma, LLC's

participation in the sales and use tax refund program authorized by A.C.A. §15-4-2706(d) in relation to its construction, equipping and hiring at its new facility in Fayetteville, Arkansas.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby specifies that the Department of Finance and Administration is authorized to refund the non-bonded penny city sales tax to OurPharma, LLC for qualified construction and equipment purchased for its facility in Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

2018-0089

Legistar File ID

2/20/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Devin Howland

1/25/2018

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

OURPHARMA, LLC: A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF OURPHARMA, LLC IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO OURPHARMA, LLC FOR QUALIFIED PURCHASES

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? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
DATE: January 25, 2018
SUBJECT: OurPharma, LLC Tax Back Program

RECOMMENDATION:

The City Staff and Administration recommend on behalf of the Mayor's office that the City Council of the City of Fayetteville pass a resolution in support of OurPharma, LLC to participate in the State of Arkansas Tax Back Program. The Arkansas Economic Development Commission seeks local support for the Tax Back Program, and the City Council's action to support this application will result in their approval.

BACKGROUND:

The City of Fayetteville was contacted by Steve Clark, President and CEO and Chung Tan, Chief Economic Development Officer of the Fayetteville Chamber of Commerce, seeking endorsement of OurPharma, LLC to participate in the State of Arkansas Tax Back Program of the Consolidated Incentive Act of 2003.

OurPharma is a Fayetteville grown new business that will manufacture and compound pharmaceutical medications. Currently, they are building a new campus at 2512 S City Lake Road in the Fayetteville Commerce District. OurPharma, LLC is making an estimated \$31.2 million investment in the facility, which will consist of 55,720 SF across multiple buildings. Machinery and equipment cost are estimated to be over \$5 million. Initially, OurPharma will create 41 new jobs within the first 2 years, expanding to over 100 new jobs in the future. Average pay is more than \$30 an hour, over two times MIT's estimated living wage for the City of Fayetteville.

DISCUSSION:

OurPharma, LLC meets the Fayetteville First Plan's strategic focus of developing manufacturers and specialized technology companies.

BUDGET/STAFF IMPACT:

We believe the budget impact will be neutral. The job growth and quality wages will spur new sales tax growth from the new employees, but most importantly the development may lead to further expansion in the area supporting OurPharma's needs.

Attachments:

Exhibit A: Fayetteville Chamber of Commerce Support Letter

Exhibit B: Consolidated Incentive Act of 2003 Incentive Application



To: Mayor Lioneld Jordan
City of Fayetteville

CC: Don Marr, Chief of Staff
Devin Howland, Director of Economic Vitality

From: Steve Clark, President & CEO

Date: January 24, 2018

Subject: Recommendation to pass a City Resolution to support Tax Back
Sales/Use Tax Refund for OurPharma, LLC

OurPharma, LLC has made an application with the Arkansas Economic Development Commission (AEDC) to participate in the state's Tax Back (Sales and Use Tax Refund) program. This program allows Arkansas businesses (new or expanding) with a minimum of \$100,000 in new investments to receive a tax back from sales and use tax paid on qualified expenses related to the new development or expansion.

OurPharma, LLC is a home grown new business that will manufacture and/or compound pharmaceutical medications. OurPharma is now working on building a new campus at 2512 S City Lake Road in the Fayetteville Commerce District. This new development project will have:

- a) Two phases, Phase I and II. The investments are estimated at \$31.3M.
- b) New construction of a 22,460 SF compounding facility, a 22,460 SF manufacturing facility, and a 10,800 SF administration building on a green site.
- c) An initial creation of 41 new jobs within the first 2 years and eventually expanding to over a hundred jobs.
- d) Average rate of pay of more than \$30/hr.
- e) Machinery and equipment costs estimated to be over \$5 M



OurPharma meets the criteria for the type of businesses we want in Fayetteville and it is in our targeted sectors recommended in the Fayetteville First Economic Development Strategic Plan. As a locally owned business, OurPharma offers excellent paying jobs while striving to be an innovative manufacturer in the healthcare sector. We expect this company to make a difference in the pharmaceutical arena and to provide affordable solutions to diabetic patients nationally and globally.

We definitely would like to show support for companies such as OurPharma and to encourage future companies to set up their business in Fayetteville that I respectfully request that the City passes a Resolution to support the Tax Back Sales/Use Tax Refund for OurPharma.

Thank you for your kind consideration in this matter.

Yours truly,

A handwritten signature in blue ink, appearing to read "Steve Clark". The signature is fluid and cursive, with the first name "Steve" written in a larger, more prominent script than the last name "Clark".

Steve Clark, IOM
President and CEO



Consolidated Incentive Act of 2003 Incentive Application

OFFICE USE ONLY

Project #

Project Manager

Date Received

Incentive Program

Please select which of the following program(s) are applicable to this application:

Job Creation:

☐ **Advantage Arkansas** (Income Tax Credit program)

Investment: (construction, expansion, modernization)

Applicants may only select one of the following programs:

☒ **Tax Back** (Sales and Use Tax Refund program)
For new or expanding businesses with a \$100,000 minimum investment

OR

☐ **InvestArk** (Sales and Use Tax Credit program)
For existing businesses only, with two (2) or more years of operating in Arkansas, investing a minimum of \$5,000,000 and obtaining a direct-pay sales/use tax permit.



Consolidated Incentive Act of 2003 Discretionary Incentive Application

The incentive programs included in this application are discretionary and may only be offered upon approval by the Director of the Arkansas Economic Development Commission. This application should not be completed unless the incentive has been offered by the director.

OFFICE USE ONLY

Project #

Project Manager

Date Received

Incentive Program

Please select which of the following program(s) are applicable to this application:

Job Creation:

☒ **Create Rebate** (Payroll rebate program)

Requires \$2,000,000 minimum payroll for new full-time permanent employees

Investment: (construction, expansion, modernization)

☐ **ArkPlus** (Income Tax Credit program)

Requires investment and job creation threshold according to the tier in which the project is located

Applicant

OurPharma, LLC

Local Operating Name of Company

3657 E Leawood Way c/o Peter Kohler Fayetteville, AR 72703
Mailing Address City/State Zip

2512 S City Lake Road Fayetteville, AR 72701
Physical Location of Project City/State/Zip County

Peter O. Kohler (479) 871-7341 (479) 347-2857
Name and Title of Local Company Contact Phone Fax

akohler@ourpharma.net www.ourpharma.net
Company Contact e-mail address Company Website

Complete Company Name, if company is filing for benefits under a different name

**Project
Cost
Estimate**

Land	\$ 223,500
Building (a) New construction	\$ 25,740,000
(b) Existing building	\$
Equipment.....	\$ 5,350,000
TOTAL	\$ 31,313,500

Employment

Present employment: 2

Number of new employees resulting from this project: 41

Average Hourly wage of new employees hired for this project: \$ 34.42

Total annual payroll of new employees hired for this project: \$ 2,920,781

NOTE: To qualify for the benefits of the ArkPlus or Create Rebate programs, the approved company must be an eligible business and meet the minimum payroll requirements for the Tier (county) in which the project is located. The Tier Map is available on line at www.ArkansasEDC.com.

**NAICS
Classification
Code**

325410

Pharmaceutical Preparation & Manufacturing

Description of principal business activity, products manufactured, etc.

What percentage of the applicant's gross sales are retail sales to the public? 0 %
(An eligible company must not derive more than 10% of its revenue from sales to the general public)

If the applicant is a computer-related company, a distribution center, office sector business, motion picture company or a scientific and technical services business, 75% of the applicant's sales revenue must be derived from out of state.

What percentage of the applicant's sales is derived from out of state? 0 %

NOTE: Information contained in this application is subject to audit by the Arkansas Department of Finance and Administration. If any of the above information is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits and may be required to repay any benefits received, plus penalty.

I.D. NumbersEmployer's Federal I.D. Number 81-3883932Arkansas Sales or Consumer Use Tax Number Will Apply For**Information
for Income Tax
Credit****Ownership of Company** (Please check the appropriate box.)☐ Individual☐ Partnership☐ LLC☐ Taxable Corporation
(C Corporation)☐ Small Business Corporation
(Sub S Corporation)

If ownership of company is Individual, Partnership, LLC or Small Business Corporation, please provide the following information (a separate attachment may be submitted if necessary):

Name(s) of Owner(s)	Percent Ownership	Social Security Number or Federal Tax I.D. Number
Peter O. Kohler	100.00	229-46-2660

When does your tax year end? 12 31
Month Date

**Consultant
Information**
(If Applicable)

Name of Consultant filing this application Phone Fax

Consultant Firm Name

Mailing Address City/State/ Zip

Consultant E-mail address

Project Plan

Please indicate the activity planned by the company associated with this application.
(Check all that apply)

☒ New Construction ☐ Expansion of existing business ☐ Modernization

Estimated Start Date of Project: 12/17 Estimated Completion Date of Project: 9/18

Project Description:

OurPharma, LLC intends to build a new facility in the Fayetteville Commerce Park located at 2512 S City Lake Road to provide space necessary to allow for the manufacturing and compounding of pharmaceutical medications. The initial capital cost of Phases I and II is expected to be 31.3M and will allow for the hiring of approximately 41 new employees within 2 years at an average rate of pay estimated to be \$34.42/hour.

Project Cost Estimates:

Land:	Description: 2512 S City Lake Road in the Fayetteville Commerce Park was recently purchased for the development of the project. It is approximately 14.9 acres, and will allow for the planned future expansion.	\$ 223,500
Land Total:		\$ 223,500
Building:	New construction: Phase I - 22,460 sq ft building for compounding & a 1,243 sq ft waste building Phase II - 22,460 sq ft manufacturing building & a 10,800 sq ft administration building	7,500,000 18,240,000 \$ 25,740,000
	Expansion or Purchase of existing facility:	\$
Building Total:		\$ 25,740,000
Machinery and Equipment:	Description: Phase I - the project will require 8 clean rooms, sterile hoods for ventilation, monitoring equipment, extensive security system, and refrigerated and secure storage. Phase II - will require 5 lines for manufacturing. We will start with 3 and add 2 more in approximately 6 month.	2,850,000 2,500,000 \$ 5,350,000
Machinery & Equipment Total:		\$ 5,350,000
Total Estimated Project Cost:		\$ 31,313,500

Certification

The undersigned authority, Peter, O. Kohler, M.D. acknowledges that he/she is
Company Official (Printed Name)
the owner or authorized official of the applicant company that has the authority to act on behalf of
the applicant.

This affidavit is made for the specific purpose of verifying that the information contained in this application is true and correct. The applicant acknowledges that only those eligible project costs incurred and/or employees hired after the date this application is received by the Commission will be considered for refund or credit. The ArkPlus and Create Rebate programs require a separate financial incentive agreement, signed by the applicant company and the Commission, before hiring any new, full-time, permanent employees. **The applicant company does hereby agree to report new job creation and investment figures annually to the Arkansas Department of Finance and Administration for the term of the incentive agreement and to the Arkansas Economic Development Commission upon request.**


Signature of Company Official

CEO
Title

11/21/17
Date

Contract Disclosure

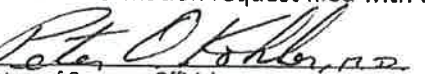
Any individual contracting with the State of Arkansas must make full disclosure if he or she is a current or former: member of the General Assembly, Constitutional Officer, Board or Commission member, State employee, or the spouse or immediate family member of any of the persons described herein; or if such persons having any position of control or any ownership interest of ten percent (10%) or greater in the entity currently applying to contract with the State. Please indicate if this disclosure is required for this application. Failure to disclose such information is a criminal offense and shall render any contract with the State of Arkansas null and void.

Disclosure Required?: ☒ Yes or ☐ No

Press Release Disclosure

I ☒ do ☐ do not authorize the Arkansas Economic Development Commission to release to the press the new job creation and investment figures.

(Signing this authorization to release job creation and investment numbers is not mandatory. However, information about benefits received is public information and may be obtained through a Freedom of Information request filed with the Arkansas Department of Finance and Administration.)


Signature of Company Official

CEO
Title

11/21/17
Date

If you have questions about the incentive programs included in this application, please call the Arkansas Economic Development Commission at 501-682-7675 or visit the Commission's website at www.ArkansasEDC.com.

Submit this application to:
Business Development Division
Arkansas Economic Development Commission
900 West Capitol, Suite 400
Little Rock, AR 72201

AEDC APPROVAL

The Commission's approval of this application is based upon its content. The eligibility provisions of the individual incentive programs will be administered by the Arkansas Department of Finance and Administration upon audit at a later date.

AEDC Executive Director



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0101

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

STREET NAME CHANGE:

A RESOLUTION TO CHANGE THE NAME OF WEST MACLURE WAY TO WEST MACLURA WAY, AND TO CHANGE THE NAME OF WEST ZANDER DRIVE TO WEST ANTHEM DRIVE

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 changes the name of West Maclure Way to West Maclura Way.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby changes the name of West Zander Drive to West Anthem Drive.

City of Fayetteville Staff Review Form

2018-0101

Legistar File ID

2/20/2018

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

Keith Macedo

2/1/2018

Information Technology /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve the street renaming of W Maclure Way to W Maclura Way and W Zander Dr to W Anthem Dr.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



TO: Mayor Lioneld Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Director of Information Technology
Greg Resz, GIS Coordinator

DATE: February 1, 2018

SUBJECT: Approve the street renaming of W Maclure Way to W Maclura Way and W Zander Dr to W Anthem Dr.

RECOMMENDATION:

Staff recommends renaming the streets W Maclure Way to W Maclura Way and W Zander Dr to W Anthem Dr.

BACKGROUND:

W Maclure Way was miss-named on the recorded plat, the correct spelling should be W Maclura Way. W Zander Dr is a newly platted road in the Stonebridge Subdivision Phase II. There is already an E Zander Dr which is within our Fire Department's mutual aid area but is on opposite sides of the City. Due to this staff is recommending changing the street name to a name that does not create a conflict for our 911 routing of calls.

DISCUSSION:

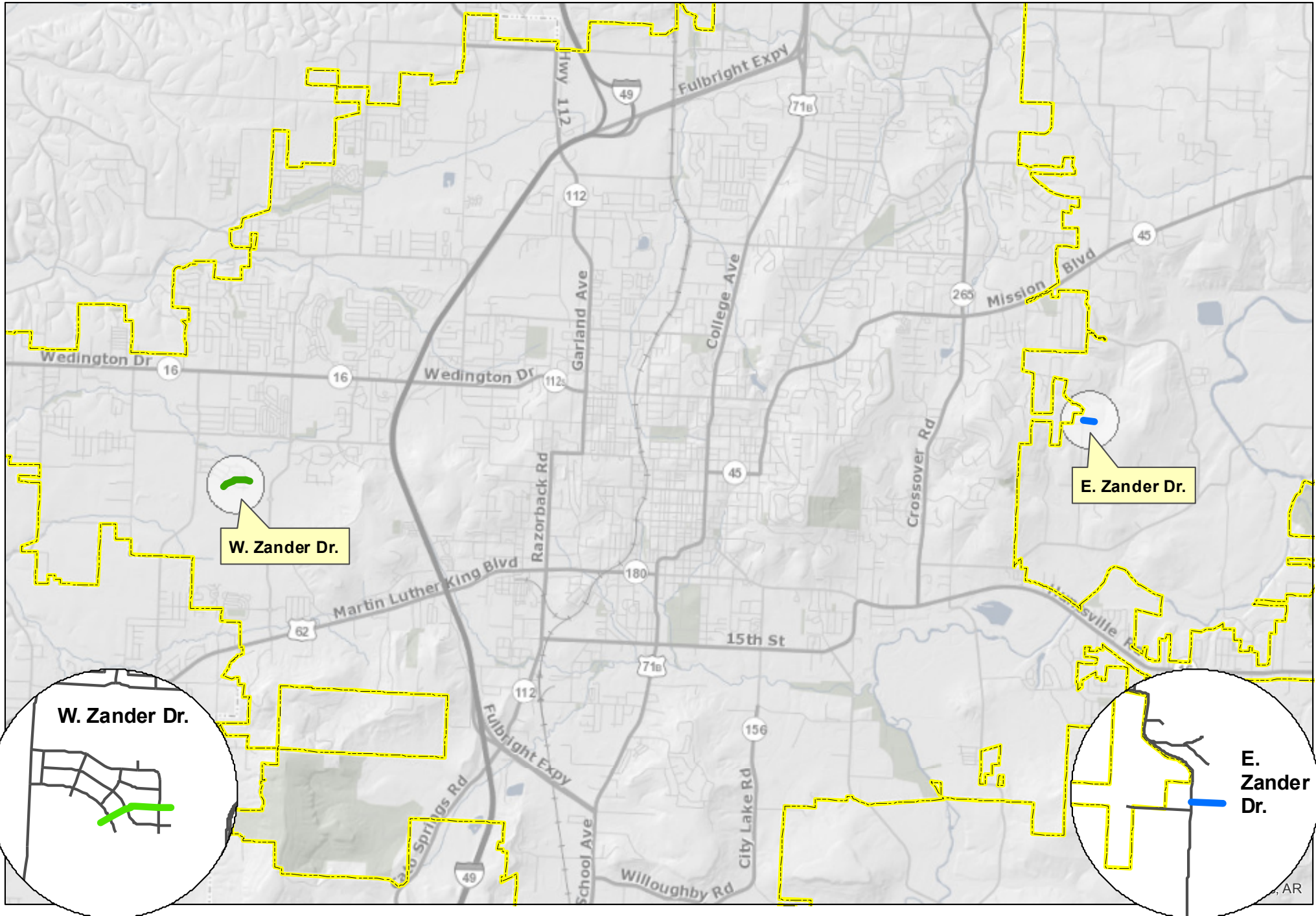
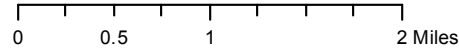
The W Maclure Way change is requested by the developer. At this time the name change only impacts the developer. Maclura Pomifera is the Genus name of the Osage Orange tree, which is the centerpiece of this development. At this time there are eight permits assigned to this street and no structures have been completed. All permits are in the name of the developer requesting the name change. Due to this the names change does not affect any existing residence or business. The W Zander Dr change is requested by City's GIS division and 911 Central Dispatch. Staff has contacted the developer and they do not have any objections. At this time there are no permits or structures on the street, so the name change does not affect any existing residence or business.

BUDGET/STAFF IMPACT:

None.

Attachments: Staff Review Form, Staff Review Memo, street map

Zander Drive



LEGAL DESCRIPTION

A part of the SW1/4 of the NW1/4 of a part of the NE1/4 of the NW1/4 of a part of the SE1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of said SW1/4, NW1/4, then N87°14'00"W 35.52 feet, then N02°40'00"E 251.57 feet to the POINT OF BEGINNING; thence along a curve to the left 319.18 feet, said curve having a radius of 860.00 feet and a chord bearing and distance of N24°23'36"W 317.35 feet, then N54°56'28"E 184.76 feet, thence along a non tangent curve to the right 19.32 feet, said curve having a radius of 870.00 feet and a chord bearing and distance of S34°29'17"E 19.32 feet, then N59°04'51"E 184.76 feet, thence N33°48'34"W 81.81 feet, then N40°07'25"E 174.53 feet, thence along a non tangent curve to the left 140.14 feet, said curve having a radius of 825.00 feet and a chord bearing and distance of N49°44'42"W 159.73 feet, then N57°23'32"W 79.52 feet, then N32°36'28"E 115.00 feet, then N57°23'32"W 433.30 feet, then N32°36'28"E 165.00 feet, then N57°23'32"W 24.08 feet, thence along a curve to the left 6.84 feet, said curve having a radius of 825.00 feet and a chord bearing and distance of N57°45'53"W 6.84 feet, then N31°51'42"E 78.72 feet, then S79°14'47"E 81.42 feet, then S63°59'46"E 411.60 feet, then S60°48'05"W 119.20 feet, then S87°37'12"E 380.72 feet, then S78°47'11"E 167.98 feet, then S57°59'22"E 113.44 feet, then S30°29'15"E 113.44 feet, then S18°05'29"E 113.85 feet, then S02°22'48"W 520.91 feet, then S67°37'12"E 53.62 feet, then S02°22'48"W 560.00 feet, then N87°37'12"W 169.62 feet, then S02°22'48"W 15.00 feet, then N87°37'12"W 435.12 feet, then N77°00'55"W 152.65 feet, then S78°59'18"W 113.05 feet, then S77°58'43"W 50.02 feet, then S76°12'20"W 110.00 feet to the POINT OF BEGINNING. Containing 23.7860 acres more or less subject to easements and right of way of record.

NOTES

1. PLAT PAGE: #477
2. 99 BUILDABLE LOTS.
3. CURRENT ZONING = NC & R-A.
4. PARCEL NUMBER: 765-16289-103.
5. TWO SIDEWALK ACCESS RAMPS WILL BE INSTALLED AT EACH STREET CORNER AS SHOWN ON THIS PLAT.
6. ALL UTILITY CROSSINGS SHALL BE 6" - 4" PVC PIPES BURIED MINIMUM 42" DEEP.
7. ALL DRIVEWAYS SHALL HAVE A MAXIMUM WIDTH OF 24' MEASURED AT THE RIGHT OF WAY LINE.
8. NO LOTS WITHIN THIS DEVELOPMENT HAVE SLOPES THAT ARE 15% OR GREATER.
9. THIS PROPERTY IS SUBJECT TO THE 100-YEAR FLOODPLAIN AS PER FEMA 45045C0203F DATED MAY 16, 2008.
10. WHERE BUILDING SETBACKS DON'T OVERLAP WITH UTILITY EASEMENTS OR ACCESS EASEMENTS, STRICTLY BUILDING SETBACKS SHALL BE AS PER THIS PLAT AND THE BUILDING SETBACK TABLE PROVIDED ON THIS PLAT.
11. TAPS MADE ONTO EXISTING WATER AND SEWER MAINS SHALL BE MADE BY THE CITY, PAID FOR BY THE OWNER.
12. ALL NEW UTILITIES SHALL BE PLACED UNDERGROUND, AND ALL EXISTING UTILITIES UNDER 12 KV SHALL BE RELOCATED UNDERGROUND.
13. SITE DEVELOPMENT WILL FOLLOW THE APPROVED MASTER RESIDENTIAL LOT GRADING PLAN. EACH LOT MUST FOLLOW THE APPROVED MHPG PREPARED BY THE ENGINEER OF RECORD FOR THIS PROJECT.
14. RIGHT OF WAY TREES TO BE PLANTED FOLLOWING CONSTRUCTION OF INDIVIDUAL HOUSES.
15. ANY LOTS 50' WIDE OR NARROWER (INCL. 55, 56 & 57) ARE SUBJECT TO 164.23 SMALL LOT DESIGN STANDARDS.
16. CURB CUT SEPARATION STANDARDS DO APPLY TO ALL LOTS, INCLUDING REGULATIONS ABOUT DISTANCE FROM PROPERTY LINES, OTHER DRIVEWAYS, INTERSECTIONS AND CURB RADI.
17. EVERY 6 MONTHS OR YEAR, IN ASSOCIATION WITH THE HOMES THAT WERE CONSTRUCTED IN THAT TIME PERIOD, THE PERFORMANCE BOND IS TRANSFERRED OVER TO A 3-YEAR MAINTENANCE BOND. THE 3-YEAR BOND IS PRICED AT \$675 PER TREE.

CONTRACTOR TO CONTACT CITY TO OPERATE EXISTING SHUT-OFF VALVES. ENSURE NO EX. SERVICES ARE AFFECTED WHILE MAINS ARE TURNED OFF UNTIL THE NEW MAINS ARE INSTALLED, TESTED, AND ACCEPTED.

EX SSS & EX WMT TO BE FIELD VERIFIED BY CONTRACTOR. METERS AND SERVICES NOT PRESENT OR IN THE CORRECT LOCATIONS, NEED TO BE INSTALLED BY THE CITY AT THE COST OF THE OWNER. EX METER SETS TO BE ADJUSTED TO FINAL GRADE. CONTRACTOR SHALL DIRECT THE FINAL GRADE OF METER & METER BOXES INSTALLED BY CITY, TO FOLLOW DETAIL.

WATER & SEWER CONTRACTOR SHALL CLEARLY MARK ALL WATER & SEWER SERVICE LOCATIONS. FINAL INSPECTION SHALL INCLUDE THESE MARKED SERVICES. FINAL PAYMENT WILL NOT BE MADE UNTIL SERVICES ARE MARKED.

WATER & SEWER CONTRACTOR SHALL CONSULT SEWER PROFILES AND STORM DRAIN PROFILES TO ENSURE PROPER DEPTHS OF UTILITIES TO AVOID CONFLICTS.

WATER MAIN TO BE 3' BELOW FINISHED GRADE.

ENSURE NO WATER VALVES WILL BE LOCATED IN CURB, SIDEWALKS OR STREETS. ADJUST AS NECESSARY.

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

OWNER / DEVELOPER:

RIVERWOOD HOMES LLC
1533 ENTERPRISE DRIVE
FAYETTEVILLE, AR 72703

LEGEND

- X CALCULATED POINT
- FOUND STONE
- SET IRON PIN & CAP
- △ CENTERLINE MARKER
- ⊙ NEW SEWER MANHOLE
- ⊙ NEW FIRE HYDRANT
- ⊙ STREET LIGHT
- ⊙ WATER VALVE
- ⊙ WATER FITTING
- ⊙ D.M.S. DOUBLE METER SET
- ⊙ S.M.S. SINGLE METER SET
- ⊙ STREET ADDRESS
- EXISTING S' SEWER LINE
- PROPOSED S' SEWER LINE
- EXISTING S' WATERLINE
- PROPOSED S' WATERLINE
- CENTERLINE STREET
- FRONT BUILD-TO-ZONE
- UTILITY EASEMENT
- SIDE & REAR BUILDING SETBACKS
- NEW S' SIDEWALK
- UTILITY CROSSING
- EXISTING CONTOUR
- WATER SERVICE
- SEWER SERVICE

PROJECT DETAILS

PROJECT TITLE:
THE VILLAGES OF
SLOANBROOK PHASE 2

PROJECT LOCATION:
FAYETTEVILLE, ARKANSAS

REVISIONS

DATE: 12-14-17

DATE: 10-27-17
DRAWN BY: BJR
PROJECT # 2016038
FILE PATH: Z:\SUBD\2016038\FINAL PLAT
SHEET SIZE: 22" x 34"
SCALE: 1" = 60'



SHEET TITLE

FINAL PLAT

SHEET NUMBER

C1.03

STREET RIGHT-OF-WAY & SIDEWALK TABLE				
STREET	RIGHT OF WAY	STREET WIDTH	SIDEWALK	GREENSPACE
N. POWDERHORN DRIVE	50'	28'	5'	6'
N. ANSLEY LOOP	50'	28'	5'	6'
N. BELLAMY DRIVE	50'	28'	5'	6'
N. HAWKSTONE DRIVE	50'	28'	5'	6'
N. SOUTHERN BEND	50'	28'	5'	6'
N. MACLURE WAY	50'	28'	5'	6'

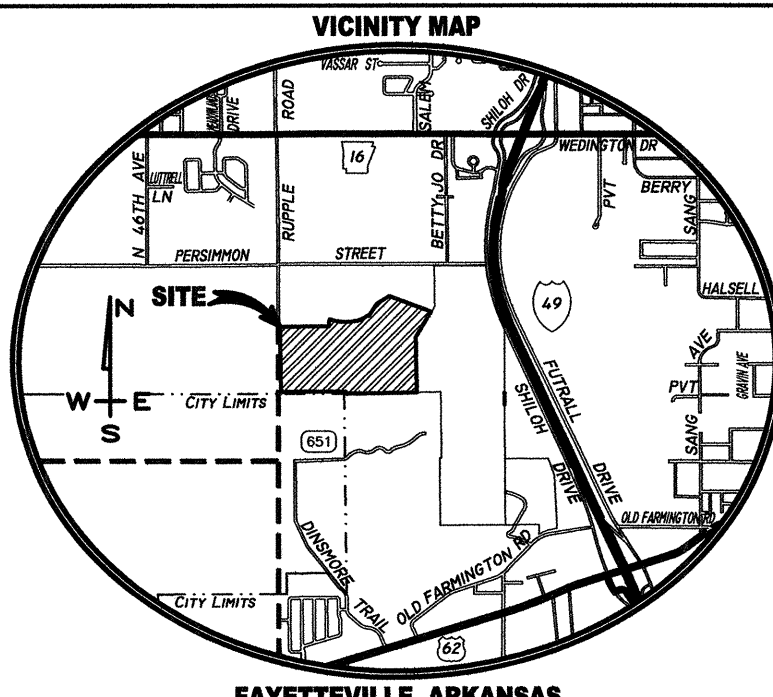
RSF-2 BUILDING SETBACKS			
FRONT	SIDE	REAR	
30'	15'	30'	

RSF-4 BUILDING SETBACKS			
FRONT	SIDE	REAR	
15'	5'	15'	

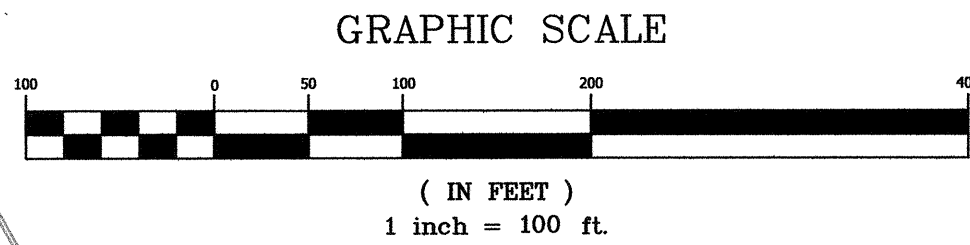
RA BUILDING SETBACKS			
FRONT	SIDE	REAR	
35'	20'	35'	

CS BUILDING SETBACKS			
FRONT	SIDE	REAR	
BTZ: 10-25'	NONE	NONE	

NO BUILDING SETBACKS			
FRONT	SIDE	REAR	
BTZ: 0-25'	5'	5'	

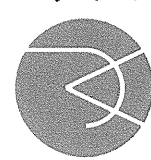


ALL LOTS MUST COMPLY WITH THE MASTER RESIDENTIAL LOT GRADING PLAN.

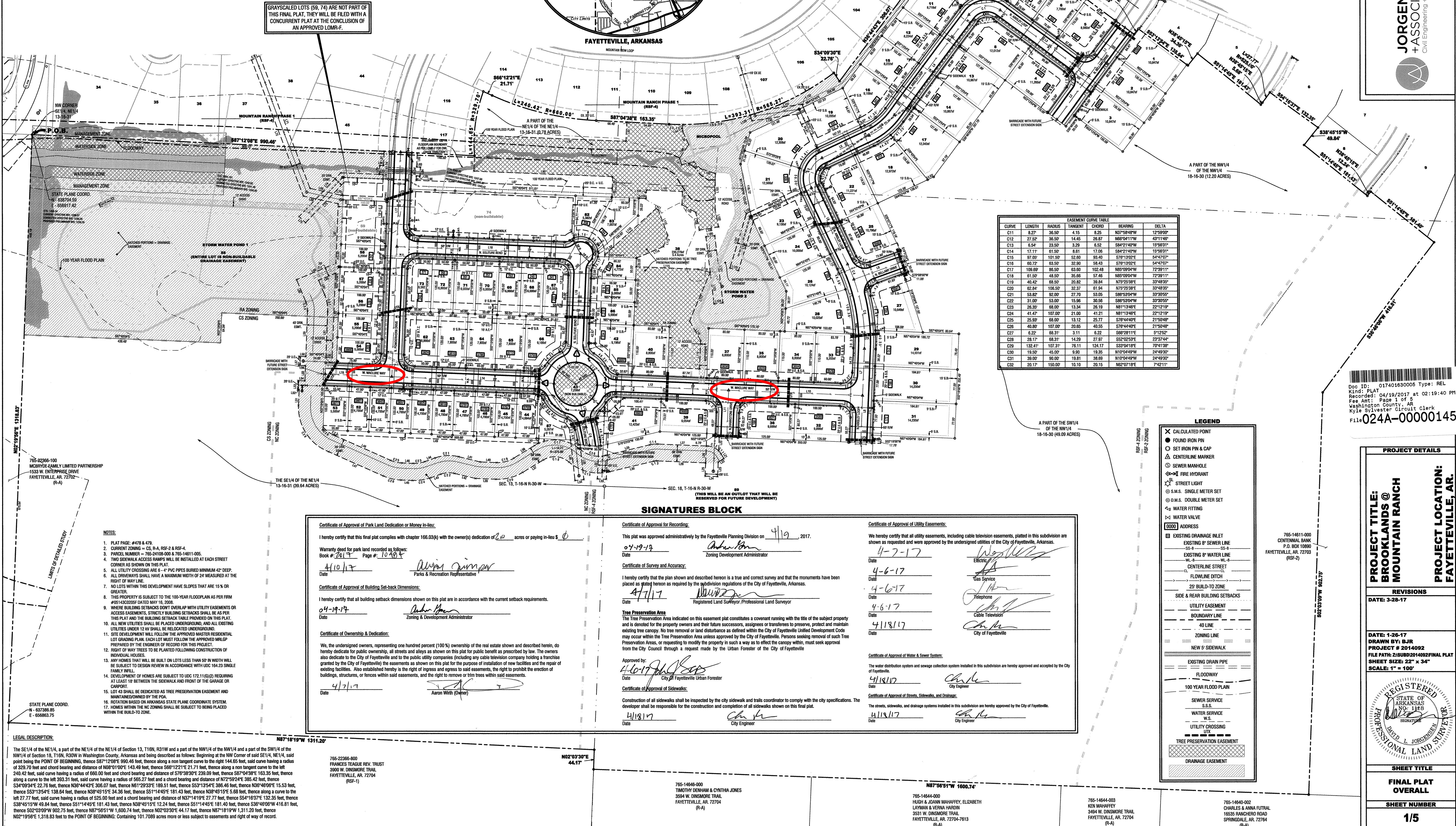


OWNER/DEVELOPER:
STRIKER DEVELOPMENT, LLC
AARON WIRTH

JORGENSEN
+ ASSOCIATES
Civil Engineering & Surveying



124 W. Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.027
Fax: 479.582.4807
www.jorgensenassoc.com



Certificate of Approval of Park Land Dedication or Money In-lieu:

I hereby certify that this final plat complies with chapter 166.03(k) with the owner(s) dedication of 2.0 acres or paying in-lieu \$ 0

Warranty deed for park land recorded as follows: Beginning at the NW Corner of said SE1/4, NE1/4, said point being the POINT OF BEGINNING, thence S87°12'08"E 990.46 feet, thence along a non tangent curve to the right 144.85 feet, said curve having a radius of 328.70 feet and chord bearing and distance of N80°01'09"E 143.49 feet, thence S86°12'21"E 21.71 feet, thence along a non tangent curve to the left 240.42 feet, said curve having a radius of 660.00 feet and chord bearing and distance of S78°38'30"E 230.09 feet, thence S87°04'38"E 163.35 feet, thence along a curve to the left 393.31 feet, said curve having a radius of 565.27 feet and a chord bearing and distance of N72°52'24"E 385.42 feet, thence S34°09'34"E 22.76 feet, thence N38°44'43"E 306.07 feet, thence N61°29'33"E 189.51 feet, thence S53°13'54"E 386.46 feet, thence N36°46'09"E 15.53 feet, thence S53°13'54"E 138.64 feet, thence N38°45'15"E 34.38 feet, thence S51°14'45"E 181.43 feet, thence N38°45'15"E 5.88 feet, thence along a curve to the left 27.77 feet, said curve having a radius of 650.00 feet and a chord bearing and distance of N31°41'09"E 27.77 feet, thence S54°18'07"E 122.35 feet, thence S38°45'15"W 48.84 feet, thence S51°14'45"E 181.43 feet, thence N38°45'15"E 12.24 feet, thence S51°14'45"E 181.40 feet, thence N38°46'09"W 416.81 feet, thence S02°03'09"W 902.75 feet, thence N87°56'51"W 1,600.74 feet, thence N02°03'30"E 44.17 feet, thence N87°18'19"W 1,311.20 feet, thence N02°19'56"E 1,318.83 feet to the POINT OF BEGINNING. Containing 101.7089 acres more or less subject to easements and right of way of record.

Book # 2017 Page # 10405

Date 4/10/17

Perkins & Recreation Representative

Certificate of Approval of Building Set-back Dimensions:

I hereby certify that all building setback dimensions shown on this plat are in accordance with the current setback requirements.

Date 04/19/17

Zoning & Development Administrator

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 4/7/17

Aaron Wirth (Owner)

SIGNATURES BLOCK

Certificate of Approval for Recording:

This plat was approved administratively by the Fayetteville Planning Division on 4/19/17.

Date 4/19/17

Zoning Development Administrator

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 shown hereon as required by the subdivision regulations of the City of Fayetteville, Arkansas.

Date 4/7/17

Registered Land Surveyor/Professional Land Surveyor

Tree Preservation Area

The Tree Preservation Area indicated on this easement plat constitutes a covenant running with the title of the subject property and is dedicated for the property owners and their future successors, assignees or transferees to preserve, protect and maintain existing tree canopy. No tree removal or land disturbance as defined within the City of Fayetteville Unified Development Code may occur within the Tree Preservation Area unless approved by the City of Fayetteville. Persons seeking removal of such Tree Preservation Areas, or requesting to modify the property in such a way as to effect the canopy within, must seek approval from the City Council through a request made by the Urban Forester of the City of Fayetteville.

Approved by: 4/19/17

Date 4/19/17

City of Fayetteville Urban Forester

Certificate of Approval of Sidewalks:

Construction of all sidewalks shall be inspected by the city sidewalk and trails coordinator to comply with the city specifications. The developer shall be responsible for the construction and completion of all sidewalks shown on this final plat.

Date 4/19/17

City Engineer

Certificate of Approval of Utility Easements:

We hereby certify that all utility easements, including cable television easements, platted in this subdivision are shown as requested and were approved by the undersigned utilities of the City of Fayetteville, Arkansas.

Date 4-7-17

Electric

Date 4-6-17

Gas Service

Date 4-6-17

Telephone

Date 4-6-17

Cable Television

Date 4/18/17

City of Fayetteville

Certificate of Approval of Water & Sewer System:

The water distribution system and sewage collection system installed in this subdivision are hereby approved and accepted by the City of Fayetteville.

Date 4/18/17

City Engineer

Certificate of Approval of Streets, Sidewalks, and Drainage:

The streets, sidewalks, and drainage systems installed in this subdivision are hereby approved by the City of Fayetteville.

Date 4/18/17

City Engineer

Doc ID: 017401630005 Type: REL
Kind: PLAT
Recorded: 04/19/2017 at 02:19:40 PM
Fee Amt: \$100.00
Washington County, AR
Kyle Sylvester Clerk
File 024A-0000145

PROJECT DETAILS

PROJECT TITLE:
BROOKLANDS @ MOUNTAIN RANCH

PROJECT LOCATION:
FAYETTEVILLE, AR.

REVISIONS

DATE: 3-28-17

DATE: 1-26-17
DRAWN BY: BJR
PROJECT # 2014092
FILE PATH: Z:\BROOKLANDS\2014092\FINAL PLAT
SHEET SIZE: 22" x 34"
SCALE: 1" = 100'

REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET TITLE

FINAL PLAT OVERALL

SHEET NUMBER

1/5



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0053

Agenda Date: 2/20/2018

Version: 1

Status: First Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-2, Residential Single Family, 2 Units per Acre to NS-G, Neighborhood Services-General.

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

City of Fayetteville Staff Review Form

2018-0053

Legistar File ID

2/6/2018

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

Garner Stoll

1/19/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-6034: Rezone (2468 N. CROSSOVER RD./JONES, 294): Submitted by JERRY JONES for properties at 2468 N. CROSSOVER RD. The properties are zoned RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contain approximately 4.40 acres. The request is to rezone the properties to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 6, 2018

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Current Planner

DATE: January 19, 2018

SUBJECT: **RZN 17-6034: Rezone (2468 N. CROSSOVER RD./JONES, 294):** Submitted by JERRY JONES for properties at 2468 N. CROSSOVER RD. The properties are zoned RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contain approximately 4.40 acres. The request is to rezone the properties to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

RECOMMENDATION:

Planning Commission recommend approval of an ordinance to rezone the subject property to NS-G, Neighborhood Services-General, as shown in the attached Exhibits 'A' and 'B'. City Planning staff recommend approval of the original request of NS-L, Neighborhood Services-Limited.

BACKGROUND:

The subject property totaling approximately 4.40 acres is located near the intersection of Crossover Road and Township Street. The parcel is zoned RSF-2, Residential Single-family, 2 Units per Acre and is mostly undeveloped, except for one existing home.

Request: The request is to rezone the parcel from RSF-2, Residential Single-family, 2 Units per Acre to NS-G, Neighborhood Services-General. The applicant stated the rezoning is needed to allow small offices to be developed on the property after unsuccessfully marketing the property for 11 years as residential. The original request before Planning Commission was for NS-L, Neighborhood Services-Limited. The request was proposed to be modified to NS-G, Neighborhood Services-General, by the Planning Commission and the applicant agreed.

Land Use Compatibility: The originally proposed zoning of NS-L is compatible with the surrounding properties along a busy state highway. Neighborhood Services-Limited contains a number of different residential and non-residential uses that are intended to be low in impact on nearby residential properties. Commercial uses will have a maximum amount of 3,000 square feet, measured as gross-floor area, allowed in one building. This maintains a bulk and area pattern language compatible with single-family detached dwellings. NS-G would move away from typologies and building footprints that could become incompatible with nearby properties by allowing commercial buildings up to 8,000 square feet in size.

Land Use Plan Analysis: Staff believes that the NS-L proposal is compatible with the goals in City Plan 2030, adopted land use policies, and the future land use designation for this location. This property, designated as a Residential Area, is intended to be residential in nature, but does encourage some commercial uses at major intersections and along connecting corridors. Furthermore, NS-L promotes traditional neighborhood development by providing services within walking distance of residents in the area and requiring new buildings be located closer to the street. NS-G would be out of context with the surrounding building scale and mass. This is in contrast to City Plan Goal #1 “We will make appropriate infill and revitalization our highest priority”.

DISCUSSION:

On January 8, 2018, the Planning Commission forwarded the proposal to City Council with a recommendation for approval of NS-G (not the applicant’s initial request for NS-L) by a vote of 7-1-0. Commissioner Brown dissented to the motion and the applicant stated agreement with the Commission’s recommendation. Significant public comment was made against the proposal citing safety, traffic, and general incompatibility. Public comment sent to the Planning Division after the Planning Commission meeting has been attached to this report.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Public Comment
- Planning Commission Staff Report

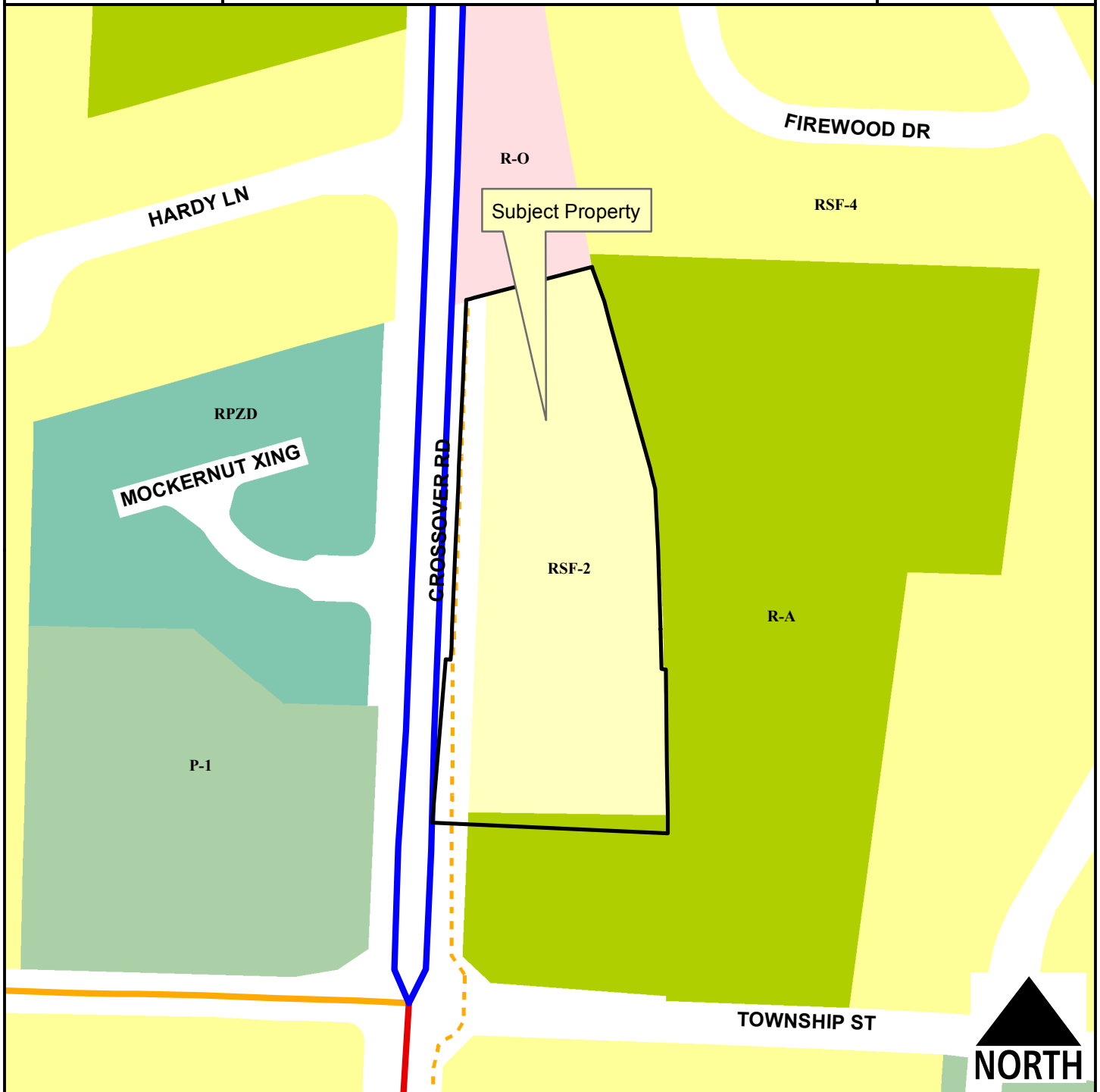
RZN17-6034

JERRY JONES

17-6034

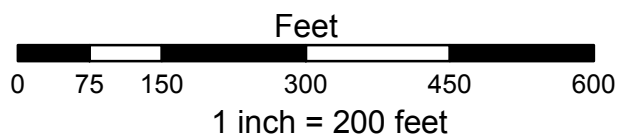
Close Up View

EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-2
- RSF-4
- Residential-Office
- Commercial, Industrial, Residential
- P-1

17-6034
EXHIBIT 'B'

REZONING APPLICATION PARCEL INFORMATION

Legal Description:

PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 29 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE RIGHT-OF-WAY OF STATE HIGHWAY #265, SAID POINT BEING 555.02 FEET EAST AND 257.3 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT. RUNNING THENCE EAST 324.56 FEET. THENCE ALONG AN EXISTING FENCELINE NORTH 3 DEGREES 32 MINUTES 17 SECONDS WEST 225.30 FEET, THENCE WEST 303.0 FEET TO A POINT ON THE RIGHT-OF-WAY OF STATE HIGHWAY #265, THENCE SOUTH 1 DEGREE 57 MINUTES WEST 225.0 FEET TO THE POINT OF BEGINNING, CONTAINING 1.62 ACRES.

AND

LOTS 001, 002, 003, 004, 005, AND 006, LYNNWOOD ESTATES, AN ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00**Sign Fee: \$5.00**

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:Indicate one contact person for this request: ☒ Applicant ☐ Representative***Applicant (person making request):***

Name: Jerry W. Jones

Lynn Rogers

Address: 2468 N. Crossover Rd.

Fayetteville, AR 72703

E-mail: wdyjerry@cox.net

Phone:

(479) 841-8748

(479) 841-8759

Fax:

()

Representative (engineer, surveyor, realtor, etc.):

Name: Rick Shelton

Address: 3589 N. College Ave

Fayetteville, AR 72703

E-mail: rick@ricksheltonrealtor.com

Phone:

(479) 530-6989

()

Fax:

(479) 444-7546

Site Address / Location: 3468 N. Crossover Rd.

Fayetteville, AR 72703

Current Zoning District: RSF-2

Requested Zoning District: NS-L

Assessor's Parcel Number(s) for subject property: 765-25915-000, 765-25916-000, 765-25917-000

765-25918-000, 765-25919-000, 765-25920-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Property Owner (Applicant) Only

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Jerry W. Jones; Lynn Rogers

Date: 12/1/2017

Signature: Jerry W. Jones Lynn Rogers

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Jerry W. Jones

Address: 2468 N. Crossover Rd.
Fayetteville, AR 72703

Signature: Jerry W. Jones

Phone:
(479) 841-8748

Date: 12/1/17

Name (printed): Lynn Rogers

Address: 2468 N. Crossover Rd.
Fayetteville, AR 72703

Signature: Lynn Rogers

Phone:
(479) 841-8759

Date: 12/1/17

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

- (5) A written description of this request addressing the following items:
- a. Current ownership information and any proposed or pending property sales.
 - b. Reason (need) for requesting the zoning change.
 - c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.
 - d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.
 - e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.
 - f. Whether the proposed zoning is justified and/or needed at the time of the request.
 - g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.
 - h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.
 - i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.
- (6) The applicant is responsible for meeting the public notification requirements for a Rezoning listed on the Notification Requirements pages in this application.

Notice: Resources including current zoning regulations, City Plan 2030, Future Land Use Plan, Master Street Plan and Zoning maps are available for review on our website, www.accessfayetteville.org and in the Planning Office.

All applicants should meet with a staff Planner prior to completing a Rezoning application.

From: [Planning](#)
To: [Davis, Harry](#)
Cc: [Curth, Jonathan](#); [Thompson, Quin](#)
Subject: FW: Oppose Rezoning 2468 N. Crossover to NS-L
Date: Tuesday, January 09, 2018 10:57:52 AM
Attachments: [image001.png](#)
[image002.png](#)

FYI

Andy Harrison

Development Coordinator
Planning Division
125 W. Mountain
City of Fayetteville, Arkansas 72701
aharrison@fayetteville-ar.gov
T 479.575.8267 | F 479.575.8202
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Klaus, Richard [mailto:klaus.ra@pg.com]
Sent: Tuesday, January 09, 2018 9:04 AM
To: Planning <planning@fayetteville-ar.gov>; Bunch, Sarah <ward3_pos2@fayetteville-ar.gov>; City_Attorney <city_attorney@fayetteville-ar.gov>; Tennant, Justin <ward3_pos1@fayetteville-ar.gov>; Garner, Andrew <agarner@fayetteville-ar.gov>
Cc: KLAUS, Andrea <klaus.am@pg.com>; Mayor <Mayor@fayetteville-ar.gov>
Subject: RE: Oppose Rezoning 2468 N. Crossover to NS-L

Dear Planning Commission, Justin, Kit, and Sarah – I am very dissapointed that the area at 2468 N. Crossover was rezoned from Residential to Neighborhood Services-General (which is even more broad then the Posted Hearing request for NS-L) at last night's Planning Commission. I strongly support maintaining the approved City Plan 2030 scope to maintain this land use as Residential.

Can you please help me to understand how this type of decision is possible when it goes against the City Plan 2030 (see Future Land Use Plan below)? If we are not going to follow the City Plan 2030, but only use it as a loose guideline, then whey was all the energy put into this by the community in 2011? This is a very slippery slope that can have much broader impacts to our community.

Kindly seeking to understand both this decision and your commitments to the City Plan 2030? Also, seeking to understand how the Planning Commission can approve a more broad rezoning when this was not even posted / communicated in advance of the Planning Commission meeting?

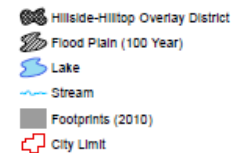
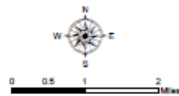
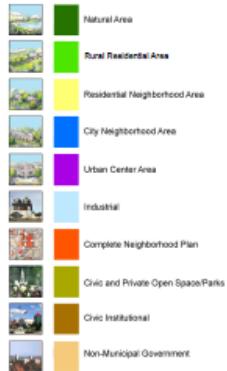
City Plan 2030

Future Land Use Plan

City of Fayetteville, AR
Adopted: July 5, 2011
Resolution No. 116-11



Future Land Use 2030 CLASS



Richard Klaus

NA Customer Supply

(513) 288-1800 Mobile | (513) 715-8058 Fax

rklaus.ra@pg.com

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From: Klaus, Richard

Sent: Monday, January 08, 2018 1:31 PM

To: planning@fayetteville-ar.gov

Cc: KLAUS, Andrea <klaus.am@pg.com>; ward3_pos2@fayetteville-ar.gov

Subject: Oppose Rezoning 2468 N. Crossover to NS-L

Planning Commission – I am writing to share my Opposition to Rezoning 2468 N. Crossover to NS-L from currently being Residential (vs. current RSF-2). I cannot attend the Planning Commission meeting today and would appreciate your inclusion of my opposition.

My opposition is based on the following:

Rezoning to NS-L is not in alignment with the City Plan 2030

1. Plan stresses an "increase in economic value" – Adding additional commercial space is not warranted based on current excess available commercial space available throughout the city (especially in the immediate area of Crossover-Joyce + Crossover-Mission). There are ~250 commercial properties available for sale or lease in Fayetteville, many in the immediate area being discussed.
2. In the 2030 Plan Residential Guiding Policies – "e. Encourage a development scale to maintain compatibility, use and proportionality between a variety of residential and nonresidential land uses." – There is sufficient non-residential space (build

and open land) available a short walking or biking distance at the Crossover intersections of Mission / Joyce with sidewalks already connecting. Adding additional commercial space between these key hubs does not meet the intent to maintain "... compatibility, use and proportionality..."

Additionally:

1. A clear plan has not been laid out for the use of this land if rezoned.
2. This topic is being revisited with the Planning Dept + Commission and has already been denied previously by the City Council.

Thank you very much for your time and consideration in this matter

Richard Kjaus

NA Customer Supply

☎ (513) 288-1800 Mobile | (513) 715-8058 Fax

✉ rkjaus.ra@pg.com

"All Pricing, Promotion and Distribution decisions are at the sole discretion of the retailer. This electronic message transmission contains information which may be confidential. The information is intended for the use of the individual or entity named above. If you are not the intended recipient and have received this electronic transmission in error, please notify sender then delete immediately."



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: January 8, 2018 **UPDATED W RESULTS**

SUBJECT: **RZN 17-6034: Rezone (2468 N. CROSSOVER RD./JONES, 294):**
Submitted by JERRY JONES for properties at 2468 N. CROSSOVER RD. The properties are zoned RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contain approximately 3.90 acres. The request is to rezone the properties to NS-L, NEIGHBORHOOD SERVICES-LIMITED.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-6034** to City Council with a recommendation for approval based upon the findings herein.

BACKGROUND:

The subject property totaling 3.90 acres is located near the intersection of Crossover Road and Township Street. The parcel is zoned RSF-2, Residential Single-family, 2 Units per Acre and is mostly undeveloped, except for one existing home. The surrounding land use and zoning is in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Residential	R-O, Residential Office
South	Residential	R-A, Residential Agricultural
East	Residential	R-A, Residential Agricultural
West	Residential; Church	R-PZD, Residential Planned Zoning District; P-1, Institutional

Request: The request is to rezone the parcel from RSF-2, Residential Single-family, 2 Units per Acre to NS-L, Neighborhood Services - Limited. The applicant stated the rezoning is needed to allow small offices to be developed on the property after unsuccessfully marketing the property for 11 years as residential.

Public Comment: Staff has not received any public comment as of writing this report.

Public comment was received prior to PC and has been attached to this report. Public comment, both prior to and at PC, was generally in opposition to the proposal for safety, traffic, and compatibility issues.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to North Crossover Road. Crossover Road is an improved four lane asphalt street with sidewalk, curb and gutter, and storm drains. A multi-use trail is planned for the east side of Crossover Road along these parcels' frontage. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the site. There is a 24-inch transmission main and 2-inch water main along the subject parcels' frontage on Crossover Road. The 24-inch line is not available for service connections, but existing hydrants on this line may be used for main extension tie-in points.
- Sewer:** Sanitary Sewer is available to the site. There is an existing 8-inch main along the subject parcels' frontage on Crossover Road.
- Drainage:** No portion of this property is identified as FEMA regulated floodplains. No part of the parcel lies within the HHOD and there are no 15% slope areas identified onsite. There are no protected streams on this parcel. There are no hydric soils identified on this parcel. Any additional improvements or requirements for drainage will be determined at time of development.
- Fire:** The Fire Department expressed no concerns with this request.
- Police:** The Police Department expressed no concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **Residential Neighborhood Area**.* These areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** The proposed zoning is compatible with the surrounding properties along a busy state highway. Neighborhood Services Limited, contains a number of different residential and non-residential uses that are intended to be low in impact on nearby residential properties. Commercial uses will have a maximum amount of gross-floor area allowed in one building. This maintains a bulk and area pattern language compatible with single-family detached dwellings. Any uses in the proposed zoning district must meet Fayetteville's noise ordinances for residential properties.

Land Use Plan Analysis: Staff believes that the proposal is compatible with the goals in City Plan 2030, adopted land use policies, and the future land use designation for this location. This property, designated as a Residential

Area, is intended to be residential in nature, but does allow for some commercial uses at major intersections and along connecting corridors. Furthermore, NS-L promotes traditional neighborhood development by providing services within walking distance of residents in the area and requiring new buildings be located closer to the street.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff does believe the applicant has given sufficient justification for rezoning the property to NS-L.

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

Finding: Rezoning the property to NS-L has the potential to increase traffic in this area as the site develops. Given the size of the property and uses allowed in NS-L districts, lower intensities of uses would not create or exacerbate dangerous traffic situations. Crossover Road (Highway 265) has been fully improved as a boulevard arterial section.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning this property from RSF-2 to NS-L would potentially increase the population density and use of city services at this location, but staff does not believe this would have a burdensome impact.

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 17-6034 to City Council with a recommendation for approval.

RECOMMENDED MOTION: "I motion to forward RZN 17-6034 to City Council with a recommendation for approval."

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 8, 2018</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Hoffman	Motion to forward to CC with a recommendation for NS-G		
Second: Quinlan			
Vote: 7-1-0	Motion passes; Commissioner Brown dissenting		

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.06, 161.18, and 162.01(L)
- Request letter
- Rezone exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map



PLANNING COMMISSION MEMO

- **161.06 - District RSF-2, Residential Single-Family - Two (2) Units Per Acre**

(A) *Purpose* . To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (1 acre and over) and areas that have developed with smaller lot sizes (8,000 square feet), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses*.

(C) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(D) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density*

Units per acre	2
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(F) *Bulk and Area Regulations*.

Lot width minimum	100 feet
Lot area minimum	17,860 square feet
Land area per dwelling unit	17,860 square feet

(G) *Setback Requirements*.

Front	Side	Rear
30 feet	15 feet	30 feet

(H) *Building Height Regulations*.

Building Height Maximum	45 feet
-------------------------	---------

Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(I) *Building Area*. None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; 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. 5462, 12-6-11; Ord. No. [5921](#), §1, 11-1-16)

• **161.18 - NS-L, Neighborhood Services - Limited**

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	Ten (10) or less
----------------	------------------

(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family	35 feet
Three or more	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height Regulations.*

Building Height Maximum	45 feet
-------------------------	---------

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. [5800](#), § 1(Exh. A), 10-6-15; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §§ 5, 6, 8, 1-17-17)



PLANNING COMMISSION MEMO

- (L) *Unit 12a. Limited Business.*

(1) *Description.* Unit 12a consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12 must be within a building containing 3,000 square feet or less excluding areas dedicated to residential uses.

(2) *Included Uses.*

Personal Services: (Maximum gross floor area of 1500 square feet)	• Day care
	• Dry Cleaning
	• Salon/Barber shop
	• Tailoring
Specialized Retail: (Maximum gross floor area of 2,000 square feet)	• Antique/home decor sales
	• Apparel
	• Art/architectural supplies
	• Bakery, Pastry shops
	• Bicycle Shops
	• Book store
	• Coffee shop
	• Delicatessen
	• Drugstore
	• Food specialty stores
	• Florist
	• Grocery
	• Hardware
	• Health food store
	• Hobby/Craft Stores
	• Ice cream
	• Meat Market
	• Restaurant/café
	• Small appliance repair
	• Stationary Store
	• Toy store
	• Video rental
Professional Offices: (Maximum gross floor area of 3000 square feet)	• Accountant
	• Architect
	• Attorney
	• Broker

	• Business/Mgmt Consultant
	• Doctor
	• Dentist
	• Engineer
	• Insurance Sales
	• Interior Designer
	• Optometrist
	• Realtor
	• Welfare agency
Studios for: (Maximum gross floor area of 3000 square feet)	• Art
	• Dance
	• Music
	• Photography
	• Pottery

From: [Garner, Andrew](#)
To: [Davis, Harry](#)
Subject: FW: Opposing rezoning 2468 N Crossover to NS-L
Date: Monday, January 08, 2018 2:00:48 PM

Harry,

Please save this email in the subject project file, forward it to the commissioners, and print hard copies to distribute to commissioners at tonight's meeting.

Thanks,
Andrew

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

From: Stoll, Garner
Sent: Monday, January 8, 2018 12:48 PM
To: Garner, Andrew <agarner@fayetteville-ar.gov>
Subject: FW: Opposing rezoning 2468 N Crossover to NS-L

fyi

From: Mayor
Sent: Monday, January 8, 2018 11:27 AM
To: Jordan, Lioneld <ljordan@fayetteville-ar.gov>
Cc: Marr, Don <dmarr@fayetteville-ar.gov>; Stoll, Garner <gstoll@fayetteville-ar.gov>
Subject: FW: Opposing rezoning 2468 N Crossover to NS-L

fyi

From: KLAUS, Andrea [<mailto:klaus.am@pg.com>]
Sent: Monday, January 08, 2018 11:22 AM
To: Mayor <Mayor@fayetteville-ar.gov>
Cc: Klaus, Richard <klaus.ra@pg.com>
Subject: Opposing rezoning 2468 N Crossover to NS-L

Mayor Jordan,

I am writing you to share my concern and opposition to rezoning 2468 N Crossover to anything besides residential.

In addition to the standard concerns about impact to area value, traffic, noise, etc...; I have 2 specific data points to share.

1. There are currently 242 commercial properties for sale or lease in Fayetteville AR. Many are already on Crossover road (or very close) at Mission, Joyce, Huntsville and Zion Rd. These are in already commercial areas. There is no reason to disrupt our residential area with that much unused commercial property currently available.
2. Risk of increased crime when mixing residential and commercial. We have already seen an increase in neighborhood crime to the point I just installed security camera's this weekend. In my research, I found a 2013 study from behavioral scientist [James Anderson](#) at RAND [that find mixing commercial with residential zones increases crime.](#) They found that zoning indeed predicted the criminal activity of a neighborhood, with residential areas safest, followed by mixed-use residential and commercial zones, followed by commercial-only places. Their findings, published in the *University of Pennsylvania Law Review* [[PDF](#)], lend support to the idea that city officials can improve the safety of a neighborhood by doing something as simple as zoning part of it for residential living.

Can I have your support on in opposing this zoning change?

We opposed this same rezoning a few years ago and it was voted down. I am disappointed this keeps coming back to the agenda.

I live in the neighborhood behind, Candlewood.

Thank you,
Andrea

Andrea Klaus
WGCT Customer Service Operations Channel Leader
479-571-5553 Work | 513-288-1600 Cell | 513-277-6900 Fax
klaus.am@pg.com

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From: [Planning](#)
To: [Davis, Harry](#)
Subject: FW: Oppose Rezoning 2468 N. Crossover to NS-L
Date: Monday, January 08, 2018 2:33:05 PM
Attachments: [image001.png](#)

Just found this.

Andy Harrison

Development Coordinator

Planning Division

125 W. Mountain

City of Fayetteville, Arkansas 72701

aharrison@fayetteville-ar.gov

T 479.575.8267 | F 479.575.8202

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Klaus, Richard [mailto:klaus.ra@pg.com]

Sent: Monday, January 08, 2018 1:31 PM

To: Planning <planning@fayetteville-ar.gov>

Cc: KLAUS, Andrea <klaus.am@pg.com>; Bunch, Sarah <ward3_pos2@fayetteville-ar.gov>

Subject: Oppose Rezoning 2468 N. Crossover to NS-L

Planning Commission – I am writing to share my Opposition to Rezoning 2468 N. Crossover to NS-L from currently being Residential (vs. current RSF-2). I cannot attend the Planning Commission meeting today and would appreciate your inclusion of my opposition.

My opposition is based on the following:

Rezoning to NS-L is not in alignment with the City Plan 2030

1. Plan stresses an “increase in economic value” – Adding additional commercial space is not warranted based on current excess available commercial space available throughout the city (especially in the immediate area of Crossover-Joyce + Crossover-Mission). There are ~250 commercial properties available for sale or lease in Fayetteville, many in the immediate area being discussed.
2. In the 2030 Plan Residential Guiding Policies – “e. Encourage a development scale to maintain compatibility, use and proportionality between a variety of residential and nonresidential land uses.” – There is sufficient non-residential space (build and open land) available a short walking or biking distance at the Crossover intersections of Mission / Joyce with sidewalks already connecting. Adding additional commercial space between these key hubs does not meet the intent to maintain “...compatibility, use and proportionality...”

Additionally:

1. A clear plan has not been laid out for the use of this land if rezoned.
2. This topic is being revisited with the Planning Dept + Commission and has already been denied

previously by the City Council.

Thank you very much for your time and consideration in this matter

Richard Klaus

NA Customer Supply

 (513) 288-1800 Mobile | (513) 715-8058 Fax

 rklaus.ra@pg.com

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The information is intended for the use of the individual or entity named above. If you are not the intended recipient and have received this electronic transmission in error, please notify sender then delete immediately."

To: Ron Autry
Chair, Fayetteville Planning Commission

From: Lowell Grisham, 310 N. Washington Ave.

Subject: Agenda Item 17-6034; 2468 N. Crossover Road

Dear Ron:

I would like to offer a personal word of confidence on behalf of Jerry Jones whose re-zoning proposal is coming to the Planning Commission at the upcoming meeting. (17-6034; 2468 N. Crossover Rd.) I've known Jerry for over 20 years. He is an active parishioner at St. Paul's Church, and we've become friends as well, making regular times for lunch visits.

I know Jerry to be an honest, conscientious man of integrity. I've been to his home several times, and I am familiar with the tract of land he wishes to re-zone. It seems to me appropriate for commercial development – professional office, etc. The property is on the divided 4-lane thoroughfare of Crossover. I can't imagine anyone wanting to build a house on that busy location.

My main purpose is not to argue the particular merits of his proposal, but just to say that Jerry is a good guy. I've found him to be trustworthy and good-hearted.

Thank you for your public service on the commission. It is a hard job. You've got my appreciation.

Gratefully,

A handwritten signature in dark ink, appearing to read 'L Grisham', written in a cursive style.

(The Rev.) Lowell Grisham
310 N. Washington Avenue

To: Neighbors of Lynnwood Estates Subdivision

From: Jerry Jones and Lynn Rogers, 2468 N Crossover Rd., Fayetteville, AR 72703

Date: December (TBD)

Re: New Zoning for Lynnwood Estates

Dear Neighbor,

My wife, Lynn, and I have decided to return to the City of Fayetteville to request rezoning of Lynnwood Estates from RSF-2 (Residential Single Family – 2 Dwellings per Acre) to NS-L (Neighborhood Services – Limited).

After visiting with the City of Fayetteville Planning Staff and our Realtor®, we believe that this is the highest and best use of the property. Our main purpose all along has been to sell lots and have beautiful homes built. We had no idea that the widening of Crossover Road would have such a negative effect on selling the property. We have had developers and potential buyers look at the property numerous times, but they have shown no interest. All say they don't feel people would want to live on the highway. We haven't even had anyone make an offer or commitment in the over 11 years we have been attempting to sell. Can you imagine trying to sell your home for that long with no success?

Lynn and I want this property to have something built on it that we can all be proud of, therefore we believe Neighborhood Services Limited will encourage professional weekday, daytime business services to locate here, such as dentists, attorneys, CPA's or a pleasant coffee shop. Offices that each of us can walk to for services that will have little to no impact on the traffic.

Please look at this rezoning request as an opportunity for all of us. We have the support of the City of Fayetteville staff, and we sincerely ask for you to support us, too. We believe when the land is sold and the development opportunities are implemented, under strict City of Fayetteville and Planning Services oversight, we will all have something to be proud of.

You will receive another letter from us about the time and place of the Planning Commission meeting to take comments from the general public. . Please call me with any questions or stop by. My mobile number is 479-841-8748. Thank you.

Highest Regards,

Your Neighbors,


Jerry Jones


Lynn Rogers

REZONING APPLICATION DETAILS

(5) a. Current ownership information and any proposed or pending property sales.

The property is currently owned by Jerry W. Jones and Lynn B. Rogers. There are no sales pending.

b. Reason (need) for requesting the zoning change.

After Highway 265 was widened, which lasted from 2011 to its October 2013, interest in building a home on the busy highway became non-existent. We have listed our property with different realty companies, with no results. Coldwell Banker has been very aggressive, but the main objection has always been that people don't want to build a home on a busy highway. Three different developers and multiple potential buyers have looked at the property. All say the highway is the problem. Pricing hasn't been an issue, but we haven't had a single offer. You can see our predicament.

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance and signage.

The property adjacent to and north of Lynnwood Estates was rezoned to RO approximately four years ago. Directly across the street is a large parcel owned by St. John's Lutheran Church. We counseled with our realtor and decided to ask the city to rezone our property from RSF-2 (2 houses per acre) to Neighborhood Services Limited. We feel this zoning will encourage weekday, daytime businesses to locate here (dentist, attorney, CPA etc.) Offices that each of us can walk to for services that will have little to no impact on traffic. The appearance of the offices will be similar to residential and the signage will meet all of the City's requirements.

d. Availability of water and sewer (state size of lines) info is available from the City Engineering Division.

Water and sewer lines are already laid on the west side of the property.

e. The degree to which the proposed zoning is consistent with land use planning objectives, principles and policies and with land use and zoning plans.

There isn't any Neighborhood Services Limited zoning within a reasonable distance of the property. This site is a beautiful setting for professional office buildings.

f. Whether the proposed zoning is justified and/or needed at the time of the request.

The area needs some professional services that are in walking distance of residents.

g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

Since the widening of Crossover Road and changing it to one-way North, the NS-Limited zoning shouldn't increase the current traffic congestion or danger.

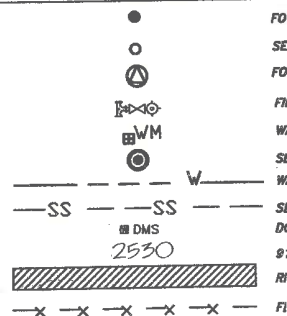
h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services, including schools, and water and sewer facilities.

Since so few buildings can be built on the limited space of 4.41 acres of Lynnwood Estates property, there should not be any load increase on public services.

i. Why would it be impractical to use the land for any of the uses permitted under its existing zoning classification?

The present zoning of RSF-2 has failed to realize a willing buyer in years of attempts, making zoning that allows for professional offices and services the only truly viable option to sell the property.

LEGEND



CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM:

I HEREBY CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND SEWAGE C INSTALLED IN THE SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE A BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE.

9/24/06 *[Signature]*
DATE CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE:

I HEREBY CERTIFY THAT THE STREET AND DRAINAGE SYSTEMS INSTALLED I FULLY MEET REQUIREMENTS OF THE CITY OF FAYETTEVILLE.

9/24/06 *[Signature]*
DATE CITY ENGINEER

CERTIFICATE OF APPROVAL OF PARK LAND DEDICATION OR MONEY IN-LIEU

I HEREBY CERTIFY THAT THIS FINAL PLAT COMPLIES WITH SECTION 159.34 OWNER(S) DEDICATION OF ACRES OR PAYING IN-LIEU \$2

WARRANTY DEED FOR PARK LAND RECORDED AS FOLLOWS:
BOOK # PAGE #

2-7-06 *[Signature]*
DATE PARKS & RECREATION REPRESENTATIVE

CERTIFICATE OF APPROVAL OF BUILDING SET-BACK DIMENSIONS:

I HEREBY CERTIFY THAT ALL BUILDING SETBACK DIMENSIONS SHOWN ON I ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.

08.24.06 *[Signature]*
DATE ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR RECORDING

THIS PLAT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION, May 11, 2006.

8/23/06 *[Signature]*
DATE SECRETARY

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEA THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS:

7-31-06 *[Signature]*
DATE REGISTERED LAND SURVEYOR / PROFESSIONAL LAND

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR P PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF F PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EX ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID I TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WI AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

8-4-06 *[Signature]*
DATE OWNER

8-4-06 *[Signature]*
DATE OWNER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE T PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE A UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

8-02-06 *[Signature]*
DATE ELECTRIC

8/2/06 *[Signature]*
DATE GAS SERVICE

8-2-06 *[Signature]*
DATE TELEPHONE

8-2-06 *[Signature]*
DATE CABLE TELEVISION

9/24/06 *[Signature]*
DATE CITY OF FAYETTEVILLE

CERTIFICATE OF APPROVAL OF SIDEWALKS:

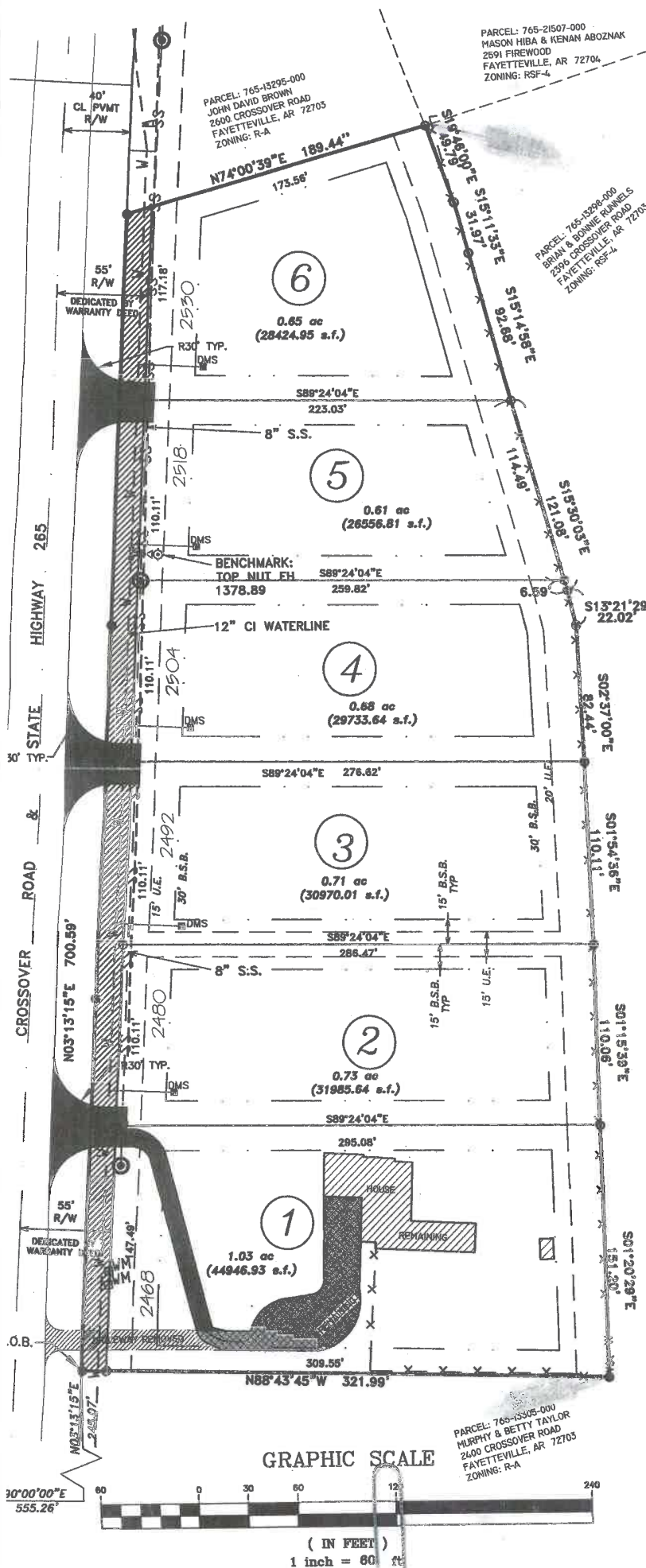
CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE DEVEL RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF ALL SIDEW FINAL PLAT

9/24/06 *[Signature]*
DATE CITY ENGINEER

CERTIFICATE OF APPROVAL OF TREE PROTECTION & PRESERVATION:

I HEREBY CERTIFY THAT THIS PLAT HAS COMPLIED WITH THE REQUIRE PROTECTION AND PRESERVATION ORDINANCE OF THE CITY OF FAYETTE

9/24/06 *[Signature]*
DATE LANDSCAPE ADMINISTRATOR

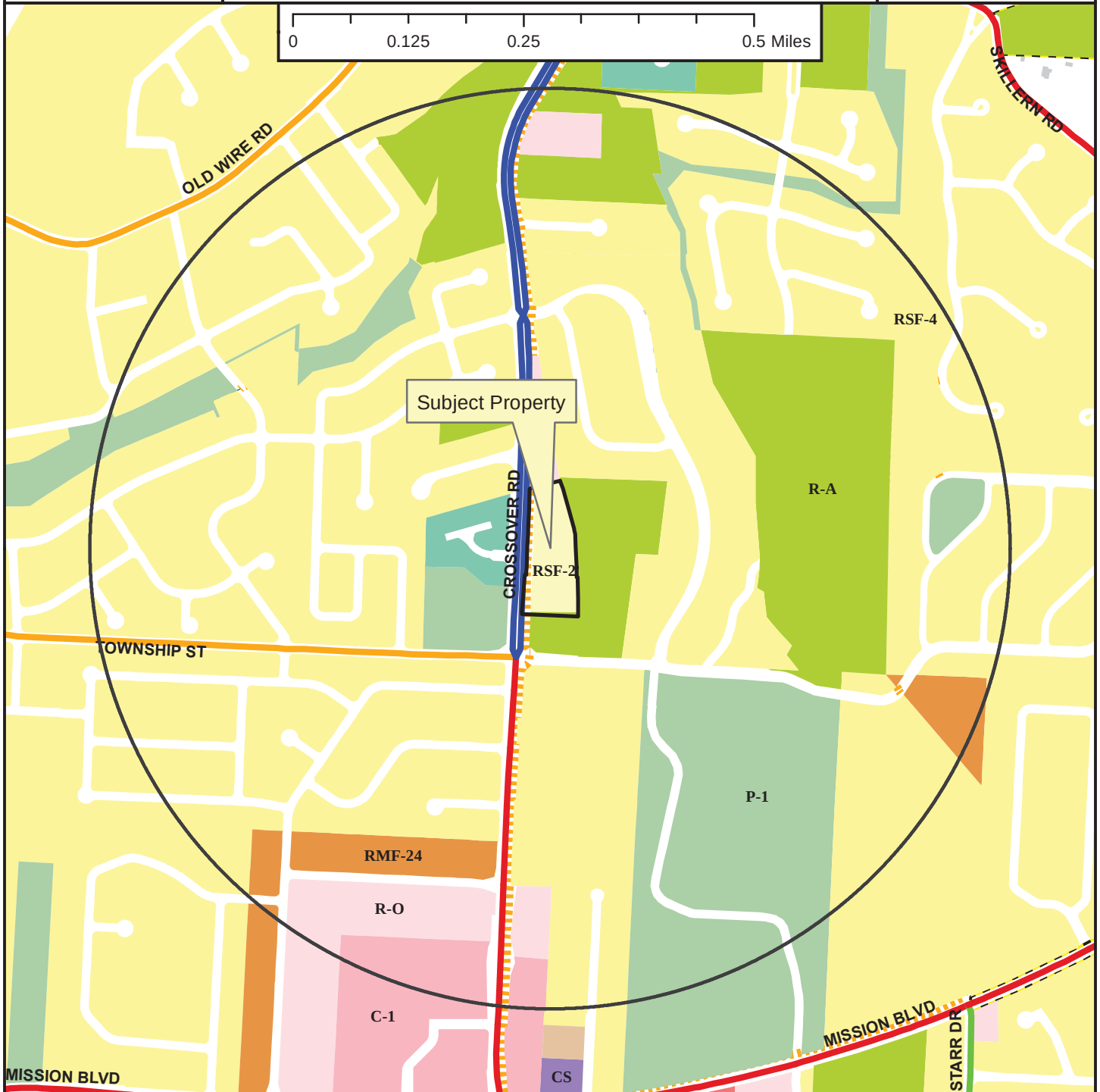
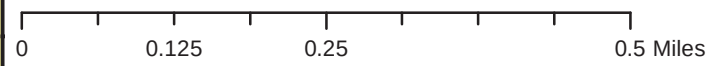


RZN17-6034

JERRY JONES

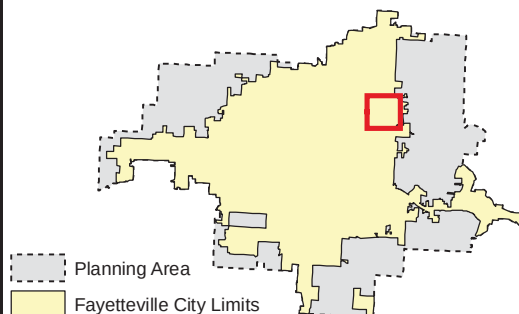


One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- | | |
|---|-------------------------------------|
| Zoning | EXTRACTION |
| RESIDENTIAL SINGLE-FAMILY | E-1 |
| Residential-Agricultural | COMMERCIAL |
| RSF-5 | Residential-Office |
| RSF-1 | C-1 |
| RSF-2 | C-2 |
| RSF-4 | C-3 |
| RSF-7 | FORM BASED DISTRICTS |
| RSF-8 | Downtown Core |
| RSF-18 | Urban Thoroughfare |
| RESIDENTIAL MULTI-FAMILY | Main Street Center |
| RT-12 Residential Two and Three-family | Downtown General |
| RMF-6 | Community Services |
| RMF-12 | Neighborhood Services |
| RMF-18 | Neighborhood Conservation |
| RMF-24 | PLANNED ZONING DISTRICTS |
| RMF-40 | Commercial, Industrial, Residential |
| INDUSTRIAL | INSTITUTIONAL |
| I-1 Heavy Commercial and Light Industrial | P-1 |
| I-2 General Industrial | |

RZN17-6034

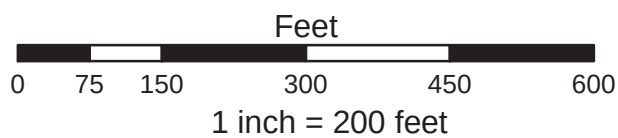
JERRY JONES

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

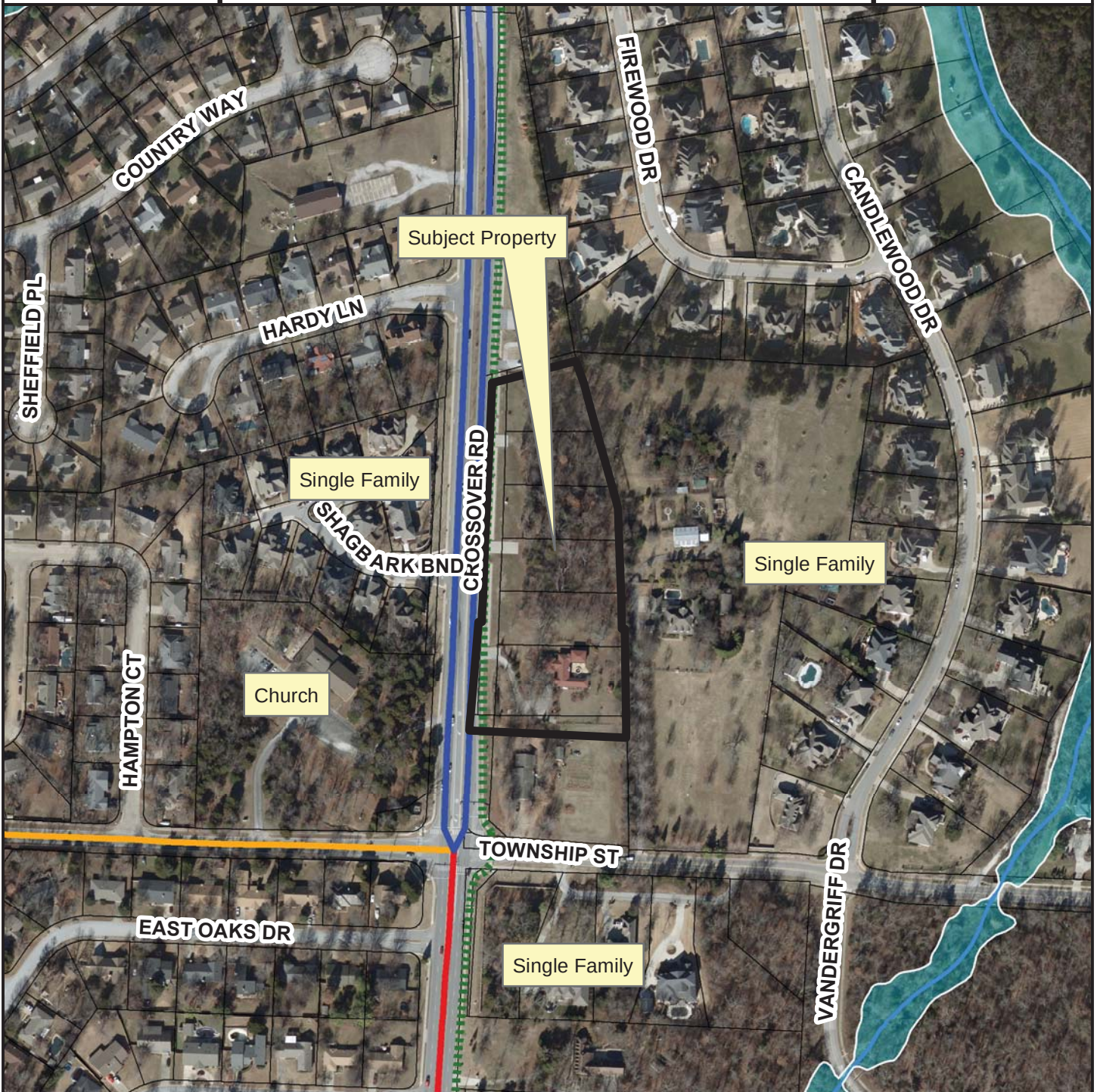


- Residential-Agricultural
- RSF-2
- RSF-4
- Residential-Office
- Commercial, Industrial, Residential
- P-1

RZN17-6034

Current Land Use

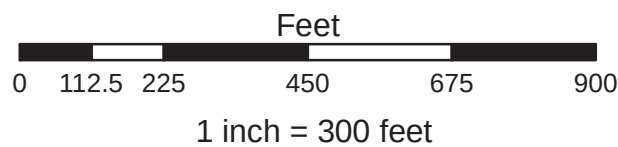
JERRY JONES



Streets Existing

MSP Class

- COLLECTOR
- PRIN ARTERIAL PKWY
- PRINCIPAL ARTERIAL
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

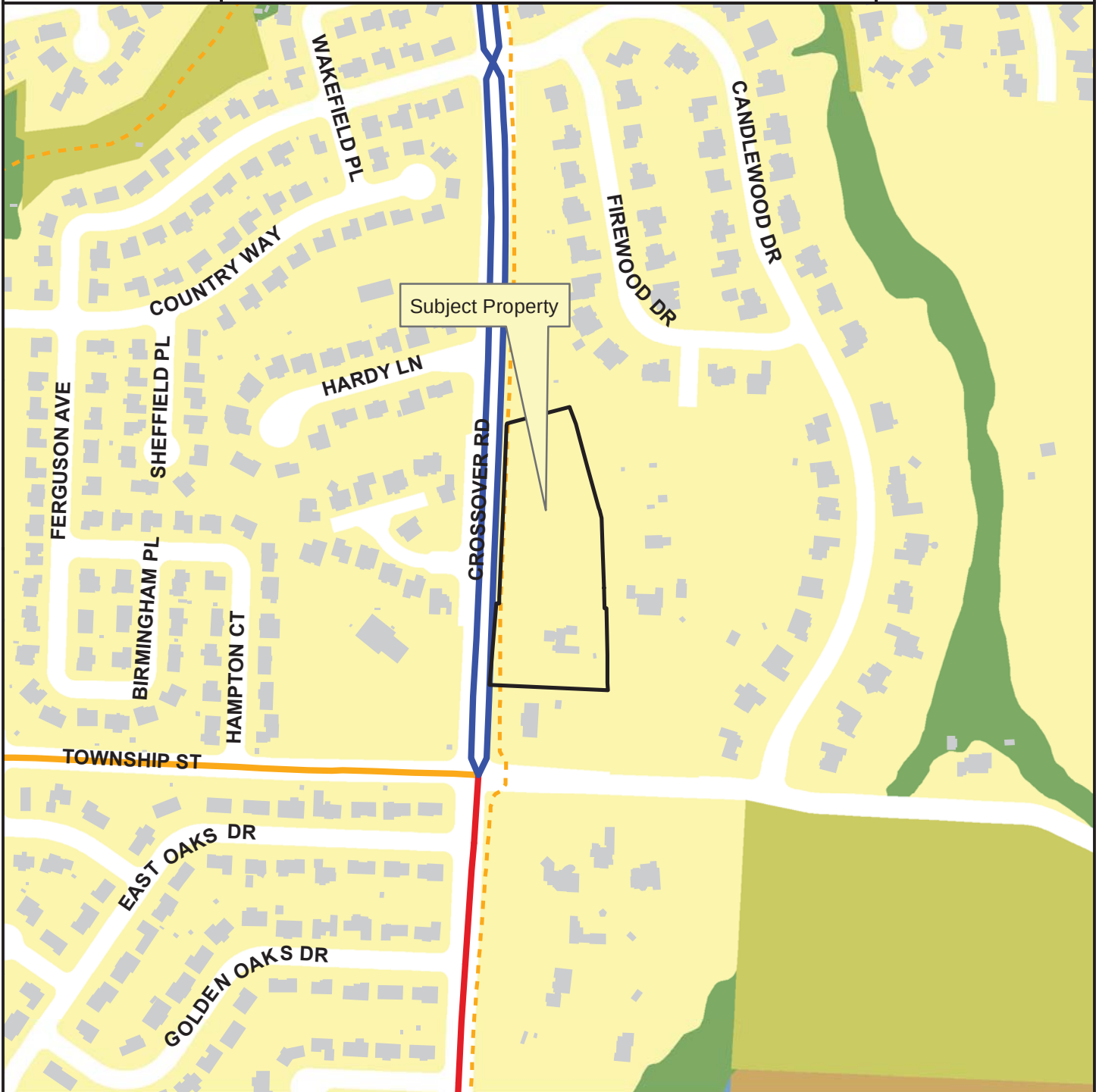
- 100-Year Floodplain
- Floodway

RZN17-6034

JERRY JONES

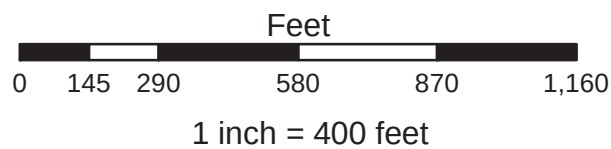


Future Land Use



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Civic and Private Open Space/Parks
- Civic Institutional



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0105

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

CENTENNIAL OPEN SPACE ACQUISITION:

A RESOLUTION TO APPROVE THE ATTACHED REAL ESTATE CONTRACT IN WHICH CENTENNIAL BANK AGREES TO SELL AND CONVEY TO THE CITY OF FAYETTEVILLE APPROXIMATELY 228 ACRES PURSUANT TO A SPECIAL WARRANTY DEED FOR \$3,302,250.00, TO AUTHORIZE MAYOR JORDAN TO APPLY FOR AND ACCEPT A GENEROUS 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION FOR THIS ACQUISITION, TO AUTHORIZE MAYOR JORDAN TO ENTER INTO A NO INTEREST FIVE YEAR LOAN FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,651,125.00 AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

WHEREAS, the Walton Family Foundation has generously offered the City of Fayetteville a 50/50 matching grant to assist the City to obtain parcels of land containing about 228 acres known as portions of Mountain Ranch; and

WHEREAS, Centennial Bank has agreed to sell and convey marketable title to these parcels for a total sale price of \$3,302,250.00; and

WHEREAS, these parcels will be primarily used as parkland for mountain biking and hiking trails and accessory uses with efforts to eventually connect these parcels to Kessler Mountain Regional Park and possibly other city property to both preserve much of the natural scenic beauty of these areas and to create an unsurpassed mountain biking destination and experience.

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 the attached Real Estate Contract with Centennial Bank to purchase about 228 acres for a price of \$3,302,250.00 and authorizes Mayor Jordan to sign this Contract.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to apply for and accept a generous 50/50 matching grant from the Walton Family Foundation to enable the City to afford to acquire these 228 acres by furnishing about \$1,661,215.00 of the purchase price.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a no interest loan in the amount of about \$1,651,125.00 from the Walton Family Foundation to be paid back within five (5) years with the first \$275,187.50 payment due upon closing of the property and authorizes Mayor Jordan to execute all necessary documents for this loan.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby approves an attached budget adjustment necessary for accepting the grant and paying for the purchase of these 228 acres.

City of Fayetteville Staff Review Form

2018-0105

Legistar File ID

2/20/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Devin Howland

2/2/2018

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION AUTHORIZING MAYOR JORDAN TO APPLY FOR AN ACCEPT A 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION AND ENTER INTO A \$3,302,250 PURCHASE CONTRACT WITH CENTENNIAL BANK TO ACQUIRE 228 ACRES OF "CENTENNIAL OPEN SPACE" AS DESCRIBED HEREIN, AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

1010.090.6600-5805.00

Land Acquisition

Account Number

Fund

18023

Mountain Ranch Land Acquisition

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 3,312,340.00

Budget Adjustment Attached? Yes

Budget Adjustment

Remaining Budget

\$ (3,312,340.00)

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
DATE: February 2, 2018
SUBJECT: Centennial Open Space Acquisition

RECOMMENDATION:

The City Staff recommends that the City Council of the City of Fayetteville authorize Mayor Jordan to formally apply for and accept a 50/50 matching grant as well as a Program Related Investment Loan for the City's portion of the match from the Walton Family Foundation, subject to the terms herein; enter a contract agreement with Centennial Bank to purchase approximately 228 acres for \$3,302,250.

BACKGROUND:

The Centennial Open Space Property (Mountain Ranch) is one of the larger tracks of minimally disturbed forest within the City of Fayetteville's municipal limits that has yet to be preserved. The property, which is located within the Hillside-Hilltop Overlay District, is situated adjacent to I-49 and sits just a few miles north of the Kessler Mountain Regional Park and west of Markham Hill. Mountain Ranch can currently be accessed via W Old Farmington Road, west of I-49. The property is currently owned by Centennial Bank, and there are currently no active uses on the property.

The property's slopes provide a significant view shed for the City of Fayetteville, its heavily timbered topography makes it a perfect opportunity for citizens from the region and beyond to engage in recreational opportunities such as mountain biking and hiking. Mountain Ranch's centric location to Mount Kessler and Markham Hill makes it an ideal asset to be placed under the protection of the public domain.

The City of Fayetteville would like to work alongside the Walton Family Foundation to engage in the purchase of the 228-acre Centennial Open Space property from private ownership to permanently place this asset in the public domain. Our vision is to form partnerships with existing outdoor and recreational organizations to develop a new network of recreational opportunities such as mountain biking and hiking through the development of a series of single track and soft trails on the property. We plan to use these partnerships to develop the design, construction, and long-term maintenance of the Centennial Open Space Trail system for recreational use. The acquisition of the Centennial Open Space property not only expands

Fayetteville's bright track record of preservation of the environment for future generations, but also compliments our goal of stewardship and the promotion of an active and healthy lifestyle. Mountain biking has become a major tourism driver for Northwest Arkansas in recent years. From Mount Kessler to Slaughter Pen in Bentonville, its inarguable that this growing sport has impacted not only the quality of life in Northwest Arkansas residents, but also the regional economy through tourism. Mountain Ranch offers a wide array of slopes and contours, making it an ideal location for a new network of mountain biking trails that will complement and stand out from the regions existing offerings.

One the primary reasons the acquisition makes sense for the City is the proximity of the Centennial Open Space property to other mountain biking opportunities throughout the region. Expanding mountain biking and hiking opportunities to include an additional 228 acres of natural space creates a place unlike many others in the region and state. Expanding the City's programmed recreational space to include an additional 228 acres of single track and soft trails will create a mountain biking environment unrivaled in the rest of the region. Acquisition of the property will also allow several connections to our existing multi-use trail system, connecting citizens and tourists to the property through alternative modes of transportation.

ECONOMIC BENEFITS:

The acquisition of the Centennial Open Space property will have a positive economic impact on the City of Fayetteville beyond the economic impact of initial construction, which will become a one-time stimulus of economic activity. The ongoing use of the park will generate a far greater impact through mountain biking tourism as well as hosting mountain biking races. The property is highly visible and accessible from I-49 to residents and tourist alike. Currently, Fayetteville boast several mountain biking facilities throughout the City. The Centennial Open Space property's centric location to Mount Kessler and Markham Hill will enable a network of Mountain Biking Facilities connected through the City's trail system, to be accessed by both residents and tourist, all without the use of motor vehicles.

Beyond the City's commitment to building an enduring green network and a robust trail system, for which Fayetteville and Northwest Arkansas are becoming nationally recognized, the opportunity to utilize this critical piece of property for soft-surface trail development is the primary reason why this is a key economic development investment for the City of Fayetteville. The Walton Family Foundation has funded a master plan for future trail development on the property, and an initial draft of the master plan envisions a looped trail system that can be used for National Interscholastic Cycling Association events, or other similar events. In the realm of Mountain Bike racing, it's often difficult to develop a track which enables staging of volunteers, spectators, and racers, all the while giving them a view of the races. The cleared top of the property make it an ideal location for a track of this type. The trails developed would be able to be utilized by the public and tourists, as well as programmed racing events, drawing hundreds of people to Fayetteville to experience this unique trail typology. Furthermore, this type of Mountain Biking facility will set Fayetteville apart from the types of bicycling facilities that have been built in Northwest Arkansas.

The ability to host Mountain Biking events, coupled with the uniqueness of the looped track system in the center of the City, is where the primary economic benefits of this project come from. The outdoor recreation sector is often an overlooked economic giant in the United States, with expenditures exceeding \$646 billion annually, and per the International Mountain Biking Association (IMBA), mountain biking serves as a strong component of this segment of the economy. The economic benefits of bicycling tourism have been well noted in several publications, *The Economic Impact of Bicycling in Wisconsin* reports that the annual economic impact cyclist have on the local economy is nine-times the amount of the one-time expenditure of public funds to acquire and develop the facilities. The report also notes bicycle tourist stay in an area 3 to 4 days longer than a traditional tourist. The growing trend of mountain biking goes well beyond Northwest Arkansas, with an estimated 27 million travelers taking bicycle related vacations in the past five years. A strategic investment of this type which will attract more tourist to Fayetteville and will have a positive impact on our local hotels, restaurants, and retailers. The report cited 40% of businesses located near bicycle facilities reported increased business because of the facilities. Lastly, a development of this caliber will also have a positive impact on property values, with the same study reporting that properties located near trails or bicycling facilities selling for an average of 9% more than their counterparts not located near bicycling facilities.

The Walton Family Foundation commissioned a research project to quantify the economic and health benefits of bicycling in Northwest Arkansas. Fayetteville's bicycling participation rate well exceeded the United States benchmark of 29%, and is higher than the participation rate of the NWA region. Their findings also indicated that the availability of paved and natural surface trails have become a key factor that is considered when residents and skilled workers in NWA are deciding where to live. The study also found that 43% of NWA residents are willing to pay more each year to live close to bicycle facilities and the 55% of skilled workers in NWA indicated a willingness to pay more for proximity to bicycle facilities. Regionally, half of the businesses surveyed indicated that bicycle facilities had a positive impact on their business and that they received economic benefit due to cycling tourism.

PROPOSAL:

This property is a priority acquisition given it's environmental, economic, and social benefits for the City of Fayetteville coupled with the opportunity to leverage grant funding from the Walton Family Foundation to assist with the purchase. The environmental benefits are numerous, the preservation of 200 acres of trees enhances our enduring green network and secures carbon sequestration of 25,000 metric tons of carbon dioxide (MTCO₂), which is the equivalent of 61 million miles driven in an average passenger vehicle. Preservation of this parcel would help the City of Fayetteville make measurable steps in reaching the Greenhouse reduction goals adopted in the Energy Action Plan. Tree preservation of this scale will also assist with the reduction of urban heat islands and the production of oxygen. Furthermore, preservation of the property can help mitigate regional storm water issues while maintaining water quality, the property in question is in the Illinois River watershed and falls within the Hillside-Hilltop Overlay District.

The property has a myriad of social benefits for Fayetteville residents as well. In addition to the fore mentioned environmental and economic benefits, the Centennial Open Space property will provide an additional venue for mountain biking, hiking, and other recreational wellness activities. The Walton Family Foundation funded Trails Master Plan for the property is also exploring ways to connect the property to other green spaces throughout the City. The acquisition is part of a larger envisioned trail network that connects Kessler Mountain, the University of Arkansas and other open spaces through a network of neighborhood greenways, soft surface trails, parks, and protected green corridors. The proximity of the property to the Boys and Girls Club and Owl Creek School provides the opportunity to expand the 'Bikes in Schools' program and host National Interscholastic Cycling Association events.

The City of Fayetteville has obtained approval from the Walton Family Foundation to formally apply for and accept a grant of \$1,661,214.60 and formally apply for and accept a program related investment loan of \$1,651,125 with no interest, to be paid back over a five-year period. Formal application for the grant and loan requires City Council approval in the form of a Resolution, which is part of Staff's current request. Walton Family Foundation Grants are based upon Output and Outcome Performance Measures, which the City must accept to access grant and program related investment funding. The Outputs and Outcomes can be more fully reviewed in the attachments to this memo, general terms can be reviewed below:

Outputs:

- The City will execute a purchase agreement for the acquisition of the subject 228 acres known as tracts 4, 5, 6, & 7 of Mountain Ranch owned by Centennial Bank.
- With the grant agreement, the City will support and allow for at least 8-10 miles of natural surface trails for use by hikers, bikers, and runners to be constructed on the acquired property in the future in accordance with a WFF prepared trail master plan, submitted for review and approval under separate cover.
- The City will fully acquire and take ownership of the property.
- The City will permanently place the 228 acres in the public domain and preserve the land as greenspace/open space in perpetuity, sufficiently allowing for natural surface and greenway trail development and other open space amenities typical for a park or open space.

Outcomes:

- The City will agree to contribute funding for the property acquisition through a program related investment loan from the Walton Family Foundation in the amount of \$1,651,125 to be paid back over a maximum five-year period in equal installments of \$275,187.50.
- The City will commit to maintain the property and to maintain and operate all future greenway and natural surface trails on the property to the same standard as outlined in the Razorback Regional Greenway operations and management plan as well as the guidelines listed in the IMBA "Guide to Sweet Single-track" and "Managing Mountain Biking" handbooks.
- The City will amend its master trails plan to incorporate a future greenway trail linkage to the property.

The City is very interested in acquiring this property to expand mountain biking opportunities, preserve a significant view shed, and protect the Centennial Open Space property for future generations, and support from the Walton Family Foundation is a pivotal element in doing so. More importantly, we believe that the use of the property enhances the quality of life for residents of Northwest Arkansas by providing an additional venue for mountain biking, hiking, and other recreational and wellness activities. Together, we believe these elements fit the goals of City Plan 2030 and the Fayetteville First Economic Development Plan, specifically assembling an enduring green network and continuing to improve on the outstanding lifestyle quality in Fayetteville.

BUDGET/STAFF IMPACT:

The overall budget for this acquisition is \$3,312,339.60. The City's match of \$1,651,125.00 will be paid back over a five-year period beginning in April of 2018 at a rate of \$275,187.50 annually with no interest. A payment of \$275,187.50 will also be due at the closing of the property. A matching grant from the Walton Family Foundation in the amount of \$1,661,214.60 will fund the remainder of the acquisition. One of the terms of the grant, noted in the outputs section of this memo, is the construction of the trails in the forthcoming Master Plan for the site, as budget and capital permits.

Attachments:

Attachment A: Letter of Intent to Walton Family Foundation
Attachment B: Walton Family Foundation Grant Application
Attachment C: Walton Family Foundation Grant Award Letter
Attachment D: Walton Family Foundation PRI Loan Letter
Attachment E: Walton Family Foundation PRI Loan Agreement
Attachment F: Map of Centennial Open Space Property
Attachment G: Map of Centennial Open Space Property with existing and planned trails
Attachment H: Mountain Biking Trails Master Plan Concept for Centennial Open Space Property
Attachment I: Offer Letters
Attachment J: Land Sale Contract with Centennial Bank

Centennial Open Space Land Purchase: Letter of Intent

Intent

This letter is being sent to the Walton Family Foundation, care of Program Officer Jeremy Pate, to gauge the interest and alignment of principals between the City of Fayetteville and Walton Family Foundation in the mutual goal of acquiring and preserving approximately 228 acres of greenspace located in southeast Fayetteville, hereafter referred to as "Mountain Ranch."

The Mountain Ranch Property is one of the largest tracks of minimally disturbed forest within the City of Fayetteville's municipal limits that has yet to be preserved. The property is situated adjacent to I-49 and sits just a few miles north of the Kessler Mountain Regional Park and west of Markham hill. Mountain Ranch can currently be accessed via W Old Farmington Road, west of I-49. The property is currently owned by Centennial Bank, and there are currently no active uses on the property.

Mountain Ranch has long been viewed as an asset to our community. Its slopes provide a significant view shed for the City of Fayetteville, its heavily timbered topography makes it a perfect opportunity for citizens from the region and beyond to engage in recreational opportunities such as mountain biking and hiking. Mountain Ranch's centric location to Mount Kessler and Markham Hill makes it an ideal asset to be placed under the protection of the public domain.

Concept Vision

The City of Fayetteville would like to work alongside the Walton Family Foundation to engage in the purchase of the 228-acre Mountain Ranch property from private ownership to permanently place this asset in the public domain. Our vision is to form partnerships with existing outdoor and recreational organizations to develop a new network of recreational opportunities such as mountain biking and hiking through the development of a series of single track and soft trails on the property. We plan to use these partnerships to develop the design, construction, and long-term maintenance of the Mountain Ranch Trail system for recreational use. The acquisition of Mountain Ranch not only expands Fayetteville's bright track record of preservation of the environment for future generations, but also compliments our goal of stewardship and the promotion of an active and healthy lifestyle.

Mountain biking has become a major tourism driver for Northwest Arkansas in recent years. From Mount Kessler to Slaughter Pen in Bentonville, its inarguable that this growing sport has impacted not only the quality of life in Northwest Arkansas residents, but also the regional economy. Mountain Ranch offers a wide array of slopes and contours, making it an ideal location for a new network of mountain biking trails that will complement the regions existing offerings.

One the primary reasons the acquisition makes sense for the City is the proximity of Mountain Ranch to other mountain biking opportunities throughout the region. Expanding mountain biking and hiking opportunities to include an additional 228 acres of natural space creates a place unlike many others in the region and state.

Concept Proposal

As mentioned, this letter is to solicit comment and gauge the interest of a land preservation partnership with the City of Fayetteville and Walton Family Foundation taking the primary leadership roles. The City of Fayetteville would be willing to own and permanently maintain the property as public park property.

We would look to secure approval from the Fayetteville City Council in regards to the financial proposal outlined below.

If the Walton Family Foundation is interested in considering a grant opportunity to acquire the Mountain Ranch property, the City of Fayetteville would propose to finance its portion of the purchase of the property over a ten-year-period through a program-related investment in the form of a loan. The City of Fayetteville has successfully acquired several tracts of land for similar purposes using this model of public-private partnerships, as well as land purchases with a 5-10 year financing period. We would ask the Walton Family Foundation staff to assist in finalizing negotiations for the purchase, to work with the City and Centennial Bank for potential tax benefits to the seller, given the future use of the land for public purposes as permanently preserved parkland.

The City of Fayetteville would like to propose the following funding option for the Walton Family Foundation's consideration. A grant from the Walton Family Foundation in the amount of \$1,661,214.60 which represents 50% of the purchase price. With the City's matching portion being \$1,651,125 through a program-related investment loan, with no interest, to be paid back over a 5-year period in five equal payments of \$275,187.50 with an additional payment of \$275,187.50 being due at the close of the property. Furthermore, as previously stated, the City of Fayetteville would agree to design, construct, and maintain a series of mountain biking trails throughout the 228-acre parcel in the future as budgets, capital, and spending permits.

Concept Benefits

The City is very interested in acquiring this property to expand mountain biking and hiking opportunities, preserve a significant view shed, and protect Mountain Ranch for future generations, and believes that a partnership with the Walton Family Foundation is a pivotal element in gaining support for doing so. More importantly, we believe that the use of the property enhances the quality of life for residents of Northwest Arkansas by providing an additional venue for mountain biking, hiking, and other recreational and wellness activities. Together, we believe these elements fit the mission of the Walton Family Foundation's Strategic Plan.

Contact

The City of Fayetteville's contact persons for this proposal are Don Marr, Chief of Staff, and Devin Howland, Economic Vitality Director. Both individuals will serve as the primary points of contact for any discussions or questions you may have regarding this concept proposal. Should the Foundation be interested in engaging in discussion or have questions over the next few months, the timing of these discussions and any future decisions can be jointly decided to the mutual benefits of all partners.

Don Marr

Chief of Staff for Mayor Lioneld Jordan

479.575.8330

dmarr@fayetteville-ar.gov

Devin Howland

Director of Economic Vitality

479.601.7860

dhowland@fayetteville-ar.gov

WALTON FAMILY FOUNDATION



Walton Family Foundation Grant Application

Name of Organization: City of Fayetteville

Name of Project/Proposal: Centennial Open Space Acquisition

By submitting this request for funding, the requesting organization acknowledges that The Walton Family Foundation has not previously made any promise to provide the funding requested herein and that the requesting organization has not relied to its detriment upon any statement by The Walton Family Foundation or its representatives to obtain the funding requested herein. The requesting organization further acknowledges that any approval of its grant proposal will be communicated only by, and is contingent upon execution of, a written grant agreement between the requesting organization and the Foundation signed by the Foundation's Executive Director.

Organization Name:	City of Fayetteville		
Organization Address:	113 W. Mountain Street Fayetteville, AR 72701		
Organization Telephone:	479-444-3471		
Tax ID Number:	Government Entity		
Head of Org/Authorized Signatory:	Lioneld Jordan		
Signatory Address (if different than above):			
Head of Org Email:	Mayor@fayetteville-ar.gov		
Key Contact:	Devin Howland		
Key Contact email:	dhowland@fayetteville-ar.gov		
Key Contact phone:	479.575.8221		
Project Name:	Centennial Open Space Acquisition	Proposal Date:	12/21/2017
Total Requested:	\$3,312,340.00		
Grant Period:	From 2/1/2018 To 6/1/2027		

WFF Program Officer:	Jeremy Pate

1. Request/Purpose of Grant

Briefly summarize the purpose and need for the project/program, the requested amount, and any requested terms (such as multiple years or matching). The budget template attached is the location for detailed financial information. This space is really just an abstract of the proposal.

The purpose of the grant is to support the City of Fayetteville in the acquisition of approximately 228 acres located in southeast Fayetteville known as Mountain Ranch. The purchase of this property from private ownership will permanently place this asset in the protected public domain. This grant is more fully described in Grantee's letter of intent, which is enclosed with this grant application. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. Background

Include a basic description and history of the organization (2-3 paragraphs). Please also note the other organizations with which you are collaborating.

The Mountain Ranch Property is one of the largest tracks of minimally disturbed forest within the City of Fayetteville's municipal limits that has yet to be preserved. The property is situated adjacent to I-49 and sits just a few miles north of the Kessler Mountain Regional Park and west of Markham hill. Mountain Ranch can currently be accessed via W Old Farmington Road, west of I-49. The property is currently owned by Centennial Bank, and there are currently no active uses on the property.

Mountain Ranch has long been viewed as an asset to our community. Its slopes provide a significant view shed for the City of Fayetteville, its heavily timbered topography makes it a perfect opportunity for citizens from the region and beyond to engage in recreational opportunities such as mountain biking and hiking. Mountain Ranch's centric location to Mount Kessler and Markham Hill makes it an ideal asset to be placed under the protection of the public domain.

The City of Fayetteville would like to work alongside the Walton Family Foundation to engage in the purchase of the 228-acre Mountain Ranch property from private ownership to permanently place this asset in the public domain. Our vision is to form partnerships with existing outdoor and recreational organizations to develop a new network of recreational opportunities such as mountain biking and hiking through the development of a series of single track and soft trails on the property. We plan to use these partnerships to develop the design, construction, and long-term maintenance of the Mountain Ranch Trail system for recreational use. The acquisition of Mountain Ranch not only expands Fayetteville's bright track record of preservation of the environment for future generations, but also compliments our goal of stewardship and the promotion of an active and healthy lifestyle.

Mountain biking has become a major tourism driver for Northwest Arkansas in recent years. From Mount Kessler to Slaughter Pen in Bentonville, its inarguable that this growing sport has

impacted not only the quality of life in Northwest Arkansas residents, but also the regional economy. Mountain Ranch offers a wide array of slopes and contours, making it an ideal location for a new network of mountain biking trails that will complement the regions existing offerings.

One the primary reasons the acquisition makes sense for the City is the proximity of Mountain Ranch to other mountain biking opportunities throughout the region. Expanding mountain biking and hiking opportunities to include an additional 228 acres of natural space creates a place unlike many others in the region and state.

3. Output and Outcome Performance Measures

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Centennial Open Space Acquisition		
Outputs		
The City will execute a purchase agreement for the acquisition of the subject 228 acres known as tracts 4, 5, 6, & 7 of Mountain Ranch owned by Centennial Bank.	3/1/2018	Copy of the executed purchase agreement
With the grant agreement, the City will support and allow for at least 8-10 miles of natural surface trails for use by hikers, bikers and runners to be constructed on the acquired property in the future in accordance with a WFF-prepared trail master plan, submitted for review and approval under separate cover.	3/31/2018	Letter from Mayor
The City will fully acquire and take ownership of the property.	4/15/2018	Copy of recorded deed
The City will permanently place the 228 acres in the public domain and preserve the land as greenspace/open space in perpetuity, sufficiently allowing for natural surface and greenway trail development and other open space amenities typical for a park or open space.	6/1/2018	Letter from the mayor and/or resolution
Outcomes		
The City will agree to contribute funding for the property acquisition through a program related investment loan from the Walton Family Foundation in the amount \$1,651,125 to be paid back over a maximum five-year period in equal installments of \$275,187.50.	3/31/2018	Signed loan agreement
The City will commit to maintain the property, and to maintain and operate all future greenway and natural surface trails on the property to the same standards as outlined in the Razorback Regional Greenway operations and management plan as well as the guidelines listed in the	4/15/2018	Letter from Mayor

IMBA "Guide to Sweet Single-track" and "Managing Mountain Biking" handbooks.		
The City will amend its master trails plan to incorporate a future greenway trail linkage to the property.	6/1/2018	Program records

4. Evaluation of Proposed Project

Please describe how you will evaluate the project moving forward. You do not need to restate what is in section 3. Here you only say how the information will be collected.

Grantee will provide the Foundation with a final financial and narrative report by March 31, 2018. This report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant). Success will be measured against the outputs and outcomes described above.

If an external third party evaluation will be completed, describe their evaluation plan.

5. Financial Information/Sustainability

Also, please briefly describe the plan to make the project or organization sustainable after the grant period (if applicable).

The City of Fayetteville's Parks and Recreation Department shall maintain the completed mountain biking trail network along with the entire 228 acres of parkland following the completion of the project.

6. Board Members

Please provide us with a list of your organization's board members.

7. Management/Key People Involved

Project and Organization Management – List the 1-3 people involved in managing the project and give 2-4 sentence bios

- Don Marr, Chief of Staff: Mr. Marr served on the Fayetteville Planning Commission from 1996-2001 and as Council Member on the Fayetteville City Council from 2001-2006, before taking his current position as the Chief of Staff for Mayor Jordan in 2009. As Chief of Staff, he oversees the executive management of day to day operations of city functions, staff, and citizen services.

[illegible]

[illegible]

Request from WFF	\$3,312,339	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,312,339
Other Foundations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Agencies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Corporations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Individuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Earned Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INCOME TOTAL	\$3,312,339	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,312,339

Budget Narrative:

Project Budget Narrative Guidance for WFF Proposals

For each budget category, include a brief description for the requested funds.

Expense Categories & Narrative Requirements

I. Personnel

- **Salaries:**
- **Benefits:**
- **Other:**

II. Direct Expenses

- **Travel:**
- **Meetings/Events:**
- **Other:** Other:
Land Acquisition: 3,302,250.00
Closing Cost, Taxes up to:10,089.60

III. Partner Expenses

- Consultants:
- Sub Grants:

IV. Overhead

-

V. Income Categories (for this grant only)

- Other Foundations:
- Public Agencies:
- Corporations:
- Other:

10. Other information

Comparable organizations and programs – Please list any other organizations that provide similar programs or services to your direct beneficiaries and describe how your program or service is different.

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11. Other attachments

- Any organizational plan related to the Grant Request
- IRS Determination Letter
- Latest available IRS Form 990 for your organization
- Latest available FYE statement or audit as well as current Income Statement and Balance Sheet
- Other optional narrative as necessary to explain project or organization
- The organizational budget and board list
- Other optional supporting illustrations or exhibits (e.g. maps, project/organization logic models)

WALTON FAMILY
FOUNDATION

January 29, 2018

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

RE: Grant #2017-2159

Dear Mayor Jordan,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$1,661,215.00 to the City of Fayetteville ("Grantee" or "City"). The project term will be February 1, 2018 to June 1, 2018. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to acquire ~228 acres of property for greenspace preservation and future natural surface trail development. This grant is more fully described in Grantee's proposal dated December 21, 2017. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount:** One Million, Six Hundred Sixty-One Thousand, Two Hundred Fifteen Dollars (\$1,661,215.00).

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$1,661,215.00	Upon completion of a signed grant agreement

3. **Payable:** This grant payment shall be initiated upon receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion of this document.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant

funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with a financial and narrative report by the due date listed in the report schedule below. This report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
6/1/2018	Interim Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2017-2159 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2017-2159 in your communication.

We have enclosed the grant letter. By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this item is not completed by February 28, 2018 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Lioneld Jordan (Date)
City of Fayetteville

**Appendix A: City of Fayetteville
Centennial Open Space Acquisition**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Centennial Open Space Acquisition		
Outputs		
The City will execute a purchase agreement for the acquisition of the subject 228 acres known as tracts 4, 5, 6, & 7 of Mountain Ranch owned by Centennial Bank.	3/1/2018	Copy of the executed purchase agreement
With the grant agreement, the City will support and allow for at least 8-10 miles of natural surface trails for use by hikers, bikers and runners to be constructed on the acquired property in the future in accordance with a WFF-prepared trail master plan, submitted for review and approval under separate cover.	3/31/2018	Letter from Mayor
The City will fully acquire and take ownership of the property.	4/15/2018	Copy of recorded deed
The City will permanently place the 228 acres in the public domain and preserve the land as greenspace/open space in perpetuity, sufficiently allowing for natural surface and greenway trail development and other open space amenities typical for a park or open space.	6/1/2018	Letter from the mayor and/or resolution
Outcomes		
The City will agree to contribute funding for the property acquisition through a program related investment loan from the Walton Family Foundation in the amount \$1,651,125 to be paid back over a maximum five-year period in equal installments of \$275,187.50.	3/31/2018	Signed loan agreement
The City will commit to maintain the property, and to maintain and operate all future greenway and natural surface trails on the property to the same standards as outlined in the Razorback Regional Greenway operations and management plan as well as the guidelines listed in the IMBA "Guide to Sweet Single-track" and "Managing Mountain Biking" handbooks.	4/15/2018	Letter from Mayor
The City will amend its master trails plan to incorporate a future greenway trail linkage to the property.	6/1/2018	Program records

WALTON FAMILY
FOUNDATION

January 29, 2018

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

Loan: 2018-93

Dear Mayor Jordan,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a program-related investment ("PRI") of \$1,651,125.00 in the form of a loan ("Loan") to the City of Fayetteville ("Borrower" or "City"). This PRI is at the recommendation of Steuart Walton and Tom Walton, and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the Loan is to provide the Borrower with \$1,651,125.00 to acquire ~228 acres of property for greenspace preservation and future natural surface trail development, as more fully described in the Borrower's Proposal dated December 21, 2017 and in a separate loan agreement dated the same date as this letter ("Loan Agreement").

The Loan is to be repaid in full on April 1, 2022 (or at such earlier time as provided in Section 1.2 of the Loan Agreement) according to the following schedule:

Payment Date	Amount Due
March 31, 2018	\$275,187.50 principal payment
April 1, 2018	\$275,187.50 principal payment
April 1, 2019	\$275,187.50 principal payment
April 1, 2020	\$275,187.50 principal payment
April 1, 2021	\$275,187.50 principal payment
April 1, 2022	\$275,187.50 principal payment

The Loan's terms are more fully stated in the Loan Agreement and its exhibits, and the terms of the Loan Agreement (including its exhibits) shall control if inconsistent with the terms of this letter. Repayment of the Loan is an unsecured, full recourse obligation of the Borrower as indicated in the Promissory Note attached as Exhibit A to the Loan Agreement.

2. **Amount:** One Million Six Hundred Fifty-One Thousand And One Hundred Twenty-Five (\$1,651,125.00).

P.O. Box 2030, Bentonville, AR 72712 | Tel: 479.464.1570 Fax: 479.464.1580

www.waltonfamilyfoundation.org

The loan payment will be made as follows:

Installment	Amount	Date
#1	\$1,651,125.00	Available upon completion of a signed Loan Agreement

3. **Payable:** The installment of \$1,651,125.00 shall be available for disbursement within 14 days after the Foundation's receipt of this completed letter and associated documents from Borrower acknowledging the terms and conditions set forth herein and compliance with the items stated in Section 1.1 of the Loan Agreement. The associated documents shall consist of a copy of the signed Loan Agreement, promissory note, and related documents.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of loan funds in an interest-bearing account. For purposes of this letter, the term "loan funds" includes the loan and any income earned thereon.

(b) Borrower will maintain records of receipts and expenditures made in connection with the loan funds and will keep these records during the period covered by the Borrower's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Borrower will make its books and records in connection with the loan funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** (a) Borrower will provide the Foundation with an annual report on Borrower's use of the Loan funds by December 31st of each year (beginning in 2018), until the Loan is terminated as provided in the Loan Agreement. Each such report should include an account of expenditures of Loan funds and a narrative of what was accomplished by the use of such funds during the preceding year (including a description of progress made in fulfilling the purposes of the Loan and a confirmation of Borrower's compliance with the terms of the Loan) and other information as indicated in Section 4.6 of the Loan Agreement. Foundation staff will evaluate the effectiveness of Borrower's performance through internal review of progress made against the performance measures outlined in Appendix A.

(b) In addition, Borrower will provide the Foundation with annual financial statements as indicated in Section 4.3 of the Loan Agreement and any other information that the Foundation may reasonably request concerning Borrower or the Loan. This includes, without limitation, participating in the Foundation's annual Program Related Investment utilization study and providing requested data on PRI performance.

(c) All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Loan #2018-93 on all reports submitted.

6. **Representations:** Borrower represents and warrants to the Foundation that:

(a) Borrower is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Borrower will promptly notify the Foundation of any change in Borrower's tax status under the Code.

- (b) In no event will Borrower use any loan funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- (c) Borrower will comply with all applicable laws and regulations.
- (d) Borrower will promptly notify the Foundation of any change in the individual serving as Borrower's CEO or any material change in such officer's responsibilities.

7. **Release and Indemnity:** Borrower hereby releases, indemnifies and agrees to defend and hold harmless the Foundation, its directors, officers, employees or agents, from and against any and all losses, liability, damages, and expenses (including attorneys' fees and expenses) which any of them may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any acts, whether of omission or commission, that may be committed or omitted by the Borrower or any of its directors, officers, employees or agents, in connection with the Loan and the project funded by the Loan. Borrower further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Borrower's operations and to enable Borrower to indemnify and defend the Foundation as provided hereunder.

8. **Repayment:** The Foundation may discontinue any further payments to Borrower, and may direct Borrower to repay any unexpended loan funds to the Foundation, if any of the following events occurs:

- (a) Borrower ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (b) Borrower fails to comply with the terms of this letter; or
- (c) There is a material change in Borrower's key personnel that in the sole opinion of the Foundation adversely affects Borrower's management of the loan.

9. **Loan Publicity:** Publicity related to this Loan consistent with Borrower's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Borrower's work and the project or issue funded by the Loan. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation by sending a request to: HomeRegion@wffmail.com (please reference Loan #2018-93). Publicizing the Loan and the Foundation in Borrower's publications and communications in a manner consistent with similar loans obtained by Borrower is permitted. If publicized or recognized, please coordinate communications about this PRI with your Foundation contact prior to any announcements.

The Foundation may ask Borrower to provide illustrations, photographs, videos, recordings, information or other materials related to the loan (collectively "Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Borrower agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby authorizes the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Borrower shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Work Product for these purposes. By signing this Agreement, Borrower also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Borrower and the Loan hereunder.

10. **Gratuities:** Borrower agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any membership, tickets, tables, commemorative items, recognition plaques or gratuities or benefits of any kind.

11. **Contact:** If you need to contact the Foundation about your loan, please email HomeRegion@wffmail.com. Please reference Loan #2018-93 in your communication.

We have enclosed the loan agreement, promissory note, and officer's certificate. Please sign as the Borrower's acknowledgment of the terms and conditions herein stated. If the signed acknowledgment of this letter, promissory note, loan agreement, and officer's certificate are not received in the Foundation's office by February 28, 2018, the Foundation will consider the Borrower to have declined the loan.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mayor Lioneld Jordan
City of Fayetteville

**Appendix A: City of Fayetteville
Centennial Open Space Acquisition**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Centennial Open Space Acquisition		
Outputs		
The City will execute a purchase agreement for the acquisition of the subject 228 acres known as tracts 4, 5, 6, & 7 of Mountain Ranch owned by Centennial Bank.	3/1/2018	Copy of the executed purchase agreement
With the grant agreement, the City will support and allow for at least 8-10 miles of natural surface trails for use by hikers, bikers and runners to be constructed on the acquired property in the future in accordance with a WFF-prepared trail master plan, submitted for review and approval under separate cover.	3/31/2018	Letter from Mayor
The City will fully acquire and take ownership of the property.	4/15/2018	Copy of recorded deed
The City will permanently place the 228 acres in the public domain and preserve the land as greenspace/open space in perpetuity, sufficiently allowing for natural surface and greenway trail development and other open space amenities typical for a park or open space.	6/1/2018	Letter from the mayor and/or resolution
Outcomes		
The City will agree to contribute funding for the property acquisition through a program related investment loan from the Walton Family Foundation in the amount \$1,651,125 to be paid back over a maximum five-year period in equal installments of \$275,187.50.	3/31/2018	Signed loan agreement
The City will commit to maintain the property, and to maintain and operate all future greenway and natural surface trails on the property to the same standards as outlined in the Razorback Regional Greenway operations and management plan as well as the guidelines listed in the IMBA "Guide to Sweet Single-track" and "Managing Mountain Biking" handbooks.	4/15/2018	Letter from Mayor
The City will amend its master trails plan to incorporate a future greenway trail linkage to the property.	6/1/2018	Program records

**LOAN AGREEMENT
BETWEEN
THE WALTON FAMILY FOUNDATION, INC.,
AND
CITY OF FAYETTEVILLE, ARKANSAS**

This Loan Agreement (the "Agreement") is entered into as of _____, 2018 between THE WALTON FAMILY FOUNDATION, INC., a Delaware nonprofit, nonstock corporation, with offices at 110 NW 2nd Street, Suite 200, Bentonville, AR 72712, (the "Lender") and THE CITY OF FAYETTEVILLE, ARKANSAS, a municipality and political subdivision under the laws of the State of Arkansas, with offices at 113 W Mountain, Fayetteville, AR 72701 (the "Borrower").

RECITALS

WHEREAS, the Borrower has applied to the Lender for a loan in the amount of up to \$1,651,125.00, with the proceeds thereof to be used by the Borrower for the purposes described in Section 1.3 of this Agreement, in furtherance of the exempt purposes of the Borrower and in furtherance of the exempt purposes of the Lender, both as described in Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Lender and the Borrower intend that the transactions provided for in this Agreement constitute a "program related investment" of the Lender within the meaning of Code Section 4944(c) and Treasury Regulations Section 53.4944-3; and

WHEREAS, the Lender is willing to make such loan to the Borrower upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
THE LOAN AND ITS PURPOSE**

Section 1.1 The Loan. In accordance with the provisions of this Agreement and subject to the conditions precedent set forth in Section 3.1, the Lender agrees to make a loan to the Borrower in the aggregate principal amount of up to ONE MILLION SIX HUNDRED FIFTY-ONE THOUSAND AND ONE HUNDRED TWENTY FIVE/100 DOLLARS (\$1,651,125.00) (the "Loan") payable in one installment, within 14 days of _____ (the "Closing Date") at such place as the parties may mutually agree. Within 14 days of the Closing Date, upon fulfillment of all the conditions precedent set forth in Article III hereof the Lender shall issue a check or wire transfer to the Borrower funds in the amount of the Loan.

Section 1.2 The Note and Repayment of the Loan. (a) The Loan shall be evidenced by a promissory note of the Borrower (the "Note"), substantially in the form attached hereto as Exhibit A, duly executed on behalf of the Borrower by its authorized representatives and dated the Closing

Date. The Borrower hereby irrevocably authorizes the Lender to make (or cause to be made) appropriate notations on the schedule attached to the Note (or at the Lender's option, in its records), which notations, if made, shall evidence, inter alia, the date and outstanding principal balance of the Loan evidenced thereby and the date and amount of each payment of principal thereon. Such notations shall be rebuttably presumptive evidence of the subject matter thereof absent manifest error; provided, however, that the failure to make any such notations shall not limit or otherwise affect any of the Loan or any payment thereon.

(b) The Loan shall bear no interest.

(c) Unless (i) earlier repaid pursuant to the provisions of this Agreement (including, without limitation, clause (e) below), or (ii) all amounts under this Agreement are required to be repaid on any earlier date in accordance with Section 6.2, or (iii) an amount is required to be repaid on an earlier date in accordance with Section 1.2(g), the outstanding principal balance of the Loan shall be due and payable in six equal installments of \$275,187.50, as follows:

Payment Date	Amount Due
March 31, 2018	\$275,187.50 principal payment
April 1, 2018	\$275,187.50 principal payment
April 1, 2019	\$275,187.50 principal payment
April 1, 2020	\$275,187.50 principal payment
April 1, 2021	\$275,187.50 principal payment
April 1, 2022	\$275,187.50 principal payment

(d) All payments hereunder shall be made by check or wire transfer to the Lender in the lawful money of the United States. If a payment is due on a day that is not a business day (which shall be any day other than a Saturday or Sunday that the Lender is open for business and banks are not authorized or required to be closed under the laws of the State of Arkansas), such payment may be made on the next succeeding business day. The Borrower shall make all payments to the Lender's account set forth on Schedule I to this Agreement, or such other account as the Lender shall designate in writing to the Borrower not less than ten (10) days before a payment is due.

(e) The Borrower may prepay all or any part of the Loan at any time without premium or penalty, provided that any prepayment shall be in the minimum amount of \$100,000. Amounts repaid may not be reborrowed.

(f) If any payment of principal is not paid within ten (10) days after the due date, then such overdue amount shall, without limiting the rights of the Lender, bear interest at the rate of the lesser of five percent (5%) per annum or the maximum rate permitted under applicable law, which shall accrue from the due date until paid.

Section 1.3 Purpose of the Loan. The Lender and the Borrower agree that the purpose of the Loan is to provide the Borrower with up to \$1,651,125.00 to acquire approximately

228 acres for permanent greenspace preservation and future natural surface trails, as more fully described in the Borrower's Proposal dated December 17, 2017 and the loan letter (Loan Letter") between the Lender and Borrower dated the same date as this Agreement.

Section 1.4 Use of Proceeds. The Borrower shall use the proceeds of the Loan and any investment income derived therefrom (the "Loan proceeds") exclusively for the purposes set forth in Section 1.3, unless alternative use of funds is approved in writing by the Lender.

Section 1.5 Program Related Investment. Consistent with Code Section 4944(c) and Treasury Regulations Section 53.4944-3:

(a) The primary purpose of the Loan is to accomplish one or more of the purposes of the Lender and the Borrower described in Code Section 170(c)(2)(B);

(b) No significant purpose of the Loan is the production of income or the appreciation of property; and

(c) No purpose of the Loan is to accomplish one or more of the purposes described in Code Section 170(c)(2)(D).

It is intended that the Loan will significantly further the accomplishment of the Lender's and the Borrower's respective exempt activities. The Lender would not make the Loan but for this relationship between the Loan and the accomplishment of the Lender's exempt purposes.

ARTICLE II REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as of the Closing Date that:

Section 2.1 Organization and Powers. (a) The Borrower is a municipality and political subdivision under the laws of the State of Arkansas.

(b) The Borrower is duly formed, validly existing, and in good standing under the laws of the State of Arkansas. The Borrower has the statutory and regulatory power and authority to own its assets and properties and to carry on its activities as now conducted and as contemplated to be conducted. The Borrower has the statutory and regulatory power and authority to execute, deliver and perform this Agreement, to execute and deliver the Note, and to borrow hereunder.

Section 2.2 Authorization; Binding Agreement. The execution, delivery and performance by the Borrower of this Agreement, the execution and delivery of the Note, and the borrowing hereunder, have been duly authorized by all requisite corporate action. Upon execution and delivery of each of them by the Borrower, this Agreement and the Note (the "Loan Documents") will constitute the legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of creditors' rights from time to time in effect.

Section 2.3 **Litigation.** There is no action, suit or proceeding at law or in equity pending or threatened before any court or governmental or administrative body or regulatory authority or agency which, individually or in the aggregate, could reasonably be expected to result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of the Borrower, or materially to impair the ability of the Borrower to perform its obligations under this Agreement and the Note. The Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.

Section 2.4 **No Conflicts; No Government Consents.** (a) The execution, delivery and performance by the Borrower of this Agreement and the Note and the borrowing hereunder will not violate any provision of law, any order, writ, injunction, decree, rule or regulation of any court or governmental or administrative body or regulatory authority or agency, the Articles or Certificate of Incorporation or By-Laws of the Borrower or any indenture, agreement or instrument to which the Borrower is a party or by which the Borrower or its assets or properties are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the assets or properties of the Borrower.

(b) No consent, approval or authorization of, or declaration or filing with, any governmental or administrative body or agency on the part of the Borrower is required for the valid execution, delivery and performance by the Borrower of this Agreement or the Note and the borrowing hereunder.

Section 2.5 **No Default.** The Borrower is in compliance with all of the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default (as defined in Article VI hereof), or any event that, with notice or lapse of time or both, would constitute any such Event of Default, has occurred and is continuing.

Section 2.6 **Financial Condition.** There has been no material adverse change in the Borrower's financial condition since applying for this Loan. Financial statements, which have heretofore been provided by the Borrower to the Lender, are complete and correct and fairly present (a) the financial position of the Borrower as of their respective dates and (b) the results of the Borrower's operations for the respective periods then ended.

Section 2.7 **Taxes.** The Borrower has filed all tax and information returns required to be filed in any jurisdiction and has paid all taxes, assessments, fees or other governmental charges upon the Borrower or upon any of its assets or income, which have become due and payable except for any taxes and assessments (a) the amount of which is not individually or in the aggregate material or (b) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Borrower has established adequate reserves. There are no tax audits presently being conducted in respect of the Borrower.

Section 2.8 **Disqualified Persons.** Neither the Borrower, nor any director, officer, or employee of the Borrower, is a "disqualified person" with respect to the Lender within the meaning of Section 4946(a) of the Code.

Section 2.9 Insurance Coverage. The Borrower has insurance coverage in full force and effect, against such risks and in such amounts as is customarily maintained by organizations engaged in similar activities.

Section 2.10 Title to Properties. The Borrower has good title to its assets and properties free and clear of any lien, charge or encumbrance which could adversely affect either the Borrower's ability to (a) perform its obligations under this Agreement or the Note or (b) use the Loan.

Section 2.11. Solvency. The Borrower is not contemplating the commencement of insolvency, bankruptcy, litigation or consolidation proceedings or the appointment of a receiver, liquidator, custodian, trustee or similar official in respect of the Borrower or any of its property or assets.

ARTICLE III CLOSING CONDITIONS

Section 3.1 Closing Conditions. The obligation of the Lender to make the Loan is subject to the conditions precedent that the Lender shall have received the following:

(a) The receipt of this Agreement, duly executed and delivered by the Borrower, in full force and effect;

(b) The receipt of the Note, duly completed, executed and delivered by the Borrower, in full force and effect;

(c) The receipt of the Loan Letter, duly completed, executed and delivered by the Borrower, in full force and effect;

(d) The receipt of an Officer's Certificate of the Borrower, in the form of Exhibit B attached hereto, with appropriate attachments; and

(e) Certificates from the appropriate governmental authorities certifying that the Borrower is duly formed under the laws of the State of Arkansas and is in good standing under the laws of such jurisdiction.

ARTICLE IV AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that so long as this Agreement shall remain in effect or the Note shall not have been repaid in full, and unless the Lender shall otherwise consent in writing in advance:

Section 4.1 Tax Status. The Borrower shall maintain its status as a municipality and political subdivision under the laws of the State of Arkansas. The Borrower shall not use any Loan proceeds to engage, directly or indirectly, in any activity described in the Code which would cause it to be disqualified for tax exemption under Section 501(c)(3) of the Code, including, without limitation, substantially carrying on propaganda or otherwise attempting to influence legislation;

participating in, or intervening in (including the publishing or distribution of any statements) any political campaign on behalf of (or in opposition to) any political candidate for public office or attempting to influence the outcome of any specific public election, or carrying on any voter registration drive.

Section 4.2 Payment of Indebtedness and Taxes. The Borrower shall pay all of its indebtedness and obligations promptly and in accordance with the terms thereof, file or cause to be filed all federal, state and local tax or information returns which are required to be filed by it and pay and discharge or cause to be paid and discharged promptly any taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any of its property or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien or charge upon such property, or any part thereof; provided, however, that the Borrower shall not be required to pay and discharge or to cause to be paid and discharged any such indebtedness, obligation, tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings and adequate reserves therefore shall be set aside.

Section 4.3 Financial Statements. The Borrower shall furnish, or cause to be furnished, to the Lender, (a) within one hundred and fifty (150) days after the end of each fiscal year of the Borrower, a balance sheet as of the end of such fiscal year, and the related statements of support, revenue, expenses and changes in fund balance and statements of changes in financial position of the Borrower, setting forth in each case in comparative form the figures for the previous fiscal year, which shall be in reasonable detail and shall be reported on by independent public accountants selected by the Borrower and reasonably acceptable to the Lender, to the effect that such financial statements present fairly in all material respects the financial condition and results of operation of the Borrower in accordance with generally accepted accounting principles consistently applied, and (b) within sixty (60) days after the end of each fiscal quarter of the Borrower, a balance sheet as of the end of such fiscal quarter, and statements of support, revenue, expenses and change in fund balance and statements of changes in financial position of the Borrower, both for such quarter and for the period from the beginning of the fiscal year to the end of such fiscal quarter, setting forth in each case in comparative form for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its financial officers as presenting fairly in all material respects the financial condition and results of operation of the Borrower in accordance with generally accepted accounting principles consistently applied.

Section 4.4 Notice to the Lender. The Borrower shall advise the Lender, immediately upon any officer of the Borrower becoming aware thereof, of the occurrence of any of the following events:

4.4.1 Any proceeding instituted or threatened against the Borrower in or before any court or any governmental or administrative body or agency, which proceeding could have a material adverse effect upon the operations, assets, or properties of the Borrower; or any investigation, adverse regulatory action, or proposed action by any governmental body or agency against the Borrower, which investigation or action is likely to have a material adverse effect upon the operations, assets, or properties of the Borrower;

4.4.2 Any termination, revocation, suspension, or denial of or challenge to the tax-exempt status or nonprofit corporate status of the Borrower by any governmental authority;

4.4.3 Any change in circumstances that would cause the Loan no longer to serve the purposes stated in Sections 1.3 and 1.4 hereof;

4.4.4 Any use of the Loan proceeds for a purpose other than those set forth in Section 1.3;

4.4.5 Any material adverse change in the condition, financial or otherwise, or operations of the Borrower, any organizational change of control over the Borrower (including without limitation, a merger or consolidation of the Borrower with another organization), or any change in the individual serving as the Borrower's chief executive officer or any material change in such officer's responsibilities;

4.4.6 Any Event of Default or other event that, with notice or lapse of time or both, would constitute an Event of Default; or

4.4.7 Any change or threatened change to Borrower's status as a tax-exempt organization and public charity under Section 501(c)(3) and Section 509(a)(1) of the Code.

Section 4.5 Corporate Existence and Properties. The Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its corporate existence, and comply in all material respects with all laws and regulations applicable to it.

Section 4.6 Annual Narrative and Financial Reports.

(a) The Borrower shall provide to the Lender annually, by December 31 of each year, a financial and narrative report on the use of the Loan proceeds for each preceding period and a cumulative report on the use of the Loan proceeds from the date of the Loan to the date of the most recent annual narrative report, which reports shall include an account of expenditure of the Loan proceeds, a list of individual projects funded with Loan proceeds, the Borrower's overall progress in fulfilling the purpose of the Loan, a confirmation of the Borrower's compliance with the terms of this Agreement, and such other information as the Lender may reasonably request. A final report shall be due by December 31, 2022.

(b) The Borrower agrees that it shall maintain records of receipts of expenditures of the Loan proceeds made in connection with the Loan for a period of four years after the date the Loan is paid in full. The Borrower hereby consents to the Lender, at the Lender's request and during normal business hours, entering the Borrower's property and inspecting such records. The obligation in this clause (b) shall survive the expiration or termination of this Agreement.

ARTICLE V NEGATIVE COVENANTS

The Borrower covenants and agrees that so long as this Agreement shall remain in effect or the Note shall not have been paid in full, and unless the Lender shall otherwise consent in writing in advance:

Section 5.1 Legislative and Political Uses of Loan Proceeds. The Borrower shall not use any proceeds of the Loan for any of the purposes described in Section 170(c)(2)(D) of the Code, except as permitted by U.S. Treasury Regulations. The Borrower shall not use any proceeds of the Loan to carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).

Section 5.2 No Material Change. The Borrower shall not make any material change in the nature of its activities as presently conducted that would adversely affect the Borrower's ability to perform under the Loan Documents. Furthermore, the Borrower shall not conduct its activities in a manner that materially departs from the representations made in the documents submitted by Borrower to the Lender in connection with Borrower's request for the Loan.

Section 5.3 Governing Document Amendments. The Borrower shall not amend its Articles of Incorporation or By-Laws in any manner that would cause the Borrower to be in violation of any provision of the Loan Documents or which would jeopardize the ability of the Borrower to perform its obligations under the Loan Documents.

ARTICLE VI DEFAULT AND REMEDIES

Section 6.1 Events of Default. The Borrower shall be deemed to be in default under this Agreement upon the occurrence of any of the following events (each of which is herein sometimes called an "Event of Default"):

6.1.1 The Borrower fails to make any payment that is due and payable hereunder or under the Note, and such default continues unremedied for ten (10) days after notice to the Borrower;

6.1.2 The Borrower uses any portion of the proceeds of the Loan for a purpose or in a manner other than as specifically authorized by this Agreement;

6.1.3 Any material representation or warranty made in the Loan Documents, or in any report, certificate, financial statement, or instrument furnished in connection with this Agreement or the Loan, shall prove to have been false or misleading when made, in any material respect;

6.1.4 The Borrower violates or fails to observe or perform any covenant contained in Sections 4.1 or 4.4 or Article 5 hereof;

6.1.5 The Borrower violates or fails to observe or perform any other covenant contained herein, or any agreement on the part of the Borrower to be observed or performed pursuant to the Loan Documents, other than those referred to above in Section 6.1.4 above, and such default shall continue unremedied for thirty (30) days after the earlier of (a) the Borrower obtaining knowledge thereof or (b) the Lender delivers notice thereof to the Borrower;

6.1.6 The Borrower shall (a) cease operations; (b) apply for or consent to the appointment of a custodian, receiver, trustee or liquidator for it or for all or a substantial part of its assets or properties; (c) generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due; (d) default on the payment of indebtedness for borrowed money or any other monetary obligation, in each case, in respect of an obligation having an aggregate value in excess of \$50,000; (e) make an assignment for the benefit of creditors; or (f) file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. Section 101 et seq. or a petition seeking for itself any reorganization or arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or corporate action shall be taken by the Borrower for the purpose of effecting any of the foregoing;

6.1.7 An involuntary proceeding shall be commenced or a petition shall be filed seeking (i) reorganization, arrangement, readjustment, dissolution or liquidation of all or a substantial part of the Borrower's assets or properties, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law, or (ii) the appointment of a custodian, receiver, trustee or liquidator for the Borrower or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for ninety (90) days or an order or decree approving or ordering any of the foregoing shall be entered;

6.1.8 A judgment or judgments for the payment of money aggregating in excess of \$50,000 shall be entered against the Borrower, and the same shall remain unsatisfied and in effect, without stay of execution, for a period of thirty (30) consecutive days;

6.1.9 The Internal Revenue Service determines that the Borrower is not a tax-exempt organization and public charity as described in Section 501(c)(3) and Section 509(a)(1) of the Code; or

6.1.10 The Borrower's key personnel ceases to be actively involved in the management of the Borrower, as determined by the Lender in its reasonable business judgment, and the Borrower fails to timely appoint a successor reasonably acceptable to Lender.

Section 6.2 Remedies. If an Event of Default occurs or is continuing:

(a) Lender may, by written notice to the Borrower, declare all amounts under this Agreement and the Note forthwith to be due and payable, whether or not the indebtedness evidenced by the Note shall be otherwise due and payable and whether or not Lender shall have

initiated any other action for the enforcement of the Note, and whereupon the Note shall become immediately due and payable as to principal and any other amounts payable under the Note, without presentment, demand, protest, notice or other formalities of any kind, all of which are expressly waived by the Borrower;

(b) Lender may protect and enforce its rights by appropriate judicial proceedings, including, in appropriate cases, an award of specific performance or other equitable remedy in aid of the exercise of power granted in or pursuant to this Agreement; and

(c) Upon the occurrence of any Event of Default described in subsections 6.1.6 or 6.1.7 hereof, all amounts outstanding under this Agreement and the Note shall immediately be due and payable without presentment, demand, protest, notice or other formalities of any kind, all of which are hereby expressly waived by Borrower.

ARTICLE VII MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement, the Loan Letter and the Exhibits annexed hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements or understandings, written or oral, in respect thereof, and shall not be amended or modified in any fashion except by instrument in writing signed by the party charged with such amendment or modification. The Exhibits annexed hereto are incorporated in and made a part of this Agreement.

Section 7.2 Notices. Any notice or communication given under this Agreement shall be in writing and delivered by hand or mailed by first class mail, by courier, postage prepaid (mailed notices shall be deemed given three (3) business days after mailing), or by facsimile or e-mail with a hard copy sent by one of the methods identified above, to the following addresses:

If to the Borrower, to:

Lioneld Jordan, Mayor
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701
(479) 444-3471 / mayor@fayetteville-ar.gov

If to the Lender, to:

Lisa Montez, General Counsel
The Walton Family Foundation, Inc.
110 NW 2nd St., Suite 200
Bentonville, Arkansas 72712
(479) 464-1585 / lmontez@wffmail.com

or to such other address or addresses as hereafter shall be furnished as provided in this Section 7.2 by either of the parties hereto to the other party hereto.

Section 7.3 Waiver; Remedies. No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 7.4 Assignment. The Lender may assign all or any portion of its rights or obligations under the Loan Documents, and in the event of such assignment, the assignee shall be accorded the full rights of the Lender by the Borrower with respect to such assignment. The Borrower may not assign all or any portion of its rights or obligations under the Loan Documents without the prior written consent of the Lender.

Section 7.5 Headings. The headings in the Loan Documents are for convenience of reference only and shall not affect the meaning or interpretation of the Loan Documents.

Section 7.6 Variation of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

Section 7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and either party hereto may execute this Agreement by signing one or more counterparts thereof.

Section 7.8 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 7.9 Governing Law; Jurisdiction; Consent to Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made within such State. The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the state courts of the State of Arkansas and of the United States District Court of the Western District of Arkansas, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Arkansas State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction. The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this

Agreement in any court referred to in this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.2. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 7.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 7.11 Other Parties. Nothing in the Loan Documents shall be construed as giving any person, firm, corporation, or other entity other than the parties any right, remedy, or claim under or in respect of the Loan Documents or any provision thereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement below, as of the date first written above.

LENDER:

THE WALTON FAMILY FOUNDATION, INC.

By: _____

Typed Name: Kyle J. Peterson

Title: Executive Director

BORROWER:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Typed Name: Lioneld Jordan

Title: Mayor

SCHEDULE I
LENDER'S WIRE INSTRUCTIONS FOR PAYMENT

Organization Name: Walton Family Foundation, Inc.
Address: P.O. Box 2030
City, State, Zip: Bentonville, AR, 72712
Contact Name: Jenny Tripp
Contact email: jtripp@wffmail.com

Organization's Bank Account Information

ABA Routing Number: 082900872
Bank Name: Arvest Bank
City, State, Zip: Bentonville, AR, 72712
Account Number: 15243700
Account Type: Checking

If you have any questions about the information provided on this form, please contact Jenny Tripp at the Walton Family Foundation via email at jtripp@wffmail.com or phone at 479-464-1543.

EXHIBIT A
PROMISSORY NOTE

Date: _____

\$1,651,125.00

CITY OF FAYETTEVILLE, ARKANSAS, a municipality and political subdivision of the State of Arkansas, with offices at 113 W Mountain, Fayetteville, AR 72701 (the "Borrower"), for value received, hereby promises to pay to the order of THE WALTON FAMILY FOUNDATION, INC., a Delaware nonprofit, nonstock corporation, (the "Lender"), or holder, at its offices at 110 NW 2nd Street, Suite 200, Bentonville, AR 72712, or at such other place or places in the United States of America as the holder hereof may designate in writing from time to time, the amount of ONE MILLION SIX HUNDRED FIFTY-ONE THOUSAND AND ONE HUNDRED TWENTY FIVE/100 DOLLARS (\$1,651,125.00), or such lesser amount as shall be outstanding hereunder, as reflected on Schedule I attached hereto and/or in the Lender's records. The Loan shall not bear interest, except as provided herein.

The outstanding principal balance of the Loan shall be due and payable at such times as are specified in the Loan Agreement (as defined below), unless earlier repaid pursuant to the provisions set forth in the Loan Agreement..

If any day on which a payment is due is not a business day (which shall be any day other than a Saturday or Sunday that the Lender is open for business and banks are not authorized or required to be closed under the laws of the State of Arkansas), such payment may be made on the next succeeding business day. If any payment shall not be paid within ten (10) days after the due date, then such overdue amount shall, without limiting the rights of the Lender, bear interest at the rate of the lesser of five percent (5%) per annum or the maximum rate permitted under applicable law, which shall accrue from the due date until paid.

The Lender shall, and is hereby authorized to, make (or cause to be made) appropriate notations on Schedule I attached hereto (or, at its option, in its records), which notations, if made, evidence, inter alia, the date and outstanding principal balance of the Loan and the date and amount of each payment of principal. Such notations shall be rebuttably presumptive evidence of the accuracy of the amount so recorded absent manifest error; provided, however, that the failure of the Lender to make any such notation shall not limit or otherwise affect any of the Loan or any payment thereon.

This Note is the Promissory Note of the Borrower referred to in that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time) (the "Loan Agreement"), between the Borrower and the Lender, and the holder hereof is entitled to the benefits of such Loan Agreement and may enforce the provisions thereof and exercise the remedies provided thereby or otherwise available in respect thereof. Capitalized terms used herein and not otherwise defined are used herein as defined in the Loan Agreement.

This Note may be prepaid by the Borrower in whole or in part, without premium or penalty, at any time or from time to time, provided that any prepayment shall be in the minimum amount of \$100,000. This Note is an unsecured, full recourse obligation of the Borrower.

This Note shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to contracts made entirely within such state.

City of Fayetteville, Arkansas,

A municipal and political subdivision of the State of
Arkansas

By: _____

Name: Lioneld Jordan

Title: Mayor

SCHEDULE I
PAYMENTS OF PRINCIPAL

Date	Amount of Loan	Amount of Principal Paid	Unpaid Principal Balance	Notation made by

EXHIBIT B
OFFICER'S CERTIFICATE

This Certificate is being furnished to The Walton Family Foundation, Inc. (the "Lender") pursuant to Section 3.1 of the Loan Agreement dated as of the date hereof (the "Agreement"), between the Lender and City of Fayetteville, Arkansas (the "Borrower"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

The undersigned, Lioneld Jordan, certifies that she/he is the duly elected, qualified and acting Mayor of the Borrower, a duly-organized and validly existing Arkansas nonprofit corporation, and that as Mayor, he is familiar with the organizational records and seal, if any, of the Borrower.

The undersigned further certifies in his capacity as Mayor of the Borrower:

1. The representations made by the Borrower in the Agreement are true and correct as of the date hereof.
2. No Event of Default or event that with notice or passage of time or both would become an Event of Default has occurred and is continuing.
3. Attached hereto as Attachment A is a true, correct and complete copy of the Articles of Incorporation of the Borrower, and all amendments thereto, as in full force and effect on the date hereof. Except as otherwise attached hereto no document with respect to an amendment to the Articles of Incorporation of the Borrower has been filed in the office of the Secretary of State of the State of Arkansas since the date shown on the face of the state certification attached hereto and no action has been taken by the Borrower in contemplation of any such amendment or dissolution.
4. Attached hereto as Attachment B is a true, correct and complete copy of the By-Laws as in full force and effect on the date hereof. No action has been taken by the Company in contemplation of any amendment with respect to such By-Laws.
5. Attached hereto as Attachment C is a true, correct and complete copy of resolutions duly adopted by the Board of Directors of the Borrower on _____; such resolutions have not been amended, rescinded or revoked, and remain, on the date hereof, in full force and effect as of the date hereof; and the borrowing of the Loan from the Lender contemplated by the Agreement, the Note evidencing the Loan, and the transactions contemplated thereby come within the guidelines set forth in such resolutions.
6. Attached hereto as Attachment D is (i) a certificate of good standing of the Borrower, dated as of _____, issued by the Secretary of State of Arkansas to the effect that the Borrower is duly formed under the laws of the State of Arkansas and is in good standing under the laws of such jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the _____ day of _____, 2018.

By: Lioneld Jordan
Title: Mayor

The undersigned, _____, certifies that she/he is the duly elected, qualified and acting [Assistant] Secretary of the Borrower, and that as _____, she/he is familiar with the organizational records and seal, if any, of the Borrower.

The undersigned further certifies in her/his capacity as [Assistant] Secretary of the Borrower:

The following person: (i) is the duly elected, qualified and acting officer of the Borrower occupying the office set forth opposite his or her name, and the signature set forth opposite his or her name is his or her true signature and (ii) is duly authorized to execute, deliver and perform, in the name and on behalf of the Borrower, the Officer's Certificate, the Agreement, the Note, and the transactions contemplated thereby:

Name

Title

Signature

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the _____ day of _____, 2018.

By:
Title:

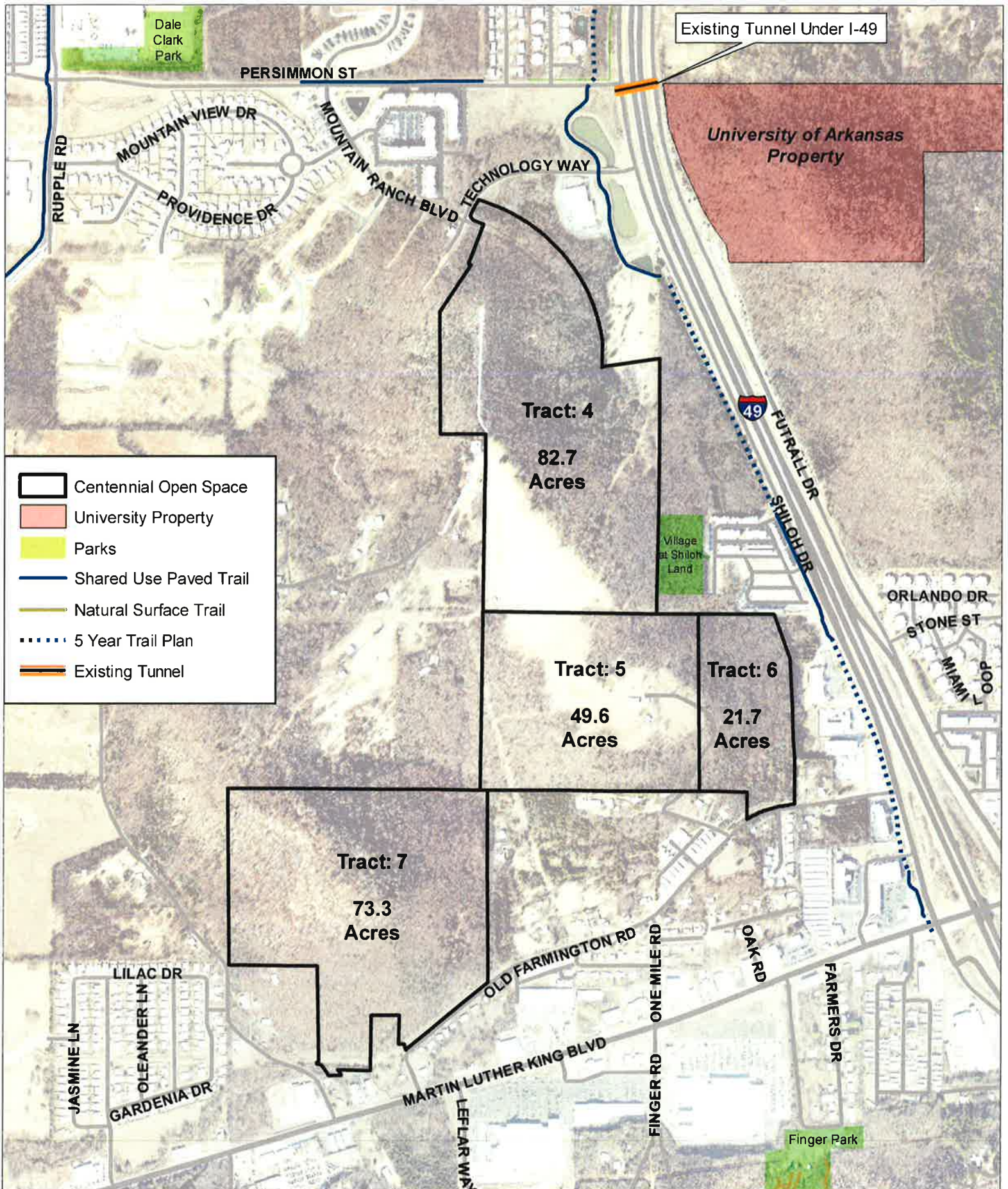
ATTACHMENTS TO OFFICER'S CERTIFICATE

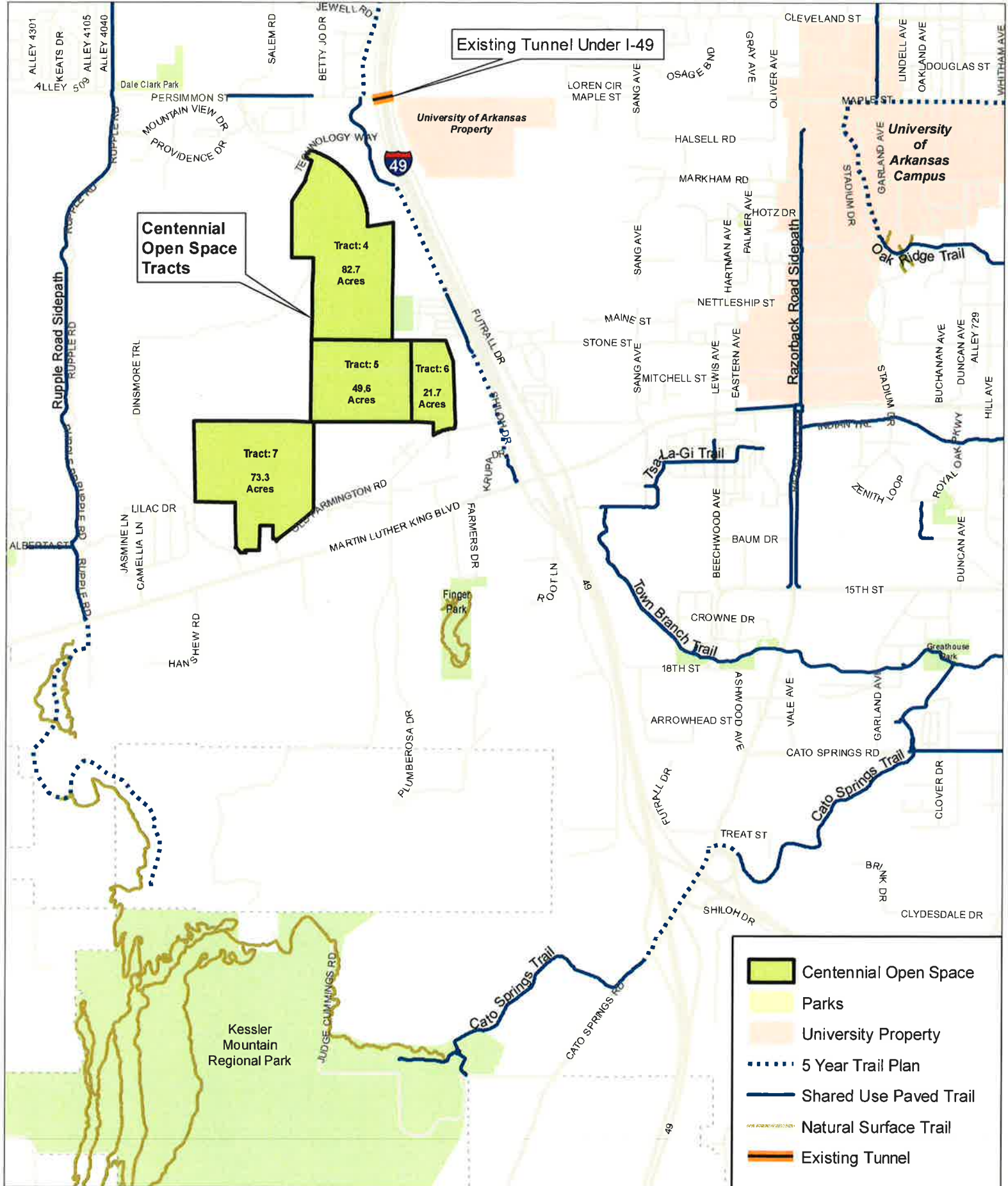
**Attachment A Articles of Incorporation
and Amendments Thereto**

Attachment B By-Laws

Attachment C Resolutions

Attachment D Good Standing Certificates

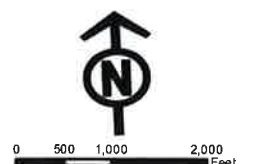


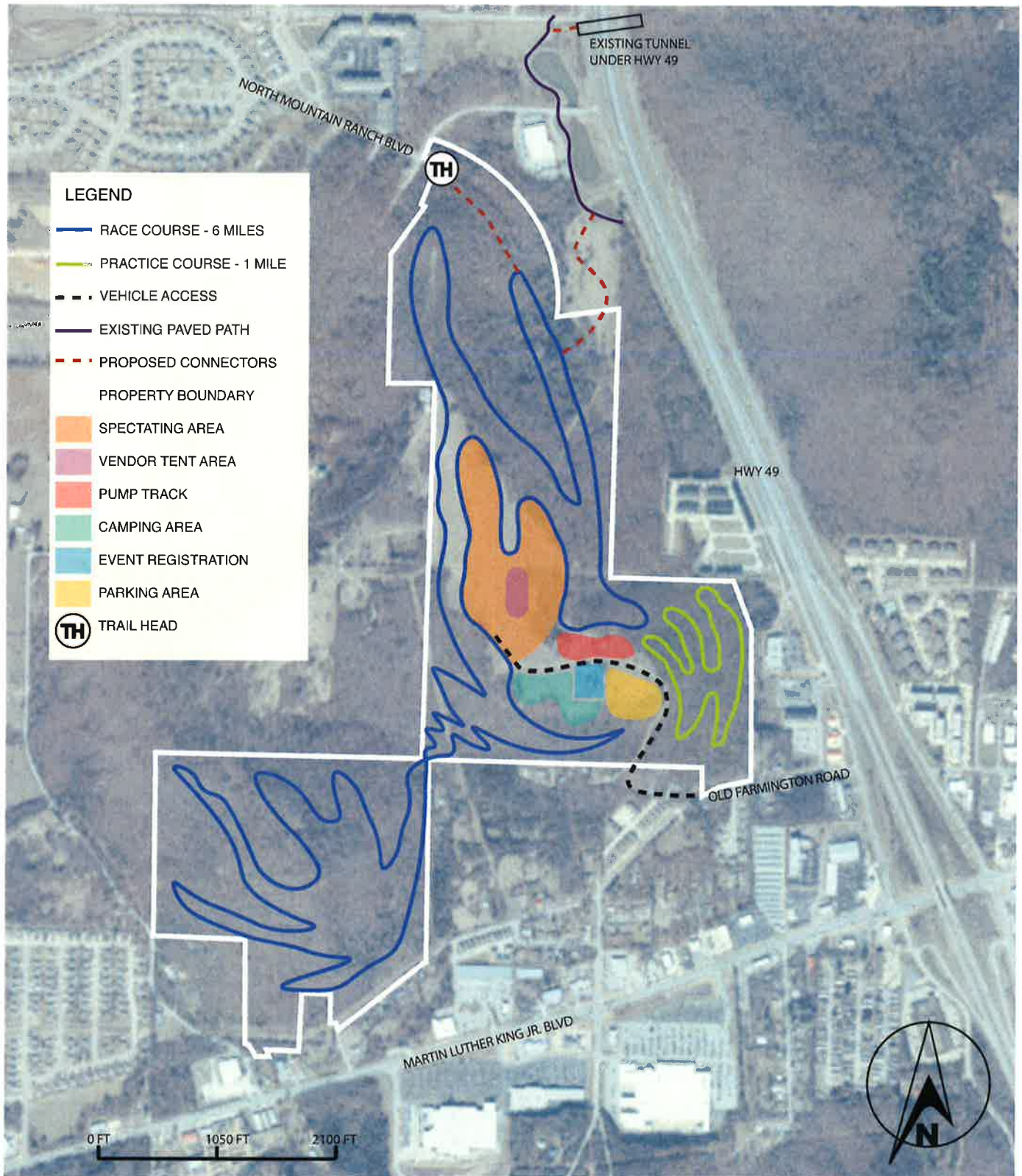


Centennial Open Space **227.3 Acres**

Fayetteville, Arkansas

Date: 12/28/2017





CENTENNIAL OPEN SPACE RACE COURSE AND AMENITIES

AR.WFF.011

DATE: 01.19.2018

PO BOX 139
COPPER HARBOR, MI 49918
WWW.ROCKSOLIDTRAILS.COM



OFFICE OF THE MAYOR

November 21, 2017

Mr. Scott Hancock
Centennial Bank
3010 W. MLK Jr. Blvd
Fayetteville, AR 72704

Re: Mountain Ranch: Tracts 4, 5, 6, 7

Dear Mr. Hancock,

The purpose of this Offer Letter is to set forth the general terms and conditions under which the City of Fayetteville, is interested in buying the above referenced property. The Buyer and Seller agree that terms set forth below are not all the material terms that need to be agreed to by them. There are additional material terms that the parties will negotiate as they complete a purchase agreement. If the terms below are acceptable, it is our intention to negotiate the remaining material terms in the coming months.

Purchase Price: \$3,202,640 (three million two hundred and two thousand six hundred and forty dollars)

Contingencies:

Closing: The closing of the transaction contemplated herein shall take place in the first quarter of 2018.

Council Approval: This offer is subject to approval from the City Council of the City of Fayetteville.

Funding: This offer is contingent upon the acquisition of funding to purchase said property.

If you agree with the general terms that we have set forth, please notify us with the contact information herein. This offer is valid until December 1, 2017 at 5:00PM.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Marr", is written over a horizontal line.

Don Marr
Chief of Staff
479.575.8330



my100bank.com

A Home BancShares Company

November 30, 2017

Mr. Don Marr
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Re: Mountain Ranch: Tracts 4, 5, 6, 7

Don,

First I would like to express my appreciation to you and your team for your efforts and open dialogue in working to purchase the 228+- acres at Mountain Ranch.

Centennial Bank works hard to be a community partner in each of the communities we represent with branches, staff, and operations. Through numerous discussions, we want to represent our shareholders in the best possible way yet also work with the City of Fayetteville. We are optimistic the scheduled auction for December 12th will produce substantial buying activity; however, we are cognizant of the long term benefit for the region by selling it to you.

As we continue to work in good faith toward a purchase contract pursuant to your letter of intent attached, the bank would agree to the following terms:

- Purchase price - \$3,302,250
- Removal of the subject property from the scheduled auction
- Closing on or before March 30, 2018.

We will also request that the City of Fayetteville take necessary measures to allow the bank to maximize any tax benefits available due to the discounted sale, work through a tree preservation agreement on the remaining land, consider any naming rights to the future proposed park system on the subject land, and promote the cooperation and support of the bank throughout the process.

As we approach the auction, timing is of the essence. I would respectfully request an acceptance of these terms by Friday, December 8, 2017 @ 3:00pm. Upon acceptance, we will engage counsel to prepare a formal purchase agreement. You can reach me at 479-684-2265 with any questions.

Sincerely,

D. Scott Hancock
Division President, NWA



Scott Hancock,
Division President, NWA
Centennial Bank
1400 E Joyce Blvd.
Fayetteville, AR 72703

OFFICE OF THE MAYOR

December 7, 2017

Dear Scott Hancock:

I want to thank you for your counter offer letter, dated November 30, 2017 regarding the purchase of Mountain Ranch tracks 4, 5, 6, and 7.

After our phone conversation of December 5th, and clarification of the following:

- a. Clarification of the tree preservation agreement (to only be if the auction was cancelled and all tracks remained marketed individually);
- b. Clarification that the Naming rights of the future proposed mountain biking park is a commitment of Centennial Bike Park and will have no set time frame, and contingent upon the future construction of such a facility, to be handled in the purchase agreement;
- c. The City will assist to the extent possible the signing of tax documents necessary to document the purchase price of the land (by the City) and allow the Bank to process tax benefits for the discounted portion of the price against appraisals obtained and verified by the Bank;

After reviewing all of the details with Mayor Jordan, the Mayor on behalf of The City of Fayetteville accepts the purchase price counter offer of \$3,302,250 and a closing date on or before March 30, 2018, and Centennial Bank agrees to remove the subject property from the upcoming scheduled auction. Finally, all details are contingent upon the approval of this transaction by the Fayetteville City Council approving a resolution authorizing the Mayor to execute such contract.

Please let this letter serve as acceptance of the terms as outlined above, and the City's willingness to move forward with the purchase contract agreements to be executed and the agenda item of approval by the City Council.

Scott, we thank you for your work on this and look forward to finalizing all details by the March 30th 2018 deadline requirement. Please don't hesitate to contact me if you have any further questions or comments.

A handwritten signature in blue ink, appearing to read "Don Marr", is written over a horizontal line.

Don Marr, Chief of Staff – Mayor Jordan
City of Fayetteville AR
Enclosure

REAL ESTATE CONTRACT

[This Real Estate Contract, until executed by both City of Fayetteville and Centennial Bank and transmitted to both, shall not be binding upon City of Fayetteville or Centennial Bank and shall not constitute a binding offer to purchase or acceptance of an offer to purchase real estate until so executed and delivered, instead being a discussion draft]

This REAL ESTATE CONTRACT (the "Agreement") is entered into by and between **CENTENNIAL BANK**, an Arkansas state chartered bank with an address of 1400 E. Joyce Boulevard, Fayetteville, Arkansas 72704 ("Centennial Bank"), and **THE CITY OF FAYETTEVILLE, ARKANSAS**, a political subdivision of the State of Arkansas, with an address of 113 W. Mountain Street, Fayetteville, Arkansas 72701 ("City of Fayetteville").

Subject to all the terms and conditions hereof, and in consideration for the mutual and separate covenants, warranties, representations, Three Million Three Hundred Two Thousand Two Hundred Fifty and No/100 United States Dollars (\$3,302,250.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City of Fayetteville and Centennial Bank, it is agreed:

1. Real Estate. Centennial Bank shall sell and City of Fayetteville shall buy all of Centennial Bank's right, title and interest in and to the real property located in the City of Fayetteville, Washington County, Arkansas, with a legal description as set forth on the attached **Exhibit A** (the "Real Property"), together with: (a) all improvements thereon, if any; (b) all easements, tenements, appurtenances, hereditaments, rights, obligations and privileges now or hereafter contained in, belonging to or in any way pertaining to or beneficial thereto; and (c) any right, title, and interest of Centennial Bank to any land lying in the bed of any street or alley in front of or adjoining the Real Property to the center line thereof (items (a) (b) and (c) hereinafter referred to as the "Premises").

2. Purchase Price; Opening of Escrow.

(a) The total purchase price to be paid by City of Fayetteville to Centennial Bank for the Premises on the Closing Date shall be Three Million Three Hundred Two Thousand Two Hundred Fifty and No/100 United States Dollars (\$3,302,250.00)(the "Purchase Price"). An executed copy of this Agreement shall be delivered to City Title & Closing LLC, 1450 E. Zion Road, Suite 7, Fayetteville, Arkansas 72703, Attn: Blake Hanby (the "Title Company")(such delivery date referred to as the "Opening of Escrow"). The Purchase Price shall be paid through the Title Company upon closing of this sale and the closing of escrow (collectively, the "Closing") by certified check or Federal wire transfer.

(b) Delivery of this Agreement to the Title Company shall serve as instructions to establish an escrow (the "Escrow") with Title Company as escrow holder. Within a reasonable time, not to exceed ten (10) days after the Opening of Escrow, Centennial Bank shall deliver to City of Fayetteville: (i) a preliminary version of the Commitment (defined

below); and (ii) all information in Centennial Bank's actual possession regarding applicable land use classification of and restrictions concerning the Premises; and (iv) all environmental information in Centennial Bank's actual possession, including without limitation any environmental site assessments.

3. Contingencies. City of Fayetteville shall have through and including March 7, 2018 (the "Inspection Period") the right to conduct in connection with the Premises such examinations, analyses, studies, surveys, appraisals, engineering reviews, tests and any other inspections as City of Fayetteville in its sole discretion may deem necessary or desirable with respect to the Premises and to satisfy City of Fayetteville as to such matters which City of Fayetteville, in City of Fayetteville's sole discretion, considers relevant to the purchase decision. City of Fayetteville shall keep the Premises free of any liens, and repair any material physical damages to the Premises arising from City of Fayetteville's investigations and inspections within ten (10) days of the verification of the damage.

City of Fayetteville shall also have the right, during the Inspection Period, to obtain financing to purchase the Premises, with the terms of such financing to be satisfactory to City of Fayetteville, in City of Fayetteville's sole and absolute discretion.

If City of Fayetteville, in City of Fayetteville's sole discretion, disapproves of the results of any studies, test, reviews, or analyses referred to in this Section 3, or is unable to obtain financing upon terms suitable to City of Fayetteville, City of Fayetteville shall be entitled to terminate the Escrow and this Agreement upon written notification through and including 11:59 p.m. on the last day of the Inspection Period. Upon such notification, except as specifically set forth in this Agreement, neither City of Fayetteville or Centennial Bank shall have further obligation to the other pursuant to this Agreement, or otherwise. In the event City of Fayetteville shall fail to provide Centennial Bank such notification on or before 11:59 p.m. on the last day of the Inspection Period, then City of Fayetteville shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3, and the parties shall proceed to Closing

In addition to the foregoing, City of Fayetteville and Centennial Bank further acknowledge that City of Fayetteville's obligations pursuant to this Agreement are conditioned upon City of Fayetteville receiving approval of the transaction contemplated by this Agreement from the City Council of the City of Fayetteville, Arkansas. If City of Fayetteville is not able to obtain such City Council approval, City of Fayetteville shall be entitled to terminate this Agreement upon written notification to Centennial Bank through and including the Closing Date. Upon such notification, except as specifically set forth in this Agreement, neither City of Fayetteville or Centennial Bank shall have further obligation to the other pursuant to this Agreement, or otherwise.

4. Closing; Possession. The Closing shall take place at the offices of the Title Company, on a date chosen by City of Fayetteville and Centennial Bank, such date not to be later than March 30, 2018 (the "Closing Date"). The Closing shall take place pursuant to a closing

insured by the insurance company referenced in the Commitment (as described in Section 5 of this Agreement).

Centennial Bank shall deliver possession of the Premises to City of Fayetteville immediately on the Closing Date, and Centennial Bank shall convey to City of Fayetteville marketable and insurable title to the Premises, subject only to the Permitted Exceptions (defined below), such conveyance and possession to be free from any lien, encumbrance, or adverse claim, subject only to the Permitted Exceptions.

5. Title Insurance. Centennial Bank, at Centennial Bank's expense, shall obtain a title commitment issued by Title Company, as agent of Chicago Title Insurance Company, for a current ALTA Form B Owner's title insurance policy, in an amount equal to the Purchase Price, showing marketable title to the Premises in Centennial Bank (the "Commitment"), and subject to such items reasonably agreed to by City of Fayetteville and Centennial Bank ("Permitted Exceptions").

Centennial Bank shall pay the cost of the Commitment and the owner's title insurance policy which will be issued in connection therewith after the Closing. Centennial Bank warrants, represents and covenants, between the date Centennial Bank executes this Agreement and the Closing Date, Centennial Bank shall not create or suffer any unpermitted exceptions to title on the Premises, dispose of or subject to an option to purchase or an installment land sales contract (unrecorded or recorded) any or all of (including ownership interests less than fee simple absolute) the Premises, or enter into any easements, access agreements, bills of assurance, plats, restrictive covenants, leases or rental agreements concerning the Premises, without the written consent of City of Fayetteville, to be given or withheld in the sole discretion of City of Fayetteville.

6. Closing Documents. At Closing, Centennial Bank shall convey to City of Fayetteville merchantable and insurable title to the Premises, in fee simple absolute by Special Warranty Deed in recordable form satisfactory to City of Fayetteville, acting with sole discretion, such conveyance to be free from any lien, encumbrance or adverse claim, and subject to the Permitted Exceptions. At Closing, Centennial Bank shall deliver to City of Fayetteville all matters required by the Commitment for the issuance of the owner's policy of title insurance and all other documents and performances necessary to be furnished hereunder. City of Fayetteville and Centennial Bank shall also mutually agree upon and execute, on or prior to the Closing Date, a tree preservation agreement with respect to certain property retained by Centennial Bank which lies adjacent to the Premises.

7. Warranties. Centennial Bank represents, warrants and covenants to City of Fayetteville the following are true and correct as of the date hereof and shall be true and correct as of the Closing Date:

(a) Centennial Bank has good and marketable title to the Premises; free and clear of all liens (other than liens to be satisfied by Centennial Bank upon the Closing Date),

claims of adverse possession, ownership or prescriptive use and encroachments upon the Premises except the Permitted Exceptions;

(b) No person, firm, or entity has any rights in or rights to acquire a leasehold, freehold, adverse or prescriptive interest in the Premises or any part thereof;

(c) Centennial Bank has all requisite capacity and legal authority required by law to enter into, legally bind and consummate the transaction contemplated by this Agreement;

(d) The execution, delivery and performance by Centennial Bank of this Agreement does not and will not contravene or constitute a default under any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument binding upon Centennial Bank or result in the creation of any lien or other encumbrance of any asset of Centennial Bank, except as herein provided;

(e) No consent or approval is required to be obtained from, and no action needed to be taken by, or document filed with, any judicial, governmental or self-regulatory agency or instrumentality in connection with the execution, delivery and performance of this Agreement or, if any such action is required, the same has been or will be duly taken by Centennial Bank prior to the Closing and at the Closing will be in full force and effect and will constitute valid and sufficient consent or approval therefor;

(f) There is no action, suit or proceeding pending or, to Centennial Bank's actual knowledge threatened (nor to the knowledge of Centennial Bank is there any basis therefor), against or affecting Centennial Bank, the Premises or any portion thereof, in any court or before any arbitrator or before or by any governmental or self-regulatory agency or instrumentality: (i) which in any manner raises any question affecting the validity or enforceability of this Agreement or any other agreement or instrument to which Centennial Bank is a party and that is to be used in connection with or is contemplated by this Agreement, or (ii) in which there is a reasonable possibility of an adverse decision that could affect the ability of Centennial Bank to consummate the transaction contemplated by this Agreement, or the market value or usefulness of the Premises to City of Fayetteville after Closing;

(g) To Centennial Bank's actual knowledge, there are no violations at the Premises of any law, regulation, directive or code, federal or state, including but not limited to environmental, building, ecological, fire, pollution, health or zoning laws, ordinances, directives, codes or regulations which could impose liability or obligation upon City of Fayetteville after Closing. Centennial Bank is not aware of any past or present generation, manufacture, storage or disposal of any Hazardous Substances or Wastes (as defined by applicable federal, state and local environmental laws, regulations and directives, and which shall also include hydrocarbon and byproducts thereof) on the Premises or Hazardous Substances or Wastes being present on the Premises nor has there been use of the Premises that may, under any federal, state or local law, directive, code or regulation, require any closure or cessation of the use of the Premises or impose any monetary obligations upon Centennial Bank, its successors or assigns. Centennial

Bank has not been notified by any governmental agency or individual of any pending or threatened action, litigation, proceeding or investigation as a responsible party or potentially responsible party for any liability for disposal or releases of any Hazardous Substances or Wastes; no lien or superlien has been recorded, asserted or threatened against the Premises for any liability in connection with any environmental contamination; the Premises has not been listed on either the National Priorities List, as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. ' 9601, *et seq.*

(h) From the date Centennial Bank executes this Agreement until the Closing Date, the Premises shall remain in substantially the same condition as upon the Opening of Escrow, reasonable wear and tear excepted; except for mandatory actions required of Centennial Bank by this Agreement, Centennial Bank shall manage and maintain the Premises in Centennial Bank's usual and ordinary course of business, in a manner consistent with Centennial Bank's past practices, or the past practices for which the Premises has been used;

(i) There are no service contracts or management contracts affecting the Premises, except those contracts provided to City of Fayetteville during the Inspection Period (if any are provided they must be acceptable to City of Fayetteville and assigned to City of Fayetteville at Closing);

(j) Centennial Bank has delivered or will timely deliver all items set forth in Section 2(b);

(k) At Closing, Centennial Bank shall deliver to City of Fayetteville a sworn and notarized Affidavit dated as of the Closing Date, stating the foregoing representations, warranties and covenants are true and correct as of the Closing Date.

City of Fayetteville represents, warrants and covenants to Centennial Bank the following are true and correct as of the date hereof and shall be true and correct as of the Closing Date:

(i) City of Fayetteville has all requisite capacity and legal authority required by law to enter into, legally bind and consummate the transaction contemplated by this Agreement;

(ii) The execution, delivery and performance by City of Fayetteville of this Agreement does not and will not contravene or constitute a default under any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument binding upon City of Fayetteville or result in the creation of any lien or other encumbrance of any asset of City of Fayetteville, except as herein provided;

(iii) Solely except as set forth in Section 3 herein, no consent or approval is required to be obtained from and no action needed to be taken by or document filed with any judicial, governmental or self-regulatory agency or instrumentality in connection with the

execution, delivery and performance of this Agreement or if any such action is required, the same has been or will be duly taken prior to the Closing and at the Closing will be in full force and effect and will constitute valid and sufficient consent or approval therefor;

(iv) There is no action, suit or proceeding pending or to City of Fayetteville's knowledge threatened (nor to the knowledge of City of Fayetteville is there any basis therefor), against or affecting City of Fayetteville in any court or before any arbitrator or before or by any governmental or self-regulatory agency or instrumentality: (i) which in any manner raises any question affecting the validity or enforceability of this Agreement or any other agreement or instrument to which City of Fayetteville is a party and that is to be used in connection with or is contemplated by this Agreement, or (ii) in which there is a reasonable possibility of an adverse decision that could materially and adversely affect the ability of City of Fayetteville to consummate the transaction contemplated by this Agreement;

(v) At the Closing, City of Fayetteville shall deliver to Centennial Bank a sworn and notarized Affidavit dated as of the Closing Date, stating the foregoing representations, warranties and covenants of City of Fayetteville are true and correct as of the Closing Date.

8. Damage or Destruction; Condemnation. The risk of loss or damage to the Premises by fire or other casualty, including without limitation war, terroristic act, flood, earthquake, tornado or act of God, until the delivery, acceptance and recordation of the Special Warranty Deed is specifically and absolutely assumed by Centennial Bank. In the event the Premises is substantially destroyed prior to recordation of the Special Warranty Deed, City of Fayetteville and Centennial Bank shall each have the option to: (i) terminate this Agreement and neither party shall have any further obligation to the other hereunder, or (ii) accept the Premises in its condition at Closing, with City of Fayetteville to receive an assignment of all insurance proceeds otherwise payable to Centennial Bank. If any part or all of the Premises is taken by power of eminent domain prior to recordation of the Special Warranty Deed, City of Fayetteville and Centennial Bank shall each have the option to: (i) terminate this Agreement and neither party shall have any further obligation to the other hereunder, or (ii) complete the transaction contemplated by this Agreement and City of Fayetteville shall receive from Centennial Bank an assignment of all condemnation or eminent domain awards, payments or rights otherwise belonging to Centennial Bank in connection therewith.

9. Closing Expenses. In addition to the obligations specified previously in this Agreement, the expenses of this transaction shall be paid as follows:

(a) Centennial Bank shall pay for the drawing of the deed and all other documents to be furnished by Centennial Bank and for one-half (1/2) of the cost of all of the following: (i) recording of the deed; and (ii) all other closing and escrow fees.

(b) City of Fayetteville shall pay for the preparation of all documents to be furnished by City of Fayetteville, and for one-half (1/2) of the cost of all of the following: (i) recording the deed; and (ii) all other closing or escrow fees.

(c) Adjustments as to: (a) real estate taxes and special assessments for the year in which the Closing Date falls; and (b) any utility charges not billed directly to Centennial Bank after Closing and all other appropriate charges shall be pro-rated by the parties as of the Closing Date. Ad valorem, general and other taxes relating to the Premises for all years prior to the year in which the Closing Date falls shall be paid by Centennial Bank on or prior to the Closing Date.

(d) City of Fayetteville and Centennial Bank shall each be responsible for their own legal, accounting, or other professional fees.

Any closing or other costs not specifically accounted for within this Section 9 or in other provisions of this Agreement shall be paid in accordance with the normal allocation of City of Fayetteville's and Centennial Bank's closing costs as reasonably determined by Title Company, City of Fayetteville and Centennial Bank agreeing to hold Title Company harmless for any determinations so made.

10. Remedies Upon Default. If Centennial Bank shall default under this Agreement, including without limitation the breach of any warranty or representation of Centennial Bank set forth in Section 7 of this Agreement, City of Fayetteville shall be immediately entitled to terminate this Agreement, as the sole and exclusive remedy of City of Fayetteville, all other remedies being expressly waived. If City of Fayetteville shall default under this Agreement, including without limitation the breach of any warranty or representation of City of Fayetteville set forth in Section 7 of this Agreement, Centennial Bank shall be immediately entitled to terminate this Agreement, as the sole and exclusive remedy of Centennial Bank, all other remedies being expressly waived.

11. Binding Effect. This Agreement shall bind and inure to the benefit of City of Fayetteville, Centennial Bank and their respective successors and assigns. City of Fayetteville and Centennial Bank agree this Agreement is not assignable by City of Fayetteville to any individual or entity without the prior written consent of Centennial Bank, with such consent to be given or withheld in Centennial Bank's sole discretion.

12. Survival of Warranties, Representations, Covenants and Obligations. All warranties, representations, covenants and agreements made in this Agreement by City of Fayetteville or Centennial Bank and obligations to perform by Centennial Bank shall survive the Closing and shall not be merged into the Closing, instead surviving as though all warranties, representations, covenants and agreements made in this Agreement by Centennial Bank were incorporated into the Special Warranty Deed delivered by Centennial Bank to City of Fayetteville as if set out word for word.

13. Notices. All notices and demands hereunder shall be in writing and personally delivered or mailed by registered or certified United States mail, return receipt requested, postage prepaid to:

If to Centennial Bank: CENTENNIAL BANK
2171 West Main
Cabot, Arkansas 72023
Attn: Jodi Allgood, Special Assets Manager
email: _____

With a copy to: QUATTLEBAUM, GROOMS & TULL PLLC
4100 Corporate Center Drive, Suite 310
Springdale, Arkansas 72762
Attn: Jeb H. Joyce
email: _____

If to City of Fayetteville: THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain Street
Fayetteville, Arkansas 72701
Attn: Don Marr, Chief of Staff
email: dmarr@fayetteville-ar.gov

With a copy to: Kit Williams
Fayetteville City Attorney
113 W. Mountain Street
Fayetteville, AR 72701
email: kwilliams@fayetteville-ar.gov

All notices and demands shall be effective upon receipt if personally delivered or two (2) business days after the date of mailing if mailed. Notice of a change in the foregoing addresses shall be given in compliance with this Section 13.

14. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

15. Construction. This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to by both City of Fayetteville and Centennial Bank, each being sophisticated in transactions such as the one contemplated by this Agreement, City of Fayetteville and Centennial Bank each having the benefit and advice of legal counsel, and shall be construed accordingly.

16. Captions. All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof.

17. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Arkansas. City of Fayetteville and Centennial Bank agree The Parties consent to the jurisdiction of the circuit courts of Washington County, Arkansas and the United States District Court for the Western District of Arkansas and irrevocably agree that all actions or proceedings relating to this Agreement may be litigated in such courts. The Parties accept the jurisdiction of such courts and waive any defense of *forum non conveniens*, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement. City of Fayetteville and Centennial Bank further irrevocably and unconditionally waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Agreement and the transactions contemplated therein.

18. Entire Agreement. This Agreement shall, upon its execution, constitute the entire agreement and understanding of City of Fayetteville and Centennial Bank and shall not be altered, modified or changed unless the same is in writing and executed by City of Fayetteville and Centennial Bank. Specifically, all oral or written agreements between City of Fayetteville and Centennial Bank are superseded by this Agreement.

19. Pronouns. In this Agreement, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

20. Severability. If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed severed from this Agreement to the extent so contrary, prohibited or invalid but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible.

21. Time is of the Essence. The parties specifically agree time is of the essence with regard to all provisions of this Agreement.

22. Brokers and Sales Commissions. City of Fayetteville and Centennial Bank acknowledge and agree that neither party has dealt with any broker or finder in connection with this Agreement.

23. Miscellaneous. City of Fayetteville and Centennial Bank acknowledge that Centennial Bank may elect to utilize certain tax benefits in connection with the sale of the Premises, and City of Fayetteville agrees to cooperate with Centennial Bank as reasonably necessary in order for Centennial Bank to claim such tax benefits by signing the appropriate IRS

form acknowledging conveyance of any contributed property.

IN WITNESS WHEREOF this Agreement has been duly executed by City of Fayetteville and Centennial Bank on this _____ day of January, 2018.

CITY OF FAYETTEVILLE:

CITY OF FAYETTEVILLE, ARKANSAS,

By: _____
Lioneld Jordan, Mayor

ATTEST:

Sondra E. Smith, City Clerk-Treasurer

CENTENNIAL BANK:

CENTENNIAL BANK,
an Arkansas state chartered bank

By: _____
Jodi Allgood, Special Assets Manager

WITNESS:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

[LEGAL DESCRIPTION]

**PREPARED BY AND RETURN
FILED OR RECORDED COPY TO:**

Jeb H. Joyce, Esq.
QUATTLEBAUM, GROOMS & TULL PLLC
4100 Corporate Center Drive, Suite 310
Springdale, Arkansas 72762
479-444-5200

SPECIAL WARRANTY DEED

STATE OF ARKANSAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WASHINGTON §

That **CENTENNIAL BANK**, an Arkansas state bank ("Grantor"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration paid by **THE CITY OF FAYETTEVILLE, ARKANSAS**, a political subdivision of the State of Arkansas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, that certain tract of land situated in Washington County, Arkansas, and more fully described in the attached **Exhibit A** (the "Property"), pursuant to the terms of the Real Estate Contract dated _____, the terms of which are incorporated herein by reference; SUBJECT, HOWEVER, to real estate taxes and installments of governmental assessments which are not delinquent and easements, rights of way and other matters of record in the official land records of Washington County, Arkansas, including without limitation those shown on **Exhibit B** (the "Permitted Encumbrances").

Grantor hereby covenants that the Property is free and clear of all liens, claims of adverse possession, ownership or prescriptive use and encroachments upon the Property except the Permitted Encumbrances.

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereunto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming through or under Grantor, but not otherwise.

EXECUTED this ____ day of _____, 2018.

GRANTOR:

CENTENNIAL BANK,
an Arkansas state bank

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____ (being the person or persons authorized by said state bank to execute such instrument, stating his/her respective capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he/she was the _____ of **CENTENNIAL BANK**, an Arkansas state bank, and that [he/she] was duly authorized in [his, her] respective capacity to execute the foregoing instrument for and in the name and behalf of said state bank, and further stated and acknowledged that [he, she] had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

[SEAL]

Notary Public
Printed Name: _____
My commission expires: _____

EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

EXHIBIT B

[PERMITTED ENCUMBRANCES]

ARKANSAS REAL PROPERTY TAX AFFIDAVIT OF COMPLIANCE

Grantee (Buyer) Name & Address:

Grantor (Seller) Name & Address:

Date of real property transfer (as reflected on the transfer instrument): _____

Name of the Arkansas county where the property deed will be filed: _____

Amount of the full consideration for the transaction: \$ _____

_____ No tax is due: Exemption (check on exemption below)

1. ☐ Transfers to or from the United States, the State of Arkansas, or any of the instrumentalities, agencies, or political subdivisions thereof.
2. ☐ Any instrument given in writing to secure a debt.
3. ☐ Any instrument solely for the purpose of correcting or replacing an instrument that has been previously recorded with full payment of tax having been paid at the time of the previous recordation.
4. ☐ Instruments conveying land sold for delinquent taxes.
5. ☐ Instruments conveying leasehold interest in land only.
6. ☐ Instruments, including timber deeds, which convey the right to remove timber for a period not to exceed twenty-four (24) months.
7. ☐ Instruments given by one party in a divorce action to other party to the divorce action as a division of marital property whether by agreement or order of the court.
8. ☐ Instruments given in any judicial proceeding to enforce any security interest in real estate when the instrument transfers the property to the same person who is seeking to enforce the security interest.
9. ☐ Instruments given to a secured party in lieu of or to avoid a judicial proceeding to enforce a security interest in real estate.
10. ☐ Instruments conveying a home financed by the Federal Housing Administration, Department of Veterans Affairs, or United States Department of Agriculture (USDA) Rural Development, if the sale price of the home is sixty thousand dollars (\$60,000) or less and the seller files with the county recorder of deeds a sworn statement by the buyer stating that neither the buyer nor the spouse of the buyer has owned a home within three (3) years of the date of closing and also stating the sale price of the home.
11. ☐ Instruments conveying land between corporations or between corporations, partnerships, limited liability companies, or between a business entity and its shareholder, partner or member of a corporation incident to the organization, reorganization, merger, consolidation, capitalization, asset distribution, or liquidation of a corporation, partnership, limited liability company, or other business entity.
12. ☐ A beneficiary deed under ACA § 18-12-608.
13. ☐ Consideration of \$100 or less.
14. ☐ Other (Explain) _____

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.

Agent or Grantee Signature: _____ Date: _____

Address: _____

Budget Year	Division	Adjustment Number
2018	ECONOMIC DEVELOPMENT (050)	
	/Org2	
	Requestor: Devin Howland	

\$4,963,465 is being requested in the City's General Fund for the acquisition and principal payment related to the purchase of land on Mountain Ranch. The Walton Family Foundation is contributing \$1,661,215 towards the purchase and loaning another \$1,651,125. The amount requested in the principal payment account is to repay the loan over five payments.

Kevin Springer
2/2/2018 4:00 PM

GLDATE: _____
POSTED: _____

v.20180119

C:\Program Files\Granicus\Legistar5\Packet\1245_City Council Agenda Session_2_13_2018\0012_2_BA_CENTENNIAL OPEN SPACE ACQUISITION 1 of 11

BASE_DETAIL

5500.00

5500.01

5500.03

ACCOUNT_DESCRIPTION

Principal Payment - Principal Payment

Principal Payment - Capital Lease Payment

Principal Pay - Walton Family Foundation
--

ACCOUNT CLASSIFICATION 1

50 - Debt Service

50 - Debt Service

50 - Debt Service

BASE_DETAIL_FULL

5500.00: Principal Payment - Principal Payment
--

5500.01: Principal Payment - Capital Lease Payment
--

5500.02: Principal Payment - Installment Sale Payment

ACCT TYPE			
EX	5 - EXPENSE	N	5500
EX	5 - EXPENSE	N	5500
EX	5 - EXPENSE	N	5500

Principal Payment	00
Principal Payment	01
Principal Payment	02

Principal Payment	5	4/12/2016 17:13
Capital Lease Payment	5	4/12/2016 17:13
Installment Sale Payment	5	4/12/2016 17:13

78 1/19/2018 12:19 PM
78 1/19/2018 12:19 PM
78 1/19/2018 12:19 PM

BASE DETAIL MASTER:



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0095

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 18-6076 FOR APPROXIMATELY 0.47 ACRES LOCATED AT 203, 205 & 207 SOUTH WEST AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate, Urban.

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

City of Fayetteville Staff Review Form

2018-0095

Legistar File ID

2/20/2018

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

Garner Stoll

2/2/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 18-6076: Rezone (203, 205 & 207 S. WEST AVE./ROUSE, 523): Submitted by MARK ALAN ROUSE, INC. for properties at 203, 205 & 207 S. WEST AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.47 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 20, 2018

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: February 2, 2018

SUBJECT: **RZN 18-6076: Rezone (203, 205 & 207 S. WEST AVE./ROUSE, 523):** Submitted by MARK ALAN ROUSE, INC. for properties at 203, 205 & 207 S. WEST AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.47 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:

Planning Commission recommend approval of an ordinance to rezone the subject property to NS-G, Neighborhood Services-General, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property contains three parcel located at 203, 205, and 207 S. West Avenue and contains approximately 0.47 acres. The property is zoned NC, Neighborhood Conservation and contains two existing homes, constructed in 1905 and 1911. The property is located within the Downtown Design Overlay District.

Request: The request is to rezone the property from NC, Neighborhood Conservation to RI-U, Residential Intermediate–Urban. The applicant indicates that the intent is facilitate re-development of the site.

Land Use Compatibility: The proposed zoning would allow single-, two-, three-, and four-family dwellings which would be compatible with surrounding land use patterns in this area, which consists of single-family and some small multi-family residential properties to the north, the public library to the east, and City park to the west and south. This property is along the western edge of the downtown square area and along a well-travelled route between Dickson Street and south Fayetteville. The proposed zoning provides flexibility with unlimited density that is an appropriate development pattern in this central downtown location, surrounded by the public library and square, City park, and a wide variety of housing types and ages.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Downtown Master Plan, which makes a higher density of residential development a top priority and encourages a variety of residential typologies in order to 'get more people' downtown. The proposed zoning would allow re-development of the subject

lots with options for single-family, two-family, and up to four-family units within a form-based zoning district that encourages walkability and provides flexibility for construction of dwellings variety of sizes and costs.

DISCUSSION:

On January 22, 2018, the Planning Commission forwarded the proposal to City Council with a recommendation for approval RI-U, Residential Intermediate – Urban by a vote of 7-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Public Comment
- Planning Commission Staff Report



18-6076
EXHIBIT 'B'

Tract 1: Part of Block Numbered Thirty-six (36) in the City of Fayetteville, Arkansas, according to said original plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington county, Arkansas, more particularly described as follows: Commencing at the Northeast corner of said Block 36, thence S00°03'31"W along the East line of said Block 36, 105.00 feet to a set iron on the West right-of-way of West Avenue for the true point of beginning; thence S00°03'31"W along said right-of-way 53.00 feet to a set iron; thence leaving said right-of-way S89°58'38"W 143.27 feet to an existing railroad track piece on the East right-of-way of the St. Louis and San Francisco Railroad; thence N04°07'42"E along said railroad right-of-way 53.14 feet to a set iron; thence leaving said railroad right-of-way N89°58'38"E 139.50 feet to the point of beginning.

Tract 2: Part of Block Thirty-six (36), Original Town (now City) of Fayetteville, more particularly described as follows: Beginning at a point of the East line of said Block 36, 12 feet of the Northeast corner of said Block, thence South on the said East line 50 feet; thence West 140 feet to the East line of the right of way of the Pacific and G.E. (now Frisco) Railroad; thence along said East line of said right of way in a Northerly direction to a point 137 feet due West of the point of beginning; thence East to the point of beginning. Containing 2/10ths of an acre, 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.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

6076

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

523

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☒ Applicant ☐ Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name: Mark Alan Rouse, Inc.

Name:

Address:

9422 Rogers Ave
Fort Smith, AR 72903

Address:

E-mail:

mark@rousecustomhomes.com

E-mail:

Phone:

(479) 651-4865

Phone:

()

()

()

Fax:

()

Fax:

()

Site Address / Location: 203, 205, & 207 S. West Ave.

Current Zoning District: NC

Requested Zoning District: RI-U

Assessor's Parcel Number(s) for subject property: 765-02032-000, 765-02034-000, 765-02031-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Mark Alan Rouse, Inc.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Mark Rouse Date: 1-11-18
Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Mark Alan Rouse, Inc. Address: 9422 Rogers Ave.
Signature: [Signature] Fort Smith, AR 72903
Date: 1-11-18 Phone: ()

Name (printed): _____ Address: _____
Signature: _____
Date: _____ Phone: ()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

MEETING DATE: ~~January 22, 2018~~ **UPDATED 1/31/2018**

SUBJECT: **RZN 18-6076: Rezone (203, 205 & 207 S. WEST AVE./ROUSE, 523):**
Submitted by MARK ALAN ROUSE, INC. for properties at 203, 205 & 207 S. WEST AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.47 acres. The request is to rezone the properties to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN 18-6076** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

The subject property contains three parcels located at 203, 205, and 207 S. West Avenue and contains approximately 0.47 acres. The property is zoned NC, Neighborhood Conservation and contains two existing homes, constructed in 1905 and 1911. The property is located within the Downtown Design Overlay District. The surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Residential	NC, Neighborhood Conservation
South	City Park Land	P-1, Institutional
East	Future Library Site	DG, Downtown General
West	City Park Land	P-1, Institutional

Request: The request is to rezone the property from NC, Neighborhood Conservation to RI-U, Residential Intermediate–Urban. The applicant indicates that the intent is facilitate re-development of the site.

Public Comment: No public comment as of writing this report.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to West Avenue, a partially improved, asphalt local street. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the site. There is an existing 6-inch main along the west side of the street within the right-of-way. This line is available for service connections
- Sewer:** Sanitary Sewer is available to the site. There is an 8-inch sewer main that runs along the center side of West Avenue. This line is available for service connections.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. No portion of this property is identified as FEMA regulated floodplain. No protected streams are located onsite, nor is any of this parcel in the HHOD. Some areas onsite are however identified as having 15% or greater slopes and may be subject to residential grading permits if applicable.
- Fire:** The Fire Department did not express concerns with this request.
- Police:** The Police Department did not comment on this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **Downtown Master Plan Area**.* This plan calls for a 'superbly walkable environment and a more densely populated downtown, with a mix of income levels in order to maintain and encourage a vibrant downtown.

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** The proposed zoning would allow single-, two-, three-, and four-family dwellings which would be compatible with surrounding land use patterns in this area, which consists of single-family and some small multi-family residential properties to the north, the public library to the east, and City park to the west and south. This property is along the western edge of the downtown square area and along a well-travelled route between Dickson Street and south Fayetteville. The proposed zoning provides flexibility with unlimited density that is an appropriate development pattern in this central downtown location, surrounded by the public library and square, City park, and a wide variety of housing types and ages.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Downtown Master Plan, which makes a higher density of residential development a top priority and encourages a variety of residential typologies in order to 'get more people' downtown. The proposed zoning would allow re-development of the subject lots with options for single-family, two-family, and up to four-family units within a form-based zoning district that encourages walkability and provides flexibility for construction of dwellings variety of sizes and costs.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the RI-U zoning district to allow for reduced lot widths and a variety of available housing types which would allow for future residential development.

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

Finding: The proposed zone is not expected to appreciably increase potential traffic danger or congestion in the area over the current NC zoning.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning is likely to result in slightly higher density of population, however no undesirable load on public services is anticipated. The Police and Fire Departments have not expressed concerns about the proposed zoning district.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends forwarding **RZN 18-6076** to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

Planning Commission Action: ☒ Forward ☐ Tabled ☐ Denied

Meeting Date: January 22, 2018

Motion: JOHNSON

Second: QUINLAN

Vote: 7-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- UDC 161.29 – NC, Neighborhood Conservation
- UDC 161.12 – RI-U, Residential Intermediate-Urban
- Fire Marshal Comments
- Request letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.27 - 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

(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) family dwellings
Unit 12	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	Cottage Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single Family	40 feet
Two Family	80 feet
Three Family	90 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	45 feet
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(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, § 1(Exh. A), 10-6-15)

161.12 - District RI-U, Residential Intermediate - Urban

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

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

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

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

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

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	30/45 feet
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. [5945](#), §5(Exh. A), 1-17-17)

TO: Quin Thompson, Planner

CC: Assistant Chief Harley Hunt, Fire Marshal
Battalion Chief Brian Sloat, Deputy Fire Marshal

FROM: Rodney Colson, Fire Protection Engineer

DATE: January 16, 2018

SUBJECT: RZN 18-6076: Rezone (203, 205 & 207 S. West Ave./Rouse, 523)

The Fire Department has no comments regarding the rezoning request. Fire apparatus access, water supply and fire protection will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

The site will be protected by Ladder 1, located at 303 W. Center Street. The property is located approximately 0.2 miles from the fire station with an anticipated response time of approximately 2 minutes. The Fayetteville Fire Department has a 6-minute response time goal for all development. Since this site is within the Fire Department's response time goal, the Fire Department does not feel this development will negatively impact response time averages for this area.

January 11, 2018

Dear Planning Commission,

We are asking for a rezoning request from NC to RI-U on the following parcels: 207, 205, 203 S. West Ave. also known as the following parcels: 765-02032-000, 765-02034-000, 765-02031-000.

Currently there is a mix of single family homes, apartments, live-work units downtown. Each of these range in size and architectural style that gives the downtown area its eclectic synergy. It encourages people to immerse themselves in what is the Downtown lifestyle.

The plan for this property will be Sophisticated Modern Designed Townhomes to encourage living and working in the downtown area. These homes will include sprawling rooftop terraces with built-in green space that

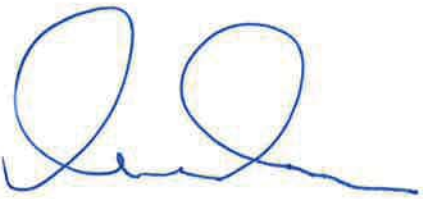
Our proposed zoning change is completely consistent with the land use planning objectives, principals, policies, and zoning plans. Our project would bridge the gap between the current single-family housing and the multi-family housing in the area as there are currently no medium density projects in the area.

The zoning change request is warranted at the current time because the project will not be viable without this new zoning.

Population density would not increase drastically with proposed project. The spacious rooftop terrace and nightlife within close proximity will encourage people to walk thus minimizing traffic and congestion.

By requesting a medium density zoning there should no impact on city services.

Due to the current revitalization of the downtown area making single family housing cost prohibitive due to the rise in cost per unit thus, eliminating a diverse income levels and coincidently promotes urban sprawl.



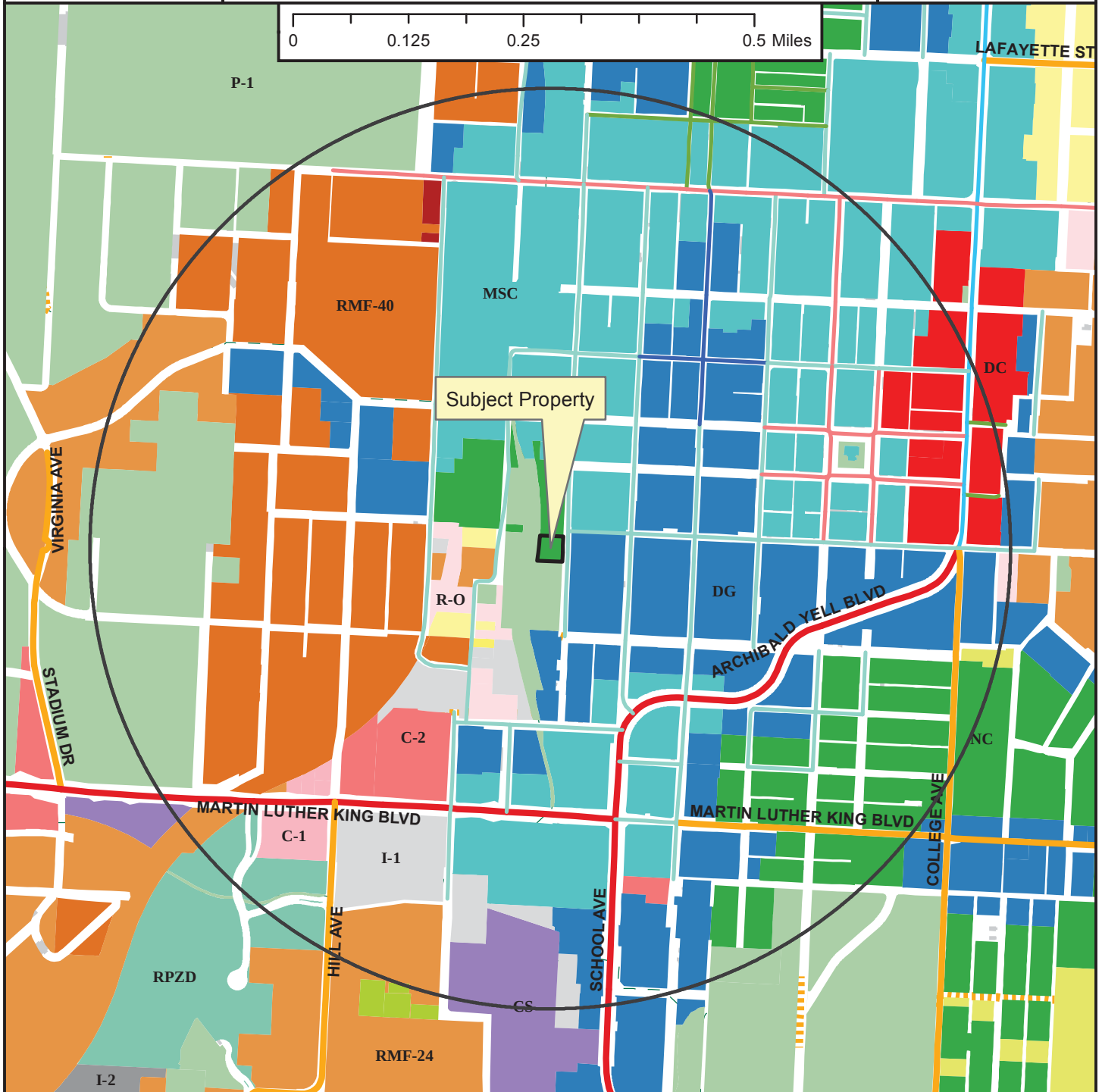
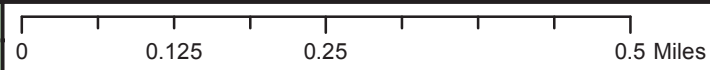
Mark A. Rouse

Mark Alan Rouse, Inc.

RZN 18-6076

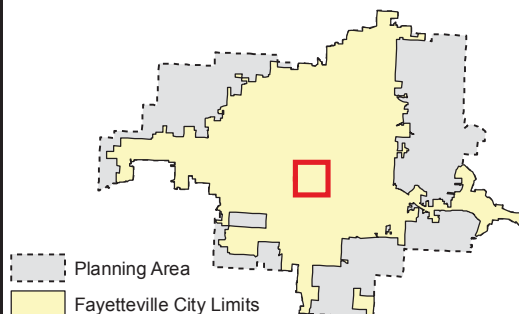
ROUSE

One Mile View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- | | |
|---|--|
| Zoning
RESIDENTIAL SINGLE-FAMILY
RSF-5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18
RESIDENTIAL MULTI-FAMILY
RT-12 Residential Two and Three-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
Commercial-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 |
|---|--|

Planning Commission
January 22, 2018

RZN 18-6076

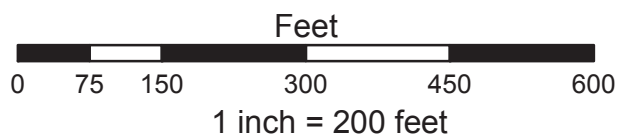
ROUSE

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- RSF-4
- RSF-7
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

RZN 18-6076

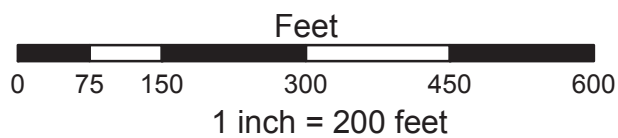
ROUSE

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

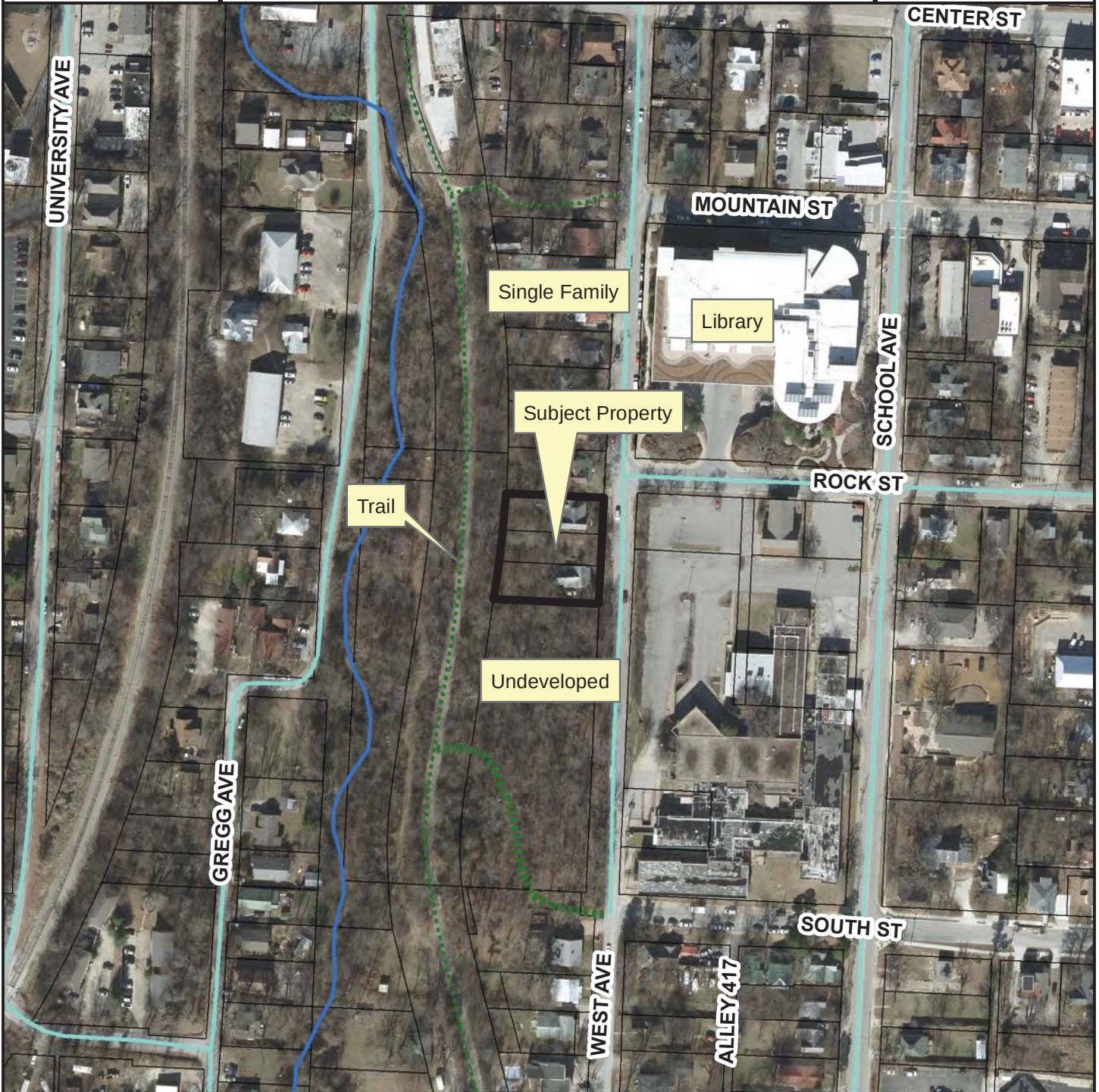


- RSF-4
- RSF-7
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

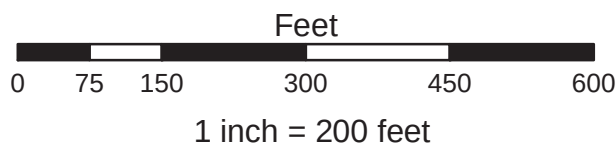
RZN 18-6076

Current Land Use

ROUSE

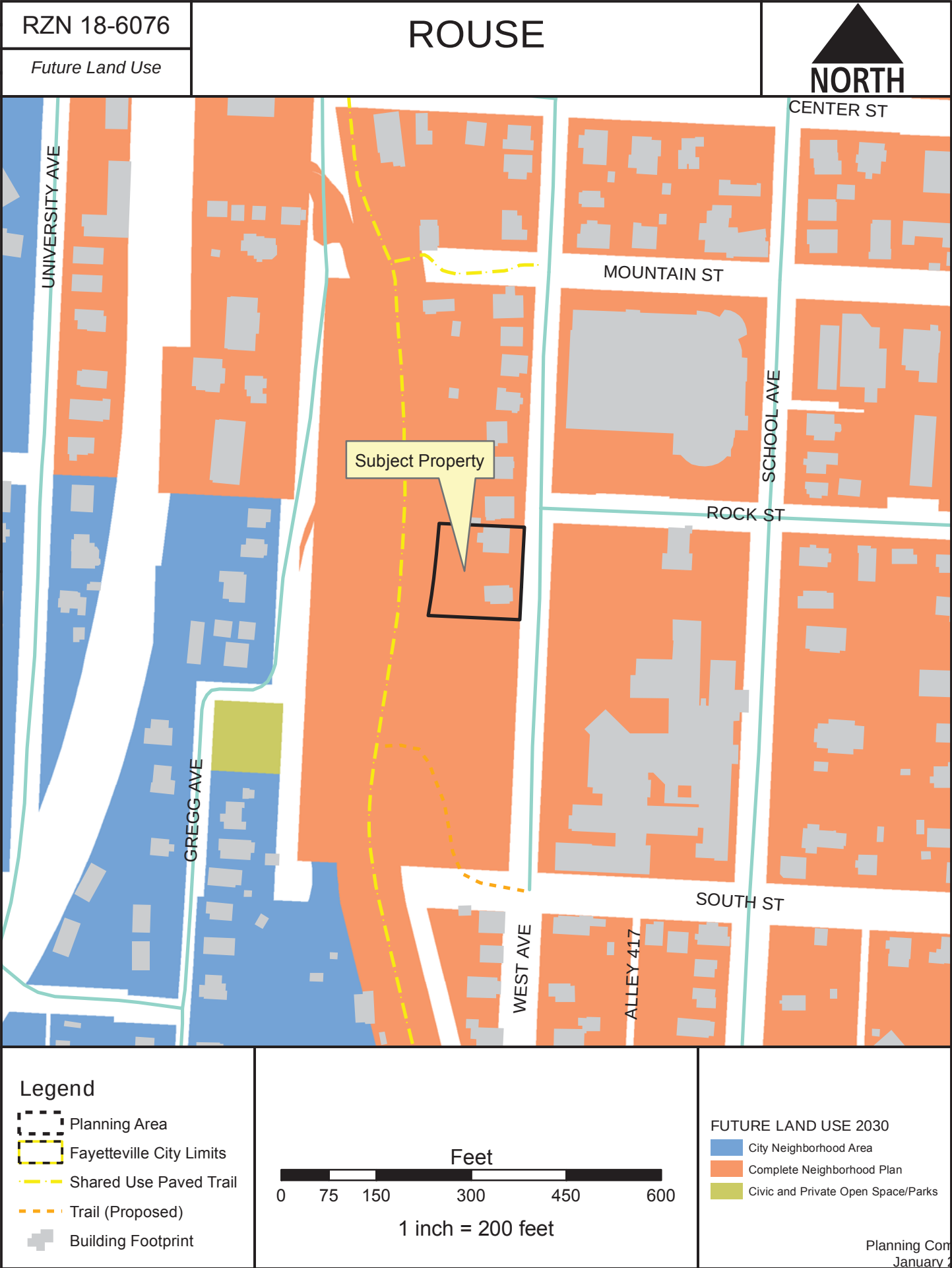


- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway





City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0096

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6046 FOR APPROXIMATELY 29 ACRES LOCATED EAST OF GREENS CHAPEL ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 Units per Acre.

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



**JORGENSEN
+ASSOCIATES**
Civil Engineering • Surveying
Landscape Architecture Services

RECEIVED

JAN 23 2018

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

January 23, 2018

Sondra Smith
City Clerk
City of Fayetteville
113 W Mountain Street, Room 308
Fayetteville, AR 72701

Re: RZN 17-6046

Please accept this appeal of the decision of the Planning Commission on January 22nd, 2018, to deny the rezoning request for RZN 17-6046.

This appeal is made pursuant to Section 155.05 of the Uniform Development Code. We understand that Planning Commission has to make a lot of tough decisions and we certainly appreciate their hard work and time. However, in this instance, we feel that the applicant has presented a reasonable zoning request that is in conformity with the surrounding properties. We are kindly asking that the City Council please place this item on the next agenda, so that we can further discuss this matter.

Sincerely;
Jorgensen + Associates



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 20, 2018

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: February 2, 2018

SUBJECT: RZN 17-6046: Rezone (EAST OF GREENS CHAPEL RD./WALKER, 436): Submitted by JORGENSEN & ASSOCIATES, INC. for property EAST OF GREENS CHAPEL RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 29.00 acres. The request is to rezone the properties to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE.

RECOMMENDATION:

Staff and the Planning Commission recommend denial of the request to rezone as shown in Exhibits 'A' and 'B'. The applicant has appealed the Planning Commission's decision to the City Council.

BACKGROUND:

The subject property is an undeveloped 29-acre parcel located east of Greens Chapel Road and north of Drewrys Bluff Road in west Fayetteville. The property is zoned R-A, Residential Agricultural. The property is bordered on the south and west by phases I and IV of the Legacy Pointe subdivision, and on the north and east by large lots in the older residential-agricultural pattern.

Request: The request is to rezone the property from R-A, Residential Agricultural to RSF-4, Residential Single-family/4 Units per Acre. The applicant indicates that the intent is to facilitate development of the site.

Land Use Compatibility: The proposed zoning is compatible with surrounding land use patterns to the west and south, which consists of single-family neighborhoods in RSF-4 and have street stub-outs to the subject property. The proposed zoning is somewhat incompatible with surrounding land use to the north and east which is very low density and rural residential in nature.

Land Use Plan Analysis: The proposed zoning is incompatible with the Rural-Residential designation on the Future Land Use Map (FLUM) which calls for preservation of agricultural uses, and if developed, that the appropriate pattern is low density residential development on large lots, with an emphasis on conservation and agriculture that transitions well to surrounding rural areas.

DISCUSSION:

On January 22, 2018, the Planning Commission denied the request by a vote of 6-1-0 with Commissioner Belden voting 'no'.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN17-6046

WALKER

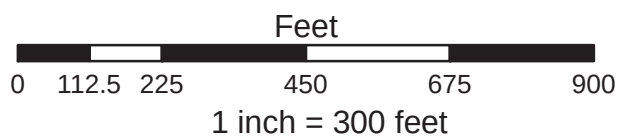
**17-6046
EXHIBIT 'A'**

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-1
- RSF-4
- RMF-6
- P-1

17-6046
EXHIBIT 'B'

LEGAL DESCRIPTION:

A part of the W 1/2 of the SW 1/4 of Section 11,
T-16-N, R-31-W, Beginning at the SW Corner of said
W 1/2, thence N02°26'02"E 1,321.30 feet, thence
S87°47'45"E 328.75 feet, thence S02°33'43"W 65.67
feet, thence S87°38'12"E 658.99 feet, thence
S02°17'55"W 1,254.70 feet, thence N87°44'37"W
990.56 feet to the POINT OF BEGINNING, Containing
29.00 Acres, more or less, subject to all easements
and right-of-ways of record.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:
Date Accepted as Complete:
Case / Appeal Number:
Public Hearing Date:

FEE: \$325.00
Sign Fee: \$5.00

S-T-R:
PP#:
Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☐ Applicant ☒ Representative

Applicant (person making request):

Name: Carl Walker

Address: PO Box 321
ROGERS, AR 72757

E-mail: _____

Phone: _____
() _____
() _____

Fax: _____
() _____

Representative (engineer, surveyor, realtor, etc.):

Name: Jorgensen & Assoc

Address: 124 W. Sunbridge
Fayetteville AR 72703

E-mail: blake@jorgensenassoc.com

Phone: _____
() 442-9127
() _____

Fax: _____
() _____

Site Address / Location: East + North of Legacy S/D

Current Zoning District: R-A Requested Zoning District: RSF-1

Assessor's Parcel Number(s) for subject property: 765-16227-001

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Dave Jorgensen Date: 11/12/17

Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): _____ Address: _____

Signature:  _____

Date: _____ Phone: () _____

Name (printed): _____ Address: _____

Signature: _____

Date: _____ Phone: () _____

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

MEETING DATE: ~~January 22, 2018~~ **UPDATE 1/31/2018**

SUBJECT: **RZN 17-6046: Rezone (EAST OF GREENS CHAPEL RD./WALKER, 436):** Submitted by JORGENSEN & ASSOCIATES, INC. for property EAST OF GREENS CHAPEL RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 29.00 acres. The request is to rezone the properties to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends denial of **RZN 17-6046** based on the findings herein.

BACKGROUND:

The subject property is an undeveloped 29-acre parcel located east of Greens Chapel Road and north of Drewrys Bluff Road in west Fayetteville. The property is zoned R-A, Residential Agricultural. The property is bordered on the south and west by phases I and IV of the Legacy Pointe subdivision, and on the north and east by large lots in the older residential-agricultural pattern. The surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Residential/Agricultural/City Park	R-A, Residential Agricultural/P-1, Institutional
South	Residential	P-1, Institutional
East	Residential/Agricultural	RSF-4, Residential Single-family/R-A, Residential Agricultural
West	Residential	RSF-4, Residential Single-family/RMF-6, Multi-family Residential

Request: The request is to rezone the property from R-A, Residential Agricultural to RSF-4, Residential Single-family/4 Units per Acre. The applicant indicates that the intent is to facilitate development of the site.

Public Comment: No public comment as of writing this report.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to Greens Chapel Road, Sabine Pass Road, and Drewrys Bluff Road. Greens Chapel Road, Sabine Pass Road, and Drewrys Bluff Road are improved two lane asphalt streets with sidewalk, curb and gutter, and storm drains. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the site. There is an 8-inch water main along the subject parcel frontage on Greens Chapel Road, Sabine Pass Road, and Drewrys Bluff Road.
- Sewer:** Sanitary Sewer is available to the site. There is an existing 8-inch main along the subject parcel frontage on Greens Chapel Road, Sabine Pass Road, and Drewrys Bluff Road.
- Drainage:** A portion of this property is identified as FEMA regulated floodplains. No part of the parcel lies within the HHOD and there are a few areas on the subject parcel that have 15% slope areas identified onsite. There are no protected streams on this parcel. There are hydric soils identified on this parcel. Any additional improvements or requirements for drainage will be determined at time of development.
- Fire:** The Fire Department has no comments regarding the rezoning request. Fire apparatus access, water supply and fire protection 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.

CITY PLAN 2030 FUTURE LAND USE PLAN: City Plan 2030 Future Land Use Map designates this property as a **Rural Residential Area**. *These areas recognize low density, large lot residential development, but are identified to encourage the conservation and preservation of woodlands, grasslands, or agricultural lands that are sparsely settled. They may not have adequate street and water infrastructure or public services, such as police and fire, to support urban or suburban densities and development patterns, nor should these services be expanded to accommodate further growth unless they are in line with the following principles:*

- a. Allow and encourage historical agricultural and related uses to continue and to occur as permanent land uses within planned developments.*
- b. If developed, encourage alternative development patterns, such as conservation or cluster development types, to achieve compatibility with surrounding rural areas.*
- c. Foster a culture that supports local food production on a variety of scales.*
- d. Encourage, preserve and protect viable agribusinesses such as orchards, berry farms and small scale produce-yielding businesses that provide goods for the local market.*

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** The proposed zoning is compatible with surrounding land use patterns to the west and south, which consists of single-family neighborhoods in t RSF-4 and have street stub-outs to the

subject property. The proposed zoning is somewhat incompatible with surrounding land use to the north and east which is very low density and rural residential in nature.

Land Use Plan Analysis: The proposed zoning is incompatible with the Rural-Residential designation on the Future Land Use Map (FLUM) which calls for preservation of agricultural uses, and if developed, that the appropriate pattern is low density residential development on large lots, with an emphasis on conservation and agriculture that transitions well to surrounding rural areas.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the RSF-4 zoning district to prepare the site for subdivision development that would continue the development pattern that exists to the immediate south and west.

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

Finding: The proposed zone would increase potential traffic, but not necessarily the danger or congestion in the area over the current R-A zoning. The RSF-4 zoning district allows development at eight times the density of the R-A zone. Traffic congestion may become an issue at Double Springs road as properties continue to develop along this Master Street Plan designated 'Minor Arterial' street.

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 zoning is likely to result in a substantial increase in density over that allowed by the existing R-A zone, however no undesirable load on public services is anticipated. The Police and Fire Departments have not expressed concerns about the proposed zoning district.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends denial of **RZN 17-6046**, finding that the request is incompatible with the adopted goals of the City as described within the Future Land Use Map

RECOMMEND MOTION: "I move to deny RZN 17-6046".

Planning Commission Action: ☐ Approved ☐ Tabled ☒ Denied

Meeting Date: January 22, 2018

Motion: QUINLAN MADE A MOTION TO DENY THE REZONING.

Second: SCROGGIN

Vote: 6-1-0 WITH COMMISSIONER BELDEN VOTING 'NO'.

BUDGET/STAFF IMPACT:

None

Attachments:

- UDC 161.03, Residential-Agricultural
- UDC 161.07 Residential Single-family/4 Units per Acre
- Fire Marshal Comments
- Request letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 - District R-A, Residential-Agricultural

(A) *Purposes* . The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses* .

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional Uses* .

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

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

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

(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	45 feet
-------------------------	---------

Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(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)

TO: Quin Thompson, Planner

CC: Assistant Chief Harley Hunt, Fire Marshal
Battalion Chief Brian Sloat, Deputy Fire Marshal

FROM: Rodney Colson, Fire Protection Engineer

DATE: January 16, 2018

SUBJECT: RZN 17-6046: Rezone (East of Greens Chapel Rd./Walker, 436)

The Fire Department has no comments regarding the rezoning request. Fire apparatus access, water supply and fire protection will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

The site will be protected by Ladder 7, located at 835 N. Ruppel Road. The property is located approximately 2.8 miles from the fire station with an anticipated response time of approximately 6 minutes. The Fayetteville Fire Department has a 6-minute response time goal for all development. Since the anticipated response time is within the Fire Department's response time goal, the Fire Department does not feel this development will negatively impact response time averages for this area.



JORGENSEN
+ ASSOCIATES
Civil Engineering + Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

December 12, 2017

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
ATTN: Planning Department

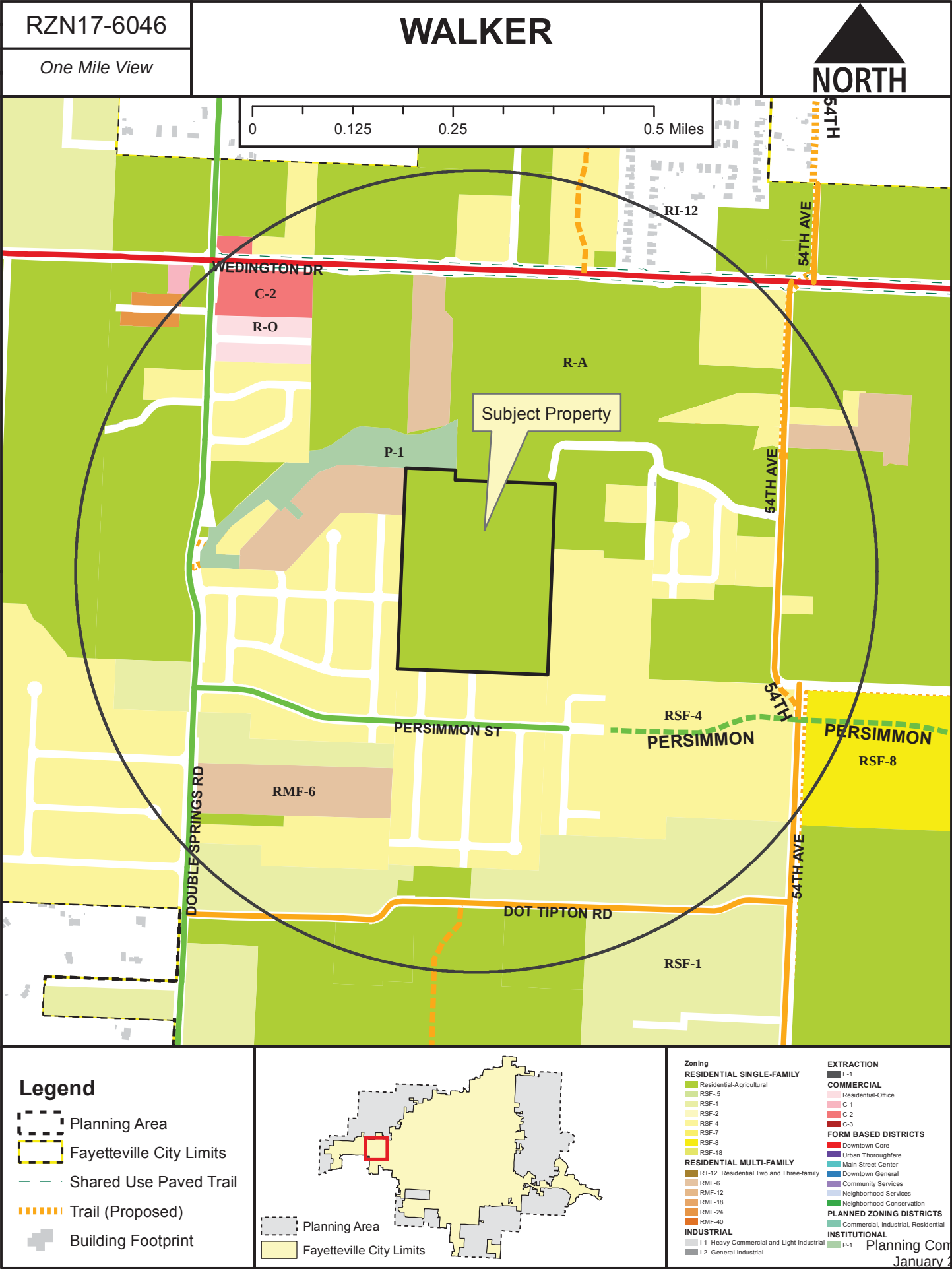
RE: Rezoning for Walker

Attached please find information pertaining to a rezoning request for Carl Walker. This is for approximately 29.0 Acres on the West side of town. To the West is Legacy Subdivision, Phase 1 (RSF-4 and RMF-6) and to the South is Legacy Subdivision (RSF-4). To the East is undeveloped (R-A and RSF-4) and to the North is City parks property (P-1). Access to the property is to the West and South. City water is also to the West and South. City sewer will be to the North. The property is currently zoned R-A and the request is to zone to RSF-4.

Please review and contact us concerning any questions you may have.

Sincerely,

David L. Jorgensen, P.E.



RZN17-6046

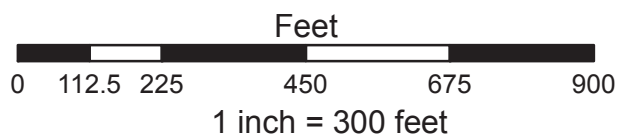
WALKER

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-1
- RSF-4
- RMF-6
- P-1

RZN17-6046

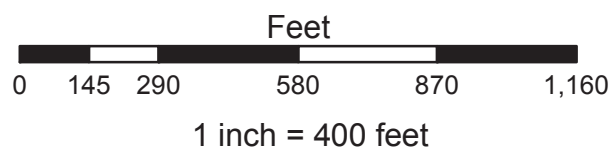
Future Land Use

WALKER



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- Natural Area
- Rural Area
- Residential Neighborhood Area
- Civic and Private Open Space/Parks

RZN17-6046

Current Land Use

WALKER



Streets Planned

MSP Class

MINOR ARTERIAL

Streets Existing

MSP Class

MINOR ARTERIAL

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet



1 inch = 400 feet

FEMA Flood Hazard Data

100-Year Floodplain

Floodway

Planning Commission

January 22, 2018

Agenda Item 10

17-6046 Walker

Page 16 of 16



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0090

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 4

RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC):

AN ORDINANCE TO APPROVE THE CITY OF FARMINGTON'S REZONING OF THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 2018-0090 FOR APPROXIMATELY 126.03 ACRES LOCATED AT DOUBLE SPRINGS ROAD FROM A-1, AGRICULTURE DISTRICT TO R-1, SINGLE FAMILY RESIDENTIAL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the City of Farmington's Rezoning of that property described in rezoning petition RZN 2018-0090 for approximately 126.03 acres located at Double Springs Road from A-1, Agriculture District to R-1, Single Family Residential because this rezoning is compatible to and will not adversely impact the adjoining property within our corporate limits.

City of Fayetteville Staff Review Form

2018-0090

Legistar File ID

2/20/2018

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

Garner Stoll

1/26/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

2018-0090: Rezone (City of Farmington, Red Canyon Development, LLC): Submitted by the City of Farmington on behalf of Red Canyon Development, LLC. for property on Double Spring Road, adjacent to the city limits of Fayetteville. The property is zoned A-1, Agriculture District and contains approximately 126.03 acres. The request is to rezone the properties to R-1, Single Family Residential.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 20, 2018

TO: Mayor; Fayetteville City Council

THRU: Garner Stoll, Development Services Director

FROM: Andrew Garner, City Planning Director

DATE: January 31, 2018

SUBJECT: **2018-0090: Rezone (City of Farmington, Red Canyon Development, LLC):**
Submitted by the City of Farmington on behalf of Red Canyon Development, LLC. for property on Double Spring Road, adjacent to the city limits of Fayetteville. The property is zoned A-1, Agriculture District and contains approximately 126.03 acres. The request is to rezone the properties to R-1, Single Family Residential.

RECOMMENDATION:

Staff recommends that rezoning the subject property in the City of Farmington to R-1, Single Family Residential as shown in the attached Exhibits 'A' and 'B' will not adversely impact the adjoining land uses in the City of Fayetteville.

BACKGROUND:

The subject property is in the City of Farmington on the west side of Double Springs Road, north of Goose Creek. The Fayetteville City limits are located across Double Springs Road to the east. The site is primarily cleared pasture with isolated areas of woodlands. The property contains approximately 126.03 acres, and is zoned A-1, Agriculture. The site is surrounded by agricultural land and low density rural residential uses with a small portion of the site bordered by a residential neighborhood to the north.

Request: On January 8, 2018, the City of Farmington City Council passed an ordinance to rezone the property to R-1, Single Family Residential as shown on Exhibits 'A' and 'B'. The R-1 proposal is a single-family zoning district with a minimum lot size of 10,000 sq. ft. The rezoning will not be officially enacted unless the Fayetteville City Council adopts a resolution agreeing that the rezoning will not adversely impact the adjoining land uses in Fayetteville. This resolution is required pursuant to Arkansas Code Annotated §14-56.306(b).

Land Use Compatibility: The proposed zoning is compatible with the land uses in Fayetteville adjacent to the east which are zoned RSF-1 and RSF-2, Residential Single Family 1 and 2-units per acre with a variety of low density parcel sizes and a new residential subdivision under development. The proposed R-1 zoning district would allow the subject property to be developed for a residential subdivision with 10,000 sq. ft. lots. While this lot size is smaller than that allowed

across Double Springs Road in Fayetteville, the land uses would be compatible with the rural residential character in Fayetteville.

DISCUSSION:

On December 18, 2017, the Farmington Planning Commission forwarded the proposal to City Council with a unanimous recommendation for approval. On January 8, 2018, the Farmington City Council approved the zoning request.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A, City of Farmington Ordinance
- Exhibit B, Survey of Rezoning Area
- Farmington City Council Packet
- City of Farmington Planning Commission meeting minutes
- Arkansas Code Annotated § 14-56.306
- City of Farmington R-1 Zoning Code
- City of Farmington Zoning Map
- City of Farmington Future Land Use Map
- City of Fayetteville Maps

2018-0090
EXHIBIT 'A'
(pg. 1 of 3)

ORDINANCE NO. 2018-01

**AN ORDINANCE REZONING PROPERTY ON DOUBLE SPRINGS ROAD
CONTAINING APPROXIMATELY 126.03 ACRES ± FROM A-1,
AGRICULTURE DISTRICT TO R-1, SINGLE-FAMILY RESIDENTIAL AS
REQUESTED BY RED CANYON DEVELOPMENT, LLC.**

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2011-02 on March 14, 2011, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2011-00017652; and

WHEREAS, certain property belonging to Red Canyon Development, LLC. is zoned A-1, Agriculture District; and

WHEREAS, after a public hearing on December 18, 2017, the Farmington Planning Commission voted during a regular meeting to rezone the property from A-1, Agriculture District to R-1, Single Family Residential.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMINGTON, ARKANSAS:

SECTION 1. That the zone classification of the following described property is hereby changed as follows:

From A-1 Agriculture District, to R-1 Single Family Residential, for the real property described in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 2. That the official zoning map of the City of Farmington, Arkansas, is hereby amended to reflect the zoning change provided in section 1 above.

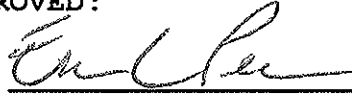
Section 3. Emergency Clause. That the City Council of the City of Farmington, Arkansas further determines that it is necessary to enact this ordinance without delay; therefore, an emergency is hereby declared to exist and this ordinance shall be in full force

2018-0090
EXHIBIT 'A'
(pg. 2 of 3)

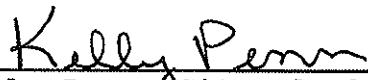
and effect from and after its passage and approval.

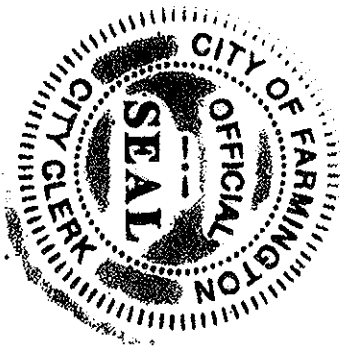
PASSED, APPROVED AND IN EFFECT this 8th day of January, 2018.

APPROVED:

By: 
Ernie Penn, Mayor

ATTEST:


Kelly Penn, City Clerk



2018-0090
EXHIBIT 'A'
(pg. 3 of 3)

Exhibit A

Commencing at the SW Corner of said SW1/4, SE1/4 of Section 15, T-18-N, R-31-W, thence N88°48'02"W 197.28 feet to the POINT OF BEGINNING, thence N42°23'07"W 1,629.86 feet, thence N01°13'46"E 1,456.41 feet, thence S89°41'28"E 1,327.99 feet, thence S89°10'19"E 1,321.57 feet, thence S01°27'04"W 1,126.81 feet, thence N87°36'15"W 463.25 feet, thence S03°07'21"W 1,292.65 feet, thence S67°22'09"W 148.32 feet, thence S00°22'09"E 193.40 feet, thence N89°07'20"W 294.91 feet, thence N00°51'45"E 144.66 feet, thence N89°11'35"W 591.11 feet, thence S00°17'59"W 142.88 feet to the POINT OF BEGINNING, Containing 126.02 acres, more or less, subject to easements and right of ways of record.



JORGENSEN
+ ASSOCIATES
Civil Engineering + Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

January 2, 2018

City of Farmington
P.O. Box 150
Farmington, AR

ATTN: Melissa McCarville
RE: Project on Double Springs Road

As you know, we have been working on the rezoning for 126 acres on the west side of Double Springs Road owned by Red Canyon LLC. This request was approved by the Planning Commission on December 18 and will go to the City Council. The developer is also asking if the City of Farmington will help share the cost of the offsite sewer to get to this property. This offsite sewer is about 1220' long and will run to the new pump station on Double Springs Road. The required size of this offsite sewer is 15" to allow for future growth. All we need is an 8" for our development. This 1220' of offsite will serve multiple tracts of property. The preliminary cost estimate for this offsite sewer is \$240,000 and our request is for the City of Farmington to pay half of this cost or \$120,000. The benefit to the City is that for each household that connects to this sewer the City will receive \$35.00 per month.

2.5 people per household
@ 100 gal. per person per day
= 2500 GPP
= 7500 GP month
@ \$4.66/1000 gal = \$35/month

300 households @ \$35/month
= \$10,500/month

So for this Red Canyon project alone this could amount to \$10,500 per month. In addition, future development will help pay for this pump station.

It is customary for other cities to cost share in similar situations. We can prepare a contract that states terms and conditions. The City will not pay anything until the line is installed, tested and improved. The developer will pay the contractor and the City will reimburse their amount after completion of the line.

The work on this line will not be started until the preliminary plat and the construction plans are approved by the Health Department and the City of Farmington.

Your consideration of this cost share is greatly appreciated.

Thank you,

David L. Jorgensen, P.E.



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RIGGINS DEVELOPMENT
(RED CANYON)
ON DOUBLE SPRINGS ROAD
OFFSITE SEWER
PRELIMINARY COST ESTIMATE
DECEMBER 2017

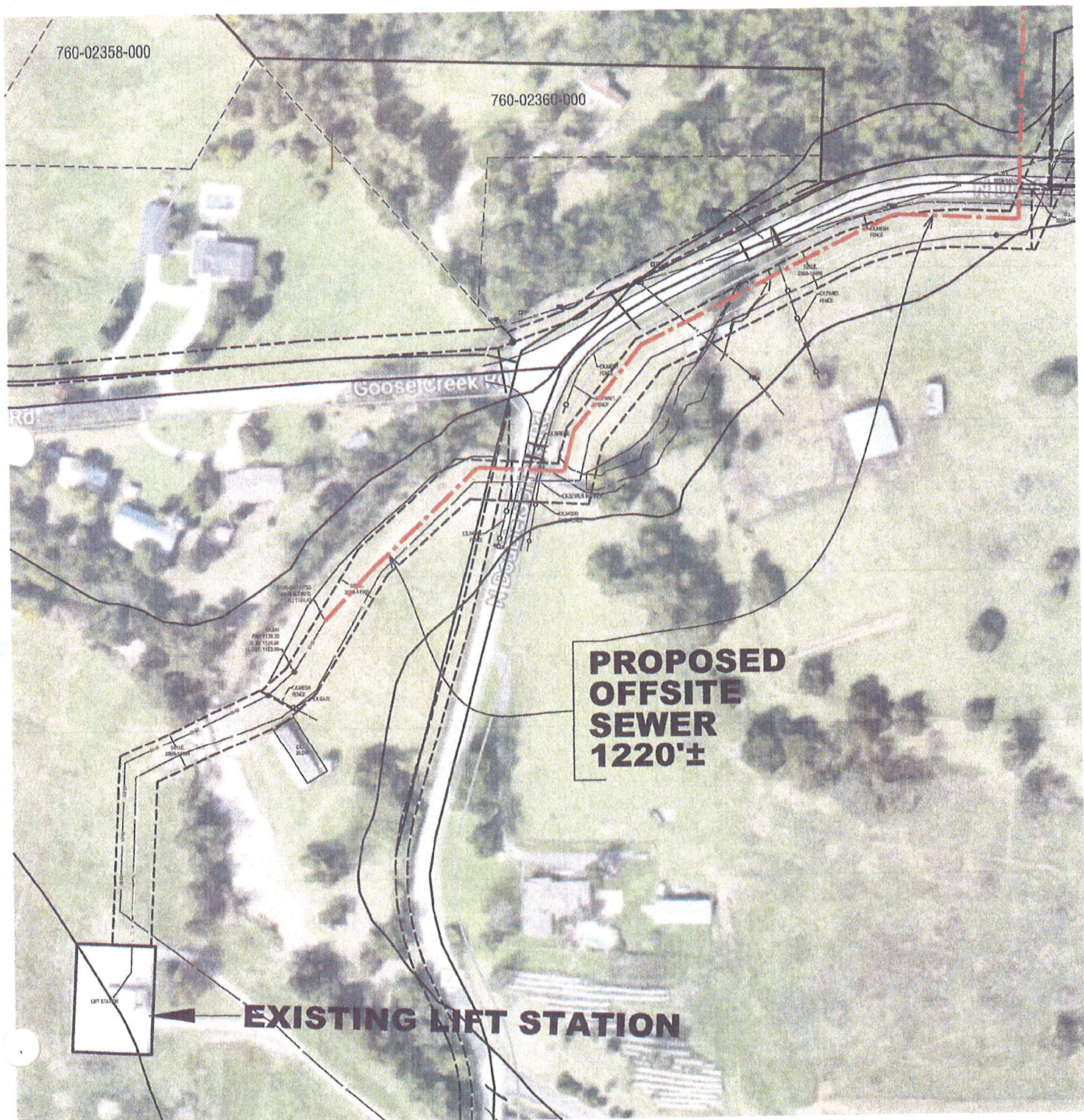
1.	1220' 15" PVC @ \$70/L.F.	\$ 85,400
2.	8 Manholes @ \$3,000/EA	\$ 24,000
3.	2 Street Bores @ \$15,000	\$ 30,000
4.	2 Creek Crossings @ \$5,000	\$ 10,000
5.	Erosion Control	\$ 5,000
6.	Clean/Test	\$ 3,000
7.	Bond	\$ 3,000
8.	Rock 300 CY @ \$200	\$ 60,000
9.	Engineering/Surveying/Construction Staking	\$ 20,000
	TOTAL	\$ 240,000

*For 8" SS

1220' 8" @ \$40/L.F.

\$ 48,800

Cost Difference is \$ 36,600 Less
(For 8" Sewer)



Planning Commission Minutes December 18, 2017

1. ROLL CALL – Meeting was called to order by Chairman Robert Mann. A quorum was present.

PRESENT

Howard Carter
Jay Moore
Matt Hutcherson
Toni Bahn
Robert Mann, Chair
Gerry Harris
Judy Horne

ABSENT

Bobby Wilson

City Employees Present: Melissa McCarville, City Business Manager; Rick Brammall, City Inspector; Steve Tennant, City Attorney; Chris Brackett, City Engineer

2. Approval of Minutes: November 27, 2017 Minutes were approved as corrected. (A statement made at that meeting was incorrect information and correct information was mentioned at this meeting.)

3. Comments from Citizens: No comments by citizens.

4. Approval of 2018 Schedule of Farmington Planning Commission meetings/submission deadlines

After review, the proposed 2018 Schedule was approved unanimously.

PUBLIC HEARING

5A. Variance Request from Front Setback Requirements at 246 E. Anabranh Court (Lot 5) by Alberta Investments, LLC

Jessie Fulcher was present and stated that this is one of two remaining lots in this multi-family zoned property just off Alberta Street where the company wishes to build duplexes. However, the lots are irregular size because they are on a cul-de-sac. Also, because the lots are adjacent to an electric power transmission line and substation and also a natural gas transmission line, the utilities easements take up 35% of the land. Development of any structure is prohibited within 100 feet of the electric utility lines. Therefore, in order to build on this Lot 5, the company must have variance from the City's front setback requirement of 4.60 feet for a width of approximately 6 feet.

Rick Bramall did not think the request would be problematic.

Chairman Mann called for question to approve a variance request from front setback requirements at 246 E. Anabranh Court (Lot 5) by Alberta Investments, LLC. Passed unanimously.

5B. Variance Request from Front Setback Requirements at 262 E. Anabranh Court (Lot 6) by Alberta Investments, LLC

Jessie Fulcher explained that this variance request is needed because Lot 6 is “severally impacted by an existing 80-foot wide high-pressure gas line easement.” He further stated: “The easement eliminates approximately 6,400 square feet of usable area from the property, or about 43% of the property. The easement coupled with a 25-foot front setback results in 64% of the property being unbuildable. The gas company will not vacate any amount of the existing easement and no structures can be built within the easement.”

Therefore, Mr. Fulcher asked for a 1.32 foot variance of side setback and approximately 5 feet into the front setback.”

Judy Horne expressed concern for this lot being so close to the gas transmission line and the high-level electric transmission power utilities.

Chairman Mann called for question to approve a variance request from front and side setback requirements at 262 E. Anabranh Court (Lot 5) by Alberta Investments, LLC. Upon vote, Yes: Carter, Moore, Hutcherson, Bahn, Harris. No: Horne. Motion passed 5 – 1.

5C. Rezoning Request for 126.03 Acres on Double Springs Road from A-1 to R-1 (Single-Family Residential), by Red Canyon Development, LLC

Dave Jorgensen represented Riggins Construction Company and stated that this property is on the west side of Double Springs Road and south of the Silverthorne subdivision.

Public Comment:

Michelle Sellers, 297 Double Springs Rd (lives on west side, across street from proposed development.) She requested more information and was told that minimum lot size for R-1 is 10,000 but developer could make lots larger.

Phyllis Schein, 546 Goose Creek, asked about possible zoning change and was told it could not be changed, if approved at this meeting. The process of preliminary plat approvals, city engineer scrutiny of plats, and the final plat procedure were reviewed.

Chairman Mann called for question to approve rezoning request for property at Double Springs Road from A-1 to R-1 by Red Canyon Development, LLC. Motion passed unanimously.

NEW BUSINESS

6A. Preliminary Plat for Hillside Estates located on North Garland McKee, owned by Lots 101, LLC (Tom Sims) property owner

Jorge DuQuesne of Blew & Associates, PA, was present to answer questions.

Chairman Mann asked Mr. DuQuesne if he had seen the memo from City Engineer Chris Brackett. He stated that he had seen the memo. Mr. Brackett’s memo follows on the next page:

"The Preliminary Plat for the Hillside Estates has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments.

1. The owner has come to an agreement in principle with the City to pay money in lieu of the street improvements and detention pond. This money will be used by the City of (sic) make substantial improvements to the drainage capacity under Garland McKee Road. The final cost estimate must be accepted and payment must be paid prior to final plat approval.
2. The fire hydrant locations shown on the plat and the utility plans must be reviewed and approved by the Fire Department.
3. The water improvements must be reviewed and approved by Washington Water Authority and the Arkansas Department of Health prior to any construction activities."

Discussion followed regarding the change in design plan from what had been considered previously. That had been to build a very large detention pond on the land in question.

It was explained by Mr. Brackett that upon further study he believed the pond would not help mitigate flooding on Rosebay Drive and it would just be wasted money. He said the problem was that the drainage culverts' capacity is not high enough and that must be resolved for the Rosebay residents to see less floodwater.

A long discussion followed with some Commissioners thinking that adding 3 to 4 addition houses would not make that much difference in the amount of runoff going onto Rosebay while others felt that it would have a negative impact.

Also, Mr. Brackett was persistently asked about how long the already-approved engineering study would take and after that how long to put the drainage improvements into place. He estimated the study and design would take about 3 months and 4 to 6 months to construct. Final construction would not be finished until long after the spring rainy season. It is estimated the final cost will be at least \$500,000 to implement the drainage plan.

In addition, it was explained that no matter how the Planning Commission voted at this meeting, Mr. Sims the developer could go ahead and build the homes anyway and the City would not receive his monetary assistance with the project.

Matt Hutcherson said that it seemed inappropriate to give precedence to the developer's request to build 3 new homes above the serious flooding problems of existing residents downstream on Rosebay.

Some Commissioners felt the agreement with Tom Sims was vague and they wished to know an exact amount that would be paid by Tom Sims.

Mr. Sims reminded that he had been willing to donate 8 acres of land and building the detention pond.

At this point in the meeting Ms. Toni Bahn had to leave the meeting.

Public Comment:

Neil Barnes, 11034 Highway 170 (owner of all land south of Rosebay Avenue and south of the creek) was concerned that a new plan will dump water on his farm land. . He stated that he was in construction business and understands the effect of detention ponds. He strongly emphasized that a detention pond within Hillside Estates would work to alleviate flooding.

The culvert under Garland McKee was built about 9 or ten years ago and there was no flooding until 5 or 6 years ago. He stated that he had spent quite a bit of money on reinforcing his creek banks with broken up pieces of concrete paving last year.

He also stated no one has approached him about buying some of his land. He also wanted to know what downstream improvements will be included in the engineering plan. And finally, he was concerned about how many more lot splits and houses the developer could put on the property. Tom Sims, developer, said three houses can be built on Garland McKee and there are only two very large lots on the hill east of the house development.

Russell Pease, 10047 Rosebay, said these issues have been going on for several years now and now even more has changed since the last meeting on the subject which was July 2017. He urged Commissioners to look at a map to see where the creek flows because he does not believe larger drainage pipe will prevent Rosebay Lane from flooding on an annual basis. He said that he is 72 years old and his formerly \$200,000 asset is now worth only the property it sits on. He said others in the neighborhood were in similar circumstances.

He also suggested completely closing Rosebay at Garland McKee and engineering drainage to the creek there also.

City Engineer Chris Brackett said in the design study, they are looking at the problem of the 90 degree angle of Garland McKee Road. Melissa McCarville added that they are also looking at other options in addition to culvert improvements.

Nancy Harris, 11035 Rosebay Lane, was extremely upset, stating she could not sell her house and that she and spouse are 74 and 83 years old. She begged for action and wondered why no one (Commission, City staff, and City Council) will ever listen to the people who live there and yet allow the developer of Hillside Estates to continue building.

She said that other home owners have also had to spend large sums of money to repair their homes and there are people in the neighborhood who are now ill as a result of the flooding.

Judy Fazenda, 11043 Rosebay Lane said in flooding rains she had seen water up to the pole of the fourth house that Tom Sims is now building. She urged quick action from the City.

Dennis Moore, 11750 Garland McKee, said he lives up on the mountain east of the proposed subdivision. Being able to see the flooding, he said it is a major problem and the right angle turn is a problem. He wondered how it could be engineered because Washington Water Authority located at the corner would not sell their land.

When Public Comment ended, Chairman Mann encouraged the homeowners to attend the next City Council meeting which will be Monday, January 8, and during the comments section to express these concerns.

In final summary it was determined that the engineering design would take 3 months; then the funding request would go to City Council for approval; then it will take about 60 days to bid the project and 4 – 6 months to build it.

Further, with regard to this preliminary plat, if approved, then a Final Plat will go to the Plat Review Committee. After that is finalized, then the Final Plat goes to City Council for approval. Also with preliminary plat approval, no ground can be excavated. It was also noted that the developer would have to put in sidewalk on Garland McKee. And it was clarified that if the request by developer is not approved by Planning Commission, the Condition 1. in City Engineer's memo (that developer Tom Sims will pay money to City of Farmington instead of making street improvements and detention pond) would not have to be done by developer

Chairman Mann called for question to approve the Preliminary Plat for Hillside Estates located on Garland McKee Road, owned by Lots 101, LLC – Tom Sims, developer, conditional upon developer's meeting the three conditions that were presented in the memo from City Engineer Chris Brackett at this meeting.

Upon roll call: Yes - Carter, Moore, Harris, Horne. No – Hutcherson. (Toni Bahn was absent, having left the meeting earlier.) The vote was 4 – 1 and motion passed.

5. Adjournment: Having no further business, meeting was adjourned.

Judy Horne - Secretary

Robert Mann - Chair

ch shall include, not to exceed block.

part of the pro- lies, so that the perty owners in

ese lots by the nance, when duly ance. The owner ction, be fined in 5.00) and not to for the continued

. & M. Dig., §§ 7687-19-2808 — 19-2810.

— Exceptions.

ive laid off zones, struct or carry on uthorized by the less with special the city, or by a the purpose of all be made, in

or good cause. property owners ourts of chancery tion by reason of within the zone.

Pope's Dig., § 10057;

f the state to legislate re and is not violative us, 169 Ark. 244, 275

iction, constituting an an aggrieved property ision is made therefor ock v. Pfeifer, 169 Ark. owell v. M & N Mobile 996) Limited by City of 664 (1981) Questioned d 509 (Ark. 1972). eal the rezoning deci- ancery or circuit court this subject. City of 2d 10 (1979). g classifications, it is ject to review by the e courts is simply to

determine whether or not the action of the municipality is arbitrary. City of Conway v. Housing Auth., 266 Ark. 404, 584 S.W.2d 10 (1979).

Exceptions for Good Cause.

Residentially zoned property which happened to be adjacent to established business zoned property was not automatically entitled to rezoning as business property as a matter of law where owner's requested rezoning was first attempt to invade for business purposes a residential zone. Baldrige v. City of N. Little Rock, 258 Ark. 246, 523 S.W.2d 912 (1975).

Residential property which is adjacent to business zoned property is not automatically entitled to rezoning as business property, and this fact is so even though the highest and best use of the property might be other than residential. City of Conway v. Housing Auth., 266 Ark. 404, 584 S.W.2d 10 (1979).

Nonconforming Uses.

When city council passes an ordinance creating a city planning commission, vested with the authority to grant permits for nonconforming uses, the discharge of those duties by the commission is not repugnant to the council's reserved power to issue building permits. Economy Whse. Co. v. Rodgers, 232 Ark. 835, 340 S.W.2d 583 (1960).

A "halfway" house for the temporary lodging, counseling, guidance, and employment placement of convicts released on pardon or parole or upon completion of their sentences, operated by a nonprofit organization, was not a religious, educational, or philanthropic institution within the meaning of a city ordinance providing for permits for such institutions in residential areas as nonconforming uses. Ark. Release Guidance Found. v. Hummel, 245 Ark. 953, 435 S.W.2d 774 (1969).

14-56-306. Land use in adjacent and contiguous cities to be compatible — Definitions.

(a) If municipalities become adjacent and contiguous to one another through annexation or other procedures, then lands or properties within the boundary area of each municipality shall be zoned only for land uses which are compatible with the zoned land uses of the adjoining lands or properties, even if the adjoining lands or properties are located outside the corporate limits or are located within the corporate limits of another municipality.

(b) Adjoining lands within the boundary area shall remain zoned with a compatible land use until the governing body of each municipality which is adjacent and contiguous to the boundary area adopts a resolution agreeing to a change in the zoning of the lands or properties that adjoin one another and stating that the rezoning to a land use which is not compatible will not adversely impact the adjoined land or property.

(c) As used in this section, unless the context otherwise requires:

(1) "Adjacent and contiguous" means any time the corporate limits of one municipality come in contact with the boundaries of the corporate limits of another municipality, or if the boundaries of one municipality extend to within one thousand feet (1000') of the corporate limits of another municipality;

(2) "Boundary area" means the area of land along the municipal boundary that is:

(A) Inside the municipality and within one thousand feet (1000') of the municipality's corporate boundary that is adjacent and contiguous to another municipality; and

(B) Outside the municipality, but within the planning and zoning jurisdiction of the municipality and also within one thousand feet (1000') of the municipality's corporate boundary that is adjacent and contiguous to another municipality;

(3)(A) "Compatible land use" means any use of lands, buildings, and structures which is harmonious to the uses and activities being conducted on the adjoining lands and properties and which does not adversely affect or unreasonably impact any use or enjoyment of the adjoined land.

(B) A compatible land use includes a land use authorized by the municipal zoning ordinance for the zone that is the equivalent to, or that is as nearly equivalent as possible to, a land use authorized by the municipal zoning ordinance; and

(4) "Municipality" means:

(A) A city of the first class;

(B) A city of the second class; or

(C) An incorporated town.

(d) This section shall apply to municipalities with planning commissions and zoning ordinances authorized under §§ 14-56-401 — 14-56-425 and shall apply to any other municipal zoning regulations authorized by Arkansas law.

(e) Notwithstanding anything contained in subsections (a)-(d) of this section, this section shall not apply to any property if the owners of the property have sought to have services extended to the property pursuant to § 14-40-2002 prior to March 30, 2001.

History. Acts 2001, No. 1198, § 1.

CASE NOTES

Compatible Use.

Circuit court did not err in granting an adjacent city summary judgment in a town's action alleging that the adjacent city's rezoning was not compatible with or equivalent to those of the adjacent lands in the town as required by this section. By providing affidavits and exhibits, the adjacent city established a prima facie case that its rezoning of property from agricultural to industrial was a use that was compatible with the zoned uses of the town, and the plaintiff town did not meet proof with proof. City of Bethel Heights v. City of Springdale, 2017 Ark. App. 81, 514 S.W.3d 472 (2017).

SUBCHAPTER 4 — MUNICIPAL PLANNING

SECTION.

- 14-56-401. Construction.
- 14-56-402. Authority generally.
- 14-56-403. Purpose of plans.
- 14-56-404. Planning commission created.
- 14-56-405. Appointment of members.
- 14-56-406. Commission officers.
- 14-56-407. Meetings of commission.
- 14-56-408. Rules and regulations.
- 14-56-409. Compensation of members.
- 14-56-410. Appropriations.
- 14-56-411. Purpose of commission.
- 14-56-412. Powers and duties of commission.
- 14-56-413. Territorial jurisdiction.
- 14-56-414. Preparation of plans.
- 14-56-415. Plan recommendations.
- 14-56-416. Zoning ordinance.
- 14-56-417. Regulations to control development of land.
- 14-56-418. Setback ordinance.
- 14-56-419. Control of road entry.
- 14-56-420. Adoption and amendment procedures.
- 14-56-421. Enforcement of ordinances and regulations.
- 14-56-422. Adoption of plans, ordinances, and regulations.
- 14-56-423. Change in plans, etc.
- 14-56-424. Existing plans, etc.
- 14-56-425. Appeals to circuit court.

FARMINGTON ZONING CODE
(pg. 1 of 3)

conversion of these lands to higher density residential development by application of the zoning standards set forth in this ordinance.

Permitted uses include single-family dwellings, churches and cemeteries; field and truck crops, orchards, vineyards, greenhouses, nurseries, landscape gardening; pasture land, livestock and kennels; essential governmental facilities and services, utility facilities such as electric regulating stations or pressure control stations and uses customarily accessory to permitted uses.

B. RE-1 Residential Estate District The purpose of this district is to accommodate single-family residential development on low density, large estate type lots to provide and preserve a rural environment.

Permitted uses include single-family dwelling and accessory building, agriculture, private stable and/or corral, cemetery, golf course (excluding miniature), parks and essential government facilities.

Conditional uses include churches and schools, educational facilities; public or private; private parks, public utility and child care family home.

C. RE-2 Residential Estate District The purpose of this district is to accommodate single-family residential development on low density, large estate type lots. This zone is intended to help preserve rural/estate character and provide for rural amenities with the primary residential nature of the zone.

Permitted uses include single-family dwelling and accessory building; or agriculture, cemetery, golf course (excluding miniature), private stable and/or corral, parks and essential government facilities.

Conditional uses include churches and schools, educational facilities; public or private; private parks, public utility and child care family home.

D. R-1 Single-Family Residential. The purpose of this district is to accommodate single-family residential uses on residential lots of at least 10,000 square feet.

Permitted uses include single-family detached dwellings and essential governmental facilities and services.

Conditional uses include utility facilities such as electric regulating stations or pressure control stations and child care family home.

E. R-2 Single-Family Residential This district is intended to principally provide single-family residential use on moderately sized, medium-density lots of at least 7,500 square feet.

Permitted uses include single-family detached dwellings and essential governmental facilities and services.

FARMINGTON ZONING CODE
(pg. 2 of 3)

ZONING DISTRICTS

	<u>A-1</u>	<u>RE-1</u>	<u>RE-2</u>
Single-Family	2 acres	2 acres	1 acre
Min. land area per dwelling unit	2 acres	2 acres	1 acre
Front setback	35	50	15
Side setback	15	15	10
Rear setback	30	50	20
Lot frontage	200 feet	200 feet	75 feet
Duplex	NP	NP	NP
Triplex	NP	NP	NP
4 Plex and larger	NP	NP	NP
Churches and schools	3 acres	3 acres	3 acres
Front setback	50	50	30
Side setback	30	30	25
Rear setback	50	50	25
Lot frontage	200 feet	200 feet	100 feet
All other uses	5 acres	5 acres	5 acres
Front setback	30*	30	25
Side setback	30*	30	25
Rear setback	30*	30	25
Lot frontage		200 feet	100 feet

NP – Not Permitted

*all structures involved in agriculture uses shall prove a 50' front side and rear yard.

	<u>R-1</u>	<u>R-2</u>	<u>R-0</u>
Single-Family	10,000 ft.	7,500 ft.	7,500 ft.
Min. land area per dwelling unit	10,000 ft.	7,500 ft.	7,500 ft.
Front setback	25	25	50
Side setback	10	10	20
Rear setback	20	20	30
Lot frontage	75 feet	75 feet	100 feet
Duplex	NP	NP	NP

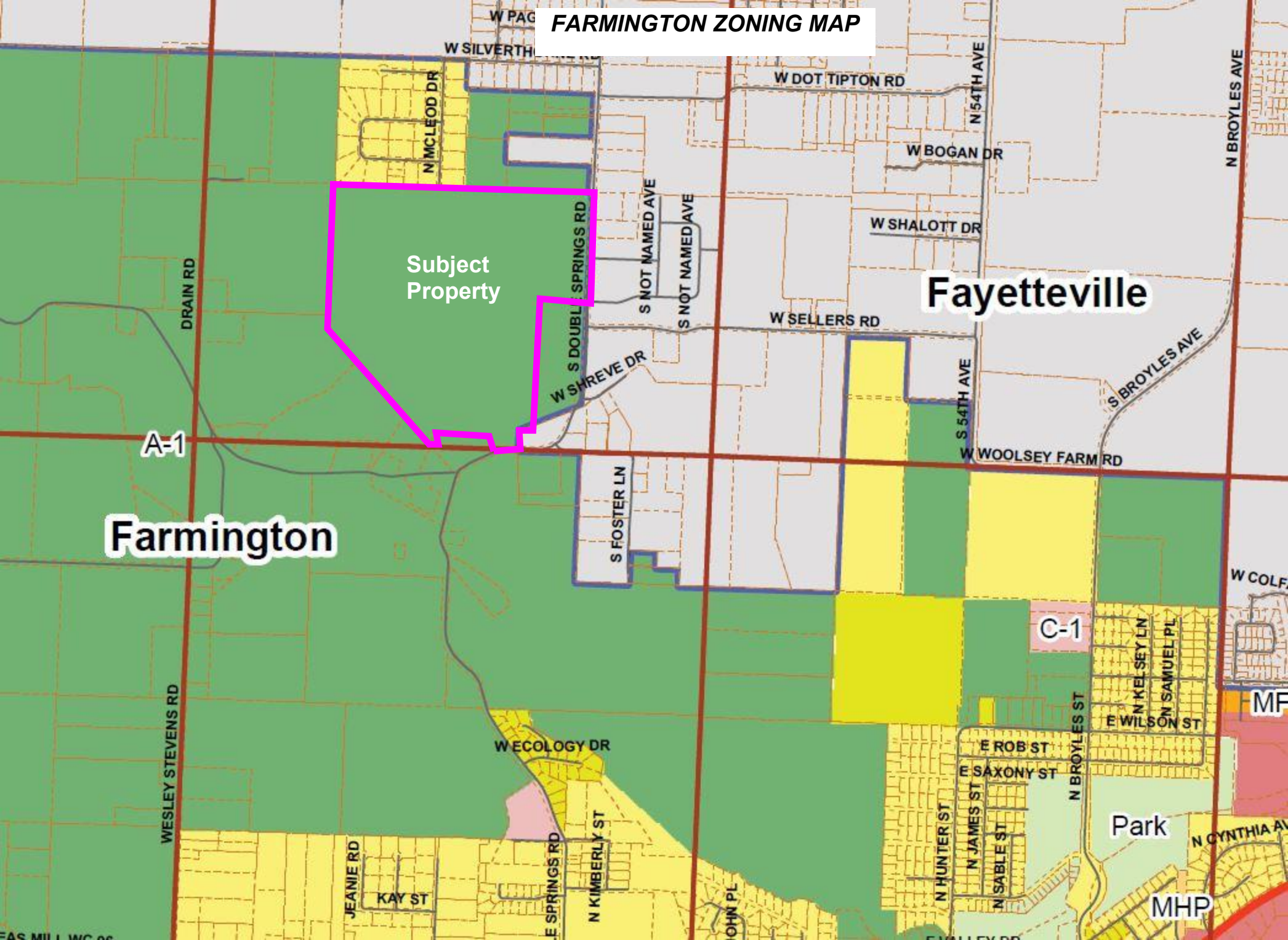
FARMINGTON ZONING CODE
(pg. 3 of 3)

Triplex	NP	NP	NP
4 Plex and larger	NP	NP	NP
Churches and schools	43,560 ft.	43,560 ft.	NP
Front setback	30	30	NP
Side setback	25	25	
Rear setback	25	25	
Lot frontage	100 feet	100 feet	
All other uses	43,560 ft.	43,560 ft.	43,560 ft.
Front setback	25	25	25
Side setback	25	25	25
Rear setback	25	25	25
Lot frontage	100 ft.	100 feet	100 feet

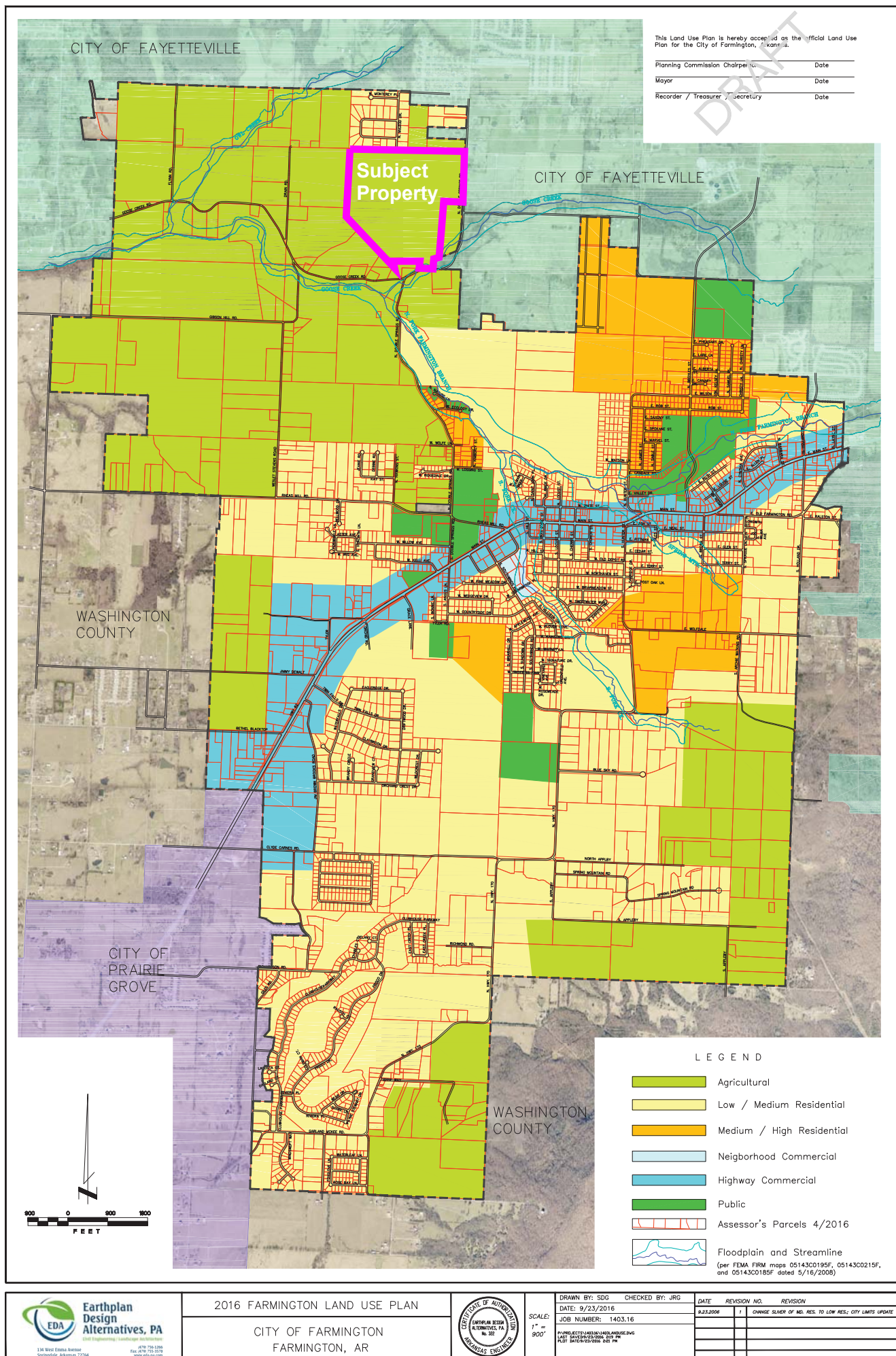
NP – Not Permitted

	<u>MF-1</u>	<u>MF-2</u>	<u>MHP-1</u>
Single-Family	7,500 ft.	NP	43,560 min.
Min. land area per dwelling unit	7,500 ft.		4,000
Front setback	25		25
Side setback	10		25
Rear setback	20		25
Lot frontage	75 feet		100 feet
Duplex min. land area	12,000	12,000	NP
Min. land area per dwelling unit	6,000	6,000	
Front setback	25	25	
Side setback	10	10	
Rear setback	10	20	
Lot frontage	75 feet	75 feet	
Triplex min. land area	NP	18,000 ft.	NP
Min. land area per dwelling unit		6,000 ft.	
Front setback		30	
Side setback		15	
Rear setback		20	
Lot frontage		100 feet	

FARMINGTON ZONING MAP



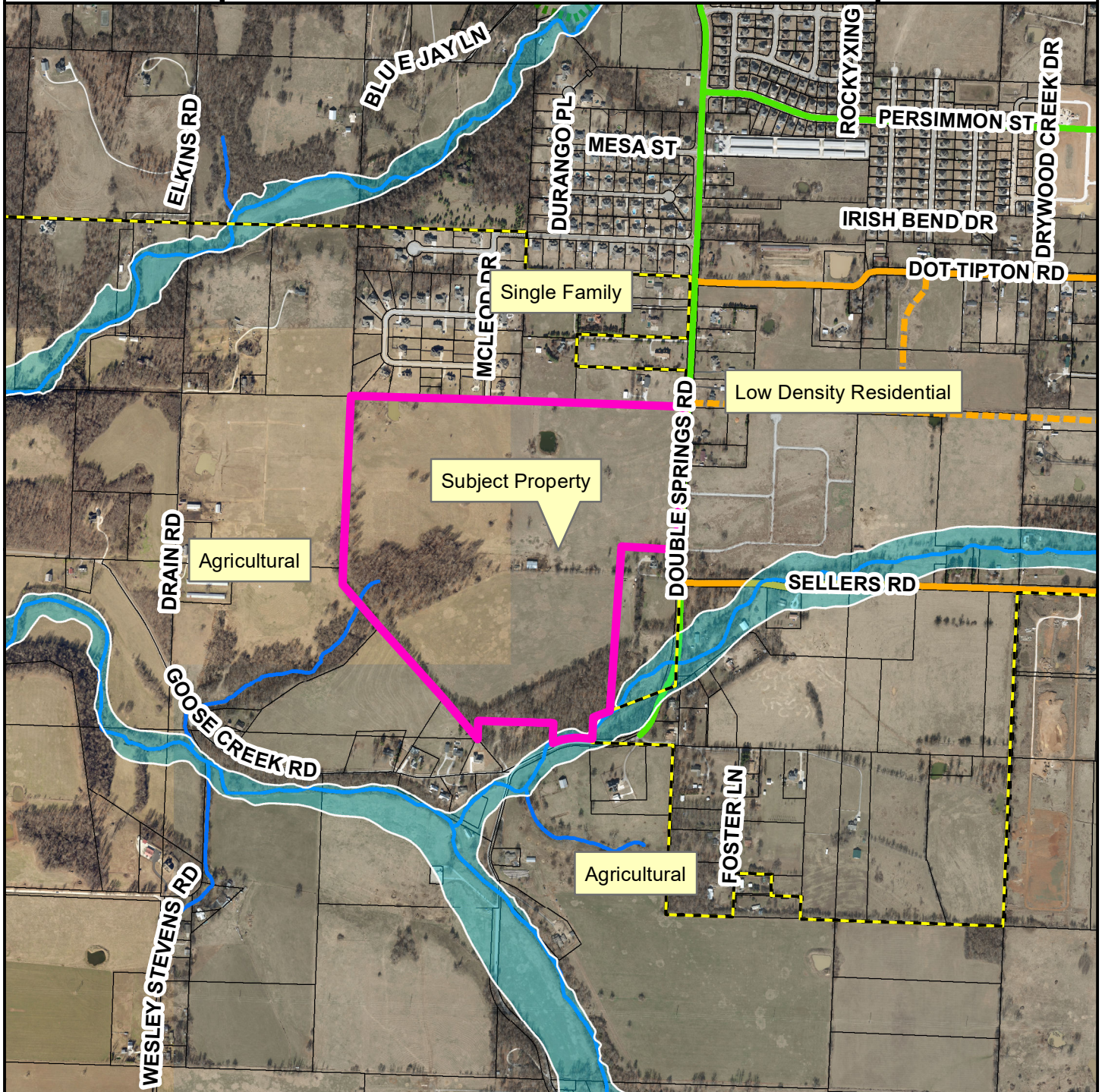
FARMINGTON FUTURE LAND USE MAP



2018-0090

Current Land Use

FARMINGTON (RED CANYON, LLC)



Fayetteville City Limits

Streets Planned

MSP Class

COLLECTOR

Streets Existing

MSP Class

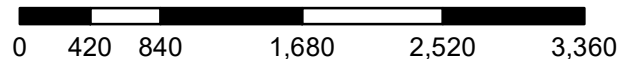
COLLECTOR

MINOR ARTERIAL

Trail (Proposed)

Planning Area

Feet



1 inch = 1,143 feet

FEMA Flood Hazard Data

100-Year Floodplain

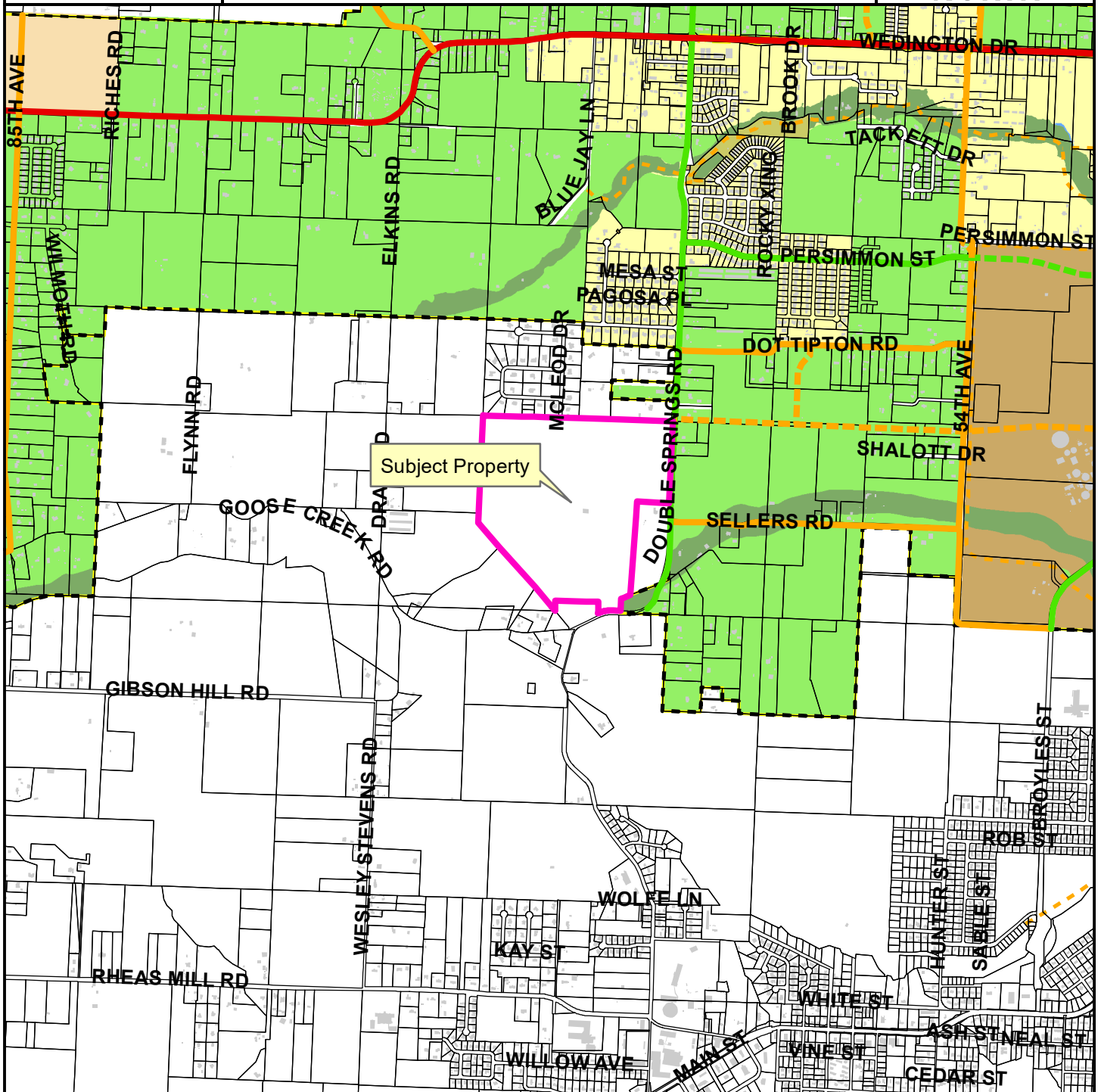
Floodway

2018-0090

FARMINGTON (RED CANYON, LLC)

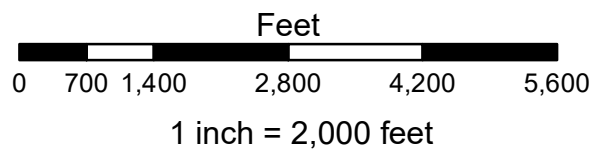


Future Land Use



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



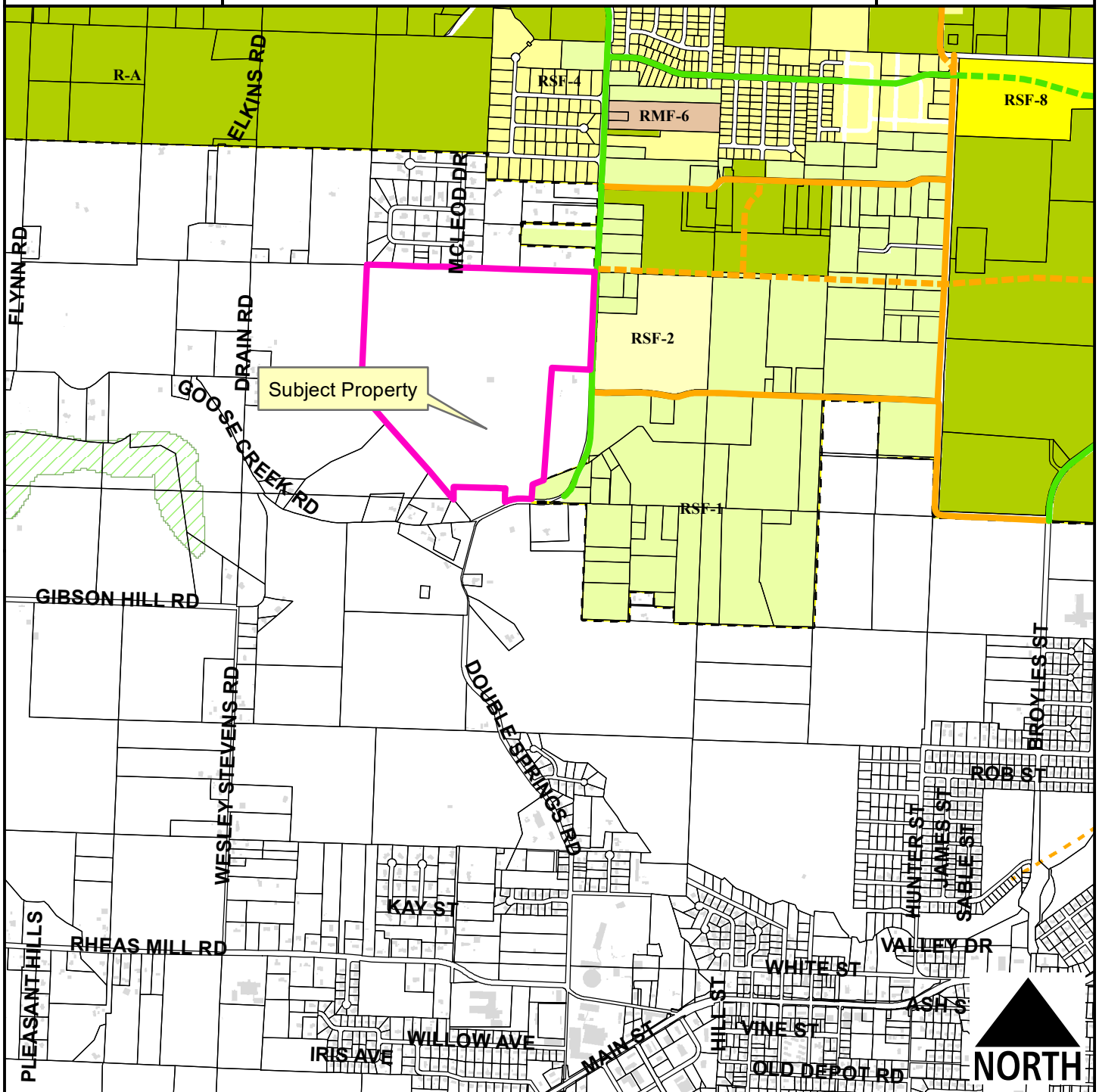
FUTURE LAND USE 2030

- Natural Area
- Rural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government

2018-0090

Close Up View

FARMINGTON (RED CANYON,



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

Feet
0 600 1,200 2,400 3,600 4,800
1 inch = 1,667 feet

- Residential-Agricultural
- RSF-1
- RSF-2
- RSF-4
- RSF-8
- RMF-6



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0100

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE:

AN ORDINANCE TO AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE TO ADD CONSIDERATION OF CLIMATE MITIGATION AND ADAPTATION STRATEGIES AND POLICY RECOMMENDATIONS REGARDING ENERGY EFFICIENCY AND CLEAN ENERGY TO THE PURPOSE OF THE COMMITTEE

WHEREAS, the Energy Action Plan adopted by the City Council on February 7, 2017, contains a recommendation to amend the purpose and duties of the Environmental Action Committee to include a focus on climate mitigation and adaptation strategies and policy recommendations regarding energy efficiency and clean energy.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Section 33.240, Purpose and Duties, of Article XI **Environmental Action Committee** by enacting new subsections (A)(4) and (A)(5) as follows:

“(4) To research and recommend climate mitigation strategies that the community can implement to reduce greenhouse gas emissions and minimize the negative consequences of climate change.

(5) To promote and recommend policies that encourage energy efficiency efforts and increase the clean energy supply throughout the community.”

City of Fayetteville Staff Review Form

2018-0100

Legistar File ID

2/20/2018

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

Peter Nierengarten

2/2/2018

Sustainability & Resilience /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving an ordinance modifying the City Code Chapter 33: Boards and Committees Section 33.240: Purpose and Duties for the Environmental Action Committee to include the analysis of climate mitigation strategies and the promotion of energy efficiency and increased clean energy supply throughout the community.

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? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council

CC: Don Marr, Chief of Staff

FROM: Peter Nierengarten, Director of Sustainability

DATE: February 2, 2018

SUBJECT: Environmental Action Committee – Purpose and Duties Change

RECOMMENDATION:

Staff recommends approving an ordinance modifying the City Code Chapter 33: Boards and Committees Section 33.240: Purpose and Duties for the Environmental Action Committee to include the analysis of climate mitigation strategies and the promotion of energy efficiency and increased clean energy supply throughout the community.

BACKGROUND

The Fayetteville City Council created the City's Environmental Concerns Committee (ECC) in 1995, with the following purpose and duties:

- To address environmental concerns,
- Promote a safe and healthy environment, and
- Maintain the natural beauty of the environment within the city.

Additionally, the ECC was charged with making recommendations to other city committees and to the City Council on matters concerning the environment.

In 2009 the Environmental Concerns Committee was changed to the Environmental Action Committee (EAC) due to an interest in becoming a more action orientated committee.

DISCUSSION:

Fayetteville's recently adopted Energy Action Plan contains recommendations in the Cross-Sector Goal section to amend the Purpose and Duties of the Environmental Action Committee:

- To include consideration of climate mitigation and adaptation strategies, and
- To include policy recommendations regarding energy efficiency efforts and clean energy purchasing decisions.

These changes are in line with recommendations in STAR Communities and would entrust important recommendation authority to the Environmental Action Committee on matters related to climate change, clean energy and energy efficiency efforts.

The Environmental Action Committee discussed this change at their January 22, 2018 meeting and voted unanimously to support it.

BUDGET/STAFF IMPACT:

There is no staff or budgetary impact associated with this recommended change.

Attachments:

Fayetteville City Code: ARTICLE XI - ENVIRONMENTAL ACTION COMMITTEE

- **ARTICLE XI - ENVIRONMENTAL ACTION COMMITTEE**

- **33.239 - Established; Meetings**

The City Council hereby establishes a committee to be known as the Environmental Action Committee which shall meet a minimum of six (6) times per year.

- **33.240 - Purpose And Duties**

(A) The purpose of the committee shall be as follows:

- (1) To address environmental concerns.
- (2) Promote a safe and healthy environment.
- (3) Maintain the natural beauty of the environment within the city.
- (4) To research and recommend climate mitigation strategies that the community can implement to reduce greenhouse gas emissions and minimize the negative consequences of climate change.
- (5) To promote and recommend policies that encourage energy efficiency efforts and increase clean energy supply throughout the community.

(B) The Environmental Action Committee shall make recommendations to other city committees and to the City Council on matters concerning the environment.

(C) The Environmental Action Committee may coordinate all city efforts to obtain and maintain an annual community wildlife habitat designation through the National Wildlife Federation subject to City Council approval.

(Ord. No. 5473, 12-20-11)

- **33.241**
- **- Membership; Terms**

(A) Membership:

(1) Such Committee membership shall be composed of the following:

- One (1) City Council member
- One (1) member from local industry
- One (1) member from a science discipline
- Eight (8) citizens-at-large

(B) Terms of Membership:

- (1) The City Council member shall be appointed by the Mayor and shall serve until replaced.
- (2) Terms of all other members shall be three (3) years and shall be staggered so that each year either three (3) or four (4) members' terms shall be available for appointment by the Nominating Committee.
- (3) Members of the Environmental Action Committee serving at the time of the adoption of this ordinance shall continue to serve their terms (or a shortened term) without needing to be reappointed by the Nominating Committee due to enactment of this ordinance.

(Ord. No. 5291, 12-15-09)

- **33.242 - Conduct Of Meetings**

The Environmental Action Committee shall promulgate rules and regulations necessary for the conduct of committee meetings and other business.

- **33.243—33.249 - Reserved**

(Ord. No. 3922, §1(D), (E), 9-5-95; Code 1991; Ord. No. 4462, 2-04-03; Ord. No. 5260, 7-21-09)

ENERGY ACTION PLAN



FAYETTEVILLE, ARKANSAS

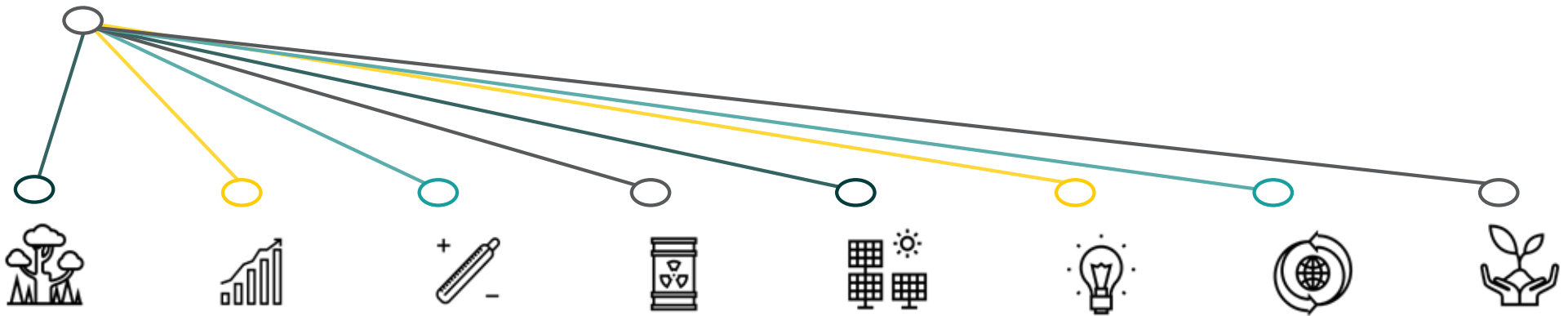
CHAPTER THREE: CROSS-SECTOR

Many of the strategies that were identified for inclusion in this Energy Action Plan did not fit neatly into one of the four identified sectors (Buildings, Energy Supply and Delivery, Transportation, and Solid Waste Reduction). The following items were identified as key economic, equity, and environmental goals and strategies by stakeholders and staff members.

GOALS:



1. Reduce average housing and transportation costs to 45% of area median income
2. Develop and expand Fayetteville's reputation as a hub for socially and economically responsible business development, entrepreneurship, and green jobs
3. Build local support for national carbon emission reduction and carbon capture strategies



STRATEGIES:

1. **Integrate community resilience and adaptation considerations into City planning and policy decisions**
2. Advocate for green jobs training and skills development in local educational programs and prioritize these fields in City plans and programs for workforce development
3. Continue to market the economic benefits of energy and resource efficiency and encourage retention of talent and businesses who identify with Fayetteville's sustainability brand
4. Reinvigorate the support for and momentum around Fayetteville Resolution no. 164-13 to support a national revenue-neutral carbon fee and dividend program
5. Advocate for 100% LED street lights by 2030 through collaboration with utility providers

CHAPTER THREE: CROSS-SECTOR

STRATEGY 1: INTEGRATE RESILIENCE AND ADAPTATION CONSIDERATIONS INTO PLANNING AND POLICY DECISIONS

ACTION ITEMS:	TIMELINE	PRIMARY STAKEHOLDERS
Work with the University of Arkansas Office of Sustainability to collaboratively complete a regional resilience assessment and publish a report of findings	Short-term	Sustainability, University
Consider amending the 'Purpose and Duties of the Environmental Action Committee' to include consideration of climate mitigation and adaptation strategies	Short-term	Environmental Action Committee
Consider amending the 'Purpose and Duties of the Environmental Action Committee' to include policy recommendations regarding energy efficiency efforts and clean energy purchasing decisions	Short-term	Environmental Action Committee
Investigate the feasibility of a stormwater utility fee to improve green stormwater infrastructure	Short-term	Engineering, Legal, Finance

MITIGATION & ADAPTATION

The impacts of climate change are often framed by two potential strategies that humans may take in response to our changing climate: mitigation and adaptation.



Mitigation strategies are primarily concerned with reducing the magnitude and intensity of climate change and reducing its negative consequences.



Adaptation involves limiting a community's vulnerability, or increasing its resilience, to climate change impacts through various measures.

Both mitigation and adaptation are necessary as we look to build a sustainable future. In this Energy Action Plan, we have strategies and actions that are designed to address both climate mitigation and climate adaptation. For instance, the primary goal of this plan is to reduce our community-wide GHG emissions to 80% of our 2010 baseline year by 2050. This is a strong climate mitigation goal. Another goal is to increase our urban tree canopy cover to reduce the urban heat island effect and increase our ability to handle rapid rainfall. This is a strong climate adaptation goal. Both these goals are complementary and work together to build a sustainable and resilient future for Fayetteville.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0745

Agenda Date: 2/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 1

AGENDA SESSION PRESENTATION - RESIDENTIAL ENERGY CODE POLICY ANALYSIS

Agenda Session 2/13/18

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, February 13, 2018

4:30 PM

City Hall Room 326

City Council Members

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Kyle Smith Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

✓ A.1 2018-0012
APPROVAL OF THE FEBRUARY 6, 2018 CITY COUNCIL MEETING MINUTES

✓ A.2 2018-0082
MISSY GIPSON SHORT-TERM LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$400.00

Attachments: MISSY GIPSON SHORT-TERM LEASE AGREEMENT

✓ A.3 2018-0088
HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$2,305.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: HAZMAT SERVICES REVENUE
BA_HAZMAT SERVICES REVENUE

✓A. 4

2018-0093

BID #18-16 ART THURESON, LLC:

A RESOLUTION TO AWARD BID #18-16 AND AUTHORIZE THE PURCHASE OF TWO TWELVE-FOOT WIDE PREFABRICATED BRIDGES FROM ART THURESON, INC. OF WATERFORD, MICHIGAN IN THE TOTAL AMOUNT OF \$79,000.00 PLUS APPLICABLE TAXES TO REPLACE TWO EXISTING FIVE-FOOT WIDE BRIDGES IN GULLEY PARK

Attachments: BID 18-16 ART THURESON, LLC

✓A. 5

2018-0094

SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:

A RESOLUTION TO APPROVE AN AGREEMENT WITH SOUTHWESTERN ELECTRIC POWER COMPANY TO PARTICIPATE IN AN ENERGY EFFICIENCY REBATE PROGRAM AND ACCEPT AN INCENTIVE REBATE IN THE AMOUNT OF \$14,664.60, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:
BA_SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:

✓A. 6

2018-0103

WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6:

A RESOLUTION TO APPROVE TASK ORDER NO. 6 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF \$25,140.00 FOR THE REPAIR OF FLOOD DAMAGE TO THE STREAM RESTORATION PROJECT AT SWEETBRIAR PARK

Attachments: WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6

A.7 2018-0104

LAKE FAYETTEVILLE IMPROVEMENTS PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$18,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST QUADRANT TO BE USED TO UPGRADE THE WATER LINE AND PLUMBING AT THE VETERANS PARK RESTROOM FACILITY

Attachments: LAKE FAYETTEVILLE IMPROVEMENTS PROJECT
 BA LAKE FAYETTEVILLE IMPROVEMENTS PROJECT

A.8 2018-0071

UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH THE UNIVERSITY OF ARKANSAS TO PROVIDE HALF OF THE FUNDING FOR A BICYCLE AND PEDESTRIAN COORDINATOR POSITION WITH THE TOTAL AMOUNT PAID BY THE CITY NOT TO EXCEED \$30,000.00

Attachments: UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:

A.9 2018-0089

OURPHARMA, LLC TAX BACK PROGRAM:

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF OURPHARMA, LLC IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO OURPHARMA, LLC FOR QUALIFIED PURCHASES

Attachments: OURPHARMA, LLC TAX BACK PROGRAM

A.10 2018-0101

STREET NAME CHANGE:

A RESOLUTION TO CHANGE THE NAME OF WEST MACLURE WAY TO WEST MACLURA WAY, AND TO CHANGE THE NAME OF WEST ZANDER DRIVE TO WEST ANTHEM DRIVE

Attachments: STREET NAME CHANGE

B. Unfinished Business:**B.1** 2018-0053

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

Attachments: RZN 17-6034 (2468 N. CROSSOVER RD./JONES)

This ordinance was left on the first reading at the February 6, 2018 City Council meeting.

C. New Business:**C.1** 2018-0105

CENTENNIAL OPEN SPACE ACQUISITION:

A RESOLUTION TO APPROVE THE ATTACHED REAL ESTATE CONTRACT IN WHICH CENTENNIAL BANK AGREES TO SELL AND CONVEY TO THE CITY OF FAYETTEVILLE APPROXIMATELY 228 ACRES PURSUANT TO A SPECIAL WARRANTY DEED FOR \$3,302,250.00, TO AUTHORIZE MAYOR JORDAN TO APPLY FOR AND ACCEPT A GENEROUS 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION FOR THIS ACQUISITION, TO AUTHORIZE MAYOR JORDAN TO ENTER INTO A NO INTEREST FIVE YEAR LOAN FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,651,125.00 AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

Attachments: CENTENNIAL OPEN SPACE ACQUISITION
BA CENTENNIAL OPEN SPACE ACQUISITION

~~C.2~~ 2018-0095

RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 18-6076 FOR APPROXIMATELY 0.47 ACRES LOCATED AT 203, 205 & 207 SOUTH WEST AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE)

~~C.3~~ 2018-0096

APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6046 FOR APPROXIMATELY 29 ACRES LOCATED EAST OF GREENS CHAPEL ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Attachments: APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER)

~~C.4~~ 2018-0090

RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC):

AN ORDINANCE TO APPROVE THE CITY OF FARMINGTON'S REZONING OF THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 2018-0090 FOR APPROXIMATELY 126.03 ACRES LOCATED AT DOUBLE SPRINGS ROAD FROM A-1, AGRICULTURE DISTRICT TO R-1, SINGLE FAMILY RESIDENTIAL

Attachments: RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC)

✓ C. 5 2018-0100

AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE:

AN ORDINANCE TO AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE TO ADD CONSIDERATION OF CLIMATE MITIGATION AND ADAPTATION STRATEGIES AND POLICY RECOMMENDATIONS REGARDING ENERGY EFFICIENCY AND CLEAN ENERGY TO THE PURPOSE OF THE COMMITTEE

Attachments: AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE

D. City Council Agenda Session Presentations:

D. 1 2017-0745

AGENDA SESSION PRESENTATION - RESIDENTIAL ENERGY CODE POLICY ANALYSIS

E. City Council Tour:

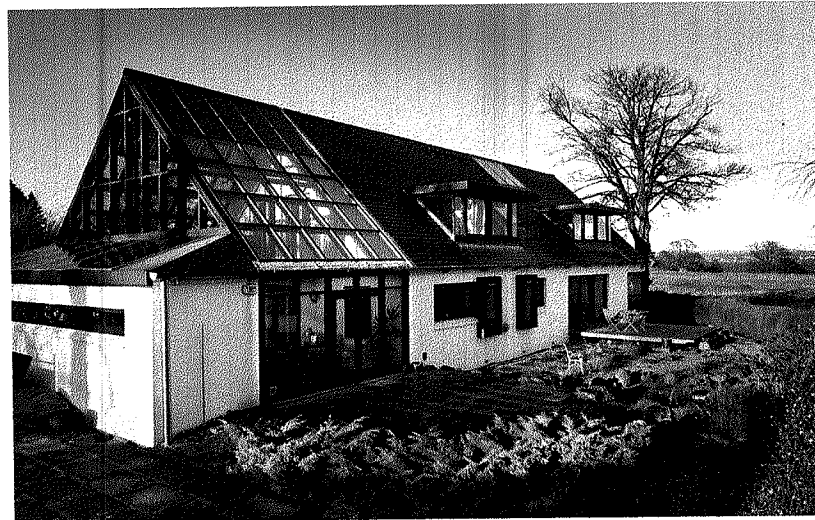
F. Announcements:

G. Adjournment

Add: 2018-0114 Repeal Resolution 40-18
Consent

Agenda Session Presentation

City of Fayetteville Residential Building Code Policy Analysis



Monica Cooper, M.P.A. Candidate
Elizabeth Shoultz, M.P.A. Candidate
Serena Hill, Public Policy Ph.D. Student

Department of Political Science
University of Arkansas
Client: Leif Olson | Professor: Dr. Song

Contact Information

- SeRena Hill: smh020@uark.edu
- Monica Cooper: mncooper@uark.edu
- Elizabeth Shoultz: eshoultz@uark.edu
- Dr. Geoboo Song: gbsong@uark.edu

Policy Analysis Guiding Questions

- What are other cities in the state of Arkansas utilizing for their residential energy code? What are peer cities of a similar size nationwide utilizing for their residential energy code?
- What are the added costs incurred by the builder/developer for increased energy efficiency requirements in the 2012 and 2015 IECC compared with the existing 2009 code?
- What are the individual construction standards that are changed between versions of the IECC?
- What are the energy savings that will be realized by the homeowner?
- Will energy savings (amortized over time) offset the construction costs of the additional energy efficiency construction methods?

Research Focus – Fayetteville, Arkansas

- Maintain Status Quo (2009 IECC)
- Adopt 2012 IECC
- Adopt 2015 IECC

International Energy Conservation Code (IECC) Standards

- Sets minimum efficiency requirements for new and renovated buildings
- Residential buildings are more cost-effective
- Housing structures are more sustainable
- Eco-Friendly

IECC Standards – Key Definitions and Changes

Skylight U-Factor

- **Definition:** an opening in a roof or ceiling, fitted with glass, for admitting daylight. Used to express the insulation value of windows. A lower U-value indicates better insulating properties.

R-Value

- **Definition:** a measure of thermal resistance, or ability of heat to transfer from hot to cold. The higher the R-value, the greater the insulating power.
 - Ceiling R-Value
 - Wood Frame Wall R-Value
 - Mass Wall R-Value

Wood Frame Wall

- **Definition:** A wall made from framing lumber, also known as structural **wood**; fundamental element of construction

Mass Wall

- **Definition:** A wall that is made of concrete block, concrete, insulated concrete form, masonry cavity, brick, earth, adobe and solid timber or logs.

Lighting Equipment (Mandatory)

- At least 75% of all lamps in permanently installed lighting fixtures must be high efficacy lamps. Efficacy is the ratio of light output from a lamp to the electric power it consumes.
- Fuel gas lighting may not have continuous pilot lights.

Building Envelope Air Leakage

- Testing must now be done in accordance with one of standard test method for determining Air Leakage Rate by fan
- American Society for Testing and Materials (ASTM) E 779
- American Society for Testing and Materials (ASTM) E 1827

Combustion Closets (New Section)

- Rooms w/ Fuel Burning Appliances
 - Rooms where open combustion air ducts provide combustion air to open combustion fuel burning appliances, the appliance and combustion air opening shall be located outside the building thermal envelope or enclosed in a room, isolated from inside the thermal envelope.

Duct Sealing (Mandatory)

- Joints and seams must comply with International Mechanical Code (IMC) or International Residential Code (IRC)

Duct Insulation

- The 2015 requires both supply and return ducts (in the attic) to be a minimum of R-8 and R-6.
 - R-8 (where ≥ 3 -inch diameter)
 - R-6 (where < 3 -inch diameter)
- Supply and return ducts everywhere else must be a minimum of R-6 and R-4.2
- R-6 (where ≥ 3 -inch diameter)
- R-4.2 (where < 3 -inch diameter)

Duct Tightness Verification

- Post Construction Test
 - Total leakage: ≤ 4 (vs. ≤ 12 in 2009) to cfm/per 100 ft. of conditioned floor area
- Rough-In Test
 - Total leakage ≤ 4 (vs. ≤ 6 in 2009) cfm/per 100 ft. of conditioned floor area

Vertical Access Doors

- Attic doors and other vertical attic access doors do not have to be insulated at the same level as the surrounding wall

Eave Baffle

- Must be used if an attic is vented or if there is air permissible insulation

Fireplaces

- New wood-burning fireplaces now require tight-fitting flue dampers rather than gasket doors

Insulation and Fenestration Requirements

- Skylight U-Factor: 0.60 → 0.55
- Ceiling R – Value: 38 → 49
- Wood Frame Wall R-Value: 13 → 20 or 13+5
- Mass Wall R-Value: 5/10 → 5/13

Lighting Equipment

- 50% (Prescriptive) → 75% (Mandatory)
- No continuous pilot lights for fuel gas lighting

Building Envelope Air Leakage Test

- ASTM E 779 or ASTM E 1827
- Combustion Closets - a new section
- Duct Insulation - supply and return min. R-8 (where ≥ 3 -inch diameter)

Standards	2009 IECC	2012 IECC	2015 IECC
Skylight U-Factor	—	✓	✓
Ceiling R – Value	—	✓	✓
Wood Frame Wall R-Value	—	✓	✓
Mass Wall R-Value	—	✓	✓
Eave Baffle	—	✓	✓
Fireplaces	—	✓	✓
Lighting Equipment	—	✓	✓

Standards	2009 IECC	2012 IECC	2015 IECC
Duct Sealing	—	✓	✓
Vertical Access Doors	—	✓	✓
Building Envelope Air Leakage Test	—	—	✓
Combustion Closets	—	—	✓
Duct Insulation	—	—	✓

Multi-Goal Analysis

RED: Policy option weakly meets impact category criteria; Negative Impact

YELLOW: Policy alternative adequately meets impact category criteria; Minimal/Neutral Impact

GREEN: Policy alternative strongly meets impact category criteria; Positive Impact

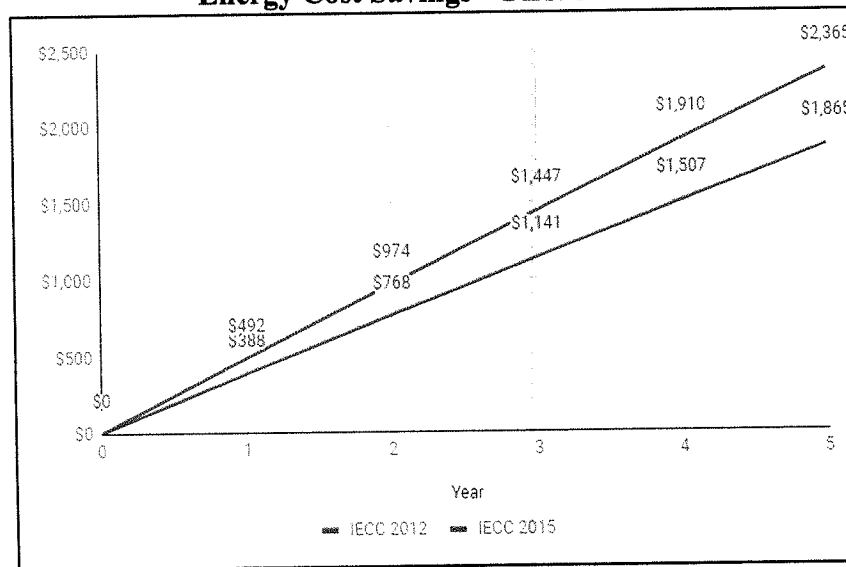
Primary Policy Goals	Impact Categories	Status Quo 2009 IECC	Adoption of 2012 IECC	Adoption of 2015 IECC
Environmental Sustainability	Increased Energy Efficiency	LOW	HIGH	HIGH (+)
Economic Sustainability	Increased Energy Savings	LOW	HIGH	HIGH (+)
	Tax Benefits and Incentives	MED	HIGH	HIGH
	Construction Costs	N/A	LOW	LOW
Administrative Feasibility	Ease of Implementation	HIGH	MED	MED
	Ease of Enforcement	HIGH	MED	MED
	Advance City of Fayetteville Sustainability Efforts	LOW	HIGH	HIGH
Political Feasibility	City Adoption	HIGH	MED	MED
	Builder/Developer Support	HIGH	MED	MED
	Residential Support	MED	HIGH	HIGH
Secondary Policy Goals (Miscellaneous)	Reduce Gas Emissions	LOW	HIGH	HIGH (+)
	Increase Resident Comfort	LOW	HIGH	HIGH (+)
	Increase Home Sustainability	LOW	HIGH	HIGH (+)
	Reduce Dependence on Harmful Energy Practices	LOW	HIGH	HIGH (+)

First Year Benefits and Costs

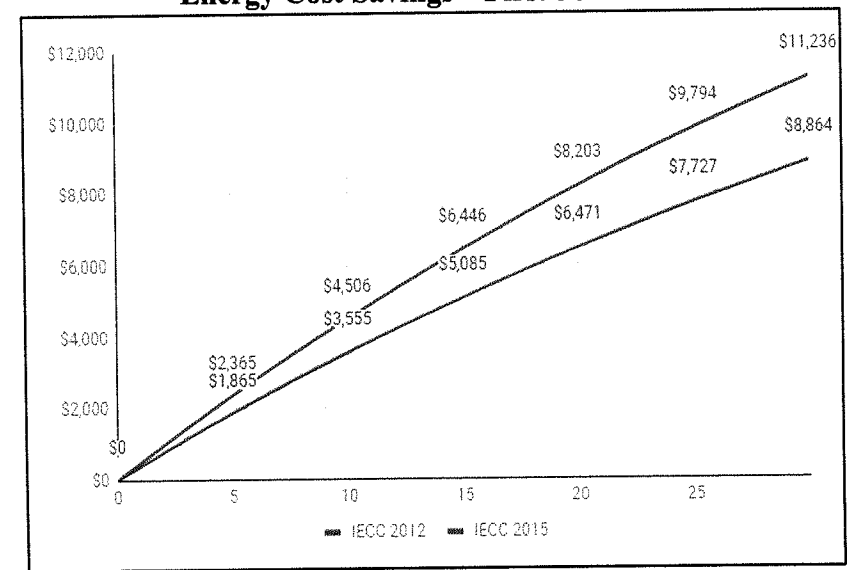
Benefit	Adoption of 2012 IECC	Adoption of 2015 IECC
Total Energy Cost Savings (First Year)	\$388	\$492
Costs (Foundation Type)	Adoption of 2012 IECC	Adoption of 2015 IECC
Crawlspace	\$ 1,115	\$ 1,184
Heated Basement	\$ 1,115	\$ 1,184
Slab-on-grade	\$ 1,115	\$ 1,210
Unheated Basement	\$ 1,115	\$ 1,184
Average Costs	\$ 1,115	\$ 1,201*

* Average cost weighted according to proportion of foundation types in new homes (Mendon et al. 2016).

Energy Cost Savings – First 5 Years



Energy Cost Savings – First 30 Years



Tax Benefits and Incentives

Provider	Type	Benefit	Maximum Incentive
AEP SWEPCO	Residential, Multi-family Residential, Low Income Residential Retrofit	Rebate	\$1540
Residential Renewable Energy Tax Credit	Residential New Construction	Tax Credit	30%
Entergy Arkansas New Homes Program	Builders	Rebate	Varies
CenterPoint Energy	Residential/Builders New Construction	Rebate	Water Heater Rebates \$75-\$1500 Heating System/Furnace \$50- \$2000
Weatherization Assistance Program (WAP)	Residential Retrofit	Financial Incentive	\$7150
Low Income Home Energy Assistance Program (LIHEAP)	Residential Retrofit	Financial Incentive	Varies
Residential Energy Conservation Subsidy Exclusion	Corporate/Personal New Construction	Tax Incentive	100%
FHA PowerSaver Loan Program	Residential, Low Income Residential Retrofit	Loan Program	PowerSaver Home Energy Upgrade: \$7,500 PowerSaver Second Mortgage: \$25,000 PowerSaver Energy Rehab (203(k)): \$625,000
Ozarks Electric Cooperative - Residential Energy Efficiency Loan Program	Residential Retrofit	Loan Program	\$6000

Add to Consent

Agenda Session Walk-On 12/13/18

City of Fayetteville Staff Review Form

2018-0114

Legistar File ID

2/20/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

2/9/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to repeal resolution No. 40-18 and approve the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Steve Landers Chrysler Dodge Jeep of Little Rock, AR for use by the Police Undercover.

Budget Impact:

4470.200.8200-5802.00

Police Improvements

Account Number

Fund

06003-1

Unmarked Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 27,000.00

Funds Obligated

\$ -

Current Balance

\$ 27,000.00

Does item have a cost? Yes

Item Cost \$ 26,971.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ 29.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY COUNCIL MEMO

MEETING OF FEBRUARY 20, 2018

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: February 9, 2018
SUBJECT: Purchase of one Undercover Truck for Police Department

RECOMMENDATION:

City Council approve the repeal of resolution 40-18 and the approve the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Steve Landers Chrysler Dodge Jeep of Little Rock, AR for use by the Police Undercover.

BACKGROUND:

Unit 2186 is a Special Events Truck used for a number of activities, including undercover assignments. Its primary function is to pull a trailer with emergency equipment (crowd barricades, street barricades, signs, etc), as well as transport officers.

Resolution 40-18 was approved at the February 6, 2018 City Council Meeting, however upon receiving the resolution Fleet discovered that the vendor listed was incorrect. This approval will amend that error by listing the correct vendor. The purchase price and description of the vehicle has not changed.

DISCUSSION:

Fleet recommends the purchase of a 2018 Dodge Ram 2500 4WD Crew Cab is available off the Arkansas State Contract in the amount of \$26,971.00 available through Steve Landers Chrysler Dodge Jeep of Little Rock, AR for use by the Police Undercover.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This item was presented to the Equipment Committee on January 9, 2018.

Attachments:

Pre Agenda Meeting 2/7/18

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, February 13, 2018

4:30 PM

City Hall Room 326

City Council Members

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Kyle Smith Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

AV1 2018-0012

APPROVAL OF THE FEBRUARY 6, 2018 CITY COUNCIL MEETING MINUTES

AV2 2018-0082

MISSY GIPSON SHORT-TERM LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$400.00

Attachments: MISSY GIPSON SHORT-TERM LEASE AGREEMENT

AV3 2018-0088

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$2,305.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: HAZMAT SERVICES REVENUE
BA_HAZMAT SERVICES REVENUE

A.4 2018-0093

BID #18-16 ART THURESON, LLC:

A RESOLUTION TO AWARD BID #18-16 AND AUTHORIZE THE PURCHASE OF TWO TWELVE-FOOT WIDE PREFABRICATED BRIDGES FROM ART THURESON, INC. OF WATERFORD, MICHIGAN IN THE TOTAL AMOUNT OF \$79,000.00 PLUS APPLICABLE TAXES TO REPLACE TWO EXISTING FIVE-FOOT WIDE BRIDGES IN GULLEY PARK

Attachments: BID 18-16 ART THURESON, LLC

A.5 2018-0094

SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:

A RESOLUTION TO APPROVE AN AGREEMENT WITH SOUTHWESTERN ELECTRIC POWER COMPANY TO PARTICIPATE IN AN ENERGY EFFICIENCY REBATE PROGRAM AND ACCEPT AN INCENTIVE REBATE IN THE AMOUNT OF \$14,664.60, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:
BA_SOUTHWESTERN ELECTRIC POWER COMPANY AGREEMENT:

A.6 2018-0103

WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6:

A RESOLUTION TO APPROVE TASK ORDER NO. 6 WITH THE WATERSHED CONSERVATION RESOURCE CENTER IN THE AMOUNT OF \$25,140.00 FOR THE REPAIR OF FLOOD DAMAGE TO THE STREAM RESTORATION PROJECT AT SWEETBRIAR PARK

Attachments: WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 6

✓
AV72018-0104

LAKE FAYETTEVILLE IMPROVEMENTS PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$18,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST QUADRANT TO BE USED TO UPGRADE THE WATER LINE AND PLUMBING AT THE VETERANS PARK RESTROOM FACILITY

Attachments:LAKE FAYETTEVILLE IMPROVEMENTS PROJECTBA LAKE FAYETTEVILLE IMPROVEMENTS PROJECT✓
AV82018-0071

UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH THE UNIVERSITY OF ARKANSAS TO PROVIDE HALF OF THE FUNDING FOR A BICYCLE AND PEDESTRIAN COORDINATOR POSITION WITH THE TOTAL AMOUNT PAID BY THE CITY NOT TO EXCEED \$30,000.00

Attachments:UNIVERSITY OF ARKANSAS MEMORANDUM OF AGREEMENT:✓
AV92018-0089

OURPHARMA, LLC TAX BACK PROGRAM:

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF OURPHARMA, LLC IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO OURPHARMA, LLC FOR QUALIFIED PURCHASES

Attachments:OURPHARMA, LLC TAX BACK PROGRAM✓
A. 102018-0101

STREET NAME CHANGE:

A RESOLUTION TO CHANGE THE NAME OF WEST MACLURE WAY TO WEST MACLURA WAY, AND TO CHANGE THE NAME OF WEST ZANDER DRIVE TO WEST ANTHEM DRIVE

Attachments:STREET NAME CHANGE

B. Unfinished Business:**BV1** 2018-0053

RZN 17-6034 (2468 N. CROSSOVER RD./JONES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6034 FOR APPROXIMATELY 4.40 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

Attachments: RZN 17-6034 (2468 N. CROSSOVER RD./JONES)

This ordinance was left on the first reading at the February 6, 2018 City Council meeting.

C. New Business:**CV1** 2018-0105

CENTENNIAL OPEN SPACE ACQUISITION:

A RESOLUTION TO APPROVE THE ATTACHED REAL ESTATE CONTRACT IN WHICH CENTENNIAL BANK AGREES TO SELL AND CONVEY TO THE CITY OF FAYETTEVILLE APPROXIMATELY 228 ACRES PURSUANT TO A SPECIAL WARRANTY DEED FOR \$3,302,250.00, TO AUTHORIZE MAYOR JORDAN TO APPLY FOR AND ACCEPT A GENEROUS 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION FOR THIS ACQUISITION, TO AUTHORIZE MAYOR JORDAN TO ENTER INTO A NO INTEREST FIVE YEAR LOAN FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,651,125.00 AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

Attachments: CENTENNIAL OPEN SPACE ACQUISITION
 BA CENTENNIAL OPEN SPACE ACQUISITION

*pull per
Mayor/
move to
March 13*

2018-0085

RZN 17-6052 (EAST OF ROLLING HILLS DR./KEENAN):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6052 FOR APPROXIMATELY 22.59 ACRES LOCATED AT EAST OF ROLLING HILLS DRIVE AND OLD MISSOURI ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

Attachments: RZN 17-6052 (EAST OF ROLLING HILLS DR./KEENAN)

CV3 2018-0095

RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 18-6076 FOR APPROXIMATELY 0.47 ACRES LOCATED AT 203, 205 & 207 SOUTH WEST AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE, URBAN

Attachments: RZN 18-6076 (203, 205 & 207 S. WEST AVE./ROUSE)

CV4 2018-0096

APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-6046 FOR APPROXIMATELY 29 ACRES LOCATED EAST OF GREENS CHAPEL ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Attachments: APPEAL RZN 17-6046 (EAST OF GREENS CHAPEL RD./WALKER)

C/5

2018-0090

RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC):

AN ORDINANCE TO APPROVE THE CITY OF FARMINGTON'S REZONING OF THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 2018-0090 FOR APPROXIMATELY 126.03 ACRES LOCATED AT DOUBLE SPRINGS ROAD FROM A-1, AGRICULTURE DISTRICT TO R-1, SINGLE FAMILY RESIDENTIAL

Attachments:RZN 2018-0090 (CITY OF FARMINGTON, RED CANYON DEVELOPMENT, LLC)

C/6

2018-0100

AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE:

AN ORDINANCE TO AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE IN CHAPTER 33 DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES OF THE FAYETTEVILLE CODE TO ADD CONSIDERATION OF CLIMATE MITIGATION AND ADAPTATION STRATEGIES AND POLICY RECOMMENDATIONS REGARDING ENERGY EFFICIENCY AND CLEAN ENERGY TO THE PURPOSE OF THE COMMITTEE

Attachments:AMEND ARTICLE XI ENVIRONMENTAL ACTION COMMITTEE**D. City Council Agenda Session Presentations:**

D/1

2017-0745

AGENDA SESSION PRESENTATION - RESIDENTIAL ENERGY CODE POLICY ANALYSIS

E. City Council Tour:**F. Announcements:****G. Adjournment**

