

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, February 6, 2024

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. **WEBINAR ID: 861 9517 1380**
PUBLIC REGISTRATION LINK: [HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_WCFAH36NTE6G9O43WDUHZA](https://us06web.zoom.us/join/86195171380)

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS**

1. **FAYETTEVILLE HIGH SCHOOL FOOTBALL TEAM AND THE FAYETTEVILLE ATHLETIC DEPARTMENT RECOGNITION BY MAYOR LIONELD JORDAN**

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. **MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER**

PROPOSED AGENDA ADDITIONS**A. CONSENT****A.1. APPROVAL OF THE JANUARY 18, 2024 CITY COUNCIL MEETING MINUTES****A.2. PLAY SAFELY SPORTS (SERVICE AGREEMENT):**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PLAY SAFELY SPORTS TO PROVIDE YOUTH INJURY MITIGATION COURSES FOR ATHLETIC PERSONNEL AND COACHES AT A COST OF \$20.00 PER PERSON, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1552)

A.3. COMMUNITY ACCESS TELEVISION, INC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA IN THE AMOUNT OF \$211,216.00 FOR THE PROVISION OF PUBLIC ACCESS TELEVISION SERVICES AND THE OPERATION OF THE PUBLIC ACCESS TELEVISION CHANNEL THROUGH 2024 (2024-277)

A.4. JUNK-IT, LLC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND JUNK-IT, LLC. TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY (2024-1624)

A.5. FORVIS, LLP. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE THE SECOND ONE YEAR CONTRACT WITH FORVIS, LLP. FOR AUDITING SERVICES FOR THE 2024 AUDIT IN AN AMOUNT NOT TO EXCEED \$175,647.00, WITH AN OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE YEAR TERMS (2024-1676)

A.6. 2019 PHASE I BONDS (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$308,612.00 RECOGNIZING INTEREST REVENUE GENERATED FROM THE SALES & USE TAX CAPITAL IMPROVEMENT AND REFUNDING BONDS SERIES 2019 (2024-1672)

A.7. EVANS ENTERPRISES, INC. (PUMP REPAIR):

A RESOLUTION TO ACCEPT A QUOTE IN THE AMOUNT OF \$54,300.00 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM EVANS ENTERPRISES, INC. FOR THE REPAIR OF A PUMP USED AT THE HAMESTRING SEWER LIFT STATION (2024-1638)

A.8. EASEMENT CONDEMNATION (UTILITY RELOCATIONS):

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY FAYETTEVILLE STUDENT HOUSING DST NEEDED FOR THE UTILITY RELOCATIONS ASSOCIATED WITH ARDOT PROJECT 040846 I-49 MLK INTERCHANGE (2024-1684)

A.9. PETROPLUS, LLC. (COST SHARE):

A RESOLUTION TO AUTHORIZE A COST SHARE WITH PETROPLUS, LLC. IN THE AMOUNT OF \$102,577.80 TO COMPLETE IMPROVEMENTS ASSOCIATED WITH PORTIONS OF THE NORTH STREET BOND PROJECT AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENT BOND PROJECT (2023-1165)

A.10. BLACK HILLS ENERGY ARKANSAS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT WITH BLACK HILLS ENERGY ARKANSAS, INC. IN THE AMOUNT OF \$90,950.84 FOR UTILITY RELOCATIONS ASSOCIATED WITH THE MIDTOWN CORRIDOR PROJECT ALONG DEANE STREET, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT (2024-1682)

A.11. SOUTH PLAZA PROPERTY LAND SALE (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,244,144.00 ALLOCATING PROCEEDS FROM THE SALE OF THE SOUTH PLAZA PROPERTY TO REINDL PROPERTIES INC. (2024-1664)

A.12. DC SPARKS CONSTRUCTION, LLC. (CHANGE ORDER #1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE FLEET SHOP EXPANSION CONTRACT WITH DC SPARKS CONSTRUCTION, LLC. IN THE AMOUNT OF \$272,328.84 TO PROVIDE AND INSTALL AN OVERHEAD CRANE, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1668)

A.13. AFTERGLOW AIRCRAFT SOLUTIONS - PAINT FACILITY (LEASE AGREEMENT):

A RESOLUTION TO APPROVE A FIVE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC. D/B/A AFTERGLOW AIRCRAFT SOLUTIONS FOR THE AIRPORT HANGAR AT 4158 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$901.00 PER MONTH (2024-1680)

A.14. AFTERGLOW AIRCRAFT SOLUTIONS (LEASE AGREEMENT):

A RESOLUTION TO APPROVE A FIVE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC. D/B/A AFTERGLOW AIRCRAFT SOLUTIONS FOR THE AIRPORT HANGAR AT 4580 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$2,641.77 PER MONTH (2024-1679)

A.15. DIAMOND WASTE SERVICES, LLC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND DIAMOND WASTE, LLC. TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY (2023-1591)

A.16. HAPPY HOLLOW FUEL CANOPY REPLACEMENT (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$49,341.00 FOR THE CONSTRUCTION, REPAIR AND REPLACEMENT OF THE FLEET FUEL CANOPY AT THE HAPPY HOLLOW COMPLEX (2024-1658)

A.17. WASTE RECYCLE EQUIPMENT SALES, LLC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A MARATHON GALAXY BALER FROM WASTE RECYCLE EQUIPMENT SALES, LLC. IN THE AMOUNT OF \$664,174.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1666)

A.18. JA RIGGS TRACTOR, CO. (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CATERPILLAR WHEEL LOADER WITH WASTE PACKAGE FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT IN THE AMOUNT OF \$325,370.68 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-3)

A.19. AR MUNICIPAL EQUIPMENT, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THREE PETERBILT REFUSE TRUCKS FROM ARKANSAS MUNICIPAL EQUIPMENT, INC. IN THE TOTAL AMOUNT OF \$1,046,583.50, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-4)

A.20. CLARK EQUIPMENT COMPANY (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THREE BOBCATS FROM CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY THROUGH LOCAL DEALER WT EQUIPMENT IN THE TOTAL AMOUNT OF \$118,822.24, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-5)

A.21. LEWIS FORD SALES, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF FIVE FORD VEHICLES FROM LEWIS FORD OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$214,124.00 PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES, OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO ORDINANCE 6491 (2024-8)

A.22. FORD RE-ORDER (REPEAL 69-23):

A RESOLUTION TO REPEAL RESOLUTION NO. 69-23; TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FROM LEWIS FORD OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$112,202.34; TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS IN THE TOTAL AMOUNT OF \$83,771.00; TO AUTHORIZE A CONTINGENCY FOR ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE; AND TO APPROVE A BUDGET ADJUSTMENT (2024-10)

A.23. PARTS, TEAR DOWN, INSPECT AND REPAIR SERVICES (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS OR REPAIR LOCATIONS TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE FOR VEHICLE AND EQUIPMENT REPAIRS AS NEEDED THROUGH DECEMBER 31, 2024, WITHIN THE APPROVED BUDGET (2024-11)

A.24. WT EQUIPMENT (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A NEW HOLLAND TRACTOR FROM WT EQUIPMENT IN THE AMOUNT OF \$101,910.24, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1632)

A.25. HAZMAT RESPONSE REVENUE (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$2,299.00 RECOGNIZING HAZMAT RESPONSE REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET (2024-9)

A.26. MOTOROLA SOLUTIONS, INC. (DINSMORE DECOMMISSION):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE FROM MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$36,249.09 PLUS ANY APPLICABLE TAXES TO DECOMMISSION LEGACY RADIO EQUIPMENT LOCATED AT THE DINSMORE TRAIL TOWER SITE (2024-1673)

A.27. 2024 ADOPTED BUDGET (RE-APPROPRIATION AMENDMENT):

A RESOLUTION TO AMEND THE 2024 ADOPTED BUDGET BY REAPPROPRIATING \$155,665,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS (2024-1681)

B. UNFINISHED BUSINESS

B.1. STEARNS STREET EXTENSION (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CREATE A PROJECT BUDGET FOR AN EXTENSION OF STEARNS STREET BETWEEN VANTAGE DRIVE AND OLD MISSOURI ROAD (2023-1593)

AT THE JANUARY 18, 2024 CITY COUNCIL MEETING, THIS RESOLUTION WAS TABLED TO THE FEBRUARY 6, 2024 CITY COUNCIL MEETING.

C. NEW BUSINESS

C.1. 2633 N. GREGG AVENUE (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF PROPERTY LOCATED AT 2633 N. GREGG AVENUE OWNED BY QUALITY LIFE ASSOCIATES, INC. IN THE AMOUNT OF \$525,000.00 PLUS \$10,000.00 FOR CLOSING COSTS, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT (2024-1678)

C.2. WOOLSEY HOMESTEAD (ASSET TRANSFER):

A RESOLUTION TO APPROVE THE TRANSFER OF THE WOOLSEY FARMSTEAD PROPERTY FROM THE UTILITIES DEPARTMENT TO THE PARKS, NATURAL RESOURCES, AND CULTURAL AFFAIRS DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-276)

C.3. SPOUT SPRINGS HISTORIC DISTRICT (PETITION SIGNATURE):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE PROPOSED SPOUT SPRING HISTORIC DISTRICT PETITION AGREEING THAT THE CITY OWNED PROPERTY OF THE YVONNE RICHARDSON COMMUNITY CENTER SHALL BE INCLUDED WITHIN THE SPOUT SPRING HISTORIC DISTRICT (2024-1665)

C.4. URBAN FORESTRY MANAGEMENT PLAN (APPROVAL):

A RESOLUTION TO APPROVE AND ADOPT THE URBAN FORESTRY MANAGEMENT PLAN (2024-1677)

C.5. OUTDOOR REFRESHMENT AREA (AMENDMENTS):

AN ORDINANCE TO AMEND §111.07 OUTDOOR REFRESHMENT AREA TO AMEND THE EVELYN HILLS OUTDOOR REFRESHMENT AREA PROVISIONS, AND TO CREATE PROVISIONS FOR SUSPENDING OR REVOKING A BUSINESS'S ABILITY TO PARTICIPATE IN AN OUTDOOR REFRESHMENT AREA (2024-1671)

C.6. 2141 NORTH GREEN ACRES ROAD (RAZE AND REMOVAL):

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY MULLINS PROPERTY MANAGEMENT LLC; C/O JOHN MULLINS LOCATED AT 2141 NORTH GREEN ACRES ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,644.00 (2024-1667)

C.7. REZONING-2023-0030: (WEST OF 2558 W. VALLEY DR./REDBRIDGE DEVELOPMENT LTD., 402):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0030 FOR APPROXIMATELY 0.60 ACRES LOCATED WEST OF 2558 WEST VALLEY DRIVE IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE (2024-1636)

C.8. REZONING-2023-0034: (WEST OF S. RAZORBACK RD./LOONEY, 599):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-034 FOR APPROXIMATELY 3.06 ACRES LOCATED WEST OF SOUTH RAZORBACK ROAD NEAR THE TOWN BRANCH TRAIL IN

WARD 1 FROM NS-L, NEIGHBORHOOD SERVICES – LIMITED TO R-A, RESIDENTIAL-AGRICULTURAL AND UT, URBAN THOROUGHFARE (2024-1669)

C.9. APPEAL: CONDITIONAL USE PERMIT-2023-0171: (1006 E. SPARROW CIR/VAN WINKLE, 603):

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, SARAH BUNCH, AND D'ANDRE JONES AND REFER CONDITIONAL USE PERMIT CUP 2023-171 BACK TO THE PLANNING COMMISSION TO CONSIDER THE APPLICATION FOR A SHORT TERM RENTAL AT 1006 EAST SPARROW CIRCLE IN WARD 1 (2024-1675)

C.10. APPEAL: CONDITIONAL USE PERMIT-2023-0170: (854 E. SPARROW CIR/VAN WINKLE, 603):

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, SARAH BUNCH, AND D'ANDRE JONES AND REFER CONDITIONAL USE PERMIT CUP 2023-170 BACK TO THE PLANNING COMMISSION TO CONSIDER THE APPLICATION FOR A SHORT TERM RENTAL AT 854 EAST SPARROW CIRCLE IN WARD 1 (2024-1674)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. SALES TAX REPORT - CHIEF FINANCIAL OFFICER AND ENERGY REPORT - ENVIRONMENTAL DIRECTOR

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

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

Unfinished Business and New Business:

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

Public Comments: Public comment at a City Council meeting shall be allowed for all members of the audience who have signed up prior to the beginning of the agenda item they wish to address being opened for public comment. Speakers shall be limited to a maximum of five (5) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their five (5) minutes presentation period concerning the agenda item being considered by the City Council.

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

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

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

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



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

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

FROM: Lee Farmer, Recreation Superintendent

DATE:

SUBJECT: Coach Safely Act

RECOMMENDATION:

Resolution to approve an agreement with Play Safely Sports to provide youth injury mitigation and information courses for athletic personnel and coaches in the amount of \$7,000 and to approve an associated budget adjustment.

BACKGROUND:

On April 11, 2023, the State of Arkansas 94th General Assembly passed the Coach Safely Act to require youth injury mitigation and information courses for athletics personnel and coaches; and for other purposes. The Act and the Rule articulate that any association that sponsors or conducts sports training or high-risk youth athletic activities for children ages fourteen (14) and younger shall require all coaches and athletics personnel to complete specific training. The association shall maintain a record of individual course completion for as long as that individual serves as athletic personnel or coach for the association.

The courses are to be approved by the Arkansas Department of Health, on these subjects:

- Emergency Preparedness, planning, and rehearsal for traumatic injuries
- Concussions and head trauma
- Heat and extreme weather-related injury familiarization
- Physical conditioning and training equipment usage
- Heart defects and abnormalities leading to sudden cardiac death

DISCUSSION:

The Play Safely Sports training courses are approved by the Arkansas Department of Health and have an associated cost of \$20 per coach. Parks, Natural Resources and Cultural Affairs utilizes approximately 350 volunteer coaches and staff annually that would be required to complete the Coach Safely Act approved training courses for a total cost of \$7,000.

The Play Safely Sports training modules were selected over other training courses approved by the Arkansas Department of Health based on the quality of training content, efficiency of having all training modules on one platform, duration of time needed for coaches to complete the courses, and the

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

management of coaches completing the courses.

As part of the fee, Play Safely Sports will provide a roster of individuals who have completed training, simplifying tracking for staff.

BUDGET/STAFF IMPACT:

The agreement with Play Safely Sports has an expense for a total cost of \$7,000 for associated coach training.

ATTACHMENTS: SRF (#3), BA (#4), Coach Safely Act (#5), Coach Safely Act Approved Courses (#6), Coach Safely Act Agreement (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1552

Coach Safely Act

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PLAY SAFELY SPORTS TO PROVIDE YOUTH INJURY MITIGATION COURSES FOR ATHLETIC PERSONNEL AND COACHES AT A COST OF \$20.00 PER PERSON, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in early 2023, the Arkansas General Assembly passed the Coach Safely Act requiring youth injury mitigation and information courses for athletics personnel and coaches in any association that sponsors or conducts sports training or high-risk youth athletic activities for children 14 years of age and younger; and

WHEREAS, the training courses provided by Play Safely Sports are approved by the Arkansas Department of Health and are recommended by staff over other approved training courses based on the quality of training content, efficiency of having all modules in one platform, duration of time needed for coaches to complete the courses, and the management of coaches completing the courses.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement with Play Safely Sports to provide youth injury mitigation courses for athletic personnel and coaches in the City's youth recreational programs at a cost of \$20.00 per person.

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

City of Fayetteville Staff Review Form

2023-1552

Item ID

2/6/2024

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

Lee Farmer

1/17/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to approve an agreement with the Coach Safely Foundation to provide youth injury mitigation and information courses for athletic personnel and coaches in the amount of \$7,000 and to approve an associated budget adjustment.

Budget Impact:

1010.520.5220-5315.00

General

Account Number

Fund

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 130,650.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 130,650.00

Does item have a direct cost? Yes

Item Cost

\$ 7,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 7,000.00

Remaining Budget

\$ 130,650.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	PARKS & RECREATION (520)	Adjustment Number
2024 (BY)	/Org2		
	Requestor:	Alan Bearden	

Budget adjustment to provide required funds for agreement with the Coach Safely Foundation to provide youth injury mitigation training and information courses for athletic personnel and coaches supporting Recreation programs.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2023-1552
	Holly Black	
	1/17/2024 3:36 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

State of Arkansas
94th General Assembly
Regular Session, 2023

A Bill

SENATE BILL 421

By: Senator G. Leding
By: Representative K. Moore

For An Act To Be Entitled

AN ACT TO CREATE THE COACH SAFELY ACT; TO REQUIRE
YOUTH INJURY MITIGATION AND INFORMATION COURSES FOR
ATHLETICS PERSONNEL AND COACHES; AND FOR OTHER
PURPOSES.

Subtitle

TO CREATE THE COACH SAFELY ACT; AND TO
REQUIRE YOUTH INJURY MITIGATION AND
INFORMATION COURSES FOR ATHLETICS
PERSONNEL AND COACHES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code Title 6, Chapter 18, Subchapter 7, is amended
to add an additional section to read as follows:

6-18-720. Coach Safely Act.

(a) This section shall be known and may be cited as the "Coach Safely
Act".

(b) As used in this section:

(1) "Association" means an organization that administers or
conducts high-risk youth athletic activities on property that is owned,
leased, managed, or maintained by the state, an agent of the state, or a
political subdivision of the state;

(2) "Athletics personnel" means athletic directors and other
individuals actively involved in organizing, training, or coaching athletic
activities for individuals who are fourteen (14) years of age or younger;



1 (3)(A) "Coach" means any individual, whether paid, unpaid,
2 volunteer, or interim, who has been approved by an association to organize,
3 train, or supervise a youth athlete or team of youth athletes.

4 (B) "Coach" may include without limitation an individual
5 selected by a youth athlete or a team of youth athletes who has not been
6 approved by an association if the individual approved by an association is
7 unavailable;

8 (4) "High-risk youth athletic activities" means any organized
9 sport in which there is a significant possibility for a youth athlete to
10 sustain a serious physical injury, including without limitation the sports of
11 football, basketball, baseball, volleyball, soccer, ice or field hockey,
12 cheerleading, and lacrosse; and

13 (5) "Youth athlete" means an individual who is fourteen (14)
14 years of age or younger and participates in an organized sport.

15 (c) Any association that sponsors or conducts sports training or high-
16 risk youth athletic activities for children who are fourteen (14) years of
17 age and younger shall require all coaches and athletics personnel to complete
18 an online or residence course approved by the Department of Health, if
19 available at no cost, which provides information and awareness of actions and
20 measures that may be used to decrease the likelihood that a youth athlete
21 will sustain a serious injury while engaged or participating in a high-risk
22 youth athletic activity.

23 (d) Any youth injury mitigation and information course described under
24 subsection (c) of this section shall provide information on the following
25 subjects without limitation:

26 (1) Emergency preparedness, planning, and rehearsal for
27 traumatic injuries;

28 (2) Concussions and head trauma;

29 (3) Heat and extreme weather-related injury
30 familiarization;

31 (4) Physical conditioning and training equipment usage;
32 and

33 (5) Heart defects and abnormalities leading to sudden
34 cardiac death.

35 (e) Any individual required to take a youth injury mitigation and
36 information course under this section shall complete the course within thirty

1 (30) days of becoming actively engaged in or serving as part of the athletics
2 personnel or coaching staff for an association.

3 (f) An association that conducts a high-risk youth athletic activity
4 or event that requires a coach or an athletics personnel member to complete a
5 youth injury mitigation and information course under this section shall
6 maintain a record of individual course completion for as long as that
7 individual serves as athletic personnel or coach for the association.

8 (g) The youth injury mitigation and information course requirement
9 under this section shall be an annual requirement to be completed no later
10 than the anniversary of the date on which the individual became actively
11 engaged in serving as athletic personnel or coach for an association.

12 (h) All licensed and certified athletic trainers, doctors, nurses,
13 first responders, and healthcare professionals with acute traumatic life
14 support training are exempt from the youth injury mitigation and information
15 course requirement under this section.

16 (i) This section does not:

17 (1) Eliminate the involvement of athletic trainers at youth
18 athletic events; or

19 (2) Impose any additional liability upon political subdivisions
20 of this state.

21 (j) An athletics personnel member or coach is entitled to a defense
22 from liability for any injury sustained by a youth athlete as a result of
23 participation in a high-risk youth athletic activity upon establishing that
24 the athletics personnel member or coach:

25 (1) Completed the injury mitigation and information course
26 required under subsection (c) of this section; and

27 (2) Reasonably conformed his or her conduct to the safety
28 techniques and methods identified in the injury mitigation and information
29 course.

30 (k) Within one hundred eighty (180) days of the effective date of this
31 section, the Department of Health shall adopt rules to implement, enforce,
32 and administer this section.

33 (l) This section shall not apply to:

34 (1) A licensed teacher with a coaching endorsement on the
35 licensed teacher's teaching license;

36 (2) A licensed teacher who completes the Arkansas Activities

1 Association and National Federation of State High School Associations
2 coaching endorsement program; or

3 (3) A registered volunteer under the Arkansas Registered
4 Volunteers Program Act, § 6-22-101 et seq., who completes the Arkansas
5 Activities Association and National Federation of State High School
6 Associations coaching endorsement program.

7
8 SECTION 2. DO NOT CODIFY. Rules.

9 (a) When adopting the initial rules required under this act, the
10 Department of Health shall file the final rules with the Secretary of State
11 for adoption under § 25-15-204(f):

12 (1) On or before January 1, 2024; or

13 (2) If approval under § 10-3-309 has not occurred by January 1,
14 2024, as soon as practicable after approval under § 10-3-309.

15 (b) The department shall file the proposed rules with the Legislative
16 Council under § 10-3-309(c) sufficiently in advance of January 1, 2024, so
17 that the Legislative Council may consider the rules for approval before
18 January 1, 2024.

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21 APPROVED: 4/11/23
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Center & Section: CHP/ SMIP
Main Topic: Injury and Violence Prevention
Sub Topic Main Page: Coach Safely Act

Coach Safely Act

The Act and the Rule articulate that any association that sponsors or conducts sports training or high-risk youth athletic activities for children aged fourteen (14) and younger shall require all coaches and athletics personnel to complete specific training. The association shall maintain a record of individual course completion for as long as that individual serves as athletic personnel or coach for the association. The courses are to be approved by the Arkansas Department of Health, on these subjects:

- Emergency Preparedness, planning, and rehearsal for traumatic injuries
- Concussions and head trauma
- Heat and extreme weather-related injury familiarization
- Physical conditioning and training equipment usage
- Heart defects and abnormalities leading to sudden cardiac death

The full “Coach Safely Act” can be found by clicking the link below:

<https://www.arkleg.state.ar.us/Home/FTPDocument?path=%2FACTS%2F2023R%2FPublic%2FACT642.pdf>

Rules pertaining to Youth Mitigation and Information Courses for Athletics Personnel and Coaches: [Rules for Coach Safely Act](#)

Approved courses:

Emergency Preparedness, Planning, and Rehearsal for Traumatic Injuries

- **The Collapsed Student:** <https://nfhslearn.com/courses/the-collapsed-athlete>
Cost: No cost
- **First Aid, Health, and Safety:** <https://nfhslearn.com/courses/first-aid-health-and-safety>
**Cost associated with this course*

Concussions and Head Trauma

- **Concussions in Sports:** <https://nfhslearn.com/courses/concussion-in-sports-2>
Cost: No cost
- **HEADS UP to Youth Sports: Online Training:**
<https://www.cdc.gov/headsup/youthsports/training/index.html>
Cost: No cost

- **Bell Ringer: A Concussion Awareness Course for Arkansas Coaches**
CID: HWB16027

**Note: The courses listed on the Arkansas Ideas portal are available to licensed and non-licensed K-12 educators. The course catalog can be found here:*

https://ideas.myarkansaspbs.org/course_catalog

- **The Xs and Os of Sports-Related Concussion: Fact Versus Fiction**
CID: HWG16013

**Note: The courses listed on the Arkansas Ideas portal are available to licensed and non-licensed K-12 educators. The course catalog can be found here:*

https://ideas.myarkansaspbs.org/course_catalog

Heat and Extreme Weather-Related Injury Familiarization

- **Heat Illness Prevention:** <https://nfhslearn.com/courses/heat-illness-prevention-2>

Cost: No cost

- **Exertional Heat Illness Awareness Training**
CID: HWG14021

**Note: The courses listed on the Arkansas Ideas portal are available to licensed and non-licensed K-12 educators. The course catalog can be found here:*

https://ideas.myarkansaspbs.org/course_catalog

- **108 Degrees: Critical Response**
CID: HWB14022

**Note: The courses listed on the Arkansas Ideas portal are available to licensed and non-licensed K-12 educators. The course catalog can be found here:*

https://ideas.myarkansaspbs.org/course_catalog

- **The Latest in Heat Illness, Recognition, and Treatment**
CID: HWG16014

**Note: The courses listed on the Arkansas Ideas portal are available to licensed and non-licensed K-12 educators. The course catalog can be found here:*

https://ideas.myarkansaspbs.org/course_catalog

Physical Conditioning and Training Equipment Usage

- **Strength and conditioning:** <https://nfhslearn.com/courses/strength-and-conditioning>

** Cost associated with this course*

Heart Defects and Abnormalities Leading to Sudden Cardiac Death

- **Sudden Cardiac Arrest:** <https://nfhslearn.com/courses/sudden-cardiac-arrest>

Cost: No cost

- **Sudden Cardiac Arrest: When Seconds Count**
CID: HWB19050

**Note: The courses listed on the Arkansas Ideas portal are available to licensed and non-licensed K-12 educators. The course catalog can be found here:*

https://ideas.myarkansaspbs.org/course_catalog

Coach Safely

- **Coach Safely Foundation:** <https://coachsafely.org/education-safety/>
Covering all courses for Coach Safely requirements

To request review and approval of a course, contact the Arkansas Department of Health Substance Misuse and Injury Prevention Branch:

Phone: 1-501-671-1449

Email Address: ADH.InjuryPrevention@Arkansas.gov

Mailing Address: 4815 W. Markham Street, Slot 10, Little Rock, AR 72205

Resources:

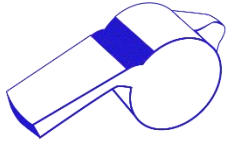
-Arkansas Activities Association Sports Medicine Information:

<https://www.ahsaa.org/sports-medicine-info>

-Arkansas Activities Association Sports Medicine Fact Sheet for Parents and Students:

https://www.healthy.arkansas.gov/images/uploads/pdf/Sports_Medicine_Fact_Sheet_Concussion.pdf

Office	Address	Phone	Fax
Substance Misuse and Injury Prevention	4815 W. Markham Street, Slot 10 - Little Rock, AR 72205	501-671-1449	501-682-0427



PLAY SAFELY SPORTS

ORGANIZATION CONTRACT

Date: 1/15/2024

Organization: City of Fayetteville, Arkansas

Start Date: _____ 2024 End Date: January 31st 2025

Address: 1455 S. Happy Hollow Road

Fayetteville, AR 72701

Sport: Baseball Softball Soccer Football Basketball Lacrosse Gymnastics Hockey ALL

Authorized Signer Title: _____ Name: _____

Email Address: _____ Phone Number: _____ Logo

Provided: Yes / No

This Organization Contract ("Agreement") is entered into between Youth Sports Training, Inc. d/b/a Play Safely Sports ("Company") and the Organization listed above ("Organization") as of the last date of signature below ("Effective Date"). This Agreement is subject to Company's Terms of Service, as found at <https://www.playsafelysports.com/termsandconditions.html> which may be updated from time to time. This Agreement executed hereunder and any additional terms and conditions hereby incorporated, represent the entire agreement of the parties and supersede all prior or contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter.

Organization is committing to improve safety through Play Safely Sports online course by signing up for the following program:

1 Year Commitment

- It will be a requirement that all coaches complete the Play Safely Sports online safety course annually.
- It will be League Policy or Recommendation that all parents have access to the Play Safely Sports online safety course annually.
- Organization is approved to use Play Safely Sports' name and logo for marketing purposes.
- Organization will purchase 300 courses for \$20.00 per course for a total of \$6000. Organization has the option to purchase more courses upon request.
- Organization is approved to use Play Safely Sports' name and logo for marketing purposes.
- Organization will be invoiced for full payment on March 1st
- Organization will schedule onboarding meeting by Feb 9th

*Participants who have been certified in the same calendar year through another entity will not be asked to recertify. Both The Organization and Play Safely Sports reserve the right to notify the respective party regarding any platform issues.

Organization Authorized Signer (E-signature): _____

Date: _____

Title: _____

Play Safely Sports Authorized Signer (E-signature):  _____

Date: ____1/15/2024_____

Title: President



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

THRU: Lisa Thurber, Comm and Marketing Director
Susan Norton, Chief of Staff

FROM: Doug Bankston, Director Of Media Services

DATE:

SUBJECT: **Approve a Community Access Television, Inc. (d/b/a Your Media) Contract Renewal for Public Access Television Services for 2024.**

RECOMMENDATION:

Staff recommends approval of the attached contract for Public Access Television Provider between the City of Fayetteville and Community Access Television, Inc. (d/b/a Your Media) in the amount of \$211,216.00 to provide Public Access Television services from January 1, 2024, through December 31, 2024. This amount has been approved within the 2024 annual City budget and work program.

BACKGROUND:

Community Access Television, Inc. (d/b/a Your Media), has been the City's Public Access provider for the previous five-year term from January 2016 through December 2020, which was approved through City Council Resolution 207-15 in November 2015, and was selected as the service provider for the current five-year term through City Council Resolution 306-20.

DISCUSSION:

The nonprofit Community Access Television, Inc.—d/b/a Your Media—has been the contract service provider for Fayetteville Public Access Television for the previous two five-year term periods. Community Access Television, Inc. (d/b/a Your Media) was the only organization to submit a proposal for the public access service provider RFP for the 2021-2025 term. The contract was developed by the City of Fayetteville in partnership with Your Media and was approved by the Your Media Board of Directors. This contract renewal cost has considerations for a 3% cost-of-living increase of staff salaries. This is a request for a contract renewal for fiscal year 2024 with up to one more renewal for the five-year term of January 2021 through December 2025.

BUDGET/STAFF IMPACT:

The total cost of this contract is \$211,216.00. This amount was included in the proposed 2024 Budget and was approved by the City Council.

ATTACHMENTS: SRF (#3), Public Access Contract-2024 (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-277

Approve a Community Access Television, Inc. (d/b/a Your Media) Contract Renewal for Public Access Television Services for 2024.

A RESOLUTION TO APPROVE A CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. D/B/A YOUR MEDIA IN THE AMOUNT OF \$211,216.00 FOR THE PROVISION OF PUBLIC ACCESS TELEVISION SERVICES AND THE OPERATION OF THE PUBLIC ACCESS TELEVISION CHANNEL THROUGH 2024

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Community Access Television, Inc. d/b/a Your Media, a copy of which is attached to this Resolution, in the amount of \$211,216.00 for the provision of public access television services and the operation of the public access television channel through 2024.

City of Fayetteville Staff Review Form

2024-277

Item ID

2/6/2024

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

Doug Bankston

1/4/2024

MEDIA SERVICES (060)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a contract in the amount of \$211,216.00 for the period of one (1) year between the City and Community Access Television, Inc. d/b/a Your Media to provide Public Access Television services for the year 2024. This was approved within the 2024 annual city budget and work program.

Budget Impact:

1010.090.6600-5713.00

General

Account Number

Fund

40901.4003

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 211,216.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 211,216.00

Does item have a direct cost? Yes

Item Cost

\$ 211,216.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 306-20

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION
d/b/a Your Media
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2024, by and between the City of Fayetteville, a municipal corporation (“City”), and Community Access Television, Inc., a nonprofit corporation, dba Your Media (“Your Media”) who agree as follows:

PURPOSE AND INTENT

1. The purpose of Public Access Television in Fayetteville is to provide an opportunity for users and others to produce and telecast television programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment, and to provide training in the techniques of video production for Public Access Television.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements, or pursuant to Arkansas law.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining a Public Access Television channel, either through agreements with television services providers or pursuant to Arkansas law.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.

Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.

Inside Program: A program produced utilizing Television Center equipment.

Outside Program: A program produced not utilizing Television Center equipment.

Producer: An individual who creates, owns, controls or is responsible for the content of a television program.

Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.

Program Requestor: A user who requests a program to be telecast on the Public Access Television channel.

Resident User: An individual who resides within the city limits of Fayetteville, a student at the University of Arkansas or a public school within the city limits of Fayetteville, or an employee of a public institution (or branch thereof) or non-profit organization that is based in Fayetteville. This status may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, other government-issued photo ID that contains name and address (including a student identification card), or a check stub or other proof of employment by a public institution or non-profit organization located in Fayetteville.

Non-Resident User: An individual (henceforth referred to as non-resident) who resides within the Washington or Benton County limits, is a student of a public school within the county limits, or is an employee of a public institution (or branch thereof) or non-profit organization that is based within the county limits and who does not otherwise qualify as a Resident User. County Residency may be documented by producing a current utility bill, a rental contract, a driver's license, student identification card, or other government-issued photo ID that contains name and address, or a check stub or other proof of employment by a public institution or non-profit organization located in Washington or Benton County.

Trainee: A resident or non-resident of Fayetteville who is currently enrolled in a class offered by Fayetteville Public Access Television.

Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.

Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by Your Media will be provided free of charge to Resident-of-Fayetteville Public Access Users who were qualified users as of December 31, 2023. Non-resident-of-Fayetteville Public Access Users shall pay a \$50 per year fee for services described in this contract. Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

At no time shall the number of non-resident users exceed 49% of the total user base of FPTV services and resources.

Your Media shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities, or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

Your Media may charge a fee for the following items or activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Non-resident of Fayetteville annual service dues.
2. Training workshops and seminars that are conducted utilizing City of Fayetteville resources.
3. The sale of blank recording media.
4. Transfer and/or duplication services.
5. Other small items, such as t-shirts or other promotional items, as approved by the City of Fayetteville Communications Director or Director of Media Services.
6. Video production services. If production services are provided, the following conditions apply:
 - a. These services and activities will be referred to as “contract production”.
 - b. Contract production may include studio production activity at the Television Center and related activity, including pre- and post-production.
 - c. Your Media shall charge rates adequate to cover the basic costs of production. Service rates will be reviewed and approved by the Director of Media Services on an annual basis.
 - d. Your Media will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Director of Media Services.
 - e. All fees charged for providing contract production services will be collected at the point Your Media delivers the final product for which it was contracted.
 - f. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.

7. In addition to charging a fee for services described above, Your Media may generate revenue utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville through:
 - a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

If Your Media generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville, Your Media will ensure:

1. All monies collected for such services will be deposited into and all checks shall be made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.
2. Your Media's manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Director of Media Services.
3. All funds within the "Trust Account of Community Access Television, Inc." may only be expended through City Council Resolution authorizing the receipt of funds into the Television Center budget and approving any necessary Budget Adjustments. Normal bank fees related directly to the use of this trust account may be paid with trust account funds without prior authorization.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by Your Media, in a manner approved by the Director of Media Services.

The City of Fayetteville provides the services described herein as a public service to the users for non-commercial use. Your Media will not allow any equipment, facilities, or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization, or individual with the following exceptions:

1. Your Media may produce, or allow to be produced, televised fund-raising programs or activities for 501(c)3, non-profit organizations that directly provide services to the users. These programs are limited to one (1) per organization per contract year.
2. Your Media may produce or conduct one (1) fund-raising program or activity for itself that is televised, or produces programming that is televised, on the Public Access Channel.
3. Your Media may be contracted to produce, or assist in the production of, productions that utilize facilities and equipment controlled by the City at the discretion of the Operations Manager and the Director of Media Services for a market-appropriate fee structure to be determined by the Operations Manager and the Director of Media Services.
4. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming or activity, or, if not continuous programming, exceed seven (7) contiguous days of duration.
5. Fund-raising activities may not disrupt the normal operations of the Television Center. Questions regarding disruption will be determined by the Director of Media Services.

6. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.
7. The on-air bulletin/message board and the “Open Mic” program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material, or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City’s Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information, and execution of the services and responsibilities described in this contract shall be subject to approval by the Director of Media Services. Your Media will not make changes or revisions to any policy, procedure, or method of work directly related to the services described herein without the prior approval of the Director of Media Services.

In exchange for the funding provided by the City to Your Media, pursuant to this Agreement, Your Media shall provide the following services and report progress in each area to the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to users. Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel. Each program that is produced utilizing City of Fayetteville Television Center equipment or facilities will be telecast on the Public Access channel at least one time. A program may be excused from the telecast requirement with approval from the Director of Media Services prior to the production of the program, or at any time at the discretion of the Director of Media Services.

Your Media will:

1. Maintain a process whereby users may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Director of Media Services.
2. Ensure individuals requesting programs to be telecast by Your Media on the Public Access Television channel are users, as defined in Section 1.
3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:
 - a. any violation of any Federal, State or local statute or ordinance relating to obscenity; or
 - b. any material that is an unlawful invasion of privacy; or
 - c. any use of material which violates copyright law;

Such a statement does not relieve Your Media of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming on the public access channel (FPTV) is not commercial in nature. Commercial programming is defined as: "Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations, or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service, or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy."
5. Require program requestors to provide Your Media with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. Your Media will maintain a copy of all such permissions on file.
6. Maintain a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State, or local laws or ordinances. The process and criteria are subject to approval by the Director of Media Services. At a minimum, the process and criteria will:

- a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
 - b. Define scheduling priority of program types.
 - c. Define a priority conflict-resolution process.
 - d. Establish criteria for defining “mature-audience”-type programming.
 - e. Ensure program requestors are informed of “mature-audience”-type programming criteria and sign an affidavit categorizing a requested program as “mature-audience”-type programming if appropriate.
 - f. Define day-parts of the programming schedule that are appropriate for “mature-audience”-type programming.
 - g. Define the program scheduling process.
7. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
8. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
9. Manage the programming schedule in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
10. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel’s on-air bulletin/message board.
 - b. The Public Access Television channel’s web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media’s email address list that is maintained as an opt-in list in the central records database.

The schedule will also be made available for publication by other media outlets that wish to do so.

Your Media will not:

1. Exercise any control of the content of programming, with the following exceptions:
 - a. Programs that are produced solely by Your Media staff for the purposes of communicating information about the Public Access Television channel or itself.
 - b. Portions of “open-studio” program content created by Your Media (i.e. opens, closes, bumpers, etc.).
 - c. The on-air bulletin/message board.
 - d. Programming that is produced as a result of classroom/training/studio laboratory production activity that is conducted by Your Media.
2. Schedule for further telecast any programming that has been found to violate any Federal, State, or local statute or ordinance. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as they become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Director of Media Services.

3. Schedule for further telecast any programming that has been found in violation of any policy of Your Media or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of “mature audience” content; each of which is included in the telecast request process. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as these violations become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Director of Media Services will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:
 - a. Corporations or Divisions or Subsidiaries of Corporations
 - b. Endowments and Foundations
 - c. Individuals
2. General Rules for Acceptability
 - a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors’ products, services or other business interests.
 - d. Product placement in programming in exchange for sponsor support is prohibited.
3. Rules for Display of Sponsor Credits
 - a. All sponsor credits must identify the sponsor by name and/or logo.
 - b. Sponsor credits may not include:
 - i. Any call to action or solicitation to purchase a product, i.e. any use of “you” or “your”; or slogans such as “Get Met. It Pays.”
 - ii. Superlatives, i.e. “...the most intelligent car ever built.”
 - iii. Direct comparisons, i.e. “...when a Cadillac just isn’t good enough.”
 - iv. Price or value information
 - v. Inducements to buy, i.e. “six months free service when you buy”
 - c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
 - d. Sponsor credits may not exploit or take unfair advantage of the child audience for children’s programming.

- e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
- f. Sponsor credits may only be displayed at the beginning and/or end of a program.
- g. Program content may not be interrupted to provide sponsor credit.
- h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
- i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may incorporate brands or logos.

PROVIDE TELEVISION STUDIO PRODUCTION SERVICES FOR USERS ON A FIRST-COME, FIRST-SERVED, NON-DISCRIMINATORY BASIS

Your Media will:

1. Produce a weekly program ("Open Mic") of no less than 30 minutes and no more than one hour in length that provides an open-studio opportunity for users to express their views, present information, or perform; not to exceed five minutes per person.
 - a. The "Open Mic" program is owned and controlled by the City of Fayetteville.
 - b. Your Media will conduct two (2) separate studio sessions of one (1) hour each during which users may record their "Open Mic" segments. The schedule of studio sessions is subject to approval of the Director of Media Services.
 - c. All participants, residents and non-residents of Fayetteville appearing on the "Open Mic" program will be provided a document that informs them that what is presented on the "Open Mic" program must conform to all guidelines for other programming telecast on the Public Access Television channel.
 - d. Non-residents of Fayetteville wishing to participate in the "Open Mic" service alone shall not be required to pay the \$50 annual non-resident fee.
2. Produce programming for the users utilizing studio production laboratory sessions.
 - a. Content of programming produced in studio laboratory sessions will be the responsibility of the producer requesting the production services.
 - b. All technical aspects of production will be under the control and responsibility of Your Media.
 - c. Producers requesting production services utilizing the studio laboratory sessions will be notified that they will be working in a classroom/training environment. The experience of the participants in the class will be priority.
 - d. Your Media will not charge any production fees for programming produced in studio laboratory sessions.
 - e. Studio laboratory sessions may not be used to produce series programming.
 - f. Production slots in the studio laboratory sessions will be scheduled on a first-come, first-served basis. A producer may not schedule more than one session at a time.
3. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.

4. Produce and telecast a disclaimer at random times during the program schedule, no fewer than six (6) times per day, which contains the following message in both video and audio format: “Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville.”

EDUCATE FAYETTEVILLE RESIDENTS AND NON-RESIDENTS IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

Your Media will provide training and technical support for users so they may learn the techniques and details of video production and television programming distribution.

Your Media will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 3 core classes in the subjects of:
 - a. Basic Field Production
 - b. Basic Video Editing
 - c. Basic Studio Production/Crew Positions

And at least 3 advanced classes in the subjects of:

- a. Advanced Field Production
- b. Advanced Video Editing
- c. Advanced Studio Production

The syllabus for each class will be available on the Fayetteville Public Access Television web site.

2. Offer a minimum of six (6) free classes a week taught by Your Media staff in various disciplines of video production and programming distribution.
 - a. At least three (3) classes each week must be in the core subjects.
 - b. At least two (2) classes each week must be in the advanced subjects.
 - c. The studio production laboratory does not count toward the total of required classes.
3. Conduct a studio production laboratory session at least once per week that provides a “hands-on” training environment for students in Studio Production classes.
4. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
5. Require a minimum level of proficiency, as approved by the Director of Media Services, to achieve a passing grade in classes.
6. Maintain records of student performance and evaluations.
7. Provide training and development resources, and technical support, in addition to regular classes, to users while they are engaged in training or production activities.
8. Provide technical and production consultation to users who are producing outside programs.
9. Offer training in the use of all available methods of television programming distribution.
10. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Director of Media Services. This can be demonstrated through industry certification or actual demonstration of skills to the Director of Media Services or their designee. If an instructor fails to meet a minimum level of competence,

they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Director of Media Services, or his/her designee, they have achieved that level.

11. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
12. Ensure Your Media staff stays current with emerging technologies through professional development that includes technical training.
13. Provide reports on training and education activity as required by the City.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the users so they may learn and apply the skills and techniques of television production. Your Media will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Director of Media Services is responsible for the use designation of equipment and facilities within the Television Center. Your Media is responsible for the management of equipment and facilities designated for use by the public and designated for use by Your Media staff in the execution of the services described herein.

Your Media will:

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by Your Media staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.
4. Maintain accurate and detailed records and identification of users to check-out or utilize equipment designated for use by the public. Each record will contain, at a minimum, the user's name, address, telephone number, the area(s) in which they are qualified, and the expiration date of their qualification(s). A photocopy of the documentation of residency must be included.

5. Implement a plan to determine, either by elapsed time or demonstrated proficiency, the need for a qualified user to re-take any classes to maintain their qualification to use equipment or facilities of the Television Center.
6. Maintain a reservation system and procedure for qualified users to be able to reserve the use of equipment and facilities designated for public use.
7. Maintain check-in and check-out procedures for equipment and facilities designated for public use.
8. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
9. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
10. Actively monitor the use of editing and studio facilities.
11. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

Your Media will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or Your Media under this contract to be utilized in any way that may violate any Federal, State, or local law.

MAINTAIN A PROGRAM LIBRARY AND MANAGE ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program material or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests the telecast of a program, either in whole or in part, to which they do not hold the copyright, the resident will provide expressed, written consent from the program's owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

Your Media will create and maintain the necessary documentation, affidavits and statements, subject to the approval of the Director of Media Services, to be included in any forms used to document the request for the telecast of programming.

1. Your Media will maintain a program library containing copies of all inside and outside programs telecast on the Public Access Television channel.
2. Your Media will maintain a program library database of all programs telecast on the Public Access Television channel.

3. Your Media will ensure the library and program library database are maintained in an easily accessible manner.
4. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
5. Your Media will ensure programs are archived as digital video files in the TV Center archive server system, unless otherwise determined by the Director of Media Services.
6. Under no circumstances will Your Media remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database, without the prior approval of the Director of Media Services.

CONDUCT OUTREACH AND COMMUNICATION ACTIVITIES WITH THE PUBLIC

1. Your Media will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to Your Media and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Director of Media Services. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
 - a. Document the complaint, recording:
 - i. Date.
 - ii. Time.
 - iii. Nature of the complaint.
 - iv. As many details as possible to facilitate the investigation of the complaint.
 - v. Contact information of the complainant, if available.
 - b. Immediately communicate the complaint to the Director of Media Services.
 - c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.
 - d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of Your Media in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Director of Communications, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.
 - e. Provide a copy of all correspondence and other pertinent materials to the Director of Media Services.
2. The management, staff, or members of the Board of Directors of Your Media will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
3. The management, staff, or members of the Board of Directors of Your Media will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
4. The management, staff or members of the Board of Directors of Your Media will not identify themselves or their organization in any way, either expressed or implied, as “The City of Fayetteville” or as representing the City of Fayetteville.

5. In all communication from Your Media, the Public Access Television channel will be referred to and identified as “Fayetteville Public Access Television”.
6. In all communication from Your Media, the entire production facility will be referred to as “The City of Fayetteville Television Center” or “The Television Center”, as appropriate.
7. Your Media will maintain a process for effective communication with, and coordination among, all affected City programs and City staff.
8. Your Media will conduct a consistent community outreach effort designed to recruit new producers and trainees.
9. Your Media will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
10. Your Media will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, Your Media, producers and trainees. Your Media may include a link to their organization’s web site.
11. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of Your Media. Information posted on the bulletin board must meet at least one of the following criteria:
 - a. It is information from the City or public access operator regarding policies, procedures or regulations
 - b. It is a request by a producer to recruit help for video productions
 - c. It is a request to recruit producers for specific video production projects
 - d. It is information directly related to the programming of the public access channel
 - e. It is information directly related to opportunities for training and development in television production
 - f. It is information that promotes:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville
 - g. It is information that informs the public of an event or program sponsored by:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville

Information shall not be posted on bulletin boards unless it meets all the following criteria:

- a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
- b. It shall not contain any depiction of libelous, obscene, indecent or violent material
- c. It shall not be information campaigning for or in support of any political candidate or ballot issue
- d. It shall be no larger than standard “letter” sized paper, 8 ½” x 11”

- e. It shall be legible
- f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or Your Media.

GENERAL ADMINISTRATION AND COMMUNICATION

Your Media will administer the activities and responsibilities described herein in compliance with all applicable Federal, State, or local laws, ordinances, rules, and regulations and within any and all agreements, rules, or regulations of any television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and Your Media with regard to contractual matters or operations of the Television Center will be directed through the Director of Media Services, or any other such representative as may be appointed by the City, and Your Media's duly appointed representative.

1. Your Media will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. Your Media will abide by and enforce all policies, rules, and regulations regarding the use of the Television Center. The Director of Media Services is responsible for developing and publishing policies, procedures, rules, and regulations regarding the use of the Television Center facility and equipment. The Director of Media Services will make available to all users of the facility a reference manual that will contain all policies, procedures, rules, and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of Your Media from the Television Center for violations of policies, procedures, rules, and regulations.
3. The City shall make three telephone lines available for Your Media's business use.
4. Your Media shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. Your Media shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of Your Media.
7. The City shall provide access to the Internet for Your Media at the same level provided to the Television Center. Your Media will be responsible for any access requirements above the level provided to the Television Center.
8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.
9. Your Media may use the City's current copier/printer at the Television Center for a charge of \$.039 per page. If the City upgrades the copier/printer located in the Television Center, Your Media shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.

10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by Your Media or the Your Media Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. Your Media will create an operations, training, and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening, and weekend classes. At a minimum Your Media will:
 - a. Provide service to the users, a minimum of forty-five (45) hours per week through a minimum of five (5) days of operation.
 - b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
 - c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
 - d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

Your Media and the Director of Media Services will agree upon the operations schedule and Your Media will not vary from the agreed upon schedule without prior approval of the Director of Media Services.

13. Your Media shall submit monthly, quarterly, and annual reports, as defined by the Director of Media Services, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the following month, or, if the 10th is not a regular business day, the next business day following the 10th. No contract payments will be made to Your Media while any required report is incomplete or overdue.
14. Your Media agrees to provide the City with a monthly financial report, due by the 10th of the following month, detailing:
 - a. Expenditures of funds provided Your Media from the City
 - b. Sources and amounts of other revenue generated from Public Access service activity
 - c. Any other expenditures related to Public Access service activity

The report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.

15. Quarterly reports shall contain, but not be limited to:
 - i) Financial reports, detailing:
 - (a) Expenditures of funds provided Your Media from the City
 - (b) Sources and amounts of other revenue generated from Public Access service activity
 - (c) Any other expenditures related to Public Access service activity
 - ii) Training reports, detailing:
 - (a) Training activity provided users
 - (b) Training activity for staff
 - (c) Class and workshop activity
 - iii) Certification activity
 - (a) Certification of residents
 1. Number of new users qualified to use equipment

- 2. Number of new outside producers
 - (b) Certification of staff
- iv) Production activity
 - (a) Production activity of users
 - (b) Production activity of staff
- v) Equipment Utilization
- vi) Feedback and Complaints
- vii) Programming reports
 - (a) Itemization of programs telecast by:
 - 1. Inside programs
 - 2. Outside programs
 - (b) Itemization of program requestors by:
 - 1. Inside programs
 - 2. Outside programs
 - (c) Quantity of new and repeat inside programs
 - (d) Quantity of new and repeat outside programs
 - (e) Quantity of new program requestors
- viii) Details of activity engaged in by Your Media to promote Fayetteville Public Access Television

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Director of Media Services:

- a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
- b. Requests for changes in any policies or procedures that affect any services described herein; and
- c. All corporate documents, including but not limited to Your Media's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
- d. At any reasonable time and as often as the City may deem necessary, Your Media shall make available to them, or any of their authorized representatives, within three (3) business days, all of Your Media's records related to all matters covered by this Agreement and shall permit the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
- e. During the term of this Contract, Your Media shall make available to the City all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and
- f. Minutes of all meetings, if taken, and materials distributed in meetings of Your Media's Board of Directors, or committees thereof, shall be submitted to the City; and

Your Media will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

1. A performance evaluation will be conducted quarterly by the Director of Media Services to assess Your Media's effectiveness in providing the services described herein.
2. The City and Your Media may agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. Your Media will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Director of Media Services as part of the quarterly evaluation process.
4. The Director of Media Services will immediately communicate to Your Media any violations of this contract as may come to his/her attention so that Your Media may have an opportunity to correct such violations in a timely manner.
5. Quarterly evaluations will be communicated to the City and made publicly available, consistent with the process for oversight.

CONTRACT PERIOD

The contract period will be from January 1, 2024, until December 31, 2024. Either party may cancel this contract at any time with a thirty (30) day written notice. This contract may be renewed by the parties per year for up to four additional one-year terms.

FUNDING

The City hereby agrees to pay Your Media the monthly sum of \$17,601.35 for services performed under the terms of this contract for 11 months and a final 12th installment of \$17,601.15. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2024, unless Your Media fails to comply with the expressed terms of this contract. The City reserves the right to withhold contract payments to Your Media unless Your Media is deemed in full compliance with the contract or until all contract violations are corrected. For any future renewal period up to one additional one-year term, payments to Your Media shall be increased by the amount required to fund salary increases of three percent (3%).

FUTURE ADDITIONAL SERVICE OPTIONS

Upon any renewal, the City of Fayetteville reserves the right to add services, along with any additional costs, to this agreement, including, but not limited to, Education Channel operation, management or services and/or expansion of Public Access operations or services.

LEGAL AUTHORITY

Your Media assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of Your Media have been fully authorized by Your Media to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind Your Media to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of

Your Media or the person signing the Agreement. The City shall not be obligated to pay Your Media for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL

Your Media shall adequately staff the Public Access operation to meet the services and duties outlined in this agreement. Both City staff and Your Media staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by Your Media and shall be available for examination by the City.

Upon termination of any employee from either the City or Your Media, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY

Your Media shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE

Your Media shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. Your Media shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

- | | |
|-------------------------------------|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products/Completed Oper. Aggr. | \$1,000,000 |
| 3. Each Occurrence | \$100,000 |
| 4. Fire Damage (any one fire) | \$50,000 |
| 5. Medical Expense (any one person) | \$5,000 |

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: Your Media shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or \$5,000, whichever is less. Your Media shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY

Your Media shall not initiate or sponsor political or religious programming. Your Media shall not engage in any political activity. Your Media shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with Your Media as an independent contractor and that as such, Your Media shall save and hold the City, its officers, agents, and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of Your Media. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

Your Media covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Your Media further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

Your Media further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION
d/b/a YOUR MEDIA

By: 

Print: Daniel A. Robinson

Title: Executive Director

ATTEST:

By: 

Print: Randall Dixon

Title: Board Member

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
DATE:
SUBJECT: A resolution to approve an agreement between the City of Fayetteville, Arkansas and Junk-It LLC to haul and dispose of solid waste in the City of Fayetteville

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Junk-It LLC for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

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

In accordance with this City Code, Junk-It LLC has submitted a request for contract to haul solid waste within the city limits of Fayetteville.

There are currently 16 approved franchise haulers operating in the city of Fayetteville. Attached is a list of these haulers and the materials they are approved to haul.

DISCUSSION:

The hauling contract will permit Junk-It LLC to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 20 cubic yards or greater, or roll-off style compactors with capacities of 20 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Junk-It LLC to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services. The term of the agreement will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for Junk-It LLC to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:

None

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), 2024 Haul and Disposal Agreement - Junk It LLC Full Package (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1624

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Junk-It LLC to haul and dispose of solid waste in the City of Fayetteville

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND JUNK-IT, LLC. TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY

WHEREAS, in accordance with City Code, Junk-It LLC has submitted a request for contract to haul solid waste within the city limits of Fayetteville; and

WHEREAS, this agreement requires Junk-It LLC to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services; and

WHEREAS, the term of the agreement will be two years with automatic renewals for two additional 2-year terms.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement with Junk-It LLC to haul and dispose of solid waste within the City for two years with automatic renewals for two additional 2-year terms.

City of Fayetteville Staff Review Form

2024-1624

Item ID

2/6/2024

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

Daryl Brigman

1/8/2024

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Junk-It LLC to haul and dispose of solid waste in the City of Fayetteville

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville Staff Review Form

2023-1591

Item ID

2/6/2024

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

Daryl Brigman

12/29/2023

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Diamond Waste to haul and dispose of solid waste in the City of Fayetteville

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF FEBRUARY 6, 2024

TO: Mayor and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst – Recycling and Trash Collections

DATE: December 29, 2023

SUBJECT: A resolution to approve an agreement between the City of Fayetteville, Arkansas and Diamond Waste to haul and dispose of solid waste in the City of Fayetteville

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Diamond Waste for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

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

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

In accordance with this City Code, Diamond Waste has submitted a request for contract to haul solid waste within the city limits of Fayetteville.

There are currently 15 approved franchise haulers operating in the city of Fayetteville. Attached is a list of these haulers and the materials they are approved to haul.

DISCUSSION:

The hauling contract will permit Diamond Waste to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 20 cubic yards or greater, or roll-off style compactors with capacities of 20 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Diamond Waste to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

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

BUDGET/STAFF IMPACT:

None

Attachments:

Franchise Haulers

Diamond Waste to Haul and Dispose of Solid
Waste in the City of Fayetteville

City of Fayetteville Franchise Haulers

Business	DBA	City	Contact	Address	Status	Expires	Activity	No
Allied Waste Services	Republic	Bella Vista, AR	Jennifer Fagan	36 Bella Vista Way Bella Vista, AR 72714	Approved 12/3/19	12/3/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	1
Central Arkansas Recycling & Disposal	CARDS	Little Rock, AR	Jason Fitzgerald	4208 Johnson Rd Springdale, AR 72762	Approved 7/17/18	7/17/2024	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	2
Eco Vista Waste Management	Waste Management	Tontitown, AR	George Wheatley	1041 Arbor Acres Ave. Springdale, AR 72762	Approved 9/17/19	9/17/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	3
Marck Recycling		Rogers, AR	Kent Longley	715 Main Street Cassville, MO 65625	Approved 10/2/18	10/2/2024	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	4
Ozark Compost & Swap, LLC		Fayetteville, AR	Ricky Ludeman	5213 S. 60th Place Rogers, AR 72758	Approved 9/7/21	9/7/2024	Organic waste and recyclables hauling and composting within the city limits of Fayetteville.	5
Ozark Dumpster Service, LLC		Springdale, AR	Brandon Hollenbeck	PO Box 895 Springdale, AR 72765	Approved 12/3/19	12/3/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	6
Rubbish Removal and Roll-Off Rentals, LLC	Arkansas Waste Solutions	Winslow, AR	Brent Wells	10040 Devils Den Rd Winslow, AR 72959	Approved 9/7/21	9/7/2027	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	7
Windstar Investments LLC	Thunder Struck	Rogers, AR	Gene Housley	PO Box 68 Lowell, AR 72745	Approved 10/2/18	10/2/2024	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	8
On Point Dumpster Rental NWA, LLC		Rogers, AR	Ryan Truesdale/Jeff Woodcock	8004 West Elsworth Street Rogers, AR 72758	Approved 7/19/22	7/19/2028	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	9
SPO Networks, Inc	SPO Recycling	Lowell, AR	Tom Smith/Moira MacLeod	715 Main Street Cassville, MO 65625	Approved 7/19/22	7/19/2028	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	10
EZest Solutionz LLC	Dumpster Dudez of Northwest Arkansas	Fayetteville, AR	Phil Ezell	9338 W Forest Hills Dr. Fayetteville, AR 72704	Approved 9/20/22	9/20/2028	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	11
Food Recycling Solutions, LLC		Rogers Ar.	Richard Ims	13935 Pyramid Drive Rogers, AR 72758	Approved 10/4/19	10/4/2028	Organic waste and recyclables hauling and composting within the city limits of Fayetteville.	12
Hogeye Mfg. Co. Inc	Hogbox	Fayetteville Ar.	Lori Devecery	2900 South City Lake Road Fayetteville, AR 72701	Approved 9/17/19	9/17/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	13
Lakeshore Recycling Services	Inland Waste Solutions & Orion Waste Solutions	Bethel Heights, AR	Kevin Gardner	36 848 Highway 264 E Bethel Heights, AR 72764	Approved 11/07/23	11/7/2029	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	14
Outbound Waste LLC		Bentonville, AR	Kade Fields	1302 NE 10th St Bentonville, AR 72712	Approved 11/07/23	11/7/2029	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	15
Hamilton Alliance, Inc		Cicero, IN	Ana Farrah	PO Box 797 Cicero IN 46034	Approved 11/07/23	11/7/2029	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	16

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

This Agreement (the "Agreement"), is entered into on this day of 2024, between the **City of Fayetteville, Arkansas**, a municipal corporation (the "City"), and JUNK-IT LLC (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.
2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.
3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twenty (20) cubic yards or greater, or roll-off style compactor containers with capacities of twenty (20) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.
4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.
5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.
6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

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

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."
8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." This information will only be reviewed by City financial staff, and will not be made available to City solid waste staff.
9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the

Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.
11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.
12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.
13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.
14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.
15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.
16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.
17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.
18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be JOHN BUNTON. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.
20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:
- a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.
 - b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.
 - c) City will be added as an additional insured on General Liability and Auto Liability policies.
 - d) The types of coverage and limits of liability of all insurance required herein shall be as follows:

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

21. Termination:

- a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.

- b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.
- c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

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

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

JUNK-IT LLC
Attn: CHUCK FISER
PO Box 17373
LITTLE ROCK, AR 72222

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.
24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.
25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.
26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.
27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.
28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.
29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

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

CITY OF FAYETTEVILLE

JUNK-IT

By: _____
LIONELD JORDAN, Mayor

By: CHUCK FISER/KC/ONNER
NAME, Title

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk/Treasurer

By: WALT Terry
BUSINESS DEVELOPMENT JUNK-IT LLC



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Paul Becker, Chief Financial Officer
DATE:
SUBJECT: FORVIS, LLP Contract

RECOMMENDATION:

Staff recommends approval of the second year of a five-year contract with FORVIS, LLP for annual audit services.

BACKGROUND:

The City is required by Arkansas statutes to have an annual financial audit by either Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. The City's bond indentures require the City to utilize the services of a private CPA firm to audit the financial statements.

FORVIS, LLP was selected by the City, following the applicable rules and regulations concerning the procurement of auditing services in RFP 22-09, for a five-year contract beginning with the 2023 audit of the 2022 financial statements. Under the contract, FORVIS, LLP will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition, FORVIS, LLP will issue a report on compliance of the City's major federal awards programs and on internal controls over compliance as required by the Uniform Guidance. The Uniform Guidance program is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

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

DISCUSSION:

Staff is recommending approval of the contract with FORVIS, LLP for auditing services for the 2023 annual audit. The second year of the contract with FORVIS will not exceed \$175,647.00.

BUDGET/STAFF IMPACT:

The cost of FORVIS, LLP's services during 2024 for the 2023 audit will not exceed \$175,647.00. Included in this amount is the full annual audit of all City funds, the new GASB 96 implementation review, The Reporting Software (TRS) one-time implementation cost, the annual license fee for TRS, and any time that is expended on financial statement preparation assistance by FORVIS, LLP.

ATTACHMENTS: SRF (#3), 2024 Engagement Letter (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1676

FORVIS, LLP Contract

A RESOLUTION TO APPROVE THE SECOND ONE YEAR CONTRACT WITH FORVIS, LLP. FOR AUDITING SERVICES FOR THE 2024 AUDIT IN AN AMOUNT NOT TO EXCEED \$175,647.00, WITH AN OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign the second one-year contract with Forvis, LLP for auditing services for the 2024 audit in an amount not to exceed \$175,647.00, with an option to renew for up to three additional one year terms.

City of Fayetteville Staff Review Form

2024-1676

Item ID

2/6/2024

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

Kristin Cavette

1/17/2024

ACCOUNTING & AUDIT (131)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the second year of a five year contract with FORVIS, LLP for annual audit services.

Budget Impact:

Various

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The Total Amended Budget has been left blank due to the various sources of funding.



809 S. 52nd Street, Suite A / Rogers, AR 72758

P 479.845.0270 / F 479.845.0840

forvis.com

January 9, 2024

City Council
Lioneld Jordan, Mayor
Paul Becker, Chief Financial Officer
CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain Street
Fayetteville, AR 72701

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

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

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

Summary Scope of Services

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

CITY OF FAYETTEVILLE, ARKANSAS

- Audit Services for the year ended December 31, 2023
- Attestation Examination Services for the year ended December 31, 2023
- The Reporting Solution license for the December 31, 2023 Annual Comprehensive Financial Report (ACFR)
- The Reporting Solution implementation services and training for the December 31, 2023 ACFR Report

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

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

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

Engagement Fees

The base fee for our services will be \$137,647. Included in this fee are travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. The additional fee for implementing GASB 96, if applicable, is expected to be between \$5,000 and \$10,000 based on time expended. The additional fee for the initial implementation of The Reporting Solution (TRS) will be \$10,000 and the additional license fee for TRS will be \$3,000. The additional fee relating to drafting the current year report using The Reporting Solution (TRS), if needed, including assistance with entries in TRS related to the government wide conversion to accrual accounting will be based on time expended and is expected to be between \$10,000 - \$15,000.

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing audit confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

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

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities

- Assisting with changes required to adopt Statement No. 96, including:
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96
 - Documenting any changes from your previous IT subscription recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

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

FORVIS, LLP

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, Attestation Examination Services**, and **Terms and Conditions Addendum**, on behalf of CITY OF FAYETTEVILLE, ARKANSAS.

BY _____
Lioneld Jordan, Mayor

DATE _____

BY _____
Paul Becker, Chief Financial Officer

DATE _____

Scope of Services – Audit Services

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

CITY OF FAYETTEVILLE, ARKANSAS as of and for the year ended December 31, 2023.

The audit has the following broad objectives:

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

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

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

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

We will also provide you with the following nonattest services:

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

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

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

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

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

Entity Name

CITY OF FAYETTEVILLE, ARKANSAS

Party Name

Members of the City Council

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

The following apply for the audit services described above:

**Our
Responsibilities**

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

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

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

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

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

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

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

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

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

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

Limitations & Fraud

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

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

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

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

Opinion

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

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

Your Responsibilities

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

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

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

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

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

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

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

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

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

Supplementary Information

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

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information

- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

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

**Written
Confirmations
Required**

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

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

**Peer Review
Report**

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

Attestation Examination Services

We will examine the written assertion made by management that the CITY OF FAYETTEVILLE, ARKANSAS complied with certain acts during the year ended December 31, 2023.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated in all material respects with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

- Arkansas Municipal Accounting Law of 1973, § 14-59- 10 I et seq.;
- Arkansas District Courts and City Courts Accounting Law, § 16- 10-20 I et seq.;
- Improve contracts, §§ 22-9-202 - 22-9-204
- Budgets, purchases, and payments of claims, etc., § 14-58-20 I et seq. and § 14-58-30 I et seq.;
- Investment of public funds, § 19- 1-501 et seq.; and
- Deposit of public funds, §§ 19-8- 10 I - 19-8- 107

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

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

Limitations Fraud

& Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

Scope of Services – The Reporting Solution License and Related Implementation Services and Training

We will provide access to and use of The Reporting Solution (TRS) which is a web-based Annual Comprehensive Financial Report (ACFR) preparation software for the December 31, 2023 ACFR. FORVIS will assist with the ACFR building in TRS based upon your objectives and will provide certain limited training with respect to your use of TRS. Specifically, FORVIS will:

ACFR Building

- Assist with assessing initial data available for use in TRS
- Assist with converting and importing initial data into TRS
- Assist with configuration of TRS
- Assist with formatting the ACFR
- Provide introductory training related to TRS

Ongoing Services

- Provide support related to questions and issues related to TRS
- Provide post-ACFR build training related to TRS
- Provide assistance in preparing the ACFR, if needed

The following apply for the TRS services described above:

End User License Agreement Terms and conditions related to TRS are set forth in the attached End User License Agreement (EULA). The executed EULA is required for access and use of TRS.

Your Responsibilities It is your responsibility to ensure that the appropriate level of due diligence related to the ACFR building in TRS in connection with this agreement has been performed. This includes determining whether TRS possesses the appropriate level of functionality and performance for your current and future needs.

The Reporting Solution End User License Agreement

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

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

1. License Grant

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

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

2. Conditions & Restrictions on Use Pursuant to the License

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

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

3. Disclaimers & Limitation of Liability

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

To the maximum extent permitted by applicable law, neither FORVIS, nor its licensors, nor its or their affiliates, nor any of FORVIS’ agents or service providers (collectively, the “FORVIS Parties”), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the Software. Further, to the maximum extent permitted by applicable law and in the absence of any contrary written agreement, the aggregate liability of the FORVIS Parties arising out of or in connection with this EULA will not exceed the total amounts you have paid to FORVIS for the Software. These

limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. For the avoidance of any doubt, these provisions shall survive termination or expiration of this EULA.

4. Indemnity

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

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

5. Termination

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

6. Changes to this EULA by FORVIS

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

7. Other Terms

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

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

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

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

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

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

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

FORVIS, LLP

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FORVIS, LLP Terms and Conditions Addendum

GENERAL

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

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

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

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

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

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

DISPUTES & DISCLAIMERS

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

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

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them

pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

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

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

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

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

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a

facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

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

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

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials,

including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kevin Springer, Budget Director
DATE:
SUBJECT: **Approval of a Budget Adjustment to Recognize Interest Revenue on the 2019 Phase I Bonds.**

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize interest revenue earned on the 2019 Phase I Bonds.

BACKGROUND:

On April 9, 2019, the Citizens voted to authorize Sales Tax Bonds of up to \$226,065,000 for various purposes as specified in Ordinance 6126 approved by the City Council. Phase One of the bond improvements was approved at the June 4, 2019, City Council meeting which resulted in the final issuance of \$127,595,000 par value worth of bonds.

From the time of issuance, each bond earns interest revenue and when those additional funds are needed, a budget adjustment is prepared to recognize the interest earned. Currently, across all bond projects, a total of \$2,342,630.65 has been received in interest revenue earnings and \$1,991,446 was recognized, leaving \$351,171 in revenue to be recognized.

DISCUSSION:

This item is to recognize the interest paid to date on the Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2019A/B so that the funds may be used on various bond project expenses.

BUDGET/STAFF IMPACT:

The requested budget adjustment will recognize \$351,171 in interest revenue.

2019 Bonds (Series 2019) - Interest Received vs Budgeted

FUND	Interest Already Recognized	Actuals	Interest Not Recognized	Budget Adjustment
4602 Street Projects 2019 Bonds	665,758	801,718.24	(135,960.24)	135,961
4603 Trails Projects 2019 Bonds	23,488	25,549.36	(2,061.36)	2,062
4604 Drainage Projects 2019 Bonds	130,635	200,864.24	(70,229.24)	70,230
4605 Parks Projects 2019 Bonds	92,128	98,874.10	(6,746.10)	6,747
4606 Economic Development 2019 Bonds	88,175	206,333.95	(118,158.95)	118,159
4607 City Facilities 2019 Bonds	4,808	6,139.06	(1,331.06)	1,332
4608 Arts Corridor 2019 Bonds	347,913	350,603.44	(2,690.44)	2,691
4609 Police Projects 2019 Bonds	494,428	501,628.14	(7,200.14)	7,201
4610 Fire Projects 2019 Bonds	144,133	150,920.12	(6,787.12)	6,788
Grand Total	1,991,466	2,342,630.65	(351,164.65)	351,171

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



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1672

Approval of a Budget Adjustment to Recognize Interest Revenue on the 2019 Phase I Bonds.

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$308,612.00 RECOGNIZING INTEREST REVENUE GENERATED FROM THE SALES & USE TAX CAPITAL IMPROVEMENT AND REFUNDING BONDS SERIES 2019

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 revenue generated from interest paid on funds for the Sales & Use Tax Capital Improvement and Refunding Bonds Series 2019 in the amount of \$351,171.00.

City of Fayetteville Staff Review Form

2024-1672

Item ID

2/6/2024

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

Kevin Springer

1/12/2024

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment to recognize interest revenue earned on the Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2019A.

Budget Impact:

46xx.860.7000-4707.46

46xx - Various 2019 Bond Project Funds

Account Number

Fund

46xxx.7000

Various 2019 Bond Projects

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,991,466.00

Expenses (Actual+Encum)

\$ 2,342,630.65

Available Budget

\$ (351,164.65)

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 351,171.00

Remaining Budget

\$ 6.35

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division	Adjustment Number
2024	BUDGET & INFORMATION MGMT (133)	
	/Org2	
	Requestor: Kevin Springer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

The requested budget adjustment will recognize \$351,171 in interest revenue for the 2019 Phase I Bonds.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-1672
		<i>Kevin Springer</i>
		<i>1/18/2024 1:58 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
RESOLUTION/ORDINANCE	CHKD/POSTED:	/

TOTAL	351,171	351,171					v.2024112
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
4602.860.7000-4707.46	-	135,961	46020	7000	RE	Interest - 2019 Project Funds	
4603.860.7000-4707.46	-	2,062	46030	7000	RE	Interest - 2019 Project Funds	
4604.860.7000-4707.46	-	70,230	46040	7000	RE	Interest - 2019 Project Funds	
4605.860.7000-4707.46	-	6,747	46050	7000	RE	Interest - 2019 Project Funds	
4606.860.7000-4707.46	-	118,159	46060	7000	RE	Interest - 2019 Project Funds	
4607.860.7000-4707.46	-	1,332	46070	7000	RE	Interest - 2019 Project Funds	
4608.860.7000-4707.46	-	2,691	46080	7000	RE	Interest - 2019 Project Funds	
4609.860.7000-4707.46	-	7,201	46090	7000	RE	Interest - 2019 Project Funds	
4610.860.7000-4707.46	-	6,788	46100	7000	RE	Interest - 2019 Project Funds	
4602.860.7999-5899.00	135,961		46020	7999	EX	Unallocated - Budget	
4603.860.7999-5899.00	2,062		46030	7999	EX	Unallocated - Budget	
4604.860.7999-5899.00	70,230		46040	7999	EX	Unallocated - Budget	
4605.860.7999-5899.00	6,747		46050	7999	EX	Unallocated - Budget	
4606.860.7999-5899.00	118,159	-	46060	7999	EX	Unallocated - Budget	
4607.860.7999-5899.00	1,332	-	46070	7999	EX	Unallocated - Budget	
4608.860.7999-5899.00	2,691	-	46080	7999	EX	Unallocated - Budget	
4609.860.7999-5899.00	7,201	-	46090	7999	EX	Unallocated - Budget	
4610.860.7999-5899.00	6,788	-	46100	7999	EX	Unallocated - Budget	



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: **Evans Enterprises, Inc. – Hamestring Pump Motor No. 4 Repair**

RECOMMENDATION:

Staff recommends approval of a quote from Evans Enterprises, Inc. in the amount of \$54,300.00 plus applicable taxes and freight charges for the repair of a pump motor for the Hamestring Sewer Lift Station.

BACKGROUND:

In November 2023, pump no. 4 at the Hamestring sewer lift station started experiencing problems. Jacobs Engineering staff pulled the pump's motor and sent it to Evans Enterprises for a hidden-damages inspection. Evans Enterprises found that the motor had suffered major damage and the pump's rotor was also damaged.

DISCUSSION:

Evans Enterprises, Inc. submitted a quote to repair the 350-horsepower pump motor and its rotor in the amount of \$54,300.00 plus freight and tax. The other option is to purchase a new pump motor, but staff received a quote for a new motor in the amount of \$124,039.45. A new motor is not economical at this time to its cost, so staff recommends approval of the quote from Evans Enterprises to repair the pump motor and its rotor in the amount of \$54,300.00 plus applicable taxes and freight charges. Freight is estimated at \$1,000.00 and taxes are estimated at \$5,391.75, for an estimated total of \$60,691.75.

Because it was necessary to have the repair facility disassemble the units to determine the extent of the damage to equipment already purchased and make repairs, a bid waiver and/or formal sealed bidding is not necessary according to Ark. Code Ann. §14-58-104(6).

BUDGET/STAFF IMPACT:

Funds are available in the Upgrade/Replace Lift Stations account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Evans Enterprises Quote (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1638

Evans Enterprises, Inc. – Hamestring Pump Motor No. 4 Repair

A RESOLUTION TO ACCEPT A QUOTE IN THE AMOUNT OF \$54,300.00 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM EVANS ENTERPRISES, INC. FOR THE REPAIR OF A PUMP USED AT THE HAMESTRING SEWER LIFT STATION

WHEREAS, a pump used at the Hamestring Sewer Lift Station was recently shipped to Evans Enterprises, Inc. to disassemble, inspect, and provide a quote for repair of the pump; and

WHEREAS, pursuant to Ark. Code Ann. §14-58-104(6), formal competitive bidding is not necessary for “replacement parts and labor for repairs of machinery and equipment.”

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that, pursuant to Ark. Code Ann. §14-58-104(6), the repair of the pump does not require formal competitive bidding and, therefore, accepts the quote in the amount of \$54,300.00 (plus any applicable taxes and freight charges) from Evans Enterprises, Inc. for the repair of a pump used at the Hamestring Sewer Lift Station.

City of Fayetteville Staff Review Form

2024-1638

Item ID

2/6/2024

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

Tim Nyander

1/10/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a quote from Evans Enterprises, Inc. in the amount of \$54,300.00 plus applicable taxes and freight charges for the repair of a pump motor for the Hamestring Sewer Lift Station.

Budget Impact:

5400.730.5800-5414.00

Water & Sewer

Account Number

Fund

02068.1

WWTP Upgrade/Replace Lift Stations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,042,035.00

Expenses (Actual+Encum)

\$ 161,552.00

Available Budget

\$ 880,483.00

Does item have a direct cost? Yes

Item Cost

\$ 60,691.75

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 819,791.25

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Freight is estimated at \$1,000.00 and taxes are estimated at \$5,391.75, for an estimated total of \$60,691.75.

FINAL

****THIS IS NOT AN INVOICE****

Evans Enterprises, Inc.

4300 Planters Road
Ft. Smith, AR 72908
479-648-1500 - Phone
479-648-0013 - Fax



AN  IPS COMPANY

NO: 00084416
DATE: 11/3/2023
PAGE 1

Contact Deborah

S CITY OF FAYETTEVILLE
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S CITY OF FAYETTEVILLE
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Job Description: 350hp BALDOR MOTOR

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
NEEDED		

NAMEPLATE DATA

Manufacturer: BALDOR; Frame: 5011LY; Enclosure: TEFC; Serial #: N0702070027; HP: 350; RPM: 1190; Volts: 460; Amps: 386; Type: P; Cycles: 60; Phase: 3; Temp Rise: 40; Service Factor: 1.15; Insulation Class: F

SPECIAL INSTRUCTIONS

350hp BALDOR MOTOR - TURNED RUSH

UNIT	QTY	UNIT PRICE	EXTENSION
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We are pleased to provide the following work scope and quotation for your consideration:

AC Large Motor Recondition Process to Include:

Incoming Inspection and Disassembly:

Receive motor, perform incoming visual inspection, note any missing or broken parts, note any accessories attached to the unit when received, record full nameplate data including Serial # and complete incoming section of Repair Order. Take photos of special conditions, accessories and their positions. Perform Meg test on stator windings as received. Record incoming readings. Match mark ALL components that could be removed during disassembly process. Disassemble unit completely identifying all major components and parts per with R.O. #. Perform internal visual inspection of all components note any obvious signs of wear, contamination, heating or other damage.

Rotor:

Clean and bake rotor to remove moisture. Paint all non-critical fit surfaces with red insulating sealer. Measure all critical mechanical fits on rotor (i.e. bearing journals, bearing housings, seal surfaces, shaft extension, keyway, etc.) and record results. Measure and record rotor TIR (Total Indicated Run out) readings. Dynamically balance rotor to standards based on operating speed. Perform high current squirrel cage test, identify hot spots with Infrared Gun, mark broken bars, solder connections or porosity with permanent marker. If rotor damage is identified, notify customer immediately with findings and an "Extra Work Authorization" will be requested before proceeding with repairs. Lightly polish shaft extension and apply light coat of protectant.

Parts and Accessories:

Clean and dry all accessories (e.g. space heaters, oilers, oil system plumbing, encoders, winding RTDs, bearing RTDs, overloads, water cooled bearing systems, etc.) to remove moisture. Test / measure all accessories to assure proper operation. Note any non-functioning accessories and provide "Extra Work Authorization" request to customer for repair or replacement of faulty components. Replace or Repair both bearings as needed.

Stator / Windings:

Thoroughly steam clean or high pressure wash stator winding and housing to remove contaminants and cure to remove moisture. Perform Meg test and Surge Comparison test after windings are baked and cool. Record results. Make determination if any winding component requires rewinding. If the electrical winding test results prove that the stator winding is suitable for operation. Perform Core Loss test on stator winding and record results. If core loss test proves damaged stator core iron contact customer and quote restack or replacement of motor. Varnish treat stator windings and clean excess resin ready for assembly.

Final Testing and Test Run:

Perform all final electrical tests after assembly prior to test run. Assemble unit complete and prepare for No Load test run. Test run motor at rated voltage, measure and record No Load amps, RPM and compare to nameplate. Record results. Perform horizontal, vertical and axial vibration analysis on O.D.E and D.E. of motor during test run. Record results. Measure and record winding temperature (RTD's) and bearing temperatures (BTD's). Record results. Scribe magnetic center if applicable.

FINAL

****THIS IS NOT AN INVOICE****

Evans Enterprises, Inc.

4300 Planters Road
Ft. Smith, AR 72908
479-648-1500 - Phone
479-648-0013 - Fax



NO: 00084416
DATE: 11/3/2023
PAGE 2

Contact Deborah

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CITY OF FAYETTEVILLE
113 W MOUNTAIN
FAYETTEVILLE, AR 72701

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CITY OF FAYETTEVILLE
113 W MOUNTAIN
FAYETTEVILLE, AR 72701

Job Description: 350hp BALDOR MOTOR

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
NEEDED		

Paint and Prepare for Shipping:

Install all parts and accessories referring to match marks and photos to assure proper positioning. Drain oil if unit is oil lubricated and install "Fill with Oil!" tags. Mask and prepare unit for painting and paint. Install Mechanics Tag with bearing numbers and type included. Block shaft if required and prepare unit for shipping. Review and finalize all test results.

Warranty: 90 Days on materials and workmanship

Additional Comments:

In addition to the workscope above,

Manufacture new laminations and rebar copper rotor w/std C110 bars and braze on new copper rings, machine connection check and balance.

If not repaired, an inspection fee below will be charged.
\$1,885.00

Lead Time: 35 to 40 working days due to rotor rebar lead time

TOTAL 54,300.00

Valid for 30 calendar days from the above date. Equipment left at the service center more than 120 days without a response to this quotation will be charged storage/disassembly fees based on a 4 hour minimum and dependant on apparatus. Inspection and freight charges will apply.

Total does not include sales tax and will be applied on the final invoice if applicable.
Payment terms Net 30 days for account holders unless otherwise specified.

If additional work, parts, services or materials are required that are not specifically included in the above work scope an "Extra Work Authorization" will be required.
This proposal does not include third party inspection, licensing and/ or certification.

In an effort to control cost associated with processing our invoices, effective immediately we will be assessing a 3.5% convenience fee if you choose to satisfy this invoice by paying with a credit card. This is reflected on your invoice and will be assessed if that payment method is chosen.

In the event of significant cost escalation resulting from changes to commodity market prices for copper and/ or other raw materials between dates of Evans price quotation & Evans acceptance of customer purchase order or execution of Contract Agreement may be subject to equally adjustable change order in accordance with the procedures of contract documents. (Commodity markets are volatile & Price is subject to adjustment at time of order entry due to cost increases that may have occurred after Quotation Date. We will notify you in our acknowledgement if any adjustment is necessary.)

Based upon our Standard Terms and Conditions available at www.GoEvans.com/terms



Received
By: _____

Date: _____

Thank you for your interest and consideration!



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: Easement Condemnation - I-49 & MLK Utility Relocations

RECOMMENDATION:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for a water/sewer easement across lands owned by Fayetteville Student Housing DST necessary for the Utility Relocations associated with ARDOT Project 040846 I-49 MLK Interchange.

BACKGROUND:

ARDOT has requested utility relocations to prepare for the widening of Martin Luther King, Jr. Blvd. (Highway-62) from S. Leflar Way to S. Sang Ave. including reconstruction of the interstate overpass and creation of a new overpass at 15th Street.

ARDOT will phase the project, to begin in just the vicinity of 15th Street. The water and sanitary sewer relocations for this first phase are estimated to cost approximately \$5,308,725.00, subject to public bidding, inclusive of engineering fees and easement acquisitions. The relocations are estimated to be 100% reimbursable to the City of Fayetteville by ARDOT.

DISCUSSION:

Several easements were necessary for the City's utility relocations. ArDOT contracted with O.R. Colan Associates for easement acquisition services and acquired easements directly for the City's project since the project is 100% reimbursable and ArDOT desired to expedite the project as much as possible. One easement, however, must obtain approval from the property owner's lender, which is estimated to be a lengthy process. Therefore a "friendly" condemnation is requested by all parties so the City's project can move ahead on schedule.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the Water & Sewer Relocations account. The agenda item staff review form indicates \$21,406.18 as the cost of this request. It should be noted that this is an estimate, based on the appraised value of the property, and that the final cost is subject to negotiation with the property owners or court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for the property so the city will be able take immediate possession of the easement.

ATTACHMENTS: SRF (#3), Appraisal Letter and Summary (#4), Final Offer Letter (#5), Water Sewer

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Easement (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1684

Easement Condemnation - I-49 & MLK Utility Relocations

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY FAYETTEVILLE STUDENT HOUSING DST NEEDED FOR THE UTILITY RELOCATIONS ASSOCIATED WITH ARDOT PROJECT 040846 I-49 MLK INTERCHANGE

WHEREAS, the City of Fayetteville has been unable to negotiate the acquisition of a water/sewer easement located at 1319 S. Hollywood Avenue needed to complete utility relocations associated with ARDOT Project 040846 I-49 MLK Interchange; and

WHEREAS, the City of Fayetteville needs to gain possession of this needed property promptly to begin work on this public improvement and to not delay construction of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located at 1319 S. Hollywood Ave. owned by Fayetteville Student Housing DST, that is needed for utility relocations associated with ARDOT Project 040846 I-49 MLK Interchange, and to pay into the registry of the Circuit Court just compensation in the amount of \$21,406.18.

City of Fayetteville Staff Review Form

2024-1684

Item ID

2/6/2024

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

Tim Nyander

1/17/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession for a water/sewer easement across lands owned by Fayetteville Student Housing DST necessary for the Utility Relocations associated with ARDOT Project 040846 I-49 MLK Interchange.

Budget Impact:

5400.720.5600-5810.00

Water & Sewer

Account Number

Fund

11011.2103

Water & Sewer Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 9,775,811.00

Expenses (Actual+Encum)

\$ 6,199,080.56

Available Budget

\$ 3,576,730.44

Does item have a direct cost? Yes

Item Cost

\$ 21,406.18

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 3,555,324.26

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

BEFORE-AND-AFTER APPRAISAL REPORT

CITY OF FAYETTEVILLE I-49/MLK INTERCHANGE
UTILITY RELOCATION

1319 S HOLLYWOOD AVE
FAYETTEVILLE, ARKANSAS 72701
FAYETTEVILLE STUDENT HOUSING EXCHANGE, LLC
CBRE GROUP, INC. FILE NO. CB23US110155-1

O.R. COLAN ASSOCIATES, LLC
EFFECTIVE DATE OF VALUE: DECEMBER 6, 2023

December 27, 2023

Ms. Donna Roche
Sr. Project Manager
O.R. COLAN ASSOCIATES, LLC
2311 Biscayne Dr
Little Rock, Arkansas 72227

RE: Appraisal of:
1319 S Hollywood Ave
Fayetteville, Washington County, Arkansas
CBRE, Inc. File No. CB23US110155-1

Dear Ms. Roche:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is multifamily student housing residential property located at 1319 South Hollywood Avenue, in Fayetteville, Arkansas, and identified herein as Tract 5. It was constructed in 2019 and is situated on a 42.67-acre or 1,858,803-square foot site. The primary improvements are not impacted by the partial acquisition. Thus, they have been excluded from this analysis, which is limited to the value of land only. This appraisal is for a partial acquisition for the City of Fayetteville Utility Relocations for I-49 / MLK Interchange project. The City of Fayetteville intends to acquire 0.44 acres or 19,104 square feet in permanent easement for utility purposes.

Based on the analysis contained in the following report, the appraiser's opinion of total compensation, as of December 6, 2023, is concluded as follows:

CONCLUDED MARKET VALUE	
Whole Property	\$8,178,733
Remainder Property	\$8,157,719
Difference in Market Value Before and After	\$21,014
Total Compensation	\$21,014

The following extraordinary assumptions have been utilized in this report:

- We are not experts in determining flood zone elevations and we were not provided with a flood zone certificate for the subject. The reader is encouraged to consult with a professional engineer to determine the subject's actual flood zone status. We reserve the right to modify our analyses and conclusions if our assumption proves to be incorrect. Based on our review of FEMA Community Map Panel No. 05143C0215F dated 16-May-2008 the property appears to be in Zone AE.

The following hypothetical condition has been utilized in this report:

- The value of the remainder after the acquisition is subject to the Hypothetical Condition that, as of the effective date of appraisal, the proposed project has been constructed according to project specifications. In reality, the project is not complete and in place as of the effective date.

The use of these extraordinary assumptions and hypothetical conditions may have affected the assignment results.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in my contract for services and/or reliance language retained in the appraiser's work file. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

The report is not the appraisal but is the reporting of the appraisal to the named client or named intended user. Anyone else who attempts to rely on an appraisal report that is not a named user may be misled by the report. If you are not the client, you have no way of knowing if a later appraisal was done that replaces this report. Any changes will result in a different report date. Accordingly, this document may no longer contain the appraisers' opinions. Any subsequent reports, with a later report date, voids this document even to the client or intended user.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Brian Kenworthy
Vice President
AR State Certified General Appraiser No.
CG3496

www.cbre.us/brian.kenworthy

Phone: +1 479 444 2540
Fax: +1 479 442 7806
Email: brian.kenworthy@cbre.com



Nathan Broyles
Senior Valuation Associate
AR State Certified General Appraiser No.
CG2884

www.cbre.us/nathan.broyles

Phone: +1 479 249 9518
Fax: +1 479 442 7806
Email: nathan.broyles@cbre.com



Subject Photographs



All lines are approximate and for illustrative purposes only

Aerial View of Subject and Acquisition

ALL PHOTOGRAPHS TAKEN ON DECEMBER 6, 2023 BY BRIAN KENWORTHY



Primary subject, looking south



Subject frontage, looking west



Primary improvements, looking south



Subject frontage, looking east



Acquisition area, looking south



Acquisition area, looking west

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A Land Sale Data Sheets	
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Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Arkansas.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Brian Kenworthy, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
10. No Candidates/Practicing Affiliates of the Appraisal Institute have signed this report.
11. Brian Kenworthy, MAI and Nathan Broyles made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person signing this report.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Within this report, "CBRE", "CBRE, Inc.", and similar forms of reference refer only to the appraiser(s) who have signed this certification and any persons noted above as having provided significant real property appraisal assistance to the persons signing this report.
15. Brian Kenworthy, MAI has provided services as an appraiser, but not in any other capacity, and Nathan Broyles has not provided any services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment for a different intended use. The date of the prior report was May 15, 2023, with an effective date of April 17, 2023.



Brian Kenworthy
Vice President
AR State Certified General Appraiser No.
CG3496




Nathan Broyles
Senior Valuation Associate
AR State Certified General Appraiser No.
CG2884



Executive Summary

INTRODUCTION			
CBRE File No.:	CB23US110155-1		
Date of the Report	December 27, 2023		
Effective Date	December 6, 2023		
Date of Inspection	December 6, 2023		
Valuation Date Type	Current Market Value		
Client	City of Fayetteville through agreement with O.R. Colan Associates, LLC		
Client Name	O.R. Colan Associates, LLC		
Representative	Ms. Donna Roche, Sr. Project Manager		
Address	2311 Biscayne Dr Little Rock, AR 72227		
Project Name	City of Fayetteville I-49/MLK Interchange Utility Relocation		
Subject Location	1319 S Hollywood Ave Fayetteville, Washington County, AR		
Property Type	Residential: Attached Single-Family Residence		
Owner	Fayetteville Student Housing Exchange, LLC		
Legal Description	See Legal Description in Addenda		
Assessor IDs	765-14873-000; 765-20021-000; 765-20022-000; 765-14883-004; 765-14877-010		
Property Rights Appraised	Fee Simple Estate subject to existing encumbrances		
Rights Being Acquired	Permanet Easement		
Current Use of Subject	Multifamily		
Highest and Best Use			
As Vacant	Multifamily Student Housing		
As Improved	Multifamily Student Housing		
of Acquisition	As part of the Whole Property		
Estimated Exposure Time	6-12 Months		
Improvement Type	Multifamily Student Housing		
Number of Buildings	123		
Gross Living Area (SF)	392,823		
Year Built	2019		
Buyer Profile	Institutional		
LAND AREAS			
Whole Property			
Tract 5 Whole Property	42.67	AC	1,858,803 SF
Part Acquired			
Permanent Easement Acquisition	0.44	AC	19,104 SF
Total Acquired in Fee	0.00	AC	0 SF
Total Acquired in Easement	0.44	AC	19,104 SF
Remainder Property			
Tract 5 Unencumbered Remainder	42.23	AC	1,839,699 SF
Encumbered Remainder Property	0.44	AC	19,104 SF
Remainder Total Size	42.67	AC	1,858,803 SF
CONCLUDED MARKET VALUE			
Whole Property			\$8,178,733
Remainder Property			\$8,157,719
Difference in Market Value Before and After			\$21,014
Total Compensation			\$21,014



CITY OF
FAYETTEVILLE
ARKANSAS

September 19, 2023

Fayetteville Student Housing Exchange, LLC, a Delaware limited liability company
Attn: Lupe Griffin
2901 Butterfield Road
Oak Brook, IL 60523

RE: Utility Relocations for I-49 MLK Interchange
Parcel No. 765-20021-000, 765-2022-000
1319 South Hollywood Avenue, Fayetteville, AR
Offer Letter

Dear Ms. Griffin:

The City of Fayetteville is working in conjunction with the Arkansas Highway Department on the new interchange of I-49 at MLK. During this construction, certain utilities will need to be moved and/or added.

In order for this project to be completed, a water and sanitary sewer utility easement will be necessary. These utility easements are necessary to give the City the right to install the water line / sewer line and to perform maintenance as necessary on it in the future. This area will still be your property to use and enjoy. Your property will be returned to a condition as good as or better than it was found at the end of construction. Access to your property will be provided at all times during construction.

The City of Fayetteville hereby offers \$21,406.18 for the rights associated with the water and sanitary sewer easement containing 0.46 acres (20,147 SF).

Included is a drawing of your specific property depicting the anticipated area required for the proposed easement necessary for this project.

Should you elect to accept this offer, the Water/Sewer Easement contained herein should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of the documents, a check will be requested, and you will be paid the amount indicated in this offer letter.

Copies of the documents are included for your records. We can provide a copy of the recorded documents upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so we can process your payment. A W-9 is provided for this purpose.

A representative of O.R. Colan Associates will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please

contact Jennifer Sloan (832) 858-4663 (jsloan@orcolan.com to schedule a meeting time. For engineering questions or concerns, please contact Corey Granderson, Utilities Technical Design Team Leader at (cgranderson@fayetteville-ar.gov) or myself at (tnyander@fayetteville-ar.gov).

Sincerely,



Tim Nyander
Utilities Director

TN/bs
Enclosures

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Fayetteville Student Housing Exchange, L.L.C.**, a Delaware limited liability company, in its sole capacity as signatory trustee holding title to the Property on behalf of **Fayetteville Student Housing DST**, a Delaware statutory trust whose address is c/o The Inland Real Estate Group, LLC, 2901 Butterfield Road, Oak Brook, Illinois 60523, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2019-00035377)

Lots 2 and 3 of Major Addition as recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and a part of the SW 1/4 of the NW 1/4 and a part of the SE 1/4 of the NW 1/4 of Section 20, Township 16 North, Range 30 West, Fayetteville, Washington County, Arkansas, all being more particularly described as follows: Beginning at the NE corner of said SW 1/4, NW 1/4, thence South 86°59'03" East 200.00 feet, thence South 01°56'51" West 1319.68 feet, thence North 87°09'48" West 741.60 feet, thence North 16°01'18" West 81.09 feet, thence North 21°31'18" West 405.70 feet; thence North 17°07'01" West 172.56 feet, thence North 17°19'24" West 128.45 feet, thence North 10°01'42" East 64.82 feet, thence North 69°24'08" East 369.58 feet, thence North 20°31'16" West 112.58 feet, thence North 10°21'05" East 284.38 feet, thence South 86°29'55" East 478.08 feet to the P.O.B., containing 25.35 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A variable width easement over part of Lots 2 and 3 and the vacated right-of-way of Major Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 3; thence along the East line of said Lot N30°12'54"W 47.55' to the North line of a 40' ARDOT right-of-way easement (filed for record in Book 663 Page 214); thence along said North line N87°28'34"W 143.20' to the Point of Beginning; thence continuing along said North line N87°28'34"W 25.90'; thence N12°38'22"W 76.20'; thence N33°11'17"E 91.12'; thence N30°53'26"W 341.21'; thence N30°54'12"W 68.49'; thence 135.41' along a curve to the left, said curve having a radius of 987.50' and being subtended by a chord bearing and distance of N34°49'54"W 135.31'; thence N38°45'36"W 191.92' to the South line of a 20' sewer easement (filed for record in Book 721 Page 148); thence along said South line S81°15'37"E 36.39' to the West line of a 15' sewer easement (filed for record in Book 653 Page 05); thence along said West line S36°54'32"E 262.78'; thence continuing along said West line S30°52'55"E 468.38'; thence S33°11'17"W 90.55'; thence S12°38'22"E 72.41' to the Point of Beginning, containing 19,104 square feet or 0.44 acres more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement. Driveways and parking lots will not be considered permanent structures. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The Grantee shall have the right to construct pipe lines and/or make repairs to lines within the above described easement at any time in the future and agrees to pay for or repair any damages as a result of such future construction and/or repairs as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

It is further understood that Grantee's easement shall be exclusive, and that Grantor or its successors and assigns shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

WITNESS the execution hereof on this _____ day of _____, 2023.

Fayetteville Student Housing Exchange, L.L.C., a Delaware limited liability company, in its sole capacity as signatory trustee holding title to the Property on behalf of **Fayetteville Student Housing DST**, a Delaware statutory trust whose address is c/o The Inland Real Estate Group, LLC, 2901 Butterfield Road, Oak Brook, Illinois 60523

By: _____

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

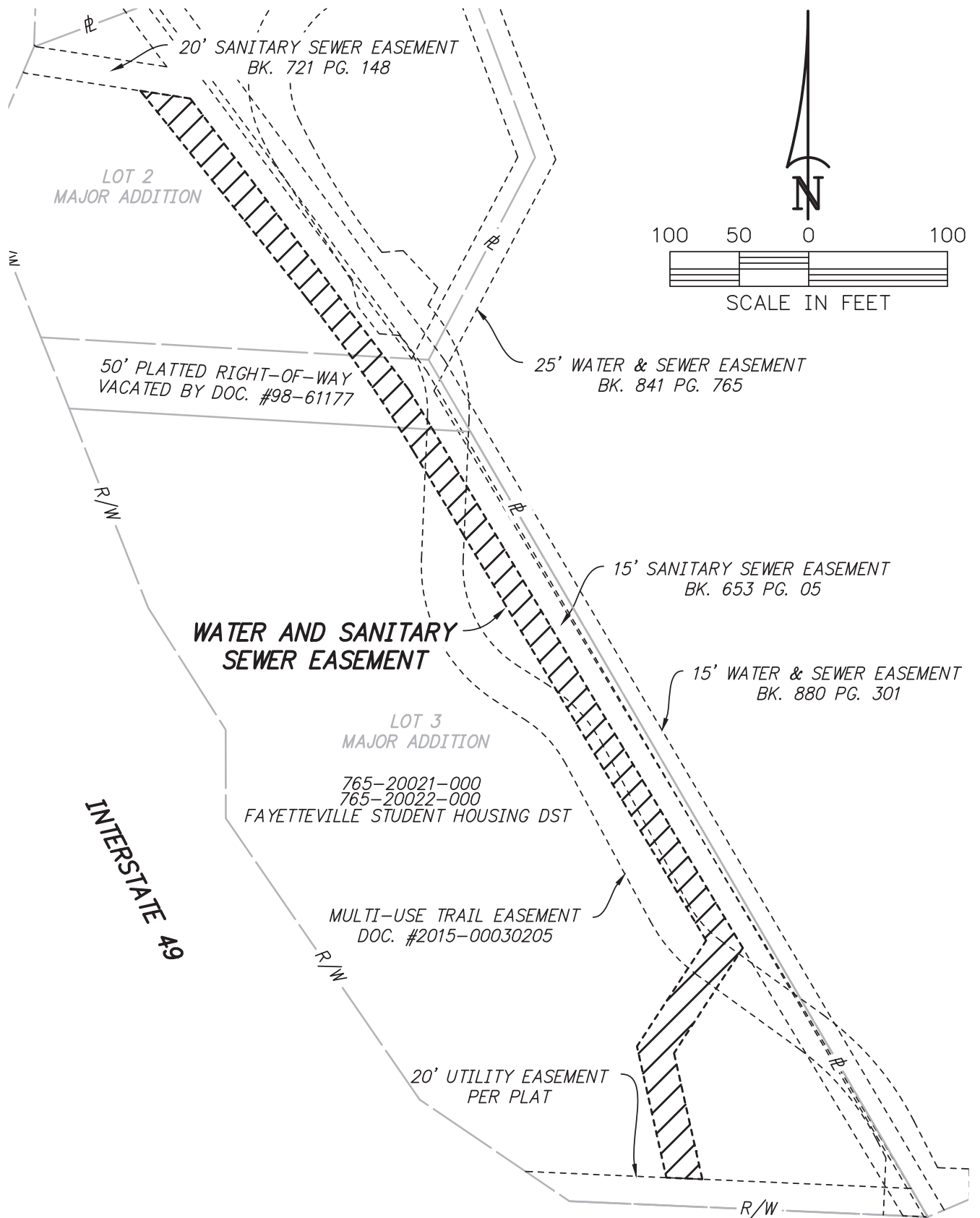
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he/she is the _____ of **Fayetteville Student Housing Exchange, L.L.C.**, a Delaware limited liability company, in its sole capacity as signatory trustee holding title to the Property on behalf of **Fayetteville Student Housing DST**, a Delaware statutory trust whose address is c/o The Inland Real Estate Group, LLC, 2901 Butterfield Road, Oak Brook, Illinois 60523, and is duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2023.

MY COMMISSION EXPIRES:

Notary Public

Z:\22\2022129 UTILITY RELOCATIONS FOR I-49 MLK INTERCHANGE - FAYETTEVILLE\DRAWINGS\EASEMENTS\15TH STREET\TRACT 5.DWG, 9/12/2023 9:00 AM, ANDREW MCCOLLUM, LAYOUT1



Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT "A"
UTILITY RELOCATIONS FOR I-49 MLK INTERCHANGE
TRACT 5 - FAYETTEVILLE STUDENT HOUSING DST
FOR: CITY OF FAYETTEVILLE, ARKANSAS

DATE: 09/12/2023

SCALE: 1"=100'

JOB NO. 2022129



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

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

FROM: Josh Boccaccio, Engineering Development Review Mgr

DATE:

SUBJECT: **Cost Share with Petroplus, LLC to construct portions of the North Street Bond project along North St in conjunction with their proposed development**

RECOMMENDATION:

Staff recommends approval of this cost share with Petroplus, LLC to complete improvements associated with portions the North Street Bond Project including, the trail section along North Street, North Street widening, North Street curb improvements, North Street retaining wall, street trees, Lindell Ave narrowing, and Lindell Ave curb improvements for \$53,388.00 and a portion of the cost of the proposed retaining wall for \$49,189.80. The total requested cost share amount is \$102,577.80. Staff also recommends approval of a budget adjustment.

BACKGROUND:

In June 2023, the Engineering Division received a grading permit application from Petroplus, LLC for the redevelopment of parcels of land bounded by N Garland Ave, W Mount Comfort Rd, N Lindell Ave, and W North St. The development will be completing other street improvements, including sidewalk installation along N Garland Ave, W Mount Comfort Rd, and Lindell Ave.

Improvements to the North St Corridor are proposed as a part of the city's 2019 Bond Program. These corridor improvements will bring much needed sidewalks and street improvements to one of Fayetteville's most important east-west corridors. Improvements to this corridor are varied, depending on the segment but include sidewalks, shared-use paved trails, trees, lighting and intersection improvements.

DISCUSSION:

The improvements for the North Street Bond Project along this section include a shared-use trail and other street improvements including pavement and curb work, street trees, and a retaining wall. During permit review of the development, a cost share was proposed for installation of these improvements to coincide with construction associated with the development. Recognizing that simultaneous construction would be beneficial to the city and the public reducing disruptions and providing an immediate safety improvement for pedestrians, city staff is recommending this cost share to reimburse the developer for costs associated with portions of the North Street Bond Project.

BUDGET/STAFF IMPACT:

This cost share will be funded by the 2019 Transportation Bond Fund.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#2), BA(#3), Cost Share Request (#4), Petroplus Cost Share Agreement (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1165

Cost Share with Petroplus,LLC to construct portions of the North Street Bond project along North St in conjunction with their proposed development

A RESOLUTION TO AUTHORIZE A COST SHARE WITH PETROPLUS, LLC. IN THE AMOUNT OF \$102,577.80 TO COMPLETE IMPROVEMENTS ASSOCIATED WITH PORTIONS OF THE NORTH STREET BOND PROJECT AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENT BOND PROJECT

WHEREAS, in June the Engineering Division received a grading permit application from Petroplus,LLC for the redevelopment of certain parcels of land; and

WHEREAS, the improvements include sidewalks, shared-use trails, trees, lighting, and intersection improvements.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a cost share with Petroplus,LLC in the amount of \$102,577.80, to complete improvements associated with portions of the North Street Bond Project.

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

City of Fayetteville Staff Review Form

2023-1165

Item ID

12/5/2023

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

Matt Casey

11/8/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of this cost share with Petroplus, LLC to complete improvements associated with portions the North Street Bond Project including, the trail section along North Street, North Street widening, North Street curb improvements, North Street retaining wall, street trees, Lindell Ave narrowing, and Lindell Ave curb improvements for \$53,388.00 and a portion of the cost of the proposed retaining wall for \$49,189.80. The total requested cost share amount is \$102,577.80. Staff also recommends approval of a budget adjustment.

Budget Impact:

4702.860.7223-5809.00

Streets Projects 2019 Bonds

Account Number

Fund

46020.7223

North Street - Garland Ave to Mission Blvd

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 47,844.00

Expenses (Actual+Encum)

\$ 47,843.25

Available Budget

\$ 0.75

Does item have a direct cost? Yes

Item Cost

\$ 102,577.80

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 102,578.00

Remaining Budget

\$ 0.95

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

Staff recommends approval of this cost share with Petro Plus to complete improvements associated with portions the North Street Bond Project including, the trail section along North Street, North Street widening, North Street curb improvements, North Street retaining wall, street trees, Lindell Ave narrowing, and Lindell Ave curb improvements for \$53,388.00 and a portion of the cost of the proposed retaining wall for \$49,189.80. The total requested cost share amount is \$102,577.80. Staff also recommends approval of a budget adjustment.

	COUNCIL DATE:	11/21/2023
	ITEM ID#:	2023-1165
		<i>Holly Black</i>
		<i>11/2/2023 10:41 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

September 13, 2023

City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701
479.535.8233

EDG #: 22-077
PROJECT NAME: Road Runner, Fayetteville, AR 72701
DEVELOPER: Coulson Oil, 5101 Northshore Lane Little Rock, AR 72118

Cost-Share Narrative:

The Road Runner – Fayetteville is located at 1130 N Garland Avenue and consists of 2 parcels, totaling approximately 1.18 acres. Site features include an asphalt parking lot, EV chargers, gas pumps, improved landscaping, and bike infrastructure.

EDG is requesting a cost share agreement between the City of Fayetteville and Coulson Oil for the improvements associated with the North Street Bond Project. These improvements include a trail section along North Street, North Street widening, North Street curb improvements, North Street retaining wall, street trees, Lindell Ave narrowing, Lindell Ave curb improvements. Coulson Oil is proposing for the City of Fayetteville to pay for the improvements required to meet the North Street Bond Project plans.

The attached exhibit shows the areas of the site that overlap with the North Street bond project. All cost estimates were prepared by Baldwin Shell, the general contractor for the Road Runner project.

Sincerely,



Katelynn Morgan, EIT
Ecological Design Group, Inc. | 918.399.3717 | kmorgan@ecologicaldg.com

September 19, 2023

City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701
479.535.8233

EDG #: 22-077
PROJECT NAME: Road Runner, Fayetteville, AR 72701
DEVELOPER: Coulson Oil, 5101 Northshore Lane Little Rock, AR 72118

Cost-Share Narrative:

The Road Runner – Fayetteville is located at 1130 N Garland Avenue and consists of 2 parcels, totaling approximately 1.18 acres. Site features include an asphalt parking lot, EV chargers, gas pumps, improved landscaping, and bike infrastructure.

EDG is requesting a cost share agreement between the City of Fayetteville and Coulson Oil for the improvements associated with the proposed site retaining wall. Coulson Oil is proposing that the City of Fayetteville pays for the portion of wall that was proposed in the North Street Bond Project plans, Coulson Oil will pay for the additional wall required to develop this project. Please see the attached exhibits and cost analysis for more information.

The attached exhibit shows the limits of the site retaining wall that is to be included in the cost-share agreement. All cost estimates were prepared by Baldwin Shell, the general contractor for the Road Runner project.

Sincerely,



Katelynn Morgan, EIT
Ecological Design Group, Inc. | 918.399.3717 | kmorgan@ecologicaldg.com

LEGEND

North Street Bond Project Cost Share

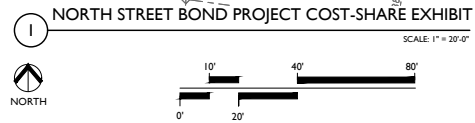
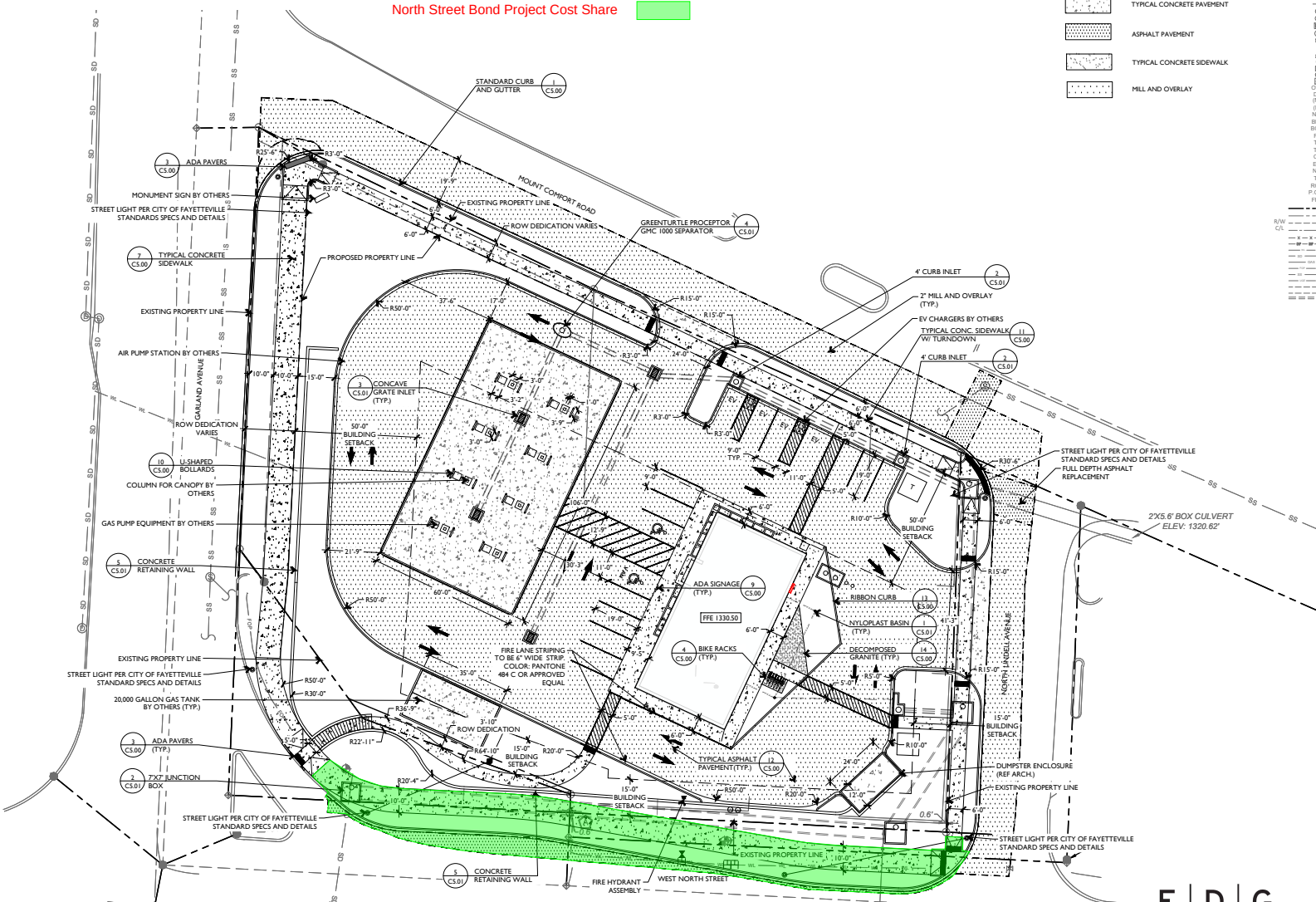


PROPOSED SITE PLAN LEGEND

- PROPOSED CURB AND GUTTER (REF. PLANS FOR TYPE)
- SAWCUT AND PAVEMENT REMOVAL LIMITS
- LIMITS OF MILL AND OVERLAY
- TYPICAL CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- TYPICAL CONCRETE SIDEWALK
- MILL AND OVERLAY

EXISTING LEGEND

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTER POINT
- HANDICAP PARKING
- FIRE HYDRANT
- SANITARY MANHOLE
- BOLLARD
- POWER POLE
- ELECTRIC METER
- SIGN
- WATER METER
- GAS METER
- DRAIN GRATE
- STORM MANHOLE
- WATER VALVE
- FLAGPOLE
- VAULT
- TRAFFIC SIGNAL POST
- TRAFFIC SIGNAL VAULT
- MANHOLE
- AIR CONDITIONER
- OVERHANG
- DUMPSTER AREA
- MEASURED/CALCULATED DIMENSION
- RECORDED DIMENSION
- NOW OR FORMERLY
- BUILDING HEIGHT LOCATION
- BOC
- BACK OF CURB
- FLOW LINE
- TA
- TOP OF ASPHALT
- TC
- TOP OF CONCRETE
- CL
- CENTERLINE OF ROAD
- EC
- EDGE OF CONCRETE
- NG
- NATURAL GROUND
- TB
- TOP OF BANK
- RCF
- REINFORCED CONCRETE PIPE
- P.O.B.
- POINT OF BEGINNING
- FFE
- FINISHED FLOOR ELEVATION
- BOUNDARY LINE
- LANDMARK LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND STORM DRAINAGE LINE
- UNDERGROUND GAS LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND ELECTRIC LINE
- CONTOUR INDEX LINE
- CONTOUR INTERIOR LINE
- WALL



E | D | G

FENNELL | PURIFOY

ARCHITECTS

100 RIVER BLUFF DRIVE, SUITE 320, LITTLE ROCK, AR 72202
 T 501.372.4734 • F 501.372.6736

LEGEND

Retaining Wall Cost Share

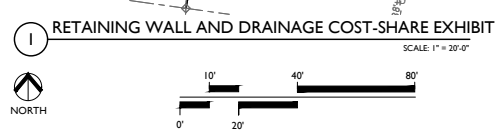
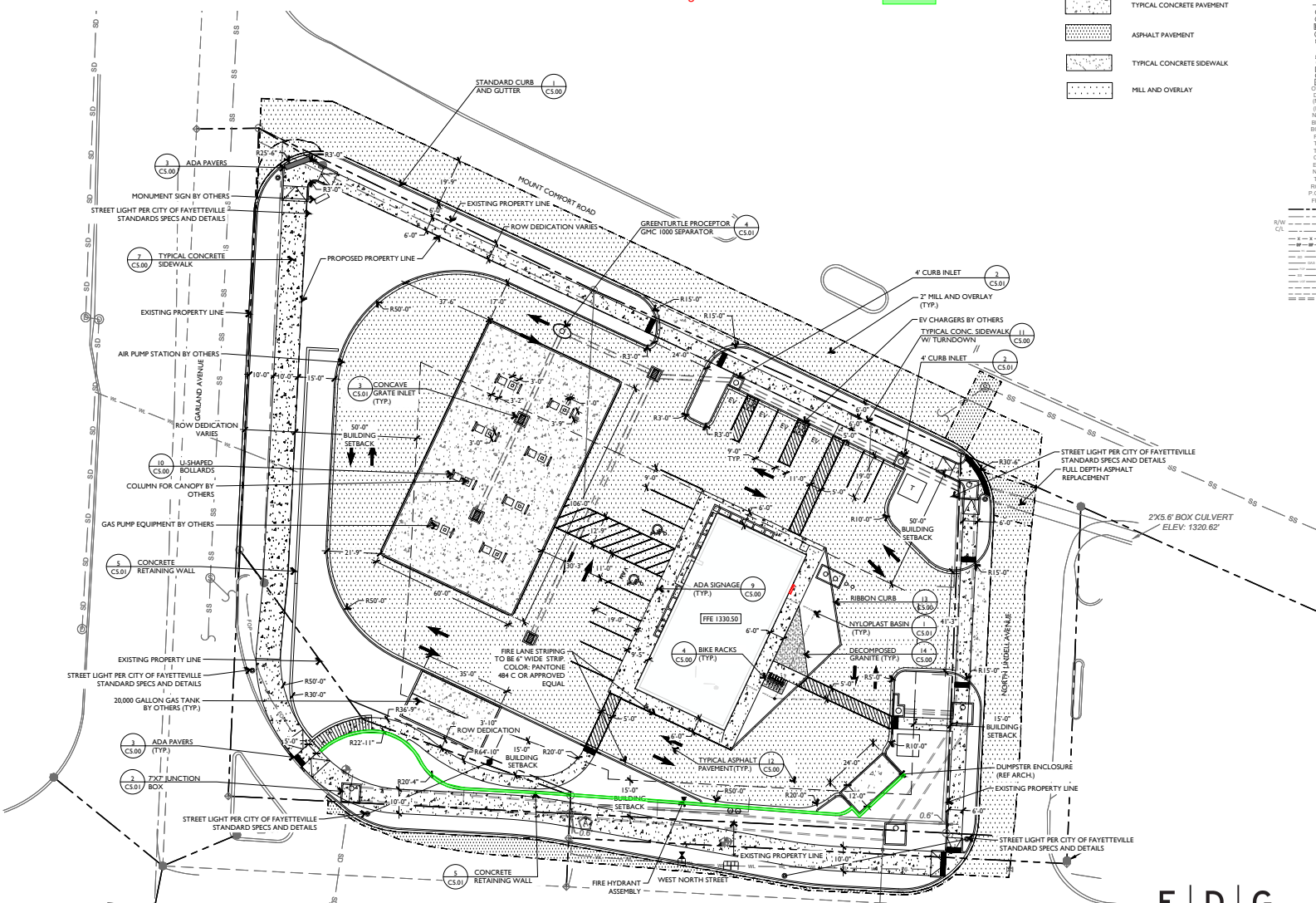


PROPOSED SITE PLAN LEGEND

- PROPOSED CURB AND GUTTER (REF. PLANS FOR TYPE)
- SAWCUT AND PAVEMENT REMOVAL LIMITS
- LIMITS OF MILL AND OVERLAY
- TYPICAL CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- TYPICAL CONCRETE SIDEWALK
- MILL AND OVERLAY

EXISTING LEGEND

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTER POINT
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- POWER POLE
- ELECTRIC METER
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- CONTOUR INDEX LINE
- CONTOUR EXTERIOR LINE
- WALL



E | D | G

FENNELL | PURIFOY

ARCHITECTS

100 RIVER BLUFF DRIVE, SUITE 320 - LITTLE ROCK, AR 72202
P 501.372.4734 • F 501.372.6736

	General Site and Utility Improvements in ROW	Quantity		Unit Cost		Total Cost	Category Totals
	Sidewalk/Driveways						\$20,640.00
	Sidewalk	2,700	sf	\$7.20	sf	\$19,440.00	
	Detectable Warning Surface	2	ea	\$600.00	es	\$1,200.00	
	Streets						\$29,148.00
	Select Fill (24" thick)	263	cy	\$31.20	cy	\$8,195.20	
	Excavation (24" deep)	263	cy	\$28.20	cy	\$7,407.20	
	Standard Curb and Gutter	264	lf	\$26.40	lf	\$6,969.60	
	Asphalt (Full Depth)	846	sf	\$6.00	sf	\$5,076.00	
	Street Trees	5	ea	\$300.00	ea	\$1,500.00	
	Electric						\$3,600.00
	Streetlights	2	ea	\$1,800.00	ea	\$3,600.00	
						Total	\$53,388.00

	Quantity		Unit Cost		Total Cost	Category Totals
Retaining Wall (Cost Carried by City of Fayetteville)						\$49,189.80
Concrete Retaining Wall (Bond Project Proposed)	1,285	sf	\$38.28	sf	\$49,189.80	
Retaining Wall (Cost Carried by Developer)						\$30,432.60
Concrete Retaining Wall	795	sf	\$38.28	sf	\$30,432.60	
Retaining Wall (Total)						\$79,830.40
Concrete Retaining Wall (Road Runner Total Proposed)	2,080	sf	\$38.38	sf	\$79,830.40	

CONTRACTUAL AGREEMENT FOR COST SHARE OF STREET IMPROVEMENT COSTS

This Agreement, made and entered into on this ____ day of _____ 2023, by and between the City of Fayetteville, Arkansas (“City”) and Petroplus, LLC, witnesseth:

WHEREAS, Petroplus, LLC has proposed a new commercial development, approved at the intersection of Garland Avenue and North Street, and

WHEREAS, the Petroplus, LLC is required to construct street and sidewalk improvements along the north and east sides of the property, and

WHEREAS, the south side of the project abuts North Street which is within the project limits of the City’s North Street Corridor Transportation Bond Project, and

WHEREAS, it would benefit the City to have this portion of the North Street Corridor Project constructed along with the other proposed improvements for this development.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Petroplus, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

- A. Reimburse Petroplus, LLC for \$102,577.80 which represents the cost to install approximately 2,700 square feet of 10-foot concrete sidewalk, excavation, select fill, curb and gutter, asphalt, street trees, lights, retaining wall and other items necessary for construction as shown in Exhibit “A”, attached.
- B. Payments due to Petroplus, LLC shall be remitted within sixty (60) days after receipt of valid invoices and pending successful inspection and acceptance of the completed work by the City of Fayetteville Engineering Division.

2. Petroplus, LLC agrees to:

- A. Provide the necessary and normal project management, inspection, and testing as necessary to complete the work shown on Exhibit “A”, in accordance with the City of Fayetteville Minimum Street Standards, and City Standard Details, both of which are available at <http://www.fayetteville-ar.gov/445/Engineering-Specs-Details>
- B. Provide a copy of the invoices from the Contractor upon completion and City approval of the improvements described in Exhibit “A”.
- C. Pay for the street improvements with a not to exceed reimbursement of \$102,577.80 of the cost by the City of Fayetteville.

3. It is further understood that the contract for construction is between Petroplus, LLC and their Contractor and that the City has no contractual obligation with either the Contractor or any agent for Petroplus, LLC. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of \$102,877.80 for the associated street improvements.

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

Petroplus, LLC
5101 Northshore Ln
North Little Rock AR 72118

By: _____

Petroplus, LLC

CITY OF FAYETTEVILLE,
ARKANSAS

By: _____

LIONEL JORDAN, Mayor

ATTEST:

s

By: _____

EDDIE MARTIN

ATTEST:

By: _____

Kara Paxton, City Clerk



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE:

SUBJECT: **Black Hills Energy Agreement for Utility Relocations for the Midtown Corridor Project**

RECOMMENDATION:

Staff recommends approval of an agreement with Black Hills Energy Arkansas, Inc. in the amount of \$90,950.84 for utility relocations associated with the Midtown Corridor Project along Deane Street and approval of a budget adjustment.

BACKGROUND:

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

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

In August of 2022, the City Council approved a contract with Crossland Heavy Contractors, Inc. to provide construction manager at risk pre-bidding services for the second phase of this project. In September of 2023, the City Council approved a change order for the construction of the second phase. This phase includes the remainder of the overall project scope.

DISCUSSION:

After the start of construction along Deane Street, Black Hills Energy identified portions of their natural gas system outside of the city right of way that will need to be relocated in order to construct this project. Black Hills Energy has provided a proposal of \$90,950.84 for this relocation.

BUDGET/STAFF IMPACT:

These utility relocations are funded by the 2019 Transportation Bond Program.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), BA (#4), Utility Work Agreement-Midtown Corridor (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1682

Black Hills Energy Agreement for Utility Relocations for the Midtown Corridor Project

A RESOLUTION TO APPROVE AN AGREEMENT WITH BLACK HILLS ENERGY ARKANSAS, INC. IN THE AMOUNT OF \$90,950.84 FOR UTILITY RELOCATIONS ASSOCIATED WITH THE MIDTOWN CORRIDOR PROJECT ALONG DEANE STREET, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT

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 an agreement with Black Hills Energy Arkansas, Inc. in the amount of \$90,950.84 for utility relocations associated with the Midtown Corridor Project along Deane Street.

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

City of Fayetteville Staff Review Form

2024-1682

Item ID

2/6/2024

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

Matt Casey

1/17/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an agreement with Black Hills Energy Arkansas, Inc. in the amount of \$90,950.84 for utility relocations associated with the Midtown Corridor Project along Deane Street and approval of a budget adjustment.

Budget Impact:

4702.860.7218-5809.00

Street Projects 2022 Bonds

Account Number

Fund

46020.7218.1020

Streets Projects - Midtown Corridor

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 15,252,773.00

Expenses (Actual+Encum)

\$ 12,701,768.01

Available Budget

\$ 2,551,004.99

Does item have a direct cost? Yes

Item Cost

\$ 90,950.84

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 90,951.00

Remaining Budget

\$ 2,551,005.15

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Matt Casey	

Staff recommends approval of an agreement with Black Hills Energy Arkansas, Inc. in the amount of \$90,950.84 for utility relocations associated with the Midtown Corridor Project along Deane Street and approval of a budget adjustment.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-1682
		Holly Black
		1/17/2024 1:24 PM
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



UTILITY WORK AGREEMENT (DEVELOPER)

Developer: City of Fayetteville
Developer's Address: 113 W Mountain St. Fayetteville, Ar 72701
Job Location: Deane St- UofA

This Utility Work Agreement ("Agreement") is made and entered into this 11th day of January, 2024, by and between **City of Fayetteville** (hereinafter referred to as "Developer"), and Black Hills Energy Arkansas, Inc. (hereinafter referred to as "Black Hills").

WHEREAS, Developer proposes to make certain improvements at the location designated above, and as a result of such improvements, Black Hills must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Developer's proposed improvements, Developer wishes Black Hills to do the following:

Project to begin at GPS 36.086384, -94.190492 where BlackHills will tie onto existing 4" steel gas main and extend east, installing 2100' of 4" steel gas main to tie back into existing gas main at GPS 36.086185, -94.183692. Once new 4" steel gas main is installed, the old 4" steel gas main will be retired in place.
(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in Black Hills' plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Developer agrees to pay for the cost of such Work to the extent herein agreed upon.



NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, DEVELOPER AND BLACK HILLS AGREE AS FOLLOWS:

1. Where applicable hereunder by reason of new utility occupancy or crossing of Developer's property, Developer hereby grants to Black Hills an easement or license to install and operate utility facilities on or across Developer's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. Prior to Black Hills beginning the Work, Developer will, at no cost to Black Hills, furnish Black Hills with all necessary easements, rights of way and permits. Those easements, rights of way and permits shall release Black Hills from any and all claims for damage done to streets, land, fences, and crops arising out of the performance of the Work.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, Black Hills hereby grants to Developer the right to use for Developer's purposes the lands within the limits of the improvement project limits on or across which Black Hills holds a valid property interest antedating Developer's rights which were subsequently acquired in the same lands, and which property rights Black Hills shall retain so long as Black Hills, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Developer through removal of facilities in performing the Work or by subsequent removal of facilities for Black Hills' convenience; and Developer hereby agrees that Black Hills, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does Black Hills waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Developer or Black Hills in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Developer or of Black Hills, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.



4. The estimated cost of the Work is \$90,950.84. After it has completed the Work, Black Hills will bill Developer for the actual cost of the Work. Developer shall pay such invoice within 30 days of Developer's receipt of the invoice. The estimated and actual cost of the Work includes a tax gross up amount. The tax gross up amount will appear as a separate line item on Developer's bill. The tax gross up reimburses Company for Company's federal and state income tax expense, on a net present value basis, associated with the collection of the cost of the Work from Developer. For refundable contributions, the same percentage rate is applied to refund the tax gross-up to Developer.

5. Black Hills will perform the Work, as described on the first page of this Agreement. Black Hills will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond Black Hills' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to Black Hills. Black Hills shall not be obligated to commence the Work unless and until, at no cost to Black Hills, all necessary easements and rights of way have been executed, acknowledged and delivered to Black Hills in a form acceptable to Black Hills.

6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in Black Hills. Developer understands, acknowledges and agrees that Developer shall have no title to, interest in, or ownership of those facilities.

7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

8. Developer and Black Hills acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of Black Hills. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.



10. In the event Black Hills is required to initiate litigation to enforce the terms and conditions of this Agreement, then Black Hills shall have the right to recover from Developer Black Hills' costs and expenses of such litigation, including reasonable attorney fees.

11. Developer acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

BLACK HILLS ENERGY ARKANSAS INC.

By:  Tron Hodges

Its: Senior Manager- Gas Operations

City of Fayetteville

By: _____

Its: _____

Federal Tax I.D. No.: _____



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: **Approval of a Budget Adjustment for the proceeds of the land sale with Reindl Properties Inc. per resolution 251-23**

RECOMMENDATION:

Staff recommends approval of a Budget Adjustment for allocation of the proceeds from the land sale with Reindl Properties Inc. for the South Plaza property per resolution 251-23 for approximately 0.5 acres in the amount of \$1,244,144.00.

BACKGROUND:

In November 2023, council passed resolution 251-23 authorizing the Mayor to sign a real estate purchase contract with Reindl Properties Inc. for the sale of approximately 0.5 acres of City Property.

DISCUSSION:

As stated in the resolution 251-23 packet, the proceeds of the sale would be used for a trail easement purchase, public restrooms and parks storage within the hotel. Net proceeds would be used for the Plaza project. This budget adjustment places those funds in the project for disbursement.

BUDGET/STAFF IMPACT:

Funds to be transferred from the Sale of Assets Account 4470.001.9470-4881.02 to the Plaza Project Account 4470.140.8900-5804.00.

ATTACHMENTS: SRF (#3), BA (#4), JE Land Sale Civic Plaza (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1664

Approval of a Budget Adjustment for the proceeds of the land sale with Reindl Properties Inc. per resolution 251-23

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,244,144.00 ALLOCATING PROCEEDS FROM THE SALE OF THE SOUTH PLAZA PROPERTY TO REINDL PROPERTIES INC.

WHEREAS, on November 7, 2023, the City Council passed Resolution 251-23 authorizing Mayor Jordan to sell approximately 0.5 acres of City property at the south end of the Civic Plaza to Reindl Properties, Inc.; and

WHEREAS, the closing occurred on December 22, 2023, and the City received funds in the amount of \$1,244,144.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$1,244,144.00, a copy of which is attached to this Resolution, allocating proceeds from the sale of the South Plaza property to Reindl Properties, Inc.

City of Fayetteville Staff Review Form

2024-1664

Item ID

February 6, 2024

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

Wade Abernathy

1/11/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Budget Adjustment for allocation of the proceeds from the land sale with Reindl Properties, Inc. for the south plaza property per resolution 251-23 for approximately .05 acres in the amount of \$1,244,144.00.

Budget Impact:

4470.140.8900-5804.00

Sales Tax Capital

Account Number

Fund

46080.7800

Arts Corridor Improvements

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,244,144.00

Remaining Budget

\$ 1,244,144.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 251-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

Staff recommends approval of a Budget Adjustment for allocation of the proceeds from the land sale with Reindl Properties, Inc. for the South Plaza Property per resolution 251-23 for approximately .05 acres in the amount of \$1,244,144.00.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-1664
	Kevin Springer	
	1/11/2024 12:52 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

v.202413

A handwritten signature in black ink, appearing to be "S. J." or similar, located at the bottom right of the page.

Prepared by: Deborah Smallwood

Journal Entry Number: _____

Reference: Man JE - Manual Journal

Description: Rec City Prop Sale-South Civic Plaza RES:251-23

Amount: \$1,244,144.00

Bank Account: 123 - Operating Account-Clearing

[illegible]

Entered: _____

Accounting Supervisor:



Checking Account History

Enter criteria for an historical search and then click the Search button.

Account: xxxxxx7280 - A Operating Clear ▼

☐ Previous Day's Transactions ☐ Today's Transactions ☒ History Search

History Search

Type:

All ▼

Deposit/Withdrawal:

All ▼

From Check: To Check:

From:

12/21/2023

To:

12/28/2023

Amount From: Amount To:



1,244,144.00

1,244,144.00

Search

Transactions

<u>Date</u>	<u>Type</u>	<u>Reference Number</u>	<u>Description</u>	<u>Credit</u>	<u>Debit</u>	<u>Running Balance</u>
12/22/2023	Wire	12450	BRONSON ABSTRACT CO INC0829074	\$1,244,144.00		\$14,689,478.81
Totals:				\$1,244,144.00	\$0.00	

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

Resolution: 251-23

File Number: 2023-1171

REINDL PROPERTIES, INC. (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REAL ESTATE PURCHASE CONTRACT WITH REINDL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 0.5 ACRES OF CITY PROPERTY IN THE SOUTH END OF THE CIVIC PLAZA FOR THE AMOUNT OF \$1,247,455.00

WHEREAS, in October 2022, the City Council approved Resolution 256-22 authorizing the Mayor to sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc. for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza; and

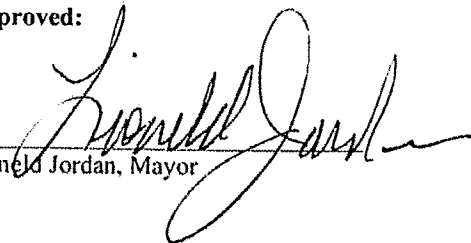
WHEREAS, Mayor Jordan recommends that the City Council approve the terms of the sale set out in the real estate purchase contract negotiated with Reindl Property, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a real estate purchase contract with Reindl Properties, Inc., a copy of which is attached to this Resolution, for the land sale of approximately 0.5 acres in the amount of \$1,247,455.00, and further authorizes the Mayor to execute all closing and other documents necessary to effectuate the sale.

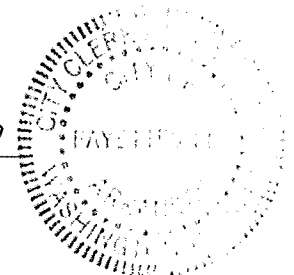
PASSED and APPROVED on November 7, 2023

Approved:


Lionel Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF NOVEMBER 7, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: Resolution authorizing a Real Estate Purchase Contract with Reindl Properties, Inc. for the Construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the mayor to sign the Real Estate Purchase Contract that includes terms of the development agreement with Reindl Properties, Inc., for the land sale of approximately .5 acres in the amount of \$1,247,455.00 and authorize the mayor to execute all closing documents.

BACKGROUND:

Schematic design for the Ramble Civic Plaza, a 2019 voter approved downtown revitalization project, focused on the West Avenue civic space. The vision for the civic space was completed in January 2019, following a series of public design charrettes. The design chosen by participants who engaged in the process consists of a gathering and event lawn, public plaza, garden spaces, and a civic promenade, with two buildings bordering the site on the north and south ends, as bookends of the plaza. The southern building will be integral to the site, as a backdrop for what will become a stage and performance area for the plaza. Additionally, the building will provide public restrooms accessible from the Razorback Greenway and Civic Plaza storage space within the ground floor.

A Request for Proposals (RFP) process solicited competitive development proposals for a public private partnership to build the southern anchor building on the West Avenue Civic Plaza. The RFP asked for an approximately 14,300 square foot building footprint with a height limit of seven stories and three primary facades. Additionally, the city requested that the building be constructed of high-quality and lasting materials that are complimentary to the overall aesthetic of the site and the emergent Arts and Entertainment District. The RFP, issued in August 2021, was advertised on several platforms, including on the Costar website which provides market-leading research on commercial real estate properties in nearly all markets and sub-markets. The RFP was downloaded by over 100 interested parties. A non-mandatory pre-proposal conference held in September, 2021 was attended by over 30 participants.

Additional Background:

Key to the design and planning of the overall spaces are the public private partnerships that can help activate the space and provide a mixed use, sales tax generating, downtown development project to complement the city's investment in The Ramble. Partners are both private developers and philanthropic support efforts.

Mailing address:

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Fayetteville, AR 72701

www.fayetteville-ar.gov

Initial design for this transformative project was made possible by a 2017 grant from the Walton Family Foundation's Design Excellence Program. Award-winning landscape architects Nelson Byrd Woltz (NBW) were selected to design the corridor with the primary goals of:

- Increasing public access and strengthening the surrounding neighborhood,
- Leveraging the connected trail network,
- Demonstrating a commitment to sustainability, and
- Embodying an innovative spirit, encouraging visitors and residents to engage with the space in new ways.

There are five primary elements included in plans for the Cultural Arts Corridor bond project: The West Avenue Civic Space, West Avenue streetscapes, The Fay Jones Woods, The Razorback Greenway, and a new parking deck one block north of the corner of West Ave. and Dickson Street. In April 2019, citizens of Fayetteville voted to authorize a \$31,685,000 bond for construction of the Cultural Arts Corridor Improvements.

Arts Corridor improvements to the Fay Jones Woods, the southern portion of the Razorback Regional Greenway, and the southern portion West Ave. began in September 2020 with construction completed in September, 2022. Construction of the new parking deck began in January 2022 with completion planned in October of 2023. In June 2021, after a 5-month public renaming process, the City announced The Ramble as the new name for the Cultural Arts Corridor.

On October 26, 2021, the City of Fayetteville accepted proposals for the southern anchor building on the Civic Plaza. One proposal was received from Reindl Properties that included a project team with a passion for high-quality construction, human-scaled design, craftsmanship, efficiency, and love of community. Their team includes:

- Brian Reindl - Developer and owner of the adjacent Metro Building along with several other properties in and around downtown Fayetteville.
- Rob Sharp - Architect and designer of several Fayetteville projects including: Three Sisters Building, Mill District, The Dickson Building and most recently the Network Building, which was designed to be the first net zero mixed-use building in Fayetteville.

The LOI specifies that the final development agreement includes a termination and buy back clause requiring Reindl properties to start construction on the new building within 12 months of the completion of the Civic Space. Also, Reindl Properties met with organizations for additional community input on the ways in which the proposed building will interact with the plaza and civic space.

As indicated in the LOI renderings, the proposed mixed-use building will be substantial and striking. The building's proposed uses will increase the liveliness of the adjacent Civic Plaza and attract visitors to the downtown. Hotel guests will eat, shop and recreate in the area, providing benefit to many existing local businesses. Initial analysis shows that the project would provide approximately \$300,000 per year in sales and HMR taxes to the City plus another \$63,000 per year in property tax to the City of Fayetteville for the general fund, library and fire and police departments. The construction impact of this \$40 million construction project will approximately yield another \$175,000 in sales tax revenue.

On October of 2022, Council passed Resolution 256-22 Authorizing the Mayor to Sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc., for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza.

DISCUSSION:

Since the approval of the Resolution:

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Fayetteville, AR 72701

www.fayetteville-ar.gov

- City staff and design consultants with Nelson Byrd Woltz have worked with Reindl Properties to finalize the building footprint in relationship to the trail relocation and relative to the final design of the Civic Plaza.
- Staff has worked with Reindl Properties to secure independent third-party appraisals. The City provided to Reindl a list of 5 appraisal firms with experience in commercial real estate. From that list, Reindl selected three firms. The 3 firms provided certified property value reports. The average of the 3 was used for the agreed to values.
- Major terms and conditions for a proposed Agreement are included in this Real Estate contract as Drafted by Vicki Bronson of Connors and Winters Law Firm.

BUDGET/STAFF IMPACT:

Revenues will be recognized after the closings. Net proceeds from this real estate contract will be applied to the Restrooms/Storage located in the building, and Civic Plaza Improvements.

ATTACHMENTS: Copy of SRF-Real Estate Purchase Agreement South Civic Plaza (#3), Real Estate Purchase Contract (City Reindl) Redline 9-27-23 (002) (#4), Exhibit 1 (#5), Appraisals and Summary South Civic Plaza (#6), 601 W Center St Deed (#7), 256-22 RESOLUTION (#8), Exhibit 2 South Elevation (#9), Exhibit 3 Fay Park Hotel - North Rendering (#10), Exhibit 3 Fay Park Hotel - City Storage (#11), Exhibit 3 Fay Park Hotel - City Toilets (#12), 20231012 REVISED Exhibit 3 Fay Park Hotel level 1 (#13), 20231012 REVISED Exhibit 3 Fay Park Hotel Level 2 (#14), 20231012 REVISED Exhibit 2 Fay Park Hotel - South Rendering (#15), 20231012 Attachment Fay Park Hotel Progression Summary (#16), REAL ESTATE PURCHASE CONTRACT - revised 10-12-23 (#17), COF Letter with Parking Study (#18), Hotel Valet Lot Layout (#19), Survival of Contractual Obligations, Representations, and Agreements as Restrictive Covenants (#20), REAL ESTATE PURCHASE CONTRACT (City Reindl) revised 10-17-23 clean (#21), Ramble Hotel Letter of Support (#22), Exhibit A Site Plan (#23), Exhibit B Floor Plans (#24), Exhibit C Conceptual Building Design and Materials (#25), Real Estate Purchase Contract (City Reindl) Revised 11-2-23 (#26), Letter of Support- Mycelium Networks (#27), Letter of Support- Acre Trader (#28), Letter of Support - Startup Junkie Consulting (#29), Letter of Support - Cato Springs Development (#30)

Mailing address:

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Fayetteville, AR 72701

www.fayetteville-ar.gov



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: Change Order #1 to Bid 23-29 Contract Fleet Shop Expansion with DC Sparks Construction LLC, to provide and install an Overhead Crane and a Budget Adjustment.

RECOMMENDATION:

Staff recommends approval of Change Order #1 to Bid 23-29 Contract Fleet Shop Expansion with DC Sparks Construction, LLC in the amount of \$272,328.84 plus any applicable Sales taxes to provide and install an overhead crane and approve a Budget Adjustment.

BACKGROUND:

In October 2023, Resolution 201-23 authorized the construction associated with the fleet shop expansion. In November 2023, the City's Purchasing Division received bids 23-43 to provide and install an overhead crane. DC Sparks was the responsive bidder.

DISCUSSION:

The overhead crane will allow safe and effective repairs of heavy-duty vehicles and equipment. This will also reduce the need to use other departments' front loaders or forklifts to make the repairs that could be more labor-intensive or risky due to multiple people operating equipment in a small area. A crane will reduce equipment downtime, labor time and cost by utilizing one crane and operator instead of two pieces of equipment operating in unison and 2–3 people for one repair.

Staff elected to include Bid 23-43 as a change order to the Fleet expansion contract with DC Sparks. This required less documentation, which would result in an expedited delivery and installation of the crane.

BUDGET/STAFF IMPACT:

Funds will be allocated from GL account #9770.770.1920-5801.00 20008.1 Fleet Fixed Assets, Fleet overhead crane and a budget adjustment from the 20008.2401 Fleet Vehicle Lifts account.

ATTACHMENTS: SRF (#3), BA (#4), Fleet Overhead Crane CO001 DC Sparks (#5), Bid 23-43, Bid Tab - Signed (#6), Bid 23-43, Submittal - DC Sparks Construction - E (#7)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1668

Change Order #1 to Bid 23-29 Contract Fleet Shop Expansion with DC Sparks Construction LLC, to provide and install an Overhead Crane and a Budget Adjustment.

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE FLEET SHOP EXPANSION CONTRACT WITH DC SPARKS CONSTRUCTION, LLC. IN THE AMOUNT OF \$272,328.84 TO PROVIDE AND INSTALL AN OVERHEAD CRANE, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Change Order No. 1 to the Fleet Shop Expansion Contract with DC Sparks Construction, LLC in the amount of \$272,328.84 to provide and install an overhead crane. A copy of Change Order No. 1 is attached to this Resolution and made a part hereof.

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

City of Fayetteville Staff Review Form

2024-1668

Item ID

2/6/2024

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

Wade Abernathy

11/12/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order #1 to Bid 23-29 Contract Fleet Shop Expansion with DC Sparks Construction, LLC. In the amount of \$272,328.84 plus any applicable sales tax to provide an overhead crane and approve a Budget Adjustment.

Budget Impact:

9700.770.1920-5801.00

Fleet Fixed Assets

Account Number

Fund

20008.1

Overhead Crane

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 250,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 250,000.00

Does item have a direct cost? Yes

Item Cost

\$ 292,092.98

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 42,093.00

Remaining Budget

\$ 0.02

V20221130

Purchase Order Number: 2023-844

Previous Ordinance or Resolution # 207-23

Change Order Number: 1

Approval Date:

Original Contract Number: #2023-00000051

Comments:

Budget Year	Division	Adjustment Number
2024	FLEET OPERATIONS (770)	
	Requestor: Wade Abernathy	

Staff recommends approval of Change Order #1 to Bid 23-29 Contract Fleet Shop Expansion with DC Sparks Construction, LLC in the amount of \$272,328.84 plus any applicable Sales taxes to provide and install an overhead crane and approve a Budget Adjustment.

	COUNCIL DATE:	2/6/2023
	ITEM ID#:	2024-1668
	Kevin Springer	
	1/17/2024 11:13 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Change Order #1

Owner Info	Job Info	Change Order ID
City of Fayetteville	1525 S. Happy Hollow Rd. Fayetteville, AR 72701	CO-23-021-0003

23-021 Fay Fleet Shop Expansion

CO ID	Created / Approved Date	Price
CO-23-021-0003	Created: Jan 10, 2024	\$272,328.84

Description
Bid 23-43 Overhead Crane Number: Bid 23-43 Addendum 2 Title: Construction - Overhead Crane Design/Fab Lead Times: 3 weeks for approval drawings and 16 weeks after approvals returned. Installation: 1 - 1 1/2 weeks to install "Plus applicable sales taxes"

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Crane 41-2200 - Cranes and Hoists	Equipment	Per Plans and Specs	1 ea	\$272,328.84	\$272,328.84

Status	Signature	Date
Approved by: <u>Mayor Lioneld Jordan</u>		<u> </u> / <u> </u> / <u> </u>

Approved by: <u>DC Sparks Construction, LLC</u>	DocuSigned by: 1FF204D44ECB40C...	<u> </u> / <u> </u> / <u> </u>
---	---	---

I confirm that my action here represents my electronic signature and is binding.

TOTAL AMOUNT OF CHANGE ORDER: \$272,328.84



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 23-43, Construction - Overhead Crane

DEADLINE: Tuesday, November 21, 2023 at 2:00 PM

				DC Sparks Construction	
				Total	
Line #	Description	QTY	UOM	Unit	Extended
1	Overhead Crane	1	LS	<u>\$110,000.00</u>	\$110,000.00
2	Runway	1	LS	<u>\$65,000.00</u>	\$65,000.00
3	Crane Power Supply	1	LS	<u>\$11,000.00</u>	\$11,000.00
4	Crane Transportation	1	LS	<u>\$10,000.00</u>	\$10,000.00
5	Installation	1	LS	<u>\$46,000.00</u>	\$46,000.00
6	Commissioning	1	LS	<u>\$14,828.84</u>	\$14,828.84
7	Bonds and Insurance	1	LS	<u>\$15,500.00</u>	\$15,500.00

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

Kenny Fitch 11/21/23
Kenny Fitch, Purchasing Agent

Amarda Beifuss 11/21/23
Amarda Beifuss, Sr. Purchasing Agent



Bid 23-43 Addendum 2 DC Sparks Construction Supplier Response

Event Information

Number: Bid 23-43 Addendum 2
Title: Construction - Overhead Crane
Type: Invitation to Bid
Issue Date: 10/22/2023
Deadline: 11/21/2023 02:00 PM (CT)
Notes: The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the purchase, installation, and commission of one (1) overhead crane. Questions should be addressed to Kenny Fitch, Purchasing Agent at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: kfitch@fayetteville-ar.gov

DC Sparks Construction Information

Address: 8871 Lola Jeane Ln
Rogers, AR 72756
Phone: (479) 365-2889
Email: daniel.sparks@dcsparksconst.com
Web Address: dcsparksconstruction.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Alexus Sparks

Signature

Submitted at 11/14/2023 09:46:11 AM (CT)

alexus.sparks@dcsparksconst.com

Email

Requested Attachments

Bid 23-43, Required Signature Forms

Fleet Overhead Crane Bid Form
Package.pdf

Please attach your completed form. These documents can be found in the 'Attachments' tab titled 'Bid 23-43, Construction - Overhead Crane'.

Bid 23-43, Bid Bond

Fleet Overhead Crane Bid
Bond.PDF

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

800199219

2 Arkansas Contractor License Number:

0349560323

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes

☐ No

4 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes☐ No**5 Addendum Acknowledgement**

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree**Bid Lines****1 Overhead Crane**

Quantity: 1 UOM: LS Price: Total:

2 Runway

Quantity: 1 UOM: LS Price: Total:

3 Crane Power Supply

Quantity: 1 UOM: LS Price: Total:

4 Crane Transportation

Quantity: 1 UOM: LS Price: Total:

5 Installation

Quantity: 1 UOM: LS Price: Total:

6 Commissioning

Quantity: 1 UOM: LS Price: Total:

7 Bonds and Insurance

Quantity: 1 UOM: LS Price: Total:

Response Total: \$272,328.84



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas

Purchasing Division – Room 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 23-43, Construction – Overhead Crane

DEADLINE: Tuesday, November 14, 2023 before 2:00 PM, Local Time

PRE-BID MEETING: Thursday, November 2, 2023 at 10:00am, via Zoom

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE & ADVERTISEMENT: 10/22/2023 & 10/29/2023

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

NOTICE TO ALL BIDDERS:

All interested parties can obtain files for this project by going to <http://fayetteville-ar.gov/bids>. Bid documents shall be distributed electronically from the City of Fayetteville Purchasing Division only.

BID PACKAGE INCLUDES THE FOLLOWING FILES WHICH SHALL BE LISTED UNDER "ATTACHMENTS":

FILE #01: BID FORM – 29 Total Pages

*Additional files added as addendums are issued. Addendums will be uploaded and posted to the City's electronic bidding platform.

*PLAN HOLDER LISTINGS: A listing of vendors who have received documents can be found in the City's electronic bidding platform under the project section tab titled 'Plan Holders'.

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

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Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

☒

5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery to the City Purchasing Division.

☒

All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☒

All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☒

All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

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All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the location listed below. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

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Additional Information Required:

- List of Subcontractors: Submit form electronically or attach if submitting a physical bid.
- AR Secretary of State Filing #: 800199219 OR submit electronically.
- Arkansas Contractor License #: 0349560323 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: ☒ YES or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: ☒ YES or NO

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City of Fayetteville
Bid 23-43, Construction – Overhead Crane
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-43, Construction – Overhead Crane

The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the purchase, installation, and commission of one (1) overhead crane. Questions should be addressed to Kenny Fitch, Purchasing Agent at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

A non-mandatory Pre-Bid meeting will be held on **Thursday, November 2, 2023 at 10:00 AM**, local time, via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, November 14, 2023 before 2:00 PM**, local time, utilizing the City's electronic bidding software. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

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

Each bid exceeding \$50,000 shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond for five percent (5%) of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. A one hundred percent (100%) performance and payment bond (inclusive of any contingency, if applicable) is required with the contract awarded. A State of Arkansas Contractor's License is required for all bids exceeding \$50,000 and license shall be valid at the time of bid deadline. Registration with the Arkansas Secretary of State is required for all bids providing services in the state of Arkansas.

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.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

Kenny Fitch
City Purchasing Agent
P: 479.575.8258 Email: kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10.22.2023 & 10.29.2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$458.44

EXECUTION OF BID -

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
 - Required Signature Forms (this form, completed in its entirety)
 - Completed and Signed Bid Bond (as stated in the Bid Form)

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.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder 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(s) 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. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

5. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
6. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
8. Bidder 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.

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

*NAME OF FIRM: DC Sparks Construction, LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name DC Sparks Construction, LLC

*BUSINESS ADDRESS: 8871 Lola Jeane Lane,

*CITY: Rogers

*STATE: AR

*ZIP: 72756

*PHONE: (479) 365-2889

FAX: _____

*E-MAIL: bids@dcsparksconst.com

UNIQUE ENTITY NUMBER: _____

CAGE NUMBER: _____

*TAX ID NUMBER: 273347018

AR CONTRACTORS LICENSE #: 0349560323

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Total Completion Time and Liquidated Damages: Total completion shall be 120 consecutive calendar days from the date established in a written notice to proceed. The bidder must agree also to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Bid 23-43, Construction – Overhead Crane

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
MECHANICAL:	<u>N/A</u>	<u> </u>
PLUMBING:	<u>N/A</u>	<u> </u>
ELECTRICAL:	<u>Dynamis Electric, LLC 3305 SW 14th Street, Bentonville, AR 72712</u>	<u>2%</u>
ROOFING AND SHEET METAL:	<u>N/A</u>	<u> </u>
Other (designate)	<u>N/A</u>	<u> </u>

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$ 12,845.70 (5% of Base Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) Alexus Sparks

*AUTHORIZED SIGNATURE: Alexus Sparks

*TITLE: Estimator

City of Fayetteville
Bid 23-43, Construction – Overhead Crane
References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: DC Sparks Construction, LLC

NUMBER OF YEARS IN BUSINESS: 12 yrs HOW LONG IN PRESENT LOCATION: 3 yrs

TOTAL NUMBER OF CURRENT EMPLOYEES: 13 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 5 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Fayetteville - Fleet Truck Wask

COMPANY NAME

Fayetteville, AR, 72701

CITY, STATE, ZIP

Les McGaugh

CONTACT PERSON

(479) 575-8220

TELEPHONE

April 2021

DATE COMPLETED

lmcgaugh@fayettevillear.gov

E-MAIL ADDRESS

2. City of Centerton - Centerton Fire Department Renovation

COMPANY NAME

Centerton, AR, 72713

CITY, STATE, ZIP

B. Edwards

CONTACT PERSON

(479) 795-2750

TELEPHONE

June 2019

DATE COMPLETED

bedwards@centertonar.us

E-MAIL ADDRESS

3. La Bodega

COMPANY NAME

Springdale, AR, 72770

CITY, STATE, ZIP

Rafael Dominguez

CONTACT PERSON

(314) 484-1649

TELEPHONE

November 2019

DATE COMPLETED

labodegaarllc@gmail.com

E-MAIL ADDRESS

4. City of Rogers - Rogers Water Department Renovation

COMPANY NAME

Rogers, AR, 72756

CITY, STATE, ZIP

Mark Landis

CONTACT PERSON

(479) 936-5418

TELEPHONE

July 2023

DATE COMPLETED

marklandis@rwu.org

E-MAIL ADDRESS

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Division. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. **CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing his or her signature to this bid, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville encourages its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the Contractor based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the

bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

26. **PRICING:**

Pricing shall be submitted in the format as specified in the bid. Bidders are required to submit pricing on entire project as a turn-key price. Bidders are strictly prohibited against submitting bids for partial scope.

27. **NOTICE TO PROCEED:**

- a. After contract award, the Contractor will provide the City with a 100% performance bond and a separate 100% payment bond, as required in the contract. The performance and payment bonds shall include any approved contingency.
- b. Upon the City receiving and accepting the separate 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).
- i. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.
- c. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.
- d. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.
- e. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.

28. **OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.

- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

29. **ATTACHMENTS TO BID DOCUMENTS:** N/A

1. DEFINED TERMS

- a. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- b. Bidder/Vendor - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- c. Purchasing Division - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- d. Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- e. Contractor - the awarded bidder who has executed the contract for this project with the City of Fayetteville.

2. COPIES OF BIDDING DOCUMENTS

- a. Complete sets of Bidding Documents must be used in preparing Bids. City of Fayetteville assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- b. City of Fayetteville, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- a. Bidders are advised that the Drawings and Specifications are on file at City of Fayetteville Purchasing Division and shall constitute all the information which City of Fayetteville shall furnish. No other information given or sounding made by City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on the City of Fayetteville.

Prior to submitting any Bid, Bidders shall: read carefully the specifications, contract, and bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make a compliant bid.

- b. Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the

Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and bonds.

- c. Bidders shall promptly notify owner of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- d. Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site, is based upon information and data furnished to City of Fayetteville by City of Fayetteville's such Underground Facilities or others, and City of Fayetteville does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- e. On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- f. Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- g. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement. Without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents. Bidder has given owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by owner are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4. AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- a. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

5. INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- a. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions

from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the owner not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

- b. Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- c. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- d. Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

6. APPROXIMATE ESTIMATE OF QUANTITIES

- a. The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

7. PRICES

- a. Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- b. Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- c. By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

8. BID FORM

- a. Bids are due as indicated in the Advertisement for Bids.
- b. Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- c. It is the sole responsibility of Bidder to see that the Bid is received on time.

- d. Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if applicable, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- e. No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

9. SIGNATURE ON BIDS

- a. If the Bid is made by an individual, the firm name shall be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member shall be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name shall be given, and the Bid signed by an officer or agent duly authorized. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- b. All names must be typed or printed in black ink below the signature.
- c. The address and telephone number for communications regarding the Bid must be shown.
- d. Powers of attorney, properly certified, for agents and others to sign bids must be in writing and filed with City of Fayetteville.
- e. The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

10. BID SECURITY

- a. A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security shall be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- b. The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

11. PERFORMANCE BOND AND PAYMENT BONDS

- a. Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a separate payment Bond, equal to one hundred percent (100%) of the contract price. This shall include any approved contingency.

- b. Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- c. The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- d. In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds shall not be sufficient.
- e. The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- f. Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.
- g. The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

13. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- a. Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

14. SUBSTITUTE AND "OR EQUAL" ITEMS

- a. Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

15. COMPLIANCE WITH STATE LICENSING LAW

- a. A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$50,000.

16. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- a. To demonstrate qualifications to perform the Work, each Bidder shall be prepared to submit within

five days after bid opening, upon City of Fayetteville's or owner's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas. Bidders shall be registered with the Arkansas Secretary of State.

17. DISQUALIFICATIONS OF BIDDERS

- a. Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- b. More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- c. Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- d. Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- e. Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- f. Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- g. Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

18. OPENING OF BIDS

- a. Bids will be opened and read aloud publicly in a room to be designated by City of Fayetteville the day of the bid opening and shall be livestreamed through the City of Fayetteville's YouTube page. A Bid Tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

19. CONSIDERATION OF BIDS

- a. After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- b. In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- c. City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in

the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

20. RIGHT TO REJECT BIDS

- a. City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- b. City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

21. AWARDING OF CONTRACT

- a. City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

22. SIGNING OF AGREEMENT

- a. When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

23. MATERIALS GUARANTY

- a. Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

24. FAMILIARITY WITH LAWS

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

25. ADDITIONAL LAWS AND REGULATIONS

- a. Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid:
 - i. Americans with Disabilities Act.
 - ii. Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
 - iii. Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

26. CERTIFICATION OF FUNDS

- a. Bidders are required to provide pricing for all line items. Failure to provide pricing on all line items can result in bid rejection.
- b. The City intends to award this contract to the lowest qualified, responsive, responsible bidder based on the total base bid as long as such bid falls within the amount of funds certified for the project, plus 25%.
- c. In the event no bid falls within the amount certified, plus 25%, all bids will be rejected and become confidential.
- d. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five percent (25%) of the certification of funds.

27. RETAINAGE

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as City/Engineer shall determine, or the City of Fayetteville may withhold.
- b. 95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by the City/Engineer, and if the character and progress of the Work have been satisfactory to the City/Engineer, the City may determine that as long as the character and progress of the Work subsequently remain satisfactory, there shall be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion shall be an amount equal to 100% of the Work completed less the aggregate of payments previously made.
- c. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the City of Fayetteville.

28. MOBILIZATION

- a. The amount bid for the item of "Mobilization" shall not exceed 5% of the total bid amount for all items listed, or bid shall be rejected.

29. MISCELLANEOUS

- a. Contractor shall not perform any burning of materials or perform any blasting.
- b. If a dumpster is needed for this project, Contractor shall obtain a dumpster from the City of Fayetteville's Recycling and Trash Division.
- c. Work shall be performed during regular work hours, and Contractor shall not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without the City's written consent.

ALL BIDDERS SHALL COMPLETE THIS SCOPE OF WORK SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS SCOPE OF WORK FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a. ____), bidder shall write a “check mark” or write “yes” indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “no” and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 Unit bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to **minimums**, unless otherwise noted.
- 1.3 Unit shall be installed at the City’s Fleet Operations facility, located at 1525 S. Happy Hollow Road, Fayetteville, AR 72701.
- 1.4 Installation and commissioning shall be provided by manufacturer or certified installer.
- 1.5 Order will be placed following the completion of Fleet Operations facility expansion. Completion of expansion is anticipated February 2024.

2. MANUFATURER/MODEL -

- 2.1 Unit bid must be of the latest standard production model as offered for commercial trade.
- 2.2 Unit bid price shall be valid for the current model year.

3. WARRANTY

- 3.1 The equipment shall be warranted for two (2) years or the manufacturer’s standard warranty, whichever is greater.
- 3.2 Warranty shall include all parts and labor.
- 3.3 Bidder shall be responsible for warranty of entire unit.

4. TECHNICAL SPECIFICATIONS

4.1 General

- a. YES Type: Double Girder
- b. YES Capacity: 50,000lbs

- c. YES Maximum Structure Height: 22'-9 5/8"
- d. YES Span: 20'
- e. YES Runway Length: 50'
- f. YES Duty Group Steel Structure: CMAA C
- g. NO Crane Weight with Hoist: 10,080lbs **7,013lbs.**
- h. YES Static Wheel Load: 25.6 kips
- i. NO Runway Rail Type: 2" x 1 1/2" **#60 ASCE RAIL**
- j. YES Crane Voltage: 3Ph / 460 V / 60Hz, 115 V Control

4.2 Hoist:

- a. YES Wire Rope Hoist
- b. NO Lifting Height: 17'-1 5/16" **18'-5"**
- c. YES Hoist Capacity: 50,000lbs
- d. YES Hoist Duty Group: ISO M5
- e. YES Double Girder Trolley
- f. YES True Lift Reeving
- g. YES Two Speed

4.3 Controls:

- a. YES Radio Remote Controls
- b. YES Wired Pendant Controls

4.4 Features:

- a. YES Overload Protection Device
- b. YES Carburized and ground gearing (AGMA 11)
- c. TBD 40:1 Rope to Drum ratio
- d. YES Ergonomic Hook Design with Safety Latch
- e. YES Thermal Protection on Hoisting Device
- f. YES Mainline Contactor
- g. YES Rope Guides to prevent wire rope overlap
- h. YES Squirrel Cage Motors with DC Disk Brakes
- i. YES 4 Step Geared Upper Limit Switch
- j. YES Lifetime Adjustment on Hoist Brake
- k. YES Under Voltage and Over Current Protection

4.5 Training:

- a. YES Full On-Site Manufacturer Safety and Operations Course for all Fleet staff

5. STANDARDS

Each unit shall meet or exceed the following applicable standards:

- a. YES Environmental Protection Agency's Exhaust Emission Standards (EPA).
- b. YES Occupational Safety and Health Administration Standards (OSHA).

6. DELIVERY/DOCUMENTATION

Delivery shall include the following documents as a minimum:

- a. YES Dealer invoice
- b. YES A list of all required service filters with part numbers. **NONE.**
- c. YES A list of all required service fluids and lubricants with part numbers and generic specifications.

7. MANUALS

7.1 The successful bidder agrees to furnish one (1) set each of the following list of manuals:

- a. YES Operator's Manual (1 file copy **plus** one (1) copy for each machine purchased)
- b. YES Shop Maintenance Repair Manuals (Paper or digital format)
- c. YES Parts (OEM) Manual (Paper or digital format)
- d. YES Current copies of parts and service manuals previously provided by vendor will satisfy this requirement.

7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville Fleet Operations Division.

8. SUPPORT SERVICES

- a. YES/NO Repair Parts inventory – a stock of standard repair parts for units bid shall be available for immediate delivery to the City from the bidder's service inventory. A full stock of all repair parts shall be available for shipment within 24 hours of parts request. Parts inventory availability will be considered in the purchase decision. **Some parts may be a longer shipment time.**
- b. YES/NO Maintenance Service - Fully trained maintenance personnel shall be available for service within twenty-four (24) hours of repair requests. This shall include warranty service. Availability of maintenance personnel will be considered in the purchasing decision. ~~If warranty repairs take more than three (3) days, the City of Fayetteville rental charges may be assessed to the Dealer.~~
- c. NO Local servicing Dealers previous performance will be used in the determination of their ability to adequately support parts & service required for the unit(s).

Service team of 5 located in Little Rock and in NE AR who are available for service 24/7.



Bid Bond

CONTRACTOR:

(Name, legal status and address)

DC Sparks Construction, LLC

8871 Lola Jeane Lane
Rogers, AR 72756

OWNER:

(Name, legal status and address)

City of Fayetteville, AR

113 W. Mountain Street
Fayetteville, AR 72701

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

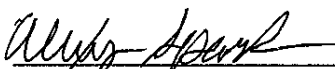
Bid 23-43, Construction – Overhead Crane

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November, 2023.


(Witness) Alexus Sparks

DC Sparks Construction, LLC

(Contractor as Principal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Title) Timothy A. Mikolajewski, Assistant Secretary


(Witness) Kiana M. Pumpfrey



BID-0021016

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20862e 02/21



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: DC Sparks Construction, LLC

Agency Name: ROGERS INSURANCE AGENCY INC

Bond Number: BID-0021016

Obligee: City of Fayetteville, AR

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 13th day of November, 2023.



By:

Renee C. Llewellyn, Assistant Secretary



8871 Lola Jeane Lane • Rogers, AR 72756 • Phone: 479-365-2889

Fleet Shop Overhead Crane
Job Address:
1525 S. Happy Hollow Rd.,
fay, AR 72701

Print Date: 11-14-2023

DC Sparks Proposal

Scope of Work / Breakdown of Quote

Thank you for allowing DC Sparks Construction, LLC the opportunity to bid this project for you. Based on the Project specifications dated 10/22/2023, DC Sparks Construction, LLC has put together a proposal with a breakdown of work included.

The project is priced based on the specs unless otherwise noted in below breakdown.

- * Submittal Log and Submittals for all materials for approval by owner or owners rep.
- * Project Schedule showing completion of project. (Gantt Chart)
- * Surveying is excluded besides general layout required for construction.
- * All permits are excluded that are required by local governments.
- * Worker's Comp. and General Liability policies will be provided for this project.
- * 1 year material and workmanship warranty is included.
- * Any items not listed in the description below will be change order to the owner.
- * Exclusions: Permit. Waste Removal to be supplied by owner.
- * Project duration: 120 DAYS per Specifications. Crane 14 to 16 week lead time for shipment.

01-0000 - GENERAL REQUIREMENTS

01-0000 - GENERAL REQUIREMENTS Total: \$33,328.84

11-0000 - EQUIPMENT

Items	Description
11-2000 - Commercial Equipment	- 50,000lb Double Girder Overhead Bridge Crane - 2 to 3 weeks for approval drawings after receipt of order and down payment - 14 to 16 weeks for shipment after receipt of drawing approval

11-0000 - EQUIPMENT Total: \$233,000.00

26-0000 - ELECTRICAL

26-0000 - ELECTRICAL Total: \$6,000.00

Total Price: \$272,328.84

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



Bid Bond

CONTRACTOR:

(Name, legal status and address)

DC Sparks Construction, LLC

8871 Lola Jeane Lane
Rogers, AR 72756

OWNER:

(Name, legal status and address)

City of Fayetteville, AR

113 W. Mountain Street
Fayetteville, AR 72701

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

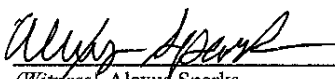
Bid 23-43, Construction – Overhead Crane

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

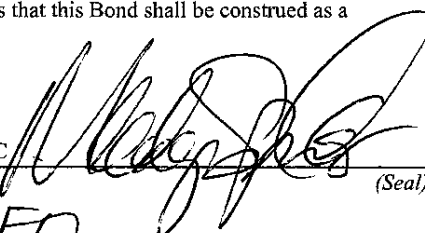
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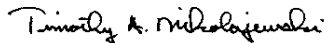
Signed and sealed this 13th day of November, 2023.


(Witness) Alexus Sparks

DC Sparks Construction, LLC
(Contractor as Principal)


(Title)

The Ohio Casualty Insurance Company
(Surety)


(Title) Timothy A. Mikolajewski, Assistant Secretary


(Witness) Kiana M. Pumpfrey



BID-0021016

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20862e 02/21



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: DC Sparks Construction, LLC

Agency Name: ROGERS INSURANCE AGENCY INC

Bond Number: BID-0021016

Obligee: City of Fayetteville, AR

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

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IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 13th day of November, 2023.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE:
SUBJECT: **Afterglow Aircraft Solutions Paint Facility lease agreement**

RECOMMENDATION:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a corporate hangar lease agreement between the City of Fayetteville and Afterglow Aircraft Solutions.

BACKGROUND:

The corporate hangar is located at 4158 S School Ave, Fayetteville, AR 72701. It is currently occupied by Afterglow Aircraft Solutions.

DISCUSSION:

Afterglow Aircraft Solutions would like to continue to lease corporate hangar space to use as a paint facility for aircraft restoration.

BUDGET/STAFF IMPACT:

This lease will provide \$10,812 in revenue annually to the airport.

ATTACHMENTS: SRF (#3), Afterglow Paint Facility Signed Lease (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1680

Afterglow Aircraft Solutions Paint Facility lease agreement

A RESOLUTION TO APPROVE A FIVE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC. D/B/A AFTERGLOW AIRCRAFT SOLUTIONS FOR THE AIRPORT HANGAR AT 4158 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$901.00 PER MONTH

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 five year lease agreement with Exclusive Flight, LLC d/b/a Afterglow Aircraft Solutions a copy of which is attached to this Resolution and made a part hereof, for the airport hangar at 4158 South School Avenue for rent in the amount of \$901.00 per month.

City of Fayetteville Staff Review Form

2024-1680

Item ID

2/6/2024

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

Jared Rabren

1/17/2024

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a corporate lease agreement between the City of Fayetteville and Exclusive Flight, LLC dba Afterglow Aircraft Solutions located at 4158 S School Ave for use as a paint facility. This is a five year lease agreement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Exclusive Flight, LLC dba Afterglow Aircraft Solutions Paint Facility
LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2024, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and Exclusive Flight, LLC d/b/a Afterglow Aircraft Solutions c/o Jonathan Rose, PO Box 393, Greenland, AR 72737, 479-234-1226, hereinafter called "Afterglow Aircraft Solutions"

WHEREAS, City is the owner of an airport known as the Fayetteville Executive Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of an aircraft hangar at the Airport; and

WHEREAS, Afterglow Aircraft Solutions desires to lease said corporate aircraft hangar.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to Afterglow Aircraft Solutions, and Afterglow Aircraft Solutions leases from City, the corporate aircraft hangar located at **4158 S. School Ave., Fayetteville, Arkansas**, as reflected on "Exhibit A" attached hereto and made a part hereof.
2. Afterglow Aircraft Solutions is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.
3. Afterglow Aircraft Solutions shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Afterglow Aircraft Solutions, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Afterglow Aircraft Solutions.
4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for Five (5) year(s) commencing on the _____ day of _____, 2024, and ending on the _____ day of _____, 2029.

This Lease Agreement may be terminated by either party with a thirty (30) day written notice.

5. Rent: Afterglow Aircraft Solutions agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: Nine hundred and one dollars and no cents (\$901.00)

There will be a two percent increase per year upon renewal of this Lease Agreement going forward.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Afterglow Aircraft Solutions. Afterglow Aircraft Solutions shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Afterglow Aircraft Solutions shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: Afterglow Aircraft Solutions shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Afterglow Aircraft Solutions without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Afterglow Aircraft Solutions, or Afterglow Aircraft Solutions 's agents or invites, upon notice from Afterglow Aircraft Solutions, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. Afterglow Aircraft Solutions shall not make any alterations to the controls of the hangar doors.

10. Afterglow Aircraft Solutions agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be

consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Afterglow Aircraft Solutions aircraft at the Airport.

“The Minimum Standards for Fayetteville Executive Airport, Drake Field” herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Afterglow Aircraft Solutions agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Afterglow Aircraft Solutions agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Afterglow Aircraft Solutions further agrees not to store any flammable material outside of an approved storage container on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City’s standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Afterglow Aircraft Solutions shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City’s written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Afterglow Aircraft Solutions is responsible or legally liable, Afterglow Aircraft Solutions shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney’s fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Afterglow Aircraft Solutions, Afterglow Aircraft Solutions agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of the Afterglow Aircraft Solutions, said premises shall be repaired with due diligence by City at City’s expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City’s own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. Afterglow Aircraft Solutions shall maintain in force during the Term and any extended term

public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Afterglow Aircraft Solutions shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. Afterglow Aircraft Solutions agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Afterglow Aircraft Solutions s use or occupancy of the lease premises; provided, however, that Afterglow Aircraft Solutions shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. Afterglow Aircraft Solutions agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. Afterglow Aircraft Solutions shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Afterglow Aircraft Solutions's creditors or otherwise by operation of law shall not be effective to transfer or assign Afterglow Aircraft Solutions's interest under this Agreement unless the Airport

shall have first consented thereto in writing. Neither Afterglow Aircraft Solutions's interest in this Agreement, not any estate created hereby in Afterglow Aircraft Solutions nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Afterglow Aircraft Solutions are transferred, or if any partnership interests of Afterglow Aircraft Solutions are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Afterglow Aircraft Solutions, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Afterglow Aircraft Solutions shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease Afterglow Aircraft Solutions's right to use the demised premises shall cease, and Afterglow Aircraft Solutions shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Afterglow Aircraft Solutions in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of Afterglow Aircraft Solutions. Afterglow Aircraft Solutions shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Afterglow Aircraft Solutions's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Afterglow Aircraft Solutions prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the premises leased to Afterglow Aircraft Solutions at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Afterglow Aircraft Solutions's obligations hereunder.

20. Afterglow Aircraft Solutions shall maintain the demised premises in a clean and orderly fashion at all times. Afterglow Aircraft Solutions shall be responsible for the upkeep and mowing of the leased property.

21. Afterglow Aircraft Solutions shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. Afterglow Aircraft Solutions agrees that habitation of the hangar building as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

City of Fayetteville

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: 479-718-7642

**Exclusive Flight, LLC dba
Afterglow Aircraft Solutions**

c/o Jonathan Rose
PO Box 393
Greenland, Arkansas 72737
Phone: 479-234-1226

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS:

By: _____
Lioneld Jordan, Mayor

ATTEST:

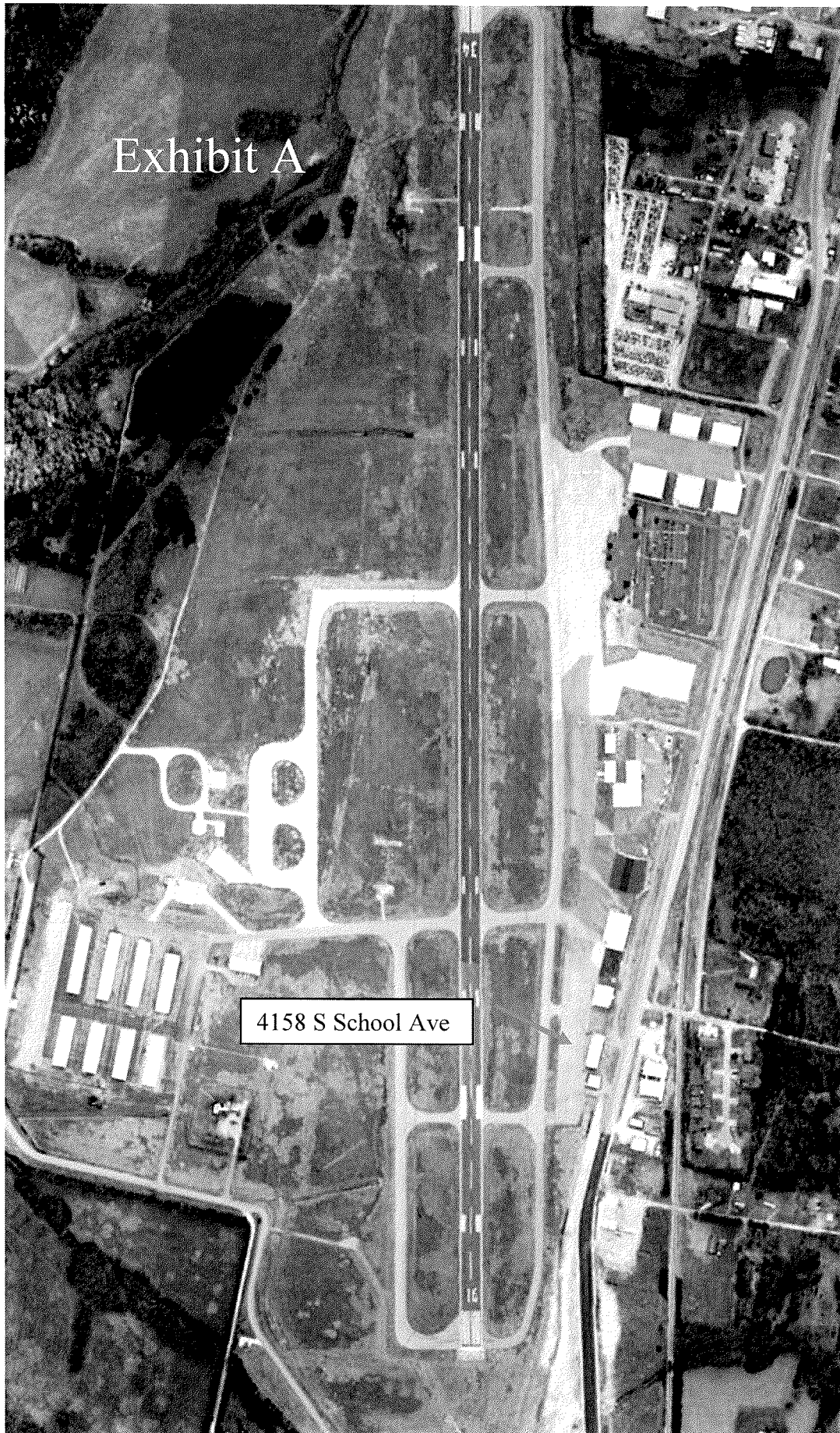
By: _____
Kara Paxton, City Clerk Treasurer

**EXCLUSIVE FLIGHT, LLC DBA
AFTERGLOW AIRCRAFT SOLUTIONS**

By: _____

Title Owner

Exhibit A





MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE:
SUBJECT: Exclusive Flights, LLC d/b/a Afterglow Aircraft Solutions Corporate Hangar lease

RECOMMENDATION:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a corporate hangar lease between the City of Fayetteville and Exclusive Flight, LLC d/b/a Afterglow Aircraft Solutions.

BACKGROUND:

The lease agreement is for 4580 S School Ave, Fayetteville, AR 72701. It is currently occupied by Afterglow Aircraft Solutions.

DISCUSSION:

Afterglow Aircraft Solutions would like to continue to lease the corporate hangar space to provide aircraft revitalization and detailing services.

BUDGET/STAFF IMPACT:

This lease will provide \$31,701.24 in revenue annually to the airport.

ATTACHMENTS: SRF (#3), Afterglow Corp Hangar Signed (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1679

Exclusive Flights, LLC d/b/a Afterglow Aircraft Solutions Corporate Hangar lease

A RESOLUTION TO APPROVE A FIVE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC. D/B/A AFTERGLOW AIRCRAFT SOLUTIONS FOR THE AIRPORT HANGAR AT 4580 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$2,641.77 PER MONTH

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 five year lease agreement with Exclusive Flight, LLC d/b/a Afterglow Aircraft Solutions a copy of which is attached to this Resolution and made a part hereof, for the airport hangar at 4580 South School Avenue for rent in the amount of \$2,641.77 per month.

City of Fayetteville Staff Review Form

2024-1679

Item ID

2/6/2024

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

Jared Rabren

1/17/2024

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a corporate lease agreement between the City of Fayetteville and Exclusive Flight, LLC dba Afterglow Aircraft Solutions located at 4580 S School Ave. This is a five year lease agreement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Exclusive Flight, LLC dba Afterglow Aircraft Solutions Corporate Hangar

LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2024, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and Exclusive Flight, LLC d/b/a Afterglow Aircraft Solutions, C/O Jonathan Rose, PO Box 393 Greenland, AR 72737, 479-234-1226, hereinafter called "Afterglow Aircraft Solutions"

WHEREAS, City is the owner of an airport known as the Fayetteville Executive Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of an aircraft hangar at the Airport; and

WHEREAS, Afterglow Aircraft Solutions desires to lease said corporate aircraft hangar.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to Afterglow Aircraft Solutions, and Afterglow Aircraft Solutions leases from City, the corporate aircraft hangar located at **4580 S. School Ave., Fayetteville, Arkansas**, as reflected on "Exhibit A" attached hereto and made a part hereof.

2. Afterglow Aircraft Solutions is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. Afterglow Aircraft Solutions shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Afterglow Aircraft Solutions, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Afterglow Aircraft Solutions.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for Five (5) year(s) commencing on the _____ day of _____, 2024, and ending on the _____ day of _____ 2029.

This Lease Agreement may be terminated by either party with a thirty (30) day written notice.

5. Rent: Afterglow Aircraft Solutions agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: Two Thousand Six Hundred Forty-One Dollars and Seventy-Seven Cents (\$2641.77) per month.

There will be a two percent increase per year upon renewal of this Lease Agreement going forward.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Afterglow Aircraft Solutions. Afterglow Aircraft Solutions shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Afterglow Aircraft Solutions shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: Afterglow Aircraft Solutions shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Afterglow Aircraft Solutions without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Afterglow Aircraft Solutions, or Afterglow Aircraft Solutions 's agents or invites, upon notice from Afterglow Aircraft Solutions, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. Afterglow Aircraft Solutions shall not make any alterations to the controls of the hangar doors.

10. Afterglow Aircraft Solutions agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be

consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Afterglow Aircraft Solutions's aircraft at the Airport.

“The Minimum Standards for Fayetteville Executive Airport, Drake Field” herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Afterglow Aircraft Solutions agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Afterglow Aircraft Solutions agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Afterglow Aircraft Solutions further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Afterglow Aircraft Solutions shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Afterglow Aircraft Solutions is responsible or legally liable, Afterglow Aircraft Solutions shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Afterglow Aircraft Solutions, Afterglow Aircraft Solutions agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of the Afterglow Aircraft Solutions, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. Afterglow Aircraft Solutions shall maintain in force during the Term and any extended term

public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Afterglow Aircraft Solutions shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. Afterglow Aircraft Solutions agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Afterglow Aircraft Solutions s use or occupancy of the lease premises; provided, however, that Afterglow Aircraft Solutions shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. Afterglow Aircraft Solutions agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. Afterglow Aircraft Solutions shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Afterglow Aircraft Solutions's creditors or otherwise by operation of law shall not be effective to transfer or assign Afterglow Aircraft Solutions's interest under this Agreement unless the Airport

shall have first consented thereto in writing. Neither Afterglow Aircraft Solutions's interest in this Agreement, not any estate created hereby in Afterglow Aircraft Solutions nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Afterglow Aircraft Solutions are transferred, or if any partnership interests of Afterglow Aircraft Solutions are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Afterglow Aircraft Solutions, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Afterglow Aircraft Solutions shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease Afterglow Aircraft Solutions's right to use the demised premises shall cease, and Afterglow Aircraft Solutions shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Afterglow Aircraft Solutions in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of Afterglow Aircraft Solutions. Afterglow Aircraft Solutions shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Afterglow Aircraft Solutions's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Afterglow Aircraft Solutions prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the premises leased to Afterglow Aircraft Solutions at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Afterglow Aircraft Solutions's obligations hereunder.

20. Afterglow Aircraft Solutions shall maintain the demised premises in a clean and orderly fashion at all times. Afterglow Aircraft Solutions shall be responsible for the upkeep and mowing of the leased property.

21. Afterglow Aircraft Solutions shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. Afterglow Aircraft Solutions agrees that habitation of the hangar building as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: (479) 718-7642

**Exclusive Flight, LLC dba
Afterglow Aircraft Solutions**
c/o Jonathan Rose
PO Box 393
Greenland, Arkansas 72737
Phone: (479) 234-1226

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS:

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer

**EXCLUSIVE FLIGHT, LLC DBA
AFTERGLOW AIRCRAFT SOLUTIONS.**

By: _____

Title

Exhibit A

4580 S School Ave





MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
DATE:
SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Diamond Waste to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Diamond Waste for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

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

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

In accordance with this City Code, Diamond Waste has submitted a request for contract to haul solid waste within the city limits of Fayetteville.

There are currently 15 approved franchise haulers operating in the city of Fayetteville. Attached is a list of these haulers and the materials they are approved to haul.

DISCUSSION:

The hauling contract will permit Diamond Waste to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 20 cubic yards or greater, or roll-off style compactors with capacities of 20 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Diamond Waste to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

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

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3), 2023 Haul and Disposal Agreement - Diamond Waste Full Package (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1591

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Diamond Waste to haul and dispose of solid waste in the City of Fayetteville

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND DIAMOND WASTE, LLC. TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY

WHEREAS, in accordance with City Code, Diamond Waste has submitted a request for contract to haul solid waste within the city limits of Fayetteville; and

WHEREAS, this agreement requires Diamond Waste to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services; and

WHEREAS, the term of the agreement will be two years with automatic renewals for two additional 2-year terms.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement with Diamond Waste to haul and dispose of solid waste within the City for two years with automatic renewals for two additional 2-year terms.

City of Fayetteville Staff Review Form

2023-1591

Item ID

2/6/2024

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

Daryl Brigman

12/29/2023

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Diamond Waste to haul and dispose of solid waste in the City of Fayetteville

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville Staff Review Form

2023-1591

Item ID

2/6/2024

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

Daryl Brigman

12/29/2023

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Diamond Waste to haul and dispose of solid waste in the City of Fayetteville

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF FEBRUARY 6, 2024

TO: Mayor and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst – Recycling and Trash Collections

DATE: December 29, 2023

SUBJECT: A resolution to approve an agreement between the City of Fayetteville, Arkansas and Diamond Waste to haul and dispose of solid waste in the City of Fayetteville

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Diamond Waste for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

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

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

In accordance with this City Code, Diamond Waste has submitted a request for contract to haul solid waste within the city limits of Fayetteville.

There are currently 15 approved franchise haulers operating in the city of Fayetteville. Attached is a list of these haulers and the materials they are approved to haul.

DISCUSSION:

The hauling contract will permit Diamond Waste to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 20 cubic yards or greater, or roll-off style compactors with capacities of 20 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Diamond Waste to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

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

BUDGET/STAFF IMPACT:

None

Attachments:

Franchise Haulers

Diamond Waste to Haul and Dispose of Solid
Waste in the City of Fayetteville

City of Fayetteville Franchise Haulers

Business	DBA	City	Contact	Address	Status	Expires	Activity	No
Allied Waste Services	Republic	Bella Vista, AR	Jennifer Fagan	36 Bella Vista Way Bella Vista, AR 72714	Approved 12/3/19	12/3/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	1
Central Arkansas Recycling & Disposal	CARDS	Little Rock, AR	Jason Fitzgerald	4208 Johnson Rd Springdale, AR 72762	Approved 7/17/18	7/17/2024	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	2
Eco Vista Waste Management	Waste Management	Tontitown, AR	George Wheatley	1041 Arbor Acres Ave. Springdale, AR 72762	Approved 9/17/19	9/17/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	3
Marck Recycling		Rogers, AR	Kent Longley	715 Main Street Cassville, MO 65625	Approved 10/2/18	10/2/2024	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	4
Ozark Compost & Swap, LLC		Fayetteville, AR	Ricky Ludeman	5213 S. 60th Place Rogers, AR 72758	Approved 9/7/21	9/7/2024	Organic waste and recyclables hauling and composting within the city limits of Fayetteville.	5
Ozark Dumpster Service, LLC		Springdale, AR	Brandon Hollenbeck	PO Box 895 Springdale, AR 72765	Approved 12/3/19	12/3/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	6
Rubbish Removal and Roll-Off Rentals, LLC	Arkansas Waste Solutions	Winslow, AR	Brent Wells	10040 Devils Den Rd Winslow, AR 72959	Approved 9/7/21	9/7/2027	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	7
Windstar Investments LLC	Thunder Struck	Rogers, AR	Gene Housley	PO Box 68 Lowell, AR 72745	Approved 10/2/18	10/2/2024	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	8
On Point Dumpster Rental NWA, LLC		Rogers, AR	Ryan Truesdale/Jeff Woodcock	8004 West Elsworth Street Rogers, AR 72758	Approved 7/19/22	7/19/2028	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	9
SPO Networks, Inc	SPO Recycling	Lowell, AR	Tom Smith/Moira MacLeod	715 Main Street Cassville, MO 65625	Approved 7/19/22	7/19/2028	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	10
EZest Solutionz LLC	Dumpster Dudez of Northwest Arkansas	Fayetteville, AR	Phil Ezell	9338 W Forest Hills Dr. Fayetteville, AR 72704	Approved 9/20/22	9/20/2028	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	11
Food Recycling Solutions, LLC		Rogers Ar.	Richard Ims	13935 Pyramid Drive Rogers, AR 72758	Approved 10/4/19	10/4/2028	Organic waste and recyclables hauling and composting within the city limits of Fayetteville.	12
Hogeye Mfg. Co. Inc	Hogbox	Fayetteville Ar.	Lori Devecery	2900 South City Lake Road Fayetteville, AR 72701	Approved 9/17/19	9/17/2025	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	13
Lakeshore Recycling Services	Inland Waste Solutions & Orion Waste Solutions	Bethel Heights, AR	Kevin Gardner	36 848 Highway 264 E Bethel Heights, AR 72764	Approved 11/07/23	11/7/2029	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	14
Outbound Waste LLC		Bentonville, AR	Kade Fields	1302 NE 10th St Bentonville, AR 72712	Approved 11/07/23	11/7/2029	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	15
Hamilton Alliance, Inc		Cicero, IN	Ana Farrah	PO Box 797 Cicero IN 46034	Approved 11/07/23	11/7/2029	Hauling and disposal of solid waste and recyclable material within the city limits of Fayetteville.	16

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

This Agreement (the "Agreement"), is entered into on this day of 2023, between the **City of Fayetteville, Arkansas**, a municipal corporation (the "City"), and Ramon & Lusk (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.
2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.
3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twenty (20) cubic yards or greater, or roll-off style compactor containers with capacities of twenty (20) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.
4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.
5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.
6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor

generated report, on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) Hauler's worksheet calculating the fees remitted; (ii) a list of payments received from customers within the City; (iii) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (iv) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."
8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." This information will only be reviewed by City financial staff, and will not be made available to City solid waste staff.
9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction

determines that said requested information is disclosable or otherwise is not exempt from disclosure under the Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.
11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.
12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.
13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.
14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.
15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.
16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.
17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.
18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be Brandon R. [Signature]. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

- a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.
- b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.
- c) City will be added as an additional insured on General Liability and Auto Liability policies.
- d) The types of coverage and limits of liability of all insurance required herein shall be as follows:

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

21. Termination:

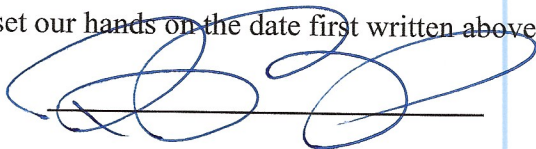
- a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such

- breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.
- b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.
- c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.
22. All notices required or permitted under this contract shall be submitted in writing to the other party of this contract by electronic mail, return receipt requested, and by U.S. Mail, which notice shall be effective three (3) days after deposit therein addressed to the following:
- City of Fayetteville
Environmental Director
113 West Mountain Street
Fayetteville, AR 72701
- Diamond Waste Services LLC.
Attn: Brandon Ridd
705 S.W. Greenworld St.
Bentonville, AR 72712*
23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.
24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.
25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.
26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.
27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.
28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.
30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

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

CITY OF FAYETTEVILLE



By: _____
LIONELD JORDAN, Mayor

By: Brandon Rupp
NAME, Title Owner

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk/Treasurer

By: Jahe. P. Dixon



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Ross Jackson, Jr., Fleet Operations Superintendent
FROM: Peter Nierengarten, Environmental Director
DATE:
SUBJECT: Fleet Re-Fueling Island Canopy Replacement

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$49,341 for the construction, repair and replacement of the fleet fuel canopy at the Happy Hollow Complex

BACKGROUND:

On April 23, 2022, a Recycling and Trash Collections driver damaged the fleet fuel canopy at the Happy Hollow Complex. The damage rendered the canopy unsafe necessitating its removal.

DISCUSSION:

The Fleet Division is moving forward with an upgrade to the Happy Hollow Complex electronic fuel tracking, inventory and processing system. The canopy needs to be reinstalled to safeguard this new equipment. Additionally, the canopy will provide employee protection from the elements while refueling their equipment.

BUDGET/STAFF IMPACT:

Replacement of this canopy was not included in the 2024 Recycling and Trash Collections budget, therefore a budget adjustment is necessary.

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



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1658

Fleet Re-Fueling Island Canopy Replacement

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$49,341.00 FOR THE CONSTRUCTION, REPAIR AND REPLACEMENT OF THE FLEET FUEL CANOPY AT THE HAPPY HOLLOW COMPLEX

WHEREAS, on April 23, 2022 a Recycling and Trash Collections driver damaged the fleet fuel canopy at the Happy Hollow Complex rendering the canopy unsafe necessitating its removal; and

WHEREAS, the Fleet Division is moving forward with an upgrade to the Happy Hollow Complex electronic fuel tracking, inventory and processing system and the canopy needs to be reinstalled to safeguard this new equipment; and

WHEREAS, the canopy will also provide employees with protection from the elements while refueling their equipment.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$49,341.00, a copy of which is attached to this Resolution, for the construction, repair and replacement of the Fleet Fuel Canopy at the Happy Hollow Complex.

City of Fayetteville Staff Review Form

2024-1658

Item ID

2/6/2024

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

Peter Nierengarten

1/10/2024

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$49,341 for the construction, repair and replacement of the fleet fuel canopy at the Happy Hollow Complex

Budget Impact:

5500.750.5000-5801.00

Fixed Assets

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 49,341.00

Remaining Budget

\$ 49,341.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	RECYCLING/TRASH COLLECTION (750)	
	Requestor: Daryl Brigman	

Approval of a budget adjustment in the amount of \$49,341 for the construction, repair and replacement of the fleet fuel canopy at the Happy Hollow Complex

	COUNCIL DATE:	2/6/2023
	ITEM ID#:	2024-1658
	Holly Black	
	1/12/2024 9:07 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	

[illegible]



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Brian Pugh, Waste Reduction Coordinator
DATE:
SUBJECT: **Approve purchase of a Marathon Galaxy 2R baler from Waste Recycle Equipment in the amount of \$664,174 for baler replacement with the recycling program**

RECOMMENDATION:

Approve purchase of a Marathon Galaxy 2R baler from Waste Recycle Equipment in the amount of \$664,174 for baler replacement with the recycling program

BACKGROUND:

Fayetteville's recycling program uses a recycling baler to compact and process recyclable materials for sale into recycling markets. Bales of materials are the most common way to move recycling materials to markets to be made into new products. The current baler is no longer functional and cannot be feasibly repaired. The existing baler was purchased in 2008 and has baled over 100,000 bales.

DISCUSSION:

The Recycling and Trash Collection Division has planned for replacement of the existing baler within the Master Plan Expansion project for the Division. Staff has worked with Hawkins-Weir and Kessler Consulting under the Recycling and Trash Facility Improvements project to identify a baler that would minimize changes to the footprint of the recycling center and to make it easier for replacement. The new baler will be purchased using Sourcewell contract #040621-MEC. In addition to the recycling baler, a conveyor system to feed materials into the baler is also being purchased as the current conveyor system is worn and in need of replacement as well.

BUDGET/STAFF IMPACT:

Purchase of the baler will be made with Project 18016.1 – RTC – Master Plan Expansion, 5500.750.5080-5802.00. Sourcewell Contract pricing – Contract #040621-MEC

ATTACHMENTS: SRF (#3), Quote - City of Fayetteville (#4), 282-21 Res - Hawkins Weir (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1666

Approve purchase of a Marathon Galaxy 2R baler from Waste Recycle Equipment in the amount of \$664,174 for baler replacement with the recycling program

A RESOLUTION TO APPROVE THE PURCHASE OF A MARATHON GALAXY BALER FROM WASTE RECYCLE EQUIPMENT SALES, LLC. IN THE AMOUNT OF \$664,174.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, Fayetteville's recycling program uses a recycling baler to compact and process recyclable materials for sale in recycling markets; and

WHEREAS, the current baler, which was purchased in 2008, has baled over 100,000 bales, is no longer functional, and cannot be feasibly repaired.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Marathon Galaxy 2R Baler from Waste Recycle Equipment Sales, LLC for the amount of \$664,174.00, pursuant to a Sourcewell cooperative purchasing contract

City of Fayetteville Staff Review Form

2024-1666

Item ID

2/6/2024

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

Brian Pugh

1/11/2024

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve Purchase of a Marathon Galaxy 2R baler from Waste Recycle Equipment in the amount of \$664,174 for baler replacement with the recycling program

Budget Impact:

5500.750.5080-5802.00

Recycling and Trash Collections

Account Number

Fund

18016.1

RTC Master Plan Expansion

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,869,782.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,869,782.00

Does item have a direct cost? Yes

Item Cost

\$ 664,174.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,205,608.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Waste Recycle Equipment Sales, LLC

715 Main Street
Cassville, MO 65625



Quote

DATE: December 21, 2023
Quote
FOR: Fayetteville

Bill To:

Brian Pugh
City of Fayetteville
1560 S. Happy Hollow Road
Fayetteville, AR 72701
479-575-8398

Ship To:

City of Fayetteville
1560 S. Happy Hollow Road
Fayetteville, AR 72701

DESCRIPTION	AMOUNT
Quote to supply (1) New Marathon Galaxy 2R 190-70 75hp Two Ram Auto Tie Baler.	\$436,532.00
In-Ground Pit Conveyor, Model CB-1-60-9-11-15-BG-C-35-7.5	\$95,547.00
Galaxy Pro Remote Diagnostics System (Optional)	\$3,540.00
Upper Photo Cell (Optional)	\$1,629.00
Tongue and Groove Floor (Optional)	\$6,955.00
Externally Adjustable Shear Blades (Optional)	\$11,675.00
Conveyor Pit Cover Plates	\$4,375.00
Hopper Extension	\$3,965.00
VFD 10HP	\$3,595.00
Oil Heater System	\$4,005.00
Estimated Freight	\$10,150.00
Material Surcharge from Manufacture	\$55,706.00
Installation	\$26,500.00
Installation price does not include removal of the existing baler and conveyor. This will be done on time and material basis.	
This Price does not include applicable taxes, inspection fees, permits, certifications, engineering or seismic engineering/modifications. Any changes required by inspectors or to meet local, state or national codes or requirements will be the responsibility of the end user Lead time for this compactor is 24-26 weeks after receiving signed PO	
Terms for business. Net 30 days after delivery. Quote is based on Sourcewell Pricing. Contract #040621-MEC	
Signature required for Approval: _____ Date: _____	
TOTAL	\$664,174.00

Make all checks payable to Waste Recycle Equipment Sales, LLC.

If you have any questions concerning this invoice, contact James Popanz, (417) 846-3298, james@wrequip.com

THANK YOU FOR YOUR BUSINESS!



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

Resolution: 282-21

File Number: 2021-0849

HAWKINS-WEIR ENGINEERS, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$197,000.00 FOR DESIGN AND BIDDING SERVICES FOR RECYCLING AND TRASH FACILITY IMPROVEMENTS, 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 a professional engineering services agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$197,000.00 for design and bidding services for Recycling and Trash Facility improvements.

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

PASSED and APPROVED on 11/16/2021

Approved:

A blue ink signature of Lioneld Jordan, Mayor, written over a horizontal line.

Lioneld Jordan, Mayor

Attest:

A blue ink signature of Kara Paxton, City Clerk Treasurer, written over a horizontal line.

Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0849

Agenda Date: 11/16/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A.6

HAWKINS-WEIR ENGINEERS, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$197,000.00 FOR DESIGN AND BIDDING SERVICES FOR RECYCLING AND TRASH FACILITY IMPROVEMENTS, 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 a professional engineering services agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$197,000.00 for design and bidding services for Recycling and Trash Facility improvements.

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

City of Fayetteville Staff Review Form

2021-0849

Legistar File ID

11/16/2021

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

Peter Nierengarten

10/29/2021

SUSTAINABILITY/RESILIENCE (631)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with Hawkins-Weir Engineers Inc. for design and bidding services for Recycling and Trash Facility Improvements and approval of a budget adjustment to consolidate RTC projects.

Budget Impact:

5500.750.5080-5860.02

Recycling & Trash Collections

Account Number

Fund

18016.2101

RTC Facility Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 817,000.00

Funds Obligated \$ -

Current Balance \$ 817,000.00

Does item have a cost? Yes

Item Cost \$ 197,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 117,220.00

Remaining Budget \$ 737,220.00

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 16, 2021

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

DATE: October 29, 2021

SUBJECT: **Contract with Hawkins-Weir Engineers Inc. for design and bidding services for Recycling and Trash Facility Improvements**

RECOMMENDATION:

Staff recommends approval of a contract with Hawkins-Weir Engineers Inc. for design and bidding services for Recycling and Trash Facility improvements and approval of a budget adjustment to consolidate RTC projects.

BACKGROUND:

The City of Fayetteville operates a solid waste transfer station and recycling processing facility located at 1560 S. Happy Hollow Rd. The facilities are used to receive and process solid waste and recyclables that are collected from residents and businesses in Fayetteville. Solid Waste is deposited from residential, commercial and roll-off trucks to the transfer station floor where it is pushed and packed into open top transport trucks for hauling to the Tontitown Landfill. Recyclables from recycle trucks and multi-family recycling containers are deposited in the recycling processing facility where they are bailed for sale to remanufacturers.

DISCUSSION:

Normal wear and tear on the facilities along with growth in the amount of material received over the past several years has necessitated several improvements. The scope of work outlined in the contract with Hawkins-Weir Engineers Inc. includes the development of plans, designs and construction details for the following elements:

- Design for the repair of the transfer station floor – Replacement of the concrete slab floor in the transfer station.
- East Building Expansion Design – Expand the transfer station to the east to allow space for an excavator to operate out of the way of the transfer station front end loader. The excavator is used to compact trash after it is pushed into open top transport trucks by the excavator.
- West & South Building Expansion Design – The recycling facility expansion is needed to provide additional dry storage space for bailed recyclables and to allow reconfiguration to accommodate space for additional recyclable material processing.

BUDGET/STAFF IMPACT:

The maximum not-to-exceed amount authorized for this design and bidding services scope of work is: \$197,000. Funding for this work will come from the Recycling and Trash Collections Capital Improvement Plan.

Attachments:

Agreement for Professional Engineering Services
Budget Adjustment

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And

HAWKINS-WEIR ENGINEERS, INC.

Fayetteville Transfer Station Improvements: Design of building improvements at the City of Fayetteville's Solid Waste Transfer Facility and Recycling Processing Facility.

THIS AGREEMENT is made as of November 16, 2021, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Hawkins-Weir Engineers, Inc. with offices located in Fayetteville, Arkansas; Van Buren, Arkansas; Fort Smith, Arkansas, and Little Rock, Arkansas (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, planning, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by ENGINEER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Environmental Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.
- 4.3 ENGINEER shall provide a schedule of its services and include such schedule with the scope in Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for the Basic Services of the Engineer (as defined by Section 2 of this Agreement) is **\$149,920.00**. The maximum not-to-exceed amount authorized for Reimbursable Expenses is \$47,080.00.

Reimbursable Expenses shall be limited to a Geotechnical Investigation, Mechanical Heating and Ventilation Design services, Facility Assessment and Conceptual Layout services, and reproduction and printing costs.

- 5.2 The CITY OF FAYETTEVILLE shall compensate ENGINEER based upon a unit price or lump sum basis as described in Appendix A.

- 5.2.1 The maximum not-to-exceed amount authorized for this Agreement is based upon the estimated fee scope, hours, costs and expenses per phase. The estimated fee spreadsheets shall be included in Appendix A. The amount for any phase may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceeded without a formal contract amendment.

- 5.3 Statements

- 5.3.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional engineering services.

- 5.4 Payments

- 5.4.1 All statements are payable upon receipt and generally due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the

undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.5 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

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

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

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering

practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

6.2.2 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER's Commercial General Liability and Automobile Liability Insurance policies.

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination

settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

6.7.1 ENGINEER'S services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

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

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

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

Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

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

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and

data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

- 6.12.2 The CITY OF FAYETTEVILLE acknowledges the ENGINEER's plans and specifications, including documents on electronic media ("delivered documents"), as instruments of professional services. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to ENGINEER. Except for the ENGINEER's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless ENGINEER is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the ENGINEER's responsibilities and obligations under this Agreement.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

CITY OF FAYETTEVILLE's address:

113 West Mountain

Fayetteville, AR 72701

ENGINEER's address:

438 East Millsap Road, Suite 200

Fayetteville, AR 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document,

whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER:

7.1.1 CITY OF FAYETTEVILLE's or any Federal or State Agency's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor any Federal or State Agency's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

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

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

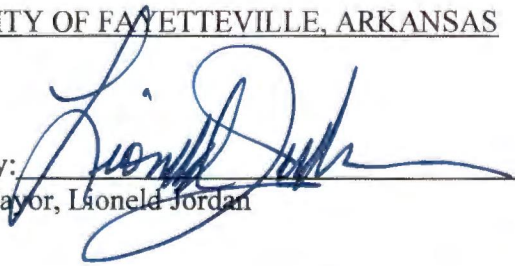
7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

- 7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;
- 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- 7.3.3.3.3 If the subagreement is terminated for default or for convenience.
- 7.4 Covenant against Contingent Fees
 - 7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 7.5 Gratuities
 - 7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

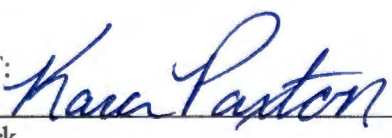
- 7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.
- 7.6 Arkansas Freedom of Information Act
- 7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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.
- 7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE solid waste customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of records containing information about CITY OF FAYETTEVILLE solid waste customers.

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

CITY OF FAYETTEVILLE, ARKANSAS

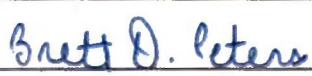
By: 
Mayor, Lioneld Jordan

ATTEST:

By: 
City Clerk



HAWKINS-WEIR ENGINEERS, INC.

By: 
Brett D. Peters, P.E.

Title: President & CEO

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



Appendix A
Scope of Services
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
HW Project No. 2021061
October 13, 2021



Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following engineering design services for the Fayetteville Transfer Station Improvements project:

A. Final Design Phase

1. Participate in a project kickoff meeting with the Owner and prepare a meeting summary
2. Develop a Geotechnical request for sub-consultant proposal to obtain two (2) bores at each proposed building expansion, and one (1) bore beneath the existing transfer station slab
3. Perform a site reconnaissance visit
 - a. Perform a field survey of the interior of the transfer station and the exterior of the facility in those areas identified for building expansion. Engineer shall coordinate with the survey crew to obtain the survey information necessary at all three (3) locations
 - b. Obtain measurements and other pertinent information regarding the existing facility layout and structural members to facilitate the tie-in of the proposed expansions to the existing facility
 - c. Obtain measurements of the existing transfer station floor slab to facilitate the delineation of its removal and replacement
4. Transfer Station Floor Slab⁽¹⁾
 - a. Review available record drawings of the existing facility
 - b. Perform the analysis and design of the transfer station floor slab
 - i. Analyze and determine the most economical floor slab thickness and reinforcement
 - ii. Coordinate with a miscellaneous metals manufacturer to assist in the development of details for the steel plate and lip at the edge of the floor slab
5. West Building Expansion
 - a. Review available record drawings of the existing facility
 - b. Coordinate with a pre-engineered metal building manufacturer to determine the most cost effective expansion configuration [40' X 40' or 40' X 60' (approximately the full building width)]
 - c. Develop a foundation plan and details



Appendix A
Scope of Services
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
HW Project No. 2021061
October 13, 2021



- d. Develop details coordinating the modifications to the existing pre-engineered metal building and the proposed metal building expansion
 - e. Perform electrical engineering to accommodate increased heat and ventilation power requirements, and develop an interior lighting plan
 - f. Coordinate with the Mechanical Heating and Ventilation subconsultant to accommodate increased heat and ventilation requirements
6. East Building Expansion
- a. Review available record drawings of the existing facility
 - b. Develop a foundation plan and details
 - c. Develop details coordinating the modifications to the existing pre-engineered metal building and the proposed metal building expansion
 - d. Perform electrical engineering to accommodate increased heat and ventilation power requirements, and develop an interior lighting plan
7. South Building Expansion [Recycling Processing Facility]
- a. Participate in a kickoff meeting with MRF Consultant and the Owner and prepare a meeting summary
 - b. Assist with MRF Consultant's 2-day on-site assessment
 - c. Participate in review meetings and a design workshop to review MRF Consultant's findings and assessments
 - d. Develop a foundation plan and details
 - e. Develop details coordinating the modifications to the existing pre-engineered metal building and the proposed building expansion
 - f. Perform electrical engineering to accommodate increased heat and ventilation power requirements, develop an interior lighting plan, and accommodate equipment power requirements
 - g. Perform an evaluation of future truck traffic patterns around the proposed facility
 - h. Coordinate with the Mechanical Heating and Ventilation subconsultant to accommodate increased heat and ventilation requirements



Appendix A
Scope of Services
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
HW Project No. 2021061
October 13, 2021



8. Prepare final design drawings, construction details, and specifications
 - a. Prepare and submit a 90% set of design documents, including a 90% cost estimate
 - i. Participate in a 90% design review meeting and prepare a meeting summary
 - b. Prepare and submit a final set of design documents sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate
 - i. Perform an internal QA/QC review
 - ii. Incorporate any Owner or HW initiated review comments into the Final Plans and Specifications
9. Deliver four (4) full sized copies and one (1) electronic copy of the plans and Contract Documents to the City for their use and reproduction

B. Advertising and Bidding Phase

1. Assist the City in advertising the project for bidding
2. Conduct a pre-bid conference with the Owner and prospective bidders
3. Prepare any necessary bidding addendums
4. Assist the City in receiving bids and preparing a certified bid tabulation
5. Review bids and prepare a recommendation to the City for the award of a Construction Contract
6. Assist in the preparation of Contract Documents for execution between the City and Contractor

C. Exclusions to the Scope of Services

The design and bidding phase services provided by Hawkins-Weir do not include the following:

1. Construction Phase Services. We understand that these services may be added by Amendment to our Agreement at a later date
2. Boundary Surveys
3. Deed or easement research
4. Preparation of deed or easement description
5. Environmental assessment and evaluation of the site



**Appendix A
Scope of Services
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
HW Project No. 2021061
October 13, 2021**



6. Construction layout staking for the Contractor, except that HW will provide two (2) construction control points
7. Landscaping, tree planting, and irrigation design services
8. Design of utility relocation plans

⁽¹⁾ Initial assumption is that the Contractor will be permitted to construct the entire Transfer Station floor slab at once



City of Fayetteville, Arkansas
Fayetteville Transfer Station Improvements
HWEI Project No. 2021061
October 13, 2021



A. Final Design Phase

Fayetteville Transfer Station Improvements

Task	Engr VII	Engr V	Engr III	Engr II	GPS Survey	Inspector II	Tech III	Tech I	Total Hours
1. Participate in a project kickoff meeting with the Owner and prepare a meeting summary	8	8	8					2	26
2. Develop a Geotechnical request for sub-consultant proposal to obtain two (2) bores at each proposed building expansion, and one (1) bore beneath the existing transfer station slab	2		4				4		10
3. Perform a site reconnaissance visit									
a. Perform a field survey of the interior of the transfer station and the exterior of the facility in those areas identified for building expansion. Engineer shall coordinate with the survey crew to obtain the survey information necessary at all three (3) locations					8				8
b. Obtain measurements and other pertinent information regarding the existing facility layout and structural members to facilitate the tie-in of the proposed expansions to the existing facility			8						8
c. Obtain measurements of the existing transfer station floor slab to facilitate the delineation of its removal and replacement			8						8
4. Transfer Station Floor Slab ⁽¹⁾									
a. Review available record drawings of the existing facility			2						2
b. Perform the analysis and design of the transfer station floor slab			8						8
i. Analyze and determine the most economical floor slab thickness and reinforcement	2		16						18
ii. Coordinate with a miscellaneous metals manufacturer to assist in the development of details for the steel plate and lip at the edge of the floor slab	2		20				8		30
5. West Building Expansion									
a. Review available record drawings of the existing facility			2						2
b. Coordinate with a pre-engineered metal building manufacturer to determine the most cost effective expansion configuration [40' X 40' or 40' X 60' (approximately the full building width)]	4	2	20				4		30
c. Develop a foundation plan and details			8						8
d. Develop details coordinating the modifications to the existing pre-engineered metal building and the proposed metal building expansion	4	2	40						46
e. Perform electrical engineering to accommodate increased heat and ventilation power requirements, and develop an interior lighting plan	12			24					36
f. Coordinate with the Mechanical Heating and Ventilation subconsultant to accommodate increased heat and ventilation requirements		4	4						8
6. East Building Expansion									
a. Review available record drawings of the existing facility			2						2
b. Develop a foundation plan and details			8						8
c. Develop details coordinating the modifications to the existing pre-engineered metal building and the proposed metal building expansion	4	2	40						46
d. Perform electrical engineering to accommodate increased heat and ventilation power requirements, and develop an interior lighting plan	12			16					28
7. South Building Expansion [Materials Recycling Facility (MRF)]									
a. Participate in a kickoff meeting with MRF Subconsultant and the Owner and prepare a meeting summary	2	2	2					2	8
b. Assist with MRF Subconsultant's 2-day on-site assessment		8	8						16
c. Participate in review meetings and a design workshop to review MRF Subconsultant's findings and assessments	12	12	12					2	38
d. Develop a foundation plan and details			8					2	10
e. Develop details coordinating the modifications to the existing pre-engineered metal building and the proposed building expansion		16	40						56
f. Perform electrical engineering to accommodate increased heat and ventilation power requirements, develop an interior lighting plan, and accommodate equipment power requirements	24	4	4	40					72
g. Perform an evaluation of future truck traffic patterns around the proposed facility		4	16						20
h. Coordinate with the Mechanical Heating and Ventilation subconsultant to accommodate increased heat and ventilation requirements		4	4						8
8. Prepare final design drawings, construction details, and specifications									
a. Prepare and submit a 90% set of design documents, including a 90% cost estimate	40	24	120				120	48	352
i. Participate in a 90% design review meeting and prepare a meeting summary	4	4	8						16
b. Prepare and submit a final set of design documents sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate	4	16	40				40	16	116
i. Perform an internal QA/QC review	16								16
ii. Incorporate any Owner or HW initiated review comments into the Final Plans and Specifications	8		16				24	8	56
9. Deliver four (4) full sized copies and one (1) electronic copy of the plans and Contract Documents to the City for their use and reproduction		4							4
TOTAL HOURS =	160	116	476	80	8	0	200	80	1,120
									\$141,640



City of Fayetteville, Arkansas
Fayetteville Transfer Station Improvements
HWEI Project No. 2021061
October 13, 2021



B. Advertising and Bidding Phase

Fayetteville Transfer Station Improvements

Task	Engr VII	Engr V	Engr III	Engr II	GPS Survey	Inspector II	Tech III	Tech I	Total Hours
1. Assist the City in advertising the project for bidding		2							2
2. Conduct a pre-bid conference with the Owner and prospective bidders	2	2	2						6
3. Prepare any necessary bidding addendums	4	4	16				8	4	36
4. Assist the City in receiving bids and preparing a certified bid tabulation		2	2						4
5. Review bids and prepare a recommendation to the City for the award of a Construction Contract	2	4	2					2	10
6. Assist in the preparation of Contract Documents for execution between the City and Contractor		2	2					2	6
TOTAL HOURS =	8	16	24	0	0	0	8	8	64
									\$8,280

C. Reimbursable Expenses

Fayetteville Transfer Station Improvements

Item	Description	Total
1. Reproduction & Printing	Plans and Specifications reproduction	\$1,000
2. Geotechnical Sub-consultant		\$9,580
3. Mechanical Heating and Ventilation Sub-consultant		\$4,500
4. Facility Assessment & Conceptual Layout Sub-consultant		\$32,000
Total Estimated Reimbursable Expenses =		\$47,080

ENGINEERING SERVICES SUMMARY

Fayetteville Transfer Station Improvements

A. Final Design Phase	\$141,640
B. Advertising and Bidding Phase	\$8,280
C. Reimbursable Expenses	\$47,080
Total Engineering Fee - Not to Exceed =	\$197,000

⁽¹⁾ Initial assumption is that the Contractor will be permitted to construct the entire Transfer Station floor slab at once.

**Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 15, 2021 through August 13, 2022⁽¹⁾**

Engineer

Engineer VII	\$ 195 Per Hour
Engineer VI	\$ 175 Per Hour
Engineer V	\$ 160 Per Hour
Engineer IV	\$ 145 Per Hour
Engineer III	\$ 130 Per Hour
Engineer II	\$ 115 Per Hour
Engineer I	\$ 90 Per Hour

Engineering Technician

Designer II	\$ 110 Per Hour
Designer I	\$ 75 Per Hour
Technician IV	\$ 85 Per Hour
Technician III	\$ 75 Per Hour
Technician II	\$ 65 Per Hour
Technician I	\$ 55 Per Hour

Field Technician - Field Inspector

Resident Project Representative (RPR)	\$ 120 Per Hour
Inspector II	\$ 75 Per Hour
Inspector I	\$ 65 Per Hour

Field Surveying

GPS Survey	\$ 175 Per Hour
Surveyor	\$ 90 Per Hour

Administrative

Business Manager	\$ 85 Per Hour
------------------	----------------

Expert Witness

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$ 1,000
Testimony, per Day	\$ 2,000

Expenses Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle ⁽²⁾	\$0.56 per mile effective 1/1/21
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.10 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$ 10.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

⁽¹⁾ Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

⁽²⁾ To be adjusted periodically to current IRS mileage rate.

All Billings are due upon receipt unless prior arrangements for payment have been made.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2021

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

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

PRODUCER BXS Insurance PO Box 251510 Little Rock AR 72225-	CONTACT NAME: Amanda Palmer
	PHONE (A/C, No, Ext): 501-614-1571 FAX (A/C, No): 501-614-1447
	E-MAIL ADDRESS: amanda.palmer@bksi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hartford Insurance Company of MidW
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren AR 72957

HAWKENG-01

COVERAGES

CERTIFICATE NUMBER: 750587555

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
						PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO					BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB					EACH OCCURRENCE
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE
	☐ DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
A	Professional Liability		38OH038729221	7/11/2021	7/11/2022	Each Claim Limit Aggregate
						\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #2021061 Fayetteville Transfer Station Improvements

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville AR 72701

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/20/2021

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: aceccertificates@greyling.com																					
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Sentinel Insurance Company</td><td>11000</td></tr> <tr> <td>INSURER B :</td><td>Hartford Ins Co of the Midwest</td><td>37478</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Sentinel Insurance Company	11000	INSURER B :	Hartford Ins Co of the Midwest	37478	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Sentinel Insurance Company	11000																				
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER: 21-22****REVISION NUMBER:**

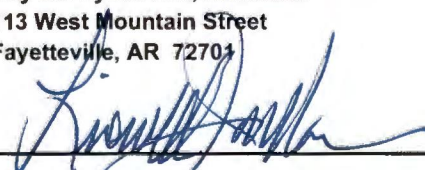
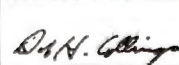
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		20SBWZM2676	11/01/2021	11/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		20UEGNM6289	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		20SBWZM2676	11/01/2021	11/01/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	20WEGPV0830	11/01/2021	11/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Re: Project# 2021061, Fayetteville Transfer Station Improvements. City of Fayetteville, Arkansas is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Fayetteville, Arkansas 113 West Mountain Street Fayetteville, AR 72701 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Budget Year	Division	Adjustment Number
2021	RECYCLING/TRASH COLLECTION (750) /Org2 Requestor: Peter Nierengarten	

Staff recommends approval of a contract with Hawkins-Weir Engineers Inc. for design and bidding services for Recycling and Trash Facility Improvements and approval of a budget adjustment to consolidate projects.

	COUNCIL DATE:	11/16/2021
	LEGISTAR FILE ID#:	2021-0849
	<i>Holly Black</i> 11/2/2021 8:49 AM	
	Budget Director	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	11/16/2021
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: JA RIGGS TRACTOR CO:

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE CATERPILLAR 938 WHEEL LOADER WITH WASTE PACKAGE FROM JA RIGGS TRACTOR CO IN THE AMOUNT OF \$325,370.68, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032119CAT), AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 6028 is a 2018 Caterpillar 930 Wheel Loader with a current FASTER score of 14.3.

DISCUSSION:

This unit operates in the Recycling and Trash Collection transfer station. Both the Fleet Division and RTC are recommending the upgrade of this unit to a CAT 938 with the additional Waste Package for refuse handling to better serve the City and the division.

BUDGET/STAFF IMPACT:

This unit was unanimously approved at the January 9th Equipment Committee. A budget adjustment is being presented for your approval.

ATTACHMENTS: SRF (#3), BA (#4), Riggs CAT 938 Sourcewell Quote (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-3

JA RIGGS TRACTOR CO:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CATERPILLAR WHEEL LOADER WITH WASTE PACKAGE FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT IN THE AMOUNT OF \$325,370.68 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Caterpillar Wheel Loader with waste package from J. A. Riggs Tractor Company d/b/a Riggs CAT in the amount of \$325,370.68 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, pursuant to a Sourcewell Cooperative Purchasing Contract, for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2024-3

Item ID

2/6/2024

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

Ross Jackson

1/5/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A CATERPILLAR 938 WHEEL LOADER FROM RIGGS CAT IN THE AMOUNT OF \$325,370.68, PLUS ANY APPLICABLE FREIGHT CHARGES, SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032119CAT), AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02077-2024

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 448,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 448,000.00

Does item have a direct cost? Yes

Item Cost

\$ 325,370.68

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 100,500.00

Remaining Budget

\$ 223,129.32

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2024	/Org2		
	Requestor:	Ross Jackson	

Unit 6028 (SWST_F055) was budgeted for replacement in 2024. However, it was determined that they require a larger unit to accomplish their tasks more efficiently. For this increase in equipment size, there is also an increase in cost. This request is to move funds to Fleet to cover the additional cost of the initial purchase price.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-3
	Holly Black	
	1/12/2024 2:45 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.202413



Nov 10, 2023

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

Attention: ROSS JACKSON
RE: 166722-01

Dear Ross Jackson,

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

One (1) New Caterpillar Model: 938 Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: SERIAL NUMBER: YEAR: 2024 SMU:

SELL PRICE	\$325,370.68
EXT WARRANTY	Included
NET BALANCE DUE	\$325,370.68
BEFORE TAX BALANCE	\$325,370.68

Sourcewell contract number 032119CAT

ADDITIONAL CONSIDERATIONS

- Quoted pricing and finance terms are based on current available market pricing and are subject to change.
- Machine pricing is not guaranteed until Purchase Order is signed and accepted. Purchase Order will be available within 120 days of the scheduled machine ship date from manufacturer.
- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Full Machine
Extended Warranty: 36 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

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

Sincerely,

Steve Smith
Machine Sales Representative Riggs CAT
Steves@jariggs.com
+1 (479) 601-1330

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 938 Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C7.1 ACERT engine --Auto Idle shut down feature --Auto Engine RPM --Power modes (Standard and Performance) --Power by range (High power in range 4) --Tier 4 final/Stage V compliant --Turbocharged and after cooled --Filtered crankcase breather --Diesel particulate filter --Selective catalyst reduction --Dry type air cleaner --Coolant protection to -34C (-29F) --Fuel priming pump, automatic --Fuel Water separator --Auto Differential lock in front axle --Axle seal guards --Enclosed wet disc full hydraulic brakes --Parking brake, electric --Lubed for life drive shafts --Hydrostatic transmission with electronic control --Operator modes (TC, Hystat, Single Pedal and Ice) --Directional shift aggressiveness (Fast, Medium, Slow) --Auto Rimpull control, adjust wheel torque --Creeper control, adjust ground speed --Single plane cooling package wide 6 fins -per inch density --Hydraulically driven demand cooling fan --S-O-S port, engine, coolant, transmission oil -

HYDRAULICS -Automatic lift and bucket kickouts, -adjustable in-cab --Bucket and fork modes, adjustable in-cab --Cylinder damping at kickout and -mechanical end stops --Fine mode control (fast, medium, slow) --in Fork Mode --Hydraulic response setting (fast, medium, slow) --Hydraulic diagnostic connectors and --S-O-S ports --Hydraulic sight gauge, visible --Load sensing hydraulics and steering --Seat mounted hydraulic joystick controls --Cat Payload 250 hours of Demo -

ELECTRICAL -Alternator, 115-amp, heavy duty --12V power supply in cab (2) --Batteries, 1,000 CCA (2) 24 volt system, --disconnect switch --Back up alarm --Emergency shutdown switch --LED rear stop and turn lights --Heavy duty gear reduction starter --Product Link --Remote jump start post --Resettable main and critical function --breakers --Roading lights front and rear -

OPERATOR ENVIRONMENT --75 mm (3 in) retractable seatbelt --Automatic temperature control --Cab, enclosed ROPS/FOPS pressurized --and sound suppressed --Push to Start --8 Inch Touch Screen --Jog Dial with Screen Control --Programmable Joystick --Cup holders --External heated mirrors with lower --parabolic --Ground level cab door release --Hydraulic control lockout --Interior cab lighting, door --Lunch box storage --Operator warning system indicators --Radio ready speakers --Rear window defrost, electric --Seat mounted electronic implement --controls, adjustable --Sliding glass on the side windows --Column mounted multi function control --lights, wipers, turn signal --Suspension seat, fabric --Tilt steering wheel --Tinted front glass --Wet arm wiper/washer, 2-speed and --intermittent, front --Wet arm wiper washer, rear --Mounting Provision --Gauges --Digital hour meter, odometer and --tachometer --Digital ground speedometer and --direction indicator --Engine coolant temperature gauge --Fuel and diesel exhaust fluid level --indicator --Hydraulic oil temperature gauge -

OTHER STANDARD EQUIPMENT --Large-access enclosure doors with --adjustable close/open force --Parallel lift loader linkage --Recovery hitch with pin --Remote mounted lubrication points --Vandalism protection --lockable compartments --1000 hour Service Intervals --(after initial 500) -

MACHINE SPECIFICATIONS

938 WHEEL LOADER / WASTE PACKAGE
INCLUDES:
GUARD, DRIVESHAFT
GUARD, CRANKCASE
GUARD, POWERTRAIN, LOWER
GUARD, POWERTRAIN, SIDE
GUARD, HITCH
TWO POWER MODES
ENVIRONMENT, HIGH DEBRIS
ENGIN, CAT C7.1(188 HP)
STANDARD LIFT, PIN ON
DIFFERENTIAL,LIMITED SLIP REAR / DIFF LOCK FRONT
HYDRAULICS, 2V
ADJUSTABLE HYDRAULIC RESPONSE SETTINGS
LIGHTS, AUX, LED, PREMIUM
LIGHTS, ROADING, HALOGEN, RH
CAB, STANDARD, PRESSURIZED / SOUND SUPPRESSED
CONDITIONER, AIR, R134A
PUSH START, PASSCODE SECURITY
SEAT, DELUXE, AIR RIDE / SEAT MOUNTED CONTROLS
CAMERA, REAR VIEW
STANDARD RADIO (12V), DUAL USB
STEERING, STANDARD STEERING WHEEL/ TILT/ TELE
PRODUCT LINK, CELLULAR PLE643
TIRES,20.5R25 TL BRAWLER, SMOOTH SOFT RIDE SOLID TIRES
FENDERS, DEFLECTORS
CTWT, LIGHT,2412LBS, 4PCS
PRECLEANER, CAB, RESPA
BEACON,WARN STROBE, LED AMBER
GUARD, FRONT LIGHTS
GUARD, TILT CYLINDER, STD LIFT
GUARD, REAR RADIATOR
GUARD, STEERING CYLINDER
BUCKET-DOZE, 5.60 YD3 (115" wide)
CUTTING EDGE, RUBBER



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: AR MUNICIPAL EQUIPMENT INC:

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ONE PETERBILT 348 REFUSE TRUCK AND TWO PETERBILT 520 REFUSE TRUCKS FROM ARKANSAS MUNICIPAL EQUIPMENT IN THE AMOUNT OF \$1,046,583.50, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (091219-NWY).

BACKGROUND:

Unit 4031 is a 2016 Peterbilt 348 Rear Loader Refuse truck with a current FASTER score of 13.9 points. Unit 4033 is a 2018 Peterbilt 520 Front Loader with a current FASTER score of 14.2. The third truck on this order will be an expansion Peterbilt 520 Side Arm Residential service truck.

DISCUSSION:

Due to these units having a larger FASTER score and increasing maintenance issues, Fleet recommends on time replacement of both units 4031 and 4033. Two out of three of these trucks are forecasted to be on the ground and deliverable within 4-6 months. One will be deliverable within 7-10 days.

BUDGET/STAFF IMPACT:

These units were unanimously approved at the January 9th Equipment Committee.

ATTACHMENTS: SRF (#3), Fayetteville RP 10 23 (#4), Fayetteville FL 1023 (#5), Fayetteville 25YD Quote Updated (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-4

AR MUNICIPAL EQUIPMENT INC:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THREE PETERBILT REFUSE TRUCKS FROM ARKANSAS MUNICIPAL EQUIPMENT, INC. IN THE TOTAL AMOUNT OF \$1,046,583.50, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of three Peterbilt refuse trucks from Arkansas Municipal Equipment, Inc. in the amount of \$1,046,583.50, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, pursuant to a Sourcewell Cooperative Purchasing Contract, for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2024-4

Item ID

2/6/2024

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

Ross Jackson

1/5/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ONE PETERBILT 348 REFUSE TRUCK AND TWO PETERBILT 520 REFUSE TRUCKS FROM ARKANSAS MUNICIPAL EQUIPMENT IN THE AMOUNT OF \$1,046,583.50, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (091219-NWY).

Budget Impact:

9700.770.1920-5802

Shop

Account Number

Fund

02082.2024

Recycling and Trash

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,059,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,059,000.00

Does item have a direct cost? Yes

Item Cost

\$ 1,046,583.50

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 12,416.50

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Quote**Arkansas Municipal Equipment**

14263 Highway 270 west
Poyen, Arkansas 72128
501 425 1567 ** daniel ellison@yahoo.com **

To: City Of Fayetteville AR
1525 S Happy Hollow RD
Fayetteville AR 72701
[Sourcewell Member# 34143](#)

QUOTE:#FAYARFLRP2023

Date: January 15, 2023

AR Dealer # M 8116

Sourcewell Contract # 091219-NWY

Qty	Description	Each	Total
1.00	2025 Peterbilt 520	\$ 213,750.00	\$ 213,750.00
1.00	31yd New Way RotoPac	\$ 173,800.00	\$ 173,800.00
	Sidewinder arm or RP arm with rollers		\$ -
			\$ -
	Delivery Date 150 200 Days after receipt		\$ -
	of order		\$ -
			\$ -
1.00	ATD Discount	\$ (5,025.00)	\$ (5,025.00)
			\$ -
1.00	5 Year 200,000 Engine & After treatment	\$ 4,250.00	\$ 4,250.00
1.00	5 Year Allison Transmsisson	\$ 1,755.00	\$ 1,755.00
1.00	2 Year Basic Service Peterbilt	\$ 2,005.00	\$ 2,005.00
1.00	5 Year Cylinder Warranty	\$ 4,175.00	\$ 4,175.00
1.00	5 Year Body Warranty	\$ 4,990.00	\$ 4,990.00
	Remote Grease zerts on TG, TG Cyl & body Lift		\$ -
	Hopper access ladder, Work light package		\$ -
	strobe light package, caution decal		\$ -
	4 camera dvr system,under seat controls		\$ -
	Oil tank quick connect fittings and heater		\$ -

Daniel Ellison
Phone: 501 425 1567
Email: daniel ellison@yahoo.com
www.ametrucks.com

Subtotal	\$ 399,700.00
Sales tax	
Freight	
Total	\$ 399,700.00

Quote**Arkansas Municipal Equipment**

14263 Highway 270 west
Poyen, Arkansas 72128
501 425 1567 ** daniel ellison@yahoo.com **

To: City Of Fayetteville AR
1525 S Happy Hollow RD
Fayetteville AR 72701
[Sourcewell Member# 34143](#)

QUOTE:#FAYARFLPB2023

Date: January 15, 2023

AR Dealer # M 8116

Sourcewell Contract # 091219-NWY

Qty	Description	Each	Total
1.00	2023 Peterbilt 520	\$ 374,250.00	\$ 374,250.00
	40yd New Way Mammoth		\$ -
	Per Bid Spec		\$ -
			\$ -
	Delivery Date 90-120 Days After Receipt		\$ -
	Of Order		\$ -
			\$ -
1.00	ATD Discount	\$ (6,529.00)	\$ (6,529.00)
			\$ -
1.00	5 Year 200,000 Engine & After treatment	\$ 4,250.00	\$ 4,250.00
1.00	5 Year Allison Transmission	\$ 1,755.00	\$ 1,755.00
1.00	2 Year Basic Service Peterbilt	\$ 2,005.00	\$ 2,005.00
1.00	5 Year Cylinder Warranty	\$ 4,175.00	\$ 4,175.00
1.00	5 Year Body Warranty	\$ 4,990.00	\$ 4,990.00
1.00	sweeper on canopy, TG Seal Extension,	\$ 8,654.00	\$ 8,654.00
	Access Ladder with prox, Caution decal,		\$ -
	Hyd Tank Heater and quick connectors		\$ -
	Upgrade Joy Stick, Canopy Drain, lights for		\$ -
	packer, top door, access door, Front cover		\$ -

Daniel Ellison
Phone: 501 425 1567
Email: daniel ellison@yahoo.com
www.ametrucks.com

Subtotal	\$ 393,550.00
Sales tax	
Freight	
Total	\$ 393,550.00

Quote**Arkansas Municipal Equipment**

14263 Highway 270 west
Poyen, Arkansas 72128
501 425 1567 ** daniel ellison@yahoo.com **

To: City Of Fayetteville AR
1525 S Happy Hollow RD
Fayetteville AR 72701
[Sourcewell Member# 34143](#)

QUOTE:#FAYAR25YDRL

Date: January 15, 2023

AR Dealer # M 8116

Sourcewell Contract # 091219-NWY

Qty	Description	Each	Total
1.00	2023 Freightliner M2 106	\$ 245,957.00	\$ 245,957.00
	25yd New Way Magnum		\$ -
	Per Bid Spec		\$ -
			\$ -
	Delivery Date 7-10 Days After Receipt		\$ -
	Of Order		\$ -
			\$ -
1.00	ATD Discount	\$ (5,108.50)	\$ (5,108.50)
			\$ -
1.00	5yr 200K Mile Cummins & After Treatment	\$ 2,130.00	\$ 2,130.00
1.00	5yr Allison	\$ 1,275.00	\$ 1,275.00
1.00	2yr Basic Vehicle	\$ 705.00	\$ 705.00
1.00	5yr Cylinder warranty	\$ 3,500.00	\$ 3,500.00
1.00	5yr Body Warranty	\$ 4,875.00	\$ 4,875.00
	Body warranty covers all welds and		\$ -
	structure that is not misuse or abuse		\$ -
			\$ -
			\$ -
			\$ -

Daniel Ellison
Phone: 501 425 1567
Email: daniel ellison@yahoo.com
www.ametrucks.com

Subtotal	\$ 253,333.50
Sales tax	
Freight	
Total	\$ 253,333.50



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: Clark Equipment Company dba Bobcat Company

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A BOBCAT TOOLCAT, AND TWO BOBCAT UTV'S FROM CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY THROUGH WT TRANSFER HOLDINGS COMPANY, LLC IN THE AMOUNT OF \$118,822.24 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 6012 is a 2015 Bobcat 5600 with a current FASTER score of 14.7 points. Unit 9080 is a 2005 Bobcat Side-by-side with a current FASTER score of 13.3 and the second side-by-side is an approved 2023 expansion.

DISCUSSION:

Unit 6012 is 8 years into service and is starting to have increased mechanical problems and no longer capable of front-line service for the Parks Maintenance division. Unit 9080 has been utilized for going on 19 years and has surpassed replacement. Fleet recommends replacing these units to continue front line service for each department and mission. All replacements are available off Sourcewell Contract (040319-CEC).

BUDGET/STAFF IMPACT:

These units were unanimously approved at the January 9th Equipment Committee. A budget adjustment is being presented for your approval.

ATTACHMENTS: SRF (#3), BA (#4), ToolCat Sourcewell Quote (#5), UTV Sourcewell Quotes (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-5

Clark Equipment Company dba Bobcat Company

A RESOLUTION TO AUTHORIZE THE PURCHASE OF THREE BOBCATS FROM CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY THROUGH LOCAL DEALER WT EQUIPMENT IN THE TOTAL AMOUNT OF \$118,822.24, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Bobcat Toolcat and two Bobcat UTVs from Clark Equipment Company d/b/a Bobcat Company through its local dealer, WT Equipment, in the total amount of \$118,822.24, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, pursuant to a Sourcewell Cooperative Purchasing Contract, for use by the Parks Maintenance Division.

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

City of Fayetteville Staff Review Form

2024-5

Item ID

2/6/2024

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

Ross Jackson

1/9/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A BOBCAT TOOLCAT (PRKS_F021), AND TWO BOBCAT UTV'S (PRKS_F058, PRKS_F077) FROM CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY THROUGH WT TRANSFER HOLDINGS COMPANY, LLC IN THE AMOUNT OF \$118,822.24 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT'S, AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

02077.2024

02080.2018

02080.2023

Fund

Construction Equipment

Other Vehicles/Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 665,787.00

Expenses (Actual+Encum)

Available Budget

\$ 665,787.00

Does item have a direct cost? Yes

Item Cost

\$ 118,832.24

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 15,813.00

Remaining Budget

\$ 562,767.76

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2024	/Org2		
	Requestor:	Chelsey Voden	

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A BOBCAT TOOLCAT (PRKS_F021), AND TWO BOBCAT UTV'S (PRKS_F058, PRKS_F077) FROM CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY THROUGH WT TRANSFER HOLDINGS COMPANY, LLC IN THE AMOUNT OF \$118,822.24 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT'S, AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-5
	Holly Black	
	1/16/2024 8:37 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

Page 283 of 1115



Product Quotation
 Quotation Number: **MB254543**
 Quote Sent Date: **Dec 19, 2023**
 Expiration Date: **Jan 18, 2024**

Your Bobcat Contact
Mason Brekke
 Phone:
 E-mail: mason.brekke@doosan.com

Your Customer Contact

Deliver to
City of Fayetteville

Bobcat Dealer
 Tim Bailey
WT Equipment, Fayetteville, AR

Bill to
**NEW GOVERNMENT CUSTOMER
 2391333**

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	61,966.40	61,966.40
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive				
Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package	M1225-P01-C01	1	2,364.00	2,364.00
<i>Included:</i> Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	204.00	204.00
High Flow Package	M1225-R03-C02	1	1,388.80	1,388.80
Power Bob-Tach	M1225-R14-C03	1	920.00	920.00

Radio Option	M1225-R15-C02	1	452.00	452.00
Traction Control	M1225-R16-C02	1	484.00	484.00
62" Combination Bucket	7167310	1	3,179.08	3,179.08
Bolt-On Cutting Edge, 62"	6718005	1	253.98	253.98
68" Angle Broom	7337703	1	5,923.44	5,923.44
Total for Bobcat UW56				77,135.70
Quote Total - USD				77,135.70
Dealer P.D.I.				250.00
Freight Charges				1,400.00
Destination Charges				408.00
Dealer Assembly Charges				72.50
Quote Total - USD				79,266.20

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #_040319-CEC.

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232v

Customer Acceptance:	
Quotation Number: MB254543	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Will accept approved PO in place of signature
Date: _____	Email: _____
Addresses:	
Delivery Address: _____	
Billing Address (if different from ship to): _____	



Product Quotation
 Quotation Number: **TB269786**
 Quote Sent Date: **Dec 29, 2023**
 Expiration Date: **Jan 28, 2024**

Prepared By
Tim Bailey
 Phone:
 Email: tbailey@williamstractor.com

Customer
CITY OF FAYETTEVILLE G9674 -
FAYETTEVILLE - AR
 FLEET OPERATIONS
 FAYETTEVILLE, AR, 72701

Contact

Dealer
WT Equipment, Fayetteville, AR

Item Name	Item Number	Quantity	Price Each	Total
UV34 Gas Utility Vehicle	M1503	2	18,616.00	37,232.00
Standard Equipment:				
Engine				
Liquid Cooled Engine				
40 HP Gas EFI Engine				
Pressurized Oiling System with Spin On Filter				
Engine Protection Oil Pressure & Water Temp				
High Capacity Air Filter				
49 State Emission Compliant				
Drive System				
CVT (Continuous Variable Transmission)				
Sealed CVT Cover w/remote intake & exhaust				
Four Wheel Drive 3 Drive Modes				
Forward Travel, Two Range (H/L)				
Integrated In-Transmission Park (P)				
Brakes - 4 Wheel, Hydraulic Disc with Dual-Bore				
Front Calipers				
CV Guard, Front				
Shaft Drive with CV Joints				
Suspension & Steering				
Front - Independent, Dual A Arm				
Rear - Independent, Dual A Arm				
Adjustable Front and Rear Coil Over Shocks				
Rack & Pinion				
Electric Power Steering Assist				
Tilt Steering Column				
Operator Compartment				
Beverage Holder (4)				
60/40 Split Bench Seats (3 Occupants)				
Under Seat, Upper & Lower Dash Storage				
Sealed Glove Box Storage				
3 Seat Belts with 3 Point Restraint				
Tires				
All Terrain Industrial (8 ply)				
Front/Rear, 26x10 12				
UV34 Gas EPS Base Package	M1503-P01-C02	2	0.00	0.00
Roof - Sport Std	7340670	2	474.43	948.86
Windshield - Poly	7343030	2	495.43	990.86
Utility - Power Cargo Box Lift	7360318	2	1,146.47	2,292.94
Safety - Turn Signal	7374830	2	657.83	1,315.66

Wheels
 Front/Rear, 12x6 Orange Steel Rim

Electrical
 Headlights, High & Low Beams 4-35 Watts
 LED Tail & Brake Lights
 6 Outlet Accessory Pwr Bar
 75 Amp/900W Stator
 575 CCA Battery

Instrumentation Panel
 Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder, High Beam On, Engine Oil Pressure (Diesel only), Engine Temp High, Service Power Steering and Service Engine.
 LCD Display: Speedo, Engine Temp, Engine RPM, Volt, Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position.

Cargo Box and Frame
 Composite Cargo Box w/ Cylinder Lift Assist
 Quick Latch Tailgate w/ Single Latch
 Integrated Box Accessory System
 Rear Receiver Hitch - 2 in.
 Full Chassis Skid Plates
 ROPS (Roller Over Protective Structure)

Warranty
 1 year/1000 hours

Safety - Rear View Mirror	7311256	2	96.43	192.86
Safety - Back-up Alarm	7360114	2	64.43	128.86
Total for UV34 Gas Utility Vehicle				43,102.04
Quote Total - USD				43,102.04
Dealer P.D.I.				200.00
Destination Charges				2,840.00
Dealer Assembly Charges				870.00
Discount				
<i>Sourcewell</i>				-7,446.00
Sales total before Taxes				39,566.04
Taxes				0.00
Quote Total - USD				39,566.04

Comment:

Sourcewell Contract #040319-CEC

Customer Acceptance: Quotation Number: TB269786		Purchase Order: _____
Authorized Signature: Print: _____ Sign: _____ Will accept approved PO in place of signature		
Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐		



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: LEWIS FORD SALES INC:

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (5) VEHICLES FROM LEWIS FORD SALES INC OF FAYETTEVILLE AR IN THE AMOUNT OF \$214,124, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

BACKGROUND:

- (2) 2024 approved expansion Ford Maverick's for the Fire Department.
- (2) 2024 approved expansion Ford F250's for the Water Sewer Department.
- (1) 2024 approved expansion Ford F150 4x2 for the Parks Department.

DISCUSSION:

All these expansion units were approved with the 2024 budget. Fleet is recommending moving forward with these Ford units in efforts of Fleet standardization where it's possible.

BUDGET/STAFF IMPACT:

These items were unanimously approved at the January 9th Equipment Committee.

ATTACHMENTS: SRF (#3), AWARD #5 - #6 Lewis F250 4x4 Supercab 3-Toolboxes - \$54,416.00 x2, EXP's 2291 and 2292 (#4), AWARD #8 Lewis 4x2 Super Cab - \$42,004.00, EXP-2293 (#5), AWARD - Fire Maverick's Lewis \$31,644 x2 EXP's 2287, 2288 (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-8

LEWIS FORD SALES INC:

A RESOLUTION TO APPROVE THE PURCHASE OF FIVE FORD VEHICLES FROM LEWIS FORD OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$214,124.00 PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES, OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO ORDINANCE 6491

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of five Ford trucks from Lewis Ford of Fayetteville in the total amount of \$214,124.00 plus any additional surcharges, freight charges, or delivery fees, pursuant to Ordinance 6491.

City of Fayetteville Staff Review Form

2024-8

Item ID

2/6/2024

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

Ross Jackson

1/9/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF (5) VEHICLES FROM LEWIS FORD SALES INC OF FAYETTEVILLE AR IN THE AMOUNT OF \$214,124, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE. (FIRE_F040, FIRE_F041, WSEW_F114, WSEW_F116, PRKS_F086)

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2024

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 473,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 473,000.00

Does item have a direct cost? Yes

Item Cost

\$ 214,124.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 258,876.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

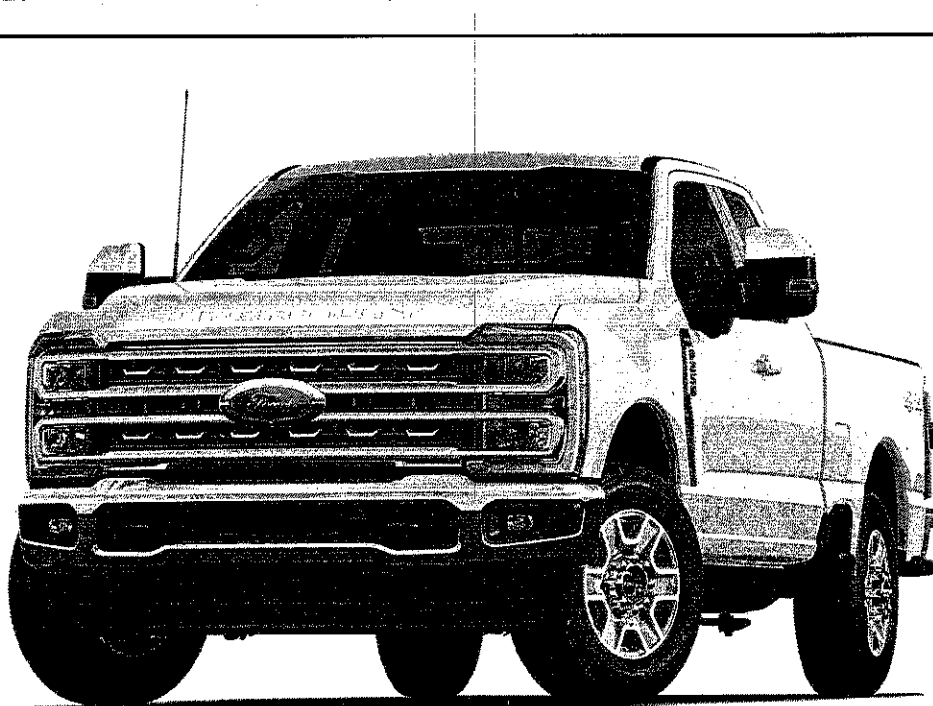
Original Contract Number:

Comments:

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Quote ID: RJSC250
Date: 12/21/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue, Fayetteville, Arkansas, 727033816
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID RJSC250 12/21/2023

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

ETA FOUR TO SIX MONTHS BUT PROBABLY CLOSER TO THE FOUR.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250



Selected Equip & Specs

Dimensions

- Conventional Capacity: 14,000 lbs.
- Fifth-wheel towing capacity: 13,800 lbs.
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0
- Vehicle body width: 80.0"
- Wheelbase: 164.0"
- Rear track: 67.2"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 146.3"
- Rear brake diameter: 14.3"
- Max interior rear cargo volume: 31.6 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 13,900 lbs.
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 254.4"
- Vehicle body height: 81.4"
- Front track: 68.3"
- Vehicle turning radius: 27.1'
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Front brake diameter: 14.3"
- Interior rear cargo volume with seats folded: 31.6 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Auto locking hub control
- Engine cylinders: V-8
- Spark ignition system
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Electronic transfer case shift

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black rear bumper
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Reverse opening right rear passenger door
- LT245/75RS17 AS BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Reverse opening left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Over the air updates
- Keyfob activated front door locks
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (Inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Remote activated perimeter approach lighting

Technology and Telematics

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Rear mounted camera
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- Front height adjustable seatbelts
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Dimensions**General Weights**

Curb weight..... 6,466 lbs.
GVWR..... 10,000 lbs.

Rear curb weight..... 2,627 lbs.
Payload..... 3,457 lbs.

Trailer Weights

Fifth-wheel towing capacity..... 13,800 lbs.
Conventional capacity..... 14,000 lbs.

Gooseneck towing capacity..... 13,900 lbs.
GCWR..... 21,000 lbs.

Front Weights

Front curb weight..... 3,839 lbs.
Axle capacity front..... 6,000 lbs.
Tire/wheel capacity front..... 6,390 lbs.

GAWR front..... 4,800 lbs.
Spring rating front..... 4,800 lbs.

Rear Weights

GAWR rear..... 6,340 lbs.
Spring rating rear..... 6,340 lbs.

Axle capacity rear..... 6,200 lbs.
Tire/wheel capacity rear..... 6,390 lbs.

Off Road

Min ground clearance..... 8.5"
Approach angle..... 17.8

Loading floor height..... 37.0 "
Departure angle..... 21.0

Exterior Measurements

Vehicle body length..... 254.4"
Vehicle body height..... 81.4"
Cargo box length..... 98.1"
Cargo box min width..... 50.5"
Cargo box volume..... 78.5 cu.ft.

Vehicle body width..... 80.0"
Wheelbase..... 164.0"
Front brake diameter..... 14.3"
Rear brake diameter..... 14.3"
Pickup box depth..... 21.1"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

Cargo box max width.....	66.9"	Cargo box tailgate width.....	60.5"
Cargo box length feet.....	8.0	Front track.....	68.3"
Rear track.....	67.2"	Vehicle turning radius.....	27.1'
Cab to axle.....	56.1"	Frame section modulus.....	10.7 cu.in.
Frame yield strength (psi).....	50000.0	Front bumper to front axle.....	38.2"
Front bumper to back of cab.....	146.3"		

Interior Measurements

Max interior rear cargo volume.....	31.6 cu.ft.	Interior rear cargo volume with seats folded.....	31.6 cu.ft.
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Interior Volume

Total passenger volume.....	116.0 cu.ft.
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Headroom

Headroom first-row.....	40.8"	Headroom second-row.....	40.3"
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Legroom

Leg room first-row.....	43.9"	Leg room second-row.....	33.5"
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Shoulder Room

Shoulder room first-row.....	66.7"	Shoulder room second-row.....	65.8"
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Hip Room

Hip room first-row.....	62.5"	Hip room second-row.....	64.7"
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Powertrain**Engine**

Engine 6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder.....	2
Engine cylinders..... V-8	Injection type.....	sequential MPI
Engine location..... Front mounted engine	Ignition.....	Spark ignition system
Engine mounting direction..... Longitudinal mounted engine	Engine block material.....	Iron engine block
Cylinder head material..... Aluminum cylinder head		

Engine Specs

Displacement.....	6.8L	cc.....	415 cu.in.
Bore.....	4.22"	Stroke.....	3.68"
Compression ratio.....	10.8	SAEJ1349.....	AUG2004 compliant

Engine Power

Horsepower.....	405 HP@5000 RPM	Torque.....	445 lb.-ft.@4000 RPM
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Alternator

Alternator amps.....	160A	Alternator type.....	Regular duty alternator
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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)**Battery**

Battery amps.....78Ah
Battery rating.....750CCA

Battery type.....HD lead acid battery
Battery run down protection..... Battery run down protection

Engine Extras

Radiator.....Radiator

Transmission

Transmission.....TorqShift 10-speed automatic

Transmission electronic control..... Transmission electronic control

Overdrive transmission... Overdrive transmission

Lock-up transmission..... Lock-up transmission

First gear ratio.....4.696

Second gear ratio.....2.985

Third gear ratio.....2.146

Fourth gear ratio.....1.769

Fifth gear ratio.....1.52

Sixth gear ratio.....1.275

Reverse gear ratio.....4.866

Seventh gear ratio.....1

Eighth gear ratio.....0.854

Ninth gear ratio.....0.689

Tenth gear ratio.....0.636

Stall ratio.....1.97

Selectable mode transmission... Selectable mode transmission

Sequential shift control..... SelectShift Sequential shift control

Transmission oil cooler... Transmission oil cooler

Drive Type

4WD type.....Part-time 4WD

Drive type.....Four-wheel drive

Drivetrain

Axle ratio.....3.73

Exhaust

Tailpipe.....Stainless steel single exhaust

Fuel

Fuel type.....regular unleaded

Fuel Tank

Fuel tank capacity.....34.00 gal.

Drive Feature

Traction control.....All-speed ABS and driveline traction control

Locking hub control.....Auto locking hub control

Transfer case.....Electronic transfer case shift

Fuel Economy and Emissions**Fuel Economy**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

Secondary fuel type..... Gasoline secondary fuel type

Emissions

Emissions..... Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types..... E85 additional fuel types

Suspension and Handling**Suspension**

Suspension..... Firm ride suspension

Front shock absorbers..... Heavy-duty front shock absorbers

Rear shock absorbers..... Heavy-duty rear shock absorbers

Driveability**Brakes**

Brake type..... 4-wheel disc brakes

Ventilated brakes..... Front and rear ventilated disc brakes

ABS brakes..... Four channel ABS brakes

ABS brakes..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist..... Hill Start Assist

Brake assist system..... Brake assist system

Front Suspension

Anti-roll bar front..... Front anti-roll bar

Suspension ride type front..... Mono-beam rigid axle front suspension

Front Spring

Regular front springs..... Regular front springs

Springs front..... Front coil springs

Rear Spring

Springs rear..... Rear leaf springs

Rear springs..... Heavy-duty rear springs

Rear Suspension

Suspension type rear..... Leaf spring rear suspension

Suspension ride type rear..... Rigid axle rear suspension

Steering

Steering..... Hydraulic power-assist steering system

Steering type..... Re-circulating ball steering

Steering type number of wheels..... 2-wheel steering system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

**Selected Equip & Specs (cont'd)****Exterior***Front Wheels*

Front wheels diameter.....17"

Front wheels width.....7.5"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7.5"

Front And Rear Wheels

Appearance.....argent

Material.....steel

Front Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Front wheel - RPM.....649

Rear Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Rear wheel - RPM.....649

Body Exterior*Trailer*

Towing capability.....Trailer towing capability

Towing class.....Class V tow rating

Towing hitch.....Trailer hitch

Towing wiring harness.....Trailer wiring harness

Towing brake controller.....Trailer brake controller

Towing trailer sway.....Trailer sway control

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

Body

Body panels.....Aluminum body panels with side impact beams

Mirrors

Convex spotter.....Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrors.....Turn signal indicator in door mirrors

Spare Tire

Spare tire.....Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Tires

Front tires LT load rating.....E

Rear tires LT load rating.....E

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks Power door locks with 2 stage
unlockingAll-in-one key All-in-one remote fob and ignition
keyKeyfob door locks ... Keyfob activated front door
locks

Tailgate control ... Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering
wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ... FordPass Connect
smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview
mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and
passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console
storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pickup Box

Boxside steps Integrated side steps

Rear Windshield

Rear windshield Fixed rear windshield

Storage

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

Number of beverage holders... 8 beverage holders
Beverage holders rear... Rear beverage holders
Illuminated glove box... Illuminated glove box

Dashboard storage... Dashboard storage

Windows Feature

One-touch up window... Driver and passenger
one-touch up windows

Windows Rear Side

Second-row windows... Power second-row
windows

Miscellaneous

Trip computer... Trip computer
Accessory power... Retained accessory power

Beverage holders... Front beverage holders
Glove box... Illuminated locking glove box
Instrument panel storage... Instrument panel
covered bin

One-touch down window... Driver and passenger
one-touch down windows

PRND in IP... PRND in IP
Over the air updates... Over the air updates

Comfort**Climate Control**

Climate control... Manual climate control
Rear under seat ducts... Rear under seat climate
control ducts

Cabin air filter... Cabin air filter

Headliner

Headliner material... Cloth headliner material

Headliner coverage... Full headliner coverage

Floor Trim

Floor covering... Full vinyl floor covering

Floor coverage... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback
upholstery

Steering Wheel

Steering wheel telescopic... Manual telescopic
steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim**Seat Capacity**

Seating capacity... 6

Front Seats

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

**Selected Equip & Specs (cont'd)**

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat
fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger
seat fore/aft controlFront head restraint control Manual front seat
head restraint controlArmrests front storage Front seat armrest
storage**Rear Seats**Bench seats Split-bench rear seat
Folding second-row seats 60-40 folding rear
seatsRear seat folding position Fold-up rear seat
cushionRear head restraint control Manual rear seat
head restraint control**Lumbar Seats**

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter MaterialGearshifter material Urethane gear shifter
material**Entertainment Features****LCD Displays**Primary touchscreen display Primary touchscreen
displayLCD primary display size 8 inch primary LCD
display**Radio Features**Driver seat direction Driver seat with 4-way
directional controlsPassenger seat direction Front passenger seat
with 4-way directional controlsReclining passenger seat Manual reclining
passenger seatFront head restraints Height adjustable front
seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat
head restraintsNumber of rear head restraints 3 rear seat head
restraintsFront seatback upholstery Vinyl front seatback
upholsteryNumber of first-row LCD displays 2 total number of
1st row displays

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Superintendent, City of Fayetteville

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12/21/2023

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**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

External memory..... SYNC 4 external memory control

Seek scan..... Seek scan

Speakers

Speakers..... Standard grade speakers

Speakers number..... 4

Audio Features

Steering mounted audio control..... Steering wheel mounted audio controls

Speed sensitive volume..... Speed sensitive volume

Voice activated audio..... SYNC 4 voice activated audio controls

Wireless streaming..... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation**Instrumentation**

Trip odometer..... Trip odometer

Instrumentation display..... Digital/analog instrumentation display

Configurable instrumentation gauges..... Configurable instrumentation gauges

Instrumentation Displays

Temperature display..... Exterior temperature display

Driver information center..... Driver information center

Clock..... In-radio display clock

Compass..... Compass

Instrumentation Gauges

Tachometer..... Tachometer

Oil pressure gauge..... Oil pressure gauge

Transmission temperature gauge..... Transmission fluid temperature gauge

Engine/electric motor temperature gauge..... Engine/electric motor temperature gauge

Gauge cluster display size (inches)..... 4.20

Engine hour meter..... Engine hour meter

Instrumentation Warnings

Engine temperature warning..... Engine temperature warning

Oil pressure warning..... Oil pressure warning

Low fuel warning..... Low fuel warning

Low brake fluid warning..... Low brake fluid warning

Battery charge warning..... Battery charge warning

Headlights on reminder..... Headlights on reminder

Key in vehicle warning..... Key in vehicle warning

Door ajar warning..... Door ajar warning

Service interval warning..... Service interval indicator

Low tire pressure warning..... Tire specific low air pressure warning

Glass

Tinted windows..... Light tinted windows

Headlights

Headlights..... Halogen headlights

Headlight type..... Aero-composite headlights

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Superintendent, City of Fayetteville

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

**Selected Equip & Specs (cont'd)**

Auto headlights. Autolamp auto on/off headlight control

Multiple headlights. Multiple enclosed headlights

Delay off headlights. Delay-off headlights

DRL preference setting. DRL preference setting

Front Windshield

Wipers. Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry. Illuminated entry

Variable panel light. Variable instrument panel light

Front reading lights. Front reading lights

Lights

Running lights. Daytime running lights

Interior courtesy lights. Fade interior courtesy lights

High mount stop light. High mounted center stop light

Pickup box cargo light. Pickup box cargo light

Perimeter approach lighting. Remote activated perimeter approach lighting

Technology and Telematics**Connectivity**

Handsfree. SYNC 4 handsfree wireless device connectivity

Smart device integration. Smart device wireless mirroring

Emergency SOS. SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access. FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports. 2 USB ports

Safety and Security**Airbags**

Front impact airbag driver. Driver front impact airbag

Number of airbags. 6 airbags

Front impact airbag passenger. Cancellable front passenger air bag

Front side impact airbag driver. Seat mounted side impact driver airbag

Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Overhead airbags. Safety Canopy System curtain first and second-row overhead airbags

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

Selected Equip & Specs (cont'd)

Seatbelts

3-point seatbelt Rear seat center 3-point
seatbelt

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-roll

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

**As Configured Vehicle**

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (X2B)	\$50,305.00
--------------------------	-------------

Packages

Order Code 600A

N/C

Includes:

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas
Flex fuel.
- Transmission: TorqShift-G 10-Speed Automatic
Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.
- 3.73 Axle Ratio
- GVWR: 10,000 lb Payload Package
- Tires: LT245/75Rx17E BSW A/S
Spare may not be the same as road tire.
- Wheels: 17" Argent Painted Steel
Includes painted hub covers/center ornaments.
- HD Vinyl 40/20/40 Split Bench Seat
Includes center armrest, cupholder, storage and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers.
- SYNC 4
Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Powertrain

Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
-------------------------------------	----------

Flex fuel.

Transmission: TorqShift-G 10-Speed Automatic	Included
--	----------

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.

3.73 Axle Ratio	Included
-----------------	----------

GVWR: 10,000 lb Payload Package	Included
---------------------------------	----------

Wheels & Tires

Tires: LT245/75Rx17E BSW A/S	Included
------------------------------	----------

Spare may not be the same as road tire.

Wheels: 17" Argent Painted Steel	Included
----------------------------------	----------

Includes painted hub covers/center ornaments.

Seats & Seat Trim

HD Vinyl 40/20/40 Split Bench Seat	Included
------------------------------------	----------

Includes center armrest, cupholder, storage and driver's side manual lumbar.

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

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12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

As Configured Vehicle (cont'd)

Description	MSRP
Other Options	
164" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
Fleet Options	
Fleet Customer Powertrain Limited Warranty <i>Requires valid FIN code.</i>	N/C
<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
Emissions	
50-State Emissions System	STD
Exterior Color	
Oxford White	N/C
Upfit Options	
5" STEPS	\$785.00
1 CROSS BOX 2 72' SIDEBOX	\$1,802.00
SUBTOTAL	\$52,892.00
Destination Charge	\$1,995.00
TOTAL	\$54,887.00

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Superintendent, City of Fayetteville

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12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

\$54,887.00

Subtotal

\$54,887.00

Pre-Tax Adjustments

Description

MSRP

Fleet incentive pricing

-\$600.00

Doc Fee

\$129.00

Total

\$54,416.00

Customer Signature

Acceptance Date

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 Superintendent, City of Fayetteville
 Prepared by: CJ MITCHELL
 12/21/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

Major Equipment

(Based on selected options, shown at right)
 TorqShift 10-speed automatic

Exterior: Oxford White

- * 17 x 7.5-inch front and rear argent steel wheels
- * Front tires LT load rating: E
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 750CCA
- * Battery run down protection
- * Fuel tank capacity: 34.00 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * SYNC 4 external memory control
- * Wheelbase: 164.0"
- * Axle capacity rear: 6,200 lbs.
- * Axle capacity front: 6,000 lbs.
- * Firm ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights
- * Variable intermittent front windshield wipers
- * Driver front impact airbag

- * Class V tow rating
- * LT245/75RS17 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 160A
- * All-speed ABS and driveline traction control
- * HD lead acid battery
- * Injection Type: sequential MPI
- * 8 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Vehicle body length: 254.4"
- * Cab to axle: 56.1"
- * Tire/wheel capacity rear: 6,390 lbs.
- * Spring rating front: 4,800 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Seat mounted side impact driver airbag

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Order Code 600A	\$50,305.00
Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift-G 10-Speed Automatic	Included
3.73 Axle Ratio	Included
GVWR: 10,000 lb Payload Package	Included
Tires: LT245/75Rx17E BSW A/S	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
164" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
SYNC 4	Included
Oxford White	N/C
SUBTOTAL	\$50,305.00
Destination Charge	\$1,995.00

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 Superintendent, City of Fayetteville
 Prepared by: CJ MITCHELL
 12/21/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

Major Equipment

		As Configured Vehicle	MSRP
* Cancellable front passenger air bag	* Seat mounted side impact front passenger airbag	TOTAL	\$52,300.00
* 6 airbags	* SecurILock immobilizer		
* Manual climate control	* Rear under seat climate control ducts		
* Fixed rear seats	* 60-40 folding rear seats		
* Split-bench rear seat	* Front facing rear seat		
* Fold-up rear seat cushion	* Height adjustable rear seat head restraints		
* Manual rear seat head restraint control	* 3 rear seat head restraints		
* 40-20-40 split-bench front seat	* Split-bench front seat		
* Driver seat with 4-way directional controls	* Front passenger seat with 4-way directional controls		
* Height adjustable front seat head restraints	* Manual front seat head restraint control		
* Front seat center armrest	* Front seat armrest storage		
* Manual reclining driver seat	* Manual driver seat fore/aft control		
* Manual reclining passenger seat	* Manual passenger seat fore/aft control		
* Vinyl front seat upholstery	* Vinyl front seatback upholstery		
* Manual driver seat lumbar	* 4-wheel disc brakes		
* 4-wheel antilock (ABS) brakes	* Brake assist system		
* Hill Start Assist			

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

Fuel Economy

City
N/A



Hwy
N/A

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

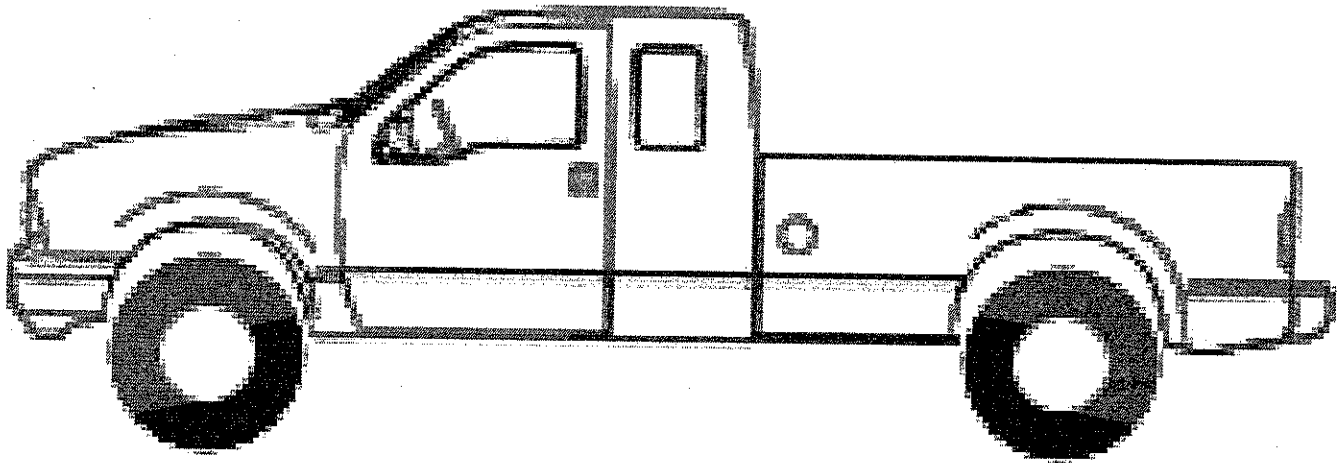


2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,466 lbs

TOTAL **7,366 lbs**

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420 | Quote ID: RJSC250



Vehicle Dimension and Performance Summary (cont'd)

Payload	3,457 lbs
Useable Payload	2,557 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 12/21/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue, Fayetteville, Arkansas, 727033816
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 12/21/2023

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

ETA THREE TO FOUR MONTHS

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)**

Price Level: 415

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,100 lbs.
- Fifth-wheel towing capacity: 5,000 lbs.
- Cargo box length: 78.0"
- Cargo box volume: 62.3 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 6.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Frame section modulus: 4.7 cu.in.
- Front bumper to front axle: 37.8"
- Rear brake diameter: 13.2"
- Max interior rear cargo volume: 30.6 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 9,900 lbs.
- Gooseneck towing capacity: 5,000 lbs.
- Cargo box min width: 51.1"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 75.5"
- Vehicle turning radius: 23.9'
- Frame yield strength (psi): 49300.0
- Front brake diameter: 13.8"
- Interior rear cargo volume with seats folded: 30.6 cu.ft.
- Total passenger volume: 116.3 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 66.1"
- Hip room second-row: 62.6"

Powertrain

- EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP
- Spark ignition system
- Torque: 400 lb.-ft.@3000 RPM
- Auto stop-start engine
- 10-speed automatic
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Engine cylinders: V-6
- Horsepower: 325 HP@5000 RPM
- Radiator
- Driver selectable drivetrain mode
- Rear-wheel drive
- Easy Fuel capless fuel filler

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 20 mpg/26 mpg/22 mpg
- Fuel economy highway: 26 mpg
- Fuel economy combined: 22 mpg
- Fuel economy city: 20 mpg
- Gasoline secondary fuel type
- LEV3-ULEV70 emissions

Suspension and Handling

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

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Superintendent, City of Fayetteville

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12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension.
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black front bumper
- Black rear bumper
- Black grille
- Standard style side mirrors
- Reverse opening right rear passenger door
- Active grille shutters
- P245/70RS17 AS BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper rub strip
- Rear bumper step
- Black door mirrors
- Reverse opening left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Tailgate Assist easy lift tailgate
- Locking glove box
- Rear beverage holders
- Driver and passenger door bins
- Instrument panel bin
- Cabback insulator
- Trip computer
- Keyfob activated front door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated pickup box storage
- Fixed rear windshield
- Front beverage holders
- 6 beverage holders
- Rear door bins
- Dashboard storage
- PRND in IP
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Cabin air filter
- Cloth headliner material

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

Selected Equip & Specs (cont'd)

- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Full vinyl floor covering
- * **Vinyl rear seat upholstery**
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- * **Vinyl front seat upholstery**

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 12 inch primary LCD display
- SiriusXM with 360L AM/FM/Satellite radio
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Aero-composite headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 12.00
- Oil pressure gauge
- Voltmeter
- Light tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers

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**2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)**

Price Level: 415

Selected Equip & Specs (cont'd)

- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Remote activated perimeter approach lighting
- Illuminated entry
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect mobile app access
- 6 USB ports
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Lane Keeping Alert
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Reverse Sensing System rear parking sensors
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- BLIS (Blind Spot Information System)
- Reverse Brake Assist collision mitigation
- Driver Alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Dimensions**General Weights**

Curb weight 4,508 lbs.
GVWR 6,325 lbs.

Rear curb weight 1,853 lbs.
Payload 1,805 lbs.

Trailer Weights

Fifth-wheel towing capacity 5,000 lbs.
Conventional capacity 5,100 lbs.

Gooseneck towing capacity 5,000 lbs.
GCWR 9,900 lbs.

Front Weights

Front curb weight 2,655 lbs.
Axle capacity front 3,750 lbs.

GAWR front 3,300 lbs.
Spring rating front 3,300 lbs.

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Price Level: 415

Selected Equip & Specs (cont'd)

Tire/wheel capacity front 4,050 lbs.

Rear Weights

GAWR rear 3,400 lbs.

Spring rating rear 3,400 lbs.

Axle capacity rear 4,800 lbs.

Tire/wheel capacity rear 4,498 lbs.

Off Road

Min ground clearance 8.4"

Approach angle 24.4

Loading floor height 33.1 "

Departure angle 24.0

Exterior Measurements

Vehicle body length 231.7"

Vehicle body height 75.5"

Cargo box length 78.0"

Cargo box min width 51.1"

Cargo box volume 62.3 cu.ft.

Cargo box max width 65.2"

Cargo box length feet 6.5

Frame section modulus 4.7 cu.in.

Front bumper to front axle 37.8"

Vehicle body width 79.9"

Wheelbase 145.0"

Front brake diameter 13.8"

Rear brake diameter 13.2"

Pickup box depth 21.4"

Cargo box tailgate width 60.3"

Vehicle turning radius 23.9'

Frame yield strength (psi) 49300.0

Interior Measurements

Max interior rear cargo volume 30.6 cu.ft.

Interior rear cargo volume with seats folded 30.6 cu.ft.

Interior Volume

Total passenger volume 116.3 cu.ft.

Headroom

Headroom first-row 40.8"

Headroom second-row 40.3"

Legroom

Leg room first-row 43.9"

Leg room second-row 33.5"

Shoulder Room

Shoulder room first-row 66.7"

Shoulder room second-row 66.1"

Hip Room

Hip room first-row 62.5"

Hip room second-row 62.6"

Powertrain**Engine**

Engine EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP

Engine cylinders V-6

Valves per cylinder 4

Engine location Front mounted engine

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**2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)**

Price Level: 415

Selected Equip & Specs (cont'd)

Ignition..... Spark ignition system

Engine block material..... Iron engine block

Engine Specs

Displacement..... 2.7L

Bore..... 3.27"

Compression ratio..... 10.0

Engine Power

Horsepower..... 325 HP@5000 RPM

Alternator

Alternator amps..... 200A

Battery

Battery amps..... 70Ah

Battery rating..... 610CCA

Engine Extras

Radiator..... Radiator

Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission..... 10-speed automatic

Overdrive transmission... Overdrive transmission

First gear ratio..... 4.696

Third gear ratio..... 2.146

Fifth gear ratio..... 1.52

Reverse gear ratio..... 4.866

Eighth gear ratio..... 0.854

Tenth gear ratio..... 0.636

Sequential shift control... SelectShift Sequential shift control

Drive Type

Drive type..... Rear-wheel drive

Drivetrain

Axle ratio..... 3.55

Exhaust

Tailpipe..... Stainless steel single exhaust

Engine mounting direction... Longitudinal mounted engine

Cylinder head material... Aluminum cylinder head

cc..... 164 cu.in.

Stroke..... 3.27"

SAEJ1349..... AUG2004 compliant

Torque..... 400 lb.-ft.@3000 RPM

Alternator type..... Regular duty alternator

Battery type..... Lead acid battery

Battery run down protection... Battery run down protection

Start-stop engine..... Auto stop-start engine

Transmission electronic control... Transmission electronic control

Lock-up transmission... Lock-up transmission

Second gear ratio..... 2.985

Fourth gear ratio..... 1.769

Sixth gear ratio..... 1.275

Seventh gear ratio..... 1

Ninth gear ratio..... 0.689

Selectable mode transmission... Selectable mode transmission

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Price Level: 415

Selected Equip & Specs (cont'd)**Fuel**

Fuel type..... regular unleaded

Fuel Tank

Capless fuel filler.... Easy Fuel capless fuel filler

Fuel tank capacity..... 36.01 gal.

Drive FeatureTraction control.... All-speed ABS and driveline
traction control**Fuel Economy and Emissions****Fuel Economy**Secondary fuel type.... Gasoline secondary fuel
type

Fuel economy combined..... 22 mpg

Fuel economy city..... 20 mpg

Fuel economy highway..... 26 mpg

Fuel economy (city/highway/combined). 20 mpg/26
mpg/22 mpgFuel economy status..... Previous year fuel
economy status**Emissions**

Emissions..... LEV3-ULEV70 emissions

Emissions tiers..... Tier 3 Bin 70 emissions

Green Values

Energy Impact Score (Barrels per year)..... 13.5

Carbon FP / Tailpipe and upstream total GHG (CO₂,
tons per year)..... 8.1**Suspension and Handling****Suspension**

Suspension..... Standard ride suspension

Front shock absorbers.... Heavy-duty front shock
absorbersRear shock absorbers.... Heavy-duty rear shock
absorbers**Driveability****Brakes**

Brake type..... 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc
brakes

ABS brakes..... Four channel ABS brakes

Electronic parking brake. Electronic parking brake

ABS brakes..... 4-wheel antilock (ABS) brakes

Post collision braking system.... Ford Co-Pilot360 -
Post Collision Braking automatic post-
collision braking system**Brake Assistance**

Hill start assist..... Hill Start Assist

Brake assist system..... Brake assist system

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Price Level: 415

Selected Equip & Specs (cont'd)*Front Suspension*

Anti-roll bar front Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Double wishbone front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

*Steering*Steering Electric power-assist steering system
Steering type number of wheels.. 2-wheel steering system

Steering type Rack-pinion steering

Exterior*Front Wheels*

Front wheels diameter 17"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver

Material steel

Front Tires

Aspect 70

Diameter 17"

Sidewalls BSW

Speed S

Tread AS

Type P

Width 245mm

Rear Tires

Aspect 70

Diameter 17"

Sidewalls BSW

Speed S

Tread AS

Type P

Width 245mm

Body Exterior*Trailer*

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Price Level: 415

Selected Equip & Specs (cont'd)

Towing capability.....Trailer towing capability

Towing hitch.....Trailer hitch

Towing trailer sway.....Trailer sway control

Towing class.....Class IV tow rating

Towing wiring harness.....Trailer wiring harness

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

Body

Body panels.....Aluminum body panels with side impact beams

Spare Tire

Spare tire.....Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Wheels

Wheel covers.....Wheel hub covers

Convenience**Door Locks**

Door locks.....Power door locks with 2 stage unlocking

Keyfob door locks.....Keyfob activated front door locks

All-in-one keyAll-in-one remote fob and ignition key

Auto door locks.....Auto-locking doors

Tailgate control.....Power tailgate/rear door lock

Cruise Control

Cruise control.....Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls.....FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror.....Day/Night rearview mirror

Exterior Mirrors

Door mirrors.....Power door mirrors

Folding door mirrorsManual folding door mirrors

Heated door mirrors.....Heated driver and passenger side door mirrors

Front Side Windows

First-row windows.....Power first-row windows

Overhead Console

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Price Level: 415

**Selected Equip & Specs (cont'd)**

Overhead console..... Mini overhead console

Overhead console storage..... Overhead console storage

Passenger Visor

Visor passenger mirror.... Passenger visor mirror

Power Outlets

12V power outlets..... 1 12V power outlet

Pickup Box

Box storage..... Integrated pickup box storage

Easy lift tailgate Tailgate Assist easy lift tailgate

Rear Windshield

Rear windshield..... Fixed rear windshield

Storage

Door bins front Driver and passenger door bins

Number of beverage holders. 6 beverage holders

Beverage holders rear.... Rear beverage holders

Instrument panel storage.... Instrument panel bin

Door bins rear..... Rear door bins

Beverage holders..... Front beverage holders

Glove box..... Locking glove box

Dashboard storage..... Dashboard storage

Windows FeatureOne-touch up window..... Driver and passenger
one-touch up windowsOne-touch down window.... Driver and passenger
one-touch down windows**Windows Rear Side**Second-row windows..... Power second-row
windows**Miscellaneous**

Cabback insulator..... Cabback insulator

PRND in IP..... PRND in IP

Trip computer..... Trip computer

Over the air updates..... Over the air updates

Comfort**Climate Control**

Climate control..... Manual climate control

Rear under seat ducts... Rear under seat climate
control ducts

Cabin air filter..... Cabin air filter

Headliner

Headliner material..... Cloth headliner material

Headliner coverage..... Full headliner coverage

Floor Trim

Floor covering..... Full vinyl floor covering

Floor coverage..... Full floor coverage

Second-Row Seat Trim

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**2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)**

Price Level: 415

Selected Equip & Specs (cont'd)***Rear seat upholstery..... Vinyl rear seat upholstery**

Rear seatback upholstery... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic..... Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim**Seat Capacity**

Seating capacity..... 6

Front Seats

Front seat type..... Split-bench front seat

Driver seat direction..... Driver seat with 4-way directional controls

Driver seat fore/aft control..... Manual driver seat fore/aft control

Passenger seat direction... Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat..... Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints..... Height adjustable front seat head restraints

Front head restraint control..... Manual front seat head restraint control

Armrests front center... Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats..... Split-bench rear seat

Rear seats fixed or removable... Fixed rear seats

Folding second-row seats..... 60-40 folding rear seats

Rear seat direction..... Front facing rear seat

Rear seat folding position..... Fold-up rear seat cushion

Rear head restraints Height adjustable rear seat head restraints

Rear head restraint control..... Manual rear seat head restraint control

Number of rear head restraints... 3 rear seat head restraints

Front Seat Trim***Front seat upholstery..... Vinyl front seat upholstery*****Front seatback upholstery..... Vinyl front seatback upholstery****Interior Accents**

Interior accents..... Chrome interior accents

Gearshifter Material

Gearshifter material..... Urethane gear shifter material

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**2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)**

Price Level: 415

Selected Equip & Specs (cont'd)**Entertainment Features***LCD Displays*

Primary touchscreen display Primary touchscreen display

LCD primary display size 12 inch primary LCD display

Number of first-row LCD displays 2 total number of 1st row displays

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

Internet radio capability Internet radio capability

External memory SYNC 4 external memory control

RDS Radio data system (RDS)

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation*Instrumentation*

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer

Temperature display Exterior temperature display

Clock In-radio display clock

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

Transmission temperature gauge Transmission fluid temperature gauge

Oil pressure gauge Oil pressure gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Voltmeter Voltmeter

Gauge cluster display size (inches) 12.00

Instrumentation Warnings

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Price Level: 415

Selected Equip & Specs (cont'd)

Engine temperature warning .. Engine temperature warning
Low fuel warning Low fuel warning
Battery charge warning .. Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning .. Service interval indicator

Oil pressure warning Oil pressure warning
Low brake fluid warning .. Low brake fluid warning
Headlights on reminder .. Headlights on reminder
Door ajar warning Door ajar warning
Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Ford Co-Pilot360 - Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights
Multiple headlights Multiple enclosed headlights

DRL preference setting .. DRL preference setting

Auto high-beam headlights Auto High Beam auto high-beam headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light ... Variable instrument panel light

Lights

Running lights Daytime running lights
High mount stop light .. High mounted center stop light
Perimeter approach lighting Remote activated perimeter approach lighting

Interior courtesy lights Fade interior courtesy lights
Pickup box cargo light Pickup box cargo light

Technology and Telematics

Navigation

Integrated navigation Connected Navigation integrated navigation system with voice activation

Connectivity

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Price Level: 415



Selected Equip & Specs (cont'd)

Handsfree. SYNC 4 handsfree wireless device connectivity

Emergency SOS. SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access. FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports. 6 USB ports

Safety and Security

Airbags

Front impact airbag driver. Driver front impact airbag

Front impact airbag passenger. Passenger front impact airbag

Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Overhead airbags. Safety Canopy System curtain first and second-row overhead airbags

Smart device integration. SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Number of airbags. 6 airbags

Front side impact airbag driver. Seat mounted side impact driver airbag

Occupancy sensor. Airbag occupancy sensor

Seatbelts

3-point seatbelt. Rear seat center 3-point seatbelt

Seatbelt pretensioners. Front seatbelt pretensioners

Height adjustable seatbelts. Front height adjustable seatbelts

Seatbelt pretensioners number. 2 seatbelt pretensioners

Security System

Immobilizer. SecuriLock immobilizer

Security system. Security system

Remote panic alarm. Remote panic alarm

Active Driving Assistance

Lane departure. Lane Keeping Alert

Forward collision warning. Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection. Pre-Collision Assist with Pedestrian Detection

Blind spot. BLIS (Blind Spot Information System)

Rear collision warning. Reverse Brake Assist collision mitigation

Driver attention monitor. Driver Alert

Cameras

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Price Level: 415



Selected Equip & Specs (cont'd)

Rear camera Ford Co-Pilot360 - Reverse
Camera rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-roll

Parking Sensors

Parking sensors. Reverse Sensing System rear
parking sensors

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Price Level: 415

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (X1K)

\$41,180.00

Packages

Equipment Group 101A Standard

N/C

Includes:

- Engine: 2.7L V6 EcoBoost

Includes auto start-stop technology.

- Transmission: Electronic 10-Speed Automatic

Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.

- 3.55 Axle Ratio

- GVWR: 6,325 lbs Payload Package

- Tires: 245/70R17 BSW A/S

- Wheels: 17" Silver Steel

- Radio: AM/FM SiriusXM w/360L

Includes 6 speakers and auxiliary audio input jack.

- SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

Powertrain

Engine: 2.7L V6 EcoBoost

Included

Includes auto start-stop technology.

Transmission: Electronic 10-Speed Automatic

Included

Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.

3.55 Axle Ratio

Included

GVWR: 6,325 lbs Payload Package

Included

Wheels & Tires

Tires: 245/70R17 BSW A/S

Included

Wheels: 17" Silver Steel

Included

Seats & Seat Trim

Vinyl 40/20/40 Front Seat

N/C

Other Options

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)**

Price Level: 415

As Configured Vehicle (cont'd)

Description	MSRP
-------------	------

145" Wheelbase	STD
----------------	-----

Monotone Paint Application	STD
----------------------------	-----

Radio: AM/FM SiriusXM w/360L	Included
------------------------------	----------

*Includes 6 speakers and auxiliary audio input jack.***Includes:***- SYNC 4 w/Enhanced Voice Recognition*

Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

Fleet Options

Fleet Customer Powertrain Limited Warranty	N/C
--	-----

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

50 State Emissions System	STD
---------------------------	-----

Exterior Color

Oxford White	N/C
--------------	-----

Interior Color

Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
---	-----

SUBTOTAL	\$41,180.00
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Destination Charge	\$1,995.00
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TOTAL	\$43,175.00
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2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing \$43,175.00

Subtotal \$43,175.00

Pre-Tax Adjustments

Description MSRP

Fleet incentive pricing -\$1,300.00

Doc Fee \$129.00

Total \$42,004.00

Customer Signature

Acceptance Date

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Prepared by: CJ MITCHELL

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Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * 17 x 7.5-inch front and rear silver steel wheels
- * P245/70RS17 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 200A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 36.01 gal.

- * 12 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Auxiliary input jack
- * Internet radio capability
- * Vehicle body length: 231.7"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 3,750 lbs.
- * Standard ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

- * Class IV tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 610CCA
- * Battery run down protection
- * Driver selectable drivetrain mode
- * Connected Navigation integrated navigation system with voice activation
- * Steering wheel mounted audio controls
- * SiriusXM with 360L AM/FM/Satellite radio
- * Radio data system (RDS)
- * SYNC 4 external memory control
- * 3 month satellite trial subscription
- * Wheelbase: 145.0"
- * Tire/wheel capacity rear: 4,498 lbs.
- * Spring rating front: 3,300 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Equipment Group 101A Standard	\$41,180.00
Engine: 2.7L V6 EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
3.55 Axle Ratio	Included
GVWR: 6,325 lbs Payload Package	Included
Tires: 245/70R17 BSW A/S	Included
Wheels: 17" Silver Steel	Included
145" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM SiriusXM w/360L	Included
Fleet Customer Powertrain Limited Warranty	N/C
50 State Emissions System	STD
SYNC 4 w/Enhanced Voice Recognition	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Vinyl 40/20/40 Front Seat	N/C
SUBTOTAL	\$41,180.00

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Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

Major Equipment

- * Variable intermittent front windshield wipers
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * SecurILock immobilizer
- * Rear under seat climate control ducts
- * 60-40 folding rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Split-bench front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Vinyl front seat upholstery
- * 4-wheel disc brakes
- * Electronic parking brake
- * Hill Start Assist
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 6 airbags
- * Manual climate control
- * Fixed rear seats
- * Split-bench rear seat
- * Fold-up rear seat cushion
- * Manual rear seat head restraint control
- * 40-20-40 split-bench front seat
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel antilock (ABS) brakes
- * Brake assist system

As Configured Vehicle

Destination Charge	\$1,995.00
TOTAL	\$43,175.00

MSRP

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2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

Fuel Economy

City
20 mpg



Hwy
26 mpg

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12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

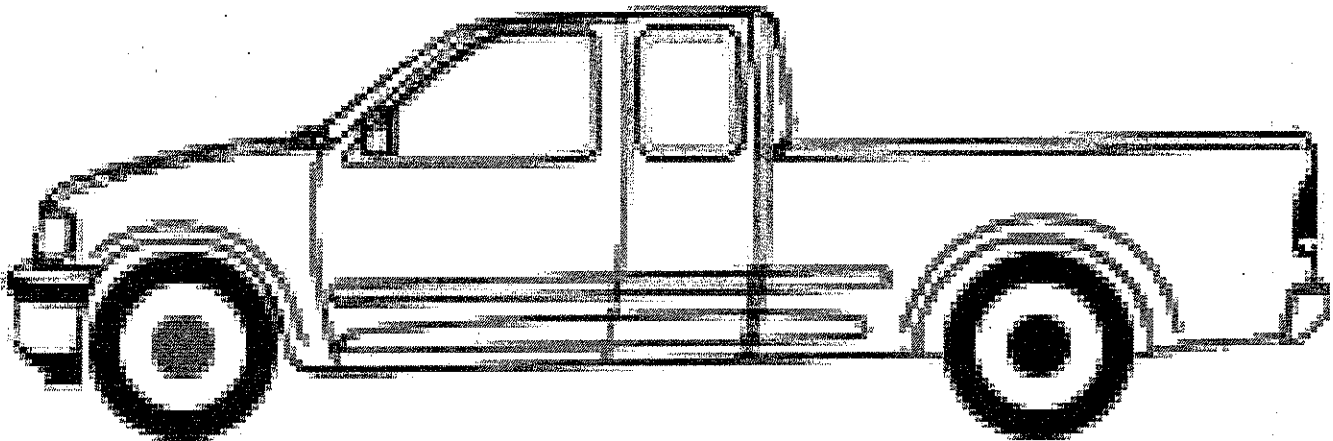
2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415



Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR..... 6,325 lbs

GVW..... Totals

1 Payload - (Added Equipment)..... 0 lbs

Occupants Weight..... 900 lbs

Curb Weight (as configured)..... 4,508 lbs

TOTAL..... **5,408 lbs**

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12/21/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-150 4x2 SuperCab 6.5' box 145" WB XL (X1K)

Price Level: 415

Vehicle Dimension and Performance Summary (cont'd)

Payload 1,805 lbs

Useable Payload 905 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)
Price Level: 420



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Quote ID: 12192023rj
Date: 12/22/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue, Fayetteville, Arkansas, 727033816
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/22/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023rj

**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 12192023rj 12/22/2023

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

ETA of March or April, I will call to see if I can have the orders picked up faster. Also, I do have some that are configured the same that should be here any day that may be available as well.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/22/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Front track: 63.4"
- Vehicle turning radius: 20.0'
- Total passenger volume: 98.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 36.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,145 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Rear track: 62.8"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- EcoBoost 2L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 250HP
- Spark ignition system
- Torque: 277 lb.-ft. @ 3000 RPM
- Auto stop-start engine
- 8-speed automatic
- All-wheel drive
- Easy Fuel capless fuel filler
- Permanent locking hub control
- Engine cylinders: I-4
- Horsepower: 250 HP @ 5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Automatic full-time AWD
- Recommended fuel: premium unleaded
- All-speed ABS and driveline traction control

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 22 mpg/28 mpg/24 mpg
- Fuel economy highway: 28 mpg
- Fuel economy combined: 24 mpg
- Fuel economy city: 22 mpg
- Gasoline secondary fuel type
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Short and long arm rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Rear anti-roll bar
- Electric power-assist steering system
- Driver selectable steering effort

Body Exterior

- * **Trailer wiring harness**
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Rear bumper step
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black rear window trim
- Body-coloured front bumper
- Black rear bumper
- Grille with metal-look bar
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear grey aluminum wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Keyfob trunk control
- Power first-row windows
- Integrated pickup box storage
- Fixed rear windshield
- Front beverage holders
- 14 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Dashboard storage
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Driver foot rest
- Standard glove box
- Rear beverage holders
- 1 seatback storage pocket
- Rear door bins
- Instrument panel bin
- Retained accessory power
- Trip computer

Comfort

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

- Automatic climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Premium cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Cabin air filter
- Cloth headliner material
- Full carpet floor covering
- Carpet front floor mats
- Carpet rear seatback upholstery
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Fixed rear head restraints
- Premium cloth front seat upholstery
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Rear bench seat
- Rear seat center armrest

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- Speakers number: 6
- Steering wheel mounted audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- External memory control
- Standard grade speakers
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Trip odometer
- Compass
- Driver information center
- SmartGauge with EcoGuide ECO feedback display gauge
- Tachometer
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- Redundant digital speedometer
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

- Fixed interval front windshield wipers
- Illuminated entry
- LED daytime running lights
- Pickup box cargo light
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- 2 USB ports
- Apple CarPlay and Android Auto smart device mirroring

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Automatic Emergency Braking (AEB) forward collision mitigation
- Rear mounted camera
- Manual rear child safety door locks
- Pre-Collision Assist with Pedestrian Detection
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Dimensions**General Weights**

Curb weight.....	3,693 lbs.	GVWR.....	5,180 lbs.
Payload.....	1,500 lbs.		

Trailing Weights

Conventional capacity.....	2,000 lbs.	GCWR.....	6,145 lbs.
----------------------------	------------	-----------	------------

Off Road

Min ground clearance.....	8.6"	Loading floor height.....	30.1"
Approach angle.....	21.6	Departure angle.....	21.2

Exterior Measurements

Vehicle body length.....	199.7"	Vehicle body width.....	72.6"
Vehicle body height.....	68.7"	Wheelbase.....	121.1"
Cargo box length.....	54.4"	Cargo box min width.....	42.6"
Cargo box volume.....	33.3 cu.ft.	Pickup box depth.....	20.3"
Cargo box max width.....	53.3"	Cargo box max length.....	72.0"

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

Cargo box tailgate width..... 49.8"
Front track..... 63.4"
Vehicle turning radius..... 20.0'

Cargo box length feet..... 4.5
Rear track..... 62.8"
Front bumper to back of cab..... 137.6"

Interior Volume

Total passenger volume..... 98.3 cu.ft.

Headroom

Headroom first-row..... 40.3"

Headroom second-row..... 39.6"

Legroom

Leg room first-row..... 42.8"

Leg room second-row..... 36.9"

Shoulder Room

Shoulder room first-row..... 57.3"

Shoulder room second-row..... 55.6"

Hip Room

Hip room first-row..... 55.4"

Hip room second-row..... 54.1"

Powertrain**Engine**

Engine..... EcoBoost 2L I-4 gasoline direct
injection, DOHC, Ti-VCT variable valve
control, intercooled turbo, engine with
250HP

Valves per cylinder..... 4

Engine cylinders..... I-4
Ignition..... Spark ignition system

Engine location..... Front mounted engine
Engine mounting direction..... Transverse mounted
engine

Engine block material..... Aluminum engine block

Cylinder head material..... Aluminum cylinder head

Engine Specs

Displacement..... 2.0L
Bore..... 3.44"
Compression ratio..... 9.3

cc..... 122 cu.in.
Stroke..... 3.27"
SAEJ1349..... AUG2004 compliant

Engine Power

Horsepower..... 250 HP@5500 RPM

Torque..... 277 lb.-ft.@3000 RPM

Alternator

Alternator amps..... 150A

Alternator type..... Regenerative alternator

Battery

Battery amps..... 70Ah
Battery rating..... 700CCA

Battery type..... Lead acid battery
Battery run down protection..... Battery run down
protection

Engine Extras

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/22/2023

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

Radiator.....Radiator
Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission.....8-speed automatic

Overdrive transmission... Overdrive transmission
First gear ratio.....4.69
Third gear ratio.....3.01
Fifth gear ratio.....1.45
Reverse gear ratio.....2.96
Eighth gear ratio.....0.62

Drive Type

4WD type.....Automatic full-time AWD

Drivetrain

Axle ratio.....3.63

Exhaust

Tailpipe.....Stainless steel single exhaust

Fuel

Fuel type.....premium unleaded

Fuel Tank

Capless fuel filler... Easy Fuel capless fuel filler

Drive Feature

Traction control... All-speed ABS and driveline traction control

Start-stop engine.....Auto stop-start engine

Transmission electronic control.....Transmission electronic control

Lock-up transmission.....Lock-up transmission

Second gear ratio.....3.31

Fourth gear ratio.....1.92

Sixth gear ratio.....1

Seventh gear ratio.....0.75

Selectable mode transmission... Selectable mode transmission

Drive type.....All-wheel drive

Fuel tank capacity.....16.51 gal.

Locking hub control.....Permanent locking hub control

Fuel Economy and Emissions**Fuel Economy**

Secondary fuel type... Gasoline secondary fuel type

Fuel economy city.....22 mpg

Fuel economy (city/highway/combined) 22 mpg/28 mpg/24 mpg

Fuel economy combined.....24 mpg

Fuel economy highway.....28 mpg

Fuel economy status.....Previous year fuel economy status

Emissions

Emissions.....LEV3-ULEV50 emissions

Emissions tiers.....Tier 3 Bin 50 emissions

Green Values

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/22/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

Energy Impact Score (Barrels per year) 12.4

Carbon FP / Tailpipe and upstream total GHG (CO₂,
tons per year) 7.4**Suspension and Handling***Suspension*

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front
shock absorbersRear shock absorbers Gas-pressurized rear
shock absorbers**Driveability***Brakes*

Brake type 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc
brakes

ABS brakes Four channel ABS brakes

Electronic parking brake. Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system .. Ford Co-Pilot360 -
Post Collision Braking automatic post-
collision braking system*Brake Assistance*

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front Independent front
suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar

Suspension type rear Short and long arm rear
suspensionSuspension ride type rear Independent rear
suspension*Steering*

Steering Electric power-assist steering system

Steering type Rack-pinion steering

Speed sensitive steering . Speed sensitive power
steeringDriver selectable steering effort . Driver selectable
steering effortSteering type number of wheels . 2-wheel steering
system

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)**Exterior***Front Wheels*

Front wheels diameter.....17"

Front wheels width.....7"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7"

Front And Rear Wheels

Appearance.....grey

Material.....aluminum

Front Tires

Aspect.....65

Diameter.....17"

Sidewalls.....BSW

Speed.....H

Tread.....AS

Type.....P

Width.....225mm

Rear Tires

Aspect.....65

Diameter.....17"

Sidewalls.....BSW

Speed.....H

Tread.....AS

Type.....P

Width.....225mm

Body Exterior*Trailer*

* Towing capability.....Trailer towing capability

* Towing class.....Class I tow rating

* Towing hitch.....Trailer hitch

* Towing wiring harness.....Trailer wiring harness

Towing trailer sway.....Trailer sway control

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

*Body*Body panels.....Galvanized steel and aluminum
body panels with side impact beams*Mirrors*Convex spotter.....Convex spotter in driver and
passenger side door mirrors*Spare Tire*

Spare tire.....Compact spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Convenience

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)*Door Locks*

Door locks Power door locks with 2 stage unlocking

All-in-one keyAll-in-one remote fob and ignition key

Tailgate control Power tailgate/rear door lock

Keyfob door locks ... Keyfob activated door locks

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Keyfob cargo controls Keyfob trunk control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor passenger expandable coverage .. Passenger visor with expandable coverage

Power Outlets

12V power outlets 2 12V power outlets

Pickup Box

Box storage Integrated pickup box storage

Pedals

Driver foot rest Driver foot rest

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Superintendent, City of Fayetteville

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12/22/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)*Rear Windshield*

Rear windshield..... Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 14 beverage holders
Beverage holders rear..... Rear beverage holders
Instrument panel storage..... Instrument panel bin
Seatback storage pockets..... 1 seatback storage pocket

Door bins rear..... Rear door bins
Beverage holders..... Front beverage holders
Glove box..... Standard glove box
Dashboard storage..... Dashboard storage
Under seat tray rear..... Rear under seat tray

Windows Feature

One-touch down window..... Driver one-touch down window

Windows Rear Side

Second-row windows..... Power second-row windows

Miscellaneous

Trip computer..... Trip computer
Accessory power..... Retained accessory power

PRND in IP..... PRND in IP

Comfort*Climate Control*

Climate control..... Automatic climate control
Rear under seat ducts..... Rear under seat climate control ducts

Cabin air filter..... Cabin air filter

Headliner

Headliner material..... Cloth headliner material

Headliner coverage..... Full headliner coverage

Door Trim

Door panel insert..... Coloured door panel insert

Floor Trim

Floor covering..... Full carpet floor covering
Floor mats..... Carpet front floor mats

Floor coverage..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery..... Premium cloth rear seat upholstery

Rear seatback upholstery..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic..... Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

Steering wheel tilt . Manual tilting steering wheel

Seats and Trim*Seat Capacity*

Seating capacity..... 5

*Front Seats*Driver seat direction..... Driver seat with 6-way
directional controlsDriver seat fore/aft control..... Manual driver seat
fore/aft control

Split front seats..... Bucket front seats

Passenger seat fore/aft control Manual passenger
seat fore/aft controlFront head restraint control..... Manual front seat
head restraint control

Reclining driver seat Manual reclining driver seat

Height adjustable driver seat..... Manual height
adjustable driver seatPassenger seat direction..... Front passenger seat
with 4-way directional controlsReclining passenger seat..... Manual reclining
passenger seatFront head restraints..... Height adjustable front
seat head restraints

Armrests front center..... Front seat center armrest

Rear Seats

Bench seats..... Rear bench seat

Folding second-row seats..... Full folding rear seats

Rear seat folding position..... Fold forward rear
seatbackNumber of rear head restraints... 3 rear seat head
restraints

Rear seats fixed or removable..... Fixed rear seats

Rear seat direction..... Front facing rear seat

Rear head restraints..... Fixed rear head restraints

Armrests rear..... Rear seat center armrest

*Front Seat Trim*Front seat upholstery... Premium cloth front seat
upholsteryFront seatback upholstery... Cloth front seatback
upholstery*Interior Accents*

Interior accents..... Other interior accents

*Gearshifter Material*Gearshifter material..... Urethane gear shifter
material**Entertainment Features***LCD Displays*Primary touchscreen display Primary touchscreen
displayLCD primary display size..... 8 inch primary LCD
displayNumber of first-row LCD displays 2 total number of
1st row displays

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2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)*Radio Features*External memory..... External memory control
RDS..... Radio data system (RDS)

Seek scan..... Seek scan

Speakers

Speakers..... Standard grade speakers

Speakers number..... 6

*Audio Features*Steering mounted audio control..... Steering wheel
mounted audio controls
Wireless streaming..... Wireless audio streaming

Speed sensitive volume..... Speed sensitive volume

Lighting, Visibility and Instrumentation*Instrument Panel Trim*

Panel insert..... Coloured instrument panel insert

Instrumentation

Trip odometer..... Trip odometer

Instrumentation display..... Analog instrumentation
display*Instrumentation Displays*

Speedometer..... Redundant digital speedometer

Temperature display..... Exterior temperature
displayDriver information center..... Driver information
center

Clock..... In-radio display clock

Compass..... Compass

Eco feedback..... SmartGauge with EcoGuide
ECO feedback display gauge*Instrumentation Gauges*

Tachometer..... Tachometer

Engine/electric motor temperature
gauge..... Engine/electric motor temperature
gauge

Gauge cluster display size (inches)..... 4.20

*Instrumentation Warnings*Engine temperature warning..... Engine temperature
warning

Oil pressure warning..... Oil pressure warning

Low fuel warning..... Low fuel warning

Low washer fluid warning..... Low washer fluid
warning

Low brake fluid warning..... Low brake fluid warning

Battery charge warning..... Battery charge warning

Headlights on reminder..... Headlights on reminder

Key in vehicle warning..... Key in vehicle warning

Bulb warning..... Bulb failure warning

Door ajar warning..... Door ajar warning

Trunk warning..... Rear cargo ajar warning

Service interval warning..... Intelligent Oil-Life
Monitor service interval indicator

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**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

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Selected Equip & Specs (cont'd)

Low tire pressure warning.....Tire specific low air pressure warning

Glass

Tinted windows..... Deep tinted windows

HeadlightsHeadlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control

Delay off headlights..... Delay-off headlights

DRL preference setting... DRL preference setting

Front Windshield

Wipers... Fixed interval front windshield wipers

Interior Lighting

Illuminated entry..... Illuminated entry

Front reading lights..... Front reading lights

Lights

Running lights..... LED daytime running lights

High mount stop light... High mounted center stop light

Headlight type..... Aero-composite headlights
Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Variable panel light... Variable instrument panel light

Interior courtesy lights..... Fade interior courtesy lights

Pickup box cargo light..... Pickup box cargo light

Technology and Telematics**Connectivity**

Handsfree..... Bluetooth handsfree wireless device connectivity

Smart device integration..... Apple CarPlay and Android Auto smart device mirroring

USB Ports

USB ports..... 2 USB ports

Safety and Security**Airbags**

Front impact airbag driver..... Driver front impact airbag

Front impact airbag passenger..... Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Number of airbags..... 7 airbags

Knee airbag..... Driver side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

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Price Level: 420 | Quote ID: 12192023rj

Selected Equip & Specs (cont'd)

Occupancy sensor..... Airbag occupancy sensor

Overhead airbags..... Safety Canopy System
curtain first and second-row overhead
airbags

Seatbelts

3-point seatbelt..... Rear seat center 3-point
seatbelt

Height adjustable seatbelts..... Front height
adjustable seatbelts

Seatbelt pretensioners..... Front and rear seatbelt
pretensioners

Seatbelt pretensioners number..... 4 seatbelt pre-
tensioners

Security System

Immobilizer..... SecuriLock immobilizer

Remote panic alarm..... Remote panic alarm

Security system..... Security system

Active Driving Assistance

Forward collision warning..... Automatic Emergency
Braking (AEB) forward collision mitigation

Pedestrian detection..... Pre-Collision Assist with
Pedestrian Detection

Cameras

Rear camera..... Rear mounted camera

Traction Control

Electronic stability control..... AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-roll

Occupant Safety

Child door locks..... Manual rear child safety door
locks

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

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Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (W8J)	\$26,315.00
--------------------------	-------------

Packages

Equipment Group 300A Standard	\$2,220.00
-------------------------------	------------

Includes:

- Engine: 2.0L EcoBoost
- Transmission: 8-Speed Automatic
- 3.63 Axle Ratio
- GVWR: 5,180 lbs
- Tires: P225/65R17 A/S BSW
- Wheels: 17" Carbonized Gray Painted Aluminum
- Unique Cloth Front Bucket Seats
- Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.
- Radio: AM/FM Stereo w/6 Speakers
- Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.

Powertrain

Engine: 2.0L EcoBoost	Included
Transmission: 8-Speed Automatic	Included
3.63 Axle Ratio	Included
GVWR: 5,180 lbs	Included

Wheels & Tires

Tires: P225/65R17 A/S BSW	Included
Wheels: 17" Carbonized Gray Painted Aluminum	Included

Seats & Seat Trim

Unique Cloth Front Bucket Seats	Included
<i>Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.</i>	

Other Options

121" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
<i>Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.</i>	

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/22/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)**

Price Level: 420 | Quote ID: 12192023rj

As Configured Vehicle (cont'd)

Description	MSRP
Trailer Hitch Receiver w/4-Pin Connector	\$100.00
Emissions	
50-State Emissions System	STD
Exterior Color	
Oxford White	N/C
Interior Color	
Navy Pier/Medium Slate w/Unique Cloth Front Bucket Seats or Unique Cloth Front Bucket Seats w/Black Appearance	N/C
Upfit Options	
Tool Box	\$400.00
Ladder	\$885.00
SUBTOTAL	\$29,920.00
Destination Charge	\$1,595.00
TOTAL	\$31,515.00

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2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023rj

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$31,515.00
Subtotal	\$31,515.00
<i>Pre-Tax Adjustments</i>	
Description	MSRP
Doc Fee	\$129.00
Total	\$31,644.00

Customer Signature

Acceptance Date

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 12/22/2023



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2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023rj

Major Equipment

(Based on selected options, shown at right)
 8-speed automatic

- * 17 x 7-inch front and rear grey aluminum wheels
- * P225/65R17 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 150A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 16.51 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Radio data system (RDS)
- * Vehicle body length: 199.7"
- * Standard ride suspension
- * Power door mirrors
- * DRL preference setting
- * Deep tinted windows
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Driver front impact airbag

Exterior: Oxford White
 Interior: Navy Pier/Medium Slate w/Unique Cloth Front Bucket Seats or Unique Cloth Front Bucket Seats w/Black Appearance

- * Class I tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 700CCA
- * Battery run down protection
- * Driver selectable drivetrain mode
- * 8 inch primary LCD display
- * Wireless audio streaming
- * Seek scan
- * External memory control
- * Wheelbase: 121.1"
- * Trip computer
- * Manual folding door mirrors
- * LED daytime running lights
- * Fixed interval front windshield wipers
- * Manual rear child safety door locks
- * Seat mounted side impact driver airbag

As Configured Vehicle

STANDARD VEHICLE PRICE	\$26,315.00
Equipment Group 300A Standard	\$2,220.00
Engine: 2.0L EcoBoost	Included
Transmission: 8-Speed Automatic	Included
3.63 Axle Ratio	Included
GVWR: 5,180 lbs.	Included
Tires: P225/65R17 A/S BSW	Included
Wheels: 17" Carbonized Gray Painted Aluminum	Included
Unique Cloth Front Bucket Seats	Included
121" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
50-State Emissions System	STD
Oxford White	N/C
Navy Pier/Medium Slate w/Unique Cloth Front Bucket Seats or Unique Cloth Front Bucket Seats w/Black Appearance	N/C
Trailer Hitch Receiver w/4-Pin Connector	\$100.00

SUBTOTAL	\$28,635.00
Destination Charge	\$1,595.00

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2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023rj

Major Equipment

	As Configured Vehicle	MSRP
* Passenger front impact airbag	* Seat mounted side impact front passenger airbag	
* Airbag occupancy sensor	* 7 airbags	
* SecuriLock immobilizer	* Automatic climate control	
* Rear under seat climate control ducts	* Fixed rear seats	
* Full folding rear seats	* Rear bench seat	
* Front facing rear seat	* Fold forward rear seatback	
* Fixed rear head restraints	* 3 rear seat head restraints	
* Rear seat center armrest	* Bucket front seats	
* Driver seat with 6-way directional controls	* Front passenger seat with 4-way directional controls	
* Height adjustable front seat head restraints	* Manual front seat head restraint control	
* Front seat center armrest	* Manual reclining driver seat	
* Manual height adjustable driver seat	* Manual driver seat fore/aft control	
* Manual reclining passenger seat	* Manual passenger seat fore/aft control	
* Premium cloth front seat upholstery	* Cloth front seatback upholstery	
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes	
* Electronic parking brake	* Brake assist system	
* Hill Start Assist		
	TOTAL	\$30,230.00

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Superintendent, City of Fayetteville
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12/22/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023hj

Fuel Economy

City
22 mpg



Hwy
28 mpg

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/22/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

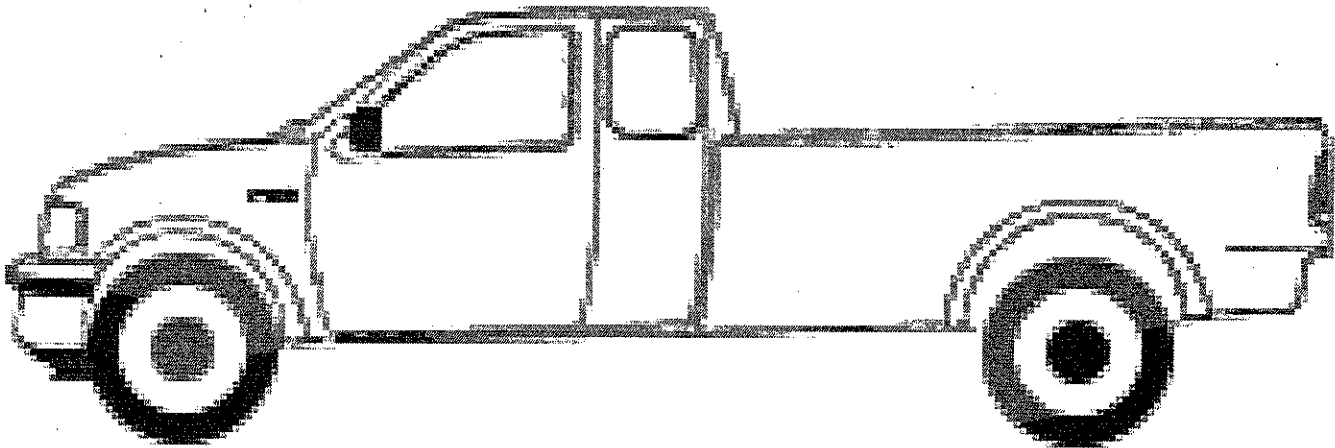


2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023rj

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 5,180 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 3,693 lbs

TOTAL **4,443 lbs**

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2024 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 420 | Quote ID: 12192023rj



Vehicle Dimension and Performance Summary (cont'd)

Payload 1,500 lbs

Useable Payload 750 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Lewis Ford Automotive Group Fleet and Commercial Sales

CJ Mitchell | 479-871-9260 | cj.mitchell@lewisauto group.com

City of Fayetteville

Prepared For: Ross Jackson

[Fleet]2024 Maverick XLT AWD Ladder Rack and Toolbox

Mr. Ross Jackson,

Quote on Ladder Rack 800 lbs. weight capacity with Installation

Ladder Rack installed. \$885.00

Quote on Chest style toolbox to be installed up next to the cab.

Toolbox. \$400.00

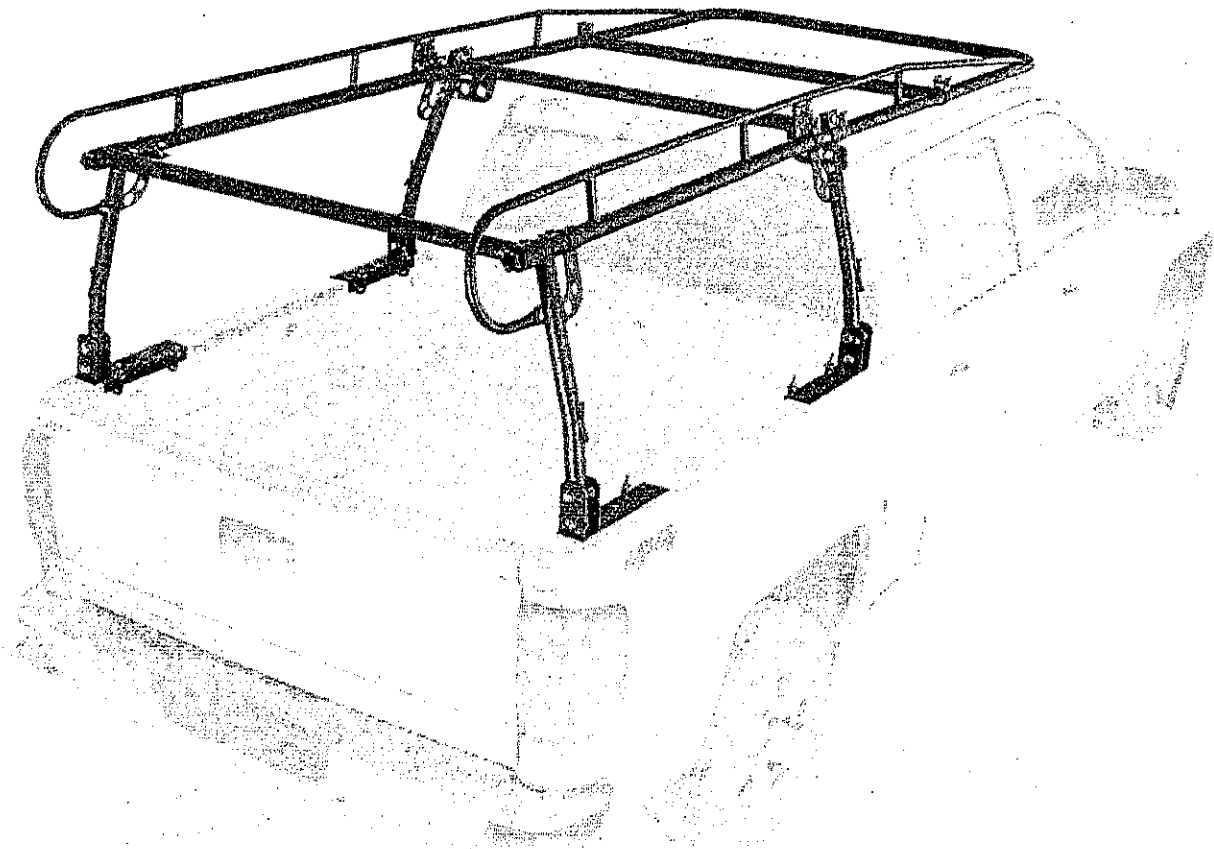
Total for upfit for one Maverick. \$1285.00

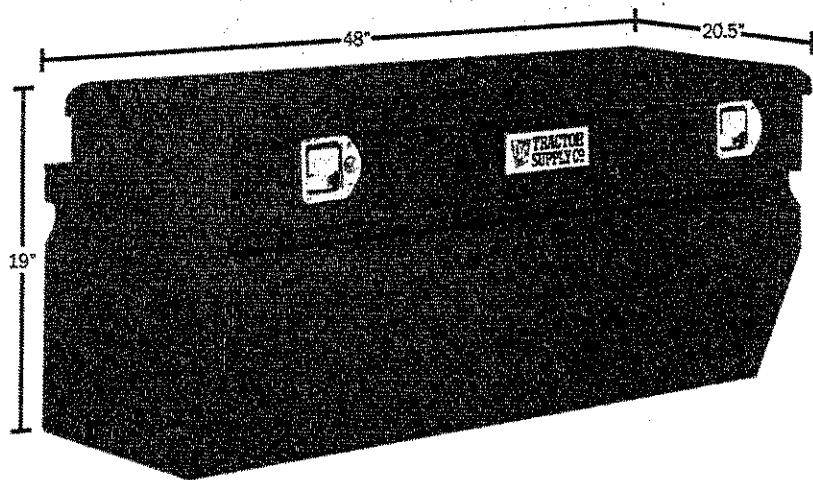
To upfit two Mavericks would be. \$2570.00

Thank You,

A handwritten signature in cursive script that reads "CJ Mitchell".

CJ Mitchell







MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: FORD RE-ORDER - REPEAL 69-23:

RECOMMENDATION:

A RESOLUTION TO REPEAL RESOLUTION NO. 69-23 AND AUTHORIZE THE PURCHASE OF (2) VEHICLES FROM LEWIS FORD SALES OF FAYETTEVILLE AR IN THE AMOUNT OF \$112,202.34 AND (2) VEHICLES FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS AR FOR THE AMOUNT OF \$83,771 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Resolution 69-23 was approved March 21st 2023, however due to supply chain issues, Ford had to cancel government orders affecting this purchase.

2165 is a 2013 Ford F150 with a current FASTER score of 15 points.

2160 is a 2013 Ford F250 with a current FASTER score of 14.4 points.

Unit 2284 is an approved 2023 expansion Ford F250 for the Parks Department.

Unit 1418 is an approved 2023 expansion Ford Escape for Community Resources.

DISCUSSION:

Council approves a resolution to repeal resolution 69-23 and authorize the purchase of these (4) vehicles from two different local dealers. Unit 2165 will be replaced with a Ford Explorer. Unit 2160 will be replaced with a Ford F250 with a utility body. Both expansion units 2284 PRKS_F080 and 1418 ANSV_F004 were approved with the 2023 budget by City Council.

BUDGET/STAFF IMPACT:

These items were unanimously re-approved at the January 9th Equipment Committee. A budget adjustment is being presented for your approval.

ATTACHMENTS: SRF (#3), BA (#4), AWARD Lewis F250 Utility Body 4x4 \$71,947.34, 2160-2283 (#5), AWARD Lewis Ford Explorer 4x4 \$40,255, 2165-1419 (#6), AWARD 2024 F250 CREW CAB 8FT BED \$53,076.00, EXP-2284 (#7), AWARD 2024 Ford Escape BASE AWD \$30,695.00, EXP-1418 (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-10

FORD RE-ORDER - REPEAL 69-23:

A RESOLUTION TO REPEAL RESOLUTION NO. 69-23; TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FROM LEWIS FORD OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$112,202.34; TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS IN THE TOTAL AMOUNT OF \$83,771.00; TO AUTHORIZE A CONTINGENCY FOR ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE; AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Resolution 69-23 was passed March 21, 2023 approving the purchase of five vehicles from Lewis Ford in Fayetteville but, due to supply chain issues, Ford had to cancel government orders including this purchase; and

WHEREAS, Ordinance 6491, passed by the City Council on October 5, 2021, waived competitive bidding for the purchase of new vehicles but authorized the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

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 repeals Resolution No. 69-23.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of two vehicles from Lewis Ford of Fayetteville in the total amount of \$112,202.34.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of two vehicles from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of \$83,771.00.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby approves a contingency for any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-10

Item ID

2/6/2024

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

Ross Jackson

1/9/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO REPEAL RESOLUTION NO. 69-23 AND AUTHORIZE THE PURCHASE OF (2) VEHICLES FROM LEWIS FORD SALES OF FAYETTEVILLE AR IN THE AMOUNT OF \$112,202.34 AND (2) VEHICLES FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS AR FOR THE AMOUNT OF \$83,771 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2023

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,247,906.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,247,906.00

Does item have a direct cost? Yes

Item Cost

\$ 195,973.34

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 62,000.00

Remaining Budget

\$ 1,113,932.66

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2024	/Org2		
	Requestor:	Chelsey Voden	

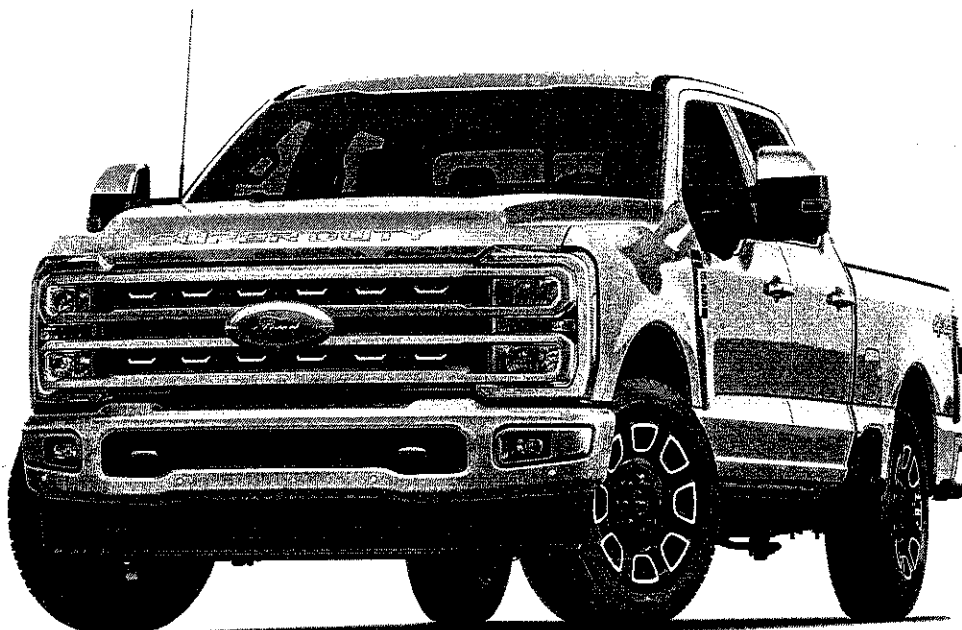
Due to unforeseen increases in purchasing costs, the budget for 4 items being purchased in this project were under budgeted. There is sufficient funds in 02082.2023 for this difference and it will not effect any future purchases. Two items are expansions and require additional funds from the general fund fund balance, ANSV_F004 and PRKS_F080.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-10
		<i>Holly Black</i>
		<i>1/17/2024 11:51 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)
Price Level: 420



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 12/01/2023



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420



**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 12/01/2023

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420

Selected Equip & Specs

Dimensions

- Conventional Capacity: 13,800 lbs.
- Fifth-wheel towing capacity: 13,600 lbs.
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0
- Vehicle body width: 80.0"
- Wheelbase: 176.0"
- Rear track: 67.2"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Rear brake diameter: 14.3"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 13,800 lbs.
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 266.2"
- Vehicle body height: 81.3"
- Front track: 68.3"
- Vehicle turning radius: 28.9'
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Front brake diameter: 14.3"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Auto locking hub control
- * Driver selectable rear locking differential
- Engine cylinders: V-8
- Spark ignition system
- Torque: 445 lb.-ft. @4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Electronic transfer case shift

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black rear bumper
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Conventional right rear passenger door
- LT245/75RS17 AS BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Over the air updates
- Keyfob activated door locks
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Rear reading lights
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Dimensions**General Weights**

Curb weight 6,699 lbs.
GVWR 10,000 lbs.

Rear curb weight 2,718 lbs.
Payload 3,260 lbs.

Trailer Weights

Fifth-wheel towing capacity 13,600 lbs.
Conventional capacity 13,800 lbs.

Gooseneck towing capacity 13,800 lbs.
GCWR 21,000 lbs.

Front Weights

Front curb weight 3,981 lbs.
Axle capacity front 6,000 lbs.
Tire/wheel capacity front 6,390 lbs.

* **GAWR front** **4,800 lbs.**
* **Spring rating front** **4,800 lbs.**

Rear Weights

GAWR rear 6,340 lbs.
Spring rating rear 6,340 lbs.

Axle capacity rear 6,200 lbs.
Tire/wheel capacity rear 6,390 lbs.

Off Road

Min ground clearance 8.5"
Approach angle 17.4

Loading floor height 36.8"
Departure angle 20.8

Exterior Measurements

Vehicle body length 266.2"
Vehicle body height 81.3"
Cargo box length 98.1"
Cargo box min width 50.5"

Vehicle body width 80.0"
Wheelbase 176.0"
Front brake diameter 14.3"
Rear brake diameter 14.3"

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

Cargo box volume..... 78.5 cu.ft.
Cargo box max width..... 66.9"
Cargo box length feet..... 8.0
Rear track..... 67.2"
Cab to axle..... 56.1"
Frame yield strength (psi)..... 50000.0
Front bumper to back of cab..... 151.8"

Pickup box depth..... 21.1"
Cargo box tailgate width..... 60.5"
Front track..... 68.3"
Vehicle turning radius..... 28.9'
Frame section modulus..... 10.7 cu.in.
Front bumper to front axle..... 38.2"

Interior Measurements

Max interior rear cargo volume..... 52.1 cu.ft.

Interior rear cargo volume with seats folded..... 52.1 cu.ft.

Interior Volume

Total passenger volume..... 131.8 cu.ft.

Headroom

Headroom first-row..... 40.8"

Headroom second-row..... 40.4"

Legroom

Leg room first-row..... 43.9"

Leg room second-row..... 43.6"

Shoulder Room

Shoulder room first-row..... 66.7"

Shoulder room second-row..... 65.9"

Hip Room

Hip room first-row..... 62.5"

Hip room second-row..... 64.7"

Powertrain**Engine**

Engine 6.8L V-8 variable valve control, engine with 405HP

Valves per cylinder..... 2

Engine cylinders..... V-8

Injection type..... sequential MPI

Engine location..... Front mounted engine

Ignition..... Spark ignition system

Engine mounting direction..... Longitudinal mounted engine

Engine block material..... Iron engine block

Cylinder head material..... Aluminum cylinder head

Engine Specs

Displacement..... 6.8L

cc..... 415 cu.in.

Bore..... 4.22"

Stroke..... 3.68"

Compression ratio..... 10.8

SAEJ1349..... AUG2004 compliant

Engine Power

Horsepower..... 405 HP@5000 RPM

Torque..... 445 lb.-ft.@4000 RPM

Alternator

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

Alternator amps.....160A

Alternator type.....Regular duty alternator

Battery

Battery amps.....78Ah

Battery type.....HD lead acid battery

Battery rating.....750CCA

Battery run down protection.....Battery run down protection

Engine Extras

Radiator.....Radiator

Transmission

Transmission.....TorqShift 10-speed automatic

Transmission electronic control.....Transmission electronic control

Overdrive transmission...Overdrive transmission

Lock-up transmission.....Lock-up transmission

First gear ratio.....4.696

Second gear ratio.....2.985

Third gear ratio.....2.146

Fourth gear ratio.....1.769

Fifth gear ratio.....1.52

Sixth gear ratio.....1.275

Reverse gear ratio.....4.866

Seventh gear ratio.....1

Eighth gear ratio.....0.854

Ninth gear ratio.....0.689

Tenth gear ratio.....0.636

Stall ratio.....1.97

Selectable mode transmission...Selectable mode transmission

Sequential shift control.....SelectShift Sequential shift control

Transmission oil cooler...Transmission oil cooler

Drive Type

4WD type.....Part-time 4WD

Drive type.....Four-wheel drive

Drivetrain

Axle ratio.....3.73

Exhaust

Tailpipe.....Stainless steel single exhaust

Fuel

Fuel type.....regular unleaded

Fuel Tank

Fuel tank capacity.....48.00 gal.

Drive Feature

Traction control.....All-speed ABS and driveline traction control

Locking hub control.....Auto locking hub control

Transfer case.....Electronic transfer case shift

*** Rear locking differential Driver selectable rear locking differential****Fuel Economy and Emissions**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)*Fuel Economy*

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types E85 additional fuel types

Suspension and Handling*Suspension*

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability*Brakes*

Brake type 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front. Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels. 2-wheel steering system

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)**Exterior***Front Wheels*

Front wheels diameter.....17"

Front wheels width.....7.5"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7.5"

Front And Rear Wheels

Appearance.....argent

Material.....steel

Front Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Front wheel - RPM.....649

Rear Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Rear wheel - RPM.....649

Body Exterior*Trailer*

Towing capability.....Trailer towing capability

Towing class.....Class V tow rating

Towing hitch.....Trailer hitch

Towing wiring harness.....Trailer wiring harness

Towing brake controller.....Trailer brake controller

Towing trailer sway.....Trailer sway control

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

Body

Body panels.....Aluminum body panels with side impact beams

Mirrors

Convex spotter.....Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrors.....Turn signal indicator in door mirrors

Spare Tire

Spare tire.....Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Tires

Front tires LT load rating.....E

Rear tires LT load rating.....E

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420

Selected Equip & Specs (cont'd)

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks Power door locks with 2 stage
unlocking

Keyfob door locks .. Keyfob activated door locks

All-in-one keyAll-in-one remote fob and ignition
key

Tailgate control Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering
wheel mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect
smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview
mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and
passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console
storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pickup Box

Boxside steps Integrated side steps

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

Number of beverage holders... 8 beverage holders
Beverage holders rear... Rear beverage holders
Illuminated glove box... Illuminated glove box

Dashboard storage... Dashboard storage

Windows Feature

One-touch up window... Driver and passenger
one-touch up windows

Windows Rear Side

Second-row windows... Power second-row
windows

Miscellaneous

Trip computer... Trip computer
Accessory power... Retained accessory power

Beverage holders... Front beverage holders
Glove box... Illuminated locking glove box
Instrument panel storage... Instrument panel
covered bin

One-touch down window... Driver and passenger
one-touch down windows

PRND in IP... PRND in IP
Over the air updates... Over the air updates

Comfort**Climate Control**

Climate control... Manual climate control
Rear under seat ducts... Rear under seat climate
control ducts

Cabin air filter... Cabin air filter

Headliner

Headliner material... Cloth headliner material

Headliner coverage... Full headliner coverage

Floor Trim

Floor covering... Full vinyl floor covering

Floor coverage... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback
upholstery

Steering Wheel

Steering wheel telescopic... Manual telescopic
steering wheel
Steering wheel tilt... Manual tilting steering wheel

Steering wheel material... Urethane steering wheel

Seats and Trim**Seat Capacity**

Seating capacity... 6

Front Seats

Front seat type... Split-bench front seat

Driver seat direction... Driver seat with 4-way
directional controls

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420

Selected Equip & Specs (cont'd)

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen display

LCD primary display size 8 inch primary LCD display

Radio Features

External memory SYNC 4 external memory control

Speakers

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Front seatback upholstery Vinyl front seatback upholstery

Number of first-row LCD displays 2 total number of 1st row displays

Seek scan Seek scan

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Superintendent, City of Fayetteville

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**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

Speakers..... Standard grade speakers

Speakers number..... 4

Audio FeaturesSteering mounted audio control..... Steering wheel
mounted audio controls

Speed sensitive volume..... Speed sensitive volume

Voice activated audio..... SYNC 4 voice activated
audio controlsWireless streaming..... Bluetooth wireless audio
streaming**Lighting, Visibility and Instrumentation****Instrumentation**

Trip odometer..... Trip odometer

Instrumentation display..... Digital/analog
instrumentation displayConfigurable instrumentation gauges..... Configurable
instrumentation gauges**Instrumentation Displays**Temperature display..... Exterior temperature
displayDriver information center..... Driver information
center

Clock..... In-radio display clock

Compass..... Compass

Instrumentation Gauges

Tachometer..... Tachometer

Oil pressure gauge..... Oil pressure gauge

Transmission temperature gauge..... Transmission
fluid temperature gaugeEngine/electric motor temperature
gauge..... Engine/electric motor temperature
gauge

Gauge cluster display size (inches)..... 4.20

Engine hour meter..... Engine hour meter

Instrumentation WarningsEngine temperature warning..... Engine temperature
warning

Oil pressure warning..... Oil pressure warning

Low fuel warning..... Low fuel warning

Low brake fluid warning..... Low brake fluid warning

Battery charge warning..... Battery charge warning

Headlights on reminder..... Headlights on reminder

Key in vehicle warning..... Key in vehicle warning

Door ajar warning..... Door ajar warning

Service interval warning..... Service interval indicator

Low tire pressure warning..... Tire specific low air
pressure warning**Glass**

Tinted windows..... Light tinted windows

Headlights

Headlights..... Halogen headlights

Headlight type..... Aero-composite headlights

Auto headlights..... Autolamp auto on/off headlight
control

Multiple headlights..... Multiple enclosed headlights

Delay off headlights..... Delay-off headlights

DRL preference setting..... DRL preference setting

Front Windshield

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Superintendent, City of Fayetteville

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12/01/2023

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**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Selected Equip & Specs (cont'd)

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry

Front reading lights... Front reading lights

Variable panel light... Variable instrument panel light

Rear reading lights... Rear reading lights

Lights

Running lights... Daytime running lights

Interior courtesy lights... Fade interior courtesy lights

High mount stop light... High mounted center stop light

Pickup box cargo light... Pickup box cargo light

Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics*Connectivity*

Handsfree... SYNC 4 handsfree wireless device connectivity

Smart device integration... Smart device wireless mirroring

Emergency SOS... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports... 2 USB ports

Safety and Security*Airbags*

Front impact airbag driver... Driver front impact airbag

Number of airbags... 6 airbags

Front impact airbag passenger... Passenger front impact airbag

Front side impact airbag driver... Seat mounted side impact driver airbag

Front side impact airbag passenger... Seat mounted side impact front passenger airbag

Overhead airbags... Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt... Rear seat center 3-point seatbelt

Height adjustable seatbelts... Front height adjustable seatbelts

Security System

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2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420

Selected Equip & Specs (cont'd)

Immobilizer.....SecuriLock immobilizer

Remote panic alarm.....Remote panic alarm

Cameras

Rear camera.....Rear mounted camera

Traction Control

Electronic stability control....AdvanceTrac w/Roll

Stability Control electronic stability control
system with anti-roll

Occupant Safety

Child door locks...Manual rear child safety door
locks

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Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (W2B)

\$51,770.00

Packages

Order Code 600A

N/C

*Includes:**- Engine: 6.8L 2V DEVCT NA PFI V8 Gas**Flex fuel.**- Transmission: TorqShift-G 10-Speed Automatic**Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.**- GVWR: 10,000 lb Payload Package**- Tires: LT245/75R17E BSW A/S**Spare may not be the same as road tire.**- Wheels: 17" Argent Painted Steel**Includes painted hub covers/center ornaments.**- HD Vinyl 40/20/40 Split Bench Seat**Includes center armrest, cupholder, storage and driver's side manual lumbar.**- Radio: AM/FM Stereo w/MP3 Player**Includes 4 speakers.**- SYNC 4**Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.***Powertrain**

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Included

Flex fuel.

Transmission: TorqShift-G 10-Speed Automatic

Included

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.

Electronic-Locking w/3.73 Axle Ratio

\$430.00

GVWR: 10,000 lb Payload Package

Included

Wheels & Tires

Tires: LT245/75R17E BSW A/S

Included

Spare may not be the same as road tire.

Wheels: 17" Argent Painted Steel

Included

*Includes painted hub covers/center ornaments.***Seats & Seat Trim**

HD Vinyl 40/20/40 Split Bench Seat

Included

Includes center armrest, cupholder, storage and driver's side manual lumbar.

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**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

As Configured Vehicle (cont'd)

Description	MSRP
Other Options	
176" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
Fleet Options	
Fleet Customer Powertrain Limited Warranty	N/C
Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
Emissions	
50-State Emissions System	STD
Upfit Options	
SoundOff nRoads w handheld remote and strobes	\$3,977.34
Knapheide Service Body 796-2	\$14,375.00
SUBTOTAL	\$70,552.34
Destination Charge	\$1,995.00
TOTAL	\$72,547.34

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Superintendent, City of Fayetteville

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12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
	\$72,547.34
Subtotal	\$72,547.34
<i>Pre-Tax Adjustments</i>	
Description	MSRP
Fleet incentive pricing	-\$600.00
Total	\$71,947.34

Customer Signature

Acceptance Date

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2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420

Major Equipment

(Based on selected options, shown at right)
TorqShift 10-speed automatic

* 17 x 7.5-inch front and rear argent steel wheels	* Class V tow rating
* Front tires LT load rating: E	* LT245/75RS17 AS BSW front and rear tires
* Overdrive transmission	* Lock-up transmission
* Transmission electronic control	* Alternator Amps: 160A
* Stainless steel single exhaust	* All-speed ABS and driveline traction control
* Driver selectable rear locking differential	* Battery rating: 750CCA
* HD lead acid battery	* Battery run down protection.
* Injection Type: sequential MPI	* Fuel tank capacity: 48.00 gal.
* 8 inch primary LCD display	* Steering wheel mounted audio controls
* Bluetooth wireless audio streaming	* AM/FM stereo radio
* Seek scan	* SYNC 4 external memory control
* Vehicle body length: 266.2"	* Wheelbase: 176.0"
* Cab to axle: 56.1"	* Axle capacity rear: 6,200 lbs.
* Tire/wheel capacity rear: 6,390 lbs.	* Axle capacity front: 6,000 lbs.
* Spring rating front: 4,800 lbs.	* Firm ride suspension
* Trip computer	* Power door mirrors
* Heated driver and passenger side door mirrors	* Manual folding door mirrors
* DRL preference setting	* Daytime running lights
* Light tinted windows	* Variable intermittent front windshield wipers
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll	* Manual rear child safety door locks

As Configured Vehicle	MSRP
STANDARD VEHICLE PRICE	\$51,770.00
Order Code 600A	N/C
Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift-G 10-Speed Automatic	Included
GVWR: 10,000 lb Payload Package	Included
Tires: LT245/75Rx17E BSW AS	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
176" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
SYNC 4	Included
Electronic-Locking w/3.73 Axle Ratio	\$430.00
SUBTOTAL	\$52,200.00
Destination Charge	\$1,995.00
TOTAL	\$54,195.00

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Superintendent, City of Fayetteville

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Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420

Major Equipment

* Driver front impact airbag	* Seat mounted side impact driver airbag
* Passenger front impact airbag	* Seat mounted side impact front passenger airbag
* 6 airbags	* SecurILock immobilizer
* Manual climate control	* Rear under seat climate control ducts
* Fixed rear seats	* 60-40 folding rear seats
* Split-bench rear seat	* Front facing rear seat
* Fold-up rear seat cushion	* Height adjustable rear seat head restraints
* Manual rear seat head restraint control	* 3 rear seat head restraints
* 40-20-40 split-bench front seat	* Split-bench front seat
* Driver seat with 4-way directional controls	* Front passenger seat with 4-way directional controls
* Height adjustable front seat head restraints	* Manual front seat head restraint control
* Front seat center armrest	* Front seat armrest storage
* Manual reclining driver seat	* Manual driver seat fore/aft control
* Manual reclining passenger seat	* Manual passenger seat fore/aft control
* Vinyl front seat upholstery	* Vinyl front seatback upholstery
* Manual driver seat lumbar	* 4-wheel disc brakes
* 4-wheel antilock (ABS) brakes	* Brake assist system
* Hill Start Assist	

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420

Fuel Economy

City
N/A



Hwy
N/A

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

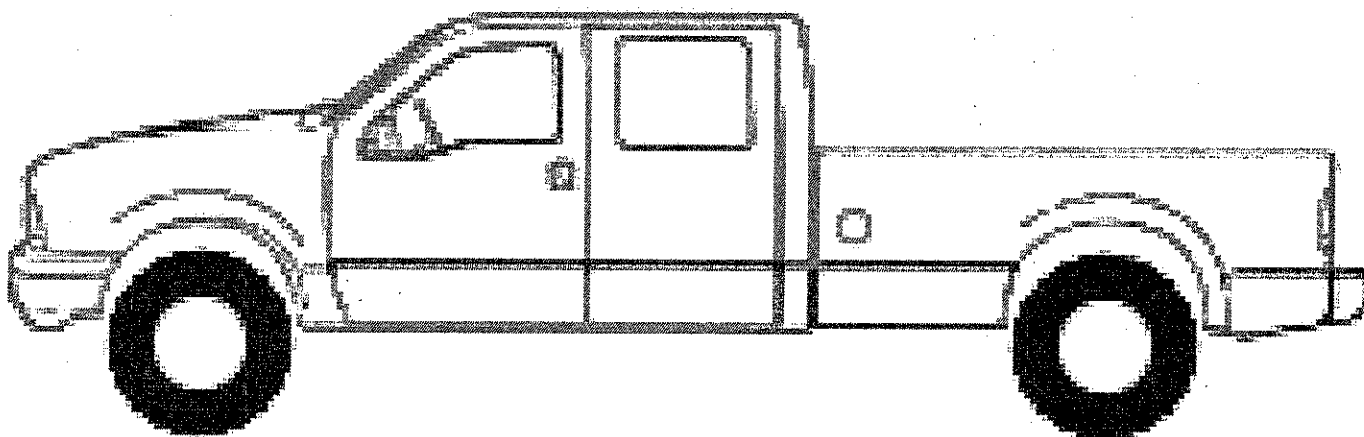
Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 420

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR..... 10,000 lbs

GVW..... Totals

1 Payload - (Added Equipment)..... 0 lbs

Occupants Weight..... 900 lbs

Curb Weight (as configured)..... 6,699 lbs

TOTAL..... 7,599 lbs

Payload..... 3,260 lbs

Useable Payload..... 2,360 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2024 Explorer 4dr 4x4 Base (K8B)
Price Level: 415



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-879-6221
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 12/01/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue, Fayetteville, Arkansas, 727033816
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 12/01/2023

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-879-6221

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415



Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,300 lbs.
- Vehicle body width: 78.9"
- Wheelbase: 119.1"
- Rear track: 66.9"
- Front brake diameter: 13.6"
- Interior rear cargo volume: 18.2 cu.ft.
- Max interior rear cargo volume: 87.8 cu.ft.
- Headroom first-row: 40.7"
- Headroom third-row: 38.9"
- Leg room second-row: 39.0"
- Shoulder room first-row: 61.8"
- Shoulder room third-row: 54.6"
- Hip room second-row: 59.1"
- Vehicle body length: 198.8"
- Vehicle body height: 70.2"
- Front track: 66.9"
- Turning radius (to curb): 19.4'
- Rear brake diameter: 12.6"
- Interior rear cargo volume with seats folded: 47.9 cu.ft.
- Total passenger volume: 152.7 cu.ft.
- Headroom second-row: 40.5"
- Leg room first-row: 43.0"
- Leg room third-row: 32.2"
- Shoulder room second-row: 61.9"
- Hip room first-row: 59.2"
- Hip room third-row: 40.9"

Powertrain

- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP
- Spark ignition system
- Torque: 310 lb.-ft. @ 3500 RPM
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Engine cylinders: I-4
- Horsepower: 300 HP @ 5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Intelligent 4WD automatic full-time 4WD
- Recommended fuel: premium unleaded
- Terrain Management System all-speed ABS and driveline traction control
- Auto locking hub control

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 20 mpg/27 mpg/23 mpg
- Fuel economy highway: 27 mpg
- Fuel economy combined: 23 mpg
- Fuel economy city: 20 mpg
- Gasoline secondary fuel type
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes

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12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Descent Control
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Rear anti-roll bar
- Electric power-assist steering system
- Driver selectable steering effort
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Multi-link rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Monotone paint
- Black wheel well trim
- Black windshield trim
- Black door handles
- Body-coloured rear bumper
- Black grille
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 7.5-inch front and rear silver aluminum wheels
- Clearcoat paint
- Black bodyside cladding
- Black side window trim
- Black rear window trim
- Body-coloured front bumper
- Black rear bumper rub strip
- Black door mirrors
- Conventional left rear passenger door
- Power liftgate rear cargo door
- P255/65RH18 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Keyfob trunk control
- Day/Night rearview mirror
- Full floor console
- Power cargo area access release
- Heated rear wiper park
- Fixed rear windshield
- Front beverage holders
- 10 beverage holders
- Driver and passenger door bins
- Retained accessory power
- Trip computer
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Driver foot rest
- Fixed interval rear windshield wipers
- Rear window defroster
- Locking glove box
- Rear beverage holders
- 2 seatback storage pockets
- Rear door bins
- PRND in IP
- Over the air updates

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

Selected Equip & Specs (cont'd)**Comfort**

- Automatic climate control
- Rear climate control system with separate controls
- Rear under seat climate control ducts
- Rear headliner/pillar climate control ducts
- Full headliner coverage
- Full carpet floor covering
- Carpet front and rear floor mats
- Carpet rear seatback upholstery
- Carpet third-row seatback upholstery
- Manual telescopic steering wheel
- Dual-zone front climate control
- Cabin air filter
- Voice-activated climate control
- Cloth headliner material
- Cloth door trim insert
- Full floor coverage
- Cloth rear seat upholstery
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 7
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Split-bench second-row seat
- Height adjustable rear seat head restraints
- Fixed third-row seats
- Third-row bench seat
- Manual fold into floor third-row seat
- Manual third-row head restraint control
- Piano black console insert
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed second-row seats
- Second-row seats with manual fore and aft
- Cloth front seat upholstery
- 50-50 folding third-row passenger seat
- Front facing third-row seat
- Height adjustable third-row head restraints
- 2 third-row head restraints

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- Internal storage capability
- 3 month satellite trial subscription
- Standard grade speakers
- SYNC 3 voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary LCD display
- SiriusXM AM/FM/Satellite radio
- AM radio
- SiriusXM satellite radio
- SYNC 3 external memory control
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

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2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415



Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

- Piano black and metal-look instrument panel insert
- Trip odometer
- Compass
- Driver information center
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Rear reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Tachometer
- Oil level gauge
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Illuminated entry
- Illuminated ignition switch
- LED daytime running lights
- LED brake lights

Technology and Telematics

- SYNC 3 911 Assist emergency SOS system via mobile device
- SYNC 3/Apple CarPlay/Android Auto smart device mirroring
- 2 USB ports
- Bluetooth handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first, second and third-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver and passenger side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Lane Keeping Alert
- Pre-Collision Assist with Pedestrian Detection
- Pre-Collision Assist with Pedestrian Detection
- Following distance alert
- Rear camera with washer
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 8 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Cross-Traffic Alert collision warning
- Driver Alert
- MyKey restricted driving mode
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

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**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

Selected Equip & Specs (cont'd)

- Reverse Sensing System rear parking sensors

- Manual rear child safety door locks

Dimensions**General Weights**

Curb weight 4,437 lbs.

GVWR 6,160 lbs.

Trailing Weights

Conventional capacity 5,300 lbs.

Off Road

Min ground clearance 8.2"

Loading floor height 32.8 "

Approach angle 20.1

Departure angle 22.0

Exterior Measurements

Vehicle body length 198.8"

Vehicle body width 78.9"

Vehicle body height 70.2"

Wheelbase 119.1"

Front brake diameter 13.6"

Rear brake diameter 12.6"

Front track 66.9"

Rear track 66.9"

Turning radius (to curb) 19.4'

Interior Measurements

Interior rear cargo volume 18.2 cu.ft.

Max interior rear cargo volume 87.8 cu.ft.

Interior cargo area height 32.8 "

Interior cargo length 83.9 "

Interior cargo area min width 48.1 "

Interior cargo area max width 59.0 "

Interior rear cargo volume with seats folded 47.9 cu.ft.

Length to rear seat 49.8 "

Length to 3rd row seat 20.8 "

Interior Volume

Total passenger volume 152.7 cu.ft.

Headroom

Headroom first-row 40.7"

Headroom second-row 40.5"

Headroom third-row 38.9"

Legroom

Leg room first-row 43.0"

Leg room second-row 39.0"

Leg room third-row 32.2"

Shoulder Room

Shoulder room first-row 61.8"

Shoulder room second-row 61.9"

Shoulder room third-row 54.6"

Hip Room

Hip room first-row 59.2"

Hip room second-row 59.1"

Hip room third-row 40.9"

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2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

**Selected Equip & Specs (cont'd)****Powertrain****Engine**

Engine EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP

Engine cylinders I-4

Ignition Spark ignition system

Engine block material Aluminum engine block

Valves per cylinder 4

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 2.3L

Bore 3.44"

Compression ratio 10.0

cc 140 cu.in.

Stroke 3.7"

SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 300 HP@5500 RPM

Torque 310 lb.-ft.@3500 RPM

Alternator

Alternator type Regenerative alternator

Battery

Battery type Lead acid battery

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

Drivetrain selectable Driver selectable drivetrain mode

Start-stop engine Auto stop-start engine

Transmission

Transmission 10-speed automatic

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

First gear ratio 4.714

Second gear ratio 2.997

Third gear ratio 2.149

Fourth gear ratio 1.769

Fifth gear ratio 1.521

Sixth gear ratio 1.275

Reverse gear ratio 4.885

Seventh gear ratio 1

Eighth gear ratio 0.853

Ninth gear ratio 0.689

Tenth gear ratio 0.636

Selectable mode transmission Selectable mode transmission

Drive Type

4WD type Intelligent 4WD automatic full-time

4WD

Drive type Four-wheel drive

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2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

**Selected Equip & Specs (cont'd)****Drivetrain**

Axle ratio 3.58

Exhaust

Tailpipe Stainless steel quasi-dual exhaust

Fuel

Fuel type premium unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler

Fuel tank capacity 17.91 gal.

Drive FeatureTraction control Terrain Management System
all-speed ABS and driveline traction control

Locking hub control Auto locking hub control

Fuel Economy and Emissions**Fuel Economy**Secondary fuel type Gasoline secondary fuel
type

Fuel economy combined 23 mpg

Fuel economy city 20 mpg

Fuel economy highway 27 mpg

Fuel economy (city/highway/combined) 20 mpg/27
mpg/23 mpgFuel economy status Previous year fuel
economy status**Emissions**

Emissions LEV3-ULEV50 emissions

Emissions tiers Tier 3 Bin 50 emissions

Green Values

Energy Impact Score (Barrels per year) 12.9

Carbon FP / Tailpipe and upstream total GHG (CO2,
tons per year) 7.7**Suspension and Handling****Suspension**

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front
shock absorbersRear shock absorbers Gas-pressurized rear
shock absorbers**Driveability****Brakes**

Brake type 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc
brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

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**2024 Explorer 4dr 4x4 Base (K8B)**

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Selected Equip & Specs (cont'd)

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Ford Co-Pilot360 -
Post Collision Braking automatic post-
collision braking system**Brake Assistance**

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Hill control Hill Descent Control

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front Independent front
suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar

Suspension type rear Multi-link rear suspension

Suspension ride type rear Independent rear
suspension**Steering**

Steering Electric power-assist steering system

Steering type Rack-pinion steering

Speed sensitive steering Speed sensitive power
steeringDriver selectable steering effort Driver selectable
steering effortSteering type number of wheels 2-wheel steering
system**Exterior****Front Wheels**

Front wheels diameter 18"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 18"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver

Material aluminum

Front Tires

Aspect 65

Diameter 18"

Sidewalls BSW

Speed H

Tread AS

Type P

Width 255mm

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**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

Selected Equip & Specs (cont'd)**Rear Tires**

Aspect..... 65
Sidewalls..... BSW
Tread..... AS
Width..... 255mm

Diameter..... 18"
Speed..... H
Type..... P

Body Exterior**Trailering**

Towing trailer sway..... Trailer sway control

Trailer light malfunction warning..... Trailer light malfunction warning

Exterior Features

Number of doors..... 4 doors

BodyBody panels... Galvanized steel and aluminum
body panels with side impact beams**Spare Tire**

Spare tire Compact spare tire with steel wheel

Spare tire location Spare tire mounted under the cargo floor

Aerodynamics

Spoiler..... Rear lip spoiler

Convenience**Door Locks**Door locks..... Power door locks with 2 stage
unlocking

Keyfob door locks... Keyfob activated door locks

All-in-one key All-in-one remote fob and ignition
key

Auto door locks..... Auto-locking doors

Tailgate control... Power tailgate/rear door lock

Cruise ControlCruise control..... Cruise control with steering
wheel mounted controls**Key Fob Controls**

Keyfob cargo controls..... Keyfob trunk control

Fob remote vehicle controls... FordPass Connect
smart device vehicle start control**Rear View Mirror**Day/Night rearview mirror..... Day/Night rearview
mirror

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**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

Selected Equip & Specs (cont'd)**Exterior Mirrors**

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror Visor illuminated driver mirror Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror Visor illuminated passenger mirror Illuminated passenger visor mirror

Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 5 12V power outlets

Cargo Features

Trunk hatch Trunk/hatch auto-latching Cargo tie downs Cargo area tie downs

Cargo light Cargo area light Concealed cargo storage Cargo area concealed storage

Cargo Trim

Cargo floor type Carpet cargo area floor Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Remote Releases

Cargo access Power cargo area access release

Rear Windshield

Rear window defroster Rear window defroster Rear windshield Fixed rear windshield

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**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

Selected Equip & Specs (cont'd)Rear windshield wipers Fixed interval rear
windshield wipers**Storage**Door bins front Driver and passenger door bins
Number of beverage holders 10 beverage holders
Beverage holders rear Rear beverage holders
Seatback storage pockets 2 seatback storage
pockets**Windows Feature**One-touch up window Driver and passenger
one-touch up windows**Windows Rear Side**Second-row windows Power second-row
windows**Miscellaneous**Trip computer Trip computer
Accessory power Retained accessory power

Heated wiper area Heated rear wiper park

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove boxOne-touch down window Driver and passenger
one-touch down windows

Third-row windows Fixed third-row windows

PRND in IP PRND in IP
Over the air updates Over the air updates**Comfort****Climate Control**

Climate control Automatic climate control

Dual-zone front climate control Dual-zone front
climate controlRear climate control Rear climate control system
with separate controlsRear under seat ducts Rear under seat climate
control ductsRear headliner/pillar ducts Rear headliner/pillar
climate control ducts

Cabin air filter Cabin air filter

Voice activated climate control Voice-activated
climate control**Headliner**

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door trim insert Cloth door trim insert

Door panel insert Piano black and metal-look
door panel insert**Floor Trim**

Floor covering Full carpet floor covering

Floor mats Carpet front and rear floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

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2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415



Selected Equip & Specs (cont'd)

Rear seat upholstery... Cloth rear seat upholstery

Third-Row Seat Trim

Third-row seat upholstery... Cloth rear seat upholstery

Steering Wheel

Steering wheel telescopic... Manual telescopic steering wheel

Steering wheel tilt... Manual tilting steering wheel

Rear seatback upholstery... Carpet rear seatback upholstery

Third-row seatback upholstery... Carpet third-row seatback upholstery

Steering wheel material Urethane steering wheel

Seats and Trim

Seat Capacity

Seating capacity... 7

Front Seats

Driver seat direction... Driver seat with 8-way directional controls

Driver seat fore/aft control... Power driver seat fore/aft control

Passenger seat direction... Front passenger seat with 4-way directional controls

Reclining passenger seat... Manual reclining passenger seat

Front head restraints... Height adjustable front seat head restraints

Armrests front center... Front seat center armrest

Height adjustable driver seat... Power height adjustable driver seat

Driver seat cushion tilt... Power driver seat cushion tilt

Split front seats... Bucket front seats

Passenger seat fore/aft control... Manual passenger seat fore/aft control

Front head restraint control... Manual front seat head restraint control

Reclining driver seat... Power reclining driver seat

Rear Seats

Bench seats... Split-bench second-row seat

Folding second-row seats... 35-30-35 folding second-row seats

Rear seat direction... Front facing rear seat

Fore and aft seat... Second-row seats with manual fore and aft

Rear head restraint control... Manual rear seat head restraint control

Rear seats fixed or removable... Fixed second-row seats

Reclining second-row rear seats... Manual reclining second-row seats

Rear seat folding position... Fold forward second-row seatback

Rear head restraints... Height adjustable rear seat head restraints

Number of rear head restraints... 3 rear seat head restraints

Front Seat Trim

Front seat upholstery... Cloth front seat upholstery

Front seatback upholstery... Cloth front seatback upholstery

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Selected Equip & Specs (cont'd)

Third-Row Seats

Bench seats Third-row bench seat

Third-row seats folding 50-50 folding third-row passenger seat

Third-row seat facing Front facing third-row seat

Third-row head restraints Height adjustable third-row head restraints

Third-row seat fixed or removable Fixed third-row seats

Third-row head restraint control Manual third-row head restraint control

Third-row fold into floor seats Manual fold into floor third-row seat

Third-row head restraint number 2 third-row head restraints

Interior Accents

Interior accents Chrome and metal-look interior accents

Console Trim

Console insert material Piano black console insert

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen display

LCD primary display size 8 inch primary LCD display

Number of first-row LCD displays 2 total number of 1st row displays

Radio Features

Internal storage Internal storage capability

Seek scan Seek scan

External memory SYNC 3 external memory control

Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 3 voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Piano black and metal-look instrument panel insert

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**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

Selected Equip & Specs (cont'd)*Instrumentation*

Trip odometer..... Trip odometer

Instrumentation display... Analog instrumentation display

Instrumentation Displays

Temperature display..... Exterior temperature display

Clock..... In-radio display clock

Eco feedback..... ECO feedback display gauge

Driver information center..... Driver information center

Compass..... Compass

Instrumentation Gauges

Tachometer..... Tachometer

Engine/electric motor temperature gauge..... Engine/electric motor temperature gauge

Oil level gauge..... Oil level gauge
Gauge cluster display size (inches)..... 4.20*Instrumentation Warnings*

Engine temperature warning..... Engine temperature warning

Low fuel warning..... Low fuel warning

Low brake fluid warning..... Low brake fluid warning

Headlights on reminder..... Headlights on reminder

Bulb warning..... Bulb failure warning

Trunk warning..... Rear cargo ajar warning

Low tire pressure warning..... Tire specific low air pressure warning

Oil pressure warning..... Oil pressure warning

Low washer fluid warning..... Low washer fluid warning

Battery charge warning..... Battery charge warning

Key in vehicle warning..... Key in vehicle warning

Door ajar warning..... Door ajar warning

Service interval warning..... Intelligent Oil-Life Monitor service interval indicator

Transmission fluid temperature warning..... Transmission fluid temp warning

Glass

Tinted windows..... Deep tinted windows

*Headlights*Headlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control

Delay off headlights..... Delay-off headlights

DRL preference setting..... DRL preference setting

Headlight type..... Aero-composite headlights
Multiple headlights Multiple enclosed headlights

Auto high-beam headlights..... Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Windshield

Wipers..... Variable intermittent front windshield wipers

Speed sensitive wipers..... Speed sensitive wipers

Interior Lighting

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**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

Selected Equip & Specs (cont'd)

Illuminated entry.....Illuminated entry

Variable panel light... Variable instrument panel light

Rear reading lights..... Rear reading lights

Lights

Running lights..... LED daytime running lights

LED brake lights..... LED brake lights

Illuminated ignition switch..... Illuminated ignition switch

Front reading lights..... Front reading lights

Interior courtesy lights..... Fade interior courtesy lights

High mount stop light..... High mounted center stop light

Technology and Telematics**Connectivity**

Handsfree..... Bluetooth handsfree wireless device connectivity

Emergency SOS..... SYNC 3 911 Assist emergency SOS system via mobile device

Smart device integration..... SYNC 3/Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access... FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports..... 2 USB ports

Safety and Security**Airbags**

Front impact airbag driver..... Driver front impact airbag

Front impact airbag passenger..... Passenger front impact airbag

Front side impact airbag driver..... Seat mounted side impact driver airbag

Occupancy sensor..... Airbag occupancy sensor

Number of airbags..... 8 airbags

Knee airbag..... Driver and passenger side knee airbag

Front side impact airbag passenger..... Seat mounted side impact front passenger airbag

Overhead airbags..... Safety Canopy System curtain first, second and third-row overhead airbags

Seatbelts

3-point seatbelt..... Rear seat center 3-point seatbelt

Seatbelt pretensioners..... Front seatbelt pretensioners

Height adjustable seatbelts..... Front height adjustable seatbelts

Seatbelt pretensioners number..... 2 seatbelt pretensioners

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2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

Selected Equip & Specs (cont'd)

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert

Blind spot BLIS (Blind Spot Information System)

Forward collision warning Pre-Collision Assist with Pedestrian Detection

Rear collision warning Cross-Traffic Alert collision warning

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Driver attention monitor Driver Alert

Distance alert Following distance alert

Restricted driving mode MyKey restricted driving mode

Cameras

Rear camera Rear camera with washer

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Parking Sensors

Parking sensors Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks Manual rear child safety door locks

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**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

As Configured Vehicle

Description	MSRP
-------------	------

Base Vehicle

Base Vehicle Price (K8B)

\$38,760.00

Packages

Equipment Group 100A

N/C

Includes:**- Engine: 2.3L EcoBoost I-4**

Includes auto start-stop technology.

- Transmission: 10-Speed Automatic**- 3.58 Non-Limited-Slip Rear Axle Ratio****- GVWR: 6,160 lbs****- Tires: P255/65R18 AS BSW**

Includes mini spare.

- Wheels: 18" 5-Spoke Silver-Painted Aluminum**- Cloth Captain's Chairs**

Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.

- Radio: AM/FM Stereo

Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.

- FordPass Connect

Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.

Powertrain

Engine: 2.3L EcoBoost I-4

Included

Includes auto start-stop technology.

Transmission: 10-Speed Automatic

Included

3.58 Non-Limited-Slip Rear Axle Ratio

Included

GVWR: 6,160 lbs

Included

Wheels & Tires

Tires: P255/65R18 AS BSW

Included

Includes mini spare.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

**2024 Explorer 4dr 4x4 Base (K8B)**

Price Level: 415

As Configured Vehicle (cont'd)

Description	MSRP
Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included
Seats & Seat Trim	
Cloth Captain's Chairs	Included
<i>Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.</i>	
Other Options	
Monotone Paint Application	STD
119.1" Wheelbase	STD
Radio: AM/FM Stereo	Included
<i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.</i>	
<i>Includes:</i>	
<i>- FordPass Connect</i>	
<i>Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).</i>	
<i>- SYNC 3 Communications & Entertainment System</i>	
<i>Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.</i>	
Emissions	
50 State Emissions System	STD
Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L TI-VCT V6 FFV engine.	
Interior Color	
Sandstone w/Cloth Captain's Chairs	N/C
Fleet Options	
Oxford White	N/C
SUBTOTAL	\$38,760.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

As Configured Vehicle (cont'd)

Description	MSRP
Destination Charge	\$1,595.00
TOTAL	\$40,355.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

Pricing Summary - Single Vehicle

MSRP

<i>Vehicle Pricing</i>	\$40,355.00
Subtotal	\$40,355.00

Pre-Tax Adjustments

Description	MSRP
Fleet incentive pricing	-\$100.00
Total	\$40,255.00

Customer Signature

Acceptance Date

Prepared for: Mr. Ross Jackson
 Superintendent, City of Fayetteville
 Prepared by: CJ MITCHELL
 12/01/2023



Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

Major Equipment		As Configured Vehicle	
(Based on selected options, shown at right)			MSRP
10-speed automatic	Exterior: Oxford White Interior: Sandstone w/Cloth Captain's Chairs	STANDARD VEHICLE PRICE	\$38,760.00
* 18 x 7.5-inch front and rear silver aluminum wheels	* P255/65RH18 AS BSW front and rear tires	Equipment Group 100A	N/C
* Overdrive transmission	* Lock-up transmission	Engine: 2.3L EcoBoost I-4	Included
* Transmission electronic control	* Stainless steel quasi-dual exhaust	Transmission: 10-Speed Automatic	Included
* Terrain Management System all-speed ABS and driveline traction control	* Lead acid battery	3.58 Non-Limited-Slip Rear Axle Ratio	Included
* Battery run down protection	* Auto stop-start engine	GVWR: 6,160 lbs	Included
* Driver selectable drivetrain mode	* Fuel tank capacity: 17.91 gal.	Tires: P255/65R18 AS BSW	Included
* 8 inch primary LCD display	* Steering wheel mounted audio controls	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included
* Bluetooth wireless audio streaming	* SiriusXM AM/FM/Satellite radio	Cloth Captain's Chairs	Included
* Seek scan	* SYNC 3 external memory control	Monotone Paint Application	STD
* Internal storage capability	* Internet radio capability	119.1" Wheelbase	STD
* 3 month satellite trial subscription	* Vehicle body length: 198.8"	Radio: AM/FM Stereo	Included
* Wheelbase: 119.1"	* Interior cargo length: 83.9 "	50 State Emissions System	STD
* Standard ride suspension	* Trip computer	FordPass Connect	Included
* Rear window defroster	* Power door mirrors	SYNC 3 Communications & Entertainment System	Included
* Manual folding door mirrors	* DRL preference setting	Sandstone w/Cloth Captain's Chairs	N/C
* LED daytime running lights	* LED brake lights	Oxford White	N/C
* Deep tinted windows	* Variable intermittent front windshield wipers		
* Speed sensitive wipers	* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll		
* Manual rear child safety door locks	* Driver front impact airbag		
		SUBTOTAL	\$38,760.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson
Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL
12/01/2023

2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816



Major Equipment

- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 8 airbags
- * Automatic climate control
- * Rear under seat climate control ducts
- * Carpet third-row seatback upholstery
- * 50-50 folding third-row passenger seat
- * Front facing third-row seat
- * Height adjustable third-row head restraints
- * 2 third-row head restraints
- * 35-30-35 folding second-row seats
- * Split-bench second-row seat
- * Fold forward second-row seatback
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Manual passenger seat fore/aft control
- * Cloth front seatback upholstery

- * Passenger front impact airbag
- * Airbag occupancy sensor
- * SecurILock immobilizer
- * Dual-zone front climate control
- * Cloth rear seat upholstery
- * Fixed third-row seats
- * Third-row bench seat
- * Manual fold into floor third-row seat
- * Manual third-row head restraint control
- * Fixed second-row seats
- * Manual reclining second-row seats
- * Front facing rear seat
- * Second-row seats with manual fore and aft
- * Manual rear seat head restraint control
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Power reclining driver seat
- * Power driver seat fore/aft control
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * 4-wheel disc brakes

As Configured Vehicle

MSRP

Destination Charge \$1,595.00

TOTAL \$40,355.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415

Major Equipment

- * 4-wheel antilock (ABS) brakes
- * Brake assist system
- * Hill Start Assist
- * Electronic parking brake
- * Hill Descent Control

Fuel Economy

City
20 mpg



Hwy
27 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

12/01/2023

Lewis Ford Sales, Inc. | 3373 North College Avenue Fayetteville Arkansas | 727033816

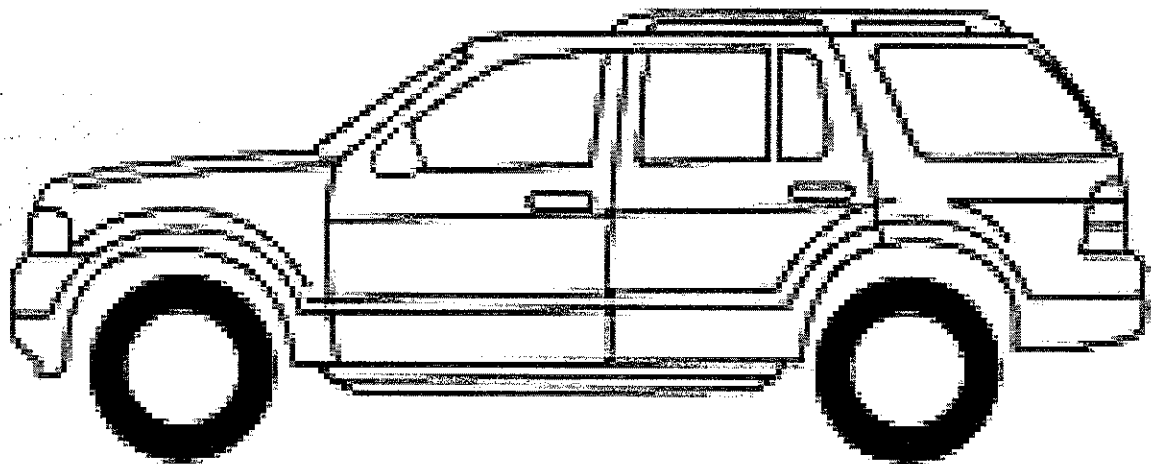
2024 Explorer 4dr 4x4 Base (K8B)

Price Level: 415



Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR.....	6,160 lbs
GVW.....	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight.....	1,050 lbs
Curb Weight (as configured).....	4,437 lbs
TOTAL	5,487 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 8' Box (Complete)

Quote Worksheet

	MSRP
Base Price	\$51,770.00
Dest Charge	\$1,995.00
Total Options	\$0.00
Subtotal	\$53,765.00
GOVERNMENT INCENTIVE FAN QC689	(\$689.00)
Subtotal Pre-Tax Adjustments	(\$689.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$53,076.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$53,076.00

11/30/2023

Dealer Signature / Date

Customer Signature / Date

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Data Version: 21088. Data Updated: Nov 29, 2023 6:41:00 PM PST.



[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 8' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 8' BoxMSRP:\$51,770.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W2B	[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 8' Box	\$51,770.00
	OPTIONS	
153	Front License Plate Bracket	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00
X37	3.73 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
—	Fleet Advertising Credit	\$0.00
	SUBTOTAL	\$51,770.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,995.00
	TOTAL PRICE	\$53,765.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

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Data Version: 21088. Data Updated: Nov 29, 2023 6:41:00 PM PST.



[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 8' Box ( Complete)

Est Highway Cruising Range:N/A



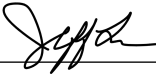
Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2024 Ford Escape (U9F) Base AWD *Ltd Avail* (Complete)

Quote Worksheet

	MSRP
Base Price	\$29,500.00
Dest Charge	\$1,495.00
Total Options	\$0.00
Subtotal	\$30,995.00
GOVERNMENT INCENTIVE FAN: QC689	(\$300.00)
Subtotal Pre-Tax Adjustments	(\$300.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$30,695.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$30,695.00



11/30/2023

Dealer Signature / Date

Customer Signature / Date

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Data Version: 21088. Data Updated: Nov 29, 2023 6:41:00 PM PST.



[Fleet] 2024 Ford Escape (U9F) Base AWD *Ltd Avail* ( Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Ford Escape (U9F) Base AWD *Ltd Avail*

MSRP:\$29,500.00

Interior:Ebony, Cloth Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 1.5L EcoBoost

Transmission: 8-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
U9F	[Fleet] 2024 Ford Escape (U9F) Base AWD *Ltd Avail*	\$29,500.00
OPTIONS		
100A	Equipment Group 100A	\$0.00
153	Front License Plate Bracket	\$0.00
448	Transmission: 8-Speed Automatic	\$0.00
99N	Engine: 1.5L EcoBoost	\$0.00
VH	Ebony, Cloth Front Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
___	Fleet Advertising Credit	\$0.00
SUBTOTAL		\$29,500.00
Adjustments Total		\$0.00
Destination Charge		\$1,495.00
TOTAL PRICE		\$30,995.00

FUEL ECONOMY

Est City:26 (2023) MPG

Est Highway:32 (2023) MPG

Est Highway Cruising Range:502.40 mi

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Data Version: 21088. Data Updated: Nov 29, 2023 6:41:00 PM PST.



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: PARTS, TEAR DOWN, INSPECT AND REPAIR SERVICES:

RECOMMENDATION:

COUNCIL APPROVES THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS OR REPAIR LOCATIONS TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE REGARDING VEHICLES AND EQUIPMENT FOR REPAIRS UP TO OR EXCEEDING \$35,000 ANNUALLY THROUGH DECEMBER 31ST 2024 AND WITHIN THE APPROVED BUDGET.

BACKGROUND:

Fleet occasionally has authorized shops or distributors perform internal engine and powertrain work on newer equipment that may be covered under warranty or older equipment no longer covered under warranty when Fleet does not have the workforce, scheduling or space ability to perform them in a timely manner. Tear down, inspect, and repair services are exempt from quotes. Fleet typically stays under \$15,000 per year for these services, but there have been large costly repairs this past year to City vehicles and equipment. Sometimes, while performing in-depth tear down and inspect, there may be broken components found that are not covered under warranty and require replacement at the time of warranty repair.

DISCUSSION:

Fleet recommends approving total expenditures in excess of \$35,000, per City Policy, through the end of the fiscal year for these vendors.

BUDGET/STAFF IMPACT:

The purchases for parts and repair services are budgeted in the shop fund.

ATTACHMENTS: SRF (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-11

PARTS, TEAR DOWN, INSPECT AND REPAIR SERVICES:

A RESOLUTION TO APPROVE THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS OR REPAIR LOCATIONS TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE FOR VEHICLE AND EQUIPMENT REPAIRS AS NEEDED THROUGH DECEMBER 31, 2024, WITHIN THE APPROVED BUDGET

WHEREAS, pursuant to Ark. Code Ann. §14-58-104(6), formal competitive bidding is not necessary for “replacement parts and labor for repairs of machinery and equipment.”

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 purchase of parts and repair services from original equipment manufacturers or their authorized vendors or repair location to tear down, inspect, repair and maintain warranty where applicable for vehicle and equipment repairs as needed through December 31, 2024, within the approved budget.

City of Fayetteville Staff Review Form

2024-11

Item ID

2/6/2024

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

Ross Jackson

1/11/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS OR REPAIR LOCATIONS TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE REGARDING VEHICLES AND EQUIPMENT FOR REPAIRS UP TO OR EXCEEDING \$35,000 ANNUALLY THROUGH DECEMBER 31ST 2024 AND WITHIN THE APPROVED BUDGET.

Budget Impact:

9700.770.1910-5214.00

Shop

Account Number

Fund

NA

NA

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,152,500.00

Expenses (Actual+Encum)

\$ 99,500.00

Available Budget

\$ 1,053,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,053,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: WT Equipment

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A New Holland T6.180 4WD Tractor with Cab IN THE AMOUNT OF \$101,910, PLUS ANY APPLICABLE FREIGHT CHARGES, SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (110719CNH).

BACKGROUND:

Unit 5001 is a John Deere Tractor with a FASTER score of 15.

DISCUSSION:

Unit 5001 was destroyed in a fire at OMI in October. Fleet recommends replacing this unit to continue front line service for the department and mission. The replacement is available off Sourcewell Contract (110719-CNH).

BUDGET/STAFF IMPACT:

These items were unanimously approved at the January 9th Equipment Committee.

ATTACHMENTS: SRF (#3), WT Quote Tractor Sourcewell (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1632

WT Equipment

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A NEW HOLLAND TRACTOR FROM WT EQUIPMENT IN THE AMOUNT OF \$101,910.24, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a New Holland tractor from WT Equipment in the amount of \$101,910.00, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, pursuant to a Sourcewell Cooperative Purchasing Contract.

City of Fayetteville Staff Review Form

2024-1632

Item ID

2/6/2024

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

Ross Jackson

1/9/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A New Holland T6.180 4WD Tractor with Cab IN THE AMOUNT OF \$101,910, PLUS ANY APPLICABLE FREIGHT CHARGES, SURCHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (110719CNH).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02083.2019

Tractors and Mowers

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 154,045.00

Expenses (Actual+Encum)

\$ 20,942.00

Available Budget

\$ 133,103.00

Does item have a direct cost? Yes

Item Cost

\$ 101,910.00

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 31,193.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



WT EQUIPMENT
4190 S. 48TH ST
SPRINGDALE, AR

479-442-8284
www.wtequip.com



November 30, 2023

City of Fayetteville

Attn: Ross Jackson

Please accept the following New Holland tractor bid using the Sourcewell contract 110719CNH:

1. New New Holland T5.120 EC 4WD Tractor with Cab
 - 3.4L 4 cylinder turbo engine
 - 16x16 ElectroCommand Powershift Trans
 - 99 PTO horsepower
 - 810LA New Holland Loader 8' Bucket

Bid Price	\$101,910.00
-----------	--------------

*please allow 45 days for delivery

*please add any applicable sales tax

Thank you for considering WT Equipment

Tim Bailey

479-841-2401



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
DATE:
SUBJECT: Approval of a budget adjustment in the amount of \$2,299 to recognize Hazmat Response Revenue received from Washington County and increase related expense budget

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$2,299 to recognize Hazmat Response Revenue received from Washington County and increase related expense budget.

BACKGROUND:

The Fayetteville Fire Department per Ordinance 33.050 Response to Hazardous Materials Incidents is authorized to respond to hazardous materials incidents pursuant to the Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County, or any other mutual aid agreement or program requiring a hazardous materials incident response.

DISCUSSION:

The City of Fayetteville has received \$2,299 of Hazmat Response Revenue from Washington County. The Fire Department would like to utilize the revenue to offset costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses. These purchases will be 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: SRF (#3), BA (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-9

Approval of a budget adjustment in the amount of \$2,299 to recognize Hazmat Response Revenue received from Washington County and increase related expense budget

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$2,299.00 RECOGNIZING HAZMAT RESPONSE REVENUE RECEIVED FROM WASHINGTON COUNTY 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, in the amount of \$2,299.00 recognizing Hazmat Response Revenue received from Washington County and increasing the related expense budget.

City of Fayetteville Staff Review Form

2024-9

Item ID

2/6/2024

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

Brad Hardin

1/2/2024

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$2,299 to recognize Hazmat Response Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5218.01

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 10,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 10,500.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 2,299.00

Remaining Budget

\$ 12,799.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	FIRE (300)	
	Requestor: Brad Hardin	

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-9
		<i>Holly Black</i>
		<i>1/5/2024 9:39 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

Page 435 of 1115



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Mike Reynolds, Police Chief
FROM: Natisha Claypool, Assistant Dispatch Manager
DATE:
SUBJECT: Decommissioning Legacy Radio Equipment at Dinsmore Tower Site

RECOMMENDATION:

Staff recommends approval of a resolution and request to waive competitive bidding to authorize Motorola Solutions Inc. to decommission the legacy radio equipment located at the Dinsmore Trail Tower Site in the amount of \$41,949.09 plus tax and accept a trade-in for \$5,700.

BACKGROUND:

The City of Fayetteville joined the Arkansas Wireless Information Network (AWIN) in 2010 as part of the Citywide radio system project. The equipment located at the Dinsmore Trail Tower Site was part of the 2010 project. This equipment is no longer in use and was replaced in 2023 as part of the Central Dispatch move into the new police headquarters.

DISCUSSION:

The legacy equipment at the Dinsmore Trail tower site needs to be decommissioned and removed from the site. We are currently paying a lease expense on the tower site for this equipment. Motorola is uniquely qualified and has the necessary expertise to decommission this site. Motorola handles service for the AWIN system and has specialized knowledge of how this equipment is connected to AWIN.

BUDGET/STAFF IMPACT:

Capital Improvement funds have been budgeted for this project.

ATTACHMENTS: SRF (#3), Motorola Quote (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1673

Decommissioning Legacy Radio Equipment at Dinsmore Tower Site

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE FROM MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$36,249.09 PLUS ANY APPLICABLE TAXES TO DECOMMISSION LEGACY RADIO EQUIPMENT LOCATED AT THE DINSMORE TRAIL TOWER SITE

WHEREAS, the City of Fayetteville joined the Arkansas Wireless Information Network (AWIN) in 2010 as part of the Citywide radio system project and installed radio equipment at the Dinsmore Trail Tower Site; and

WHEREAS, the equipment is no longer in use and was replaced in 2023 as part of the Central Dispatch move into the new police headquarters; and

WHEREAS, the legacy equipment at the Dinsmore Trail tower site needs to be decommissioned and removed from the site so the City is no longer responsible for paying lease expenses on the tower site for this equipment; and

WHEREAS, Motorola Solutions, Inc. is offering a legacy equipment trade-in discount in the amount of \$5,700.00; and

WHEREAS, Motorola Solutions, Inc. is uniquely qualified and has the necessary expertise to decommission this site because it handles service for the AWIN system and has specialized knowledge of how the equipment is connected to AWIN.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes Mayor Jordan to sign a contract with Motorola Solutions, Inc. in the amount of \$36,249.09, including a \$5,700.00 equipment trade-in discount, to decommission legacy radio equipment located at the Dinsmore Trail Tower Site.

City of Fayetteville Staff Review Form

2024.1673

Item ID

2/6/2024

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

Chief Mike Reynolds

1/11/2024

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution and request to waive competitive bidding to authorize Motorola Solutions Inc. to decommission the legacy radio equipment located at the Dinsmore Trail Tower Site in the amount of \$41,949.09 plus tax and accept a trade-in for \$5,700.

Budget Impact:

4470.200.8200.5801.00

Sales Tax Capital Improvement

Account Number

Fund

20002-1

Central Dispatch Center Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 140,000.00

Expenses (Actual+Encum)

\$ 32,347.70

Available Budget

\$ 107,652.30

Does item have a direct cost? Yes

Item Cost

\$ 39,783.38

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 67,868.92

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



QUOTE

Motorola Solutions, Inc.
500 W Monroe Street
Chicago, IL 60661
800-247-2346

DATE: Jan 9, 2024
SERVICE QUOTE # 2024-1-9
EXPIRATION DATE Feb 29, 2024

TO **KATHY STOCKER**
City of Fayetteville
1800 N. Stephen Carr Memorial Blvd.
Fayetteville, AR 72704

CUSTOMER NUMBER: 1000755689
BILL TO TAG: 0001

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Dusty Calhoun/ Jeramy Ransom	Decommission Legacy Microwave Path Dinsmore Trail Site	Net 30	Upon Invoicing

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Decommission Legacy Microwave Path	\$41,949.01	\$41,949.09
1	Legacy Fixed Network Equipment Trade-In Discount	(\$ 5,700.00)	(\$ 5,700.00)
SUBTOTAL			\$36,249.09
Tax			\$3,534.29
TOTAL			\$39,783.38

Quotation prepared by: Dusty Calhoun- Customer Support Manager, Arkansas

To accept this quotation, sign here and return: _____

Objective:



Objective :

Decommission Legacy 11 GHZ Microwave Path from Dinsmore Trail

- Decommission 11 GHz IRU600 Microwave Transport System and Reconfigure DS3 and NCM Ring Protection
- Decommission logical traffic paths, clear associated alarms, remove nodes from Network Fault Management System, mute transmitters, shut down IRU600, and delete T1 cross connects
- Decommission DS3, NCM Loop Switch, and DAC 16 hardware and circuits from the INUe chassis for the following active AWIN sites:
 - Washington County Simulcast (SZ0188110), Washington County Dispatch (SZ01881D07), and Fayetteville Dispatch (SZ01881D13), and shutdown DC power distribution
- Remove DS3, NMC Loop Switch, and DAC 16 hardware, reinstall in adjacent INUe chassis, and install new DC power distribution and circuit cross connects
- Remove and preserve INUe and associated 1+1 NCC, RAC70, and DAC GE modules
- Relicense hardware and Commission DS3, NMC Loop Switch, and DAC 16 traffic paths in adjacent INUe chassis for the following active AWIN sites:
 - Washington County Simulcast (SZ0188110), Washington County Dispatch (SZ01881D07), and Fayetteville Dispatch (SZ01881D13)
- Rediscover nodes in Network Fault Management System and enable monitoring
- Test and verify DS3 and NCM Loop Switch Ring Protection performance for the following active AWIN sites:
 - Washington County Simulcast (SZ0188110), Washington County Dispatch (SZ01881D07), and Fayetteville Dispatch (SZ01881D13)
- Remove and preserve IRU600 1+1 transceiver assembly
- Remove and dispose of approximately 150' run of EW63 elliptical waveguide transmission cable
- Remove and preserve 3' parabolic dish, feed horn, pressure window couplings, pipe mounts, and ground kits from tower structure
- Inventory, palletize, and ship Microwave Transport System equipment to AWIN facility in Little Rock, AR

Optional: Legacy Fixed Network Equipment Trade-In Discount:

- 3 - RF Short-Haul Combiners
- 1 - LAN Switch
- 20 - Tone Remotes
- 1 - Conventional Site Controller
- 2 - AUX I/O Servers
- 7 - Conventional Channel Gateways

NOTE: Changes to the above objectives will be billed as Time and Material.



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kevin Springer, Budget Director
DATE:
SUBJECT: 2024 Budget Re-appropriation Request

RECOMMENDATION:

It is recommended to amend the 2024 Adopted Budget by re-appropriating \$155,665,000 in bonded or ongoing capital projects and outstanding obligations and grant funded items. In addition, staff is recommending approval of any changes to this request that may arise due to finalizing the 2023 year-end which would result in a decrease in the total authorized budget.

BACKGROUND:

Budget appropriations for 2023 expired December 31, 2023. Equipment and supplies or services must have been received by December 31 in order to be charged to the 2023 Budget. Some departments have items or services that were budgeted in 2023 but were not delivered or complete by year-end. In these cases, unspent amounts for those projects and items need to be re-appropriated since they were not included in the 2024 Budget. In the case of capital improvement projects, unspent funds are added to any amounts appropriated in the 2024 Budget.

DISCUSSION:

Because of the need for project continuation, staff recommends approval of the attached re-appropriation budget request. City Council is requested to amend the 2024 Adopted Budget by re-authorizing up to \$155,665,000 for purchase commitments and capital improvements as follows:

FUNDING SOURCE	OBLIGATED	NON-OBLIGATED	TOTAL
Bonded Capital Projects	\$36,700,935	\$38,644,903	\$75,345,838
Grants/Donations/Reimbursements	480,825	10,672,134	11,152,959
Operational Obligations	1,551,526	31,127	1,582,653
Capital Improvement Projects (CIP)	17,232,095	50,351,455	67,583,550
Grand Total	\$55,965,381	\$99,699,619	\$155,665,000

A finalized budget amendment will be submitted to City Council as an agenda item during April 2024.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Please find attached a schedule of capital projects by Improvement Type which were included in the 2023 Budget that were not fully expended during the 2023 fiscal year. The 2023 estimated unreserved fund balance/retained earnings for the respective funds reflected the cost of the requested re-appropriation. These re-budgeted items, therefore, do not impact the estimated fund balance amounts which were forecast in the 2024 Budget.

The re-authorization of prior year's appropriated projects and items are normal budget operating procedures and are generally for one-time expenses. Approval of this request will allow the 2024 Budget to be increased to reflect the attached information. Several of the requested re-authorizations include revenue offset in the form of grant revenues.

Total requested re-budgets for all funds are in the attached worksheet. These amounts will require City Council action. For your information, a summary by Funding Source and Improvement Type is included following this memo. The re-appropriation amounts are broken out into two separate categories:

- Obligated: These items have Contracts/Purchase Orders already issued on them during 2023, and the City will not receive the item and/or service until 2024.
- Unobligated: These items did not have any Contracts/Purchase Orders issued on them as of 2023.

BUDGET/STAFF IMPACT:

The estimated fund balance for the 2024 Budget was based on the assumption that these 2023 funds would be either spent in 2023 or be re-appropriated. The funds do not increase the use of operating reserves and this request simply retains project funding for identified and scheduled capital improvements for the current fiscal year.

ATTACHMENTS: SRF (#3), 2023-1681 2023 Rebugets - Summary (#4), 2023-1681 2023 Rebudgets - Detail (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1681

2024 Budget Re-appropriation Request

A RESOLUTION TO AMEND THE 2024 ADOPTED BUDGET BY REAPPROPRIATING \$155,665,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

WHEREAS, budget appropriations for 2023 expired December 31, 2023; and

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

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

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby approves an amendment to the 2024 Budget to reflect \$155,665,000.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items as shown on the worksheet attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1681

Item ID

2/6/2024

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

Kevin Springer

1/18/2024

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AMEND THE 2024 ADOPTED BUDGET BY REAPPROPRIATING \$155,665,000 IN BONDED OR ON-GOING CAPITAL PROJECTS AND OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 247,791,024.00

Expenses (Actual+Encum)

\$ 19,138,162.61

Available Budget

\$ 228,652,861.39

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 155,665,000.00

Remaining Budget

\$ 384,317,861.39

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 261-23

Change Order Number:

Approval Date: 11/21/2023

Original Contract Number:

Comments:

2024 Appropriations (Summary by Fund)

FUNDING SOURCE	OBLIGATED	NON	TOTAL
		OBLIGATED	
1010 - General	580,072	4,012,003	4,592,075
2100 - Street	2,193,015	647,088	2,840,103
2130 - Parking	4,698	468,408	473,106
2180 - Community Development	25,000	2,861,173	2,886,173
2230 - Special Grants	106,000	364	106,364
2246 - American Rescue Plan Act (ARPA)	-	3,533,968	3,533,968
2250 - Parks Development	1,419,021	3,716,180	5,135,201
2300 - Impact Fee	120,864	7,339,947	7,460,811
2930 - Drug Law Enforcement Grant	-	280,072	280,072
4270 - Disaster & Replacement	-	483,448	483,448
4470 - Sales Tax Capital Improvement	3,171,106	12,907,917	16,079,023
4601 - Bond Program Grant Matching	733,540	2,772,984	3,506,524
4602 - Street Projects 2019 Bonds	3,184,460	20,581	3,205,041
4603 - Trails Projects 2019 Bonds	9,227	387	9,614
4604 - Drainage Projects 2019 Bonds	463,213	287,490	750,703
4605 - Parks Projects 2019 Bonds	-	163,372	163,372
4606 - Economic Development 2019 Bonds	2,199,263	451,003	2,650,266
4607 - City Facilities 2019 Bonds	-	32,975	32,975
4608 - Arts Corridor 2019 Bonds	115,624	10,985	126,609
4609 - Police Projects 2019 Bonds	44,020	4,441	48,461
4610 - Fire Projects 2019 Bonds	255,142	562,277	817,419
4702 - Street Projects 2022 Bonds	14,387,074	14,077,630	28,464,704
4703 - Trails Projects 2022 Bonds	2,154,646	1,124,757	3,279,403
4704 - Drainage Projects 2022 Bonds	57,850	6,554,648	6,612,498
4705 - Parks Projects 2022 Bonds	2,708,332	6,200,533	8,908,865
4707 - City Facilities 2022 Bonds	-	2,708,143	2,708,143
4708 - Arts Corridor 2022 Bonds	8,874,568	25,013	8,899,581
4710 - Fire Projects 2022 Bonds	1,513,976	3,647,684	5,161,660
5400 - Water and Sewer	7,415,222	16,393,788	23,809,010
5500 - Recycling and Trash Collection	181,509	2,303,729	2,485,238
5550 - Airport	784,066	899,783	1,683,849
9700 - Shop	3,263,873	5,206,848	8,470,721
Grand Total	55,965,381	99,699,619	155,665,000

2024 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
1 - BONDS	4601 - Bond Program Grant Matching			
	46020 - Streets Project (2019/2022 Bonds)	21,622	-	21,622
	46040 - Drainage Projects (2019/2022 Bonds)	11,575	-	11,575
	46060 - Economic Development (2019 Bonds)	700,343	2,763,126	3,463,469
	46080 - Arts Corridor (2019/2022 Bonds)	-	9,858	9,858
	4602 - Street Projects 2019 Bonds			
	46020 - Streets Project (2019/2022 Bonds)	3,184,460	20,581	3,205,041
	4603 - Trails Projects 2019 Bonds			
	46030 - Trail Projects (2019/2022 Bonds)	9,227	387	9,614
	4604 - Drainage Projects 2019 Bonds			
	46040 - Drainage Projects (2019/2022 Bonds)	463,213	287,490	750,703
	4605 - Parks Projects 2019 Bonds			
	46050 - Park Projects (2019/2022 Bonds)	-	163,372	163,372
	4606 - Economic Development 2019 Bonds			
	46060 - Economic Development (2019 Bonds)	2,199,263	451,003	2,650,266
	4607 - City Facilities 2019 Bonds			
	46070 - City Facilities (2019/2022 Bonds)	-	32,975	32,975
	4608 - Arts Corridor 2019 Bonds			
	46080 - Arts Corridor (2019/2022 Bonds)	115,624	10,985	126,609
	4609 - Police Projects 2019 Bonds			
	46090 - Police Projects (2019 Bonds)	44,020	4,441	48,461
	4610 - Fire Projects 2019 Bonds			
	46100 - Fire Projects (2019/2022 Bonds)	255,142	562,277	817,419
	4702 - Street Projects 2022 Bonds			
	46020 - Streets Project (2019/2022 Bonds)	14,387,074	14,077,630	28,464,704
	4703 - Trails Projects 2022 Bonds			
	46030 - Trail Projects (2019/2022 Bonds)	2,154,646	1,124,757	3,279,403
	4704 - Drainage Projects 2022 Bonds			
	46040 - Drainage Projects (2019/2022 Bonds)	57,850	6,554,648	6,612,498
	4705 - Parks Projects 2022 Bonds			
	46050 - Park Projects (2019/2022 Bonds)	2,708,332	6,200,533	8,908,865
	4707 - City Facilities 2022 Bonds			
	46070 - City Facilities (2019/2022 Bonds)	-	2,708,143	2,708,143
	4708 - Arts Corridor 2022 Bonds			
	46080 - Arts Corridor (2019/2022 Bonds)	8,874,568	25,013	8,899,581
	4710 - Fire Projects 2022 Bonds			
	46100 - Fire Projects (2019/2022 Bonds)	1,513,976	3,647,684	5,161,660
1 - BONDS Total		36,700,935	38,644,903	75,345,838

2024 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
2 - GRANTS	1010 - General			
	31607 - Police STEP Grant	-	213,103	213,103
	32011 - Historic Preservation Master Plan Grant (CLG)	-	15,225	15,225
	32104 - Police Community Police Development Grant	-	446,999	446,999
	32201 - YRCC Fayetteville Area Community Foundation Grant	-	909	909
	32203 - Police - Officer Stipend (Act 224)	-	120,537	120,537
	32204 - Police - COPS Hiring Program Grant	-	1,485,526	1,485,526
	32205 - Police - Law Enf Mental Health & Wellness (LEMHWA) Grant	-	224,990	224,990
	32207 - AR Historic Preservation Program (CLG Grant)	14,803	15,698	30,501
	32209 - Police - Dept of Public Safety Equipment Grant	-	500	500
	32210 - Police - PSN Grant - State (1010)	-	24,296	24,296
	32302 - Trust for Public Land Grant	-	10,845	10,845
	32303 - YRCC - Step Into Swim Grant	-	500	500
	32307 - Safe Routes to School	-	125,000	125,000
	33044 - Police Department Donations	-	1,028	1,028
	33045 - Police Law Enforcement State Forfeitures	-	122,461	122,461
	33046 - Police Law Enforcement Fed Forfeitures	-	314,068	314,068
	33047 - Fire Department Act 833/46/Misc Revenue	-	97,612	97,612
	33048 - Animal Services Miscellaneous Donations	907	130,276	131,183
	33051 - Parks & Recreation Donations	-	49,567	49,567
	36024 - Historic Preservation Travel & Training	-	1,344	1,344
	36029 - Fire - Donations	-	6,186	6,186
	37042 - Police Bulletproof Vests Partnership	-	24,484	24,484
	39012 - District Court Automation	-	12,435	12,435
	39022 - Police JAG Local Solicitation	-	107,143	107,143
	2180 - Community Development			
	32003 - CDBG Donations	-	22,937	22,937
	32306 - Excelerate Grant	25,000	-	25,000
	Community Development Block Grant	-	2,838,236	2,838,236
	2230 - Special Grants			
	32301 - Fire - FEMA Grant for Fireground Command Training	106,000	364	106,364
	2246 - American Rescue Plan Act (ARPA)			
	20023 - AMERICAN RESCUE PLAN GRANT (ARPA)	-	3,533,968	3,533,968
	2930 - Drug Law Enforcement Grant			
	32209 - Police - Dept of Public Safety Equipment Grant	-	40,366	40,366
	32229 - Police - DTF PSN Grant - State (2930)	-	26,899	26,899
	33043 - DTF Law Enforcement State Forfeitures	-	106,956	106,956
	38070 - Police High Intensity Drug Trafficking	-	105,851	105,851
	4270 - Disaster & Replacement			
	18025 - Air Museum Sprinkler Repair	-	5,015	5,015
	20019 - COVID-19 Disaster Recovery Funds	-	81,188	81,188
	31702 - FEMA Flood 2017	-	148,354	148,354
	5500 - Recycling and Trash Collection			
	31304 - Curbside Value Partnership Grant	-	6,327	6,327
	33028 - RTC E-Waste Grant (ADEQ)	-	15,745	15,745
	33053 - RTC - Recycling Grant (ADEQ/Boston)	-	19,540	19,540
	5550 - Airport			
	32004 - FAA CARES Act Grant	-	34,162	34,162
	32206 - Airport Wildlife Fence Rehab	26,797	129,995	156,792
	32304 - Airport Master Plan Update (3-05-0020-055-2023)	213,318	2,999	216,317
	32305 - Taxiway E Extension	94,000	2,500	96,500
2 - GRANTS Total		480,825	10,672,134	11,152,959

2024 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
3 - OPERATIONAL	1010 - General			
	43020 - Wellness Program	-	15,518	15,518
	51022 - Public Access Television Fees	-	15,609	15,609
	62301 - Camp Site Trash and Debris Removal	97,345	-	97,345
	Accounting Financial Reporting Software (PO 2023-969)	10,000	-	10,000
	Fay Jones Woods Monitoring (PO 2022-814)	6,000	-	6,000
	Fayetteville Traverse Trail Branding (PO 2023-644)	797	-	797
	Fire Uniforms/Equipment (PO 2023-752)	49,812	-	49,812
	Legal Services Arts Corridor Civic Plaza (PO 2022-581)	14,384	-	14,384
	Legal Services Parking Deck (PO 2021-124)	866	-	866
	Police A/C System Maintenance (PO 2023-719)	5,802	-	5,802
	Police Elevator Service Agreement (PO 2023-501)	6,401	-	6,401
	Police Uniforms/Equipment (PO 2023-824)	12,638	-	12,638
	Police Uniforms/Equipment (PO 2023-938)	21,519	-	21,519
	Police Uniforms/Equipment (PO 2023-952)	80,412	-	80,412
	Trail Light Fixtures (PO 2023-835)	1,158	-	1,158
	Walker Park Backboard Art (PO 2023-941)	4,500	-	4,500
	WCRC - Riparian Restoration (Sustainability) (PO 2023-895)	10,143	-	10,143
	2100 - Street			
	Transportation Pavement Analysis (PO 2023-935)	165,904	-	165,904
	Transportation Supplies/Equipment (PO 2023-920)	9,390	-	9,390
	Transportation Supplies/Equipment (PO 2023-928)	29,462	-	29,462
	Transportation Supplies/Equipment (PO 2023-955)	20,975	-	20,975
	Transportation Supplies/Equipment (PO 2023-959)	1,996	-	1,996
	5400 - Water and Sewer			
	Biosolids Drying Services (PO 2023-674)	374,146	-	374,146
	Gulley Pump Station (PO 2023-939)	8,038	-	8,038
	Nutanix Server Software (PO 2023-874)	69,946	-	69,946
	Woolsey Wet Prairie Management (PO 2023-890)	4,200	-	4,200
	Woolsey Wet Prairie Management (PO 2023-98)	18,866	-	18,866
	WWTP Contract (PO 2023-32)	494,974	-	494,974
	5500 - Recycling and Trash Collection			
	Harvest Inoculant (PO 2023-171)	2,424	-	2,424
	RTC Dumpsters (PO 2023-942)	17,416	-	17,416
	5550 - Airport			
	Chiller Low Ambient Kit (PO 2023-452)	12,012	-	12,012
3 - OPERATIONAL Total		1,551,526	31,127	1,582,653

2024 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - CIP	1010 - General			
	02047 - Police Facility Improvements	-	1,321	1,321
	17008 - Stormwater Utility Feasibility Study	52,685	-	52,685
	17010 - Trail of Tears Signage	1,000	-	1,000
	18026 - Development Services Continuous Process Improvements	-	7,500	7,500
	21012 - Mobility / Trail Improvements	-	2,509	2,509
	23006 - Arts and Culture Master Plan	188,900	11,100	200,000
	46080 - Arts Corridor Bond Matching	-	5,000	5,000
	50033 - Raze and Removals	-	4,856	4,856
	57039 - Transfers Between Funds (Non-Project)	-	237,358	237,358
	59700 - Transfers to Shop Fund	-	160,500	160,500
	2100 - Street			
	02053 - Sidewalk Improvements	429,608	186,621	616,229
	02108 - Other Drainage/Bridge Improvements	-	300,000	300,000
	09028 - Fiber Optic Cable	55,680	-	55,680
	18001 - Transportation & Fleet Building Improvements	-	45,841	45,841
	46060 - Economic Development (Street)	1,480,000	-	1,480,000
	59700 - Transfers to Shop Fund	-	114,626	114,626
	2130 - Parking			
	02057 - Technology Equipment Replacements	-	19,330	19,330
	06001 - Parking Lot Improvements and Overlays	-	106,641	106,641
	18002 - Parking Enforcement Upgrades	-	70,000	70,000
	18003 - Parking Infrastructure Improvements	-	53,341	53,341
	19001 - Parking Equipment Replacements	4,698	2,618	7,316
	19008 - Off-Street Parking Improvements	-	32,690	32,690
	24001 - Parking Deck Improvements	-	183,788	183,788
	2250 - Parks Development			
	02013 - Neighborhood Park Development	76,728	745,677	822,405
	13001 - Community Park Improvements	1,103,669	1,071,716	2,175,385
	16004 - Park Paving Improvements	-	3,002	3,002
	21005 - Trail Pavilion and Neighborhood Park Improvements	11,168	37,904	49,072
	22002 - Forestry and Outreach	-	778	778
	22009 - Wilson Pool Improvements	-	33,001	33,001
	33051 - Parks & Recreation Donations	-	13,942	13,942
	46050 - Park Projects Bond Matching	227,456	1,702,660	1,930,116
	59700 - Transfers to Shop Fund	-	107,500	107,500
	2300 - Impact Fee			
	07001 - Police Impact Fee Improvements	120,864	456,848	577,712
	07002 - Water Impact Fee Improvements	-	2,833,976	2,833,976
	07003 - Fire Impact Fee Improvements	-	583,845	583,845
	07004 - Wastewater Impact Fee Improvements	-	3,465,278	3,465,278
	4270 - Disaster & Replacement			
	04038 - Replacement Copier Funds	-	248,891	248,891
	4470 - Sales Tax Capital Improvement			
	02001 - Lights of the Ozarks	-	8,653	8,653
	02006 - Fire Facility Maintenance	-	545,271	545,271
	02016 - Trail Development	96,880	1,520,046	1,616,926
	02045 - Forestry/Safety & ADA Compliance (4470)	-	9,827	9,827
	02046 - Building Improvements	-	803,675	803,675
	02047 - Police Facility Improvements	235,656	56,895	292,551
	02052 - In-House Pavement Improvements	210,913	657,290	868,203
	02053 - Sidewalk Improvements	382,776	504,189	886,965
	02055 - Geographic Information System (GIS)	-	38,165	38,165
	02056 - Local Area Network (LAN) Upgrades	10,792	161,509	172,301
	02057 - Technology Equipment Replacements	-	189,864	189,864

2024 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - CIP	02061 - Television Center Equipment	-	24,755	24,755
	02062 - Police Specialized Equipment	-	84,833	84,833
	02063 - Traffic Signal Improvements	39,359	512,035	551,394
	02094 - Document Management	8,030	19,301	27,331
	02097 - Stormwater Quality Management	-	78,835	78,835
	02108 - Other Drainage/Bridge Improvements	103,046	489,401	592,447
	02116 - Cost Share / ROW / Intersection / Street Calming	58,533	416,101	474,634
	03019 - Fire Apparatus Purchases - Shop Transfer	-	122,853	122,853
	04001 - Telecommunication Systems Upgrades	60,740	27,302	88,042
	04047 - Fayetteville-AR.gov Technical Improvements	-	8,708	8,708
	06002 - Police Technology Improvements	3,760	19,827	23,587
	06003 - Police Unmarked Vehicle Replacements	60,753	-	60,753
	06035 - Transportation Street Improvements	78,888	1,305,414	1,384,302
	07010 - Budgeting & Planning Software System	-	46,812	46,812
	08001 - Tree Escrow	-	53,707	53,707
	08025 - Time and Attendance	-	16,924	16,924
	09028 - Fiber Optic Cable	59,060	10,890	69,950
	09031 - Storage Area Network (SAN)	-	17,358	17,358
	10017 - Fire Technology Equipment Replacements	-	1,626	1,626
	11004 - Parking Lot Improvements (City Employee)	-	15,549	15,549
	11021 - Drainage Maintenance	-	184,112	184,112
	13005 - Citywide Building Ins Appraisal Study	-	35,000	35,000
	13007 - Enterprise Data Warehouse System	-	53,438	53,438
	13008 - ERP Upgrade/Replacement	20,947	-	20,947
	13011 - Police Ballistic Protection Replacement	-	153,393	153,393
	13028 - Police Employee Gym	-	1,412	1,412
	13046 - Tyson Factory Sale / Improvements	-	434,777	434,777
	14002 - Animal Services Improvements	-	117,180	117,180
	14003 - City Clerk Document & Records Management	-	213,608	213,608
	14009 - Police Records Management System	7,350	-	7,350
	15008 - Woolsey Homestead Historic Restoration	75	97,341	97,416
	15009 - Building Efficiency Improvements	953,653	40,000	993,653
	15011 - Parks Safety and ADA	26,837	7,262	34,099
	15012 - Natural Resources Management	-	25,321	25,321
	15013 - Police Weapon Replacement	-	20,961	20,961
	15018 - Wireless Traffic Signal Control	-	160,000	160,000
	16001 - Comprehensive Land Use Plan Update	-	23,238	23,238
	16002 - Firefighting Safety Equipment	45,003	95,202	140,205
	16004 - Park Paving Improvements	55	180,404	180,459
	16007 - Police Marked Vehicle Expansion	-	90,286	90,286
	18006 - Regional Park Fiber and Network	-	31,925	31,925
	18007 - City Hall A-V Maintenance	-	33,296	33,296
	18009 - Digital Signage Implementation	-	7,828	7,828
	18011 - Parks & Recreation Maintenance Work Order System	-	15,488	15,488
	18012 - Parks Recreation Software	-	1,820	1,820
	18022 - Parks & Recreation Master Plan	-	3,400	3,400
	19002 - Police Mobile Computer Terminal Replacement	-	2,005	2,005
	20001 - Apple (Porter) Warehouse Stabilization/Restoration	16,000	594,600	610,600
	20002 - Central Dispatch Center Improvements	-	140,000	140,000
	20004 - Police Radio Replacement	-	26,033	26,033
	21001 - Fire Mobile Radios	-	173,217	173,217
	21002 - Cost Allocation Plan & User Fee Study	24,320	35,500	59,820
	21003 - Pre-Approved Building Designs	115,034	10,611	125,645
	21004 - Street Lights LED Retrofit	73,098	-	73,098
	21005 - Trail Pavilion and Neighborhood Park Improvements	-	19,271	19,271

2024 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - CIP				
	21008 - ADA Assessment of City-Owned Facilities	21,778	68,222	90,000
	22001 - Police Firing Range Improvements	-	63,699	63,699
	22004 - Urban Tree Planting	-	17,976	17,976
	22005 - Climate Resiliency	8,553	23	8,576
	22007 - Police Public Safety Equipment	9,396	118,761	128,157
	23001 - Central Dispatch UPS Replacement	108,915	11,085	120,000
	23002 - IT HVAC Replacement	-	150,000	150,000
	23003 - Downtown Campus Renovation	182,581	616,097	798,678
	23004 - Parks Impact Fee Study	48,325	51,510	99,835
	23005 - Lake Fayetteville Contractual Services	-	500,000	500,000
	23008 - Lighting & Video Detection Improvements	-	500,000	500,000
	46050 - Park Projects Bond Matching	100,000	-	100,000
	59700 - Transfers to Shop Fund	-	15,000	15,000
5400 - Water and Sewer				
	02017 - Sanitary Sewer Rehabilitation	1,186,610	576,191	1,762,801
	02032 - WWTP Building Improvements	594,545	2,580,452	3,174,997
	02057 - Technology Equipment Replacements	-	15,296	15,296
	02064 - Water & Sewer Rate/Operations Study	56,452	28,894	85,346
	02065 - Water Meters	264,079	6,922	271,001
	02066 - Backflow Prevention Assemblies	-	133,223	133,223
	02068 - WWTP Upgrade/Replace Lift Stations	131,259	572,776	704,035
	02069 - WWTP Plant Pumps and Equipment	46,999	575,211	622,210
	03038 - Utilities Financial Services Improvements	-	99,762	99,762
	04039 - Water & Sewer Impact Fee Cost Sharing	121,560	927,188	1,048,748
	09028 - Fiber Optic Cable	55,680	811	56,491
	10006 - Benson Mountain Pressure Plane Upgrade	56,897	253,665	310,562
	10007 - Water & Sewer Improvements Defined by Study	-	150,487	150,487
	10027 - Phosphorus Standards Management	-	228,916	228,916
	11011 - Water & Sewer Relocations	818,460	3,491,189	4,309,649
	11013 - Wetlands Bank Construction	163,774	121,784	285,558
	12009 - Water System Rehabilitation & Replacement	556,048	1,587,915	2,143,963
	13016 - Business Office Technology Improvements	-	3,052	3,052
	13017 - Business Office Printer Replacements	-	30,000	30,000
	13018 - Wastewater Treatment/Water Quality Improvements	116,284	315,229	431,513
	13019 - Water & Sewer Equipment Expansions	-	682,142	682,142
	14010 - Water Tank Improvements	78,911	1,501,968	1,580,879
	15019 - Utilities Technology Improvements	-	1,119,458	1,119,458
	15020 - Water & Sewer Building/Office Improvements	-	263,892	263,892
	15021 - Water Storage & Pump Station Maintenance	175,557	434,593	610,150
	17004 - Lake Sequoyah Sediment Removal/Dredging	-	134,869	134,869
	18015 - West Water Transmission Line	2,021,937	454,093	2,476,030
	59700 - Transfers to Shop Fund	-	103,810	103,810
5500 - Recycling and Trash Collection				
	02057 - Technology Equipment Replacements	-	10,775	10,775
	09028 - Fiber Optic Cable	55,680	47,297	102,977
	10001 - RTC - Solid Waste Compactors	-	390,228	390,228
	10004 - RTC - Rate Study	-	99,388	99,388
	13021 - RTC - Office & Transfer Station Exp	607	65,380	65,987
	15009 - Building Efficiency Improvements	39,732	-	39,732
	15024 - RTC - Container Maint Building Upgrade	-	13,290	13,290
	15025 - RTC - Solid Waste Containers	-	18,150	18,150
	18016 - RTC - Master Plan Expansion	60,034	1,355,698	1,415,732
	18017 - RTC - Scale House Improvements	-	20,697	20,697
	19003 - RTC - Cart Washer	-	6,784	6,784
	19004 - RTC - Route Optimization & RFID System	1,500	2,088	3,588

2024 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON	TOTAL
			OBLIGATED	
4 - CIP	19005 - RTC - Truck Electrical Outlets & Block Heaters	-	12,000	12,000
	20006 - RTC - Compost Site Improvements	4,116	150,390	154,506
	59700 - Transfers to Shop Fund	-	69,952	69,952
	5550 - Airport			
	05046 - Airport Expansion Equipment (AIP#21 REV)	-	14,118	14,118
	15026 - Airport Lighting Improvements	-	26,388	26,388
	15029 - Airport Engineering Consultant Services	1,834	655	2,489
	18019 - Airport Equipment Replacement	-	63,330	63,330
	18020 - Airport Terminal Improvements	-	83,977	83,977
	21009 - Airport Fuel Farm Rehabilitation	16,414	306,339	322,753
	21010 - Airport Movement Pavement Rehabilitation	-	55,000	55,000
	21011 - Airport T-hangar Rehabilitation	-	114,289	114,289
	31712 - Airport Beacon/Wind Cone Project	-	59,897	59,897
	32101 - Airport Runway Pavement & Lighting Rehab	419,691	6,134	425,825
	9700 - Shop			
	02076 - Fleet - Backhoes / Loaders	-	886,053	886,053
	02077 - Fleet - Construction Equipment	906,787	1,101,158	2,007,945
	02078 - Fleet - Light / Medium Utility Vehicles	293,980	480,926	774,906
	02079 - Fleet - Heavy Utility Vehicles	285,070	356,110	641,180
	02080 - Fleet - Other Vehicles / Equipment	78,005	524,421	602,426
	02081 - Fleet - Police / Passenger Vehicles	-	551,525	551,525
	02082 - Fleet - Recycling & Trash Vehicles / Equipment	1,134,943	220,121	1,355,064
	02083 - Fleet - Tractors / Mowers	70,595	784,363	854,958
	09028 - Fiber Optic Cable	55,680	-	55,680
	18001 - Transportation & Fleet Building Improvements	-	122,159	122,159
	20007 - Fleet Management System Upgrade	38,787	3,899	42,686
	20008 - Fleet Fixed Assets	-	150,000	150,000
	21006 - Fleet Shop Expansion	400,026	26,113	426,139
4 - CIP Total		17,232,095	50,351,455	67,583,550
Grand Total		55,965,381	99,699,619	155,665,000



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Chris Brown, Public Works Director
DATE:
SUBJECT: Create a project budget for an extension of Stearns Street

RECOMMENDATION:

Staff recommends approval of a budget adjustment to create a project budget for an extension of Stearns Street, between Vantage Drive and Old Missouri Road.

BACKGROUND:

Stearns Street, between Old Missouri Road and Vantage Drive, has been on the Master Street Plan for many years. The eastern segment, connecting to Old Missouri Road, was constructed in the late 1980's as part of a residential development (Brookhollow Subdivision). The western section, connecting to Vantage Drive, was constructed in 2018 as part of a commercial subdivision (Vantage Office Park), leaving a gap of approximately 260 feet between the two constructed segments. Right of way for the unconstructed segment was dedicated in the late 1990's as part of the Bellafont Gardens development. Since that time, the Bellafont Gardens Property Owners's association has used the right of way for maintenance purposes and has constructed a maintenance shed within the right of way.

During the development of the commercial subdivision, an assessment for construction of the connection was charged to each individual development in the subdivision; the amount of the assessment was based the traffic generated by the development as a percentage of the street capacity. A summary of the amounts and dates of assessments are as follows:

LSD 19-6580 Lot 4	3/25/2019 (PC)	\$3,289.92
LSD 19-6720 Lot 1	7/8/2019 (PC)	\$2,735.27
LSD 20-7106 Lot 2	5/28/2020 (SC)	\$6,564.65
LSD-2023-0003 Lot 3	5/22/2023 (PC)	\$8,263.59
Total Assessed		\$20,853.43

It should be noted that the assessment for Lot 2 was approved as either a street or sidewalk connection; the remaining assessments did not speak to this detail.

These funds are time limited and must be spend within 7 years of the date they were collected. Therefore, staff needs to proceed with design and construction of the connection in a timely manner, or the collections will need to be refunded to the lot owners.

Public Comment summary: Due to the history of discussions about this connection during lot development of Vantage Office Park, staff initiated a public feedback process that included an online survey and a public meeting near the connection site on July 31 of this year. Attached is a summary of online survey data collected between July 5 and August 4, 2023. In the online survey, participants were asked to vote on support for a full street connection, or a pedestrian/bike only section. The questions were designed to provide an indication of sentiment for these options, as well as for no connection at all.

The responses were quite polarized, with most responses being either “highly supportive” or “highly opposed” to the connection. The survey included questions regarding respondents’ proximity to and usage of Stearns Street, along with demographic data. As would be expected, those living within a ½ mile of the street were generally supportive than those living further away, indicating concerns regarding traffic impacts to residents along and near the street.

The public meeting held on Stearns Street was mostly attended by those opposed to the street (a poll or survey was not taken; rather, the residents who attended were directed to the online survey). Approximately half of the attendees were residents of Bellafont Gardens, the remaining half resided on Stearns or adjacent streets in the Brookhollow Subdivision. It should be noted that Bellafont Gardens streets will not connect to Stearns; therefore, this neighborhood will not be impacted by additional traffic, nor will it have any additional street access. The only impact will be due to the use of the City right of way that is currently being used for neighborhood maintenance services.

Finally, there was general neighborhood support for sidewalk improvements, and to a lesser extent traffic calming, if the street connection is made.

Planning Commission Review: The Planning Commission reviewed the proposed extension on September 11, 2023. The Planning Commission review was primarily related to the merits of the street connection and the potential traffic impacts, both positive and negative, of the connection. The Planning Commission did not consider cost as a factor or make any recommendation regarding prioritizing the construction of this connection. After much consideration and discussion, the Planning Commission voted 8-1 to forward the confirmation of the Master Street Plan connection of Stearns Street to the Transportation Committee.

Transportation Committee Review: The Transportation Committee reviewed the connection at the September 26, 2023 and the November 28, 2023 Committee meetings. The first meeting, questions were raised about tree impacts, traffic generation estimates, and project costs. After these and other questions were answered in November, the Committee voted 4-0 to recommend approval of the connection to the City Council.

DISCUSSION:

Implementation of the Stearns Street connection would include final design to develop construction level plans, and procurement of a construction contractor for construction. The proposed budget for the project includes the cost of design and construction for the connection. In addition, the Transportation Committee recommended budgeting for additional mitigation trees to be planted at a location to be determined to replace the lost canopy in the project area. 25 trees will need to be removed, and 41 trees are needed to replace this lost canopy. Finally, the Committee recommended sidewalk improvements to and traffic calming on the existing section of Stearns Street to keep traffic speeds low and provide for pedestrian safety.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

The total budget, including elements described above, is \$480,000. Developer payments of \$20,853 will be used, with the remaining funds taken from sales tax capital improvement funds left over from various projects in the 2006 Transportation Bond Project.

ATTACHMENTS: SRF (#3), BA (#4), Stearns Information Packet (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1593

Create a project budget for an extension of Stearns Street

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CREATE A PROJECT BUDGET FOR AN EXTENSION OF STEARNS STREET BETWEEN VANTAGE DRIVE AND OLD MISSOURI ROAD

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, to create a project budget for an extension of Stearns Street between Vantage Drive and Old Missouri Road.

City of Fayetteville Staff Review Form

2023-1593

Item ID

1/16/2024

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

Chris Brown

12/29/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment to create a project budget for the extension of Stearns Street, between Vantage Drive and Old Missouri Road.

Budget Impact:

4470.800.8820-5809.00

Sales Tax Capital Improvement Fund

Account Number

Fund

06035.2024.2401

Stearns Street Extension

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,760,155.00

Expenses (Actual+Encum)

\$ 285,413.03

Available Budget

\$ 1,474,741.97

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 20,853.00

Remaining Budget

\$ 1,495,594.97

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

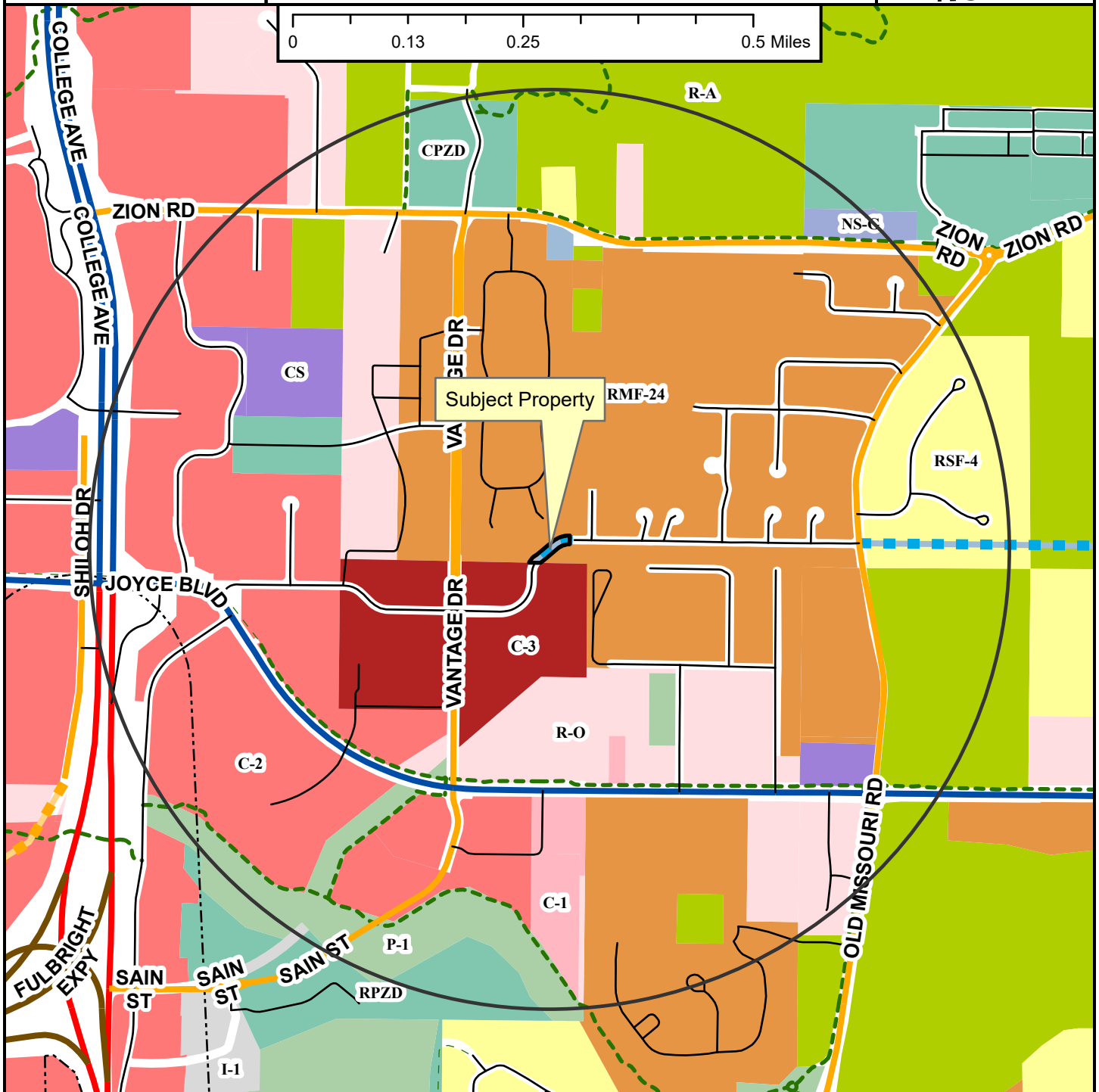
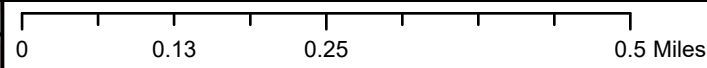
Comments:

Budget Year	Division	Adjustment Number
2024 (BY)	ENGINEERING (621)	
	Requestor: Chris Brown	

Collection of Funds in Various subprojects under Project 06035 to a new subproject to fund the Stearns Street Extension Project; also to recognize revenue from the offsite escrow account for the project.

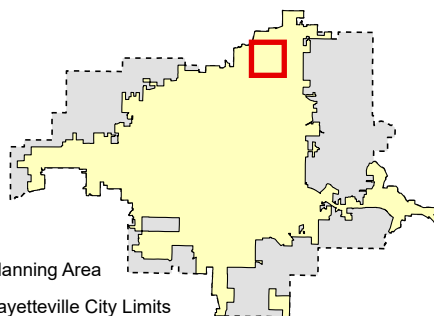
	COUNCIL DATE:	1/16/2024
	ITEM ID#:	2023-1593
	Holly Black	
	12/29/2023 7:57 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

Page 458 of 1115

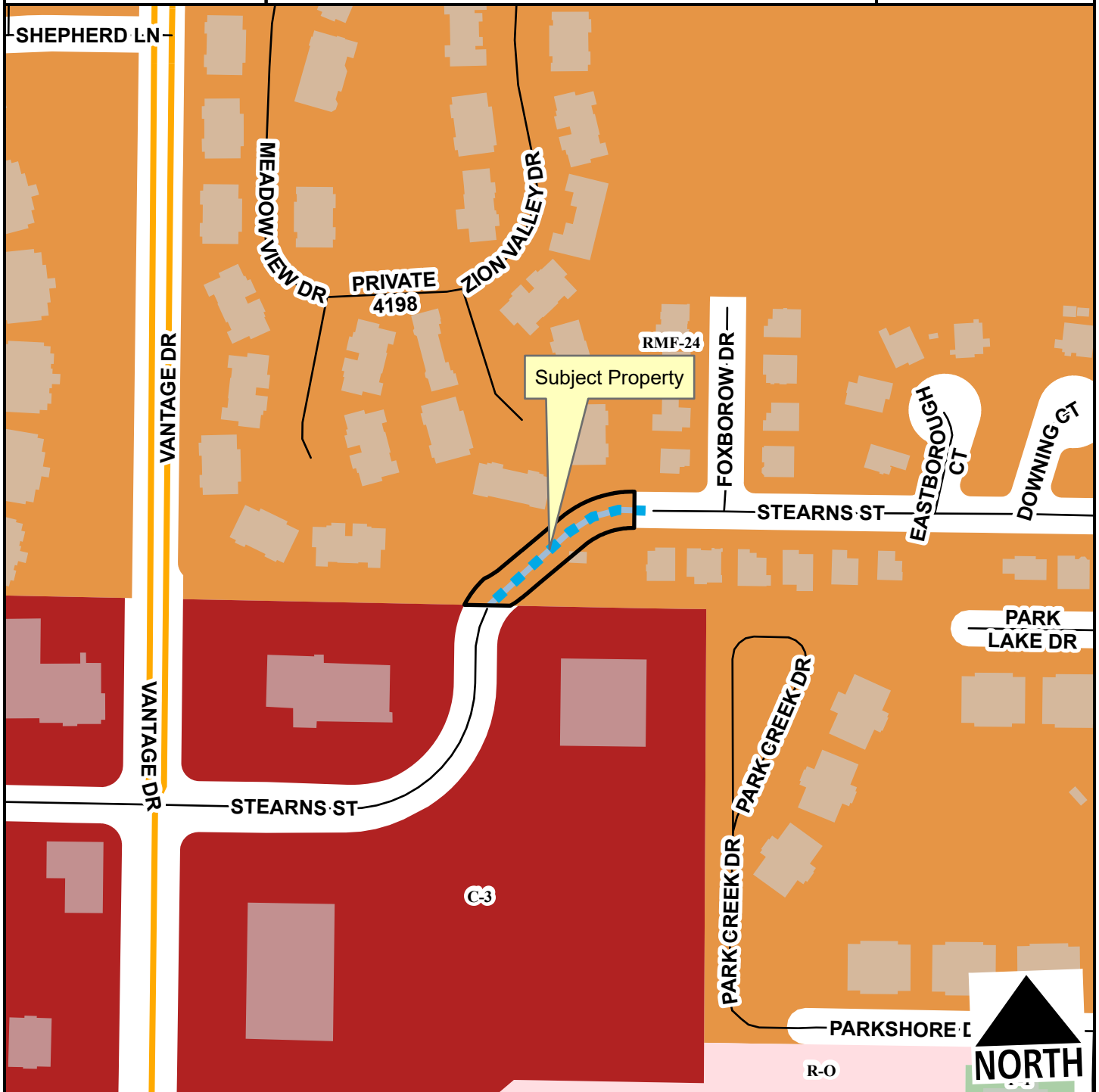


- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area

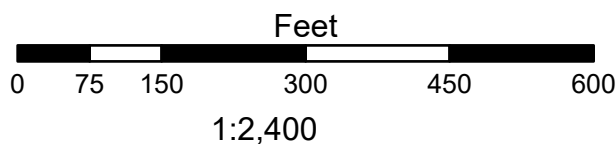
Planning Area
Fayetteville City Limits



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
- RH-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
- RMF-12
- RMF-13
- RMF-24
- RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
- C-1
- C-2
- C-3
- FORM BASED DISTRICTS**
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits



- RMF-24
- Residential-Office
- C-3
- P-1

ADM-2023-0033

Current Land Use

E. STEARNS ST



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



TO: Fayetteville Planning Commission

FROM: Chris Brown, Public Works Director
Jessie Masters, Development Review Manager

MEETING DATE: September 11, 2023 **Updated with results from 9/11/2023 PC Meeting**

SUBJECT: **ADM-2023-0033: Administrative Item (E. STEARNS STREET/CITY OF FAYETTEVILLE, 136):** Submitted by CITY STAFF for property NORTH OF VANTAGE OFFICE PARK AND WEST OF BROOKHOLLOW SUBDIVISION. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is for confirmation of the Master Street Plan connection for Stearns Street.

RECOMMENDATION:

Staff recommends forwarding **ADM-2023-0033** to the Transportation Committee with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **ADM-2023-0033** to the Transportation Committee with a recommendation of approval."*

BACKGROUND:

Stearns Street, between Old Missouri Road and Vantage Drive, has been on the Master Street Plan for many years. The eastern segment, connecting to Old Missouri Road, was constructed in the late 1980's as part of a residential development (Brookhollow Subdivision). The western section, connecting to Vantage Drive, was constructed in 2018 as part of a commercial subdivision (Vantage Office Park), leaving a gap of approximately 260 feet between the two constructed segments. Right-of-way for the unconstructed segment was dedicated in the late 1990's as part of the Bellafont Gardens development. Since that time, the Bellafont Gardens Property Owners' Association has used the right-of-way for maintenance purposes, and has constructed a maintenance shed within the right-of-way.

During the development of the commercial subdivision, an assessment for construction of the connection was charged to each individual development in the subdivision; the amount of the assessment was based the traffic generated by the development as a percentage of the street capacity. The total of these assessments is \$20,853.43. A summary of the amounts and dates of assessments are as follows:

LSD 19-6580 Lot 4	3/25/2019 (PC)	\$3,289.92
LSD 19-6720 Lot 1	7/8/2019 (PC)	\$2,735.27
LSD 20-7106 Lot 2	5/28/2020 (SC)	\$6,564.65
LSD 20-7141 Lot 5	7/2/2020 (SC)	\$0.00
LSD-2023-0003 Lot 3	5/22/2023 (PC)	\$8,263.59
Total Assessed:		\$20,853.43

It should be noted that the assessment for Lot 2 was approved as either a street or sidewalk connection; the remaining assessments did not speak to this detail.

These funds are time limited and must be spent within 7 years of the date they were collected. Therefore, staff needs to proceed with design and construction of the connection in a timely manner, or the collections will need to be refunded to the lot developers.

Proposal: Staff requests a recommendation from the Planning Commission to the Transportation Committee affirming the planned Stearns Street connection on the Master Street Plan.

DISCUSSION:

Implementation of the Stearns Street connection would include final design to develop construction level plans, and procurement of a construction contractor for construction. Due to the history of discussions about this connection during lot development of Vantage Office Park, staff initiated a public feedback process that included an online survey and a public meeting near the connection site on July 31 of this year.

Public Comment summary: Attached is a summary of online survey data collected between July 5 and August 4, 2023, and a summary of the results. In the online survey, participants were asked to vote on support for a full street connection, or a pedestrian/bike only section. The questions were designed to provide an indication of sentiment for these options, as well as for no connection at all. The responses were quite polarized, with most responses being either “highly supportive” or “highly opposed” to the connection. The survey included questions regarding respondents’ proximity to and usage of Stearns Street, along with demographic data. As would be expected, those living within a ½ mile of the street were generally supportive than those living further away, indicating concerns regarding traffic impacts to residents along and near the street.

The public meeting held on Stearns Street was mostly attended by those opposed to the street (a poll or survey was not taken; rather, the residents who attended were directed to the online survey). Approximately half of the attendees were residents of Bellafont Gardens, the remaining half resided on Stearns or adjacent streets in the Brookhollow Subdivision. It should be noted that Bellafont Gardens streets will not connect to Stearns; therefore, this neighborhood will not be impacted by additional traffic, nor will it have any additional street access. The only impact will be due to the use of the City right-of-way that is currently being used for neighborhood maintenance services.

Finally, there was general neighborhood support for sidewalk improvements, and to a lesser extent traffic calming, if the street connection is made.

RECOMMENDATION: Staff recommends forwarding ADM-2023-0033 to the Transportation Committee with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>September 11, 2023</u>	☐ Tabled	☒ Approved	☐ Denied
Motion: Sparkman	FORWARDED TO THE TRANSPORTATION COMMITTEE WITH A RECOMMENDATION OF APPROVAL		
Second: Brink			
Vote: 8-1-0 (Commissioner Payne voting no)			



TO: Chris Brown, Public Works Director

THRU: Matt Mihalevich, Active Transportation Manager
Mellissa Boyd, Staff Engineer

FROM: Dane Eifling, Mobility Coordinator

DATE: 4 August 2023

SUBJECT: **Stearns Street Extension Public Feedback Summary**

RECOMMENDATION:

Present public feedback to Transportation Committee.

BACKGROUND:

At the direction of the City Council's Transportation Committee City staff has worked to engage with residents and collect feedback on the proposed connection of East Stearns Street between Old Missouri Road and Vantage Drive.

Public outreach has consisted of an online survey, a media release, social media posts, mailers and an in-person neighborhood meeting. The Speak Up Fayetteville survey opened on July 5th and as of August 4th has received 168 responses. Mailers were sent out to approximately 80 addresses of adjacent residents and property owners which included a QR code for the online survey and time/date information for the in-person input session. The in-person inputs session was held the evening of July 31st and was hosted by 3 staff members and was attended by approximately 50 residents and was covered by KNEW news.

DISCUSSION:

General take-aways from the online survey results:

1. Polarized results with most responses either "highly supportive" or "highly opposed" to the project.
2. Respondents that identified as living within ½ mile of the project were much less supportive of the street connection and much more supportive of the pedestrian/bike only connection.
3. Respondents identifying as being under the age of 40 were significantly more supportive of all project options compared to respondents identifying as being 40 years old or older.

Question #1 "What option describes your level of support for the following:"

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	60%	36%	+24%
Pedestrian ONLY connection, such as	48%	36%	+12%
Improvements to the sidewalks if/when the street is connected	63%	21%	+39%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	47%	38%	+9%

Question # 1 when filtered for those self-identifying as living within ½ mile of the project:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	35%	62%	-27%
Pedestrian ONLY connection, such as	57%	36%	+21%
Improvements to the sidewalks if/when the street is connected	46%	36%	+10%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	49%	46%	+3%

Question # 1 when filtered for those self-identifying as under the age of 40:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	70%	21%	+49%
Pedestrian ONLY connection, such as	52%	22%	+30%
Improvements to the sidewalks if/when the street is connected	81%	11%	+70%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	54%	32%	+19%

Question # 1 when filtered for those self-identifying as over the age of 40:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	53%	44%	+9%
Pedestrian ONLY connection, such as	46%	40%	+6%
Improvements to the sidewalks if/when the street is connected	51%	27%	+24%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	42%	41%	+1%

General Noted from the in-person meeting:

1. Residents who attended expressed a general opposition to the street connection
2. Approximately half of those in attendance were residents of the Bellafont Gardens neighborhood and half residents of Stearns and adjoining streets
3. Residents expressed concerns about potential cut-through traffic and speeding
4. Residents expressed desire for a traffic study or projections that would consider new apartment developments on Old Missouri Rd and the new office park on Vantage Dr
5. Residents expresses interest in sidewalk/trail connection for improved pedestrian and bicycle connection.
6. Residents expressed general desire for a final resolution of the issue/question of whether the street will be extended or not.

Opposition to the street extension has come primarily from residents of Stearns and adjoining streets as well as residents of Bellafont Gardens neighborhood to the north west of the project. It is important to note that neither the proposed street connection nor trail/sidewalk would connect to Bellafont Gardens streets and would have no impact on existing traffic patterns or access for this neighborhood. However, Bellafont Gardens neighborhood residents have constructed privacy fences and Property Owners Association maintenance shed within city right of way. These structures would be removed if the street were extended. A trail or sidewalk connection could be made without full removal of the existing structures.

Attachments:

Speak Up Fayetteville survey response summary

Stearns Street Extension - Public Input Survey

SURVEY RESPONSE REPORT

08 August 2018 - 03 August 2023

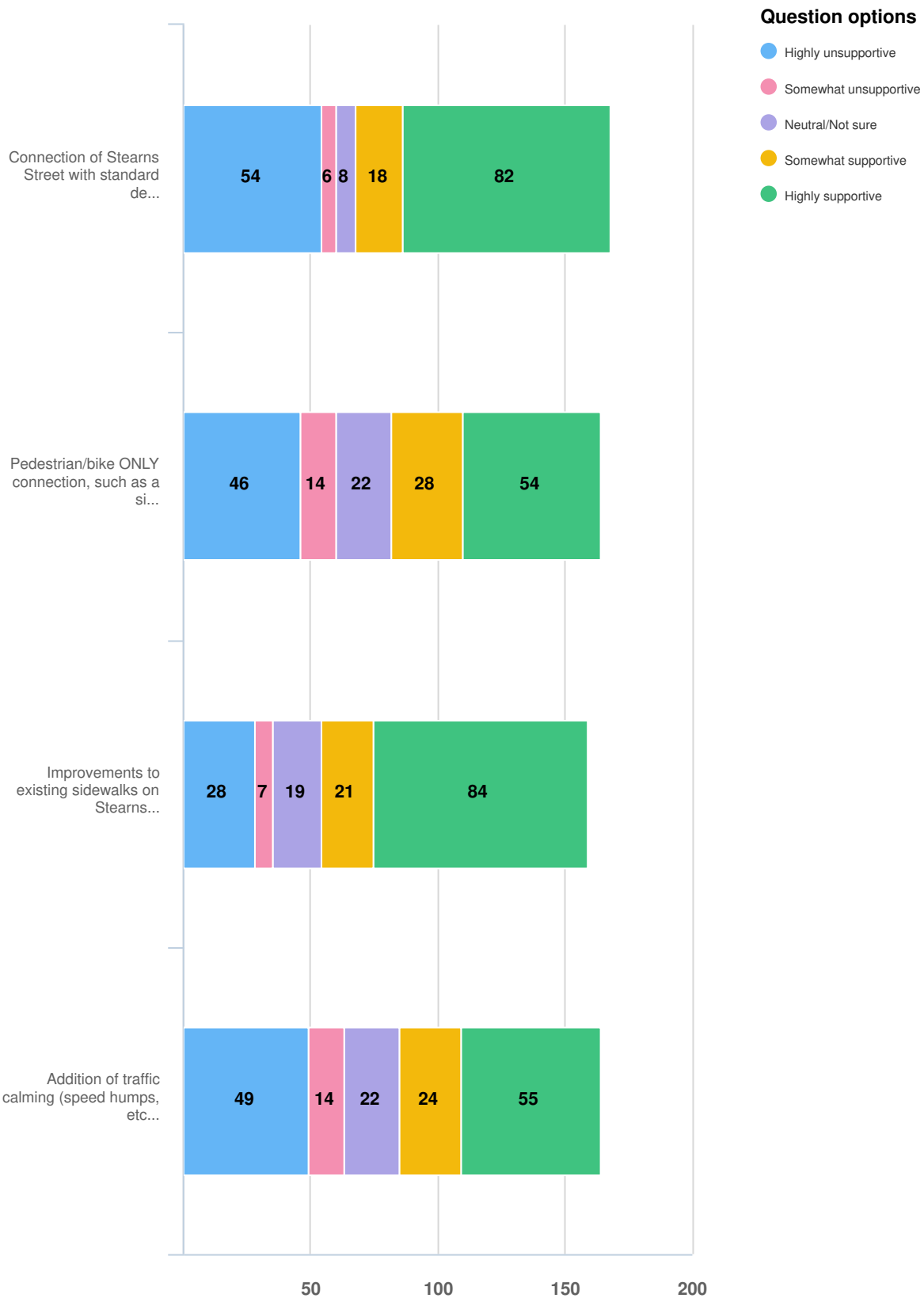
PROJECT NAME:

Stearns Street Extension



SURVEY QUESTIONS

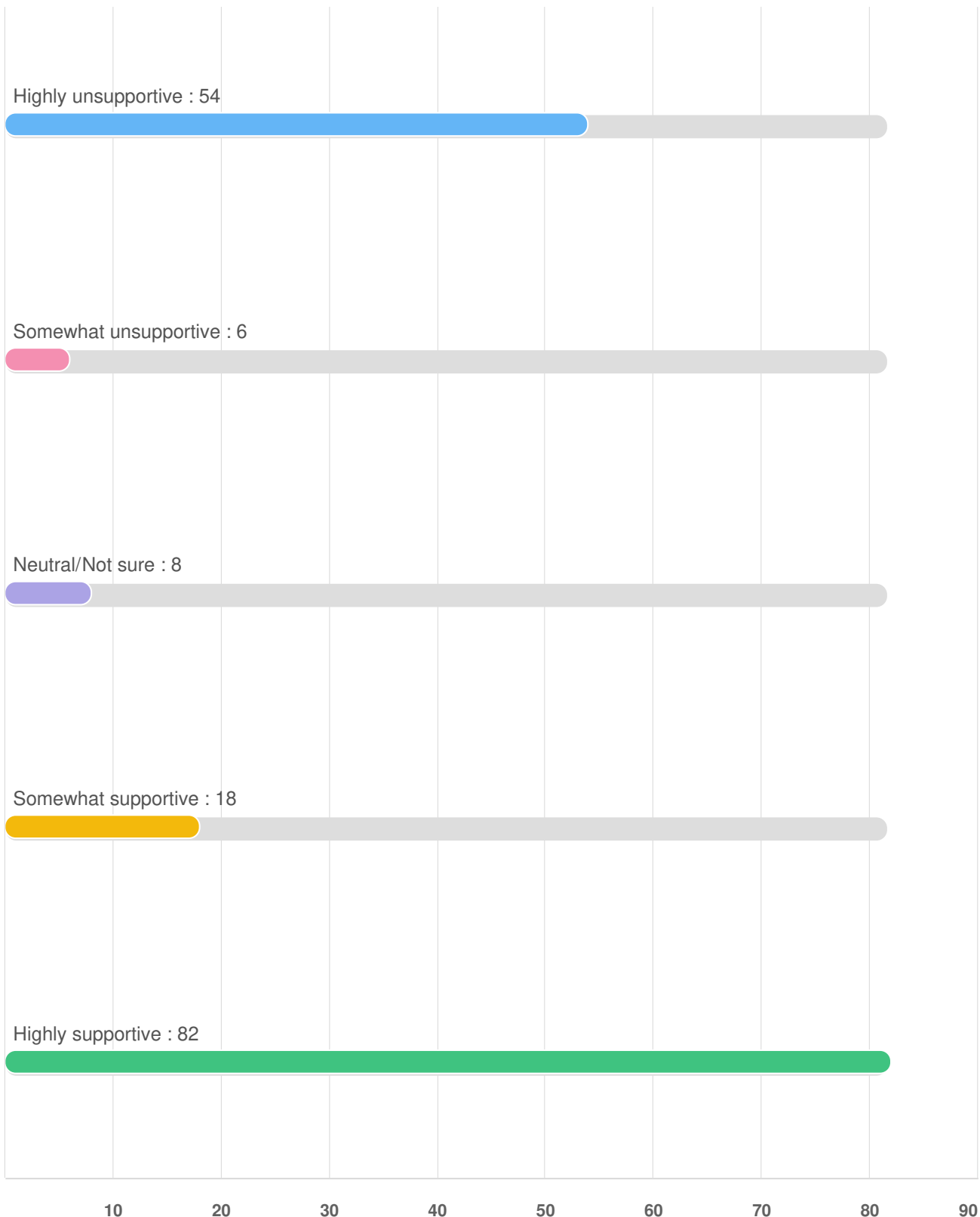
Q1 What option describes your level of support for the following statements:



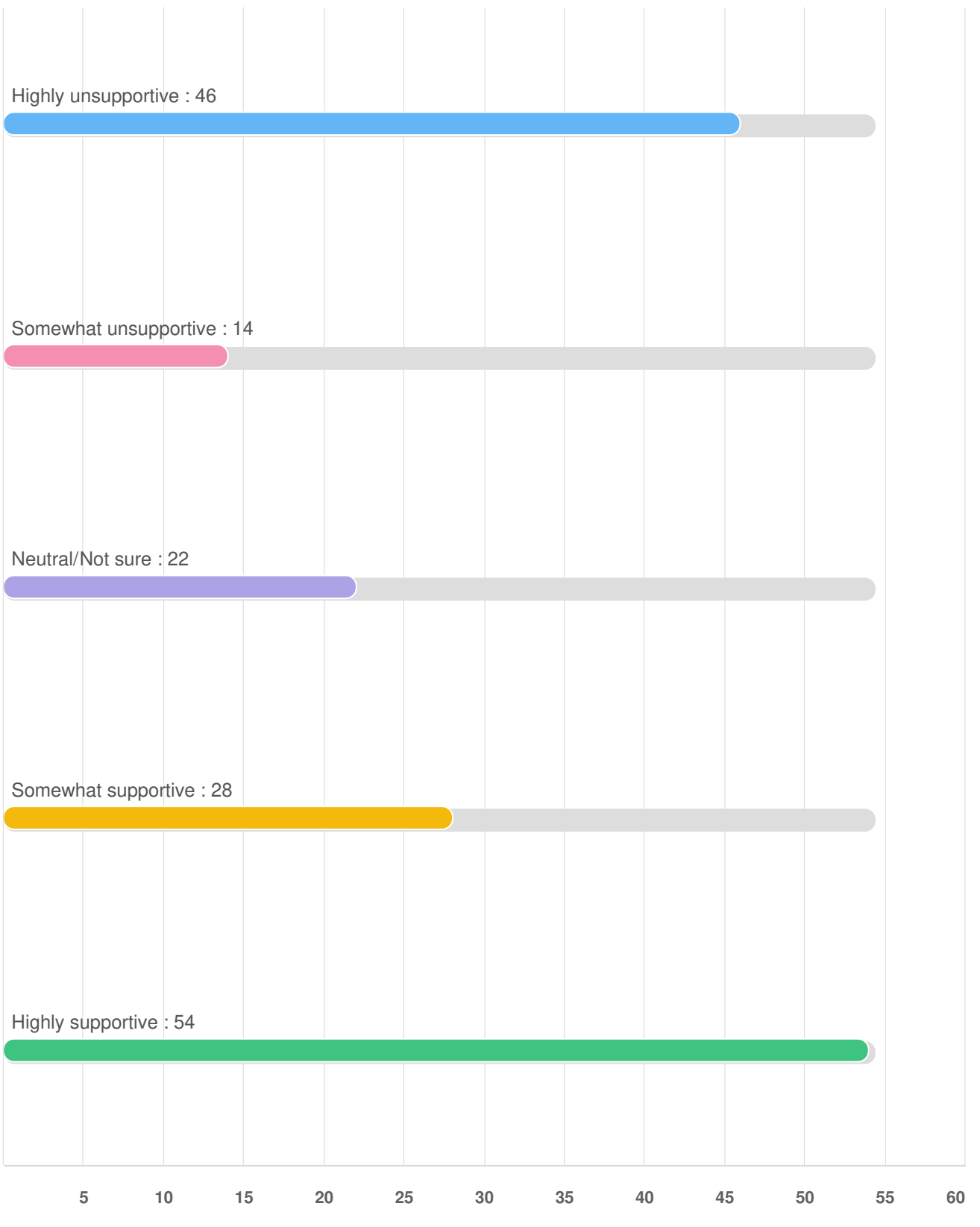
Optional question (168 response(s), 0 skipped)
Question type: Likert Question

Q1 | What option describes your level of support for the following statements:

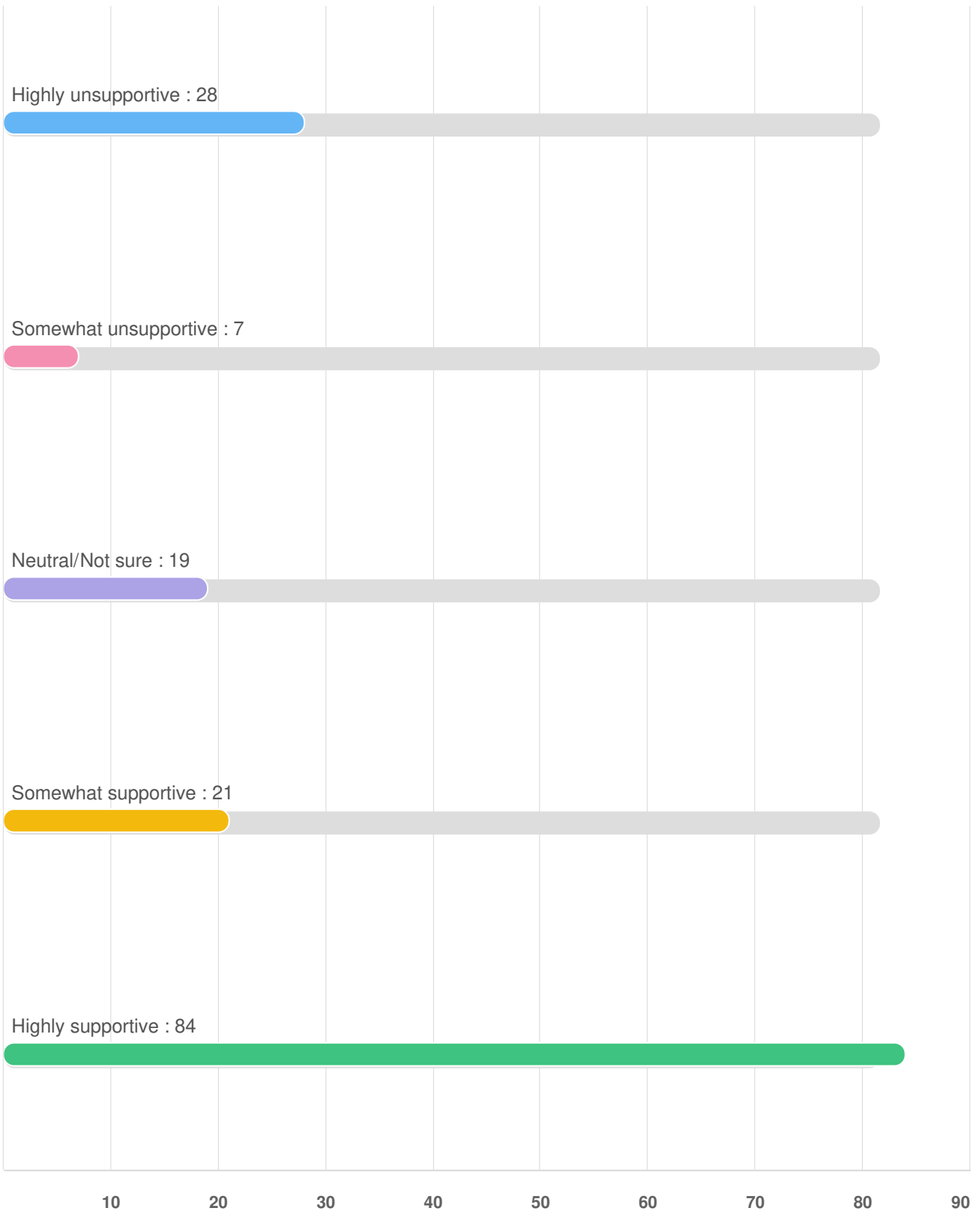
Connection of Stearns Street with standard design, including sidewalks and driving lanes.



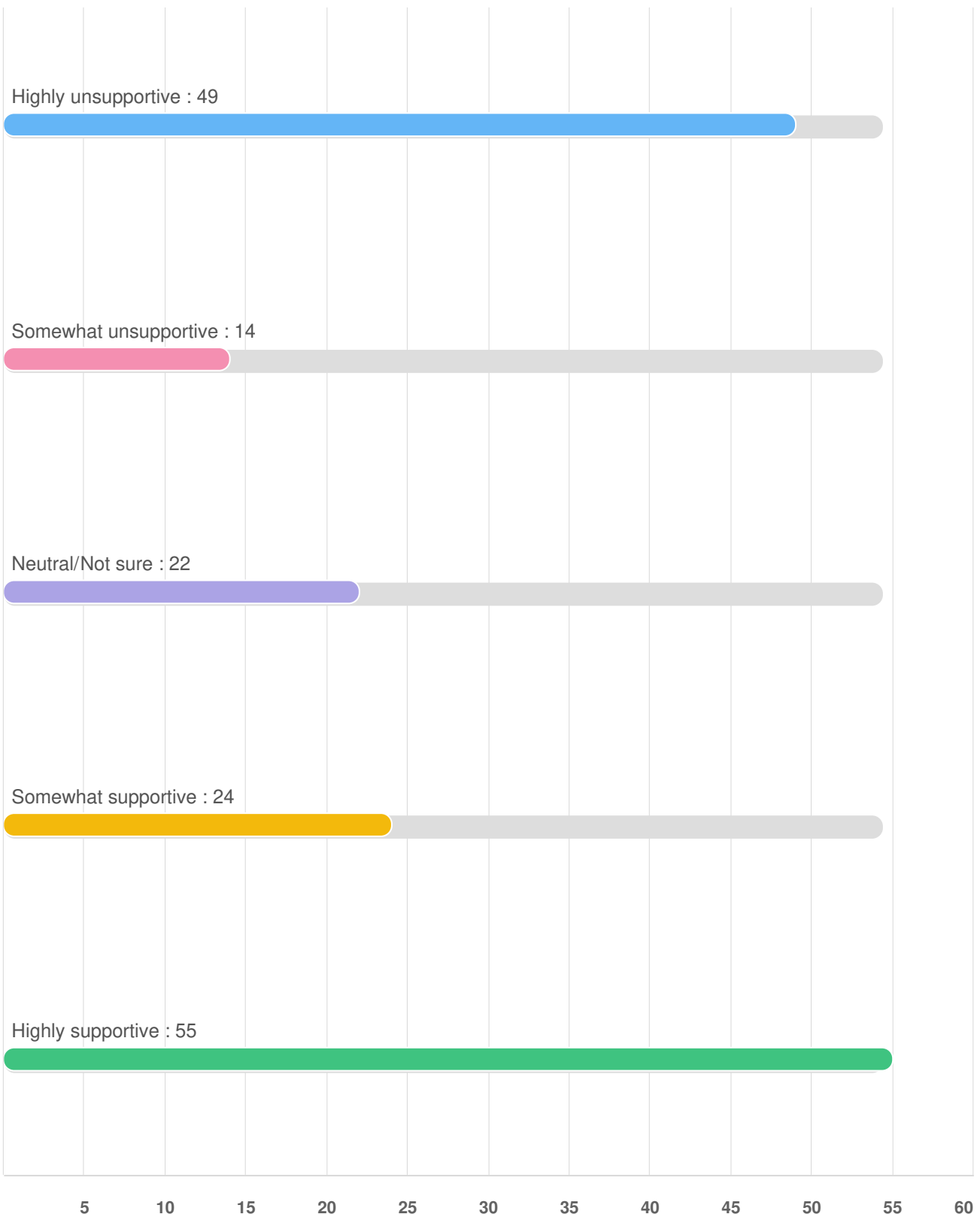
Pedestrian/bike ONLY connection, such as a sidewalk or trail.



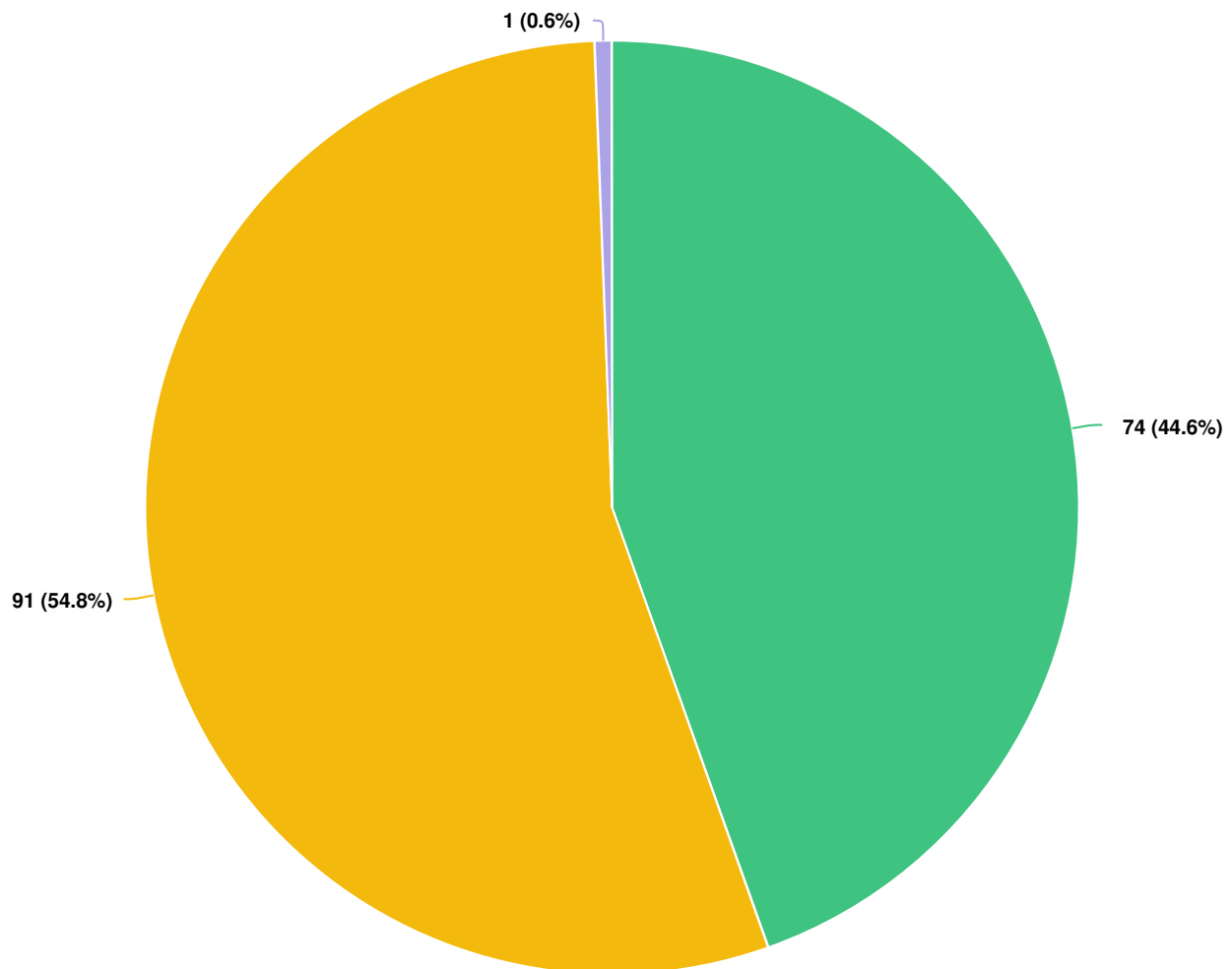
Improvements to existing sidewalks on Stearns Street if/when the street is connected.



Addition of traffic calming (speed humps, etc.) on Stearns Street if/when the street is connected.



Q2 Do you live within 1/2 mile of Stearns Street?

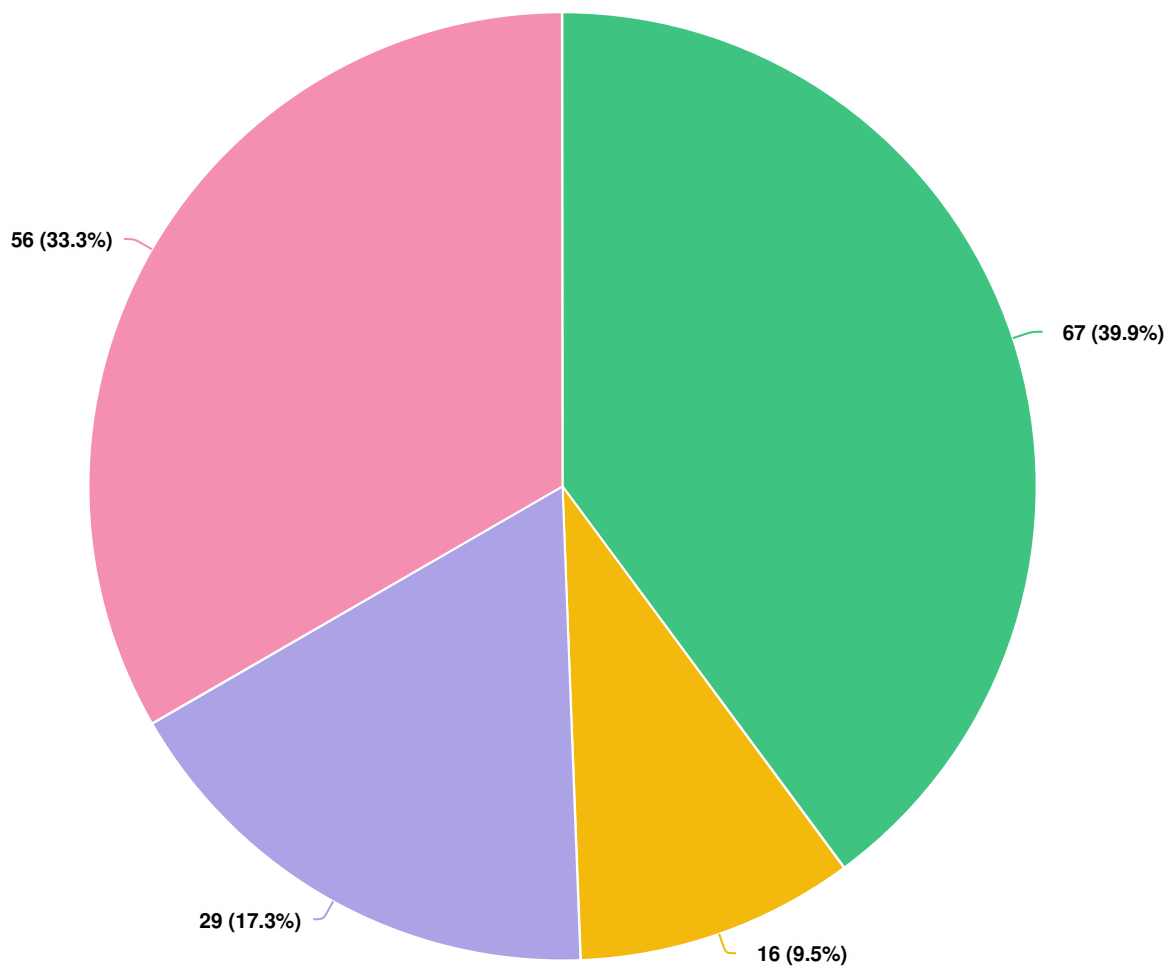


Question options

☐ Not sure ☐ No ☐ Yes

Optional question (166 response(s), 2 skipped)
Question type: Radio Button Question

Q3 How often do you travel along Stearns Street?

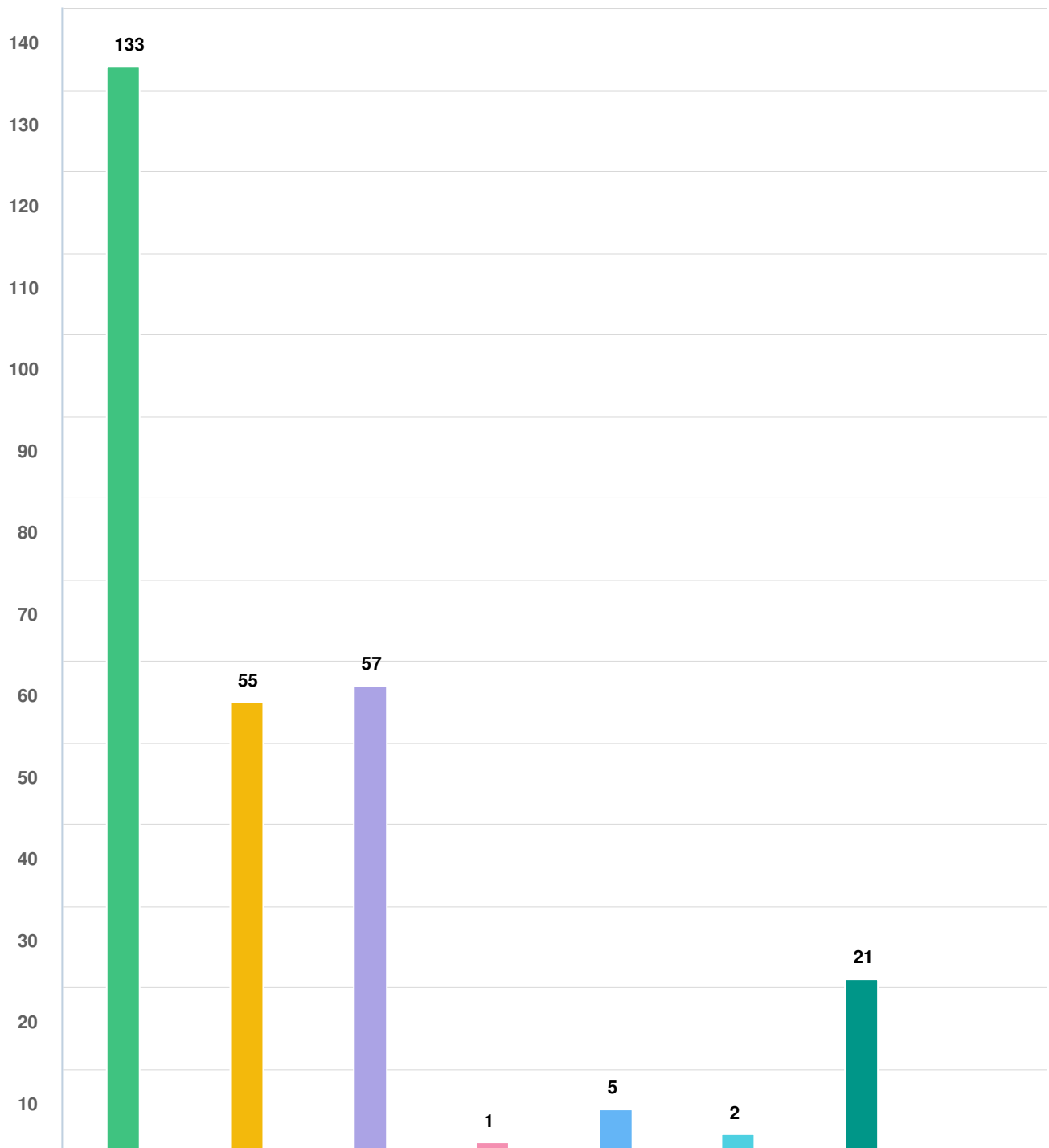


Question options

● Less than monthly or not at all ● Monthly ● Weekly ● Daily

Optional question (168 response(s), 0 skipped)
Question type: Radio Button Question

Q4 How have you traveled along Stearns Street? Choose all that apply:

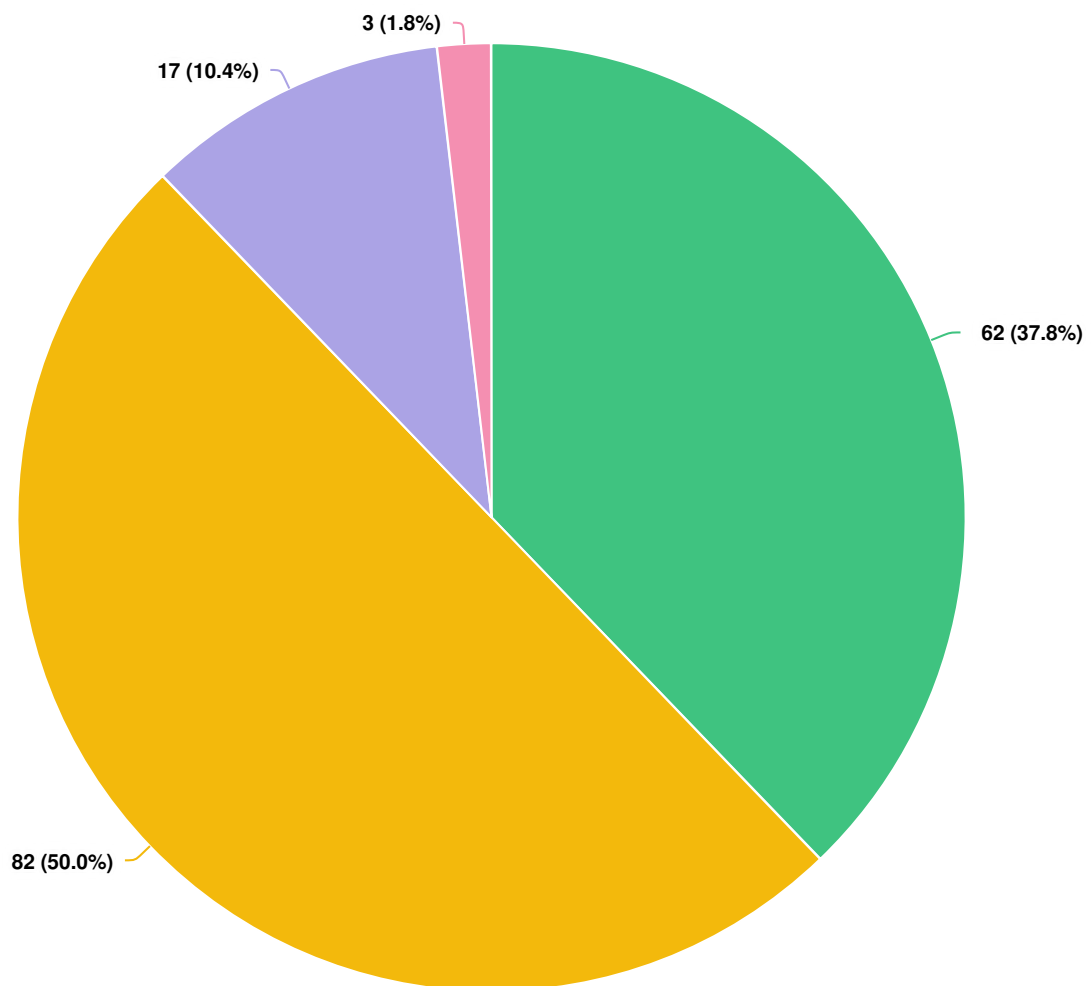


Question options

- Other (please describe) N/A Transit or taxi E-Scooter or other mobility device Wheelchair Walk
- Bicycle Drive

Optional question (166 response(s), 2 skipped)
Question type: Checkbox Question

Q5 What is your gender?

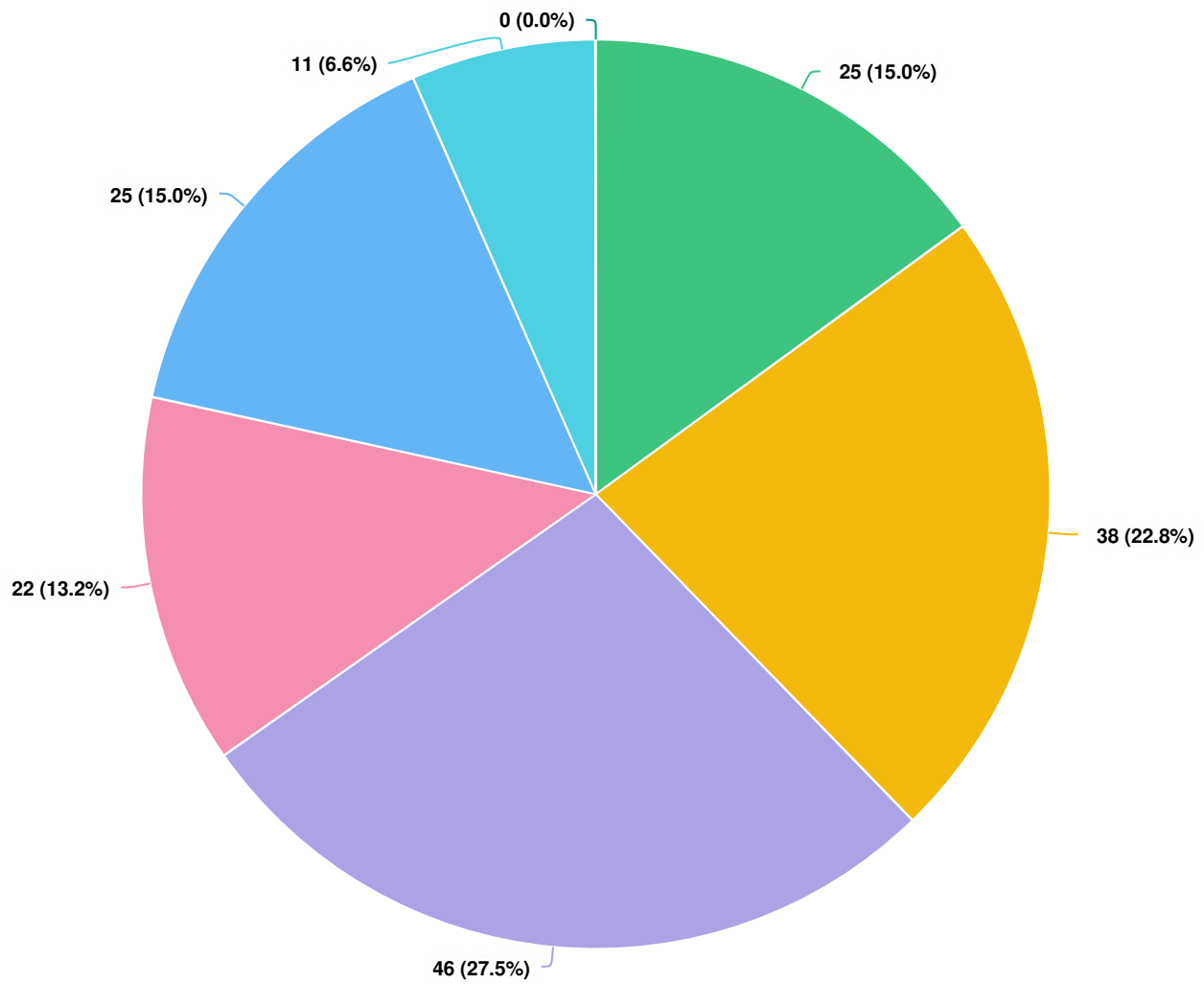


Question options

Non-binary Prefer not to say Male Female

Optional question (164 response(s), 4 skipped)
Question type: Radio Button Question

Q6 What is your age?

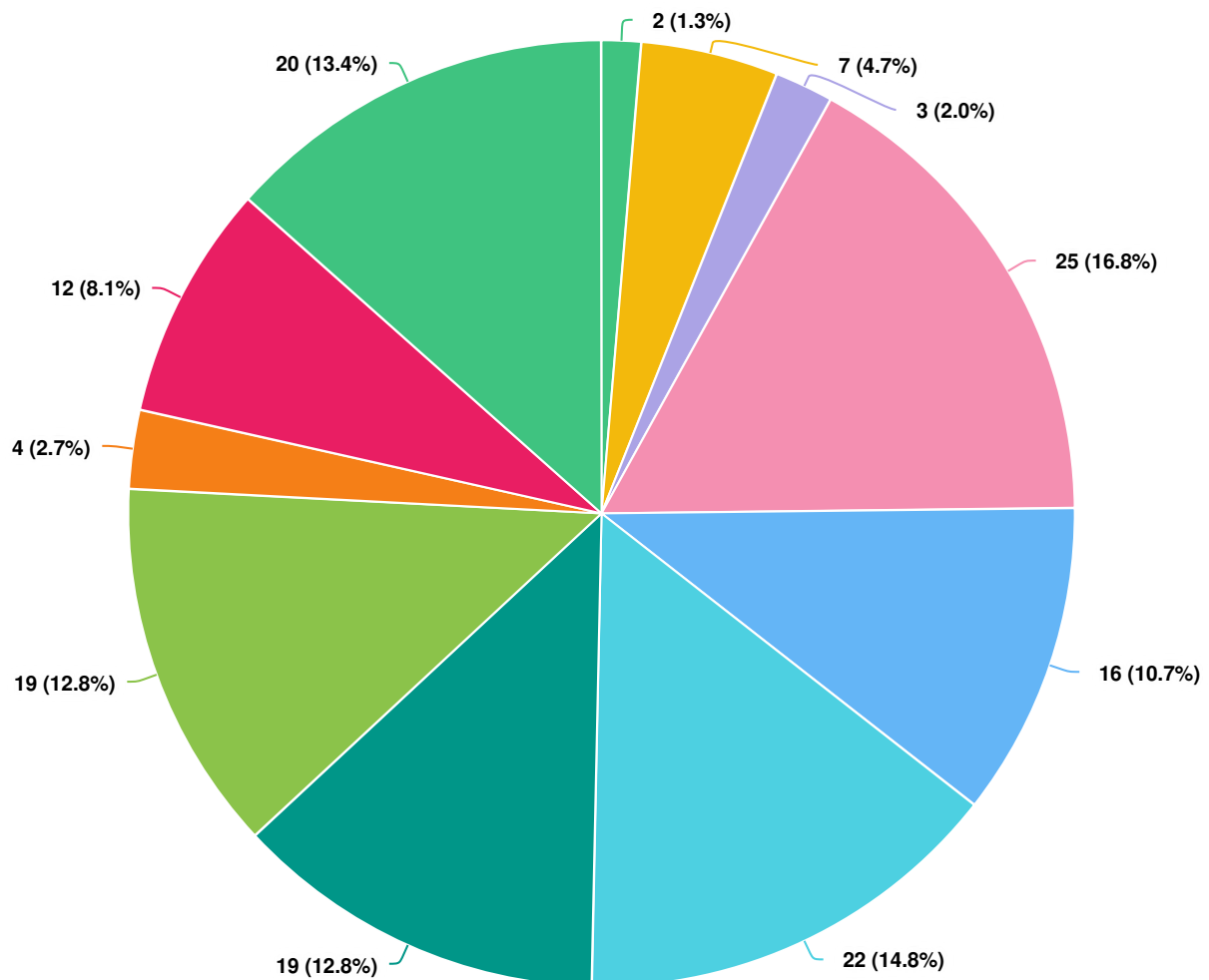


Question options

● Under 18
 ● 70 or greater
 ● 60-69
 ● 50-59
 ● 40-49
 ● 30-39
 ● 18-29

Optional question (167 response(s), 1 skipped)
Question type: Radio Button Question

Q7 What is your annual household income?

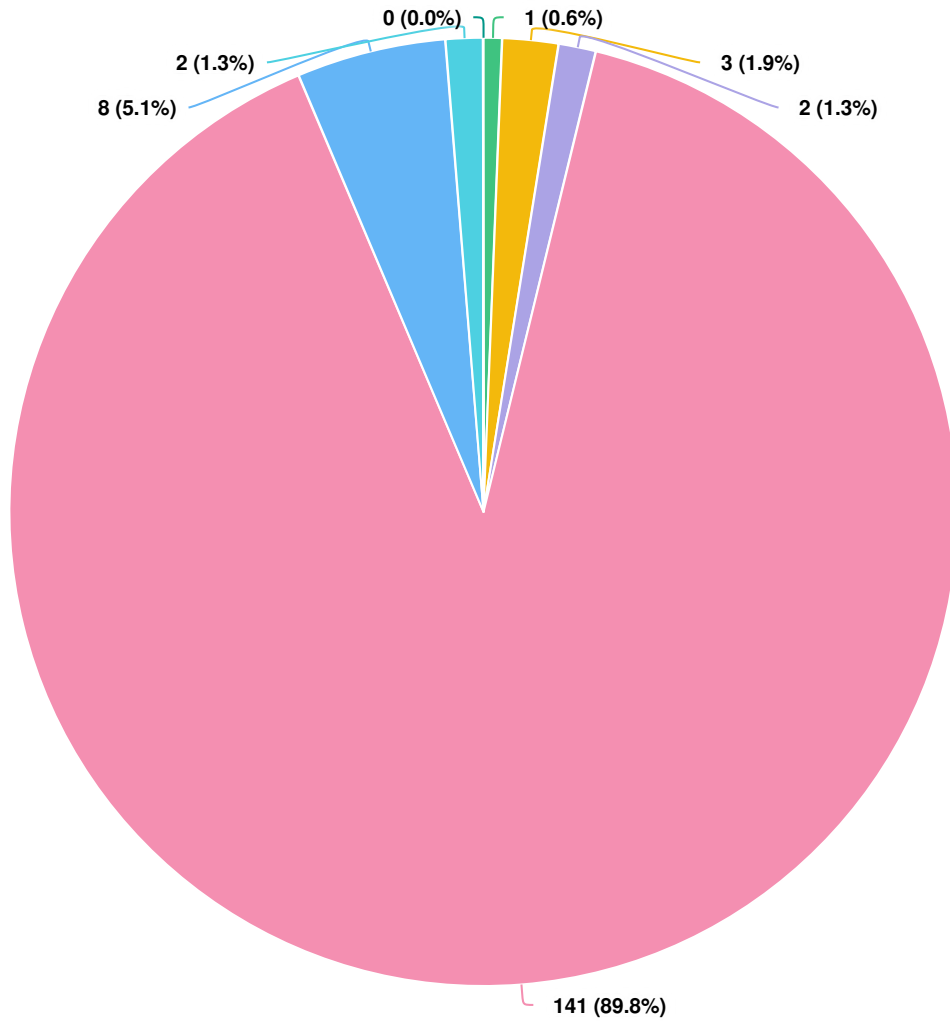


Question options

- \$200,000 or greater
 ● \$155,000 to \$199,999
 ● \$135,000 to \$154,999
 ● \$115,000 to \$134,999
- \$95,000 to \$114,999
 ● \$75,000 to \$94,999
 ● \$55,000 to \$74,999
 ● \$35,000 to \$54,999
 ● \$25,000 to \$34,999
- \$11,880 to \$24,999
 ● Less than \$11,880

Optional question (149 response(s), 19 skipped)
Question type: Radio Button Question

Q8 What is your race/ethnicity?

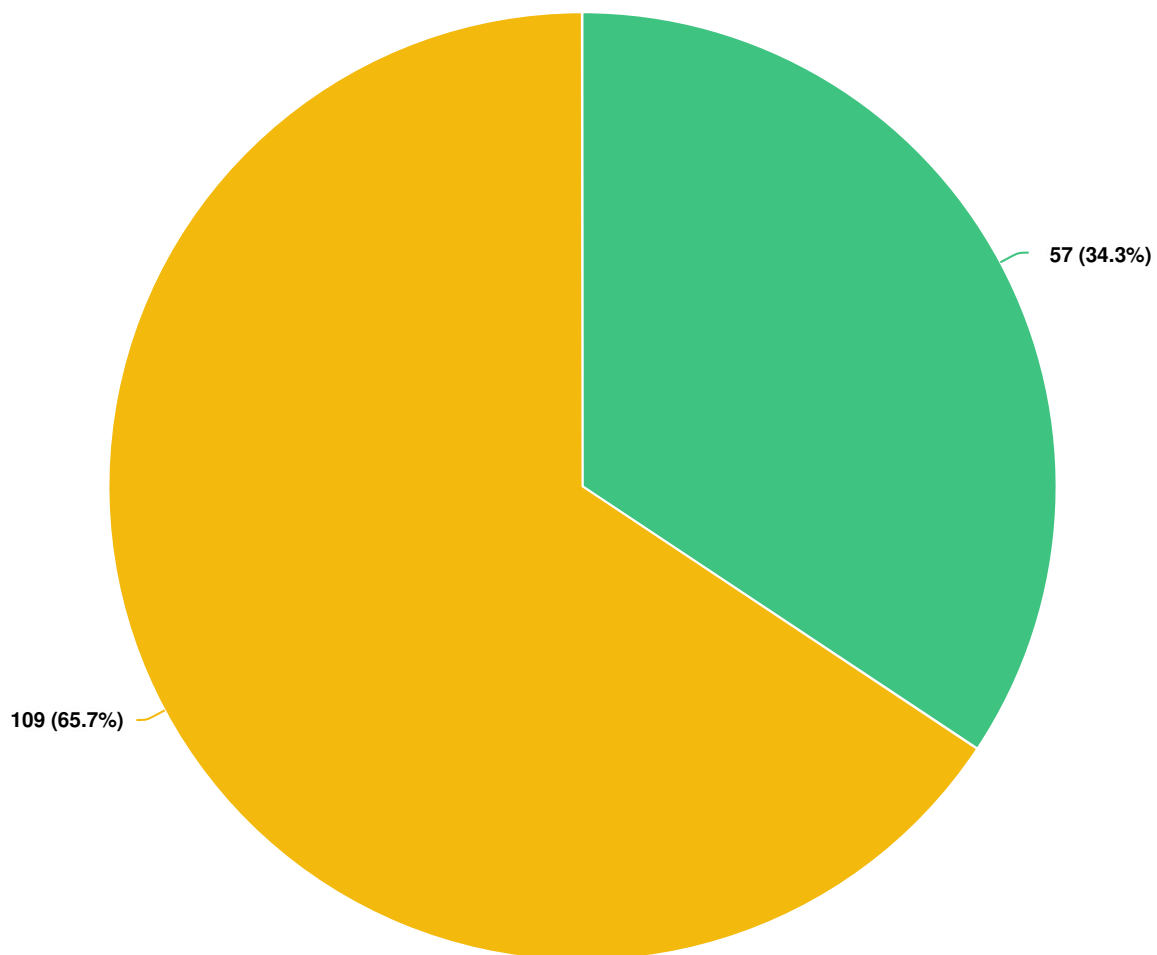


Question options

- Asian or Pacific Islander
 ● Other (please specify)
 ● Two or more races
 ● White
- Native American or Alaska Native
 ● Hispanic or Latino
 ● Black or African-American

Optional question (157 response(s), 11 skipped)
Question type: Radio Button Question

Q9 Would you like to be contacted with future updates on this project?

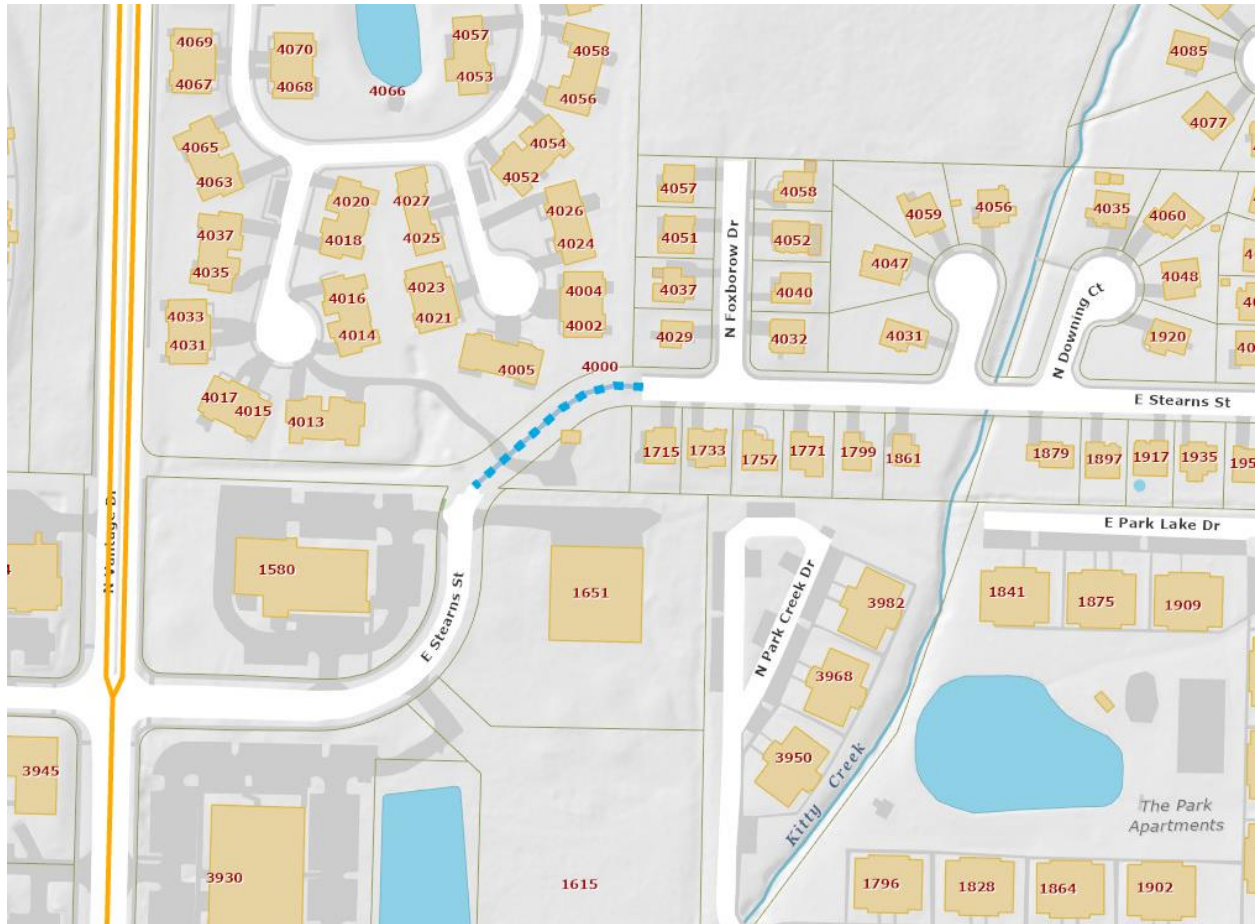


Question options

☐ No ☐ Yes

Optional question (166 response(s), 2 skipped)
Question type: Radio Button Question

2040 Master Street Plan Exhibit





MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE:

SUBJECT: **Approval of a resolution authorizing the purchase of property and structure located at 2633 N Gregg Avenue (parcel #765-15904-000) , in the amount of \$525,000 plus \$10,000 for the associated closing costs and to approve a budget adjustment.**

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the purchase of property and structure located at 2633 N Gregg Avenue (parcel #765-15904-000), in the amount of \$525,000 plus \$10,000 for the associated closing costs and to approve a budget adjustment.

BACKGROUND:

The extension of Futrall Drive has long been on the City's Master Street Plan, to provide additional access to approximately 150 acres of undeveloped property west of the railroad tracks, east of Garland Avenue, and north of Drake Street. The connection will provide a more direct access from the property to the Fulbright Expressway and will include pedestrian facilities to allow for safe crossings at the railroad and Gregg Avenue.

On December 15, 2020, the City Council approved an agreement with the Arkansas Missouri Railroad for the construction of a new railroad crossing at North Futrall Drive and North Gregg Ave. As part of the agreement, the railroad required the closure of an existing crossing.

DISCUSSION:

After the agreement with the railroad was approved, City staff began looking at options to allow for the closure of the existing railroad crossing at Jocelyn Lane. The original concept included the extension of a private drive from the south that included a new bridge crossing of Sublett Creek to access the two properties served by the existing railroad crossing. A preliminary design was prepared, and a cost estimate was developed. With a cost estimate of over \$1,000,000, staff decided to explore other options.

The City Land Agents ordered appraisals of the two properties to evaluate the option to purchase the properties instead of providing access. These properties are both located along the Razorback Greenway and could be an asset to the City's trail system. The 2022 appraised value of the two properties was \$695,000.

With the significant savings possibility with this option, staff reached out to the property owners to begin conversations regarding the purchases. Fortunately, both owners were open to the discussion. In September of 2023, Quality Life Associates provided an updated appraisal of their property for \$546,000. The property contains 1.1 acres and a 3,100 square foot home. After negotiations with the owner, an amount of \$525,000

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

was agreed upon.

BUDGET/STAFF IMPACT:

The proposed source for the funding would be the 2019 Transportation Bond Funds.

ATTACHMENTS: SRF (#3), BA (#4), 2633 N Gregg Ave Land Sale Agreement (#4), Quality Life Associates Executed Offer - Brookside 12.11.23 (#5), 2633 Gregg Vicinity Map (#6), 2633 N Gregg Ave Appraisal (#7), 2633 N Gregg (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1678

Approval of a resolution authorizing the purchase of property and structure located at 2633 N Gregg Avenue (parcel #765-15904-000) , in the amount of \$525,000 plus \$10,000 for the associated closing costs and to approve a budget adjustment.

A RESOLUTION TO APPROVE THE PURCHASE OF PROPERTY LOCATED AT 2633 N. GREGG AVENUE OWNED BY QUALITY LIFE ASSOCIATES, INC. IN THE AMOUNT OF \$525,000.00 PLUS \$10,000.00 FOR CLOSING COSTS, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT

WHEREAS, the extension of Futrall Drive has long been on the City's Master Street Plan to provide additional access to approximately 150 acres of undeveloped property west of the railroad tracks, east of Garland Avenue, and north of Drake Street; and

WHEREAS, on December 15, 2020, City Council approved an agreement with the Arkansas Missouri Railroad for the construction of a new railroad crossing at North Futrall Drive and North Gregg Ave.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of property located at 2633 N. Gregg Ave. owned by Quality Life Associates, Inc. in the amount of \$525,000.00, plus \$10,000.00 for the estimated closing costs.

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

City of Fayetteville Staff Review Form

2024-1678

Item ID

2/6/2024

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

Matt Casey

1/11/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution authorizing the purchase of property and structure located at 2633 N Gregg Avenue (parcel #765-15904-000), in the amount of \$525,000 plus \$10,000 for the associated closing costs and to approve a budget adjustment.

Budget Impact:

4702.860.7220-5805.00

2022 Transportation Bond Funds

Account Number

Fund

46020.7220

Futrall/Gregg and Shiloh/Gregg RR Crossings

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 297,452.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 297,452.00

Does item have a direct cost? Yes

Item Cost

\$ 535,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 535,000.00

Remaining Budget

\$ 297,452.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year 2024	Division /Org2 ENGINEERING (621) Requestor: Matt Casey	Adjustment Number
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Approval of a resolution authorizing the purchase of property and structure located at 2633 N Gregg Avenue (parcel #765-15904-000), in the amount of \$525,000 plus \$10,000 for the associated closing costs and to approve a budget adjustment.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-1678
		<i>Holly Black</i>
		<i>1/17/2024 10:07 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation (hereinafter "City" or "Fayetteville") and **Quality Life Associates, Inc.** (hereinafter "the Seller").

TERMS AND CONDITIONS

1. PURCHASE AND SALE

Subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to purchase, and the Seller agrees to sell, the following described property (the "Property"):

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

2. PURCHASE PRICE

Subject to the terms and conditions, mutual promises and covenants of this Agreement, the City agrees to purchase the Property for **Five hundred twenty-five thousand and no/100 dollars (\$525,000)** to be paid to the Seller by the City on or before the Closing Date.

3. CONTINGENCIES

The City agrees that this sale and all the Agreements set forth herein are subject to and contingent upon approval by the Fayetteville City Council and subsequent execution hereof by the Mayor, of the original offer amount of \$525,000.

The City agrees that this sale shall be contingent upon the property being vacant of all tenants at least ten (10) days prior to closing and Seller is responsible for maintaining that vacancy until closing.

4. CLOSING DATE AND PLACE

Closing shall occur within 90 days following the date this Agreement has been executed by the parties. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville or at another location agreed upon by the parties. The Closing Date may be extended upon the mutual agreement of the parties.

5. DATE OF POSSESSION

Possession of the Property shall be delivered to the City of Fayetteville on the Closing Date free of any tenancies or other third-party possessory rights.

6. TITLE INSURANCE

The Seller shall order a title commitment on the Property, as soon as practicable following the full execution of this Agreement, through Bronson Abstract Company. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), The Seller shall have thirty (30) days from the date of the City notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, the City may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the Seller.

7. *DEED, TAXES, CLOSING COSTS, AND OTHER DOCUMENTS*

On the Closing date, the Seller shall convey marketable and insurable title to the premises by general warranty deed, free and clear of all liens, restrictions, and encumbrances except easements and rights-of-way of record, or as provided in this Agreement.

Taxes and special assessments due on or before the date of closing shall be paid by Seller. Ad valorem taxes shall be prorated as of the date of closing. The City and the Seller shall equally share the cost of a reasonable closing fee imposed by the closing agent employed by parties provided however that the City shall be responsible for any revenue stamps resulting from this transaction and all recording fees for the deed and other documents that need to be filed.

8. *RISK OF LOSS*

Risk of loss as to the Property shall remain with the Seller until the Closing date.

9. *THE CITY OF FAYETTEVILLE'S DUE DILIGENCE*

The City may enter upon the Property to conduct any surveying, testing or inspection it deems necessary to ensure the Property will be appropriate and safe. If the City discovers any problems that would adversely impact its development and use of the Property for its facilities, the City shall notify the Seller who shall be granted sixty (60) days to remediate any problem. The Seller may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by the City.

10. *NOTICES*

Notices required by this Agreement shall be in writing and shall be delivered to:

City of Fayetteville
ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701

Quality Life Associates, Inc.
c/o Elise Alexander
PO Box 2449
Alma, AR 72921

11. *AUTHORITY*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of themselves or their respective entities and that execution hereof will bind all parties to this Agreement.

12. *COUNTERPARTS*

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

13. *FACSIMILE*

For purposes of executing this Agreement, a scanned or facsimile signature shall be as effective as an actual signature.

14. *APPLICABLE LAW*

This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas with venue in Washington County, Arkansas.

15. *SURVIVAL*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

16. *NO WAIVERS*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

17. *TIME OF ESSENCE*

Time is of the essence in this Agreement.

18. *INVALIDITY*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

19. *COMPLETE AGREEMENT*

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by all the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to the City at closing.

IN AGREEMENT WITH ALL OF THE TERMS AND CONDITIONS of this Land Sale Agreement and after being properly authorized by the Fayetteville City Council, the Mayor and City-Clerk Treasurer of the City of Fayetteville, Arkansas, Purchaser, sign their names below:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

Date: _____

By: _____
Kara Paxton
City Clerk-Treasurer

IN AGREEMENT WITH ALL OF THE TERMS AND CONDITIONS of this Land Sale Agreement, Seller, through its authorized agent or representative, signs below:

QUALITY LIFE ASSOCIATES, INC.

By: Elise Alexander
Elise Alexander, Director

WITNESS:

Date: 11/15/2023

By: [Signature]

EXHIBIT A

A part of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows, To-wit: Beginning at a point which is 694.98 feet East and 1057.46 feet South of the Northwest corner of said Southeast Quarter (SE1/4), and running thence South 374.64 feet, thence North 84 degrees 30 minutes east 823.75 feet, thence South 59 degrees 19 minutes 46 seconds East 166.38 feet to the Railroad right of way, thence North 30 degrees 31 minutes West along said right of way 441.75 feet, thence West 738.75 feet to the point of beginning, containing 6.42 acres, more or less. Subject to easements and rights of way of record. LESS AND EXCEPT: Part of the Southeast Quarter of Section 35, Township 17 North, Range 30 West, Washington County, Arkansas being more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southeast Quarter, thence North 89 degrees 38 minutes 21 seconds East, 694.98 feet, thence South 00 degrees 21 minutes 29 seconds East, 1057.46 feet to a ½ inch existing rebar and the Point of Beginning; thence East 517.67 feet to a set p/k nail, thence South 51 degrees 39 minutes 48 seconds East 234.50 feet to a ½ inch existing rebar, thence South 129.36 feet to a ½ inch existing rebar, thence North 84 degrees 17 minutes 30 seconds East 104.38 feet to a ½ inch existing rebar, thence North 59 degrees 05 minutes 19 seconds East 41.78 feet to a ½ inch existing rebar, thence around a curve to the left having a radius of 40.00 feet and subtended by a chord bearing and distance of South 15 degrees 24 minutes 45 seconds West 54.51 feet to a ½ inch existing rebar, thence North 60 degrees 55 minutes 08 seconds West 5.35 feet to a ½ inch existing rebar, thence South 84 degrees 17 minutes 30 seconds West 823.87 feet to a ½ inch existing rebar, thence North 00 degrees 21 minutes 39 seconds West 374.87 feet to the point of beginning, containing 5.25 acres, more or less. Said lands contained within Washington County Tax Parcel No. 765-15904-002, together with easement for street right of way and utilities established by Easement Agreement in instrument No. 2007-034226. Leaving approximately 1.17 acres.

(Exact description to be determined by survey)



CITY OF
FAYETTEVILLE
ARKANSAS

December 5, 2023

Quality Life Associates, Inc
c/o Elise Alexander
PO Box 2449
Alma AR 72921

RE: 2623 N Gregg Ave
Parcel No. 765-15904-000
Offer Letter

Dear Ms. Alexander,

The City of Fayetteville has been in previous discussion with you regarding the purchase of property you own within the floodplain at 2623 Gregg Avenue. It was nice to finally meet with you in person.

The City of Fayetteville hereby offers **\$525,000.00**, contingent upon City Council approval, for approximately 1.17 acres known as part of the SE1/4 of Section 34, Township 17 North, Range 30 West and Washington County Assessment Parcel No. 765-15904-000 and including a dwelling in its current condition of approximately 3178 square feet.

Upon acceptance of this offer and City Council approval, a survey or updated legal description will be created, title insurance will be ordered, and a closing will be scheduled. We will notify you of the date of the closing. Each party to this transaction will pay normal closing costs associated with a transaction such as this one.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated acquisitions. Please contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov) or Brandi Samuels (479) 444-3421 (bsamuels@fayetteville-ar.gov). For questions or concerns, please contact Alan Pugh, Staff Engineer at apugh@fayetteville-ar.gov or Chris Brown, City Engineer at cbrown@fayetteville-ar.gov.

Sincerely,

Chris Brown
City Engineer/Public Works Director

Quality Life Associates, Inc.

CB/hj

BY:

Accepted:

Elise Alexander

Date: 12/11/2023

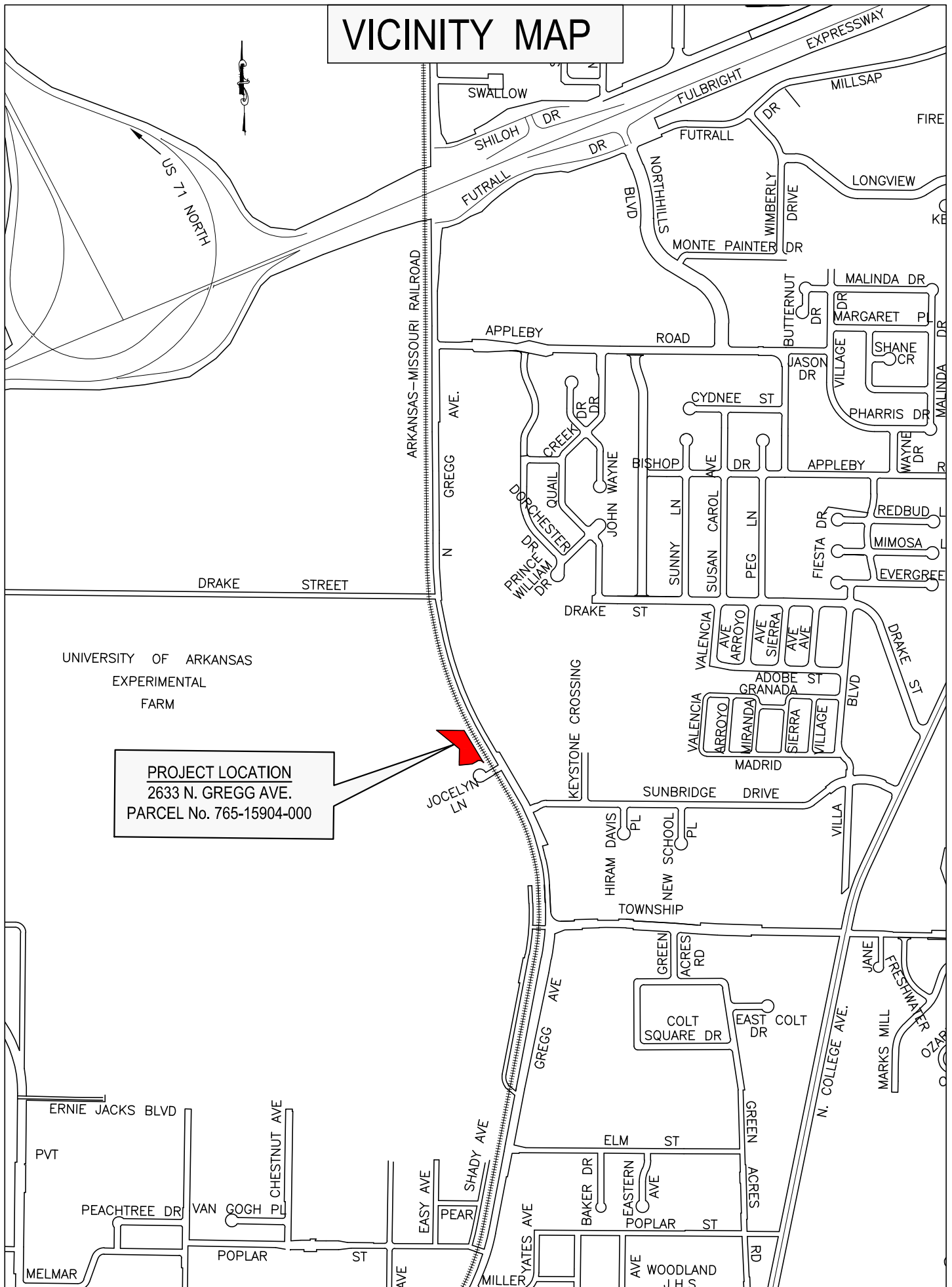
Witness:

City of Fayetteville Engineering Division of the Public Works Department: 479-575-8206

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

www.fayetteville-ar.gov

VICINITY MAP



Borrower	n/a			File No.	S2309062CP.TH	
Property Address	2623 N Gregg Ave					
City	Fayetteville	County	Washington	State	AR	Zip Code 72703
Lender/Client	Quality Life Associates, Inc					

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SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	2623 N Gregg Ave
	Legal Description	See addendum.
	City	Fayetteville
	County	Washington
	State	AR
	Zip Code	72703
	Census Tract	0107.03
	Map Reference	22220
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	n/a
	Lender/Client	Quality Life Associates, Inc
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	3,113
	Price per Square Foot	\$
	Location	N;Res;
	Age	18
	Condition	C3
	Total Rooms	8
	Bedrooms	4
	Baths	3.1
APPRAISER	Appraiser	Turner Hurley
	Date of Appraised Value	09/19/2023
VALUE	Opinion of Value	\$ 546,000

USPAP ADDENDUM

File No. S2309062CP.TH

Borrower	n/a		
Property Address	2623 N Gregg Ave		
City	County	State	Zip Code
Fayetteville	Washington	AR	72703
Lender	Quality Life Associates, Inc		

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report

This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 1-3 Months

Exposure time determined to be between 1-3 months according to included comparable sales and market conditions.

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

The intended use of this appraisal report is for private use by the owner/client.

The intended user is the Quality Life Associates Inc.

Scott "Coy" Puryear, Turner Hurley, and Mitchell Hill completed this appraisal report including defining the problem, preliminary analysis, data collection, inspection of the property, final conclusion and report preparation.

APPRAISER:

Signature: _____

Name: Turner Hurley

Date Signed: 10/02/2023

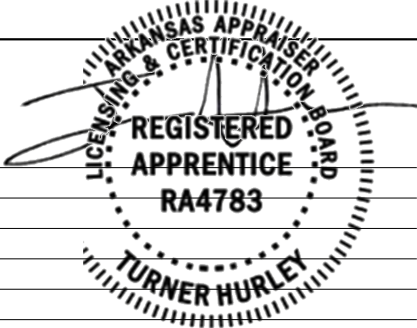
State Certification #: _____

or State License #: RA4783

State: AR

Expiration Date of Certification or License: 12/31/2023

Effective Date of Appraisal: 09/19/2023



SUPERVISORY APPRAISER (only if required)

Signature: _____

Name: Scott [Coy] Puryear

Date Signed: 10/02/2023

State Certification #: CR2323

or State License #: _____

State: AR

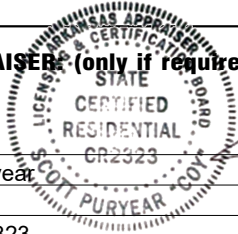
Expiration Date of Certification or License: 06/30/2024

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not

☒ Exterior-only from Street

☐ Interior and Exterior



Uniform Residential Appraisal Report

File # S2309062CP.TH

SALES COMPARISON APPROACH

There are 8 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 479,900 to \$ 855,400 .														
There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 507,300 to \$ 950,000 .														
FEATURE			SUBJECT			COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address 2623 N Gregg Ave Fayetteville, AR 72703			420 W North St Fayetteville, AR 72701-1942			1100 E Glenn Ln Fayetteville, AR 72703			3029 N Dorchester Dr Fayetteville, AR 72703-4817					
Proximity to Subject						1.48 miles S			1.19 miles E			0.53 miles N		
Sale Price			\$			\$ 446,000			\$ 565,000			\$ 507,300		
Sale Price/Gross Liv. Area			\$ sq.ft.			\$ 193.07 sq.ft.			\$ 196.04 sq.ft.			\$ 145.94 sq.ft.		
Data Source(s)						ML# 1247373;DOM 5			ML# 1229660;DOM 139			ML# 1242486;DOM 52		
Verification Source(s)						Washington Co. - ActDataScout			Washington Co. - ActDataScout			Washington Co. - ActDataScout		
VALUE ADJUSTMENTS			DESCRIPTION			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment			DESCRIPTION +(-) \$ Adjustment		
Sales or Financing Concessions						ArmLth N/A;0			ArmLth N/A;0			ArmLth N/A;0		
Date of Sale/Time						s05/23;c05/23			s02/23;c01/23			s05/23;c04/23		
Location			N;Res;			N;Res;			N;Res;			N;Res;		
Leasehold/Fee Simple			Fee Simple			Fee Simple			Fee Simple			Fee Simple		
Site			1.05 ac			16988 sf -40,000			14375 sf -20,000			32670 sf 0		
View			N;Res;			N;Res;			N;Res;			N;Res;		
Design (Style)			DT1.00;Trad			DT2.00;Trad 0			DT2.00;Trad 0			DT2.00;Trad 0		
Quality of Construction			Q4			Q4			Q4			Q4		
Actual Age			18			64 0			56 0			49 0		
Condition			C3			C4 +11,150			C3 -14,125			C3		
Above Grade			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count			8 4 3.1			9 4 2.0 +7,500			10 4 3.0 +2,500			8 4 3.0 +2,500		
Gross Living Area			3,113 sq.ft.			2,310 sq.ft. +108,405			2,882 sq.ft. +31,185			3,476 sq.ft. -49,005		
Basement & Finished Rooms Below Grade			Osf			Osf			Osf			Osf		
Functional Utility			Average			Average			Average			Average		
Heating/Cooling			Central			Central			Central			Central		
Energy Efficient Items			Average			Average			Average			Average		
Garage/Carport			2ga2dw			2cp2dw +6,000			2ga2dw			2ga2dw		
Porch/Patio/Deck			Pch,Pat			Pch,Dk 0			Pch,Dk 0			Pch,Pat		
Fence, Fireplace			Fp/1			Fn,Ws/2 0			Fn,Fp/1 0			Fn,Fp/1 0		
Pool, Other			None			None			None			None		
Net Adjustment (Total)						☒ + ☐ - \$ 93,055			☐ + ☒ - \$ -440			☐ + ☒ - \$ -46,505		
Adjusted Sale Price of Comparables						Net Adj. 20.9 % Gross Adj. 38.8 % \$ 539,055			Net Adj. 0.1 % Gross Adj. 12.0 % \$ 564,560			Net Adj. 9.2 % Gross Adj. 10.2 % \$ 460,795		
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain														
My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.														
Data Source(s) Washington County Tax Records														
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.														
Data Source(s) Washington County Tax Records														
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).														
ITEM			SUBJECT			COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3		
Date of Prior Sale/Transfer														
Price of Prior Sale/Transfer														
Data Source(s)			County Tax Records			County Tax Records			County Tax Records			County Tax Records		
Effective Date of Data Source(s)			09/28/2023			09/28/2023			09/28/2023			09/28/2023		
Analysis of prior sale or transfer history of the subject property and comparable sales There were no prior sales for the subject property in the previous 36 months. There were no prior sales for the comparable properties within the previous 12 months. Prior sales data was researched through Benton County tax records.														
Summary of Sales Comparison Approach The sales comparables are selected based on size, age, location, quality of construction and time of sale and are considered to be the most appropriate comparables available at the time of the appraisal. Each is considered to be indicative of the subject's value, after adjustments. Similar sales were limited in the subject's immediate area due to its location in an urban/mixed use area with a mixture of residential, commercial and multifamily properties. Included comparables are located within a 2 mile radius of the subject and similar in overall market appeal. Comparable 1 is inferior in condition due to inferior interior updates. Comparable 2 is superior in condition due to superior interior updates. Site adjustments were made were necessary to reflect differences in location. Final opinion of value based on a weighted average of all adjusted sales.														
Indicated Value by Sales Comparison Approach \$ 546,000														

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 546,000				Cost Approach (if developed) \$ 524,322		Income Approach (if developed) \$	
The most weight is given to the sales comparison approach, with the cost approach used for support. The income approach was not used due to insufficient data due to a lack of comparable rental properties in the subject neighborhood/market.							
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The subject property was appraised in "as is" condition.							
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 546,000 ,as of 09/19/2023 , which is the date of inspection and the effective date of this appraisal.							

ADDITIONAL COMMENTS

Sale comparison approach information:

-Comparable Properties are adjusted for "Site" and "Location" to reflect the estimated market value difference in the value of the subject site and location versus the site and location of the comparable properties.

-Adjustments are utilized in "Quality of Construction" to reflect differences in the quality of construction materials used, as well as the quality of the craftsmanship of the interior and exterior of the subject property versus the comparable properties.

-The market date period was extended back through the previous 12 months to locate the best available sales data. All efforts are made to find comparables within a 3 to 6 months period, however, it is sometimes necessary to search the previous 12 months to locate appropriate comparable sales. The sales data utilized is reflective of current market conditions. Gross living area adjustments are not utilized for square footage differences of fifty square feet or less.

Note: The signature utilized in this report is electronic. This has no effect on the appraisal.

Note: The appraiser is not a home or environmental inspector. The appraiser provided an opinion of value. The appraisal does not guarantee that the property is free of defects or environmental issues. The appraiser performs an observation of visible and accessible area only. A professional home inspection or environmental inspection is recommended.

Note: The value derived from the cost approach should not be used for insurance purposes. Appropriate insurance cost estimators should be consulted to determine insurable values.

“Property measurements were completed using the Square Footage-Method for Calculating: ANSI® Z765-2021 (American National Standards Institute®) Measuring Standard for measuring, calculating, and reporting gross living area (GLA) and non-GLA areas.”

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)The site or lot value was determined through research of lot sales in the subject neighborhood. ML# 1177891, 1167174, 1137331, 1238762

The subject's site value was negatively impacted by it's flood zone status and railroad track frontage. The referenced site sales above were chosen due to similar external influences.

ESTIMATED	☐ REPRODUCTION OR	☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE		=\$	60,000
Source of cost data	Marshall & Swift / Local Building Data		DWELLING	3,113 Sq.Ft. @ \$	157.00	=\$ 488,741
Quality rating from cost service	Good	Effective date of cost data	07/23	0 Sq.Ft. @ \$		=\$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Pch,App,Etc		=\$	25,000
Values used in the cost approach are from Marshall & Swift Residential			Garage/Carport	653 Sq.Ft. @ \$	39.00	=\$ 25,467
Cost Handbook, and from data collected through manufacturers.			Total Estimate of Cost-New		=\$	539,208
Estimated site value is based on available market data.			Less	Physical	Functional	External
			Depreciation	89,886		=\$ (89,886)
			Depreciated Cost of Improvements		=\$	449,322
			"As-is" Value of Site Improvements		=\$	15,000
Estimated Remaining Economic Life (HUD and VA only)			50 Years	INDICATED VALUE BY COST APPROACH		=\$ 524,322

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$X Gross Rent Multiplier= \$Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?☐ Yes☐ No Unit type(s)☐ Detached☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phasesTotal number of unitsTotal number of units sold

Total number of units rentedTotal number of units for saleData source(s)

Was the project created by the conversion of existing building(s) into a PUD?☐ Yes☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units?☐ Yes☐ No Data Source

Are the units, common elements, and recreation facilities complete?☐ Yes☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?☐ Yes☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # S2309062CP.TH

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # S2309062CP.TH

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Turner Hurley
Company Name Ozark Appraisal Services, LLC
Company Address 3900 N Front St, Suite 101
Fayetteville, AR 72703
Telephone Number (479) 444-3334
Email Address turner@ozarkappraisers.com
Date of Signature and Report 10/02/2023
Effective Date of Appraisal 09/19/2023
State Certification # _____
or State License # RA4783
or Other (describe) _____ State # _____
State AR
Expiration Date of Certification or License 12/31/2023

ADDRESS OF PROPERTY APPRAISED

2623 N Gregg Ave
Fayetteville, AR 72703
APPRAISED VALUE OF SUBJECT PROPERTY \$ 546,000

LENDER/CLIENT

Name No AMC
Company Name Quality Life Associates, Inc
Company Address 6836 Isaacs Orchard Rd, Springdale, AR
72762
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name Scott [Coy] Puryear
Company Name Ozark Appraisal Services, LLC
Company Address 3900 N Front St, Suite 101
Fayetteville, AR 72703
Telephone Number (479) 444-3334
Email Address coy@ozarkappraisers.com
Date of Signature 10/02/2023
State Certification # CR2323
or State License # _____
State AR
Expiration Date of Certification or License 06/30/2024

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
Date of Inspection 09/19/2023
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Uniform Residential Appraisal Report

File # S2309062CP.TH

SALES COMPARISON APPROACH	FEATURE		SUBJECT		COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6					
	Address		2623 N Gregg Ave Fayetteville, AR 72703		1648 E Winfield Dr Fayetteville, AR 72703			2187 E Wolf Creek Dr Fayetteville, AR 72703-4441								
	Proximity to Subject				1.81 miles NE			1.96 miles NE								
	Sale Price		\$					\$ 599,900								
	Sale Price/Gross Liv. Area		\$ sq.ft.		\$ 202.26 sq.ft.			\$ 201.36 sq.ft.			\$ sq.ft.					
	Data Source(s)				ML# 1240731;DOM 8			ML# 1242862;DOM 23								
	Verification Source(s)				Washington Co. - ActDataScout			Washington Co. - ActDataScout								
	VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment	
	Sales or Financing				ArmLth				ArmLth							
	Concessions				N/A;0				N/A;0							
	Date of Sale/Time				s03/23;c03/23				s04/23;c04/23							
	Location		N;Res;		N;Res;				N;Res;							
	Leasehold/Fee Simple		Fee Simple		Fee Simple				Fee Simple							
	Site		1.05 ac		13504 sf		-20,000		7841 sf		-20,000					
	View		N;Res;		N;Res;				N;Res;							
	Design (Style)		DT1.00;Trad		DT1.00;Trad				DT2.00;Trad		0					
	Quality of Construction		Q4		Q4				Q4							
	Actual Age		18		20		0		29		0					
	Condition		C3		C3				C3							
	Above Grade		Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths		
	Room Count		8	4	3.1	10	4	3.1	0	8	4	2.1	+5,000			
	Gross Living Area		3,113 sq.ft.		2,966 sq.ft.		+19,845		2,508 sq.ft.		+81,675		sq.ft.			
	Basement & Finished Rooms Below Grade		0sf		0sf				0sf							
	Functional Utility		Average		Average				Average							
	Heating/Cooling		Central		Central				Central							
	Energy Efficient Items		Average		Average				Average							
	Garage/Carport		2ga2dw		3ga3dw		-5,000		2ga2dw							
	Porch/Patio/Deck		Pch,Pat		Pch,Pat				Pch,Pat							
	Fence, Fireplace		Fp/1		Fn,Fp/1		0		Fp/1							
	Pool, Other		None		None				None							
	Net Adjustment (Total)				☐ + ☒ -		\$ -5,155		☒ + ☐ -		\$ 66,675		☐ + ☐ -		\$	
	Adjusted Sale Price of Comparables				Net Adj. 0.9 %				Net Adj. 13.2 %				Net Adj. %			
					Gross Adj. 7.5 %		\$ 594,745		Gross Adj. 21.1 %		\$ 571,675		Gross Adj. %		\$	
	SALE HISTORY	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).														
		ITEM		SUBJECT		COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6				
		Date of Prior Sale/Transfer														
		Price of Prior Sale/Transfer														
		Data Source(s)		County Tax Records		County Tax Records			County Tax Records							
Effective Date of Data Source(s)		09/28/2023		09/28/2023			09/28/2023									
Analysis of prior sale or transfer history of the subject property and comparable sales																
No prior sales.																
ANALYSIS / COMMENTS	Analysis/Comments															

Reconciliation Addendum

File No. S2309062CP.TH

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR Zip Code 72703
Lender/Client	Quality Life Associates, Inc				

• Comparable Summary

Comparables Summary & Estimated Indicated Value

	Sale Price	Net Adj %	Grs Adj %	Ind Value	Weight
Comp #1:	446,000	20.9	38.8	539,055	14.17
Comp #2:	565,000	0.1	12	564,560	21.65
Comp #3:	507,300	9.2	10.2	460,795	22.15
Comp #4:	599,900	0.9	7.5	594,745	22.91
Comp #5:	505,000	13.2	21.1	571,675	19.12

ESTIMATED INDICATED VALUE OF THE SUBJECT: 546,000

• Indicated Weight Value

Estimated indicated value is determined by using the Gross Adjustment of sale price for each comparable as a measure of the relative quality of the comp. The Indicated Value is derived by multiplying the weight of each comp by the Adjusted Sale Price of that comp, repeating for each property, then adding them all together. This weighted average is used as the indicated value of the subject.

As with any method, this technique is not perfect.However, it does do a very good job of giving more weight to the most similar comps while at the same time minimizing values near the extremes of the indicated value range.

Supplemental Addendum

File No. S2309062CP.TH

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR Zip Code 72703
Lender/Client	Quality Life Associates, Inc				

EXHIBIT "A"

A part of the Southeast Quarter (SE 1/4) of Section Thirty Four (34), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows, To-Wit: Beginning at a point which is 694.98 feet East and 1057.46 feet South of the Northwest corner of said Southeast Quarter (SE 1/4), and running thence South 374.64 feet, thence North 84 degrees 30 minutes East 823.75 feet, thence South 59 degrees 19 minutes 46 seconds East 166.38 feet to the Railroad right-of-way, thence North 30 degrees 31 minutes West along said right-of-way 441.75 feet, thence West 738.75 feet to the point of beginning, containing 6.42 acres, more or less. Subject to easements and rights-of-ways of record.

Market Conditions Addendum to the Appraisal Report

File No. S2309062CP.TH

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address	2623 N Gregg Ave	City	Fayetteville	State	AR	ZIP Code	72703
Borrower	n/a						

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend				
Total # of Comparable Sales (Settled)	2	4	3	☒ Increasing	☐ Stable	☐ Declining		
Absorption Rate (Total Sales/Months)	0.33	1.33	1.00	☒ Increasing	☐ Stable	☐ Declining		
Total # of Comparable Active Listings	5	5	8	☐ Declining	☒ Stable	☐ Increasing		
Months of Housing Supply (Total Listings/Ab.Rate)	15.00	3.75	8.00	☒ Declining	☐ Stable	☐ Increasing		
Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend				
Median Comparable Sale Price	\$900,000	\$699,500	\$689,900	☐ Increasing	☒ Stable	☐ Declining		
Median Comparable Sales Days on Market	51	65	48	☐ Declining	☒ Stable	☐ Increasing		
Median Comparable List Price	\$665,000	\$626,500	\$714,900	☐ Increasing	☒ Stable	☐ Declining		
Median Comparable Listings Days on Market	53	63	64	☐ Declining	☒ Stable	☐ Increasing		
Median Sale Price as % of List Price	99.92%	98.12%	100.00%	☐ Increasing	☒ Stable	☐ Declining		
Seller-(developer, builder, etc.)paid financial assistance prevalent?				☐ Yes	☒ No	☐ Declining	☒ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Based on research of the subject market it is not typical for the builder to contribute to the purchase price towards the buyer's closing costs and prepaids.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Cite data sources for above information. Sales data researched through the Northwest Arkansas MLS system. (www.nwa.mlxchange.com)

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The search criteria for the data in the grid above are single family properties with 2500 - 3500 square feet of GLA located within a 1 mile radius of the subject property.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project , complete the following: N/A Project Name: N/A

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☐ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☐ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project. N/A

APPRaiser

Signature	Signature
Appraiser Name Turner Hurley	Supervisory Appraiser Name Scott Coyl Puyear
Company Name Ozark Appraisal Services, LLC	Company Name Ozark Appraisal Services, LLC
Company Address 3900 N Front St, Suite 101, Fayetteville, AR 72703	Company Address 3900 N Front St, Suite 101, Fayetteville, AR 72703
State License/Certification # RA4783	State License/Certification # CR2323
Email Address turner@ozarkappraisers.com	Email Address coy@ozarkappraisers.com

Analytics Addendum

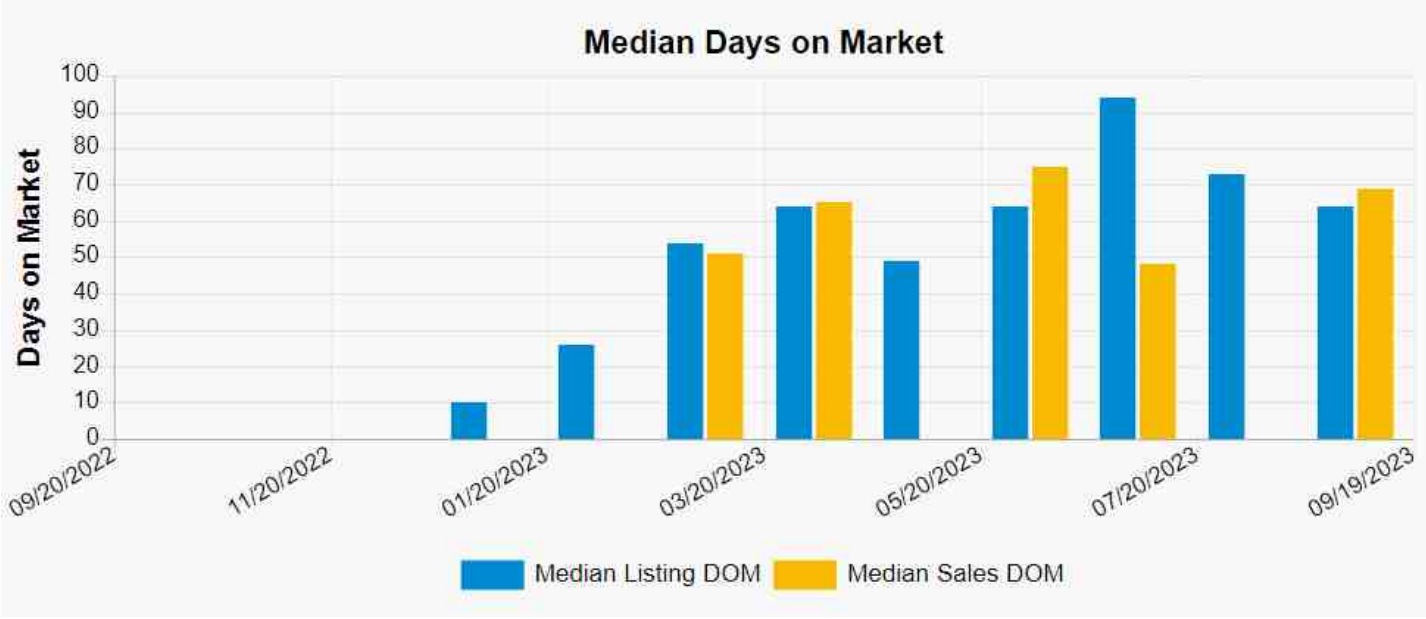
Borrower	n/a					
Property Address	2623 N Gregg Ave					
City	Fayetteville	County	Washington	State	AR	Zip Code 72703
Lender/Client	Quality Life Associates, Inc					



For each month from 09-20-2022 to 09-19-2023 this chart shows the median price for both sales and listings in the subject market.



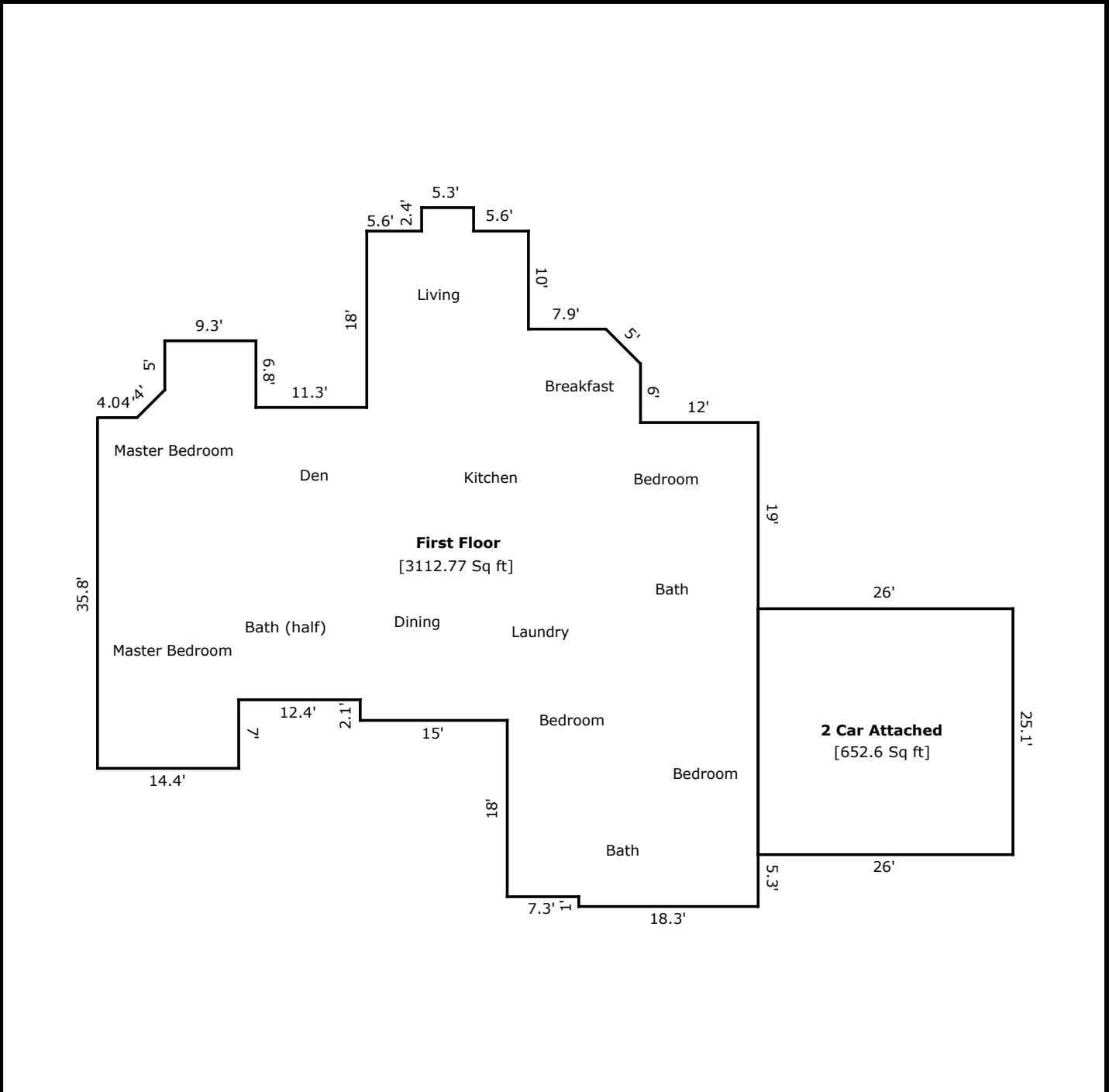
For each month from 09-20-2022 to 09-19-2023 this chart shows the median price per square foot for both sales and listings in the subject market.



This chart shows the median days on market for sales and active listings during each month starting 09-20-2022 through 09-19-2023.

Building Sketch

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR
Lender/Client	Quality Life Associates, Inc				
				Zip Code	72703



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details	
First Floor	3112.77 Sq ft	5.3 × 2.4	= 12.72
		0.5 × 0.01 × 4.04	= 0.01
		35.8 × 4.04	= 144.49
		0.5 × 2.83 × 2.83	= 4
		35.81 × 2.83	= 101.28
		43.64 × 7.54	= 328.82
		36.64 × 1.76	= 64.64
		29.84 × 10.64	= 317.32
		31.94 × 0.66	= 21.22
		49.94 × 14.34	= 715.85
		67.94 × 2.16	= 147.05
		57.94 × 5.14	= 297.53
		58.94 × 2.76	= 162.93
		0.5 × 3.54 × 3.54	= 6.25
		55.4 × 3.54	= 195.87
		49.4 × 12	= 592.8
Total Living Area (Rounded):		3113 Sq ft	
Non-living Area			
2 Car Attached	652.6 Sq ft	25.1 × 26	= 652.6

Subject Photo Page

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR Zip Code 72703
Lender/Client	Quality Life Associates, Inc				



Subject Front

2623 N Gregg Ave
Sales Price
Gross Living Area 3,113
Total Rooms 8
Total Bedrooms 4
Total Bathrooms 3.1
Location N;Res;
View N;Res;
Site 1.05 ac
Quality Q4
Age 18



Subject Rear



Subject Street

Subject Photograph Addendum

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR Zip Code 72703
Lender/Client	Quality Life Associates, Inc				



Living



Kitchen



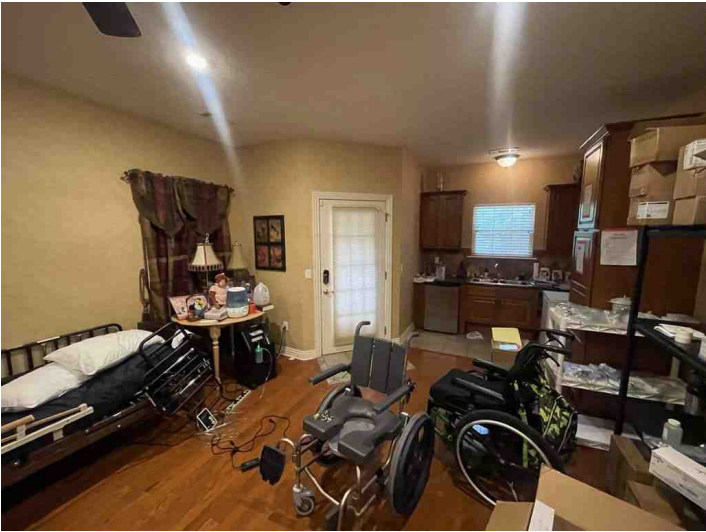
Breakfast



Dining



Den



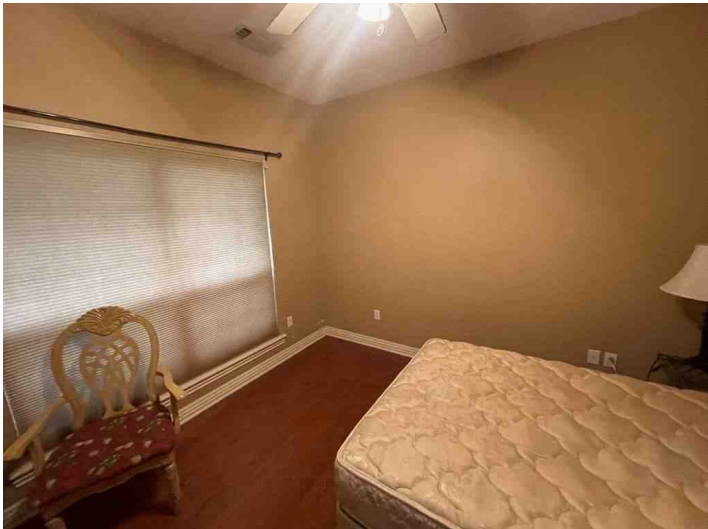
Master Bedroom

Photograph Addendum

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR Zip Code 72703
Lender/Client	Quality Life Associates, Inc				



Master Bath



Bedroom



Bedroom



Bedroom



Bath



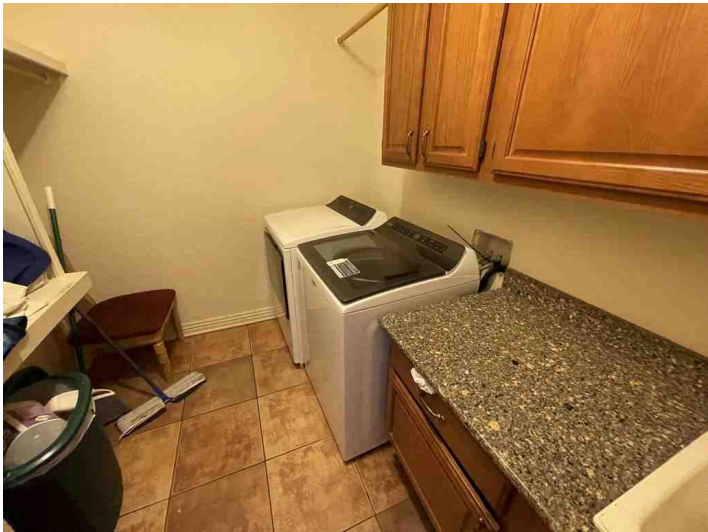
Bath

Subject Photograph Addendum

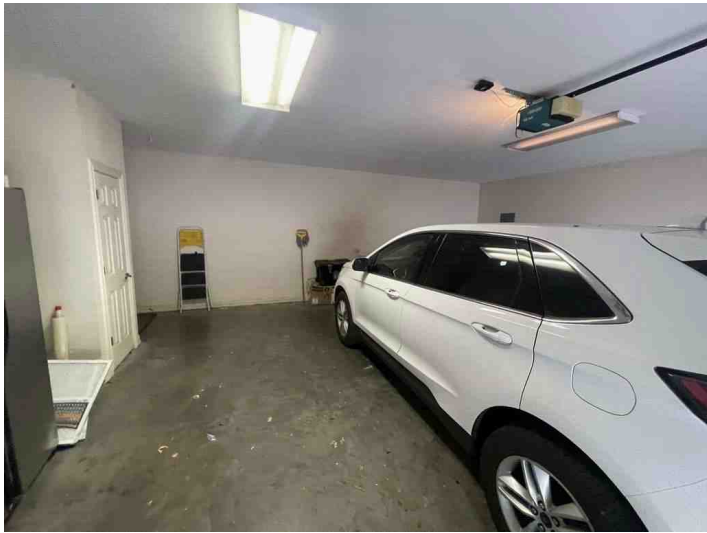
Borrower	n/a					
Property Address	2623 N Gregg Ave					
City	Fayetteville	County	Washington	State	AR	Zip Code 72703
Lender/Client	Quality Life Associates, Inc					



Bath(Half)



Laundry



Garage

Comparable Photo Page

Borrower	n/a					
Property Address	2623 N Gregg Ave					
City	Fayetteville	County	Washington	State	AR	Zip Code 72703
Lender/Client	Quality Life Associates, Inc					



Comparable 1

420 W North St	
Prox. to Subject	1.48 miles S
Sale Price	446,000
Gross Living Area	2,310
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	16988 sf
Quality	Q4
Age	64



Comparable 2

1100 E Glenn Ln	
Prox. to Subject	1.19 miles E
Sale Price	565,000
Gross Living Area	2,882
Total Rooms	10
Total Bedrooms	4
Total Bathrooms	3.0
Location	N;Res;
View	N;Res;
Site	14375 sf
Quality	Q4
Age	56



Comparable 3

3029 N Dorchester Dr	
Prox. to Subject	0.53 miles N
Sale Price	507,300
Gross Living Area	3,476
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	3.0
Location	N;Res;
View	N;Res;
Site	32670 sf
Quality	Q4
Age	49

Comparable Photo Page

Borrower	n/a					
Property Address	2623 N Gregg Ave					
City	Fayetteville	County	Washington	State	AR	Zip Code 72703
Lender/Client	Quality Life Associates, Inc					



Comparable 4

1648 E Winfield Dr	
Prox. to Subject	1.81 miles NE
Sales Price	599,900
Gross Living Area	2,966
Total Rooms	10
Total Bedrooms	4
Total Bathrooms	3.1
Location	N;Res;
View	N;Res;
Site	13504 sf
Quality	Q4
Age	20



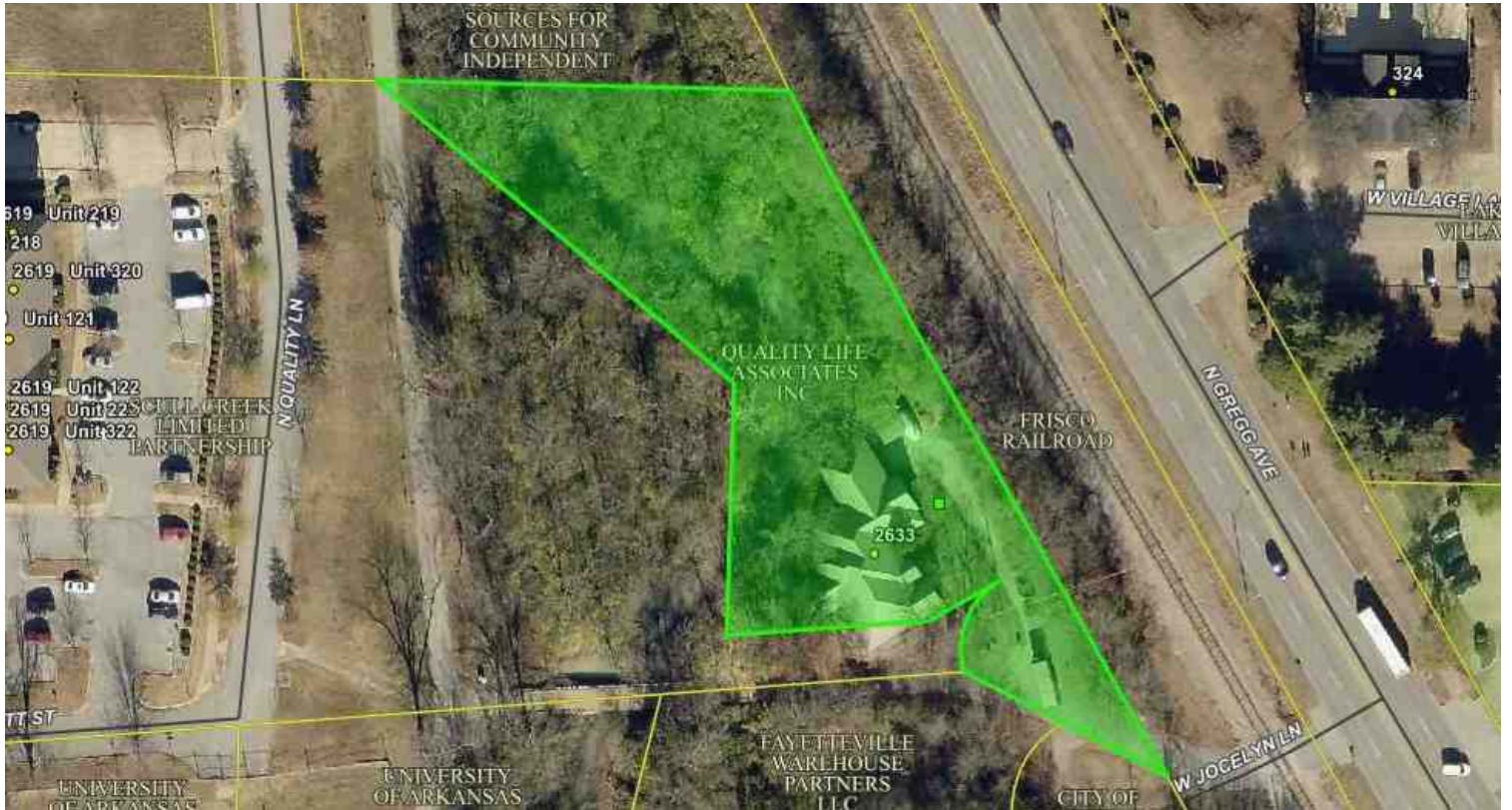
Comparable 5

2187 E Wolf Creek Dr	
Prox. to Subject	1.96 miles NE
Sales Price	505,000
Gross Living Area	2,508
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.1
Location	N;Res;
View	N;Res;
Site	7841 sf
Quality	Q4
Age	29

Comparable 6

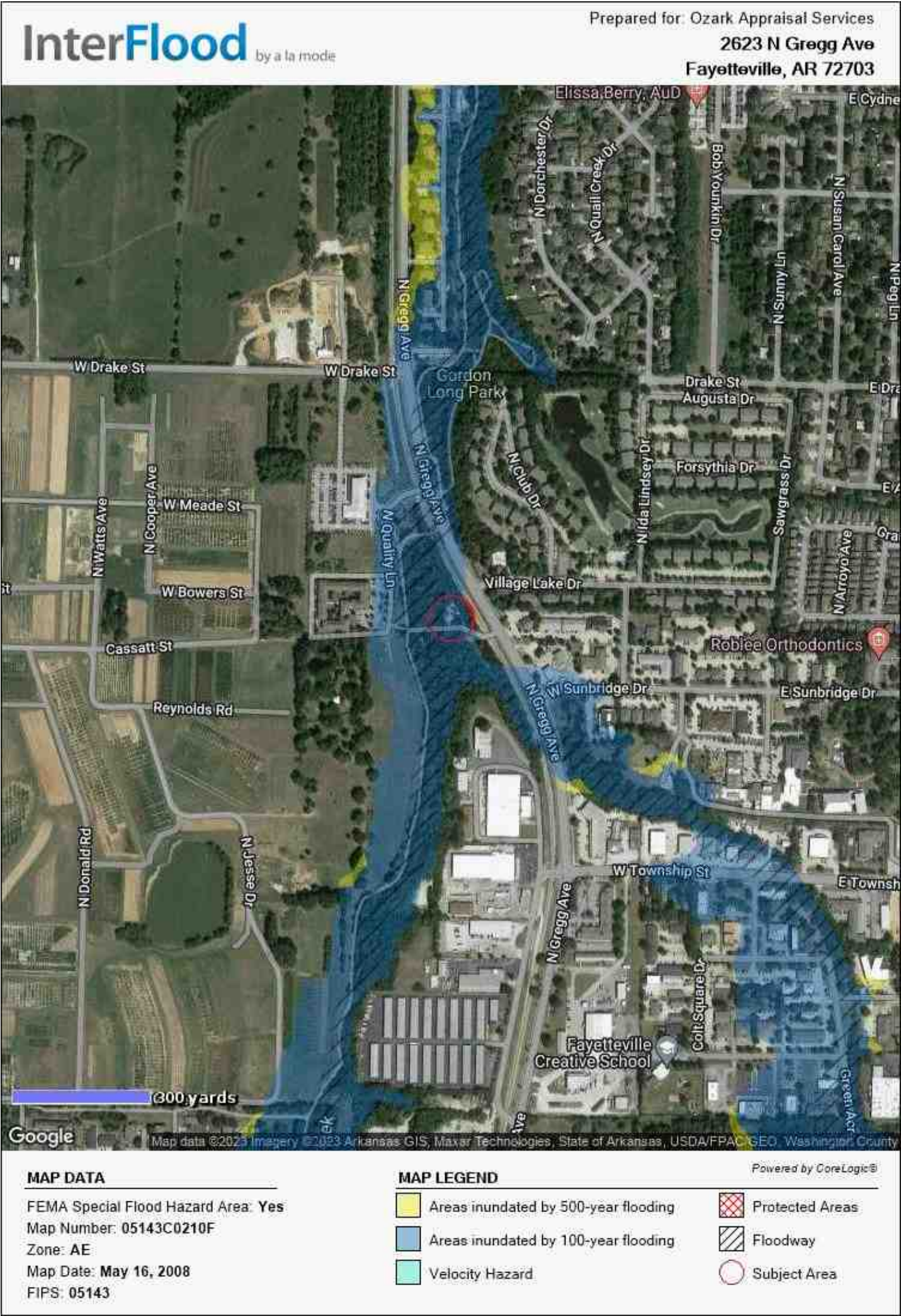
Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Subject Parcel



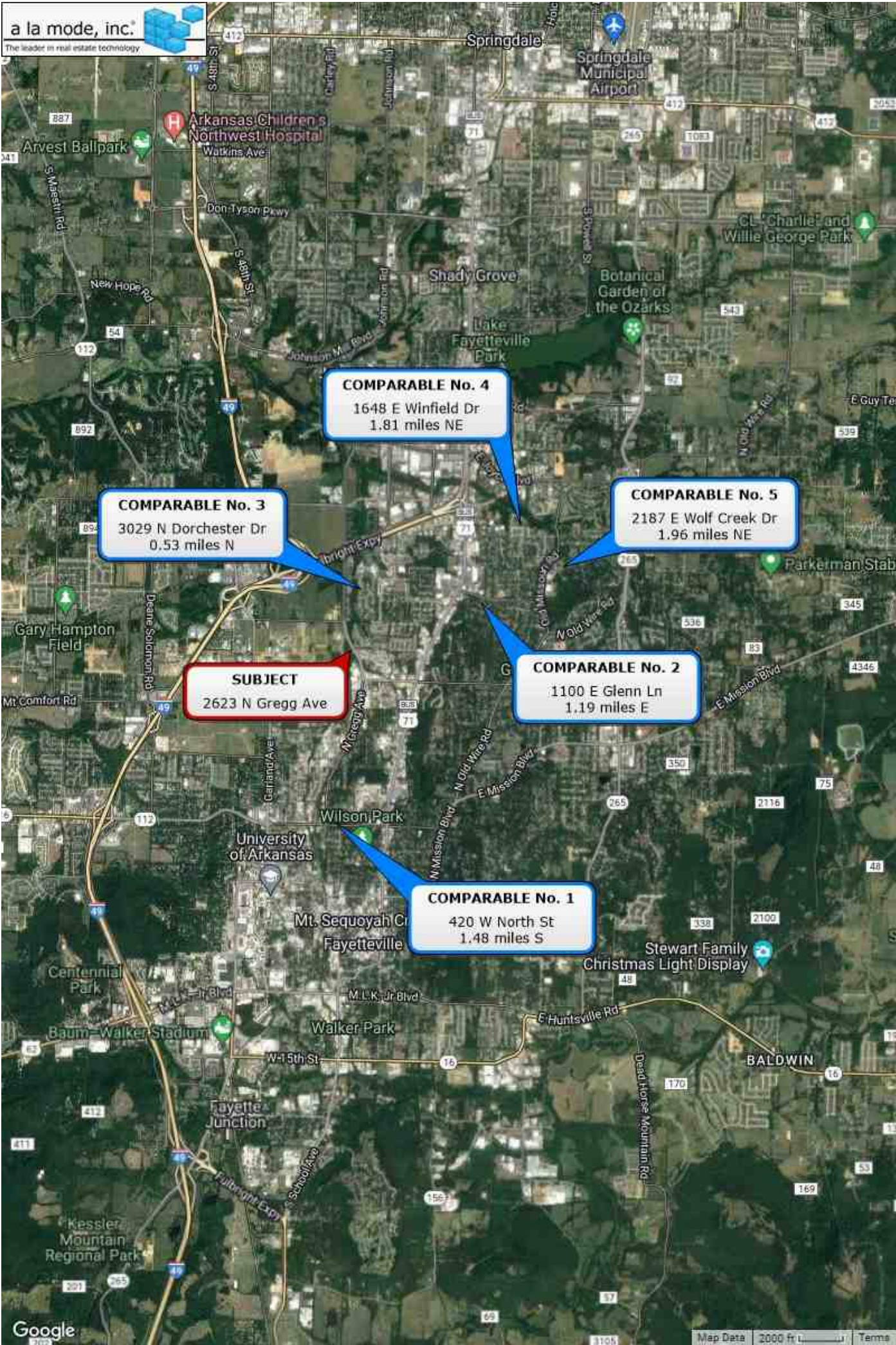
Flood Map

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR Zip Code 72703
Lender/Client	Quality Life Associates, Inc				



Location Map

Borrower	n/a				
Property Address	2623 N Gregg Ave				
City	Fayetteville	County	Washington	State	AR
Lender/Client	Quality Life Associates, Inc				
				Zip Code	72703



UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered “new” if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner’s site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner’s site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from “stock” standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
Armlth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

Borrower	n/a			
Property Address	2623 N Gregg Ave			
City	Fayetteville	County	Washington	State AR Zip Code 72703
Lender/Client	Quality Life Associates, Inc			

**SCOTT (COY) PURYEAR
OZARK APPRAISAL SERVICES, LLC**

3900 N FRONT ST, SUITE 101 FAYETTEVILLE, AR 72703 479-444-3334

SUMMARY OF QUALIFICATIONS

ARKANSAS STATE CERTIFIED RESIDENTIAL APPRAISER LICENSE (CR# 2323)
BA DEGREE ~ FAYETTEVILLE, ARKANSAS
UNIVERSITY OF ARKANSAS ~ FAYETTEVILLE, ARKANSAS

REAL ESTATE / APPRAISAL RELATED EDUCATION

THE APPRAISAL INSTITUTE

THE PROFESSIONALS GUIDE TO THE URAR, OCTOBER 2005
BASIC APPRAISAL PRINCIPLES, SEPTEMBER 2006
BASIC APPRAISAL PROCEDURES, OCTOBER 2006
MARKET ANALYSIS & HIGHEST & BEST USE, DECEMBER 2006
NEW RESIDENTIAL MARKET CONDITIONS FORM (1004MC), MARCH 2009
ENERGY STAR & THE APPRAISAL PROCESS, MAY 2010
INSPECTING THE RESIDENTIAL GREEN OR HIGH PERFORMANCE HOME, MAY 2010

RCI CAREER ENHANCEMENTS, RUSSELLVILLE, ARKANSAS

15 HOUR NATIONAL USPAP COURSE, DECEMBER 2003
FUNDAMENTALS OF REAL PROPERTY APPRAISAL, APRIL 2005
7 HOUR NATIONAL USPAP COURSE, MARCH 2006
7 HOUR NATIONAL USPAP COURSE, JUNE 2010
7 HOUR NATIONAL USPAP COURSE, JANUARY 2014

REAL ESTATE EDUCATION CENTER, SPRINGDALE, ARKANSAS

ETHICS & PROFESSIONALISM IN REAL ESTATE, AUGUST 2004

REAL ESTATE TRAINERS

PRACTICAL APPLICATION OF AGENCY & DISCLOSURE, FEBRUARY 2005

APPRAISAL FOUNDATION

7 HOUR USPAP UPDATE, APRIL 2007

MCKISSOCK

RESIDENTIAL REPORT WRITING, JUNE 2010
APPRAISING FHA TODAY, JUNE 2010
RESIDENTIAL APPRAISAL REVIEW, JUNE 2012
APPRAISING & ANALYZING RETAIL SHOPPING CENTERS, JUNE 2012

LOWMAN & CO.

7 HOUR USPAP UPDATE, JUNE 2012



ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD

This is to certify that
Turner Hurley

License #: RA 4783

has complied with the requirements of Arkansas
Code Section 17-14-201 et seq., and is the holder
of a valid certificate.
This card is for identification purposes only.

12/31/2023


Chairman

STATE OF ARKANSAS



APPRAISER LICENSING & CERTIFICATION BOARD

Attest That

Turner D Hurley

On this date was certified as a

REGISTERED APPRENTICE APPRAISER

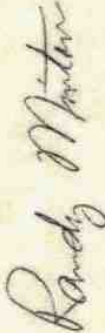
The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all requirements of Arkansas Code Annotated, Section §17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

7/21/2021

(Issued Date)

RA-4783

(Registration Number)



Chairman, AAL & CB



ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
Scott Puryear

License #: CR 2323

has complied with the requirements of
Arkansas Code Section §17-14-201 et seq., and
is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2024

Expiration Date


Chairman

STATE OF ARKANSAS



APPRAISER LICENSING & CERTIFICATION BOARD

Attest That

SCOTT S. PURYEAR

On this date was certified as a

STATE CERTIFIED RESIDENTIAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all the requirements of Arkansas Code Annotated, Section § 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

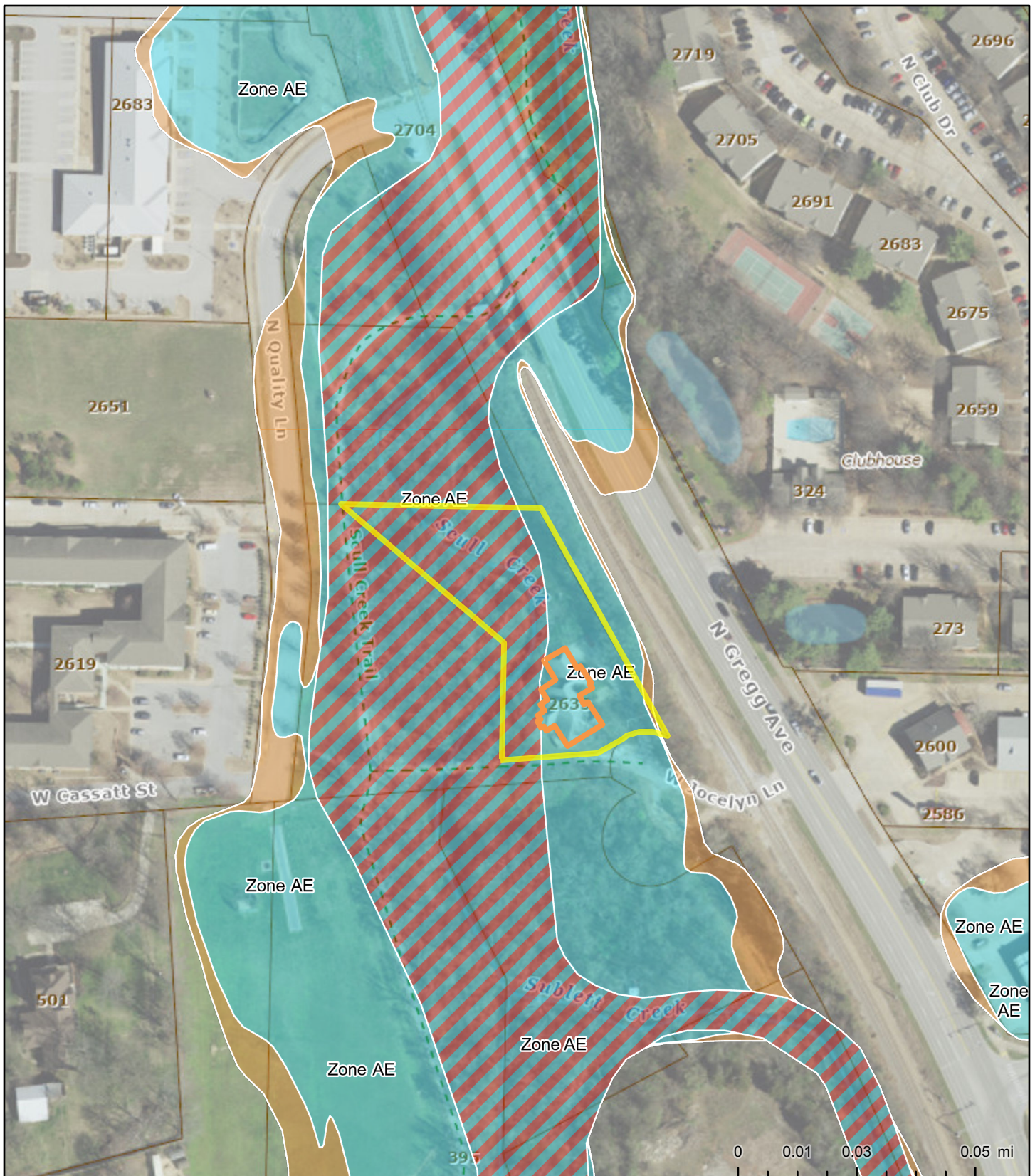
APRIL 24, 2007

Date Issued

CR2323

Certificate Number

Nikki B. Bradley
Chairman, AAL & CB



- Override 1
- Override 2
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard

2633 N Gregg
Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 1/30/2024
Credits: FEMA, City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Quin Thompson, Facilities & Bldg Maint Manager
DATE:
SUBJECT: **Woolsey farmstead asset transfer**

RECOMMENDATION:

Staff recommends the transfer of funds from General Fund to Water & Sewer Fund to transfer the Woolsey homestead of 27 acres (at \$10,070.73 per acre) for a total of \$271,909.71 and approval of a budget adjustment.

BACKGROUND:

In 1999, the City of Fayetteville purchased 316 acres on the West side of Fayetteville for the amount of \$3,182,350.

That property now includes the Wastewater Treatment Facility, Woolsey Wet Prairie, Wetlands Bank, Two Solar Arrays, The Woolsey farmstead, Woolsey cemetery, and an Urban Farm.

DISCUSSION:

A land transfer from Water and Sewer in the amount of \$271,909.71 to the Parks division is requested.

This transaction will transfer approximately 27 acres to the Parks division for the Woolsey farmhouse and farmstead. The reconstruction of the 1850's farmhouse is complete. This project continues with the rehabilitation and reconstruction of the outbuildings and surrounding grounds to a period accurate farmstead. Soon, Parks will be able to utilize this area for recreational programs and public use.

BUDGET/STAFF IMPACT:

Transfer funds from General Fund to Water & Sewer fund to purchase the Woolsey homestead of 27 acres (at \$10,070.73 per acre) for a total of \$271,909.71 as proposed.

ATTACHMENTS: SRF (#3), BA (#4), Water and Sewer Property Land Use Map (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-276

Woolsey farmstead asset transfer

A RESOLUTION TO APPROVE THE TRANSFER OF THE WOOLSEY FARMSTEAD PROPERTY FROM THE UTILITIES DEPARTMENT TO THE PARKS, NATURAL RESOURCES, AND CULTURAL AFFAIRS DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in 1999, the City purchased 316 acres on the west side of Fayetteville that now contains the Westside Water Resource Recovery Facility and the Woolsey Farmstead, as well as other facilities; and

WHEREAS, City staff recommends transferring approximately 27 acres, which contains the Woolsey farmhouse and farmstead from the Utilities Department to the Parks, Natural Resources and Cultural Affairs Department so the property can be used for recreational programs and public use; and

WHEREAS, a budget adjustment in the amount of \$271,909.71 will transfer funds from the General Fund to the Water & Sewer Fund as compensation for the property transfer.

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 transfer of the Woolsey Farmstead property totaling approximately 27 acres from the Utilities Department to the Parks, Natural Resource, and Cultural Affairs Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$271,909.71, a copy of which is attached to this Resolution, transferring funds from the General Fund to the Water & Sewer Fund as compensation for the property transfer.

City of Fayetteville Staff Review Form

2024-276

Item ID

2/6/2024

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

Paul A Becker

1/12/2024

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the transfer of funds from General Fund to Water & Sewer fund to transfer the Woolsey homestead of 27 acres (at \$10,070.73 per acre) for a total of \$271,909.71 and approval of a budget adjustment. The reconstruction of the 1850's farmhouse is complete. This project continues with the rehabilitation and reconstruction of the outbuildings and surrounding grounds to a period accurate farmstead. Soon, Parks will be able to utilize this area for recreational programs and public use.

Budget Impact:

1010.090.6600-5805.00

General

Account Number

Fund

57039.2101

Woolsey Working Farm Land Transfer

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ 271,909.71

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 271,910.00

Remaining Budget

\$ 0.29

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

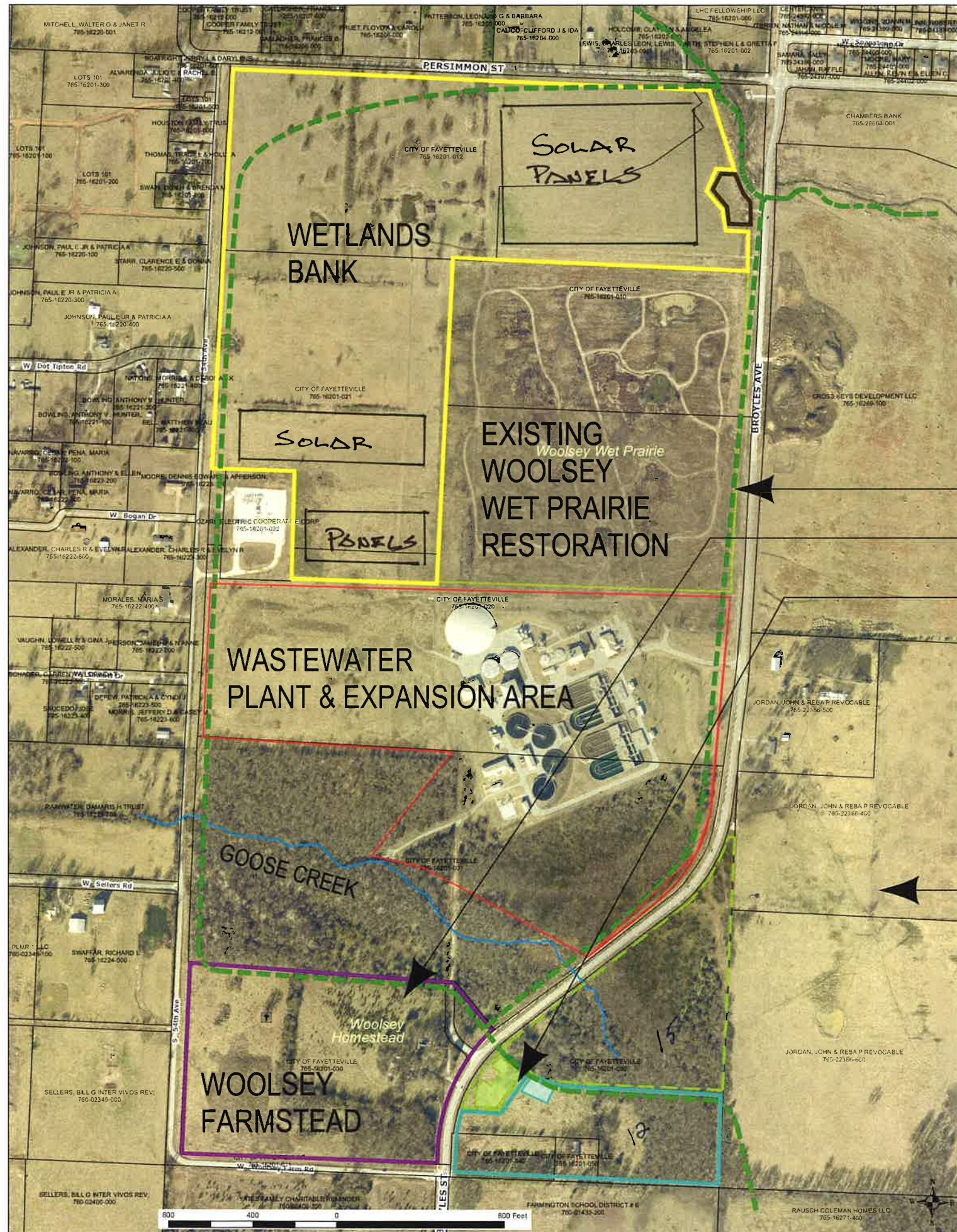
Comments:

Budget Year	Division	ACCOUNTING & AUDIT (131)	Adjustment Number
2024	/Org2		
	Requestor:	Kristin Cavette	

Transfer funds from General Fund to Water & Sewer fund to purchase the Woolsey homestead of 27 acres (at \$10,070.73 per acre) as proposed.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-276
		Kevin Springer
		1/16/2024 1:00 PM
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

Page 529 of 1115



SITE PLAN LEGEND

AREAS INDICATED IN ACREAGE HIGHLY APPROXIMATED

USER SCALE: 6,960.00

- BOUNDARY OF HISTORIC WOOLSEY FARMSTEAD SITE (27 ACRES)
- SHARED-USE PAVED TRAIL
- BOUNDARY OF EXISTING WETLANDS BANK (82 ACRES)
- BOUNDARY OF WASTEWATER PLAN & EXPANSION AREA (67 ACRES)
- GOOSE CREEK
- RECYCLING DROP OFF & EDUCATION SITE
- PROPOSED EDUCATION CENTER (15 ACRES)
- PROPOSED URBAN AGRICULTURE PLATS (12.5 ACRES). PERIMETER REQUIRES 10'-0" HIGH FENCE TO KEEP OUT DEERS

Information on this plan provided by several sources including:

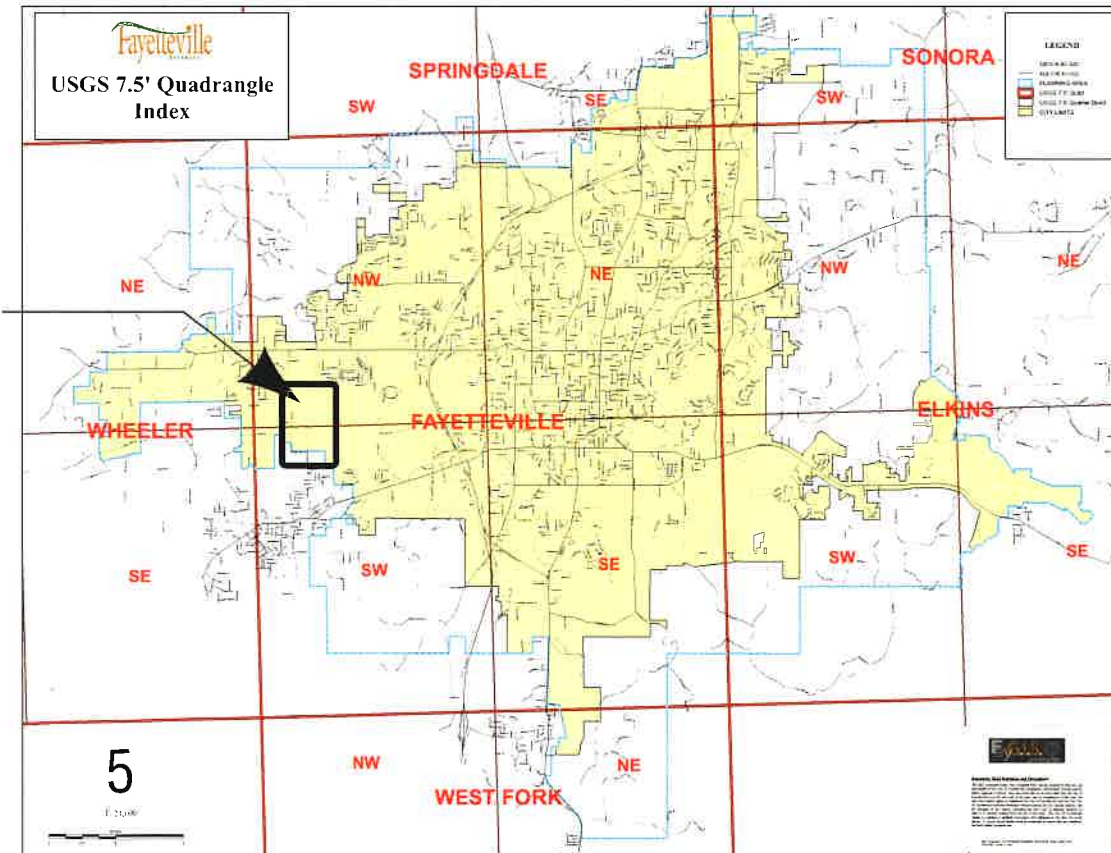
- "Weddington Corridor Masterplan", City of Fayetteville website
- Woolsey Wetland prairie, ECO website
- Waste water treatment plant... email
- "west side WWTF Site conceptual master plan, Nov 17, 2009
- City of Fayetteville trails master plan, Woolsey site

SHARED-USE PAVED TRAIL LOOP

HISTORIC WOOLSEY FARMSTEAD RESTORATION. REFER TO ENLARGED SITE PLAN SHEET A-0.1

POSSIBLE EDUCATION CENTER & OPEN PAVILION PROVIDING RESTROOMS, MEETING ROOMS & ADMIN. SPACE TO SUPPORT HISTORIC WOOLSEY, URBAN AGRI, WETLAND PRAIRIE EDUCATION & EXHIBITS

SITE PLAN



Allison Architects, Inc.

A RESTORATION OF THE
WOOLSEY FARMSTEAD

FAYETTEVILLE, ARKANSAS

221 N. East Ave.
Fayetteville, AR 72701
P: 479.444.6972
F: 479.444.8197

200 W. Capitol, Suite 1400
Little Rock, AR 72201
P: 501.376.0717
F: 501.376.1766

SHEET TITLE:
SITE PLAN

DATE: 2015.11.17

SCALE:

DRAWN BY: ACR

PROJECT NO: 340

SHEET NO.:

A0.0



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: D'Andre Jones, Ward 1, Position 2
FROM: D'Andre Jones, Ward 1, Position 2
DATE:
SUBJECT: **A Resolution to authorize Mayor Jordan to sign the proposed Spout Spring Historic District Petition.**

RECOMMENDATION:

Mayor Jordan sign the petition for the Spout Springs Historic District agreeing that the Yvonne Richardson Community Center and the Fayetteville Senior Center shall be included in this historic district.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), D'Andre Approval Email (#4), Email from D'Andre requesting resolution (#5), Spout Spring for Resolution File 2024-1665 (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1665

A Resolution to authorize Mayor Jordan to sign the proposed Spout Spring Historic District Petition.

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE PROPOSED SPOUT SPRING HISTORIC DISTRICT PETITION AGREEING THAT THE CITY OWNED PROPERTY OF THE YVONNE RICHARDSON COMMUNITY CENTER SHALL BE INCLUDED WITHIN THE SPOUT SPRING HISTORIC DISTRICT

WHEREAS, Emma Willis and other concerned citizens are attempting to establish a historic district within Fayetteville entitled “Spout Spring Historic Districts” and need to obtain “a majority in numbers of the property owners within the proposal historic district agreeing that their property shall be included in the historic district,” A.C.A. § 14-172-203; and

WHEREAS, the City of Fayetteville as the property owner of the Yvonne Richardson Community Center should be able by City Council Resolution to authorize Mayor Jordan to sign the proposed Spout Spring Historic District petition for those two properties.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign for the City the petition for the Spout Springs Historic District agreeing that the Yvonne Richardson Community Center shall be included in this historic district.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees that approval of this Resolution and Mayor Jordan’s signature of the petition does not imply nor require that the City Council must approve any ordinance to establish such district which requires City Council consideration of reports to the Arkansas Historic Preservation Program by the Division of Arkansas Heritage, other recommendations and at least one public hearing and all other requirements of A.C.A. § 14-172-207 **Establishment of historic districts** before final City Council approval.

AGENDA REQUEST FORM

FOR: Council Meeting of February 6, 2024

FROM: Council Member D'Andre Jones

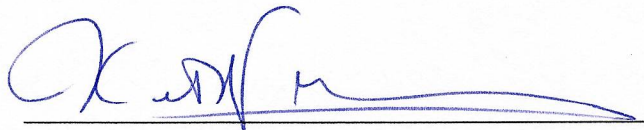
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE PROPOSED SPROUT SPRING HISTORIC DISTRICT PETITION AGREEING THAT THE CITY OWNED PROPERTY OF THE YVONNE RICHARDSON COMMUNITY CENTER AND THE FAYETTEVILLE SENIOR CENTER SHALL BE INCLUDED WITHIN THE SPROUT SPRING HISTORIC DISTRICT

APPROVED FOR AGENDA:

Approved by email
City Council Member
D'Andre Jones

January 11, 2024
Date



Kit Williams
Fayetteville City Attorney
Approved as to form

January 11, 2024
Date

Barnes, Stacy

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Thursday, January 11, 2024 11:33 AM
To: Barnes, Stacy
Cc: Williams, Kit
Subject: Re: Resolution

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

I approve
Sent from my iPhone

On Jan 11, 2024, at 11:20 AM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Please see the attached Resolution and Agenda Request. If it meets your approval, please sign and send back. Or you can approve via return email. Let me know if you have any questions.

Stacy Barnes

City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

<image001.png>

<D'Andre packet.pdf>

Williams, Kit

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, January 9, 2024 10:58 AM
To: Williams, Kit
Subject: Fwd: Agenda issue

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

Jan 19th deadline Feb 6 city council meeting
Sent from my iPhone

Begin forwarded message:

From: D'Andre Jones <dre91732000@gmail.com>
Date: December 26, 2023 at 5:59:39 AM CST
To: Emma Willis <emwill1102@gmail.com>
Cc: Kara Paxton <kapaxton@fayetteville-ar.gov>, "Bostick, Britin" <bbostick@fayetteville-ar.gov>, Sharon Killian <sharon@nwaheritage.org>
Subject: Re: Agenda issue

I will be sponsoring the item
Sent from my iPhone

On Dec 26, 2023, at 3:03 AM, Emma Willis <emwill1102@gmail.com> wrote:

Dear City Clerk/Council Member Jones/Council Member Stafford,

I am writing to request that a resolution including city-owned property in the proposed Spout Spring local historic district be placed on the agenda for the January 16 City Council meeting.

I understand that the internal deadline for agenda submissions is December 29. I am happy to provide any necessary details and information to facilitate the writing of the resolution and presentation at the council meeting.

I am aware that this would be an item of new business seeking an affirmative vote. However, I believe this inclusion is vital for the comprehensive preservation and revitalization of the Spout Spring area, a significant part of our city's history and cultural heritage.

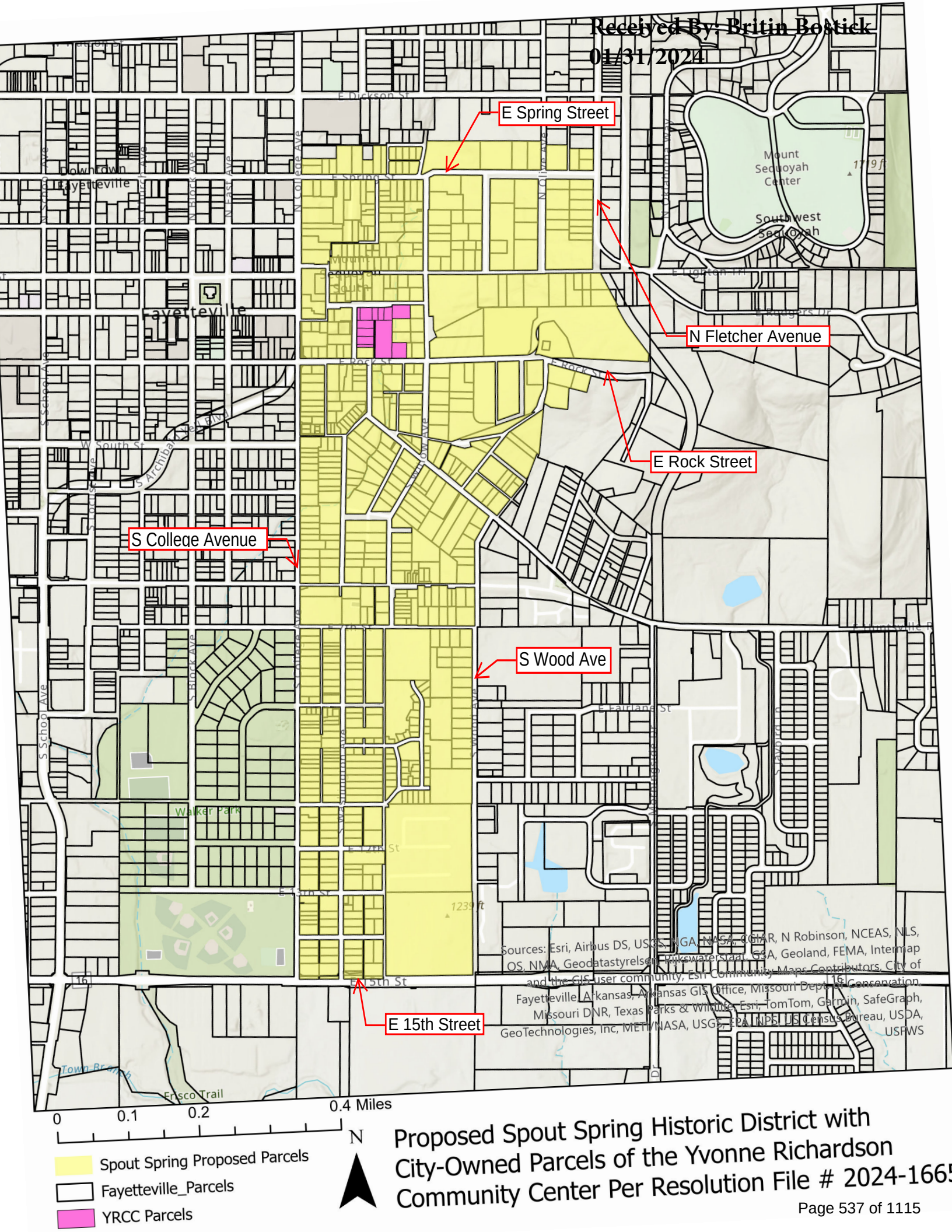
I am flexible and happy to work with whichever council member wishes to sponsor the resolution, be it Council Member Jones or Council Member Stafford. I am also available to speak on the item during the meeting or at the prior agenda session on January 9.

Please let me know how I can best assist with this process. I am eager to collaborate with your office and the council to ensure this important initiative sees progress.

Thank you for your time and consideration.

Sincerely,

Emma Willis



Sources: Esri, Airbus DS, USGS, NGA, NASA, NOAA, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS-user community, Esri Community Map Contributors, City of Fayetteville, Arkansas, Arkansas GIS Office, Missouri Dept. of Conservation, Missouri DNR, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- Spout Spring Proposed Parcels
- Fayetteville_Parcels
- YRCC Parcels

Proposed Spout Spring Historic District with City-Owned Parcels of the Yvonne Richardson Community Center Per Resolution File # 2024-1665



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

THRU: Ted Jack, Park Planning Superintendent
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager
Susan Norton, Chief of Staff

FROM: John Scott, Urban Forester

DATE:

SUBJECT: Urban Forestry Management Plan

RECOMMENDATION:

Urban Forestry staff recommends that the City Council adopt the Urban Forestry Management Plan.

BACKGROUND:

The last comprehensive Urban Forestry plan was completed in 2012. Much has changed in urban forestry since then; our city has seen tremendous growth, there have been changes in species recommendations due to climate and new tree diseases, and we learn new things about trees regularly. The Unified Development Code Chapter 167.03 requires Urban Forestry to complete a tree canopy analysis or equivalent study every ten years.

Accordingly, the City Council approved the contract with PlanIT Geo on June 21, 2022, to draft a 10-year Urban Forestry Management Plan. This plan was completed in 2023 by consultants PlanIT Geo with a sample tree inventory, public survey, internal survey, benchmarking, audits, and recommendations. The Urban Forestry Advisory Board was a main stakeholder throughout the entire process. Survey data was collected from the public for one month. During the process, we received input from Parks, Natural Resources, and Cultural Affairs, Public Works, Development Services, and Sustainability Departments. With as much growth as our city has seen and changes to urban forestry, it is time to have an updated Urban Forestry Management Plan.

DISCUSSION:

The Urban Forestry Management Plan (UFMP) is a visionary document guiding improvements and setting goals and standards. The UFMP is a flexible framework that evaluates current tree inventory, Urban Forestry programs, development code, and maintenance practices while considering stakeholders' values. The plan includes recommendations and tree-planting goals for the next ten years.

Key Information:

- 39.4% of Fayetteville was shaded by urban tree canopy cover in 2019.
- Tree Goal- 44.4% across the city over a 10-year planning period.
- Planting 1,850 trees annually (planting and giving away).
- Fayetteville's urban forest provides an annual estimated benefit of \$76.5 million by improving air quality and reducing stormwater volumes.
- A 2022 analysis shows Fayetteville's overall Tree Equity Score is 87 out of 100. The national average score is 85 (as of 2023).

The vision for the future and recommendations are based on the principles of:

- Equitable and Resilient Canopy Cover,
- Maintenance and Management,
- Tree Preservation and Protection,
- Funding and Levels of Service,
- Community Education, Engagement, and Stewardship.

Within each principle are strategies and priority actions. These principles and the plan contain further guidance and recommendations to continue providing high service levels now and over the next ten years.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3), Urban Forestry Management Plan (#4), Supplemental Information (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1677

Urban Forestry Management Plan

A RESOLUTION TO APPROVE AND ADOPT THE URBAN FORESTRY MANAGEMENT PLAN

WHEREAS, the Unified Development Code Chapter 167.03 requires Urban Forestry to complete a tree canopy analysis or equivalent study every ten years; and

WHEREAS, the last comprehensive Urban Forestry plan was completed in 2012 and, since that time, Fayetteville has seen tremendous growth, changes in species recommendations due to climate change and new tree diseases, and an ever-expanding knowledge of trees; and

WHEREAS, on June 21, 2022, City Council approved a contract with PlanIT Geo to prepare a 10-year Urban Forestry Management Plan; and

WHEREAS, the Plan was completed in 2023 with the assistance of the City's Urban Foresters and input from the Urban Forestry Advisory Board; the general public, and internal stakeholders including the Parks, Natural Resources, and Cultural Affairs Department; Public Works Department, Development Services Department, and the Sustainability Division; and

WHEREAS, the proposed Urban Forestry Management Plan is a visionary document guiding improvements, setting goals, and establishing standards based on the principles of Equitable and Resilient Canopy Cover; Maintenance and Management; Tree Preservations and Protection; Funding and Levels of Service; and Community Education, Engagement, and Stewardship.

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 and adopts the Urban Forestry Management Plan, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1677

Item ID

2/6/2024

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

John Scott

1/18/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Urban Forestry staff recommends that the City Council adopt the Urban Forestry Master Plan.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

URBAN FORESTRY MANAGEMENT PLAN

CITY OF FAYETTEVILLE,
ARKANSAS

NOVEMBER | 2023



CITY OF
FAYETTEVILLE
ARKANSAS



PlanITGeo[™]
developers of TreePlotter

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URBAN FORESTRY MANAGEMENT PLAN

CITY OF FAYETTEVILLE, ARKANSAS

NOVEMBER 2023

ACKNOWLEDGMENTS

Funding for this effort supported by the City of Fayetteville

- The City of Fayetteville, AR Contributors -

Parks, Natural Resources and Cultural Affairs – Urban Forestry

Development Services – Urban Forestry

Public Works – Engineering and Park Maintenance

Other Supporting City Departments and Programs

Fayetteville Urban Forestry Advisory Board

Fayetteville Environmental Action Committee

Fayetteville Parks and Recreation Advisory Board

Fayetteville Planning Commission

City Council

Community members of Fayetteville



Plan Prepared By: Chris Peiffer, PlanIT Geo

All other photos unless noted are from the City of Fayetteville, Arkansas

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LETTER FROM THE CITY OF FAYETTEVILLE

In Fayetteville, trees are a source of pride and hold a special place in our city's identity. Our urban tree canopy is part of what makes Fayetteville unique and attractive to residents and visitors. The City of Fayetteville's Urban Forestry Management Plan will serve as a blueprint to guide Fayetteville during rapid growth, helping to make sure our growing community remains healthy, vibrant and green. A coalition of residents, staff, stakeholders and board members created this plan for Fayetteville by reviewing our past and current conditions and considering what the future holds for Fayetteville.

I want to express gratitude to all contributors to the Urban Forestry Management Plan. The direction outlined in this plan will help us maintain and grow our urban forests, which continue to provide direct benefits to our community.

Mayor Lioneld Jordan

A LETTER FROM FAYETTEVILLE'S URBAN FORESTERS

Trees and forests are the silent workhorses in our City that provide us with many benefits. Trees give us one of the most basic elements of life: oxygen. Trees shelter us from the sun during the blazing summer months. Trees filter pollutants from the air and give us cleaner air to breathe. Trees absorb rainwater and help with stormwater control when located correctly. Trees help make our lives livable.

Scientists are making discoveries about trees every year. Within the last ten years, we have learned that trees communicate with each other. We are learning about the complex web of relationships trees have with each other and other organisms. In the past thirty years, we have learned that trees produce chemicals we absorb in our skin that naturally lower our blood pressure and reduce our anxiety levels. We are just scratching the surface of what we know about trees.

The City of Fayetteville has a unique relationship with trees and tree preservation. The collaboration with our community shows how important trees are to our residents. Trees and our urban forests continue to be a high priority for our residents as illustrated in the survey results from this Plan, the Parks and Recreation System Master Plan, Energy Action Plan, and City Plan 2040. We are thrilled to have a plan that embraces our residents' priorities and will help guide us through future growth.

Our City is changing quickly, and these changes impact trees. This plan is a guide to help us continue to grow and change while remembering the importance of trees. Over the past ten years, Urban Forestry staff has strengthened our tree preservation and landscape codes, added flexible elements for development in code, and clarified our Unified Development Code. The Urban Forestry Management Plan has a vision to continue strengthening, clarifying, and adding flexibility to our Tree Preservation and Landscape codes.

The Urban Forestry Management Plan will also help focus our efforts to maintain, grow, and enhance our urban forest programs for the next ten years. Fayetteville's award-winning Urban Forestry programs lead the state in innovation, public outreach, technology, and progress. This plan will help continue this progress, strengthen those attributes, and guide us on what we can do for our urban forests. We are excited to continue to serve Fayetteville with award-winning programs by implementing the recommendations of this plan.

Melissa Evans- Urban Forester, Development Services

John Scott- Urban Forester, Parks Recreation, Natural Resources and Cultural Affairs



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Executive Summary

Executive Summary

INTRODUCTION

The quality of life for Fayetteville's community members is strongly influenced by the urban forest, as trees make a vital and affordable contribution to the sense of community, enhance and create pedestrian-friendly neighborhoods, provide energy savings, reduce stormwater runoff, and improve air quality. Future climate predictions indicate that heat waves will become more frequent, and the average yearly temperatures are expected to continue to rise. In addition, it is anticipated that the region will experience more frequent extreme weather events and temperature changes, prolonged periods of drought, and shortened or disrupted natural seasons. Fayetteville's trees (collectively known as the urban forest) provide much-needed shade and are one of the most effective mechanisms to cool urban areas, reduce stormwater runoff, and make the City more livable. Protecting, maintaining, and expanding Fayetteville's urban forest is essential to preserving and improving quality of life for all residents while increasing property values. To plan and manage Fayetteville's urban forest, a baseline assessment of tree canopy cover was conducted in 2019. Now it is time to make another assessment and update our plan.

Purpose

The City's Urban Forestry Management Plan ("Plan") aims to provide goals and a roadmap for the City to preserve and expand tree canopy cover and maximize the benefits of Fayetteville's urban forest.

KEY FINDINGS

Fayetteville's programs for urban forest management, community engagement, public tree maintenance, tree ordinances, and the supporting Urban Forestry Advisory Board are critical to meeting the City's commitment to climate change mitigation and adaptation, carbon sequestration, stormwater reduction, water conservation, wildlife habitat enhancement, and service to the community. The process to develop Fayetteville's Plan uncovered key findings about the City's tree canopy, its programs, and the community it serves.



THE PLANNING PROCESS

The development of the Fayetteville Urban Forestry Management Plan was based on answering four key questions:

- What Do We Have?
- What Do We Want?
- How Do We Get There?
- How Are We Doing?

This structure, termed "adaptive management," is commonly used for resource planning and management and provides a useful conceptual framework for managing Fayetteville's urban forest resource (Miller, 1988).

Figure 1. The process to develop Fayetteville's Urban Forestry Management Plan.

Urban Forest Key Findings

- ❖ 39.4% of the City is shaded by urban tree canopy cover in 2019 and has a Tree Equity Score of 87 out of 100. The regional average is 77 and the national average is 85 (see page 32 in the Current Conditions section for more details).
- ❖ The citywide urban forest provides an annual estimated benefit of \$76.5 million by improving air quality and reducing stormwater volumes (based on the 2016 assessment and extrapolated for the 2019 assessment. This estimate excludes property values, carbon services, energy savings, health savings, among others).
- ❖ A sample inventory of 2,712 public trees and 848 private trees was completed in 2022. The public trees are diverse— the top ten species only comprise 44% of all trees.
- ❖ Fayetteville has an estimated 42,000 public trees of which 25,000 are in maintained areas.
- ❖ The 25,000 publicly-maintained trees provide an estimated \$1.2 million in ecosystem benefits equating to an annual average of \$49 per tree and \$13 per capita (2021 population).

Management Key Findings

- ❖ The urban forest is managed by three different City departments— Parks, Natural Resources and Cultural Affairs; Public Works; and Development Services.
- ❖ 1.00 full-time equivalent (FTE) staff is in Parks, Natural Resources and Cultural Affairs (Park Planning & Urban Forestry Division) and oversees tree plantings, Arbor Day Celebration, the Tree City USA program, specifies new tree plantings in public spaces, is the Staff Leader for the City's Urban Forestry Advisory Board (UFAB), works on Code changes, outreach, budgets, and advises maintenance best management practices.
- ❖ 6.00 FTEs in Park Maintenance in Public Works perform public street tree maintenance.
- ❖ 1.00 FTE in Development Services manages trees as part of private development in accordance with Chapter 167 "Tree Preservation and Protection" within Fayetteville's Unified Development Code and Chapter 177 "Landscape Requirements Code."
- ❖ An estimated 74% of public trees are 12 inches in diameter or less, 75% of trees are in good condition, and the most common maintenance need for public trees is clearance pruning (8%), removals (6%), and watering for tree establishment.
- ❖ Fayetteville's [Urban Forest Audit Score](#) (page 65) based on U.S. Forest Service criteria is 73% (completed in 2023). The Audit evaluates and scores 11 categories of sustainable urban forest management according to industry standards and best practices.
- ❖ Challenges and shared priorities among City staff and commission members include staffing, ordinance and standards, and infrastructure conflicts with 50% or more of participating staff indicating these as challenges or concerns.

ALIGNING CITY PRIORITIES

The Urban Forestry Management Plan complements existing city and regional planning efforts such as the City Plan 2040 comprehensive plan for Fayetteville, the Park and Recreation System Master Plan, Energy Action Plan, and the Climate Action Plan (in development as of June 2023).

Involvement from stakeholders and residents has been key to development of the Urban Forestry Management Plan and establishing the Plan's priorities. A diverse group of city staff, residents, and community stakeholders provided perspectives on the most important issues faced by the urban forest. **Collectively, this group prioritized preserving existing trees and incorporating healthy, climate-tolerant or native trees into the City's built environment, particularly in underserved areas.** The Plan's goals reflect these values and priorities.

URBAN FORESTRY MANAGEMENT PLAN VISION AND GUIDING PRINCIPLES

Urban Forest Vision	Guiding Principles
<i>Healthy Trees, Healthy City: Our vision for Fayetteville's urban forest is to cultivate a thriving, diverse, and well-maintained tree canopy that enhances the livability, health, and sustainability of our community for current and future generations.</i>	Equitable and Resilient Canopy Cover: We value and appreciate the benefits and services provided by the trees in our community. These benefits and services should be maximized and equitably distributed across the City by growing an urban forest that is sustainable and resilient to current and future challenges. Maintenance and Management: We care for our trees and the citywide urban forest to ensure the benefits are available for current and future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity. Tree Preservation and Protection: Our existing tree canopy cover and the investments made in planting and caring for the urban forest are preserved through sound but fair policies and regulations that align with shared priorities in the City and best practices. Funding and Levels of Service: The programs and staffing involved with the trees in our community have the resources necessary to meet current and future demands and challenges. Community Education, Engagement, and Stewardship: A sustainable urban forest requires a shared commitment from the City and the community. We will foster tree stewardship in our community through equitable and impactful community education and engagement.

Table 1. Summary of the vision and guiding principles for Fayetteville's Urban Forestry Management Plan.

Fayetteville's Urban Forest Management Plan **aims to achieve 44.4% canopy coverage across the City over a 10-year planning period.** The Plan recommends **planting an average of 1,850 trees per year**, with a focus on 60% being large-canopy trees at maturity. In the short term, 20% of annual plantings can be two-inch caliper trees, with the remaining 80% as smaller plantings or seedlings. Over time, the majority of plantings should shift to two-inch caliper trees. **The City, developers, and private landowners will collectively contribute to reaching the canopy cover goal.** **Tree canopy surveys will be conducted every 10 years to benchmark against our goals** and determine what within the management plan needs to be modified to achieve a 44.4% canopy, as required by City Code section 167.03.C.



Section 1: Introduction

In 2022, the City of Fayetteville committed to developing the City's Urban Forestry Management Plan ("Plan") and conducting a sample inventory of public trees to support the Plan. The Plan was developed with a shared commitment from the City, its partners, and the community to manage and grow a sustainable and equitable urban forest.

Introduction

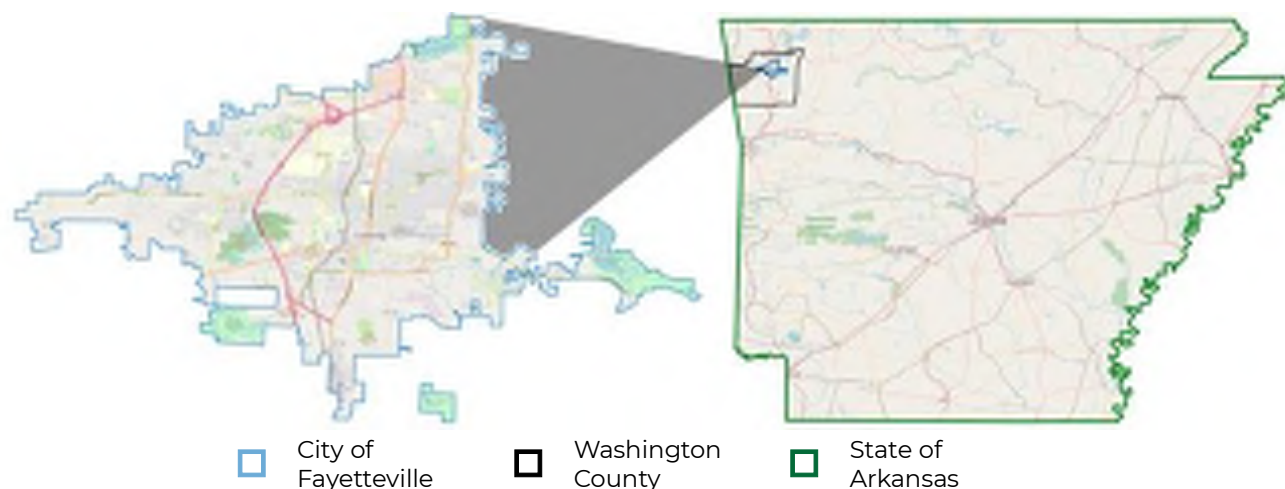


Figure 2. Maps displaying the location of Fayetteville, Arkansas within Washington County.

ABOUT FAYETTEVILLE

Nestled within the picturesque Ozark Mountains in the northwestern part of the state, Fayetteville, Arkansas, stands as a vibrant and growing community that harmoniously blends urban development with natural beauty. As the heart of Washington County and home to the University of Arkansas, Fayetteville exudes a unique character that attracts residents, students, and visitors alike.

Fayetteville is the second most populous city in Arkansas with 93,949 people as of the 2020 U.S. Census. It spans 55.8 square miles and of that area, 39.4% (22 square miles) is covered by the canopy of trees that comprise Fayetteville's urban forest. Fayetteville's location between the Springfield Plateau and the Boston Mountains within the Ozarks gives rise to a wide variety of land forms and environmental features including native prairie wetlands, steeply sloped and forested uplands, and a variety of streams and water bodies.



Figure 3. A view of the Ozark Mountains from Fayetteville. Source: Experience Fayetteville

BACKGROUND AND HISTORY

Situated in the Ozark Mountains, Fayetteville is known for its natural beauty and diverse wildlife. However, over time, the natural environment in and around Fayetteville has been significantly altered due to human settlement and unchecked development. As urban development happened, the natural environment transitioned to what is referred to as an urban forest, meaning trees in an urban area. However, there still remains heavily forested areas and woodlots along with forested public parks and open space within the City. The following provides an overview of the history of the natural environment which led to the City's urban forest and the focus of this management plan.

The earliest settlers in the Fayetteville area were Native American tribes who lived off the land and hunted and gathered food from the natural environment. However, with the arrival of European settlers in the early 19th century, the landscape began to change. The first settlers cleared large areas of land for farming, which led to deforestation and loss of habitat for many species of plants and animals.

In the late 19th and early 20th centuries, industrialization began to take hold in Fayetteville. Sawmills and other factories sprang up, leading to further deforestation and pollution of the local waterways. The construction of railroads and highways also had a significant impact on the natural environment, as large areas of land were cleared to make way for these transportation routes.

As Fayetteville continued to grow and develop, urbanization became a significant factor in altering the natural environment. The population increased, and more land was needed for housing, development, and infrastructure. This led to further deforestation and loss of habitat, as well as increased pollution and degradation of waterways.

Despite these significant changes, Fayetteville has also taken steps to preserve and protect its natural environment. A pivotal moment in Fayetteville's Urban Forestry history came in 2000 when Mary Lighthouse protested the removal of trees at a proposed development and climbed into a massive oak tree, living there for three weeks. She and 50 other activists were protesting a new shopping center that would cause the removal of a large stand of oak trees. At the time, the Mayor and City Council approved the project. Two organizations, the League of Women Voters and Sierra Club, sued the City. The activists helped bring light to tree preservation and triggered political change. The following year, a stronger tree preservation ordinance was enacted with a new Mayor. The residents of Fayetteville made it clear that trees are vital to this City.

This commitment to the natural environment is demonstrated by Fayetteville's Urban Forestry Management Plan and the City's programs for trees that are detailed in the [Current Conditions](#) section.

BENEFITS AND SERVICES PROVIDED BY FAYETTEVILLE'S TREES

A diverse and healthy urban forest works to the benefit of the community, the environment, and the economy. Following is a summary of some of the key benefits and services of trees, nature, and greenspaces in urban areas that was compiled from research to develop Fayetteville's Urban Forestry Management Plan.



Improve the Quality of Life

Trees make cities more livable by decreasing summer temperatures and improving well-being. Greater contact with natural environments correlates with lower levels of stress, improved performance, and less sick days. Residents in areas with more greenery are three times more likely to be physically active and less likely to be overweight than residents living in areas with little greenery. **View the following section for additional details about Fayetteville's urban forest improving the quality of life for residents.**



Cooler Pavement Diminishes Urban Heat Islands

Tree canopy lowers temperatures by shading buildings, asphalt, and concrete. Trees deflect radiation from the sun and release moisture into the air, reducing surface temperatures by as much as 36 degrees. Lower temperatures diminish fumes from heated asphalt and mitigate the urban heat island effect.



Improve Air Quality

Trees produce oxygen and clean the air by removing pollutants that would otherwise contribute to human health problems such as asthma and other respiratory diseases.



Protect Wildlife and Ecosystems

Preserving and planting trees provides valuable habitat for wildlife, supports pollinator species, and provides favorable conditions for beneficial soil microorganisms.



Save Energy and Lower Energy Costs for Buildings

As natural screens, trees insulate homes and businesses from extreme weather, keeping buildings cooler and reducing air conditioning bills. Shade trees planted on a sunny exposure can provide savings of up to 50% in the summer. In winter, evergreen trees provide a barrier to cold winter winds.



Conserve Water and Soil

A tree's root system draws water into the soil and their canopy slows rainfall, reducing runoff and erosion while removing contaminants. In contrast, impervious surfaces like roads and parking lots allow water to run off unfiltered and at high volumes, increasing the likelihood of flooding and impaired water quality.



Other benefits include increased property values, reduced pavement wear, traffic calming, public safety, among others. View a compilation of research on urban forest benefits and services prepared by the Alliance for Community Trees (www.actrees.org). **Tree benefits are quantified in the following section.**

A Closer Look at Trees Improving the Quality of Life in Fayetteville



Trees come in various forms—shade trees, flowering trees, trees with edible fruit and nuts, and trees with vibrant fall color. All types contribute benefits and services to the urban ecosystem—an ecosystem that brings nature into cities through tree canopy, parks, and interconnected greenspace. Many environmental benefits of trees in urban areas are identifiable and measurable, while other benefits are tangential and experiential, such as the feeling of walking a quiet tree-covered trail. The following provides a summary of the social and human health benefits of trees and greenspaces.

The urban forest brings a myriad of social and health benefits to Fayetteville's communities. Park and street trees create a sense of community, offering opportunities for people to come together and engage in various activities. These shared spaces foster a sense of belonging and connection among residents. Additionally, Fayetteville's urban forest provides a respite from the hustle and bustle of city life, offering peaceful retreats where individuals can relax, unwind, and enjoy nature.

Research summarized in the following paragraphs shows the presence of trees and greenery in urban areas reduces stress, improves mental well-being, and encourages physical activity, all of which contribute to healthier and happier communities. Moreover, Fayetteville's urban forest creates opportunities for environmental education and volunteering, inspiring residents to learn about nature, participate in tree planting initiatives, and engage in environmental stewardship.

"In light of the ongoing effects of climate change, trees and their associated canopy have innumerable benefits and an urban forest plays a role in carbon sequestration, mitigating stormwater issues, filtering pollutants, increasing property values, improving public health, and reducing the heat island impacts associated with urban areas."

FAYETTEVILLE'S CITY PLAN 2040



Figure 4. Human health and social benefits of trees.

Overall, Fayetteville's urban forest plays a crucial role in enhancing social interactions, well-being, human health, and community engagement, making Fayetteville a more livable and enjoyable city.

Studies have found that the amount of trees and vegetation in common spaces such as parks are related to a sense of neighborhood safety and more social activity. In turn, greenery in cities enhances the strength of social ties among neighbors (Kim, et al., 2020).

Encounters with nature in cities also lead to enhanced positive attitudes, decreased stress levels, improved attention spans, and better performance on cognitive memory assessments (Wolf, et al., 2020).

Tree canopy cover and greenspaces in cities motivate and provide opportunities for people to be physically active. The percentage of greenspace within a two mile radius of a person's home has been associated with the percentage of residents reporting good health, particularly among the elderly and those with lower socioeconomic status—groups that are typically less likely to get sufficient physical activity. Research shows that community residents are three times as likely to be physically active when living in areas with more greenspace (Ulmer, et al., 2016).



Opportunities to experience urban nature—whether it's a view of a street tree out a window or actually being outside in nature—are key to the mental well-being of city residents. People are happier, experience a greater sense of well-being, and have reduced stress levels when they live in areas with more greenspace nearby or on a tree canopied neighborhood street (White, et al., 2013).

More tree cover near schools also has a positive effect on student performance. Children with challenges concentrating are more focused following a 20-minute walk in an urban park or tree canopy covered sidewalk than they do after walks in other urban settings without trees and greenery (Taylor, et al., 2009). Trees in neighborhoods and parks connect children to nature.

The link between time spent in natural settings and health outcomes has been the center of focus for healthcare and insurance industries in recent years. Trees and greenspaces have shown to increase longevity, reduce the risk of cancer and heart disease, reduce anxiety and depression, improve immune function, and reduce stress hormones. A study in 2016 of 108,000 people found a 12% lower rate of non-accidental mortality among those with the most greenery in a 820-foot (250 meters) radius around their homes (James, et al., 2016). In addition, hospital patients placed in rooms with views of nature experienced shorter stays in the hospital compared to patients in rooms that faced other buildings (Mihandoust, et al., 2021).

Environmental Benefits of Trees

Research over the past several decades provides valuable quantified data on environmental benefits for urban forest researchers, managers, and practitioners. This data can be used to communicate tree benefits to residents and stakeholders and to incorporate trees into infrastructure design such as stormwater management. It can also be used to develop strategies that redress inequities.

A tree canopy assessment conducted by the City in 2020 (with 2019 imagery) determined that 39.4% of the City (14,000 acres) was shaded by tree canopy. In 2022, a sample inventory of 2,712 public trees and 848 private trees was conducted to make estimates about the composition and structure of public and private tree populations. These datasets were used to calculate the following benefits of the citywide urban forest and public tree population as noted.



Figure 5. Eastern towhee habitats are supported by healthy urban forests.
Source: Audubon Arkansas

Citywide Tree Canopy Benefits

The citywide tree canopy across public and private land provides an annual estimated benefit of \$76.5 million by improving air quality and reducing stormwater volumes (based on the 2016 assessment and extrapolated for the 2019 assessment. Excludes property values, carbon services, energy savings, health savings, among others). Updates to the 2019 tree canopy assessment should include ecosystem benefit calculations and analyses of change in canopy cover and associated benefits.

Public Tree Benefits

The 2022 sample inventory of public trees determined the 2,712 trees provide \$7,800 benefits and services annually equating to \$71,600 for the estimated 25,000 maintained public trees.

It is estimated that the 25,000 maintained public trees sequester (capture) 1.4 millions pounds of carbon dioxide annually equating to a value of \$34,000 of the \$71,600 total value. Over the life of the public trees, nearly 50 million pounds of carbon dioxide are stored in the public trees resulting in a savings of \$1.1 million. Therefore, the annual value of ecosystem services for the 25,000 maintained public trees equates to nearly \$72,000 while the cumulative benefit of carbon storage values the public trees at \$1,218,268.

Using the cumulative benefits of \$1,218,268 for the 25,000 maintained public trees result in an average of \$49 in benefits per tree, and \$13 per capita (2021 population).

The estimated asset value of the public tree population amounts to \$6.8 million (average of \$274 per tree).

A comprehensive public tree inventory would more accurately estimate the value and benefits of trees. View a summary of the ecosystem benefits provided by the public trees (estimated) on the following page.

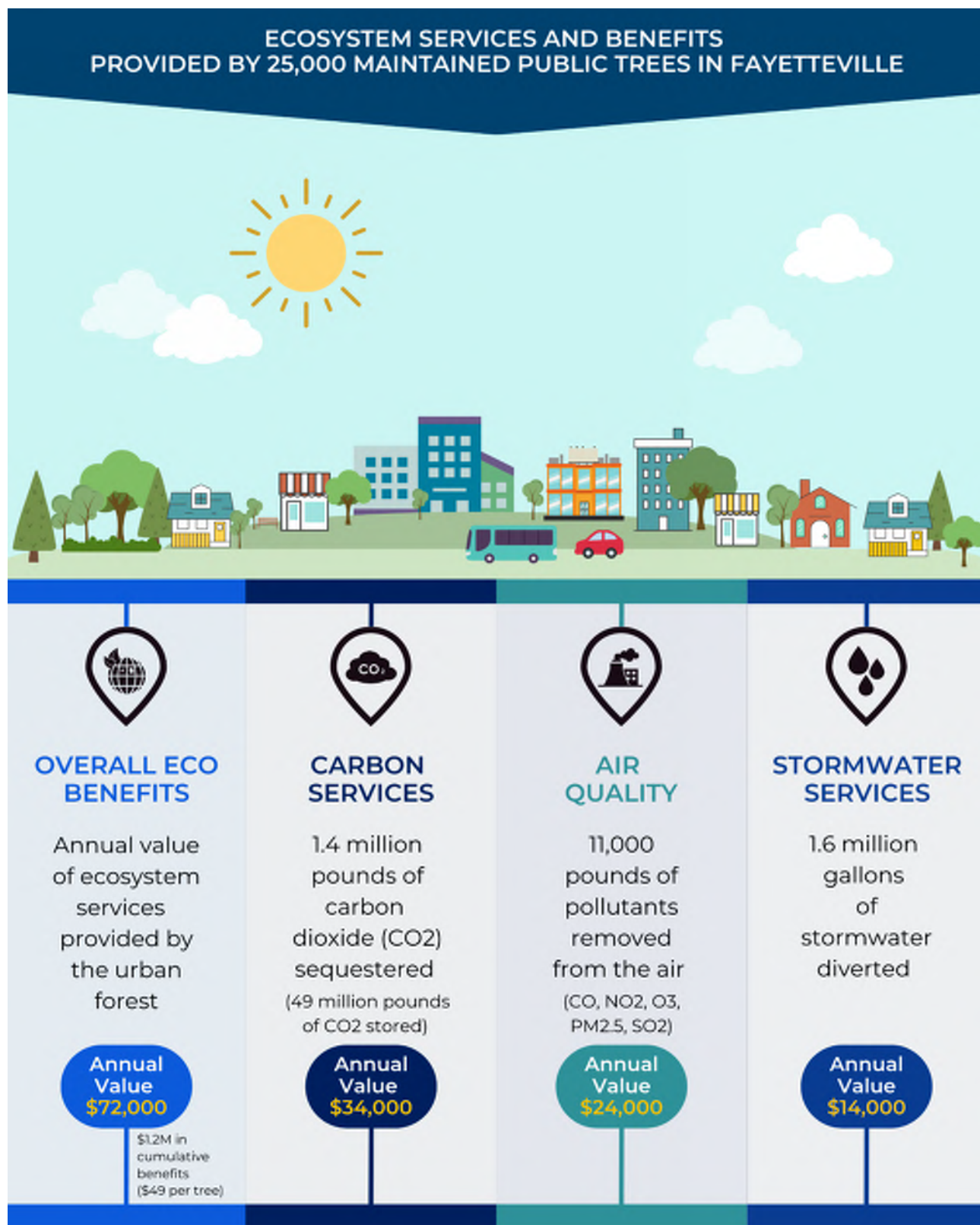


Figure 6. Estimated annual benefits of Fayetteville's public trees (based on a sample of 2,712 trees in 2022 extrapolated to represent an estimated 25,000 public trees in maintained areas. Values listed summarize the annual benefits and services. Carbon storage is valued at \$1.1 million but it is not an annual value. Therefore, the overall value is \$72,000 in annual benefits and \$1.1 million in cumulative benefits or \$1.2 million in total. Source: USDA Forest Service i-Tree research

PLAN PURPOSE

Caring for and prioritizing the urban forest is an important part of maintaining a sustainable and vibrant city. However, urban forest management must also support the City's goals including economic development, transportation, urban design, and the goals of property owners. In recognition of this, Fayetteville's Code of Ordinances requires the creation of an urban forestry management plan that is updated every 10 years.

The 2023 Urban Forestry Management Plan serves as a guide to proactively manage, care for, protect, and expand the City's tree canopy while navigating these competing pressures. The Plan provides a strategic and systematic framework for the sustainable stewardship, enhancement, and utilization of trees within the urban areas of Fayetteville. This Plan serves as a roadmap to guide decision-making and actions related to the urban forest. The key purposes include:

Sustainability and Environmental Health: The Plan ensures that the ecological benefits are maintained and enhanced, contributing to the overall environmental health and resilience of the City.

Quality of Life and Community Well-being: The Plan provides the strategies to create and maintain accessible and inviting greenspaces that enhance the quality of life and foster community pride.

Urban Planning and Design: The Plan aligns with urban planning and design principles, ensuring that tree preservation, planting, maintenance, and removal are integrated into the built environment while reducing or clarifying competing priorities.

Climate Change Mitigation and Adaptation: The Plan's overarching goal to increase canopy cover to 44.4% enables the City to maximize the urban forest's contribution to climate change mitigation and adaptation efforts.

Public Safety and Infrastructure: The Plan provides recommendations for public tree maintenance and risk management.

Education and Outreach: The Plan includes recommendations for community engagement, outreach, and education to raise awareness about the value of trees, promote responsible stewardship, and support the community in tree planting and maintenance activities.

Long-Term Vision: A vision for the urban forest ensures decisions made today have a positive impact on future generations. It provides a framework for adaptive management, allowing for adjustments based on changing conditions and priorities.

Coordination and Collaboration: The Plan fosters collaboration among various internal and external stakeholders to ensure a coordinated and holistic approach to urban forest management.

Legal and Regulatory Compliance: Creation of the Plan is required by City Code. Recommendations in the Plan improve regulations for tree preservation, protection, maintenance, planting, and compliance.

CHALLENGES FACING FAYETTEVILLE'S URBAN FOREST

External Challenges

Urban forests across the country face common stressors including urban heat, poor air quality, weather extremes, pressure from development, and invasive plants, pests, and diseases. These challenges are often intensified by conflicting priorities and a shortage of resources.

Fayetteville's urban forest has been growing and changing as development and redevelopment occurs in the City. In many ways Fayetteville and the northwest region of the state is fortunate to be such a highly desirable place to live, work, recreate, and study. Rapid growth in northwest Arkansas is predicted and the effects are already being felt. From 2010 to 2020, Washington County's population rose by 21.1% and almost half of that growth was in Fayetteville alone. Specifically, Fayetteville is experiencing a 28% growth rate and is now the second largest city in the state, replacing Fort Smith (NWARPC). According to Woods & Poole Economics, Inc., the Fayetteville-Springdale-Rogers metropolitan area has a 76% population growth projected from 2022 to 2060.

Like many cities, the tree canopy cover in Fayetteville is not equitably distributed across the City. As a result, some neighborhoods experience higher surface and ambient temperatures, poorer air quality, and more frequent flooding than neighborhoods with greater canopy cover. Additionally, the lack of access to trees and greenspace impacts residents' physical and mental health, sense of community, and overall well-being.

Climate change is an overarching challenge that is compounding the issues facing Fayetteville's trees. In addition to the known pests, diseases, and weather that the native trees have evolved to withstand, the new changes in temperature and weather extremes bring a new onslaught of pests, diseases, and wet/drought cycles.

Healthy trees can play a significant role in making Fayetteville more resilient to weather and climate extremes by sustaining the natural ecosystem health. Yet the ability of community trees and forests to achieve their full potential is often significantly limited due to poor tree health stemming from reactive fixes instead of holistic solutions, limited training of tree care professionals, and insufficient municipal budgets.

Internal Challenges

- ❖ Proper and timely management of the trees in accordance with current best management practices.
- ❖ The need for updated tree-related regulations that preserve, protect, and grow the urban forest aligned with best practices and City priorities.
- ❖ Limited financial and operational resources to address the gradual and immediate impacts of climate change.
- ❖ Concerns regarding the organizational structure and communications with having three groups working in three different departments.
- ❖ Preparing for emerald ash borer and other emerging tree pests and diseases.
- ❖ Strategic tree planting programs and initiatives needed to sustain and expand tree canopy and the associated benefits.
- ❖ Educating and revitalizing community tree stewardship.

THE TIME IS NOW



Figure 7. Fayetteville's urban forest is a primary component of the city's urban ecosystem.

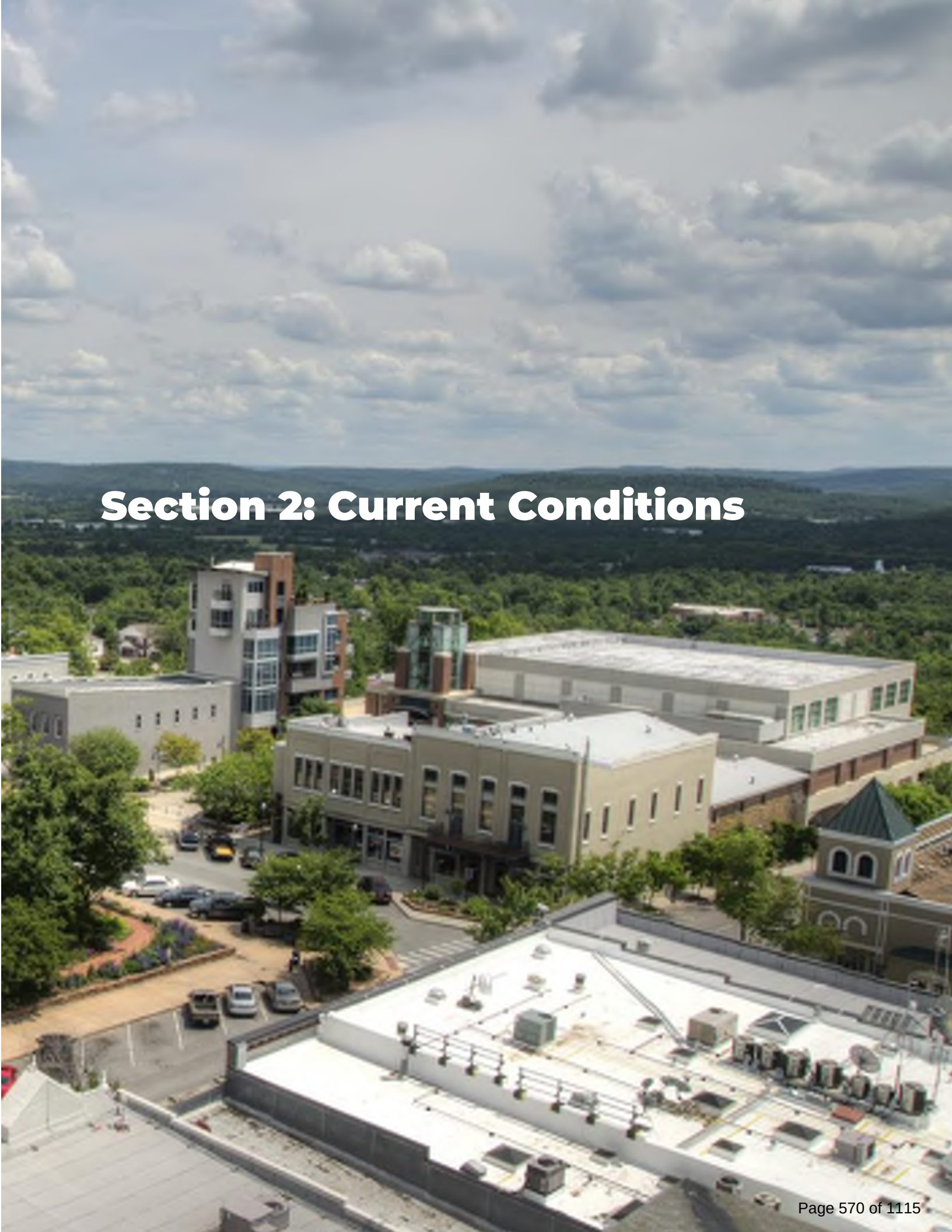
It is critical for Fayetteville's environment, economy, and community well-being that the City act now to sustainably manage the urban forest. The City has a Comprehensive Plan for how Fayetteville will grow and change with development. Among other plans in place or in development is the City's Climate Action Plan in progress as of June 2023. Fayetteville's Urban Forestry Management Plan supports and builds on the goals and policies of these plans and supplements those with vital analyses, studies, metrics, and strategies relating to the City's natural environment and specifically, the urban forest.

Undeveloped areas contain native trees and vegetation, fertile soils, vital water resources, natural prairie, and wetlands. Protection and conservation of these critical areas is up to the citizens and the choices made by the City.

Fayetteville's Urban Forestry Management Plan provides the roadmap with goals and supporting recommendations to manage, grow, preserve, and strengthen the urban forest through invigorated partnerships that align with city and community priorities. Section 2 of this Plan is an overview of the current state of Fayetteville's urban forest and will serve as a baseline to measure future progress. Section 3 is an overview of Fayetteville's priorities for the urban forest which were identified through community and stakeholder input which informed the Plan's vision, guiding principles, goals, strategies, and priority actions. Section 4 of the Plan details the implementation and monitoring guidelines and the Appendices section provides additional information and studies to support the Plan and its implementation.

Let's begin by exploring Fayetteville's urban forest.





Section 2: Current Conditions

Current Conditions

TREES THAT MAKE UP FAYETTEVILLE'S URBAN FOREST

When the term infrastructure is used, oftentimes roads, bridges, power lines, and storm drains are most recognized. In addition to these staples of city infrastructure, trees lining streets and shading parks and backyards are to be included. These trees, collectively known as the urban forest, provide essential benefits that help Fayetteville function. Services generated by trees in Fayetteville provide immense value to the City. Like other city infrastructure, urban trees require management and maintenance to succeed.

The urban forest is comprised of trees across all city landscapes including streetscapes, parks and open space, trail and waterway corridors, commercial and residential properties, among others. While the Plan primarily addresses public trees, all trees across ownership types and the care of these trees contribute to overall urban forest health, sustainability, and associated benefits.

To present an analysis of the current conditions of Fayetteville's urban forest, tree populations in these landscapes are characterized by the type of setting and land ownership type (public or private) and the responsibility for maintenance (City, property owner, or other). In the following section, analyses are first summarized for the public street tree population, and private trees are then incorporated into the summary by describing the citywide urban tree canopy cover.

Public trees are comprised of trees along streetscapes, in medians, backup lots, alleys, parks, open space, and natural areas on City-owned land. The City is primarily responsible for the maintenance of these trees and the Urban Forestry Management Plan focuses on the public street trees. View the illustration below for a summary of the tree types in Fayetteville.

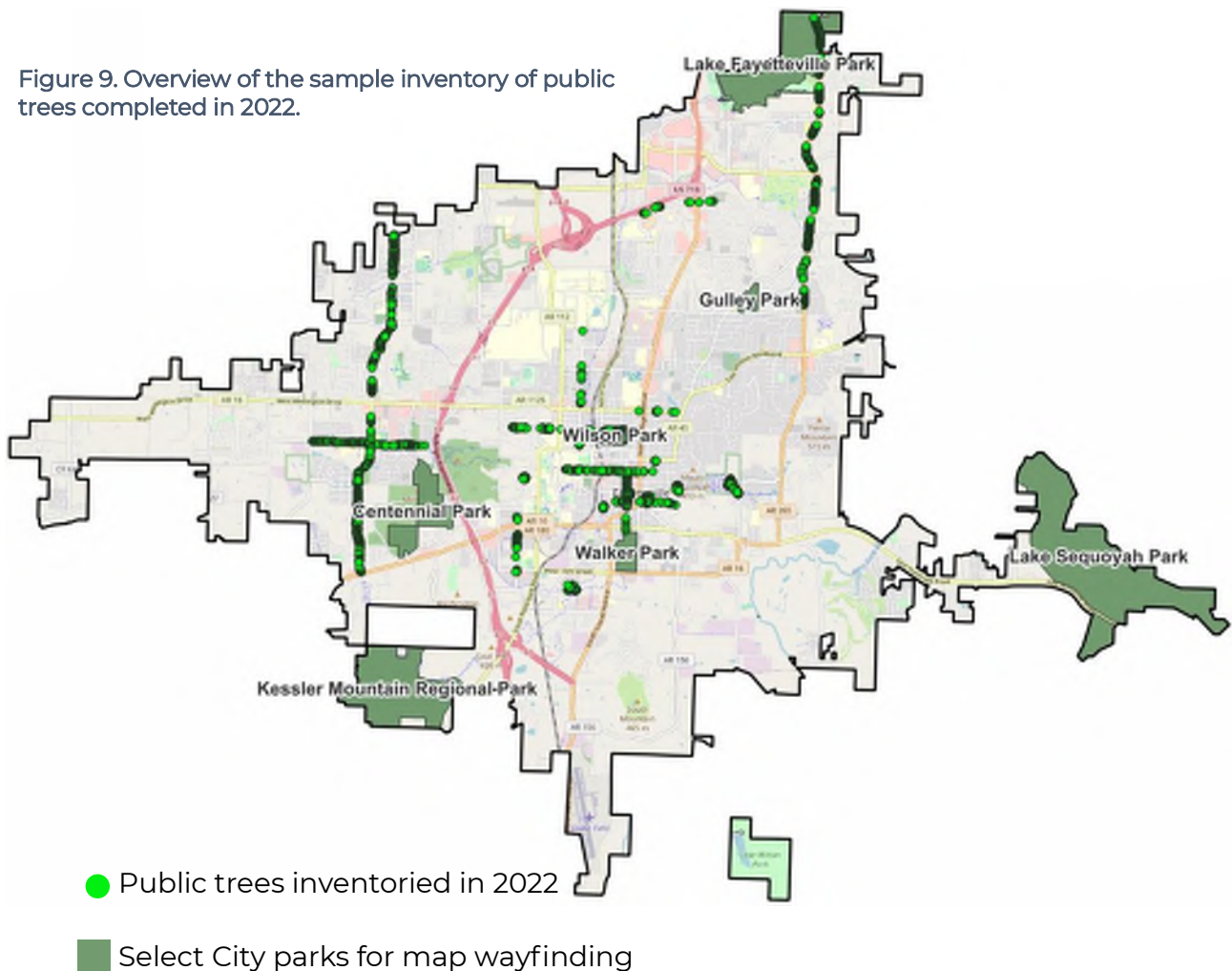


Figure 8. Illustration of the types of trees in Fayetteville.

RESULTS OF THE 2022 PUBLIC TREE SAMPLE INVENTORY

Fayetteville's urban forest is a diverse ecosystem consisting of young and mature trees of varying species, function, and associated benefits. As part of the planning process, a sample inventory was conducted for public trees and private trees (utilizing public rights-of-way for visual assessments). A total of 2,712 public trees were inventoried and research and analysis were applied to estimate the total public tree population. **Based on the sample and assumptions, it is estimated that Fayetteville has over 40,000 public trees of which an estimated 25,000 are in maintained areas of public parks and street rights-of-way.**

Figure 9. Overview of the sample inventory of public trees completed in 2022.



Tree Inventory Overview



Figure 10. A Certified Arborist examines the tree buds to accurately identify the species.

In October 2022, a sample inventory of public and private trees in Fayetteville was conducted by Certified Arborists accredited by the International Society of Arboriculture.

The scope of the public and private tree sample inventory was prepared as part of the City's Urban Forestry Management Plan. The tree inventory was intended to gather data that informs the current extent, structure, characteristics, and maintenance needs of the urban forest that can be addressed in the Plan.

Note, the sample public and private tree inventory analysis was conducted in October 2022. Due to ongoing tree maintenance and the dynamic characteristics of trees, changes such as condition, tree size, and maintenance needs may have changed since the analysis.

Additional summaries and analyses of the sample public and private tree inventories from 2022 are provided in a separate report.

Summary of the Public Street Tree Population



7%

Princeton elms
(*Ulmus americana*
'Princeton')



6%

Post oaks
(*Quercus*
stellata)



6%

Willow oaks
(*Quercus*
phellos)



111 unique
public tree
species



75% of public
trees in good
condition



55% of public trees
are 0 to 6 inches in
diameter

Figure 11. Overview of the results of the 2022 sample inventory of public trees.

Interpretation of Public Tree Inventory Analyses and Citywide Estimates

To grow a healthy and diverse urban forest, the public tree population must be well understood and managed. The data from the 2022 sample tree inventory were examined and assessed to determine the species, size, health, structural integrity, quality of the growing space, and maintenance needs, among other key characteristics for management that is representative of the citywide public tree population.

Species Diversity

Species composition data are essential since the types of trees present throughout the City dictate the amount and type of benefits produced, tree maintenance activities required, budget considerations, and influences species selection for future plantings.

It is estimated the current public tree population consists of 111 different species and 54 unique tree genera—relatively average in terms of species diversity in the region based on benchmarking research. Princeton elms comprise the highest percentage of trees with 7% of the total tree population, followed by post oaks at 6% and willow oaks with 6%. The top ten most common species make up 44% of the total public tree population—slightly lower than average compared to benchmarking research—which is a potential indicator of a healthy level of tree species diversity. If the most common tree species comprise less than half of the population, it may be a sign that the tree population is relatively diverse due to the number of unique tree species and their frequency of occurrence. The remaining 56% of public trees are made up of other species that are primarily pin oaks, blackgums, red maple, northern red oak, baldcypress, and hackberry.

Size and Relative Age Distribution

The distribution of public tree ages and size classes influences the structure of the citywide urban forest and impacts present and future management costs. An unevenly aged urban forest offers continued flow of ecological benefits and a more uniform workflow allowing managers to more accurately allocate annual maintenance schedules and budgets.

To optimize the value and benefits of Fayetteville's trees, the public tree population should have a high percentage of large canopy trees which provide greater ecosystem benefits. On the other hand, there must be a suitable number of younger, smaller trees in the urban forest to account for and eventually replace large and mature trees in decline. Having a healthy percentage of young trees in the urban forest will ensure a sustainable tree population.

To compare Fayetteville's urban forest structure to industry-recommended standards, the "ideal distribution" is used (Richards, 1983 and 1993). The diameter at breast height ("DBH" measured at 4.5-feet above grade) is used to measure relative age.

Overall, based on the sample inventory and estimated public tree population, the size distribution of Fayetteville's public tree population is similar to the ideal age distribution. Generally, an ideal distribution has a larger proportion of small diameter trees compared to larger diameter trees. Specifically, an ideal distribution for public trees consists of:

Ideal Distribution of Public Tree Size Classes versus Fayetteville's Distribution

❖ 40% in the 0-6-inch class (young trees)	55%
❖ 25% in the 6-12-inch class (established trees)	19%
❖ 15% for 12-18-inch trees (established trees)	14%
❖ 10% of 18-24-inch trees (maturing trees)	6%
❖ 6% of 24-30-inch trees (maturing trees)	4%
❖ 4% of trees in the over 30-inch class (mature trees)	2%

It is estimated that 55% of Fayetteville's public trees are in the 0-6-inch class compared to the recommended 40%. In contrast, the City also has less 6-12-inch trees (19%) compared to the ideal distribution of 25%. The remaining size classes are within 4% of the ideal percentage.

The size and relative age distribution of Fayetteville's public trees indicates the population is relatively young given the City has more small-diameter trees and fewer trees than the ideal percentage for each of the larger size classes. This distribution may be an indication of an increase recently in planting efforts. The City should expect a growing demand for maintenance as the large number of young / small trees mature.

Condition

Tree characteristics and environmental factors affect the management needs for urban trees. An analysis of the condition can provide an indicator of how well the trees are managed and how they are performing given site-specific conditions. Understanding current and changing conditions plays an important role in planning, budgeting, and resource allocation. Tree maintenance needs are assigned for public safety reasons and by tracking these needs, managers are able to better plan and manage Fayetteville's public trees and the citywide urban forest.

The sample inventory of public trees was analyzed and extrapolated to identify potential trends in tree condition and the management recommendations to improve condition or minimize the deterioration of tree condition. Each inventoried tree's health was evaluated by ISA Certified Arborists based on the condition of the wood and the foliage as well as the structure.

Based on the analysis, it is estimated that three out of four public trees (75%) are in good condition and 15% are in fair condition with only 5% of trees in poor or dead condition. The dead trees or trees noted for removal should be addressed and planned for immediately. Trees classified as "Fair" or "Poor" should be examined to determine the necessary mitigation or plant health care, if any to improve their condition.

Observations and Defects

Tree observations (or defects) were recorded during the 2022 sample inventory to further describe a tree's health, structure, or location when more detail was needed. A total of 20 observation categories were available for the arborists to note during the inventory. The public trees were noted to have 11 of the 20 categories.

A total of 1,283 observations were recorded during the tree inventory. Crown dieback was the most frequent observation recorded. It is estimated that 30% of the citywide public tree population has some level of crown dieback and 6% have cavity decay present. Mechanical damage due to lawnmowers, weed trimmers, construction, or other may comprise 5% of the public tree population followed by poor structure with 4%.

Of the recordings, 17% of the observations or defects may be preventable or mendable meaning the defects or concerns observed are primarily human-caused. For example, poor structure can be prevented or limited with proper young tree pruning, implementing best practices and standards would prevent or reduce the number of

improperly pruned trees, and poor root systems can be prevented by choosing quality tree nursery stock, proper planting, and amending soils. Trees with poor location and/or hardscape damage observations could have been prevented by choosing the appropriate species for the site and ensuring adequate root space. Lastly, adequate mulch rings, growing space, grates, and awareness would reduce the count of mechanical damage observations. The data also shows the impacts of deferred maintenance. Also, about 35% of the observations recorded could be addressed or prevented with proactive pruning and/or plant health care.

Maintenance Needs

It is estimated that 8% of the public tree population requires clearance pruning while only 6% require removal, 3% need pruning for clearance around utilities, and 1% require routine pruning or crown cleaning. The low percentage of maintenance needs may be an indicator of the City's current practices of conducting routine proactive pruning of public trees across the City. Newly planted trees should be structurally pruned (training pruned) within five years of planting though it was not an observable need in the recorded sample inventory.

Young tree training pruning is performed to improve tree form or structure; the recommended length of young tree pruning cycles is three years since young trees tend to grow at faster rates (on average) than more mature trees. The young tree cycle differs from a routine pruning cycle in that these trees generally can be pruned from the ground with a pole pruner or pruning shear.

The objective is to increase structural integrity by pruning for one dominant leader in most cases for most tree species. Young tree training pruning is species-specific, since many trees may naturally have more than one leader. For such trees, young tree training pruning is performed to develop a strong structural architecture of branches so that future growth will lead to a healthy, structurally sound tree. In addition to training pruning, young trees may also require additional maintenance such as added or amended mulch, watering, added or removed stakes and ties, and/or clearance of debris and litter. These needs can potentially be addressed during young tree training pruning.

Trees included in the young tree training pruning cycle are generally less than six inches DBH. These younger trees sometimes have branch structures that can lead to potential problems as the tree ages. Potential structural problems include codominant leaders, multiple limbs attaching at the same point on the trunk, crossing/interfering limbs, or dead/diseased/damaged limbs. If these problems are not corrected, they may worsen as the tree grows, increasing risk and creating potential liability.

Interpretation of Private Tree Analyses and Estimates

Though less data was collected for private trees during the 2022 sample inventory, this data is valuable in providing information about the citywide urban forest. A total of 850 private trees were inventoried from the public rights-of-way. Based on industry research and benchmarking of comparable cities, it is estimated that there are 80,000 trees in maintained areas of private property.

Using the sample inventory and an analysis that extrapolated the data, it is estimated that most tree species are oaks or *Quercus* with 19%, maples or *Acer* with 12%, and pines or *Pinus* with 9%. The top ten most common tree genera comprise 78% of the private tree population whereas, the top ten most common tree species comprise 57% of the population. The most common tree species include pin oaks (9%), loblolly pine (8%), red maple (8%), arborvitae, London planetree, hackberry, eastern redbud, eastern red cedar, Princeton elms, and black cherry.

Most private trees are in the 0-6-inch class with 39%, followed by the 12-18-inch class (23%) and trees in the 6-12-inch class with 20%. Only 2% of private trees are greater than 30 inches.

Similar to public trees, it is estimated the private tree population is primarily in good condition (70%) with only 4% in poor condition and 2% consist of dead trees.

Based on the Certified Arborists observations of private trees from the public rights-of-way, it appears that the most common maintenance needs are pruning for clearance (9%), removing hardware from trees (6%), and utility pruning (2%).

Summary of Tree Inventory Analysis

Understanding the extent, structure, condition, characteristics, and maintenance needs of public trees enables Fayetteville's Urban Forestry Program and Transportation Department's right-of-way crews to effectively budget, plan, and address maintenance and planting needs in a sustainable, safe, and equitable manner. A comprehensive citywide public tree inventory is recommended in the Plan, and it is essential that the City maintain the data and routinely update the inventory.

For private trees, understanding the extent, health, composition, and other factors provides the Urban Forestry Program with a better picture of the entire urban forest. Challenges such as pests and diseases, invasive plant species, climate resiliency, among other threats to the urban forest can be addressed for private trees by providing resources, education, training, and other support to property owners to support growing a sustainable and resilient urban forest.

As stated at the beginning of this section, additional summaries and analyses of the sample public and private tree inventories from 2022 are provided in a separate report.

CURRENT CONDITIONS OF THE CITYWIDE URBAN FOREST



Tree Canopy Cover

Overview

An assessment of tree canopy cover citywide provides the data and information to develop goals and strategies relating to tree planting, preservation, tree equity, and risk management along with the data to support community outreach and education. These urban tree canopy assessments, referred to as “UTC Assessments” or “Tree Canopy Assessments” and “TCA’s” provide the information for long-term planning and serve as a measurement of change and progress over time.

This information can be utilized with other city planning efforts for sustainability, equity, human health, climate resiliency, stormwater management, water quality, wildlife preservation and enhancement, air quality improvements, and development guidelines among many others.

UTC assessments provide a baseline understanding of existing canopy cover across the entire city. In addition, these assessments provide an analysis of possible planting areas citywide and by various planning boundaries. This assessment for Fayetteville represents an important step in better understanding current conditions of the urban forest, its tree canopy distribution and value, and the importance of urban forestry during planning processes. This baseline assessment should be utilized in measuring progress resulting from implementing this Plan.

Urban Tree Canopy (UTC) Findings - Overview

A consultant provided an analysis and a report with recommendations on Fayetteville's tree canopy cover change from 2002 to 2010, and in 2020, the City's Geographic Information System (GIS) Department assessed the existing tree canopy and possible planting areas citywide using imagery from 2013, 2015, 2017, and 2019. The historical imagery and related assessments provide information on the canopy change over time though this section focuses on the most current assessment from 2019. The summaries below provide an overview of the baseline conditions relating to urban tree canopy cover and possible planting area in the City.

2019 UTC Findings – Citywide

The City of Fayetteville is 55.8 square miles in size. Tree canopy covers 22.0 square miles of this area (39.4%) according to 2019 imagery

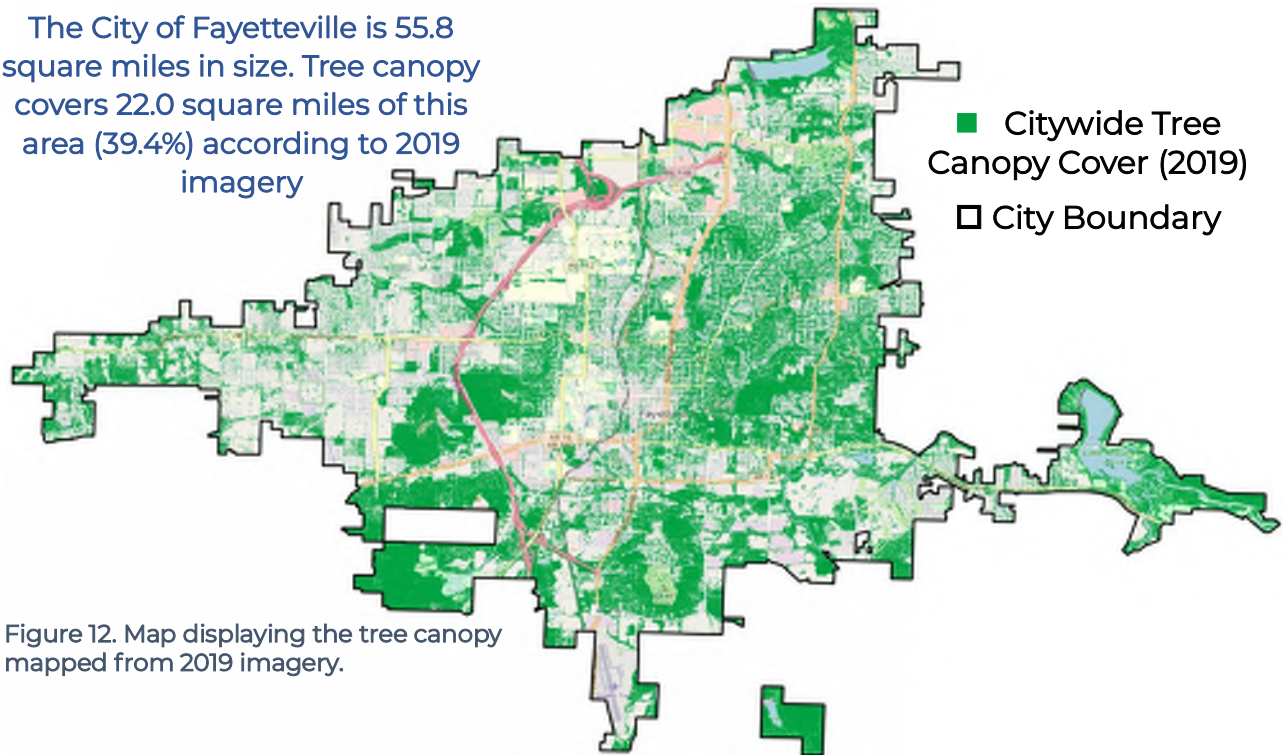


Figure 12. Map displaying the tree canopy mapped from 2019 imagery.

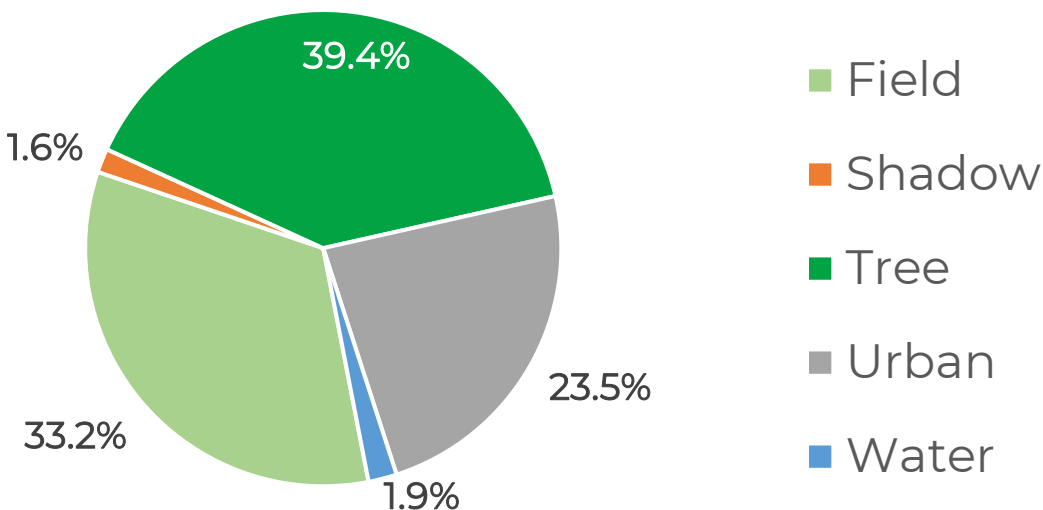


Figure 13. Citywide tree canopy results (2019). Source: City of Fayetteville



Figure 14. Examples of the land cover classes analyzed as part of the 2019 tree canopy study.

The 2019 UTC assessment first classified land cover by various types. The acreage and percentage of tree canopy, field, shadow, urban, and water were calculated based on the total city land area of 35,505 acres. Of the total city land area, 39.4% is tree canopy, 33.2% is field, 23.5% is urban, and 1.9% is water.

The citywide tree canopy cover of 39.4% means there are 14,081 acres of tree canopy when viewed from above. This amount of canopy translates to 22.0 square miles of canopy across the City. For reference, the City's total land area is 55.8 square miles.

Of the 35,505 total acres of Fayetteville, 33.2% is classified as "field" meaning it is land cover that is either grass, turf, low-lying shrubs, or bare soil. These areas may be potential future opportunities for tree plantings and the following section provides details on examining this potential area to determine if it is feasible, preferable, and a priority.

23.5% of the area that is classified as "urban" means these areas are either buildings, road surfaces, parking lots, sidewalks, or other paved and impervious surfaces. Certain impervious areas such as parking lots and sidewalks could potentially be new opportunities for tree planting. While it may be more difficult and costly to plant trees in these areas, the benefits of the trees once established may be far greater due to the reduction of impervious surfaces that contribute to stormwater runoff, urban heat islands, and reduced air quality.

Communities frequently use this data to establish tree canopy goals and achieve a shared vision for the urban forest. When canopy data is available, goals are set based on a comparison of existing and potential tree canopy coverage with a focus on equitable distribution. According to a national analysis by U.S. Forest Service researchers, a 40-60% urban tree canopy is achievable in forested communities. Realistic baseline targets are lower in grassland cities (20%) and desert cities (15%). However, higher percentages are attainable through greater investment and prioritization (Leahy, 2017). It is important to note that urban tree canopy percentage is just one of many criteria to consider. Age and species diversity, condition of trees, and equitable distribution are equally important (Leahy, 2017).

2019 UTC Findings – Future Land Use Classes

Existing tree canopy cover and possible planting areas were summarized by Land Use Class as delineated in the City's future land use maps. There are a total of nine classes as shown in the figure below. The available resources, opportunities, and constraints vary by land use class and as the City continues to grow, it is essential to understand the extent of canopy in order to sustainably manage the urban forest over time. Each class is summarized below to inform the Plan's goals and strategies. Note, the canopy percentages are based on the total area of the future land use consisting of 53,604 acres.

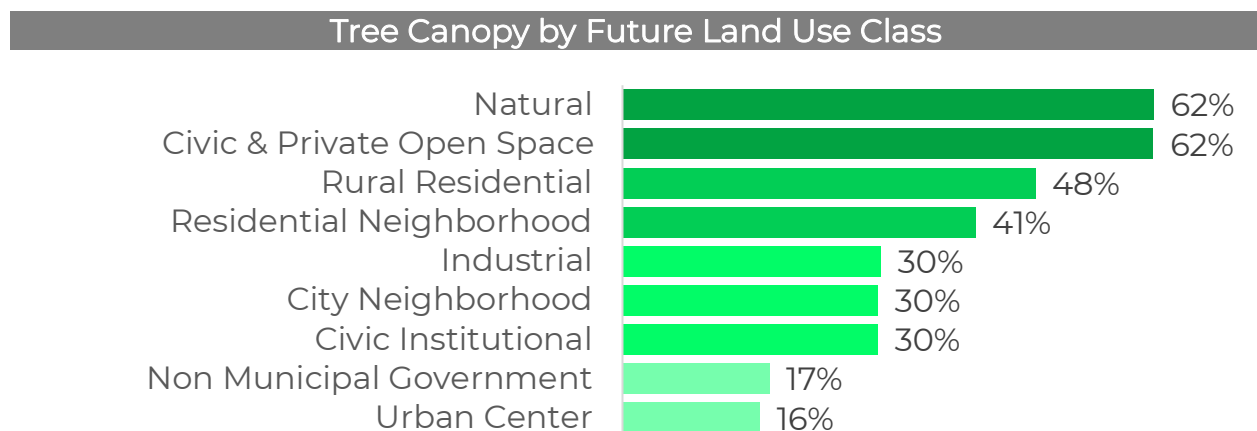
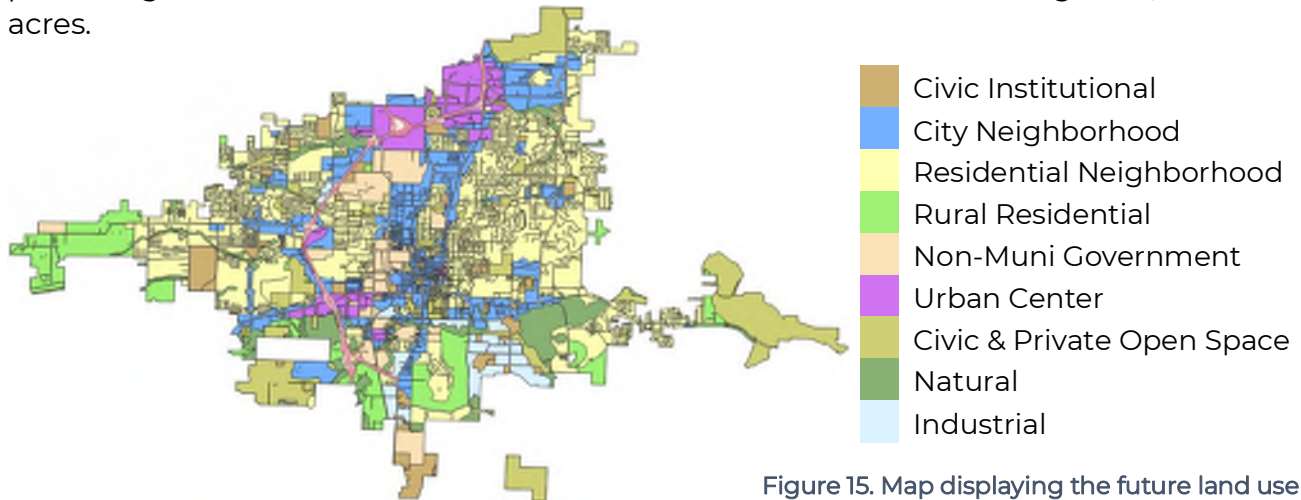


Figure 16. Tree canopy cover percentages (2019) by future land use class.

Based on the chart above, the future land use classes with the highest amount of canopy cover are the natural and the civic / private open space classes, each with 62% or 6,189 and 2,594 acres, respectively. Natural land use has nearly 10,000 total land acres whereas civic / private open space has 4,183 total acres. The urban center has the least proportion of canopy with 16% of the 1,681 total land acres. Overall, the residential neighborhood land use class has the largest amount of land area with 14,522 but 41% is tree canopy whereas, rural residential has 12,847 total land area with 48% tree canopy. These findings are in line with what is expected of the various land uses based on the limitations and opportunities within each of these. View the [10-Year Canopy Cover Goal](#) section for details on how these assessments informed the Plan's overarching canopy goal.

Special Considerations and Vulnerabilities

Canopy Cover Change

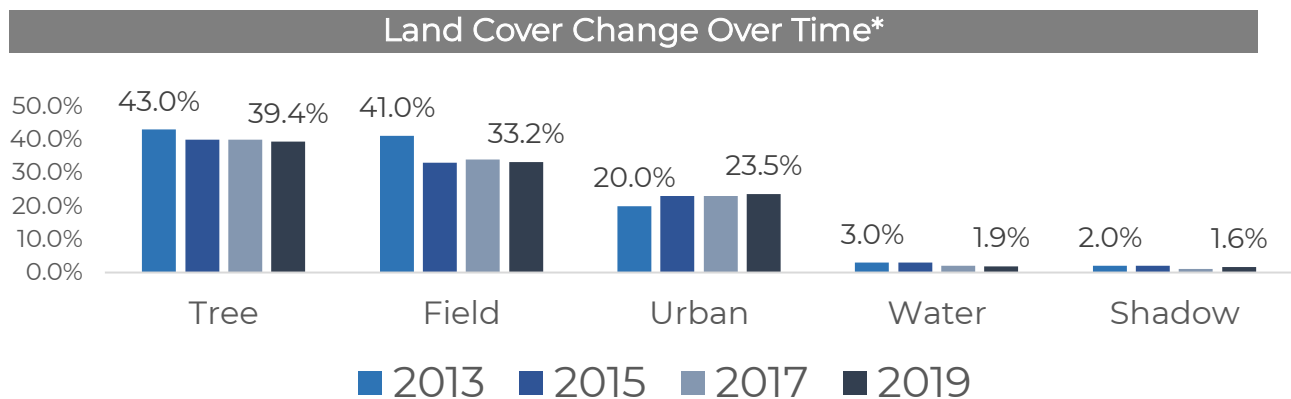
By measuring changes in tree canopy cover, city planners, urban forest managers, and policymakers can understand how changes and regulations in the urban landscape are affecting the health and vitality of the City, as well as the quality of life of residents. Secondly, tree canopy cover is a key indicator of urban forest health.

Urban forests are dynamic systems that are impacted by a variety of factors, including urbanization, climate change, and invasive species. By analyzing changes in tree canopy cover over time, planners can take action to address the underlying causes of tree canopy loss or tree health decline.

Change in tree canopy cover can also be used to inform future policy and decision-making. For example, by tracking changes in tree canopy cover over time, city planners can identify areas where new trees may need to be planted to maintain or increase overall canopy cover. The information can also be used to inform land-use planning and development decisions, such as determining where to locate new parks or green spaces.

In Fayetteville, the Urban Forester within Development Services actively monitors and tracks tree canopy cover change through development regulations and is supported by the Urban Forester in Parks, Natural Resources and Cultural Affairs. Comprehensive worksheets and data are utilized to track on a monthly and yearly basis. The tracking includes forecasting the future canopy growth and loss.

In addition to this extensive tracking system, the City completed tree canopy assessments for four time periods— 2013, 2015, 2017, and 2019. The following provides a summary of the canopy cover change that was utilized to inform the long-term canopy goals and priority planting areas discussed in the following section.



* Note: Technology (e.g., data, imagery, resolution) for canopy assessments continues to improve.

Figure 17. Summary of the land cover change over four time periods (2013 - 2019). Source: City of Fayetteville

From 2013 to 2019, the canopy cover decreased from 43.0% to 39.4% and the land cover classified as field decreased from 41.0% to 33.2%. Urban land cover increased by 3.5% going from 20.0% to 23.5%. This is an increase of 1,400 acres or 2.2 square miles of urban land since 2013. The data is representative of the changes occurring in the City over time as development increases.

Canopy Requirements in Chapter 167 Tree Preservation and Protection Ordinance

Chapter 167 of Fayetteville's Code of Ordinances regulates and monitors tree canopy cover change in the City. The chapter addresses canopy cover preservation, afforestation, and mitigation and the regulations and procedures vary depending on factors and considerations such as the zoning designation, the type or size of a project, and the quality of the tree canopy removed.

The table below summarizes the tree minimum canopy cover requirements by zoning designation that are factored into the canopy goals recommended in the Urban Forestry Management Plan. Note, the zoning designations in the table below are consolidated into generalized categories. Specific zoning designations and details for each are available in Table 1 of Chapter 167.04.C.

Regulating Tree Canopy Cover

Table 2. Minimum canopy requirements by zoning designation according to Table 1 in Chapter 167 Tree Preservation and Protection Ordinance.

Zoning Designation (consolidated)	Percent Minimum Canopy
Residential (includes single-family, residential office, residential intermediate, multi-family)	15-25% (depending on designation)
Neighborhood Services (includes limited and general)	20% (for both sub-categories)
Neighborhood Commercial	20%
Community Services	20%
Thoroughfare (includes commercial and urban thoroughfare)	15% (for both categories)
Central Business Commercial	15%
Downtown Core	10%
Main Street Center	10%
Downtown General	10%
Neighborhood Conservation	20%
Heavy Commercial & Light Industrial	15%
General Industrial	15%
Institutional	25%
Planned Zoning District* (Hillside/Hilltop Overlay District, "HHOD")	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

* See Table 1 in Chapter 167.04.C for details regarding planned zoning districts.

Tree Canopy Equity

Tree canopy is often not distributed equitably across city landscapes and ownership types. The American Forests organization created the Tree Equity Score (TES, www.treeequityscore.org) tool to measure tree equity across 150,000 U.S. neighborhoods and 486 municipalities in urban areas. Each community's TES indicates whether there are enough trees for everyone to experience the health, economic, and climate benefits that trees provide.

The scores are based on how much tree canopy and surface temperature align with income, employment, race, age, and health factors. A 0- to-100-point system makes it easy to understand how a community is doing.

With the knowledge the score provides, Fayetteville's community leaders, tree advocates, and residents alike can address climate change and public health through the lens of social equity, attract new resources, factor the scores into technical decisions, guide implementation of the 2023 Urban Forestry Management Plan, and track progress toward achieving tree equity.

A score of 100 represents tree equity. Based on a 2022 analysis, Fayetteville's overall tree equity score is 87 out of 100. Based on the nationwide dataset for 197,505 U.S. Census-defined urban areas, the average score is 85 (as of 2023).

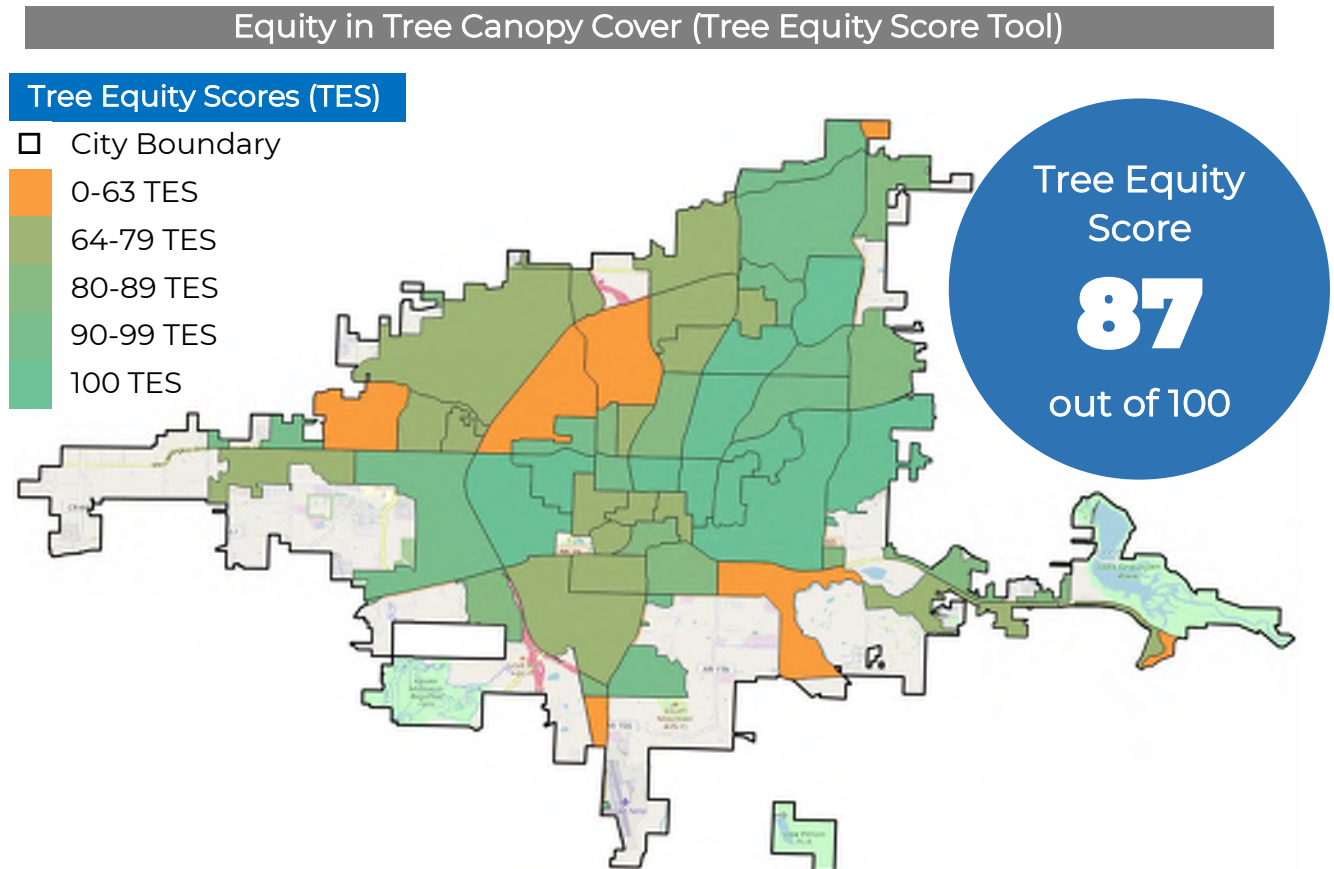


Figure 18. Map showing the Tree Equity Scores for Census Block Groups in Fayetteville. Source: American Forests' Tree Equity Score Tool

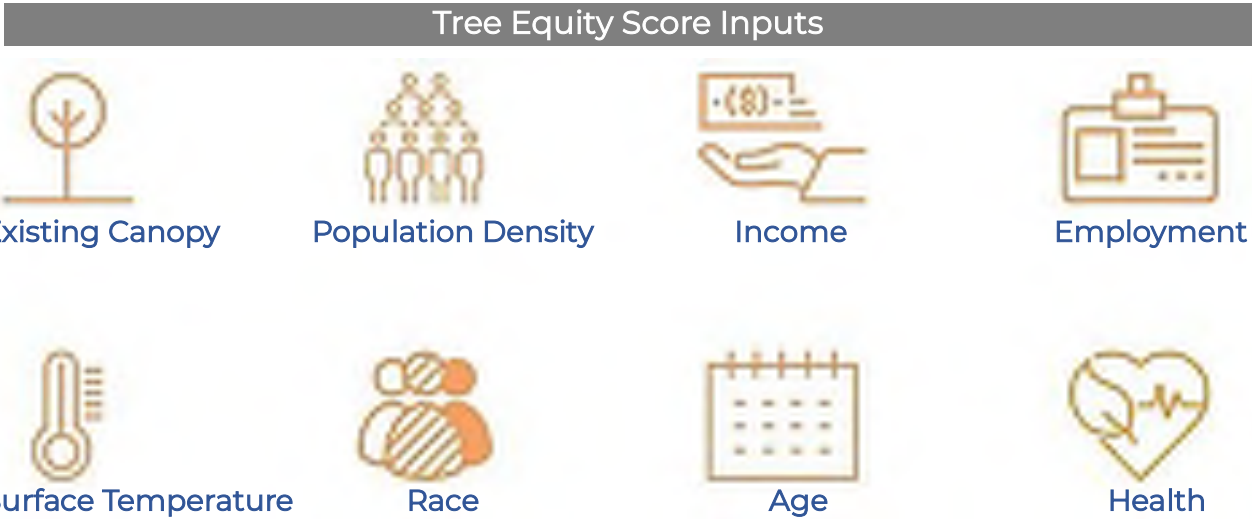


Figure 19. Inputs for Fayetteville's Tree Equity Score (2022). Source: American Forests' Tree Equity Score Tool

The map on the previous page displays the Tree Equity Scores for each U.S. Census Block Group within the City of Fayetteville based on the data inputs listed in the figure above.

Compared to other cities in the state, **Fayetteville's Tree Equity Score of 87 is the second highest score out of 10 Arkansas cities in the study** (see figure below) and has the fourth highest score out of eight U.S. cities commonly used in comparing Fayetteville (see figure on the following page). This score for Fayetteville is based on a combination of metrics listed in the figure above for 47 Census Block Groups (CBG) comprising the City and averaged for a combined total score.

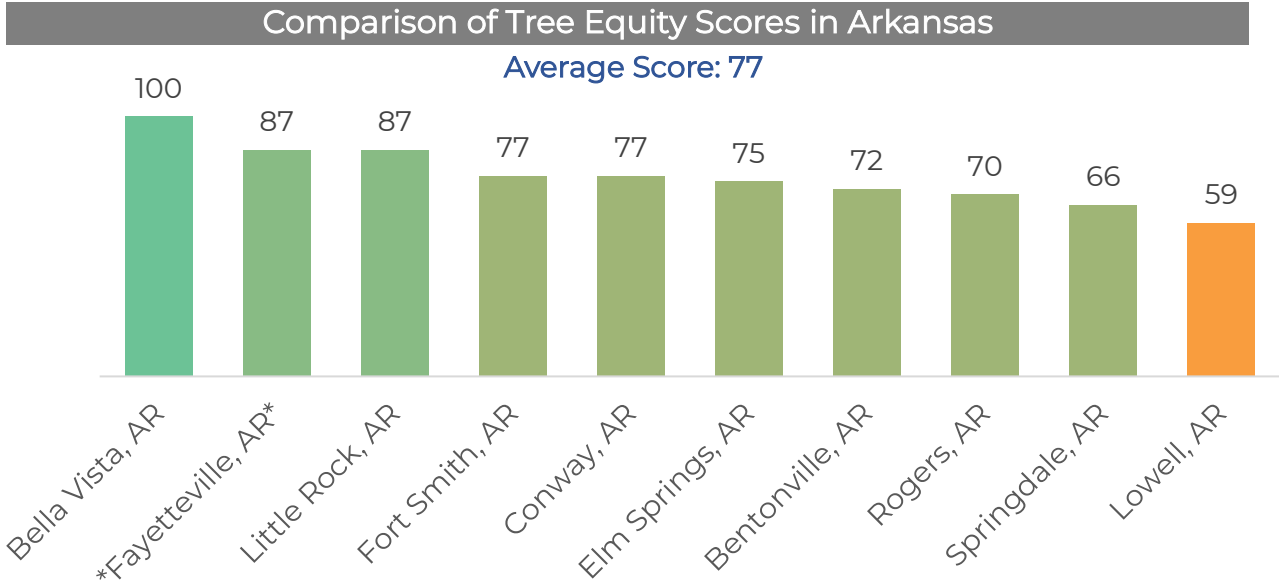


Figure 20. Comparison of Tree Equity Scores for select Arkansas cities based on a 2023 study. Source: American Forests' Tree Equity Score Tool

*Note, the Tree Equity Score tool utilized data from EarthDefine and found the canopy cover percentage to be 35.6% though this Plan utilizes the 39.4% determined by the City.

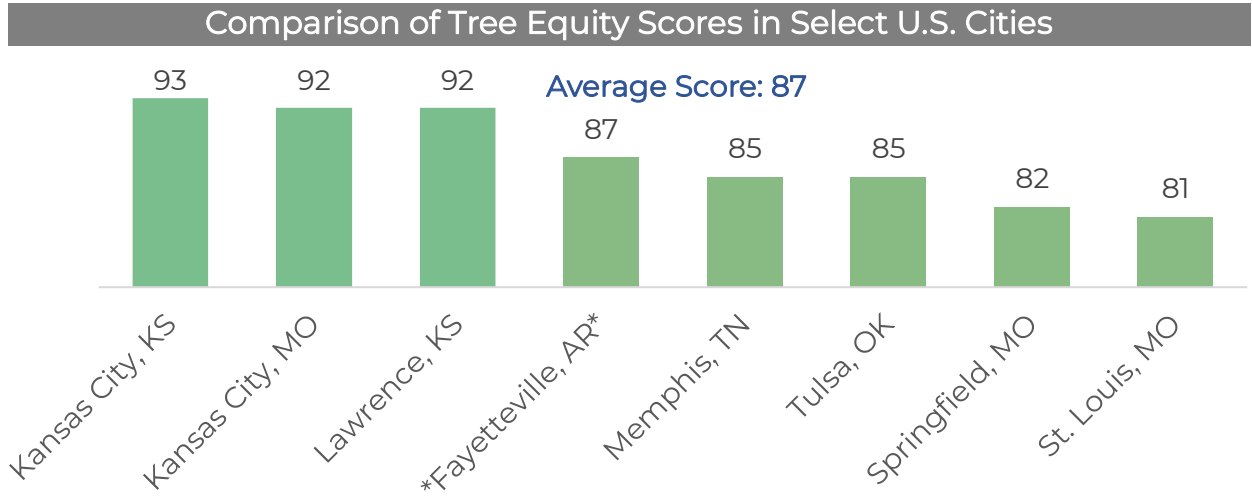


Figure 21. Tree Equity Score comparisons for select U.S. cities. Source: American Forests' Tree Equity Score Tool

Tree Equity Discussion

In the past few years, regional partners are increasingly acknowledging and confronting the past practices, current perceptions, and accelerating progress to ensure that communities, landscapes, and policies are more intentional about enhancing historically disinvested areas.

Driven in part by Fayetteville’s Urban Forestry Management Plan and other City/regional initiatives, ambitious goals to increase tree canopy in areas of greatest need are taking hold. Although the City would oversee and monitor these canopy goals, the effort would inevitably require extensive support from all City departments, community-based organizations, and others aiming to prepare for a hotter and drier climate while development increases.

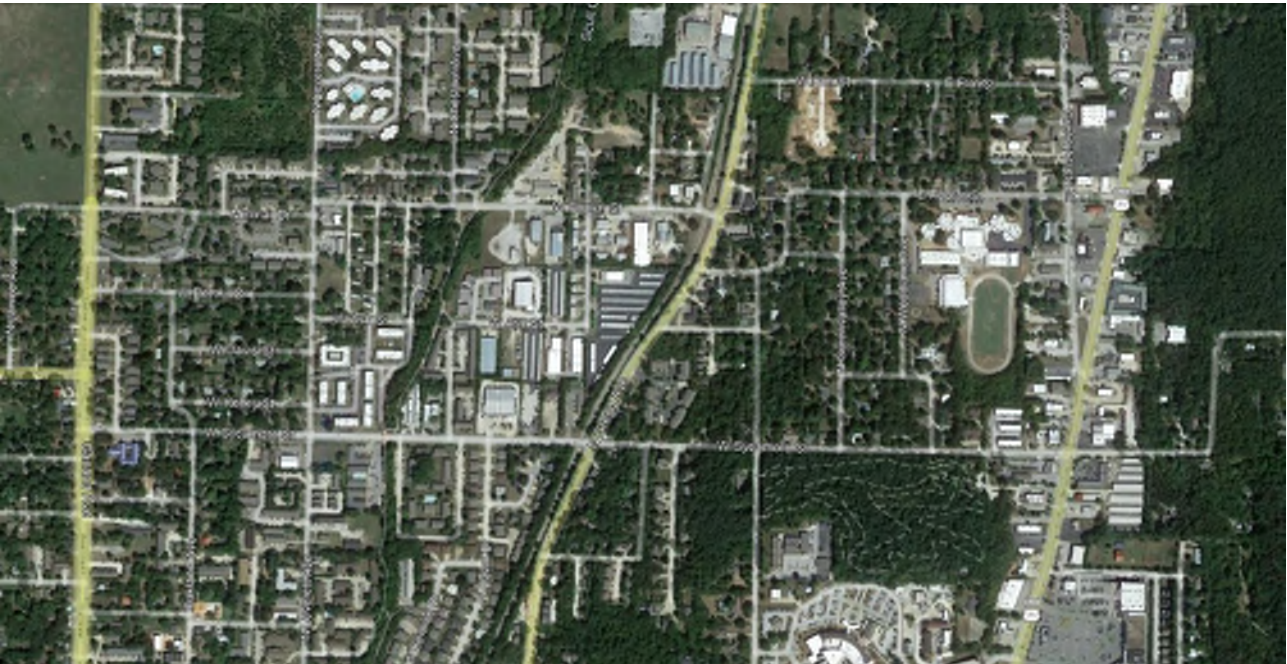


Figure 22. An example of higher tree canopy cover east (right) of North Gregg Avenue in the center of the image compared to areas west of the route. Source: Google Earth 2021 imagery

Easements

City easements refer to the legal rights granted to a city or municipality to use certain portions of private property for public purposes, such as the installation of utilities or the construction of public infrastructure like sidewalks or roads. In Fayetteville, city easements can lead to the loss of tree canopy cover if not managed properly or if regulations do not adequately preserve and protect the existing trees.

When the City constructs public infrastructure like sidewalks or roads, they may need to remove trees that conflict with the design and function. In some cases, easements may restrict the planting of trees or other vegetation that could interfere with the infrastructure or utilities that are installed. This restriction can limit the ability to plant new trees and thus limit the potential for future tree canopy cover. Also, the installation of underground utilities in City easements can damage tree roots, which can lead to tree decline or death. When trees are damaged or killed due to city easement activities, the tree canopy cover can be significantly reduced. In addition, maintenance activities such as pruning or tree removal may be necessary in easements to ensure the proper functioning of public infrastructure. However, if not done properly, these activities can result in the loss of tree canopy cover.

Easements where canopy is vulnerable were analyzed to determine the existing tree canopy cover within to support the strengthening of regulations, monitoring, and management efforts guided by this Plan. An analysis of tree canopy within Fayetteville's easements was conducted in 2023 utilizing the City's 2019 tree canopy data. The City contains a number of different types of easements ranging from access, avigation, conservation, drainage, utilities (e.g., gas, sewer, and water), grading, landscape, private, sidewalk, telephone, trail, tree preservation, and vacated. The potential for tree canopy gains and losses largely depends on the intended use of the easement, responsible parties, and the regulations.

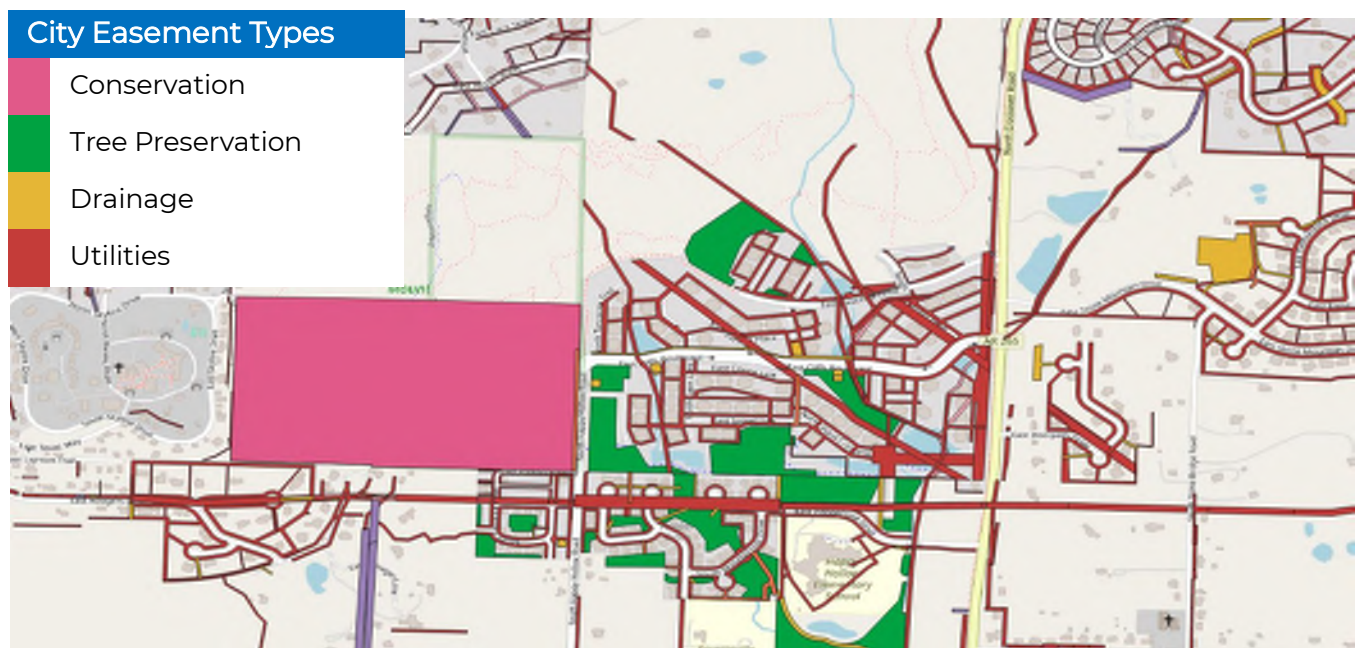


Figure 23. Examples of the types of easements found in the City of Fayetteville.

The table and map below describe the easement types vulnerable to canopy loss.

Canopy Likely Preserved	Canopy At Risk ("Vulnerable Easements")	Areas to Proactively Preserve Canopy
Conservation, Tree Preservation	Access, Null, Avigation, Drainage, Utilities, Grading, Landscape, Private, Sidewalk, Telephone, Trail, Vacated	Access, Landscape, Sidewalk, Trail, Vacated

Table 3. Potential vulnerability to canopy loss by easement type.

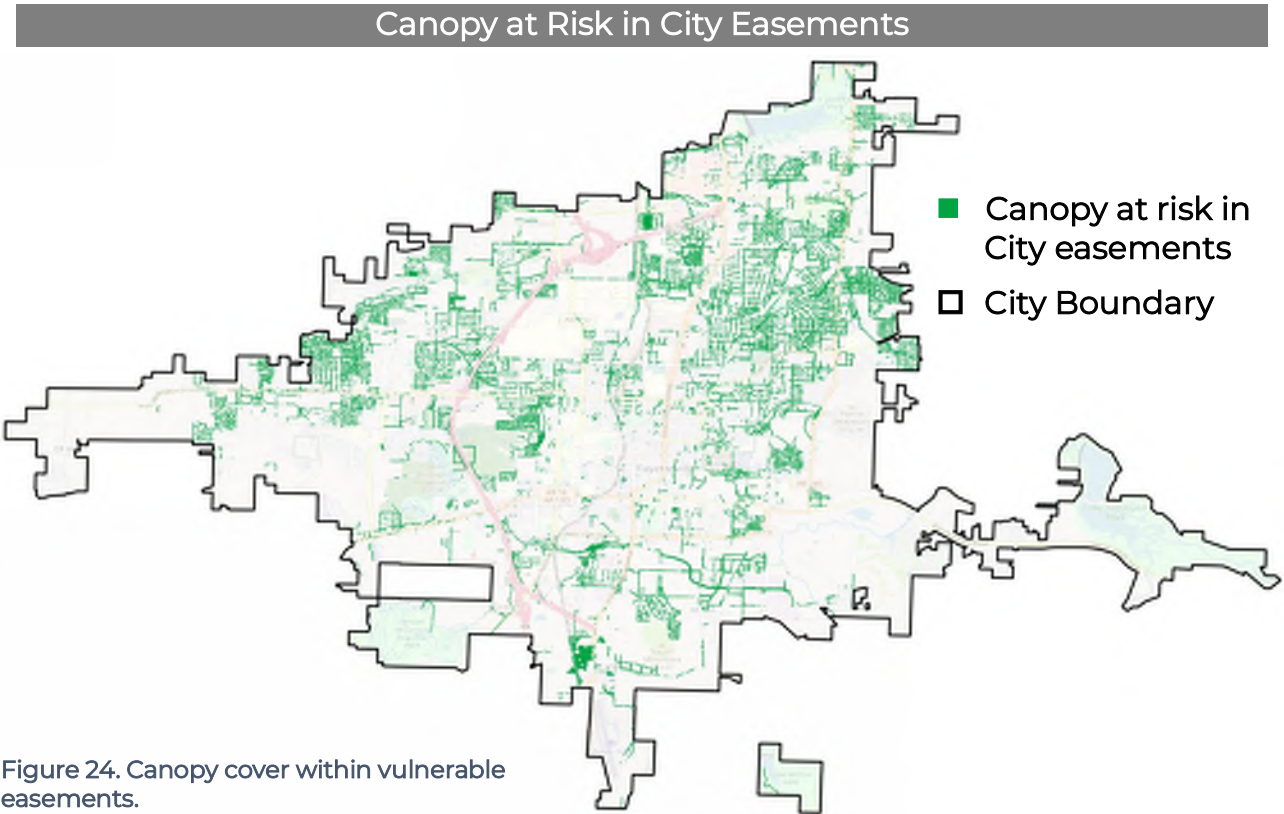


Figure 24. Canopy cover within vulnerable easements.

Acres of Vulnerable Easements	Acres of Canopy in Vulnerable Easements	% Canopy of Vulnerable Easements	Impact on Citywide Canopy Cover
3,981 total acres of vulnerable easements	1,015 acres of canopy in vulnerable easements	25% canopy within vulnerable easements	2.6% potential loss (39.4% reduced to 36.8%)

Table 4. Summary of vulnerable canopy in City easements.

Based on these categories, the vulnerable easements amount to a total of 3,981 acres and within that area, there are a total of 1,015 acres of canopy or 25%. The 1,015 acres of canopy represents 7.2% of the total citywide canopy cover (14,081 acres). This means that **if the trees in these easements are not protected and canopy is removed, the City's canopy cover of 39.4% would be reduced to 36.8%.**

Native Prairie



Figure 25. Wilson Springs Preserve, a 121-acre preserve with the largest wetland remnant in Fayetteville and one of the last tall grass prairies in the region.

Fayetteville's native prairie land is a rare and valuable ecosystem that is home to a diverse array of plant and animal species. Historically, areas of the City were covered in tallgrass prairie, which supported a variety of grasses, wildflowers, and other plants, as well as large grazing mammals like bison and elk.

Today, much of Fayetteville's native prairie land has been converted to other land uses, such as agriculture, urban development, and transportation infrastructure. However, there are still some remnant prairie areas in and around the City that provide important habitat for native plant and animal species.

One example of a native prairie area in Fayetteville is the Wilson Springs Preserve, a 121-acre site that is the largest wetland remnant in Fayetteville and one of the last tall grass prairies in the region (Northwest Arkansas Land Trust).

In considering a plan for Fayetteville's urban forest and goals to increase tree canopy cover, it is important to evaluate areas of the City where it may not be preferable or permitted to plant trees. While some native prairie lands have been lost to development and other areas are being restored, it's important to consider the native habitats and ecosystems and whether they support growing trees that survive and thrive.

Based on GIS maps provided by the Northwest Arkansas Land Trust (NWALT) and the City of Fayetteville, there are areas of the City that perhaps may not be suitable as priorities for tree plantings. The following map provides an overview of these native prairie lands.

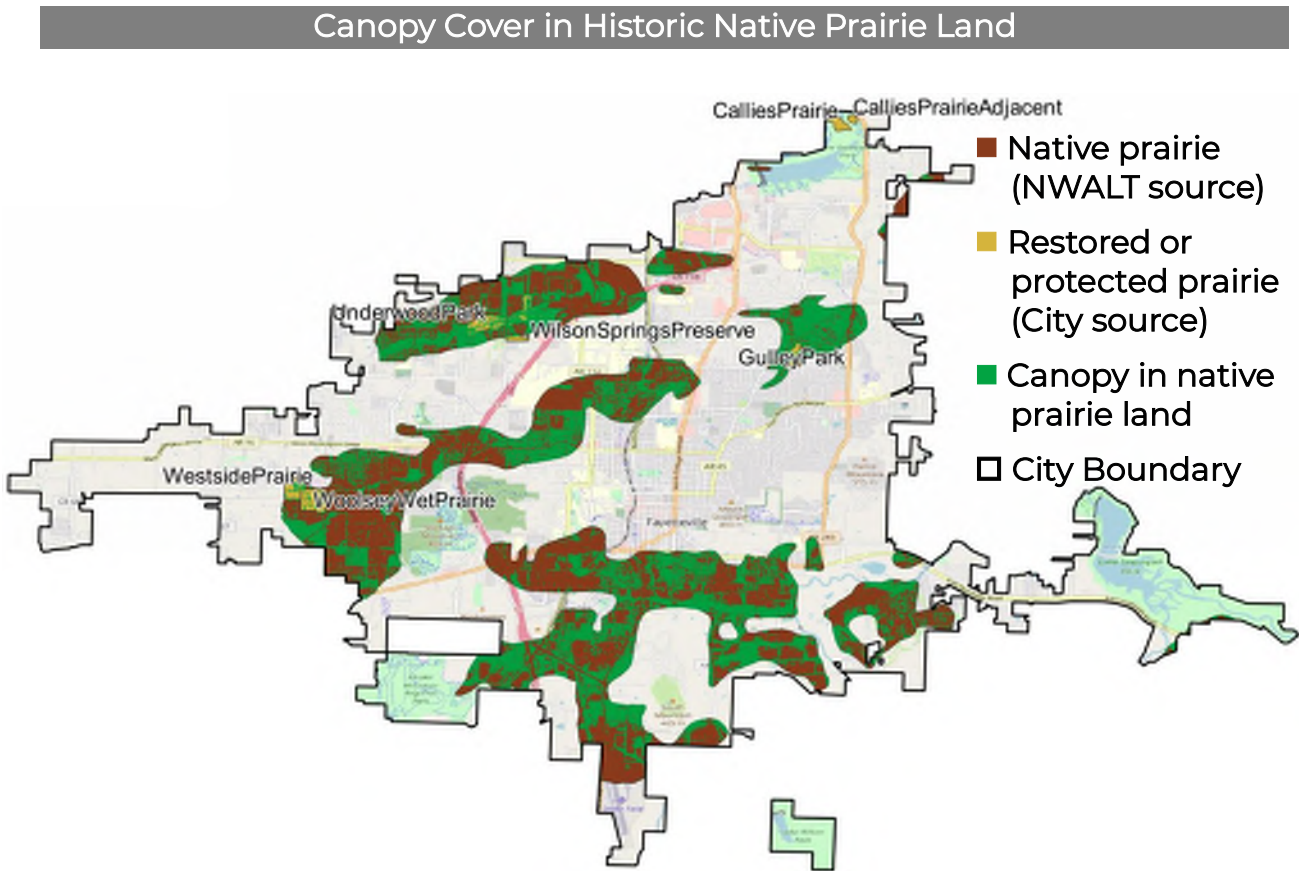


Figure 26. Map of the canopy within native and restored prairie land.

Total Prairie Acres	Total Canopy in Prairies	% of Canopy within Prairies
■ 9,769 total native prairie land acres	■ 1,957 total canopy acres in native prairie land	■ 20% canopy in native prairie land

Table 5. Summary of the land acres and the canopy cover within native prairie land.

Protected Prairie-related Areas	Acres*
■ Woolsey Farmstead and Wet Prairie Sanctuary	50
■ Westside Prairie	40
■ Wilson Springs Preserve	121
■ Underwood Park	5 (estimated)
■ Callies Prairie	33
■ Gully	3
TOTAL	252 acres

* Total acres may include land area that is not prairie, for example, Wilson Springs Preserve and Underwood Park

Table 6. Summary of the protected prairie-related areas. Source: City of Fayetteville

As shown in the map and tables above, the City has nearly 10,000 acres of land that was native prairie land. 20% of the native prairie land contains tree canopy which amounts to 1,957 acres of canopy. Over time, the City and organizations have actively restored and protected or preserved portions of this native prairie land as shown in the previous table.

Based on the figures provided by the City, 252 acres of prairie have been restored and/or protected while other native prairie land has been reshaped by development or is vulnerable. In [Appendix A](#) priority planting areas are explored with a consideration to preserve or restore native prairie land by not introducing trees into the landscape.

University and Institutions



Figure 27. Aerial view of the University of Arkansas campus. Source: University of Arkansas

The University of Arkansas located in Fayetteville owns and manages the urban forest within its campus, while the City of Fayetteville manages the urban forest within its jurisdictional boundaries. The goals of managing the urban forest at the University may differ from those of the City. The University may prioritize aesthetics, education, and research, while the City focuses more on public safety, stormwater management, improving air quality, reducing the loss of canopy due to development, and improving human health and well-being.

While the urban forest within the University grounds contributes benefits to all city residents, the environment, and local economies, the City does not have authority to determine how canopy is preserved, expanded, or reduced. Therefore, an analysis was conducted to look at the amount of canopy on University grounds and the section of this Plan that discusses priority planting areas considers excluding these areas within the University.

Tree Canopy Cover within the University of Arkansas

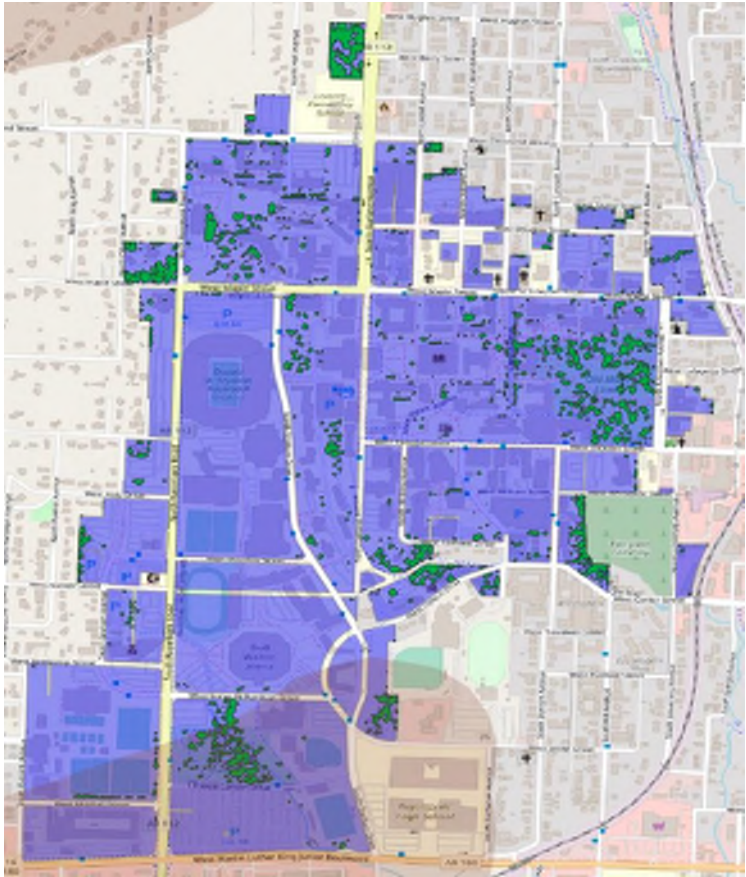


Figure 28. Map displaying tree canopy on University of Arkansas property.

Table 7. Tree canopy on university grounds.

University Acres	Canopy Area (Ac)	Canopy %
377 campus acres	22 acres of canopy on campus	6% canopy on campus
Citywide Acres		35,712
Citywide Canopy Acres		14,081
Citywide Canopy %		39.43%
Citywide Canopy Acres Excluding University		14,059
Citywide Canopy % Excluding University		39.37%

- University of Arkansas property
- Canopy within University of Arkansas property

As shown in the map and table above, an analysis of tree canopy cover within the University of Arkansas property was completed as part of the study. A total of 377 acres of University property were mapped and it was found that within those areas, there are a total of 22 acres of canopy resulting in a 6% canopy for the University of Arkansas.

Hypothetically, if all trees were to be removed on the University property, the citywide tree canopy cover would be reduced from 39.43% to 39.37%. While the loss is not significant, the benefits the canopy provides to students, visitors, and residents warrant continued coordination and communication with institutions and stakeholders in the community. City development regulations, including for tree preservation, do not apply to the University of Arkansas as it is State property.

CURRENT TREE MANAGEMENT IN FAYETTEVILLE

The City of Fayetteville has a wide range of existing policies, regulations, and programs that are used to manage the City's urban forest. City departments engaged in Fayetteville's urban forest planning effort each bring important expertise, perspective, and resources to this commitment—to the tune of nearly \$700,000 (\$6.66 per capita) to manage approximately 42,000 public trees of which an estimated 25,000 trees are in maintained areas of streetscapes, parks, and properties.

Fayetteville is a leading city in urban forestry, having been recognized as a Tree City USA for 28 years, the fifth longest running designation in Arkansas. Fayetteville has also received more Growth Awards than any other city in the state, with 10 awards as of 2023.

Programs for Managing Fayetteville's Trees

Table 8. Summary of the departments and staff involved in urban forest management in Fayetteville.

Department	Division	Count of FTEs*	Title	Certifications
Development Services	Development Review	1.00	Urban Forester	ISA** Certified Arborist
Parks, Natural Resources and Cultural Affairs	Parks Planning & Urban Forestry	1.00	Urban Forester	ISA Certified Arborist, ISA Municipal Specialist, ISA TRAQ***
Public Works	Park Maintenance	6.00	Urban Foresters	3 ISA Certified Arborists

* Full-time employee or full-time equivalent, ** International Society of Arboriculture, *** Tree Risk Assessment Qualification

Summary of Programs and Services

The [Parks, Natural Resources and Cultural Affairs Department](#) was reimagined and restructured in late 2021/early 2022 to give more focus to natural resources, arts, and culture in addition to the quality programming, greenspaces, and facilities it already provides. Prior to restructuring, it was referred to as the Parks and Recreation Department. A new 10-year Parks Strategic Master Plan was completed in late 2022. This plan identifies themes set forth by the community to guide the growth and development of parks and it supports the goals of this Urban Forestry Management Plan.

The City's [Urban Forestry Program](#) within the Parks, Natural Resources and Cultural Affairs Department is overseen by one of the City's Urban Foresters. Crews in this

department are responsible for public park and trail tree maintenance and community engagement. This Urban Forester in this department supports public street tree maintenance crews, the Urban Forester in Development Services, and the City's Urban Forestry Advisory Board.

Development Services' Urban Forester provides services related to development plan reviews and other supporting services. Specifically, the Urban Forester administers, reviews, and monitors regulations within Chapter 167 of Fayetteville's Unified Development Code titled, "Tree Preservation and Protection" and Chapter 177 "Landscape Requirements Code."

Public Works has six Urban Foresters in Public Works Park Maintenance for public street tree and park tree management. The Parks Maintenance Division was integrated into Public Works in 2021 and continues to support Parks, Natural Resources and Cultural Affairs in operations, facility improvements, and tree activities.

Sharing public tree maintenance and management responsibilities across departments can yield many benefits, such as utilizing limited resources efficiently. It is critical that workflows are clear and understood. Fayetteville's urban forest continues to grow and change, public awareness of the City's urban forest and its programs is increasing, and the beneficial impacts of trees to mitigate climate change are understood better than ever. In turn, it is anticipated the service demands will continue to rise, especially as the City implements the Plan's strategies to increase tree canopy cover. As service demand continues to increase so does the need to find methods to increase capacity and efficiency under strained fiscal support.



Figure 29. Fayetteville's urban forestry programs engage with youth in the community by planting a tree at Butterfield Elementary School.

Staffing Levels for Urban Forest Management

Many cities struggle to maintain adequate staffing and resource allocation. Available resources may cover short-term needs while neglecting important initiatives necessary to sustain long-term urban forest management. Determining and maintaining optimal staffing levels is critical to a program's efficiency. Optimal staffing depends on several factors including the number of public trees, how authority and responsibility is defined in the municipal code, internal and external expectations, customer service (i.e., the public), operations, and existing programs. Understaffed programs typically contend with excess overtime, morale issues, absenteeism, employee burnout, and difficulty with relief coverage and training requirements.

The City of Fayetteville's commitments to public health and safety, combating climate change, and addressing inequities translates into a growing demand for both long-term initiatives, and the staff to operate them. The growing urban forest will require increased staffing levels to achieve and maintain urban forest goals. To assess growth and demand, the Urban Forestry Program and Park Maintenance's rights-of-way tree maintenance crews should develop annual work plans and reports (as applicable) based on key performance indicators provided with this Plan.

Some capacity and efficiencies for existing workloads can be improved through clarifications of roles, responsibilities, and workflows among City departments and divisions. Periodically examining program structures, staffing needs, and levels of service may identify ways to improve efficiencies, communications, and workflows within and among departments. Cities often consider consolidating their tree programs into one division or section to achieve these outcomes. Establishing a strong organizational structure with clear operating procedures is foundational in reducing future costs and addressing increased service demands.



Tree-related Plans and Regulations in Fayetteville

Evaluating the alignment of existing policies and plans in Fayetteville with urban forest management elements ensures a strong connection among the programs that manage the urban forest and the projects and initiatives that support them. Proper alignment of urban forestry program recommendations reduces the risk of wasting resources and enables success of key projects that support urban forestry goals. Plans cannot live in isolation, therefore, cross-examining various plans and documents brings to light any projects or initiatives that are a misplacement of resources and time. Tree regulations in the City provide the foundation from which tree canopy cover can be preserved, protected, and expanded while aligning with industry standards and best practices. Regulations for trees on private property are the primary tools for urban foresters to guide private landowners and developers in sustainable practices.

Several documents and resources were reviewed and indexed as part of the information discovery process to develop the Urban Forestry Management Plan. These documents included:

Relevant Plans and Studies



City Plan 2040 (2020 update): The City of Fayetteville adopted its first comprehensive plan in 1970. The plan, and all of its subsequent updates and revisions, seek to establish a framework of goals, policies, and guidelines to direct future physical, economic, and social development.



Energy Action Plan (2018): This plan is structured around one overarching goal: reducing greenhouse gas emissions (GHG) for activities occurring in Fayetteville. While GHG reduction is the guiding goal, a host of co-benefits accompany these actions. The plan outlines ways that the City can increase energy efficiency, transition to cleaner fuel sources, improve public health outcomes, build more resilient local businesses, among other core principles.



Active Transportation Plan (updated February 2023): The plan serves as a guiding document for Fayetteville infrastructure and program development related to active transportation. It outlines a network of sidewalks, trails, and bicycle facilities to provide walkers, cyclists, and other users with clear pathways and connections to important city destinations.



Park and Recreation System Master Plan (2023): This plan was in development during the planning stage of the Urban Forestry Management Plan. In February 2023, the Park and Recreation System Master Plan was completed. It exemplifies the City's values in providing a thriving park system for all ages, abilities, and activities. The strategic plan will guide the future of Parks and Recreation for the next decade. It evaluated the existing conditions of the park network and identified areas for growth, improvement, and preservation.

Climate Action Plan (in progress): The goal of the Climate Action Plan will be to inform future policies, programs and actions undertaken by the City and to assist the City in its efforts to remain resilient to the anticipated changes in the climate to preserve the quality of life for those who live, work and play in Fayetteville.

The relevant plans and studies are summarized above to demonstrate the parallels among urban forestry and other planning efforts in the City. The Urban Forestry Management Plan's long-term framework aims to complement goals and policies within these City plans and studies that pertain to trees in Fayetteville. This evaluation of existing resources serves to reduce conflicting priorities in the City.

Tree Canopy Assessments (2002, 2010, 2013, 2015, 2017, 2019) and Studies (2020):



Figure 30. Example of the tree canopy assessments and planning / visualization tools developed by the City of Fayetteville (maps.fayetteville-ar.gov).

High-resolution GIS assessments of land cover were completed to identify the extent and opportunities for urban tree canopy cover. The City conducted these assessments based on 2002, 2010, 2013, 2015, 2017, and 2019 imagery to analyze canopy cover change. A consultant provided an analysis and report on the City's tree canopy cover change from 2002 to 2010 (in 2012), and in 2020, the City's GIS Department completed the Tree Canopy Cover and Environmental Equity study, report, and supporting web map for the 2013, 2015, 2017, and 2019 time periods to examine the correlations between canopy cover and socioeconomic data.

To develop recommendations for the Urban Forestry Management Plan, the recommendations in the 2012 Urban Tree Canopy Assessment Report (2010 imagery) were evaluated. The following provides a summary of the status of recommendations in that 2010/2012 report (view the [Vision for the Future and Recommendations](#) section for goals that build on the 2012 recommendations)

Table 9. Summary of the status of recommendations from the 2012 Urban Tree Canopy Assessment Report.

2012 Report Recommendation*	Status	Discussion
Conduct periodic UTC assessments.	Completed & Ongoing	Assessments based on 2002, 2010, 2013, 2015, 2017, and 2019 imagery.
Assess Hillside / Hillslope Overlay Districts for canopy change over time.	Not Started	Status is attributable to limited resources such as time and staffing.
Hedonic Pricing models can be used to assess canopy's contribution to property values.	Not Started	Status is attributable to limited resources such as time and staffing.
Track Registry Tree growth of individual registry trees to ensure longevity and protection.	Not Started	Status is attributable to limited resources such as time and staffing.
Consider requiring developers to conduct a post-development tree inventory could be a cost-effective way to initiate Fayetteville's citywide inventory.	Not Started	Would require additional steps and hurdles for developers.
Conduct developer workshops hosted by Fayetteville's urban forestry staff to promote best management practices (BMPs) and specific development strategies (such as ordinance requirements or recommendations like cluster development).	Completed	Performed when ordinance changes were recommended. Cluster Development Ordinance is not accomplishing more tree preservation (green space requirements may be too low).
Develop BMPs such as maintaining higher canopy cover in ecologically sensitive areas (wetlands), parking lots, schools, and commercial properties.	Not Started	Currently, 15-20% canopy is the minimum requirement for these areas compared to 10% for the Downtown Core.
Streamline tree-related policies and identify if codes are working against local goals.	In Progress	The City's Green Stormwater Practice (GSP) is currently working against tree preservation code for sites that are 1,200 to 6,000 square feet of impervious area. It is on the urban forestry program's radar to propose a code change to add tree preservation to that size of developments.
Enforce requirements in the Tree Preservation plan, especially the 90% survival rate for forested areas and tree plantings.	Completed & Ongoing	
Collaborate on planning efforts to reduce costs and provide consistency for public works officials, planners, developers, and stormwater and resource managers.	Not Started	
Develop a regional urban tree canopy assessment report in Arkansas. Utilize the information gained from this assessment and others in the state to compile and compare results.	Not Started	
Assess tree canopy every 8-10 years to monitor trends and assess the effectiveness of public education & outreach campaigns and the tree preservation ordinance.	Completed & Ongoing	Assessments based on 2002, 2010, 2013, 2015, 2017, and 2019 imagery.

Foster academic partnerships. Recommend that the University of Arkansas become a Tree Campus USA and work with local schools to educate and plant/care for trees.	In Progress	Attempts were made in the past without success. Continuing efforts.
Explore all potential partnerships to achieve urban forest goals: public/private including corporate and academic sponsors, council representatives, environmental quality and stormwater associations, volunteers, non-profit organizations, and neighborhood associations.	In Progress	City is aiming to increase efforts, especially with non-profit organizations.
Promote hardy, climate-adapted, and long-lived tree species that are appropriate for Fayetteville's environment to ensure investments in trees achieve maximum benefits.	Completed & Ongoing	
Use results to justify targeted public tree plantings in the public rights-of-way and greater private planting in commercial landscaping.	Not Started	Planting efforts have been ongoing but not targeted or strategic as described in the recommendation.
Ground-truth (i.e., field check) possible planting areas and planting site locations to determine feasibility. Make these data sets available on a GIS webmap as social assessment tools available to residents and businesses.	Not Started	Planting efforts have been ongoing but not targeted or strategic as described in the recommendation.
Create a central repository for monitoring tree planting and tree removals on public and private property, possibly using a web-based application that is open to the public.	Not Started	
Ensure consistency in future UTC assessments by using comparable procedures and data.	Completed & Ongoing	The City utilized a consistent approach for the 2013-2019 assessments although they differ from the 2002 and 2010 study.
Create or update an existing targeted education and outreach campaign using the ecosystem benefits values.	Completed & Ongoing	The City is doing this as resources allow.
Work urban forestry goals and design specifications into other environmental planning initiatives.	Completed & Ongoing	The City is doing this as resources allow.
Assess forest stands at risk from development.	Not Started	Requires land acquisition and/or partnerships.
Promote cost-effective professional development in urban forestry.	Completed & Ongoing	
Provide an environment for natural forest regeneration.	Completed & Ongoing	Naturally occurring in different areas across the City.

* Note: The 2012 Urban Tree Canopy (UTC) Assessment Report utilized 2010 imagery and industry best practices to assess canopy cover and it was found that the City of Fayetteville had 36.0% compared to 39.4% in 2019. The difference may be a result of canopy increase, improvements in technology, or as stated in the accuracy assessment for the 2012 UTC Assessment Report "The Producer's accuracy of 92% can be interpreted as up to 8% of the overall landscape may be tree cover but was classified as another land cover category. Conversely, the User's accuracy of 99% indicates that if a pixel is classified in the classification map as Tree Canopy, there is 99% confidence that the pixel is tree canopy in the reference map. When combined, these two figures indicate that 36.0% likely underestimates the true canopy percent (and that the Green Vegetation category probably contains some actual tree canopy). The accuracy assessment uses concepts defined as Quantity and Allocation disagreement (Pontius, et al., 2011) to estimate true land cover percent values based on statistical results" (see the "COF_Classification_Accuracy_Assessment_Document" PDF provided to the City in 2012 for more details). Therefore, 36% is likely underestimating the amount of tree canopy in 2010 by up to 8% meaning the canopy in 2010 could have been as high as 44%.

As shown in the previous table, Fayetteville has demonstrated a proactive commitment to urban forest management by assessing tree canopy cover over several time periods and implementing the recommendations as resources allow. By monitoring the state of tree canopy cover, the City can better understand the urban ecosystem's health and make informed decisions. Fayetteville has also made strides in public and developer education on the significance of trees within the cityscape. Resources and guidance are provided to ensure responsible tree care and development practices, emphasizing the importance of preserving and enhancing the urban tree canopy. Additionally, the Urban Forestry staff have recognized policies and regulations that need to be updated to align with contemporary urban forestry standards, prioritizing the protection and growth of this vital green infrastructure. Furthermore, Fayetteville has invested in planting resilient tree species, making its urban forest more adaptive to climate challenges. These efforts reflect the City's commitment to enhancing the quality of life for its residents while fostering a greener, more sustainable future.

While Fayetteville's urban forestry efforts have made commendable progress, the 2023 Urban Forestry Management Plan builds on the progress and guides the City toward a long-term vision. The City must continue its commitment to reassessing canopy cover over time and expanding public education efforts to ensure a sustainable and thriving urban tree canopy. By successfully implementing the Plan, Fayetteville can bolster its urban forestry programs and grow a resilient urban forest.



Tree Ordinances in Fayetteville

- **Chapter 167, Tree Preservation and Protection:** This preservation ordinance within Fayetteville Code of Ordinances preserves and protects trees and natural areas in the City based on the type of project and its location. The regulations require a tree preservation plan and canopy cover retention or the planting of trees to meet minimum canopy cover requirements by zoning designation for proposed development projects.
- **Chapter 177 Landscape Regulations:** In 2007 the Urban Forester (then titled Landscape Administrator) collaborated with other City staff to consolidate landscape requirements found throughout multiple sections of the Unified Development Code into this single ordinance (Chapter 177). The intention of consolidating requirements was to help meet the needs of those applying for development review. The ordinance aimed to meet the following goals: a greener, more attractive city with reduced heat, noise and air pollution; and increased property values. The City of Fayetteville requires developers to include landscaping in their building plans to beautify property, provide shade, and screen the perimeters of parking lots, utilities, incompatible uses, and vehicular use areas.

- **Tree Preservation and Landscape Manual (2016):** The original manual was created in 1999, updated in 2006, and was condensed in 2016 in coordination with the Parks and Recreation Division and the Sustainability and Resilience Department. It was then approved by the Urban Forestry Advisory Board. The updated manual's primary purpose is to provide developers, engineers, architects, landscape architects, and contractors with the City's requirements for tree preservation and protection and landscape installation. The manual corresponds with the requirements detailed in the City of Fayetteville Unified Development Code Chapter 167: Tree Preservation and Protection and Chapter 177: Landscape Regulations.

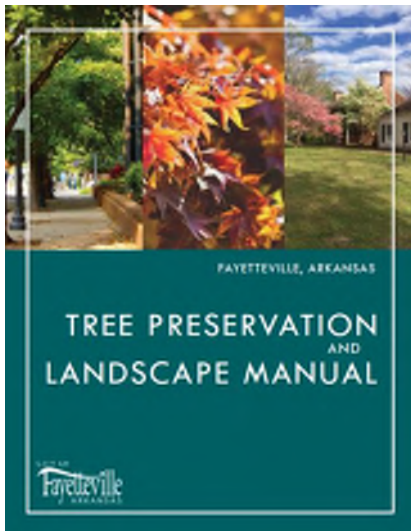


Figure 31. Fayetteville's Tree Preservation and Landscape Manual provides the tree-related regulations and standards for entities involved in private development design and construction.

A cursory review of existing tree-related ordinances in Fayetteville was conducted based on industry tools and resources, comparisons of findings from benchmarking research, input gathered from internal stakeholders, and a cross-examination of regulations compared to industry standards and best practices. This integrated approach aims to balance goals for tree canopy cover, development, and other priorities in the future.

[Appendix C](#) provides a summary of the evaluation of Fayetteville's tree-related ordinances.

Summary of Fayetteville's Key Urban Forestry Programs and Resources

- ❖ The Park Maintenance team in Public Works performs tree maintenance on street trees not adjacent to private property.
- ❖ Park and trail maintenance performed by Park Maintenance in Public Works.
- ❖ Tree preservation and protection for new development is performed by the Urban Forester.
- ❖ Development Services administers Chapter 167 of the Unified Development Code to ensure Fayetteville maintains, enhances, and preserves trees and the City's natural beauty.
- ❖ The City's Urban Forestry Advisory Board advises the City Council and the Mayor on urban forestry issues.
- ❖ Fayetteville Code of Ordinances Chapter 167 Tree Preservation and Protection to preserve and expand the City's urban forest. Chapter 177 regulates landscape for developments.
- ❖ Volunteer opportunities for tree stewardship and education.
- ❖ Tree City USA accreditation and Arbor Day celebrations.
- ❖ Amazing Trees of Fayetteville program and online inventory.
- ❖ Celebration of Trees Event and other events celebrating and educating attendees about Fayetteville's urban forest.
- ❖ The City has an invasive plant ordinance, encourages Ozark native trees, and discourages trees found to have issues.



STAKEHOLDER FEEDBACK ON CURRENT CONDITIONS

Internal and external engagement is critical to the success of an urban forestry management plan. By engaging with Fayetteville's staff, residents, businesses, and other stakeholders, urban forestry staff are given a better understanding of the needs and concerns of the community. Engagement was conducted throughout the development of Fayetteville's Urban Forestry Management Plan. The feedback and input gathered was used to shape a plan that is representative of the needs of all stakeholders in the City. The engagement conducted throughout the development of the Plan also helps to build support for Fayetteville's urban forest and to ensure the Plan is implemented effectively.

Internal Stakeholder Feedback

In August and September 2022, engagement with City staff in various departments to develop the Urban Forestry Management Plan began with an online survey to identify workflows, measures of success, concerns, priorities, and shared goals and outcomes as it relates to trees in the City. A total of 28 of the 59 (47%) invited staff and board / commission members participated in the survey and follow-up interviews as desired.

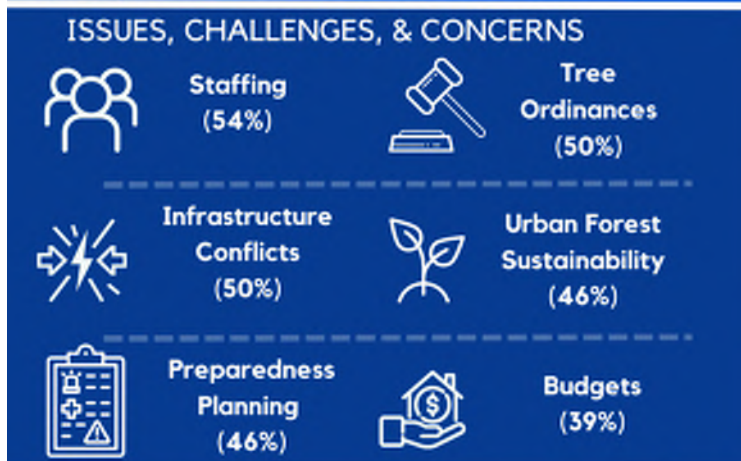
Staff participants represented the departments of Parks, Natural Resources and Cultural Affairs; Public Works; Environmental; and Development Services. In addition, members from the Urban Forestry Advisory Board, Parks and Recreation Advisory Board, Environmental Action Committee, Planning Commission, and Keep Fayetteville Beautiful participated.

The figure on the following page provides a graphic summary of responses. From the survey, most respondents serve as advocates for public trees and park improvements, over 60% support community recreation and engagement, and half are involved with City planning. Over half of the respondents noted the staffing levels as a challenge, along with needed improvements as they relate to ordinances and infrastructure conflicts (50% each). 46% feel there is more to be done in terms of preparedness planning as well as 46% concerned with the sustainability of ecosystems.

The respondents noted their top priorities to address in the Plan as procuring funding for the City to purchase land for tree preservation and canopy expansion, supporting local businesses and others in the community to cooperatively grow and maintain the urban forest, and increase funding to purchase trees to be planted to support canopy goals.

FAYETTEVILLE'S URBAN FOREST MANAGEMENT PLAN INTERNAL STAKEHOLDER SURVEY

Shared online through Google Forms
August - September 2022



PARTICIPANTS

- Parks, Natural Resources and Cultural Affairs Department
- Public Works Department
- Environmental (Sustainability & Resilience) Department
- Development Services Department
- Urban Forestry Advisory Board
- Parks and Recreation Advisory Board
- Environmental Action Committee
- Planning Commission
- Keep Fayetteville Beautiful

PARTICIPANTS' ROLE(S) WITH TREES IN FAYETTEVILLE



DESIRED OUTCOMES OF THE UFMP



MOST IMPORTANT URBAN FORESTRY GOALS



Figure 32. Summary of the feedback received from internal stakeholders.

External Engagement

Project Website

To support the development of the Urban Forestry Management Plan's vision, goals, and recommended actions, the urban forestry consultants met with Urban Forestry staff to develop strategies for community education, outreach, and engagement. The project team utilized the City's "Speak Up Fayetteville" website (speakup.fayetteville-ar.gov) to share information about the project and opportunities for engagement. To raise awareness and encourage engagement in the project, the website included background information and resources, project timelines, draft outcomes, and the platform for launching the public survey.

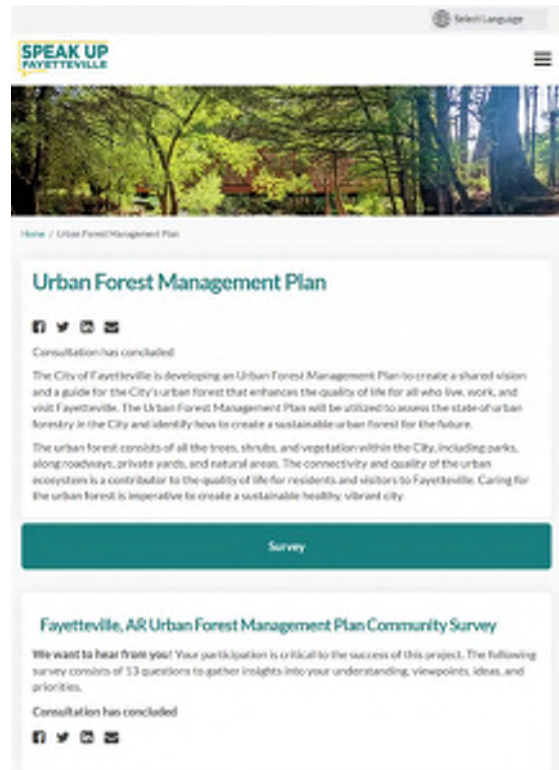


Figure 33. The project website for Fayetteville's Urban Forestry Management Plan.

Media and Messaging

Throughout the development of the Plan, information was shared about the project and the City's urban forest through various mediums including news outlets, City website content, press releases, and social media.



Figure 34. Example of the outreach conducted throughout the planning process.

Community Survey

From December 2022 through mid-January 2023, a 14-question online survey was launched on the City's Speak Up Fayetteville website to learn how trees impact the lives of Fayetteville's community members, to gather feedback on canopy goals and priority planting areas, to identify where the City should prioritize resources and investments, and to recognize the benefits and services provided by trees that the community values most.

A total of 169 responses were received. The following provides an overview of the engagement garnered from the effort followed by a summary infographic.

The majority of respondents own a home in Fayetteville (61%) and are between 25 and 35 years old (28%). Respondents are engaged with their urban forest in that they understand and appreciate trees providing shade and reducing surface temperatures (62%) and would like to see trees planted where there is historically less canopy coverage (50%). The trees planted should be resilient to pests and diseases, changing climates, limited space, and storm events (40%). To improve public tree health, respondents support setting and achieving canopy goals that are based on reducing heat, improving ecosystems, expanding canopy cover in underserved communities, and increasing the benefits trees provide (74%). They would also like to see more trees and preservation incorporated into development projects (66%) and planting trees that can coexist with sidewalks and underground utilities (41%). Future resources and investments that result from the Plan should be focused on strengthening ordinances for private development (70%), purchasing land for conservation (54%), planting trees on public property (51%), and partnering with private property owners to plant trees on private property (41%). To achieve canopy goals, respondents would like to see parks and greenways prioritized (69%), followed by planting trees along streets (68%), on commercial and industrial property (60%), and on school and campus grounds (40%). The kinds of trees respondents would like to see planted include trees and priority areas that are climate-based (56%) and location-based using the right tree right place principle and replanting trees that were removed (25%). Most respondents support watering the street trees adjacent to their property during periods of drought (73%).

The success of this engagement effort is largely attributed to the City's commitment to share the survey and conduct outreach. The survey was announced on the City's website, the Speak Up Fayetteville project webpage, social media posts, press releases, news media, and shared throughout relevant partner networks.

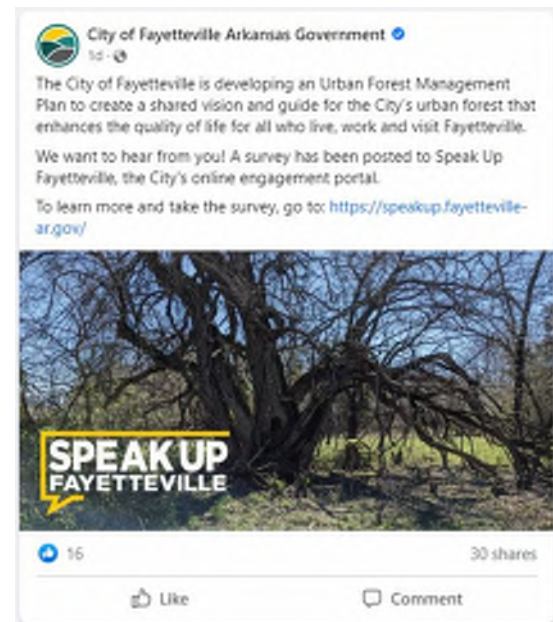


Figure 35. City social media post encouraging the public to participate in the survey.

FAYETTEVILLE'S URBAN FOREST MANAGEMENT PLAN COMMUNITY SURVEY

Shared online through
Speak Up Fayetteville



169 responses

30% of participants from Ward 3
(northeast area)

Survey Timeline:

December 2022 - January 2023

To view more information on the project, head to
www.fayetteville-ar.gov/339/Urban-Forestry

HOW OLD ARE SURVEY RESPONDENTS?

75 and older: 1%
65-74: 8%
55-64: 12%
45-54: 14%
35-44: 24%
25-34: 28%
18-24: 12%
<18: 1%



SUPPORT FOR WATERING PUBLIC STREET TREES ADJACENT TO THEIR PROPERTY DURING PERIODS OF DROUGHT

YES

73%

N/A

13%

UNSURE

11%

NO

4%

FOCUS AREAS FOR FUTURE INVESTMENTS



Strengthening
tree code for
development
70%



City purchasing
land for
conservation
54%



Planting trees
on public
property
51%



Partnering with
property owners
for plantings
41%



Improving
conservation
strategies **31%**



Other
22%

DO YOU SUPPORT PLANTING MORE TREES THROUGHOUT THE CITY TO INCREASE TREE CANOPY COVER AND ASSOCIATED BENEFITS?

YES



98%

NO



2%

WHERE TO PLANT?

69% Public Spaces

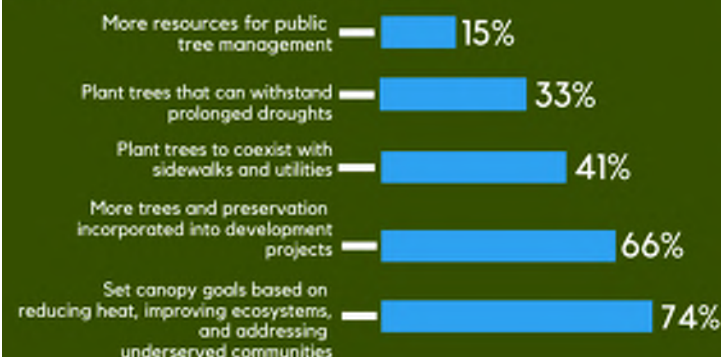
68% Streets

60% Commercial & Industrial

40% Schools

31% Residential Property

WHERE TO PRIORITIZE RESOURCES TO IMPROVE PUBLIC TREE HEALTH?



WHERE TO PRIORITIZE PLANTINGS

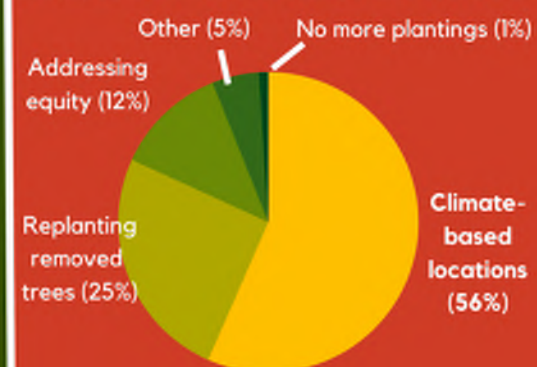


Figure 36. Infographic summary of the public's priorities and viewpoints regarding the urban forest.

Urban Forest Vulnerabilities

This section describes the challenges and vulnerabilities facing Fayetteville's trees that are addressed in the Urban Forestry Management Plan. These include:

- ❖ Development and Land Use Change
- ❖ Climate Change Impacts
- ❖ Resources for Management
- ❖ Inequitable Tree Canopy Cover



As noted in the Introduction, Fayetteville's trees face multiple challenges from various sources. The urban forest is vulnerable to changing conditions due to urbanization, extreme weather, and pests and diseases.



Development and Land Use Change

The Northwest Arkansas Regional Planning Commission (NWARPC) estimates that Fayetteville will grow to a population of 142,496 by the year 2040. This will be an increase of an additional 58,670 people added to the most recent U.S. Census Bureau estimated population of 83,826 in 2017 (City of Fayetteville, AR City Plan 2040).

Planning and anticipating the location, form, and function of land use and growth patterns enables the City and the existing residents to guide where and in what pattern this growth will occur. Relative to neighboring cities, Fayetteville has a large percentage of undeveloped land including swaths of canopy cover and native prairie land.

However, according to the City's Urban Forestry Program, Fayetteville lost 35 acres of tree canopy cover in 2022 due to development. While the City's tree ordinances do require tree preservation, protection, and planting to mitigate canopy loss, it is projected that there will be a net loss of 20 acres of canopy solely for those development projects reported in 2022. Additionally, existing urban areas rezoned for more dense development reduce available space for trees and greenspace.

Fragmentation

Development often results in fragmentation of tree canopy, creating isolated populations that are less likely to cross-pollinate. This can reduce biological and genetic diversity of the ecosystem and change the species composition (Fahrig, 2003). It may also result in the loss of buffering potential, such as vegetative stabilization of stream banks. As sites become fragmented and the amount of ecosystem space is reduced, many plants and animals that rely on connected habitats may disappear from the region (Saunders, et al., 1991).

Altered Soils

Urban trees must often survive in compacted soils that have been altered for the built environment. A good growing medium for trees contains approximately 50% pore space (which allows the root system access to the air and water it needs to survive) and a layer of organic matter. In contrast, construction soils typically have less than 25% pore space and organic matter combined.

Competition for Space

Conflicts with hardscapes and utilities often occur when trees are not provided adequate space for root and canopy growth. In rights-of-way, trees may compete for space with signs and streetlights, underground utilities, and overhead electric and telephone lines. As trees outgrow available space, their roots can raise sidewalks as they search for water, air, and growing space. The resulting sidewalk repairs may require removal of the tree or application of alternative sidewalk solutions. The City has regulations and best management practices (BMPs) for addressing these situations.

The prevention of future conflicts requires streetscape design that considers the mature size of trees being planted as well as available technologies that allow trees to thrive in this environment. Examples of these unique designs are provided in the graphic below:



Figure 37. Examples of the potential streetscape design solutions for preventing or mitigating tree and infrastructure conflicts.

To prevent and address negative impacts from development, the City of Fayetteville coordinates efforts to ensure projects adhere to city requirements such as tree canopy cover, stormwater management, public safety, and accessibility.

Climate Change Impacts

As the effects of climate change take hold, already stressed trees will decline more rapidly, and healthy trees will have to endure multiple stressors to survive and thrive. The extreme heat and drought will reduce water availability, the plant hardiness zone will shift and introduce invasive plant species, stronger storms will occur resulting in more downed trees and limbs due to the canopy declining, and existing and introduced tree pests and diseases will flourish as trees continue to weaken.

If the City does not commit to a long-term proactive approach and disciplined investment to improve the health and reliability of the public trees, Fayetteville will fight a costly, reactive and escalating battle against failing trees—which will have a detrimental impact to public safety, budgets, tree crews, road closures, and utility reliability. The negative environmental, public well-being and scenic impacts will also be significant.

With a quarter of Fayetteville's public street trees in fair or worse condition, and with climate change altering the types of species that thrive, the City's tree canopy is at considerable risk.

Urban Tree Pests and Diseases

Pests and diseases add to the existing stresses faced by trees in an urban environment. Stressed trees are more vulnerable to insects and diseases, although some pests and diseases pose an equal threat to healthy trees. Climate change can create conditions that are favorable for the spread of pests and diseases. Also, prolonged drought stresses trees causing them to be more susceptible to pests and diseases.



Though **emerald ash borer (EAB)** was found in Arkansas in 2002, it is still a concern for the ash (*Fraxinus*) trees across the City. From the sample inventory of public trees in 2022, it is estimated that 2% (600 trees) are ash trees. Currently, the City does not treat any ash trees on public land, but ash trees are no longer planted or recommended.

The insect attacks and kills healthy as well as stressed trees, causing catastrophic loss to all ash species. Its impact on the structural integrity of host trees can cause these trees to become safety hazards.

Figure 38. Emerald ash borer (EAB) insect (top), dieback (left), larvae (bottom left), borer holes (right), and larvae galleries (bottom right). Source: AR Department of Agriculture



Sudden oak death (SOD) is caused by *Phytophthora ramorum*, a fungus-like microorganism. At least 90 species of trees and woody ornamentals are hosts for SOD. Changing climates may cause SOD to become more widespread and harder to control. The disease produces rapid decline in oaks; death may occur within months to years later. Symptoms include bleeding cankers on the lower trunk. Other symptoms include leaf spots with dark margins and stem cankers. Control of SOD is focused on early detection and eradication of infected plants.

Figure 39. Sudden oak death (SOD) wood and bark discoloration (top) and lesions and discoloration of leaves (bottom). Source: AR Department of Agriculture

Dutch elm disease (DED) is caused by a fungus (*Ophiostoma ulmi*) that infects the vascular system of elm (*Ulmus*) trees. The disease propagates on a number of different elm species but the majority of cases in Arkansas have been found on American elm (*Ulmus americana*).



Figure 40. American elm identifying features (left), leaf flagging symptom of Dutch elm disease (middle), and gallery of bark beetles that are the vector for the *Ophiostoma ulmifungus*. Source: University of Arkansas Cooperative Extension Service

Bacterial leaf scorch (BLS) is a systemic disease caused by the bacterium *Xylella fastidiosa* that disrupts the transportation of water through the tree. It is commonly transmitted by insects with piercing mouthparts, impacting sycamore, sweetgum, American elm, and various maple, oak, and other tree species. With higher temperatures and drought predicted, the impact of BLS on Fayetteville's trees is likely to increase.



Figure 41. Bacterial leaf scorch observed on oak (A), redbud(B), elm (C), and maple (D) leaves. Source: University of Arkansas Cooperative Extension Service

There are other pests and diseases to monitor such as the jumping oak gall disease affecting white oak trees, tent caterpillars with a wide range of hosts, oak wilt, red oak borer insect, thousand cankers disease, laurel wilt disease, and the threat of Asian long-horned beetle that prefers maples but also has a wide range of preferred host tree species. Additional information regarding tree pests and diseases can be found at the University of Arkansas Cooperative Extension Service.

Urban Heat

Like many urban areas, Fayetteville is experiencing the detrimental effects of excessive summer heat. Urban heat is a phenomenon that describes the higher air and surface temperatures in urban areas compared to surrounding rural areas. The temperature difference is largely due to the prevalence of buildings, roads, and other elements of the built environment that absorb and retain heat. Increased emissions of greenhouse gases and reduced tree canopy serve to magnify these impacts. Without strategic intervention, urban heat threatens the well-being and health of the community, particularly vulnerable populations lacking the cooling shade of trees.

With urban heat rising, the concern of tree decline is at the forefront of planning in urban areas. To understand Fayetteville's urban forest vulnerability to urban heat, analyses were conducted to measure and project potential impacts on its trees. These impacts include:

- ❖ **Increased stress on trees:** Urban heat adds to stress trees are already facing from factors such as air pollution, drought, and pests, making it more difficult for trees to survive and thrive.
- ❖ **Reduced tree growth:** Urban heat can slow down tree growth, which can lead to a decline in the overall health of the urban forest.
- ❖ **Increased tree mortality:** Urban heat increases the risk of tree loss, which can lead to gaps in the urban forest.
- ❖ **Reduced air quality:** Urban heat tends to hold pollutants in the atmosphere, worsening air quality. This places an additional burden on trees' air purifying capabilities while also having a negative impact on human health and the environment.
- ❖ **Changes in plant communities:** Urban heat can lead to changes in the composition of plant communities, as some species are more tolerant of heat than others. This can lead to a loss of biodiversity in the urban forest.

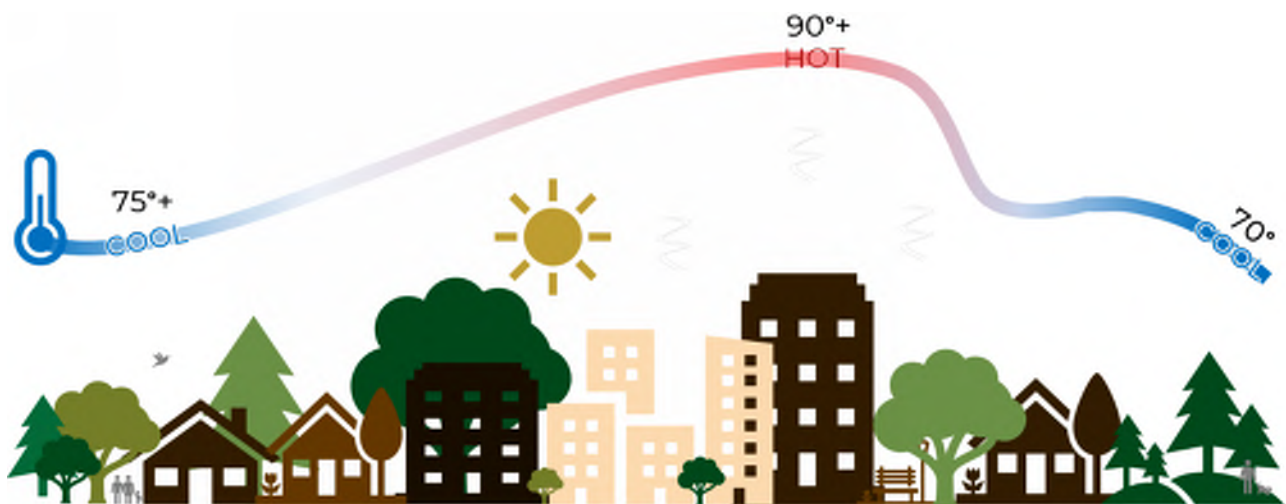


Figure 42. Illustration of the temperature difference in urban areas due to the urban heat island effect.

Changes in Plant Communities

Climate change will have a dramatic impact on the tree species that can survive and thrive in Fayetteville. To inform the Plan's recommendations, the USDA Forest Service Climate Change Tree Atlas was utilized to model habitat changes for tree species growing in the southeast region of the United States, which includes Arkansas.

However, some native species are not currently modeled in the Tree Atlas and no cultivars or exotics are included (Iverson, et al., 2019).

The tables below list tree species that may be found growing in Fayetteville and their predicted vulnerability to habitat loss due to changing conditions. It also includes the proportion of those tree species that are currently in Fayetteville's public tree population based on the 2022 sample inventory. The percentages are then extrapolated to represent a public tree population of 25,000 trees (estimated).

Species Habitat Predicted to INCREASE		
Predicted Habitat Change	Tree Species Common Name	Percent of Fayetteville's Street Trees
Species Habitat Predicted to INCREASE Note: this list is not all inclusive or a recommendation, it is an ever-evolving list. The City will decide on the types of species to be approved.	Princeton Elm	7%
	Post oak	6%
	Willow oak	6%
	Blackgum	4%
	New Harmony Elm	3%
	Red maple	3%
	American elm	3%
	Eastern redbud	3%
	Green ash	2%
	Eastern red cedar	1%
	Winged elm	1%
	Water oak	1%
	Eastern hophornbeam	1%
	Honeylocust	1%
	Flowering dogwood	1%
	Tulip tree	1%
	Osage orange	1%
	Shortleaf pine	1%
	Black cherry	1%
	Loblolly pine	0.5%
	American sycamore	0.4%
	Pecan	0.3%
	Overcup oak	0.3%
	Sweetgum	0.3%
	American holly	0.2%
	American hornbeam	0.2%
	Mockernut hickory	0.2%
	Southern red oak	0.2%
	Persimmon	0.2%
	Southern magnolia	0.1%
	Blackjack oak	0.1%
	River birch	0.1%
	White ash	0.1%
	Sassafras	0.04%
Total		51% or 12,703 Trees

Table 10. USDA Forest Service Climate Change Atlas for tree species habitat in Arkansas predicted to increase (low emission scenario).

Species Habitat Predicted to NOT Change		
Predicted Habitat Change	Tree Species Common Name	Percent of Fayetteville's Street Trees
Species Habitat Predicted to NOT Change Note: this list is not all inclusive or a recommendation, it is an ever-evolving list. The City will decide on the types of species to be approved.	Baldcypress	3%
	Hackberry	3%
	White oak	2%
	Black walnut	1%
	Nuttall oak	1%
	Mulberry	1%
	Scarlet oak	0.4%
	Boxelder	0.3%
	Shumard oak	0.3%
	Swamp chestnut oak	0.1%
	American beech	0.1%
	Chinkapin oak	0.1%
	Pignut hickory	0.1%
	Bitternut hickory	0.04%
	Black Hickory	0.04%
Total		12% or 2,913 Trees

Table 11. USDA Forest Service Climate Change Atlas for tree species habitat in Arkansas' predicted to not change (low emission scenario).

Species Habitat Predicted to DECREASE		
Predicted Habitat Change	Tree Species Common Name	Percent of Fayetteville's Street Trees
Species Habitat Predicted to DECREASE Note: this list is not all inclusive or a recommendation, it is an ever-evolving list. The City will decide on the types of species to be approved.	Pin oak	5%
	Northern red oak	3%
	Sugar maple	3%
	Serviceberry	2%
	Bur oak	1%
	Silver maple	0.4%
	Shagbark hickory	0.4%
	American basswood	0.3%
	Black oak	0.2%
	Ohio buckeye	0.1%
	Black locust	0.1%
Total		16% or 3,899 Trees

Table 12. USDA Forest Service Climate Change Atlas for tree species habitat in Arkansas predicted to decrease (low emission scenario).

Important Note: The USDA Forest Service Tree Atlas models predict habitat change for 134 native tree species in the eastern United States. The research is then modeled for tree species in the southeast U.S. including Arkansas. Some native species are not currently modeled in the Tree Atlas and no cultivars or exotics are included. With limited data currently available on the resilience and vulnerability of native Arkansas tree species, this table provides a glimpse of how the species' composition of Fayetteville's urban forest may change. Web source: www.fs.usda.gov/nrs/atlas/tree/

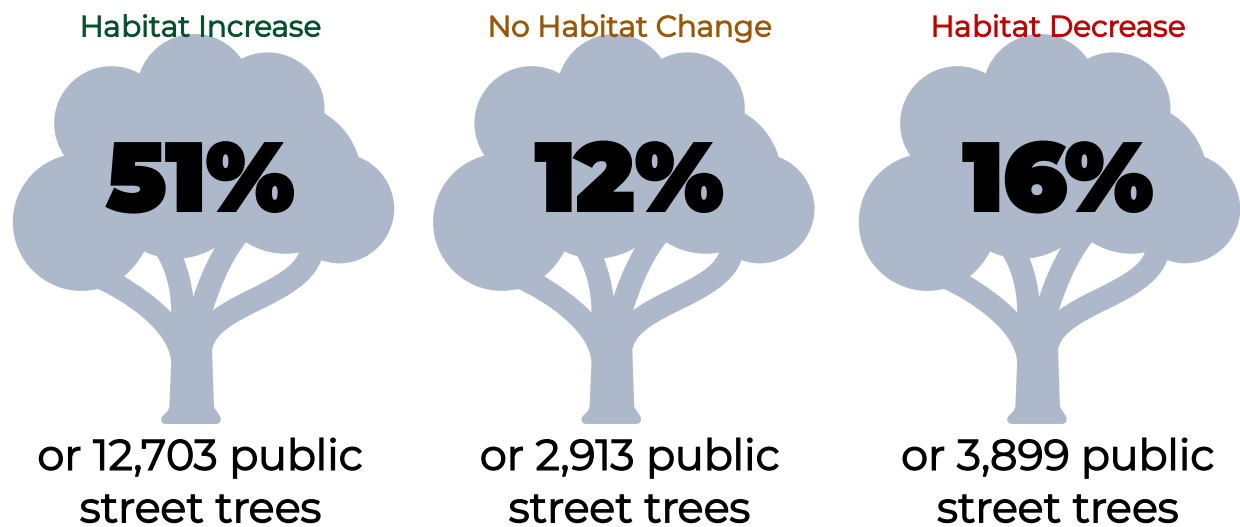


Figure 43. Summary of the climate change vulnerability of Fayetteville's public street trees. Source: USDA Climate Change Atlas

According to the Climate Change Atlas and based on the 2022 sample inventory of Fayetteville's public street trees, 51% or an estimated 12,703 trees are expected to have their growing conditions and habitat improve and increase due to climate change. 12% or 2,913 public trees in Fayetteville are predicted to not be impacted by changing climates and 16% or 3,899 trees are predicted to be negatively impacted by climate change and experience habitat loss.

SUMMARY OF URBAN FOREST VULNERABILITIES

In summary, the key issues or challenges facing Fayetteville's urban forest that are addressed with the Urban Forestry Management Plan include:

- ❖ Managing the urban forest for sustainability and resiliency
- ❖ Addressing street tree maintenance needs
- ❖ Tree risk management
- ❖ The need for updated tree-related regulations
- ❖ Development pressure and construction / infrastructure conflicts
- ❖ Limited resources to address climate change impacts
- ❖ Strategic tree planting programs and initiatives
- ❖ Equitably expanding tree canopy cover, associated benefits, and levels of service
- ❖ Revitalizing and strengthening community tree stewardship



INDICATORS OF A SUSTAINABLE URBAN FOREST

Methodology

To assess the current state of Fayetteville's urban forest, the programs that manage it, and the community that shapes and benefits from it, a comprehensive evaluation was conducted using the framework of the U.S. Forest Service's Urban Forest Sustainability and Management Audit (Abbot, et al., 2015).

The framework was adapted from the Model of Urban Forest Sustainability (Clark, et al., 1997) and subsequent iterations. The primary objectives of the evaluation of Fayetteville's urban forest are defined by the authors and adapted by the Fayetteville Urban Forestry Management Plan consulting team:

- ❖ Engage the full spectrum of the organizations' management team.
- ❖ Provide program direction for ongoing professional training.
- ❖ Conduct a gap analysis of management practices and the health of urban forests.
- ❖ Provide strategic direction to improve the health of the urban forest.
- ❖ Optimize management for environmental justice and equitable distribution of resources.

A sustainable system can be defined as one that survives or persists. In the context of urban forests, the objective can be stated as attempting to achieve the maximum long-term benefits over the greatest amount of time. Clark's framework provides specific criteria to evaluate sustainability along with measurable indicators. Social and economic factors as well as natural science are considered, as sustainability is often viewed as the "overlap between what is ecologically possible and what is societally desired by the current generation". Recognizing that both conditions will change over time, sustainability is addressed as a process rather than a goal (Clark, et al., 1997).

Clark's framework categorizes urban forest sustainability indicators in terms of the trees (or resource), the management, and the people who benefit from the urban forest. Within each category, a series of urban forestry industry standards and best management practices were used to evaluate Fayetteville's current performance level. Indicators were rated as low, medium, or high based on available data and information provided by stakeholders. Assessment results were used to identify areas where Fayetteville's urban forest can be improved and to develop recommendations.

The complete Urban Forest Audit for Fayetteville conducted in 2023 is available in [Appendix B](#). The following provides a summary of the evaluation:

Results

Based on the analysis of findings from the needs assessment, **Fayetteville scored a 73% in terms of urban forest sustainability and management** as defined by the U.S. Forest Service, partners, and planning consultants. Based on similar audits completed by the urban forestry consultants, of the 16 audits, the average score is 64%. The City of Fayetteville scored relatively high when compared to other urban forestry audits completed by the consultants for other communities of similar size. Overall, the City scored highest in Professional Capacity and Training, Community, Green Asset Management, and Risk Management—all of which are at or above 75%. The Urban Forestry Management Plan provides guidance to maintain these strengths and to address shortcomings as opportunities.



Figure 44. Summary of the 2023 Urban Forest Audit completed for Fayetteville's Plan.

Urban Forest Audit Summary Discussion

The main purpose of the urban forest audit is to apply the research and findings gathered throughout the planning effort to inform the Plan's goals, strategic actions, and targets. This audit or "gap analysis" enables the City's Urban Forestry Program to control different aspects of its program with data. This gap analysis identified the shortcomings that the program should overcome and by quantifying them, the program can make improvements. It also enables effective monitoring of Plan goals in that the audit categories and elements can be revisited at key intervals in the implementation process to measure progress and adapt strategies accordingly. For the comprehensive evaluation of all subcategories within the Urban Forest Audit, see [Appendix B](#).

The information provided in the table above describes the current conditions of Fayetteville's urban forest, the programs that manage it, and the community framework. As recommended in the Plan's monitoring methods, the City should use this framework to evaluate implementation progress, report successes, and inform changes to Plan actions. Many of the urban forest audit elements were given a rating of "In Development" as they previously did not exist but are addressed in this Urban Forestry Management Plan. This means that the City is already well underway in advancing its program and its Urban Forest Audit score.

Interpreting the Urban Forest Audit Scores

The Urban Forest Audit System should serve as a baseline assessment from which progress can be measured and strategies can be adjusted using an adaptive management approach. Overall, Fayetteville scored a 73 out of 100 based on the consultants' evaluation. The scores resulting from the evaluation are informative but should not be considered a definitive assessment or a reason for excessive action due to a currently low score or inaction due to a high score. The following provides an interpretation of the scores for the City to consider when implementing the Plan's corresponding actions.

See [Appendix B](#) for details regarding scores for each Audit category and the criteria or indicators to improve scores for each category.

Table 13. Interpretation of the 2023 Urban Forest Audit scores.

Category	Findings
Management Policy and Ordinances Rating of 71%	The City scored relatively average in this category due to the existing tree ordinances, development standards, and the Tree Preservation and Landscape Manual. The Tree-related Plans and Regulations section of this Plan summarizes existing tree ordinances and Appendix C provides a summary of an evaluation of these ordinances based on industry standards and best practices. The City's Comprehensive Plan includes urban forestry and tree canopy as a vital component in addressing climate change. As part of the Plan, a canopy analysis was completed, and canopy goals were drafted to support a "no net loss" approach with canopy expansion.
Professional Capacity and Training Rating of 89%	Staff have industry certifications, qualifications, and training. The Urban Forestry Program has staff for park and trail tree maintenance and to administer tree preservation and protection for new development. In addition, the program works with other departments, partners, and contractors to plant trees.
Funding and Accounting Rating of 67%	The City's adopted budgets have specific line items for the Urban Forestry Program and staff. The City's Tree Escrow account is the primary funding source for urban forestry activities. The figures reported for Arbor Day Foundation Tree City USA accreditation incorporate budgets from other departments but do not include the urban forestry budgets for Public Works' programs responsible for planting trees. The Urban Forestry Program in Parks, Natural Resources and Cultural Affairs is solely funded through the Tree Escrow which is required by developers as a last option for mitigation and must be spent within the associated park quadrant.
Decision and Management Authority Rating of 63%	An Urban Forestry Advisory Board exists to advise on urban forestry matters. Currently, urban forest management is distributed across three groups in three different departments. The delineation of responsibilities is unclear and there is no single department or staff person designated as a point of contact for urban forestry. It is likely that communications and workflows could be improved with an adjusted program structure. Unique to other cities, Fayetteville's Urban Forester in Development Services has direct authority and oversight on tree preservation and protection for new development.
Tree-related Inventories Rating of 65%	Fayetteville completed a sample inventory of public trees and planting spaces along with a private tree sample inventory. In addition, the City conducted GIS analyses of urban tree canopy cover over four time periods and examined the correlation of tree canopy to sociodemographic data. Also, the Urban Forester actively tracks canopy gains and losses occurring on development projects— one of the most robust tracking systems the urban forestry consultants have seen. Within the City, the University of Arkansas has an inventory of its trees through its Arboretum Mapping Project.

Category	Findings (continued)
Tree-related Plans Rating of 54%	Tracking and reporting of urban forest management activities, this Plan, and urban forestry referenced in the Comprehensive Plan and canopy goals in the Energy Action Plan resulted in higher than average scores for certain elements within this category. The City completed a Tree Canopy Cover and Environmental Equity Story Map and supporting reports.
Risk Management Rating of 78%	The Urban Forester in Parks, Natural Resources and Cultural Affairs is trained in tree risk assessments and the City has an adopted standard of care. The City completed a sample public tree inventory in 2022 to inform management strategies. The City also has an Emergency Operations Plan, actively manages invasive plant species and pests and diseases, and has lists and resources for recommended and prohibited trees.
Disaster Planning Rating of 64%	The City's maintenance staff and contractors address downed trees and limbs and collaborate when extensive response is needed.
Standards, and Best Practices Rating of 73%	Fayetteville has an average rating for this category though its strengths include tree ordinances, the Tree Preservation and Landscape Manual, Comprehensive Plan, Standard Details such as the Tree Preservation detail, clear guidance on the City's website relating to regulations and best practices, tree species lists, and tree protection requirements for construction and development.
Community Rating of 89%	Fayetteville has been a Tree City USA city consecutively since 1995, demonstrating the value placed on urban forests. This Plan included a public survey and has engaged and informed the public through an interactive project website— Speak Up Fayetteville. The City conducts Arbor Day events, has an Urban Forestry Advisory Board, engages the public through social media, website, and other platforms, addresses service requests, conducts the annual Celebration of Trees event, has an online resource for Amazing Trees in Fayetteville, provides education resources and trainings, and works closely with other community partners.
Green Asset Management Rating of 80%	The sample public tree inventory determined there are 54 unique tree genera and 111 unique tree species resulting in no tree species exceeding the recommended diversity thresholds. The size classes of public trees are in line with an ideal distribution and the majority (75%) of public trees are in good condition. Also, only 6%of trees are recommended for removal and the primary maintenance need is clearance pruning (8%). Most importantly, the City's Park Maintenance's right-of-way crews proactively prune approximately 4,000 public trees per year resulting in an estimated 5.7-year rotation and the Urban Forestry Program conducts public park and trail tree maintenance.



A high-angle photograph of a vast, dense forest covering a hillside. The trees are in various stages of autumn, with many showing bright yellow and orange foliage, while others remain green. The forest extends to the top of the hill, where it meets a clear blue sky with a few wispy clouds. The overall scene is a lush, natural landscape.

Section 3: Vision for the Future and Recommendations

Vision for the Future and Recommendations

INTRODUCTION

This section provides guidance and recommendations for the City of Fayetteville to continue to provide high levels of service now and into the future over the next 10 years. The Urban Forestry Management Plan's recommendations include those that may only take a few months and others that will require a coordinated effort that may need to continue on beyond the 10-year timeframe.

PLAN VISION STATEMENT

"Healthy Trees, Healthy City: Our vision for Fayetteville's urban forest is to cultivate a thriving, diverse, and well-maintained tree canopy that enhances the livability, health, and sustainability of our community for current and future generations."

GUIDING PRINCIPLES, GOALS, STRATEGIES, AND ACTIONS

A series of guiding principles supported by goals, strategies, and actions are provided to serve as a 10-year roadmap toward the urban forest vision.



Vision

What does the urban forest and its programs look like 10 years from now?

The vision guides direction on where Fayetteville is headed and helps guide recommendations for the future.

Guiding Principles

What are we aspiring to achieve? These are the aspirations for the City over the next 10 years. They are key themes for organizing the Plan and include a citywide canopy cover goal.

Goals

How do we achieve our principles and vision?

The goals are specific opportunities for the City to move toward the 10-year vision.

Strategies

What is the approach to take? Strategies provide the general direction or method to take to achieve the goals.

Priority Actions

What is the next step? This is the prioritized list of steps to take.



GUIDING PRINCIPLES AND GOALS OVERVIEW

Fayetteville's Urban Forestry Management Plan was designed to guide the City in managing, protecting, and growing its urban forest. The goals, strategies, and priority actions were developed based on research and analysis of available data, extensive internal and external engagement, and an evaluation of urban forest sustainability criteria. The resulting goals and recommendations address the current conditions, existing and potential challenges, and shared priorities described in Section 2 of the Urban Forestry Management Plan. The Plan's long-term framework supports the shared vision for Fayetteville's urban forest.

To achieve the vision for the urban forest, a citywide canopy cover goal was established as the cornerstone metric for tracking progress in implementing the Urban Forestry Management Plan. The canopy goal embodies the City's commitment to sustainability and community well-being. This metric can be used by the City for tracking and monitoring the urban forest and it resonates with residents, creating a tangible and shared vision of a lush and vibrant urban environment. Moreover, the canopy cover goal aligns with other goals and priorities in the City such as environmental stewardship, climate change resilience, public health, air quality enhancement, and temperature moderation. By using canopy cover as an overarching measure, Fayetteville ensures a comprehensive approach that not only improves the urban ecosystem but also fosters a sense of pride, unity, and responsibility among its residents.



10-YEAR CANOPY COVER GOAL

Fayetteville's Tree Canopy Cover Goal

The 2023 Urban Forestry Management Plan is a roadmap for urban forestry over the next 10 years. Therefore, this section focuses on the actions necessary from 2023 to 2033 that will contribute to a 30-year canopy goal of 44.4%— a 10% increase from the 2019 imagery used in the canopy study (see pages 29-40 “[2019 UTC Findings](#)” for the details on how the canopy goal was determined). **In the first 10 years an average of 1,850 trees need to be planted per year, amounting to 18,500 trees planted by the end of 2033.** It is recommended that the City lead 50% of these plantings and 20% could be seedlings in the first few years. The City already gives away approximately 1,500 trees to citizens yearly, therefore the goal is ambitious but achievable although the trees must survive.

The following provides a summary of Fayetteville's canopy goal over the next 10 years. The City may adopt these goals, approve action steps and targets, and implement a tree planting initiative that is supported by City staff, community partners, and Fayetteville residents. Progress should be measured, tracked, and shared to guide urban forest management and maintain community interest and support.

To arrive at the canopy goal and number of trees per year, considerations, assumptions, and calculations are provided in [Appendix A](#) of the Urban Forestry Management Plan. The Plan should be updated every 10 years and similarly, the canopy goals and planting targets should be evaluated and updated as needed.

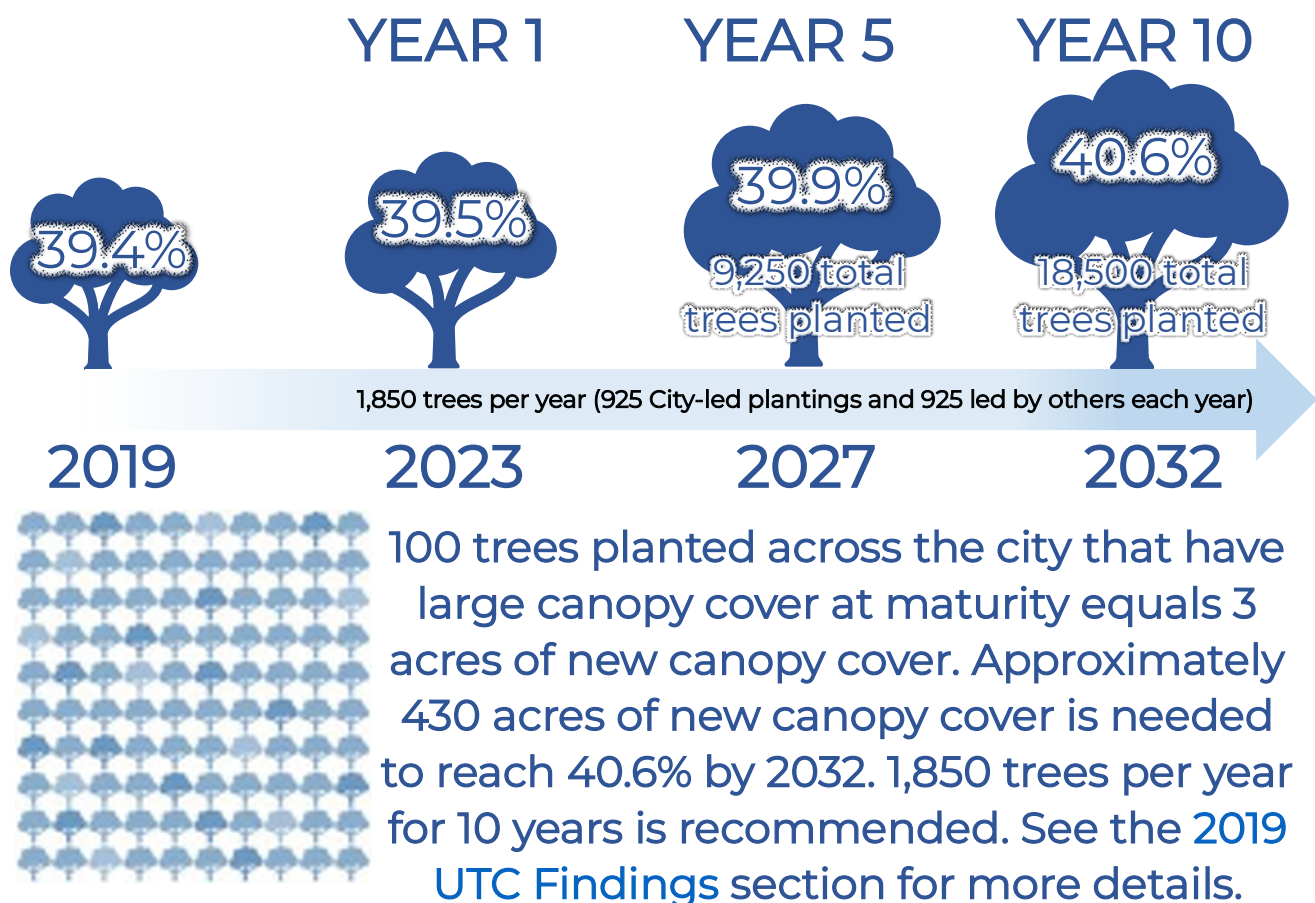
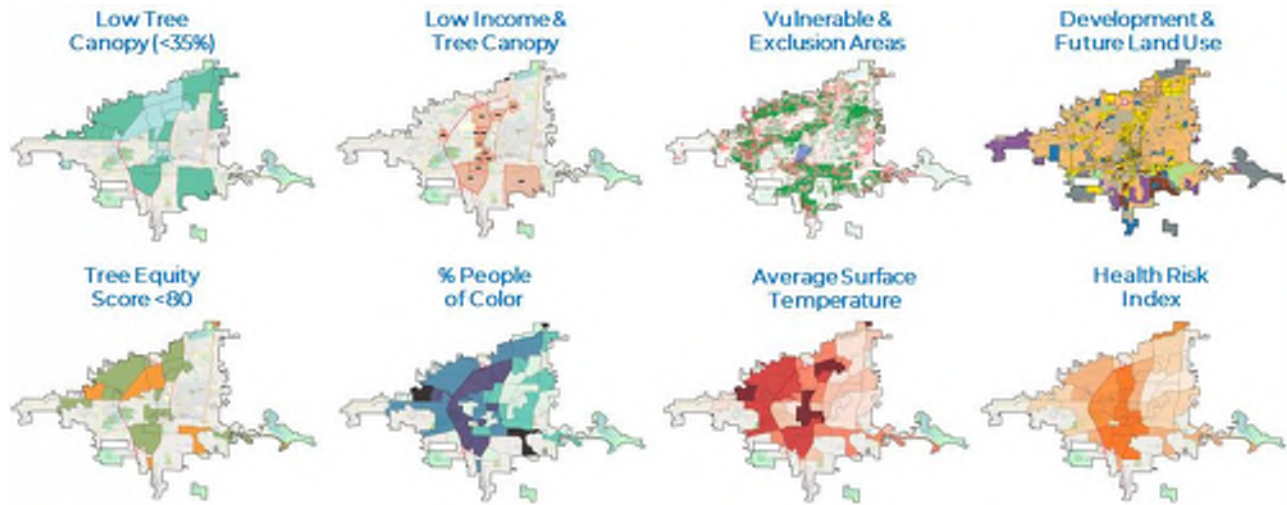


Figure 45. Fayetteville's draft 10-year canopy goal milestones and targets.

Priority Planting Areas



View [Appendix A](#) for larger maps of the priority planting areas.

Figure 46. Scenarios for priority planting areas to achieve canopy goals and the Plan's outcomes.

By identifying priority planting areas to achieve the canopy goal, tree planting and maintenance can be strategically targeted where trees will have the most beneficial impact. The figure above provides an illustration of the priority areas for consideration and [Appendix A](#) provides the criteria going into the priorities along with larger maps.



STAKEHOLDER- DRIVEN GUIDING PRINCIPLES AND GOALS

During the analysis of data, collection of information, and gathering of internal and external stakeholder input, a series of overarching guiding principles emerged that helped to set the Plan's direction and solidify its foundation. The following five principles summarize the community's priorities and are reinforced by the feedback received from internal stakeholder engagement sessions. These priorities along with the Urban Forest Audit and the Indicators of Sustainable Urban Forestry (detailed in [Section 2](#)) established the foundation of the Plan.



A) Equitable and Resilient Canopy Cover

We value and appreciate the benefits and services provided by the trees in our community. These benefits and services should be maximized and equitably distributed across the City by growing an urban forest that is sustainable and resilient to current and future challenges.

A) Equitable and Resilient Canopy Cover Goals

- Goal A1: Increase tree canopy cover citywide beginning in priority areas and purchased land.
- Goal A2: Implement a cooperative tree planting program with businesses, institutions, organizations, neighborhoods, and property owners.
- Goal A3: Plant trees that are resilient to current and future challenges such as climate change and tree pests.



B) Maintenance and Management

We care for our trees and the citywide urban forest to ensure the benefits are available for current and future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity.

B) Maintenance and Management Goals

- Goal B1: Prioritize public tree maintenance and tree risk management.
- Goal B2: Reduce conflicts between trees and other infrastructure such as sidewalks and utilities.
- Goal B3: Manage harmful tree pests and diseases that are present or expected to impact the urban forest.
- Goal B4: Conduct ongoing industry and professional training for City staff interacting with trees in Fayetteville.



C) Tree Preservation and Protection

Our existing tree canopy cover and the investments made in planting and caring for the urban forest are preserved through sound but fair policies and regulations that align with shared priorities in the city and best practices.

C) Tree Preservation and Protection Goals

- Goal C1: Establish or update policies and practices to reduce the urban forest's vulnerability to tree pests, diseases, and climate change impacts.
- Goal C2: Update or amend tree-related ordinances to support the citywide canopy cover goal and other goals in the Plan.
- Goal C3: Monitor and enforce tree-related ordinances.



D) Funding and Levels of Service

The programs and staffing involved with the trees in our community have the resources necessary to meet current and future demands and challenges.

D) Funding and Levels of Service Goals

- Goal D1: Procure funding for the City to purchase land for tree preservation and planting and to achieve other City goals.
- Goal D2: Increase funding to purchase trees to be planted and supporting infrastructure in support of the canopy cover goal.
- Goal D3: Evaluate the staffing levels, structure, and resources for tree-related programs and adjust as needed to meet the goals of the Plan and growing demands of the urban forest.



E) Community Education, Engagement, and Stewardship

A sustainable urban forest requires a shared commitment from the City and the community. We will foster tree stewardship in our community through equitable and impactful community education and engagement.

E) Community Education and Engagement Goals

- Goal E1: Continue to achieve Tree City USA status and other industry recognitions.
- Goal E2: Create and implement an engagement strategy for all demographics and stakeholders in the community.
- Goal E3: Provide inclusive program offerings such as events, education, and training to meet the needs of all.



A) Equitable and Resilient Canopy Cover

We value and appreciate the benefits and services provided by the trees in our community. These benefits and services should be maximized and equitably distributed across the City by growing an urban forest that is sustainable and resilient to current and future challenges.

STAKEHOLDER INPUT AND SUPPORT

Experts and stakeholders stressed the importance of setting and achieving local and citywide canopy goals to support the long-term health and sustainability of the urban forest. For example, planted trees must be resilient to drought and extreme weather events while supporting biodiversity in the urban ecosystem. A diverse mix of tree species is necessary to ensure the ability of the urban forest to survive pest and disease outbreaks. Success is predicated on planting trees matched to the site in terms of soils, water availability, space, and desired function. Post-planting care is required for trees to become established and thrive in the urban environment.

Goal A1: Increase tree canopy cover citywide beginning in priority areas and purchased land.

GOAL A1 STRATEGIES

- a) Procure funding to purchase land for the City to preserve and plant trees.
- b) Review and refine the priority planting areas provided by the Plan.
- c) Continue to offer free trees to citizens.
- d) Plant 1,850 trees per year for 10 years and reassess citywide canopy cover.
- e) Coordinate with other City plans and programs.

GOAL A1 PRIORITY ACTIONS

- Review, refine, and finalize the canopy cover goals and planting priorities. Consider the status of recommendations outlined in the 2012 Urban Tree Canopy Assessment Report (see Table 9 in the Urban Forestry Management Plan).
- Develop a neighborhood-level and citywide planting plan to achieve the canopy goals. Align efforts with the Climate Action Plan, Energy Action Plan, the 2023 Park and Recreation System Master Plan, and other initiatives.
- Fully integrate tree plantings into City projects. Use the recommendation to inform the annual tree planting plan for parks as recommended in Goal E3 of the 2023 Park and Recreation System Master Plan.
- Continue to offer tree care information especially in the priority neighborhoods.
- Monitor progress toward achieving the canopy goals and planting targets.
- Use high-resolution imagery to assess and monitor canopy cover every two years. At minimum, reassess canopy cover citywide and by planning boundaries by 2029 for a 10-year canopy change assessment.

Goal A2: Implement a cooperative tree planting program with businesses, institutions, organizations, neighborhoods, and property owners.

GOAL A2 STRATEGIES

- a) Identify existing and potential stakeholders.
- b) Collaborate and share resources to identify program funding opportunities.
- c) Track progress and recognize successes.
- d) Conduct pilot programs to determine efficient ways to assist private land owners with tree plantings.

GOAL A2 PRIORITY ACTIONS

- Draft a list of existing and potential stakeholders with input from multiple departments.
- Organize workshops or seminars that focus on the importance of the program.
- Create a task force or utilize the Urban Forestry Advisory Board to collaborate on program design, priority planting locations, funding, tree selection, and ongoing maintenance.
- Utilize data management software to track the plantings and recognize partnerships and program success possibly during Arbor Day celebrations.

Goal A3: Plant trees that are resilient to current and future challenges such as climate change and tree pests.

GOAL A3 STRATEGIES

- a) Use data and research to make decisions on approved tree species for planting.
- b) Select the right tree for the right site.
- c) Provide ongoing tree care and monitor the condition of tree plantings.

GOAL A3 PRIORITY ACTIONS

- Utilize the Climate Tree Atlas study in the Plan to adjust approve tree species lists.
- Evaluate the composition of the urban forest to inform changes to tree species selection for planting to maintain diversity.
- Provide watering and irrigation for public tree plantings.
- Evaluate measures to improve the enforcement of regulations for post-planting maintenance within Chapters 167 and 177 of Fayetteville's Code of Ordinances.

B) Maintenance and Management

We care for our trees and the citywide urban forest to ensure the benefits are available for current and future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity.

STAKEHOLDER INPUT AND SUPPORT

The community would like to see more shade trees along streets and sidewalks, recognizing that this will require additional resources. Participants in the engagement to develop the Plan stated that they would like the City to maintain street trees in a routine, proactive manner. City staff are in support of cooperative planting programs with businesses, institutions, organizations, and individuals where trees can be planted in yards to shade sidewalks. The staff engaged in the planning effort also support improving policies and practices for better public tree maintenance addressing concerns such as tree pests, diseases, and climate change impacts.

Goal B1: Prioritize public tree maintenance and tree risk management.

GOAL B1 STRATEGIES

- a) Assess the public tree population for maintenance needs and potential risks.
- b) Develop a public tree maintenance plan.
- c) Develop a plan for maintaining trees that are planted toward the canopy goal.
- d) Stay current with industry research, tools, technology, standards, and best practices.
- e) Focus on planting strategies and designs that produce long-lived trees.

GOAL B1 PRIORITY ACTIONS

- Periodically conduct sample inventories or windshield surveys of public trees to identify changes to maintenance and risk management priorities.
- Create annual work plans and seek funds to implement those plans using the actions within Goal D3.
- Track maintenance records for public trees. Continue to add assets and management data to databases that track total asset management for more efficient maintenance planning.
- Acquire and maintain industry certifications and trainings for Urban Foresters.
- Continue to manage invasive plant species on public properties and within public rights-of-way. Support controlled burns to manage invasives and wildlife on public properties.
- Strengthen or establish public tree risk assessment and mitigation protocols.
- Develop a framework and approach to utilize more biomass resulting from public tree maintenance, removals, and post-storm cleanup. Expand efforts beyond mulching by including logs for wood products for local craftsmen.

Goal B2: Reduce conflicts between trees and other infrastructure such as sidewalks and utilities.

GOAL B2 STRATEGIES

- a) Assess public trees for current and potential infrastructure conflicts.
- b) Identify existing and potential alternative solutions to infrastructure conflicts.
- c) Coordinate with internal and external stakeholders.
- d) Ensure trees are planted with the proper soil volume.

GOAL B2 PRIORITY ACTIONS

- Establish or improve protocols and checklists for evaluating current and potential infrastructure conflicts which includes potential alternative solutions to the conflict.
- Establish regular meetings and protocols with internal and external stakeholders for improved coordination during infrastructure and utility planning, design, construction, and maintenance phases.

Goal B3: Manage harmful tree pests and diseases that are present or expected to impact the urban forest.

GOAL B3 STRATEGIES

- a) Identify the primary tree pests and diseases of concern.
- b) Provide information for identifying tree pests and diseases.
- c) Monitor public trees and the urban forest for tree pests and diseases of concern.
- d) Create a preliminary emerald ash borer (EAB) plan.

GOAL B3 PRIORITY ACTIONS

- Develop and implement an integrated pest management or plant health care plan for public trees.
- Integrate tree pest and disease education into the community education strategy (Goal E1 – E3).
- Focus on education and technical assistance with large private landowners.

Goal B4: Conduct ongoing industry and professional training for City staff interacting with trees in Fayetteville.

GOAL B4 STRATEGIES

- a) Identify the staff and training needs and secure the annual budget required.
- b) Conduct internal cross-training and document training materials and protocols.
- c) Consider offering or supporting training of volunteers and tree care professionals.

GOAL B4 PRIORITY ACTIONS

- Utilize free and available online trainings and materials where appropriate.
- Support the Urban Forestry Advisory Board in attending the free online Tree Board University program developed by the U.S. Forest Service.
- Expand the trainings to include considerations for youth and workforce development.

C) Tree Preservation and Protection

Our existing tree canopy cover and the investments made in planting and caring for the urban forest are preserved through sound but fair policies and regulations that align with shared priorities in the City and best practices.

STAKEHOLDER INPUT AND SUPPORT

Preservation and protection of existing trees was identified as a high priority. Existing mature trees have an outsized impact on sustainability, environmental justice, wildlife and ecosystems, and human health. Exploring changes to the tree ordinances was raised in most engagement activities and sessions. Preservation and planting requirements should be robust but not unduly burdensome to developers. They should also be tailored to the biome, e.g., different standards for natural prairies compared to forested areas. Trees planted or protected should survive post-development and be replaced if they die. City staff are in support of procuring funding to purchase land for tree preservation in order to maintain and increase tree canopy cover.

Goal C1: Establish or update policies and practices to reduce the urban forest's vulnerability to tree pests, diseases, and climate change impacts.

GOAL C1 STRATEGIES

- a) Quantify the urban forest's role in climate change mitigation.
- b) Maintain tree regulations to minimize urban forest vulnerabilities.

GOAL C1 PRIORITY ACTIONS

- Calculate the carbon sequestration, storage, and avoided carbon generated from the citywide urban tree canopy cover and the public tree population using industry tools such as i-Tree. Utilize the data to build support and inform climate-related plans.
- Update the Tree Preservation and Landscape Manual with any changes to tree-related ordinances.
- As needed, update tree lists that prioritize native and climate-resilient tree species. Consider updates based on the diversity of the urban forest and existing / potential pests and diseases. At minimum, maintain a list of prohibited tree species reflective of the latest research and concerns.

Goal C2: Update or amend tree-related ordinances to support the citywide canopy cover goal and other goals in the Plan.

GOAL C2 STRATEGIES

- a) Monitor and track tree plantings and removals.
- b) Adopt a no-net-loss policy for public trees.
- c) Review and implement recommended changes to tree ordinances.

GOAL C2 PRIORITY ACTIONS

- Identify the departments, roles, and workflows (i.e., City Engineering and Transportation) and track public tree removals and plantings in a data management program.
- Analyze the potential causes for canopy cover gains and losses as identified in the canopy assessments of four time periods.
- Strengthen the mechanisms for tracking tree preservation, removals, plantings, mitigation, and canopy percentages for development projects. Use the tracking to inform potential changes to minimum canopy requirements for zoning designations as needed to support the canopy goal.
- Review and refine the tree ordinance evaluation worksheet completed as part of the Plan (see [Appendix C](#)). Gather feedback from internal and external stakeholders before significant changes to ordinances are made. For example, develop incentives to preserve existing canopy instead of opting for mitigation and consider updating the penalties for illegal removal of protected trees.
- Conserve open space and protect areas of significant riparian benefit, tree canopy, prairie, and other environmental resource through cluster development provisions, density controls, protective easements, and/or other development tools.
- Update design standards to be more accommodating to trees and the necessary soil volume while balancing the needs for development.
- Establish a policy for reassessing the citywide tree canopy cover at regular intervals to monitor the canopy goal.

Goal C3: Monitor and enforce tree-related ordinances.

GOAL C3 STRATEGIES

- a) Distribute information and resources regarding changes to tree regulations.
- b) Establish a formal protocol.
- c) Recognize exemplary tree preservation practices and projects.

GOAL C3 PRIORITY ACTIONS

- Update information on the City's website and in materials as tree regulations change.
- Consider developing a protocol for scheduled inspections, random spot checks, recordkeeping, an on-site education.
- Develop a program that recognizes exemplary and innovative development projects that preserve and expand tree canopy cover.



D) Funding and Levels of Service

The programs and staffing involved with the trees in our community have the resources necessary to meet current and future demands and challenges.

STAKEHOLDER INPUT AND SUPPORT

During engagement exercises, concerns were raised regarding limited resources in terms of staffing, funding, and time to address the current challenges— especially as it relates to the experienced and predicted effects of climate change. Additional resources are needed for monitoring compliance and enforcing tree regulations, proactive maintenance and hazard abatement, and planting trees to mitigate climate change and tree losses from development projects and extreme weather. Stakeholders largely supported the allocation of additional resources to ensure availability of the urban forest resource now and in the future. City staff support increasing funding to purchase trees to plant towards a citywide canopy cover goal.

Goal D1: Procure funding for the City to purchase land for tree preservation and planting and to achieve other City goals.

GOAL D1 STRATEGIES

- a) Identify potential areas for land acquisition.
- b) Coordinate with partners for land acquisition and management.
- c) Lead by example and distribute information about the program.

GOAL D1 PRIORITY ACTIONS

- Review the priority areas for tree planting and preservation to identify opportunities for land acquisition. Consider vacant land as an initial step and utilize the City Plan 2040's Enduring Green Network map and data.
- Develop a multi-year program and allocate funding for land acquisition. Build support from land trusts and other organizations.
- Implement best management practices and share information for private landowners to learn about the opportunities for urban forest stewardship on their own property(s).
- Develop management plans for the properties purchased.
- In the long-term, consider utilizing land acquired for pilot projects such as testing new tree species for the region and in-house tree production (i.e., tree nursery).

Goal D2: Increase funding to purchase trees to be planted and supporting infrastructure in support of the canopy cover goal.

GOAL D2 STRATEGIES

- a) Identify the funding gap and funding source(s).
- b) Communicate the benefits of a robust planting effort.
- c) Develop and implement a tree planting program aligned with the canopy goal.

GOAL D2 PRIORITY ACTIONS

- Determine the funding gap of planting 1,850 trees per year where 925 of those trees planted are led by the City.
- Quantify the benefits and services provided by the 1,850 trees planted per year to communicate the future value added to Fayetteville's ecosystem, community, and economy.
- Secure the necessary funding to meet the annual tree planting targets.
- Provide annual reports on canopy goal progress to justify continued funding for tree plantings.
- Coordinate with tree nurseries the tree species for planting to reduce costs and address tree species diversity goals.

Goal D3: Evaluate the staffing levels, structure, and resources for tree-related programs and adjust as needed to meet the goals of the Plan and growing demands of the urban forest.

GOAL D3 STRATEGIES

- a) Track and report program activities and Plan implementation progress.
- b) Analyze the organization of departments involved with trees in Fayetteville.
- c) Conduct cost-benefit analyses and evaluate growing service demands.

GOAL D3 PRIORITY ACTIONS

- Develop a mission and vision statement for urban forest management in the City that align with the goals in this Plan.
- Share with City departments and stakeholders the progress made in implementing the Plan by using the Monitoring section's guidelines. Successes and shortcomings build awareness and supporting for changes to staffing and program structure(s).
- Evaluate staffing and contractor resources required to effectively plant trees aligned with canopy goals and to provide post-planting care.
- Determine the need for consolidating tree programs into one department, section, or division to improve efficiencies and levels of service.
- Consider the need and framework for establishing a City section specific to managing natural areas and open space (e.g., wetlands, bottomlands, prairies).
- Secure funding to implement a tree watering program for newly planted public trees. Continuously explore avenues to ensure diverse funding sources and advocate for increased operations and capital funding to address priority tree maintenance and care needs.



E) Community Education, Engagement, and Stewardship

A sustainable urban forest requires a shared commitment from the City and the community. We will foster tree stewardship in our community through equitable and impactful community education and engagement

STAKEHOLDER INPUT AND SUPPORT

Participants reported a perception of conflicting policies and priorities regarding the City's trees. City departments, partners, developers, and the community must have a common understanding of the challenges and opportunities surrounding the urban forest to develop a shared vision for addressing them. A public communications plan stemming from a citywide coordinated effort was seen as a necessary step in bringing clarity to the roles of City departments involved with the urban forest and tree care. Half of the internal stakeholders engaged support bolstering community engagement and volunteer efforts.

Goal E1: Continue to achieve Tree City USA status and other industry recognitions.

GOAL E1 STRATEGIES

- a) Continue to track program activities and budgets.
- b) Explore the opportunities and requirements for other recognition programs.

GOAL E1 PRIORITY ACTIONS

- Continue to track and annually report urban forestry activities of all partners and continue to maintain Arbor Day Tree City USA designation. Strive to continue to achieve Arbor Day Foundation Growth Awards and Sterling Tree City status.
- Achieve an award from the American Public Works Association's Awards Program for innovative programs and outcomes resulting from this Plan.
- Conduct a follow-up benchmarking exercise toward year 10 of this Plan to compare program budgets and activities to other Tree City USA communities in the region.

Goal E2: Create and implement an engagement strategy for all demographics and stakeholders in the community.

GOAL E2 STRATEGIES

- a) Identify and collaborate with stakeholders to draft the strategy.
- b) Implement the strategy as a coordinated effort.
- c) Review and adapt the strategy as changes occur.

GOAL E2 PRIORITY ACTIONS

- Finalize a robust community outreach strategy and a communications plan to garner support, spur behavior change, and increase participation from the community. Use the data and recommendations from this Plan.
- Increase outreach and marketing for improving and expanding tree canopy for the public good.
- Implement the outreach strategy as a coordinated citywide effort by convening with other City departments and stakeholders. Gather input and feedback from the Urban Forestry Advisory Board.
- As outlined in the community outreach strategy, gather input and feedback from the public regarding implementation of this Plan and changes to urban forestry programs.
- Identify existing and potential partners and organizations to support the implementation of the community outreach strategy and support engagement that is inclusive and equitable.

Goal E3: Provide inclusive program offerings such as events, education, and training to meet the needs of all.

GOAL E3 STRATEGIES

- a) Implement programs and services through the lens of environmental justice.
- b) Coordinate with new and existing community and regional partners.
- c) Develop strategies to remove barriers to participation.

GOAL E3 PRIORITY ACTIONS

- Use the outreach strategy from Goal E2 to identify community groups that represent all neighborhoods.
- Identify low tree canopy neighborhoods for targeted engagement.
- Coordinate with partners and secure funding for regular public events, training, and educational materials as outline in the outreach strategy.
- Make the data and information from this Plan accessible to the public online.
- Gather feedback for continual improvements to events, education, and trainings.

Section 4: Implementation

Implementation

The framework of the goals and actions in the Urban Forestry Management Plan provides the City of Fayetteville with the means to measure progress and adapt to an everchanging environment and availability of resources. Each of the goals align with the U.S. Forest Service's Urban Forest Audit System described and summarized in Section 2 of this Plan. The actions are intended to guide the City towards improvements in ranking for each of the nearly 130 elements within the 11 categories of urban forest management. As actions are implemented, the City may conduct new iterations of the Urban Forest Audit to gauge success, evaluate progress, and adjust accordingly. View the Evaluate section (page 100) of the Monitoring Plan for more information.

It is recommended the City utilize the expertise of the Urban Forestry Program and the Urban Forestry Advisory Board or establish an urban forestry working group to manage Plan implementation and monitoring. This team should coordinate the implementation of actions with the respective partners or collaborators.

Based on the assessment of Fayetteville's urban forest resource, the programs that manage it, and the community that shapes and benefits from it, the following implementation schedule is recommended. Implementing the Plan in this manner will effectively and efficiently address the City's shared challenges and priorities using available resources. As the Plan progresses, more resources will become available to implement the longer-term actions.



IMPLEMENTATION SUMMARY

Table 14. Urban Forestry Management Plan implementation tables.

Theme	A) Equitable and Resilient Canopy Cover		
Guiding Principle	We value and appreciate the benefits and services provided by the trees in our community. These benefits and services should be maximized and equitably distributed across the City by growing an urban forest that is sustainable and resilient to current and future challenges.		
Audit Category	Policy & Ordinances; Standards & Best Practices		
Goals	Goal A1: Increase tree canopy cover citywide beginning in priority areas and purchased land.	Goal A2: Implement a cooperative tree planting program with businesses, institutions, organizations, neighborhoods, and property owners.	Goal A3: Plant trees that are resilient to current and future challenges such as climate change and tree pests.
Strategies	a) Procure funding to purchase land for the City to preserve and plant trees.	a) Identify existing and potential stakeholders.	a) Use data and research to make decisions on approved tree species for planting.
	b) Review and refine the priority planting areas provided by the Plan.	b) Collaborate and share resources to identify program funding opportunities.	b) Select the right tree for the right site.
	c) Continue to offer free trees to citizens.	c) Track progress and recognize successes.	c) Provide ongoing tree care and monitor the condition of tree plantings.
	d) Plant 1,850 trees per year for 10 years and reassess citywide canopy cover.	d) Conduct pilot programs to determine efficient ways to assist private land owners with tree plantings.	
	e) Coordinate with other City plans and programs.		
Priority Actions	Review, refine, and finalize the canopy cover goals and planting priorities. Consider the status of recommendations outlined in the 2012 Urban Tree Canopy Assessment Report (see Table 9 in the Plan).	Draft a list of existing and potential stakeholders with input from multiple departments.	Utilize the Climate Tree Atlas study in the Plan to adjust approve tree species lists.
	Develop a neighborhood-level and citywide planting plan to achieve the canopy goals. Align efforts with the Climate Action Plan, Energy Action Plan, the 2023 Park and Recreation System Master Plan, and other initiatives.	Organize workshops or seminars that focus on the importance of the program.	Evaluate the composition of the urban forest to inform changes to tree species selection for planting to maintain diversity.
	Fully integrate tree plantings into City projects. Use the recommendation to inform the annual tree planting plan for parks as recommended in Goal E3 of the 2023 Park and Recreation System Master Plan.	Create a task force or utilize the Urban Forestry Advisory Board to collaborate on program design, priority planting locations, funding, tree selection, and ongoing maintenance.	Provide watering and irrigation for public tree plantings.
	Continue to offer tree care information especially in priority neighborhoods.	Utilize data management software to track the plantings and recognize partnerships and program success possibly during Arbor Day celebrations.	Enforce the post-planting regulations regarding maintenance within Chapters 167 and 177 of Fayetteville's Code of Ordinances.
	Monitor progress toward achieving the canopy goals and planting targets. Reassess canopy cover citywide and by planning boundaries by 2029 for a 10-year canopy change assessment.		

Theme	B) Maintenance and Management			
Guiding Principle	We care for our trees and the citywide urban forest to ensure the benefits are available for current and future generations. Our operations and investments prioritize sustainability, fiscal responsibility, and equity.			
Audit Category	Green Asset Management; Tree Inventories; Tree Plans			
Goals	Goal B1: Prioritize public tree maintenance and tree risk management.	Goal B2: Reduce conflicts between trees and other infrastructure such as sidewalks and utilities.	Goal B3: Manage harmful tree pests and diseases that are present or expected to impact the urban forest.	Goal B4: Conduct ongoing industry and professional training for City staff interacting with trees in Fayetteville.
Strategies	a) Assess the public tree population for maintenance needs and potential risks.	a) Assess public trees for current and potential infrastructure conflicts.	a) Identify the primary tree pests and diseases of concern.	a) Identify the staff and training needs and secure the annual budget required.
	b) Develop a public tree maintenance plan.	b) Identify existing and potential alternative solutions to infrastructure conflicts.	b) Provide information for identifying tree pests and diseases.	b) Conduct internal cross-training and document training materials and protocols.
	c) Develop a plan for maintaining trees that are planted toward the canopy goal.	c) Coordinate with internal and external stakeholders.	c) Monitor public trees and the urban forest for tree pests and diseases of concern.	c) Consider offering or supporting training of volunteers and tree care professionals.
	d) Stay current with industry research, tools, technology, standards, and best practices.	d) Ensure trees are planted with the proper soil volume.	d) Create a preliminary emerald ash borer (EAB) plan.	
	e) Focus on planting strategies and designs that produce long-lived trees.			
Priority Actions	Periodically conduct sample inventories or windshield surveys of public trees to identify changes to maintenance and risk management priorities.	Establish or improve protocols and checklists for evaluating current and potential infrastructure conflicts which includes potential alternative solutions to the conflict.	Develop and implement an integrated pest management or plant health care plan for public trees.	Utilize free and available online trainings and materials where appropriate.
	Create annual work plans and seek funds to implement those plans using the actions within Goal D3.	Establish regular meetings and protocols with internal and external stakeholders for improved coordination during infrastructure and utility planning, design, construction, and maintenance phases.	Integrate tree pest and disease education into the community education strategy (Goal E1 – E3).	Support the Urban Forestry Advisory Board in attending the free online Tree Board University program developed by the U.S. Forest Service.

Goals Continued	Goal B1: Prioritize public tree maintenance and tree risk management.	Goal B2: Reduce conflicts between trees and other infrastructure such as sidewalks and utilities.	Goal B3: Manage harmful tree pests and diseases that are present or expected to impact the urban forest.	Goal B4: Conduct ongoing industry and professional training for City staff interacting with trees in Fayetteville.
Priority Actions Continued	Track maintenance records for public trees. Continue to add assets and management data to databases that track total asset management for more efficient maintenance planning.		Focus on education and technical assistance with large private landowners.	Expand the trainings to include considerations for youth and workforce development.
	Acquire and maintain industry certifications and trainings for Urban Foresters.			
	Continue to manage invasive plant species on public properties and within public rights-of-way. Support controlled burns to manage invasives and wildlife on public properties.			
	Strengthen or establish public tree risk assessment and mitigation protocols.			
	Develop a framework and approach to utilize more biomass resulting from public tree maintenance, removals, and post-storm cleanup. Expand efforts beyond mulching by including logs for wood products for local craftsmen.			

Theme	C) Tree Preservation and Protection		
Guiding Principle	Our existing tree canopy cover and the investments made in planting and caring for the urban forest are preserved through sound but fair policies and regulations that align with shared priorities in the City and best practices.		
Audit Category	Policy & Ordinances; Standards & Best Practices; Capacity & Training; Authority		
Goals	Goal C1: Establish or update policies and practices to reduce the urban forest's vulnerability to tree pests, diseases, and climate change impacts.	Goal C2: Update or amend tree-related ordinances to support the citywide canopy cover goal and other goals in the Plan.	Goal C3: Monitor and enforce tree-related ordinances.
Strategies	a) Quantify the urban forest's role in climate change mitigation.	a) Monitor and track tree plantings and removals.	a) Distribute information and resources regarding changes to tree regulations.
	b) Maintain tree regulations to minimize urban forest vulnerabilities.	b) Adopt a no-net-loss policy for public trees.	b) Establish a formal protocol.
		c) Review and implement recommended changes to tree ordinances.	c) Recognize exemplary tree preservation practices and projects.
Priority Actions	Calculate the carbon sequestration, storage, and avoided carbon generated from the citywide urban tree canopy cover and the public tree population using industry tools such as i-Tree. Utilize the data to build support and inform climate-related plans.	Identify the departments, roles, and workflows (i.e., City Engineering and Transportation) and track public tree removals and plantings in a data management program.	Update information on the City's website and in materials as tree regulations change.
	Update the Tree Preservation and Landscape Manual with any changes to tree-related ordinances.	Analyze the potential causes for canopy cover gains and losses as identified in the canopy assessments of four time periods.	Consider developing a protocol for scheduled inspections, random spot checks, recordkeeping, an on-site education.
	As needed, update tree lists that prioritize native and climate-resilient tree species. Consider updates based on the diversity of the urban forest and existing / potential pests and diseases. At minimum, maintain a list of prohibited tree species reflective of the latest research and concerns.	Strengthen the mechanisms for tracking tree preservation, removals, plantings, mitigation, and canopy percentages for development projects. Use the tracking to inform potential changes to minimum canopy requirements for zoning designations as needed to support the canopy goal.	Develop a program that recognizes exemplary and innovative development projects that preserve and expand tree canopy cover.
		Review and refine the tree ordinance evaluation worksheet completed as part of the Plan (see Appendix C). Gather feedback from internal and external stakeholders before significant changes to ordinances are made. For example, develop incentives to preserve existing canopy instead of opting for mitigation and consider updating the penalties for illegal removal of protected trees.	

Goals Continued	Goal C1: Establish or update policies and practices to reduce the urban forest's vulnerability to tree pests, diseases, and climate change impacts.	Goal C2: Update or amend tree-related ordinances to support the citywide canopy cover goal and other goals in the Plan.	Goal C3: Monitor and enforce tree-related ordinances.
Priority Actions Continued		Conserve open space and protect areas of significant riparian benefit, tree canopy, prairie, and other environmental resource through cluster development provisions, density controls, protective easements, and/or other development tools.	
		Update design standards to be more accommodating to trees and the necessary soil volume while balancing the needs for development.	
		Establish a policy for reassessing the citywide tree canopy cover at regular intervals to monitor the canopy goal.	

Theme	D) Funding and Levels of Service		
Guiding Principle	The programs and staffing involved with the trees in our community have the resources necessary to meet current and future demands and challenges.		
Audit Category	Green Asset Management; Community		
Goals	Goal D1: Procure funding for the City to purchase land for tree preservation and planting and to achieve other City goals.	Goal D2: Increase funding to purchase trees to be planted and supporting infrastructure in support of the canopy cover goal.	Goal D3: Evaluate the staffing levels, structure, and resources for tree-related programs and adjust as needed to meet the goals of the Plan and growing demands of the urban forest.
Strategies	a) Identify potential areas for land acquisition.	a) Identify the funding gap and funding source(s).	a) Track and report program activities and Plan implementation progress.
	b) Coordinate with partners for land acquisition and management.	b) Communicate the benefits of a robust planting effort.	b) Analyze the organization of departments involved with trees in Fayetteville.
	c) Lead by example and distribute information about the program.	c) Develop and implement a tree planting program aligned with the canopy goal.	c) Conduct cost-benefit analyses and evaluate growing service demands.
Priority Actions	Review the priority areas for tree planting and preservation to identify opportunities for land acquisition. Consider vacant land as an initial step and utilize the City Plan 2040's Enduring Green Network map and data.	Determine the funding gap of planting 1,850 trees per year where 925 of those trees planted are led by the City.	Develop a mission and vision statement for urban forest management in the City that align with the goals in this Plan.
	Develop a multi-year program and allocate funding for land acquisition. Build support from land trusts and other organizations.	Quantify the benefits and services provided by the 1,850 trees planted per year to communicate the future value added to Fayetteville's ecosystem, community, and economy.	Share with City departments and stakeholders the progress made in implementing the Plan by using the Monitoring section's guidelines. Successes and shortcomings build awareness and supporting for changes to staffing and program structure(s).
	Implement best management practices and share information for private landowners to learn about the opportunities for urban forest stewardship on their own property(s).	Secure the necessary funding to meet the annual tree planting targets.	Evaluate staffing and contractor resources required to effectively plant trees aligned with canopy goals and to provide post-planting care.
	Develop management plans for the properties purchased.	Provide annual reports on canopy goal progress to justify continued funding for tree plantings.	Determine the need for consolidating tree programs into one department, section, or division to improve efficiencies and levels of service.

Goals Continued	Goal D1: Procure funding for the City to purchase land for tree preservation and planting and to achieve other City goals.	Goal D2: Increase funding to purchase trees to be planted and supporting infrastructure in support of the canopy cover goal.	Goal D3: Evaluate the staffing levels, structure, and resources for tree-related programs and adjust as needed to meet the goals of the Plan and growing demands of the urban forest.
Priority Actions Continued	In the long-term, consider utilizing land acquired for pilot projects such as testing new tree species for the region and in-house tree production (i.e., tree nursery).	Coordinate with tree nurseries the tree species for planting to reduce costs and address tree species diversity goals.	Consider the need and framework for establishing a City section specific to managing natural areas and open space (e.g., wetlands, bottomlands, prairies).
			Secure funding to implement a tree watering program for newly planted public trees. Continuously explore avenues to ensure diverse funding sources and advocate for increased operations and capital funding to address priority tree maintenance and care needs.

Theme	E) Community Education, Engagement, and Stewardship		
Guiding Principle	A sustainable urban forest requires a shared commitment from the City and the community. We will foster tree stewardship in our community through equitable and impactful community education and engagement.		
Audit Category	Community		
Goals	Goal E1: Continue to achieve Tree City USA status and other industry recognitions.	Goal E2: Create and implement an engagement strategy for all demographics and stakeholders in the community.	Goal E3: Provide inclusive program offerings such as events, education, and training to meet the needs of all.
Strategies	a) Continue to track program activities and budgets.	a) Identify and collaborate with stakeholders to draft the strategy.	a) Implement programs and services through the lens of environmental justice.
	b) Explore the opportunities and requirements for other recognition programs.	b) Implement the strategy as a coordinated effort.	b) Coordinate with new and existing community and regional partners.
		c) Review and adapt the strategy as changes occur.	c) Develop strategies to remove barriers to participation.
Priority Actions	Continue to track and annually report urban forestry activities of all partners and continue to maintain Arbor Day Tree City USA designation. Strive to continue to achieve Arbor Day Foundation Growth Awards and Sterling Tree City status.	Finalize a robust community outreach strategy and a communications plan to garner support, spur behavior change, and increase participation from the community. Use the data and recommendations from this Plan.	Use the outreach strategy from Goal E2 to identify community groups that represent all neighborhoods.
	Achieve an award from the American Public Works Association's Awards Program for innovative programs and outcomes resulting from this Plan.	Increase outreach and marketing for improving and expanding tree canopy for the public good.	Identify low tree canopy neighborhoods for targeted engagement.
	Conduct a follow-up benchmarking exercise toward year 10 of this Plan to compare program budgets and activities to other Tree City USA communities in the region.	Implement the outreach strategy as a coordinated citywide effort by convening with other City departments and stakeholders. Gather input and feedback from the Urban Forestry Advisory Board.	Coordinate with partners and secure funding for regular public events, training, and educational materials as outline in the outreach strategy.
		As outlined in the community outreach strategy, gather input and feedback from the public regarding implementation of this Plan and changes to urban forestry programs.	Make the data and information from this Plan accessible to the public online.
		Identify existing and potential partners and organizations to support the implementation of the community outreach strategy and support engagement that is inclusive and equitable.	Gather feedback for continual improvements to events, education, and trainings.

MONITORING PLAN

This Urban Forestry Management Plan will be updated and revised periodically (i.e., every 10 years) to reflect changes in the urban forest resource structure and function, to incorporate changes in industry standards, to consider community response, and to measure the progress of the urban forest partners in implementing the recommendations and reaching the established goals. This process should be overseen by an urban forestry working group consisting of members from the community with an array of skill sets and background. Examples include the City's Urban Forestry Program, Urban Forestry Advisory Board members, other City staff, and stakeholders. Monitoring of the Plan should follow the Evaluate, Monitor, Report, and Revise methodology.

Knowing how the City and its partners are doing will require a continual process of evaluation. This section presents examples of how to monitor, analyze, and revise the Plan, which will keep stakeholders informed of the status of the Urban Forestry Program. To monitor progress toward implementing the Plan recommendations, an evaluation similar to the U.S. Forest Service's Urban Forest Audit (details below in the Evaluate section) conducted to develop the initial Plan should be completed. This evaluation will identify progress and shortfalls compared to the baseline audit.

In addition, a report card could be created based on outcomes of the audit and distributed to the public periodically. This will measure the progress toward implementing the Plan's actions. The Report section provides a suggested structure to measure and report success toward accomplishing each goal. Other indicators to measure progress may need to be developed to ensure a thorough and accurate evaluation.

Figure 47. Summary of the Plan implementation and monitoring process.



EVALUATE



The U.S. Forest Service’s Urban Forest Audit System provides a framework for routine evaluations of the urban forest, the programs that manage it, and the community that shapes and benefits from it. The deliverables to this Urban Forestry Management Plan project include guidance for completing an update to the audit completed in 2023 to develop the Plan. This audit system consists of 11 categories of urban forest management, sustainability, and community. Within the 11 categories are approximately 130 subcategories or elements. Each element was ranked or scored based on the consultants’ evaluations in 2023 for the Urban Forestry Management Plan. It is recommended the City’s urban forestry working group (or similar) complete a bi-annual audit to inform any alterations to actions and strategies.

About the Urban Forest Audit

The primary objectives of the audit are defined by the Urban Forest Audit System authors and adapted by the City’s urban forestry consulting team to engage the full spectrum of the organizations’ management team, provide program direction that increases the level of professionalism in management, conduct a gap analysis of management practices and the health of urban forests, provide strategic direction to improve the health of the urban forest, and optimize management for environmental justice and equitable distribution of resources.

Urban Forest Audit Process

The process of analyzing the urban forest involved extensive information and document gathering and research to identify policies, practices, programs, and standards pertaining to categories of urban forest sustainability and management as defined by Clark et al. (1997), Kenney et al. (2011), and the Forest Service. The categories are listed in the table above.

Each category has a series of subcategories pertaining to the specific category. As an example, the subcategories listed on the right are in the Management Policy and Ordinances category:

Table 15. Categories for evaluation using the U.S. Forest Service’s Urban Forest Audit System.

- 1) Management Policy and Ordinances
- 2) Professional Capacity and Training
- 3) Funding and Accounting
- 4) Decision and Management Authority
- 5) Tree-related Inventories
- 6) Tree-related Plans
- 7) Risk Management
- 8) Disaster Planning
- 9) Standards and Best Practices
- 10) Community
- 11) Green Asset Management

Table 16. List of subcategories within the Management Policy and Ordinances category of the audit.

- 1.01) Climate Change (Sustainability)
- 1.02) No Net Loss
- 1.03) Risk Management
- 1.04) Tree Canopy Goals
- 1.05) Tree Protection
- 1.06) Utility
- 1.07) Human Health
- 1.08) Wildlife Diversity/Habitat/Protection
- 1.09) Performance Monitoring
- 1.10) Private Tree Ordinances
- 1.11) Public Tree Ordinances
- 1.12) Development Standards
- 1.13) High-Conservation Value Forests
- 1.14) Urban Interface (WUI)

All available documents and plans were reviewed and tallied in the audit worksheet as part of the information discovery phase. Based on the evaluation of the documents and outcomes of all planning processes (i.e., research, City staff interviews, urban forest benchmarks, data analyses, and community engagement) each subcategory within the 11 categories was “ranked” using the following system:

- 0) Not Practiced - Component doesn’t exist or is not practiced; 0 points
- 1) In Development - Component is in development as part of or aside from this Plan; 1 point
- 2) Adopted Practice - Component is routinely practiced; 2 points
- 3) Exceeds Adopted Practice - The component is exceeded; 3 points

The points were then totaled for an overall rating to provide a summary of the City’s level of achieving each category of urban forest management and sustainability.

Urban Forest Audit Results for Fayetteville

Table 17. Outcomes of the urban forest audit completed in 2023 for Fayetteville's Plan.

#	Category	SOC* (% Achieved)	Base** (% Achieved)	Overall Rating	Overall (% Achieved)
1	Management Policy, Ordinances	50%	67%	20	71%
2	Professional Capacity and Training	100%	NA	16	89%
3	Funding and Accounting	75%	NA	8	67%
4	Decision, Management Authority	50%	100%	5	63%
5	Tree-related Inventories	NA	56%	17	65%
6	Tree-related Plans	NA	50%	13	54%
7	Risk Management	83%	50%	14	78%
8	Disaster Planning	NA	67%	9	64%
9	Standards and BMPs***	75%	69%	44	73%
10	Community	100%	NA	25	89%
11	Green Asset Management	NA	NA	16	80%
TOTAL		76%	65%	187	73%

*Standard of Care (SOC) elements represent the minimum group of urban forestry management “best practices” that a municipality should consider for implementation. SOC refers to the degree of prudence and caution required of an individual who is under a duty of care (i.e., legal obligation of the controlling authority, owner, or manager) to minimize risk. Neither state, regional, nor national minimum management components have been established for SOC but these are interim recommendations for consideration. (NA = not applicable)

**Base Practices (BP) elements represent additional urban forest management activities or components that may effectively expand a program beyond the SOC group (see footnote above). These elements are typically precursors to other “non-core” elements in the category. (NA = not applicable)

***Best Management Practices (BMPs)

Urban Forest Audit Summary Discussion

The main purpose of the urban forest audit is to apply the research and findings gathered throughout the planning effort to inform the Plan's goals, strategies, and actions. This audit or "gap analysis" enables the Urban Forestry Program to control different aspects of its program with data. This gap analysis identified the shortcomings that the Urban Forestry Program should overcome and by quantifying them, the program can make improvements. It also enables effective monitoring of Plan strategies in that the audit categories and elements can be revisited at key intervals in the Plan implementation process to measure progress and adapt strategies accordingly. For the comprehensive evaluation of all subcategories within the Urban Forest Audit, see [Appendix B](#).

The information provided in the table above describes the current conditions of Fayetteville's urban forest, the programs that manage it, and the community framework. As recommended in the Plan's monitoring methods, the City should use this framework to evaluate implementation progress, report successes, and inform changes to Plan actions. Many of the urban forest audit elements were given a rating of "In Development" as they previously did not exist but are addressed in this Urban Forestry Management Plan. This means that the City is already well underway in advancing its program and its Urban Forest Audit score.

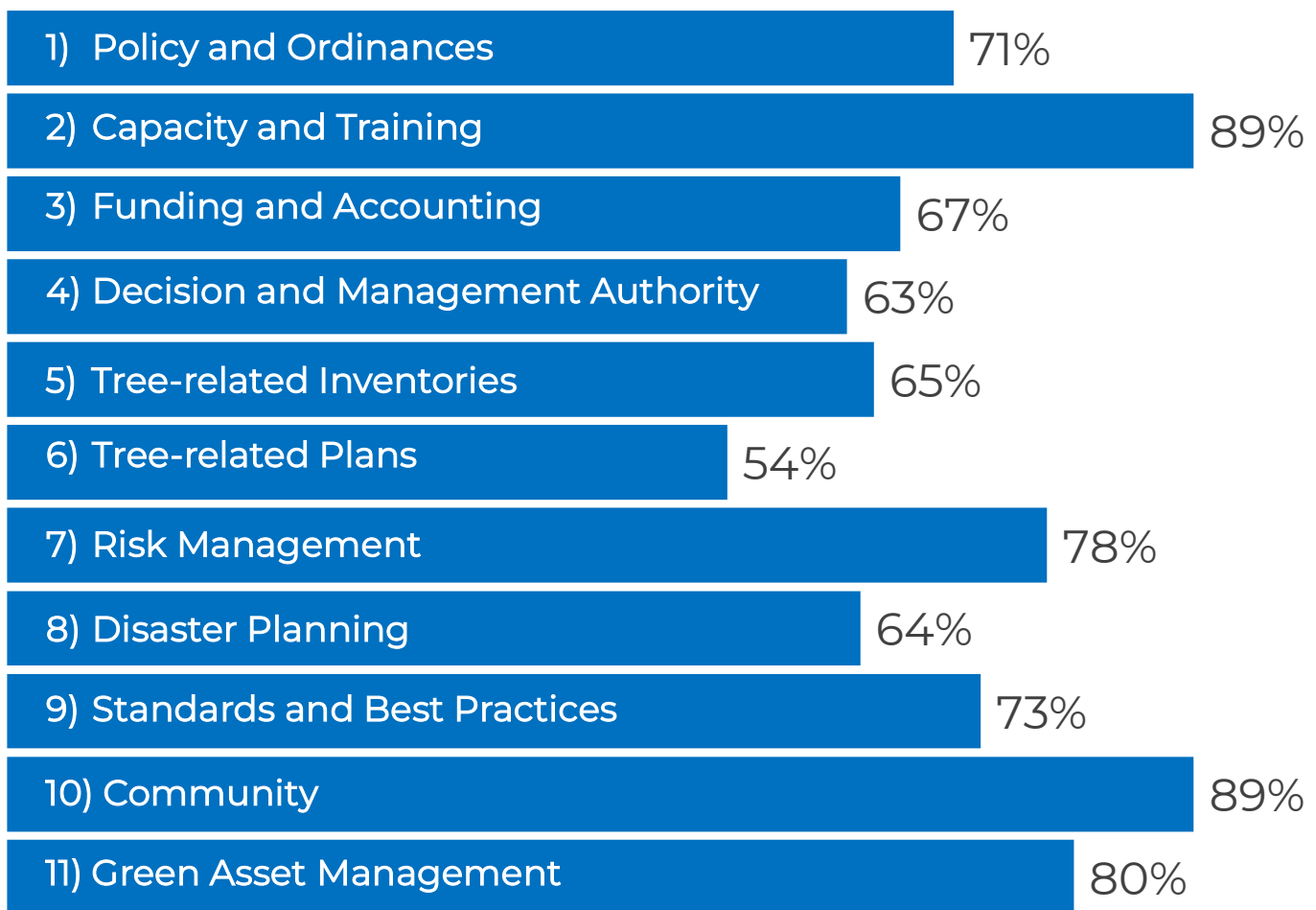


Figure 48. Results of the 2023 urban forest audit to utilize in Plan monitoring.

MONITOR



Measuring accomplishment of the actions will require ongoing analysis. The outcomes of the Urban Forest Audit System in the [Evaluate](#) section can be used to monitor change over time. These benchmark values should be tracked, and a state of the urban forest report should be prepared and distributed to the public every 2 to 5 years. Analysis may include an updated public tree inventory, i-Tree benefits analyses, or urban tree canopy assessments. The state of the urban forest report should include the benchmark values as reported in the Plan and the Urban Forest Audit System as of 2023, so that the City can measure and compare changes to the urban forest. The report should reflect changes to the audit system that are measured.

The following table provides a summary of the benchmark values that can be used to monitor and report on Plan progress.



Primary Urban Forest Benchmark Values to Measure Plan Progress

Table 18. Fayetteville's primary urban forest benchmark values to measure Plan progress.

2019 URBAN TREE CANOPY (UTC) COVER (ASSESSED IN 2022)	
Tree Equity Score (2022)	87 out of 100
UTC	39.4%
Short-term Canopy Goals	39.9% by 2027 (1,850 trees/year) 40.6% by 2032 (1,850 trees/year)
Long-term Canopy Goals	44.4% by 2052 (3,000 trees/year)
Total Trees to Reach 10-year Goal	18,500 trees by 2032 (1,850 trees/year)
Total Trees to Reach 30-year Goal	91,000 trees by 2052 (3,000 per year avg.)
City-led Tree Plantings to Reach Goals	50% of total trees required (1,500 trees/year)
PUBLIC TREE COUNTS (2022 ESTIMATES)	
Total Public Trees (alive or dead)	42,000 (estimated)
Total Public Street Trees	25,000
Total Public Street Planting Sites	TBD
Total Public Open Space Trees	Unknown
TREE BENEFITS (2022 ESTIMATES)	
Citywide (UTC Assessment)	2019: \$76.5 million (total)
Ecosystem Benefits of Public Trees	2022: \$1.3 million (annual estimate)
Asset Value of Public Trees	\$6.8 million (\$274 per tree average)
TREE AND BUDGET DISTRIBUTION (2021)	
Public Trees (street and park) per Capita	0.44
Budget per Capita	\$6.66
Budget per Public Tree (inventoried)	\$14.52
Urban Foresters (3 departments)	8.00 (2023)
Total Public Trees per Staff	5,000 trees for every 1.0 FTE
MANAGEMENT ACTIVITIES (2023)	
Public Trees Pruned	To be recorded at the end of the year
Public Trees Removed	To be recorded at the end of the year
Public Trees Planted	To be recorded at the end of the year
Number of Volunteers and/or Hours	To be recorded at the end of the year
URBAN FOREST AUDIT SYSTEM (TOTAL SCORE OF 2023): 73%	
Management Policy and Ordinances	71%
Professional Capacity and Training	89%
Funding and Accounting	67%
Decision and Management Authority	63%
Tree-related Inventories	65%
Tree-related Plans	54%
Risk Management	78%
Disaster Planning	64%
Standards and Best Management Practices	73%
Community	89%
Green Asset Management	80%
PUBLIC PERCEPTION (2022)	
Tree-related priorities	62% want trees for shade
Preference for improving public tree health	74% for setting canopy goals, 66% for more trees and preservation in development
Where to prioritize future investments	70% for improved tree code for development

REPORT



Based on the evaluation of Plan implementation progress, the City's urban forestry working group (or similar) should track, record, and report on the metrics described below that are measures or indicators of success based on the Urban Forest Audit utilized in developing the Plan's goals.

Table 19. Evaluation, monitoring, and reporting techniques to achieve the urban forestry goals.

POLICY AND ORDINANCES

Urban forest policies are the foundation for preserving the environmental benefits, resiliency, and the character of Fayetteville's urban forest.

- List all City and partner-led planning efforts.
- Describe related planning efforts.
- Communicate citywide canopy goals and local planting targets.
- List recommended changes to City Code, policies, and manuals.
- Summarize a list of plans in which urban forestry is integrated.
- Distribute any recommended tree list to city staff, partners, and residents.
- Summarize updates made to tree-related ordinances, policies, and standards.
- Report the number of permits received and approved.
- Report the number of trees inspected.
- Report the number of trees in the Amazing Trees of Fayetteville.
- List audit score and actions/targets achieved, ongoing, and not started.

CAPACITY, TRAINING, AND AUTHORITY

Fayetteville has the capacity and expertise to provide optimal levels of service for sound urban forest management.

- List the team members assembled to implement and monitor the Plan.
- List the existing staff and supporting departments and partners.
- Summarize roles and responsibilities of the Urban Forestry Advisory Board.
- Describe existing and needed certifications, qualifications, and training.
- Provide a count of the number of trainings completed.
- Report the proportion of public trees to tree management staff.
- Report the number of volunteers and volunteer hours.
- Describe changes in levels of service based on community service requests.
- Report the number of unattended tree maintenance and service requests.
- List audit score and actions/targets achieved, ongoing, and not started.

BUDGET AND FUNDING

Funding and resources enable comprehensive and sustainable urban forest management for the preservation and enhancement of tree benefits.

- Report the proportion of public trees to tree management staff.
- Report the proportion of budget to the total public tree population.
- Report the proportion of public trees to the City population.
- Report the number of volunteers and volunteer hours.
- List the unfunded urban forestry needs.
- Report the budget, partner funding, permit revenue, and donations.
- List audit score and actions/targets achieved, ongoing, and not started.

ASSESSMENTS AND PLANNING

A thorough understanding of the urban forest ensures data-driven decisions, sustainable and comprehensive planning, and amplified tree benefits.

- Report the number of trees inventoried.
- Report the number of public trees planted, pruned, and removed.
- Report the number of trees assessed for risk.
- Report the value of the entire urban forest and public tree population.
- Report the urban forest audit score and future audit scores.
- Report the condition, structure, and diversity of public trees.
- Provide a summary of existing tree canopy cover citywide and locally.
- List the priority planting areas, canopy goals, and recommended species.
- Report the assessment and planning efforts of partners.
- Describe the high-value conservation and preservation areas.
- List audit score and actions/targets achieved, ongoing, and not started.

COMMUNITY ENGAGEMENT

Sustainable urban forest management and equity is achieved through a partnership with the City and its residents resulting in improved well-being, human health, and local economies.

- List the existing and potential outreach platforms and initiatives.
- List existing and potential partners.
- Report the number of planting events and trees planted.
- Report the history/count of Tree City USA and supporting awards.
- Report the number of volunteers, events, and volunteer hours.
- Report the number of city residents reached through messaging.
- Report on the website user traffic.
- Report the number of private tree plantings as feasible.
- Report the number of trainings, workshops, and attendees.
- Report the results of public surveys.
- Recognize exemplary urban forest stewards.
- Report on the activities of the Urban Forestry Advisory Board.
- Report the activities of local partners as feasible.
- List audit score and actions/targets achieved, ongoing, and not started.

GREEN ASSET MANAGEMENT

Fayetteville proactively manages the public trees, continues to grow and expand a healthy canopy, effectively mitigates climate change impacts, maintains public safety, and optimizes urban forest benefits.

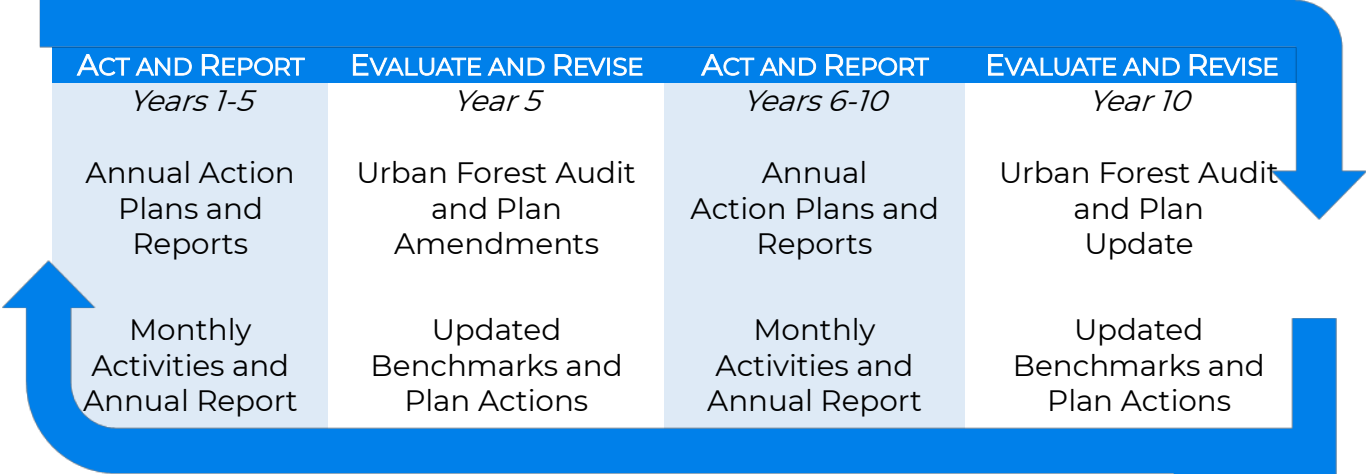
- Report the number of public trees pruned, removed, and planted.
- Report on the public tree pruning rotation (i.e., number of years).
- Provide a map of the trees prioritized for programmed pruning.
- Report the number of trees managed for pests and diseases.
- Provide an estimate on the amount of invasive plant species managed.
- Report the number of trees planted to address tree equity, climate change.
- Report the number of mitigation plantings and stormwater plantings.
- Count the number of introduced tree species to combat climate change.
- Report progress towards canopy goals and tree planting targets.
- Provide a map of priority planting areas for upcoming year.
- Report the volume of woody biomass utilized.
- List audit score and actions/targets achieved, ongoing, and not started.

REVISE



Completion of this Plan is a critical step towards meeting the vision for Fayetteville’s urban forest. Continual monitoring, analysis, and reporting will help to keep urban forest partners involved and focused on accomplishing the actions. Plans are typically revised every 10 to 15 years; hence, the Plan will need formal revision to respond and adapt to changes as they develop. Formal revision of the Plan should coincide with the update of the City’s Comprehensive Plan, Park and Recreation System Master Plan, Energy Action Plan, Tree Preservation and Landscape Manual, climate/sustainability and stormwater plans, and other relevant planning efforts. Recommendations and goals of each should be compared. Revisions to the Plan should occur with major events, such as newly discovered pests or diseases, changes in program budget and resources, or significant changes to industry standards or legal codes.

Figure 49. Example of the plan implementation, evaluation, and revision process.



Applying the Urban Forest Audit to Revise the Plan

The Urban Forest Audit can serve as the tool for the City to effectively Evaluate, Monitor, Report, and Revise the Plan as part of the implementation and monitoring protocols. As found in the 2023 Urban Forest Audit completed to develop the Plan, there are areas of urban forest management where the City is performing at a high level and other areas where improvements are needed. The goals and actions in the Plan address both these strengths and challenges. The following summarizes the relationship of the Plan’s actions to the categories in the Urban Forest Audit. Each action in the Plan includes a reference to the Audit’s category and subcategory (see [Appendix B](#)).

Table 20. Summary count of the evaluations completed in the 2023 Urban Forest Audit.

Ranking	Count	%	% of Total
1) In Development	63	25%	49%
2) Adopted Common Practice	62	48%	48%
0) Not Practiced	4	0%	3%
Category Total	129	73%	100%

Out of the nearly 130 elements (or subcategories) within the Audit, the majority (63 elements or 49%) ranked “1) In Development” followed by 62 (48%) elements ranked as “2) Adopted Common Practice”. Most of the elements given the “In Development” ranking was a result of the outcomes from the Urban Forestry Management Plan or the strategic actions within the Plan to be implemented. As the Plan is being implemented, the status or score of the categories within the audit should change.



Conclusion

Trees are an integral part of the community and the ecological systems in which they exist. They provide significant economic, social, and ecological benefits, such as carbon sequestration, reduction of urban heat islands, energy savings, reduction of stormwater runoff, improvement of water quality, enhancement of human health and wellness, and increase the value of properties. Planting and maintaining trees help Fayetteville become more sustainable and reduce the negative impacts on the ecosystem from urban development. Trees are as necessary as water, infrastructure, and energy to sustain healthy communities. The health of the urban forest is directly linked to the health of the region.

The Urban Forestry Management Plan is a roadmap for a strategic approach to manage Fayetteville's urban forest. The Plan contains goals and supporting actions that are critical to the long-term vitality of the forest. However, in order for the Plan to actually have an impact on the forest resource, it requires stewardship and financial resources to begin implementation. Further, it needs to be institutionalized as a document requiring implementation with a sense of urgency to get things started. Completion of the Urban Forestry Management Plan clearly demonstrates that City leadership understands that a healthy urban forest is critical to guaranteeing the long-term health and vitality of the community, and that it is not a luxury but an absolute necessity.

In order to accomplish the goals, the City should consider the following commitments:

- ❖ Recognize that the trees of the urban forest are more than aesthetic enhancements.
- ❖ Recognize trees as the backbone of the urban ecosystem and an essential part of the community's green infrastructure.
- ❖ Promote the health and growth of the urban forest by following scientifically established best management practices for tree selection, planting, watering, and pruning.
- ❖ Promote a robust urban forest through policies and practices that reduce its vulnerability to known diseases or pest infestations, and future threats, including the anticipated effects of climate change.
- ❖ Engage in a continuous process of long-range planning for the growth and maintenance of the urban forest.
- ❖ Promote public appreciation of the urban forest through educational outreach programs.
- ❖ Support local businesses, institutions, organizations, and individuals in their efforts to grow and maintain the urban forest through community education.
- ❖ Proceed in a manner that is inclusive and transparent.

Successful implementation of actions in this Plan will bring Fayetteville to a higher level of service that is more equitably distributed across the City resulting in a sustainable and thriving urban forest that benefits all residents and future generations—ultimately achieving the Plan vision: *Healthy Trees, Healthy City: Our vision for Fayetteville's urban forest is to cultivate a thriving, diverse, and well-maintained tree canopy that enhances the livability, health, and sustainability of our community for current and future generations.*



Appendices and References

APPENDIX A. CANOPY GOALS AND PLANTING TARGETS

Canopy Goal Assumptions

Data from Fayetteville's tree canopy cover assessments (2019) and the American Forests Tree Equity Score (TES) tool was analyzed to identify a feasible canopy goal and to develop strategies to achieve it. The draft canopy goal was then refined through examinations of available land area, available resources, other ongoing city priorities, future land use, land ownership types, opportunities to mitigate urban heat, preservation of native prairie land, among other considerations.

Using this integrated approach, the City of Fayetteville's ambitious and achievable goal is **44.4% tree canopy in 30 years**— up from 39.4% based on 2019 imagery. To achieve this, **the City and partners must preserve the existing canopy to the extent possible and increase its coverage by planting a total of 91,000 trees**. These new trees would collectively grow the canopy throughout the City to an area equivalent to over 1,600 professional football fields and would provide **additional ecosystem benefits in the amount of approximately \$1.7 million annually** once established. In addition, the **91,000 trees would sequester a total of 13.6 million pounds of carbon annually**.

- ❖ Existing tree canopy cover is based on imagery from 2019 with 2023 as the starting year.
- ❖ A no-net-loss strategy is sought, meaning the number of public trees removed along with removals on private property or through development are replaced.
- ❖ Trees that grow into large canopy trees are planted wherever feasible. In the 30-year timeframe though, it is assumed that overall, 60% of plantings will be large canopy trees at maturity, 30% of trees planted will be medium trees, and 10% will consist of small-statured trees at maturity. But, in the first 10 years, 20% of annual tree plantings could be two-inch caliper trees and the remaining 80% could be smaller plantings or seedlings if a plan is in place for post-planting care to ensure survival.
- ❖ The number of trees per year includes City-led, partner, volunteer, and private tree plantings. It is recommended the **City plant 50% of the necessary trees or approximately 925 trees per year** for 10 years.
- ❖ The City will need to plant public street planting sites and consider converting impervious surfaces to planting sites and/or planting in parks and natural areas.
- ❖ Assumes a potential for young tree mortality post-planting (the standard is 1%).
- ❖ \$408 per tree is the average cost for contracted tree planting.
- ❖ Emphasis should be placed on planting native and highly adaptable trees that support strategies for climate resiliency and tree species diversity.

Priority Planting Areas to Achieve Canopy Goals and Tree Equity

Once the City finalizes local and citywide tree canopy goals, it is recommended to establish priority areas based on a variety of themes and community needs. Themes may include ownership type (public and private), areas of low existing tree canopy, Tree Equity Scores (TreeEquityScore.org), and greatest amount of available planting space while other themes may address air quality, stormwater reduction, water quality, and preserving native land cover (e.g., native prairie land). Others may evaluate opportunities to address disadvantaged areas, densely populated regions, loss due to development, and human health factors such as asthma cases, median age, and mental health. In any planting prioritization scenario, the scale may include U.S. Census Bureau Census Block Groups, Future Land Use Classes, neighborhoods, ownership (public, private, campus and institutional), and citywide.

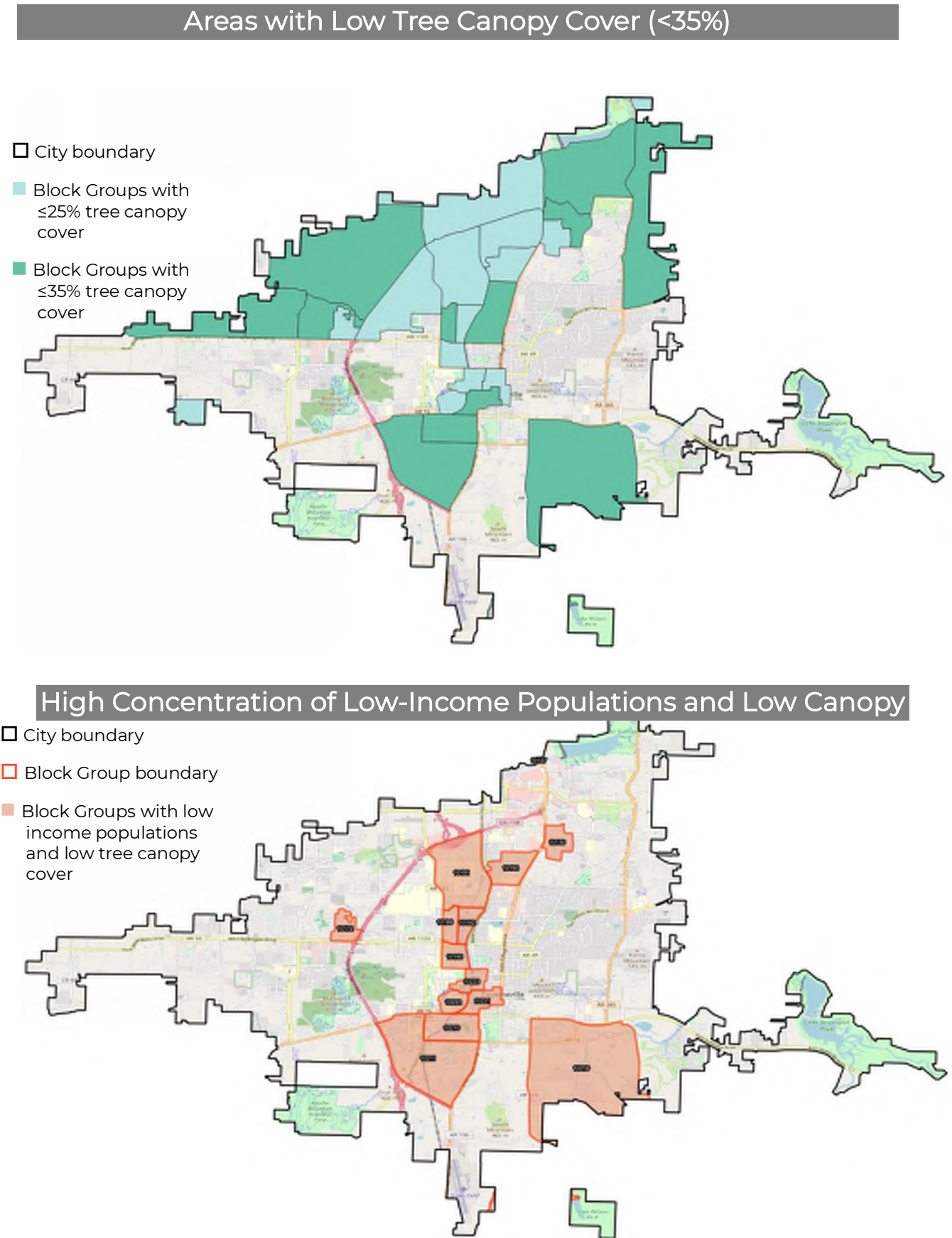
Using the results from the 2019 Urban Tree Canopy Assessment and an analysis of canopy change over four time periods and analyses in a Geographic Information System (GIS), a series of recommended prioritization techniques is provided. The description of the prioritization techniques and scenarios is provided below followed by a series of corresponding priority maps.

- ❖ **Low Tree Canopy:** It is important to understand the existing distribution of existing tree canopy across the City. This scenario shows Census Block Groups (CBGs) that are low in canopy cover (less than 35% canopy cover).
- ❖ **Low Income and Tree Canopy:** This scenario shows the CBGs with a high proportion of low-income populations and low amounts of tree canopy cover (less than 35%).
- ❖ **Vulnerable and Exclusion Areas:** Certain areas of the City may not be preferable to plant trees such as in native prairie land. Other areas are outside of the City's jurisdiction such as the University of Arkansas. And other areas such as easements have tree canopy that is vulnerable to change such as the removal of trees for a utility easement.
- ❖ **Development and Future Land Use:** With robust tree regulations in place, tree plantings in future land use areas can be considered to support a citywide canopy goal.
- ❖ **Tree Equity:** The American Forests' Tree Equity Score tool evaluates the correlation between tree canopy cover, surface temperatures, and socioeconomic data. Priority areas may include CBGs that have less than the citywide score of 87 out of 100.
- ❖ **Percent People of Color:** Redressing tree canopy cover inequities requires multiple facets of urban forest management though identifying canopy cover and the proportion of people of color within CBGs can assist in determining priority areas for plantings.
- ❖ **Average Surface Temperature:** Trees and green spaces have been proven to lower surface temperatures and mitigate urban heat island effects. Data from USGS Landsat 8 imagery, thermal bands.
- ❖ **Health Risk Index:** Research shows trees can improve human health through air quality improvements and encouraging physical activity. Priority areas are based on self-reported poor mental health, poor physical health, asthma, and coronary heart disease from the Centers for Disease Control.

View the maps on the following pages for examples of the listed planting priority techniques.

Priority Planting Maps by Theme

Figure 50. Priority planting maps by planting theme.



Vulnerable and Exclusion Areas

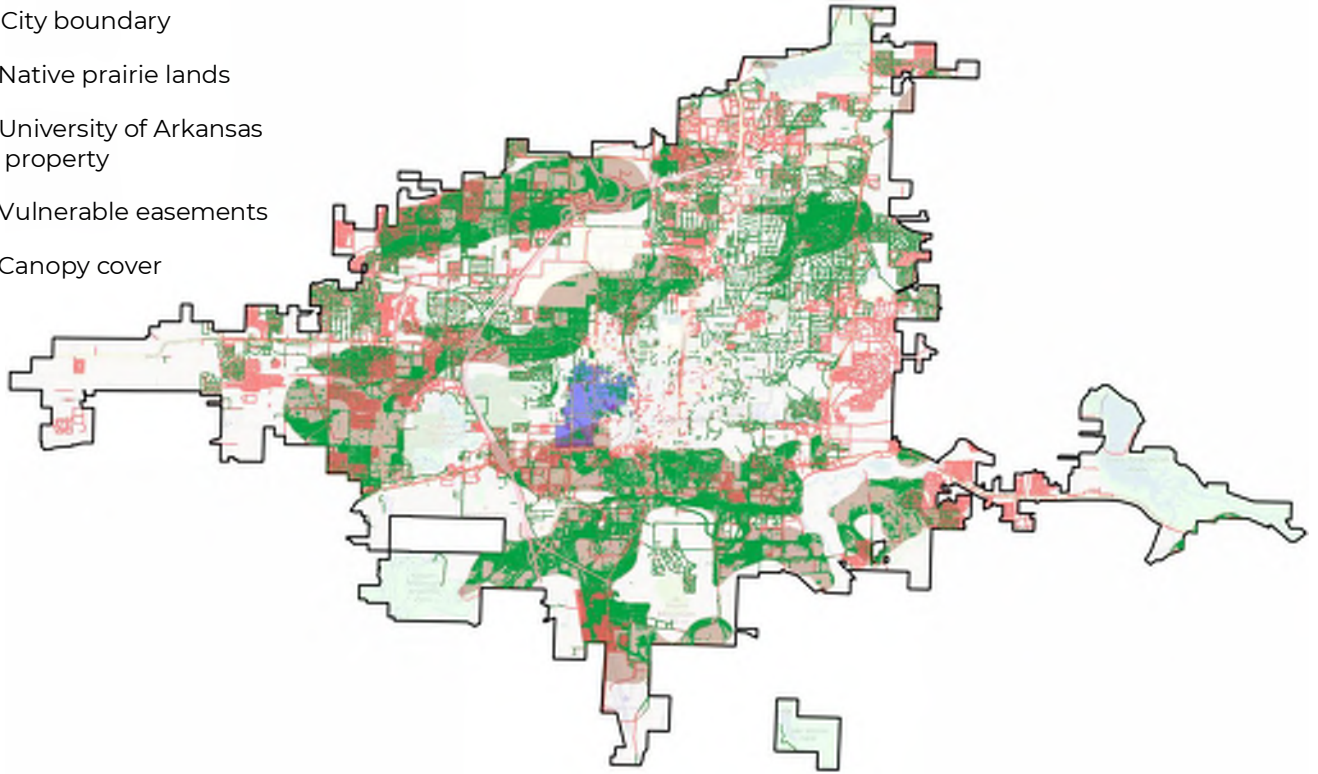
□ City boundary

■ Native prairie lands

■ University of Arkansas property

■ Vulnerable easements

■ Canopy cover



Development and Future Land Use Impacts

□ City boundary

■ Civic Institutional

■ City Neighborhood

■ Residential Neighborhood

■ Rural Residential

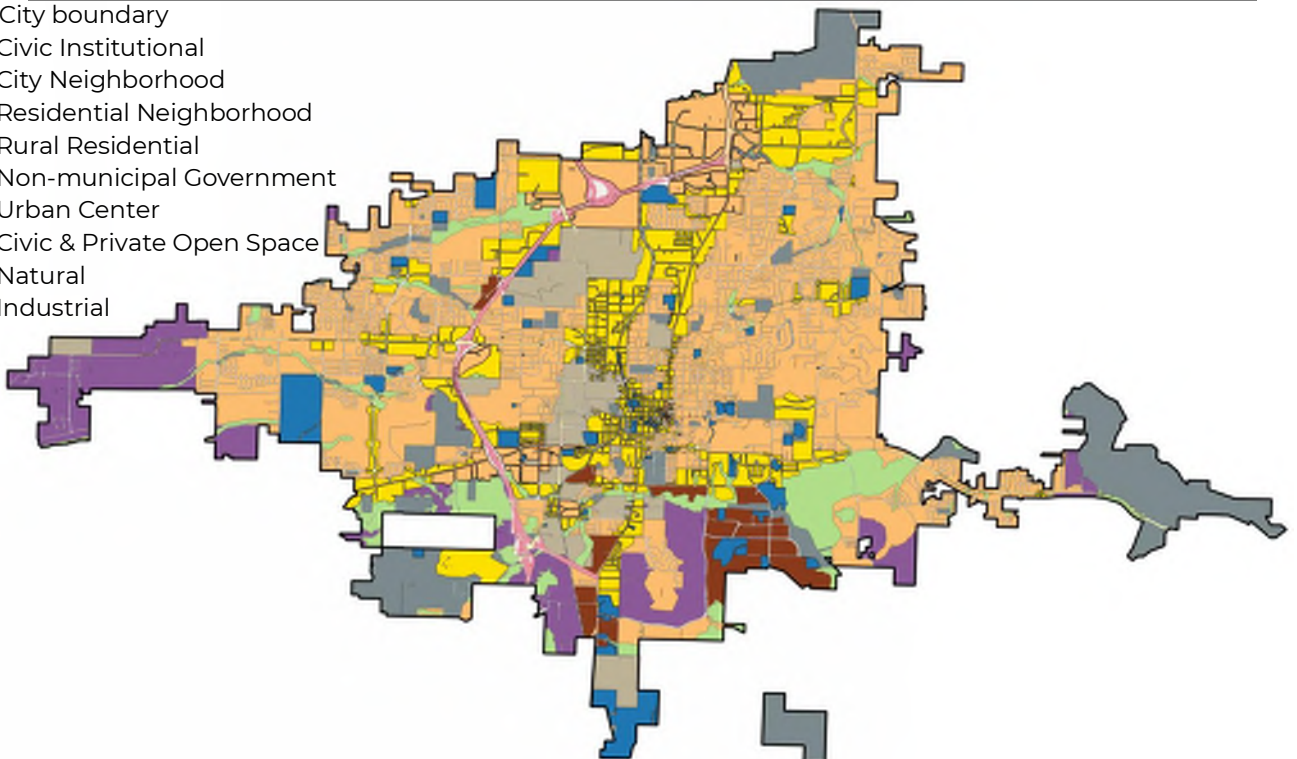
■ Non-municipal Government

■ Urban Center

■ Civic & Private Open Space

■ Natural

■ Industrial

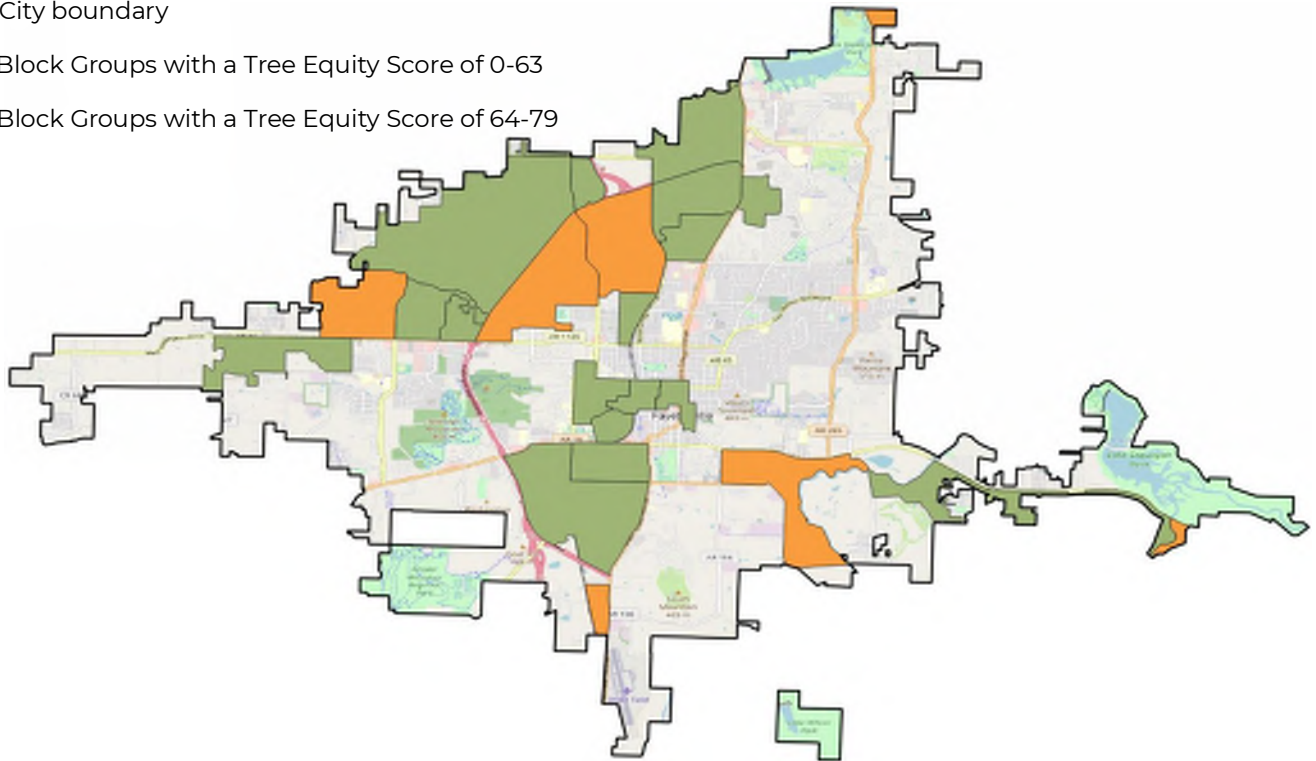


Areas with Tree Equity Scores Less Than 80 out of 100

□ City boundary

■ Block Groups with a Tree Equity Score of 0-63

■ Block Groups with a Tree Equity Score of 64-79



Census Block Groups with High Concentrations of People of Color

□ City boundary

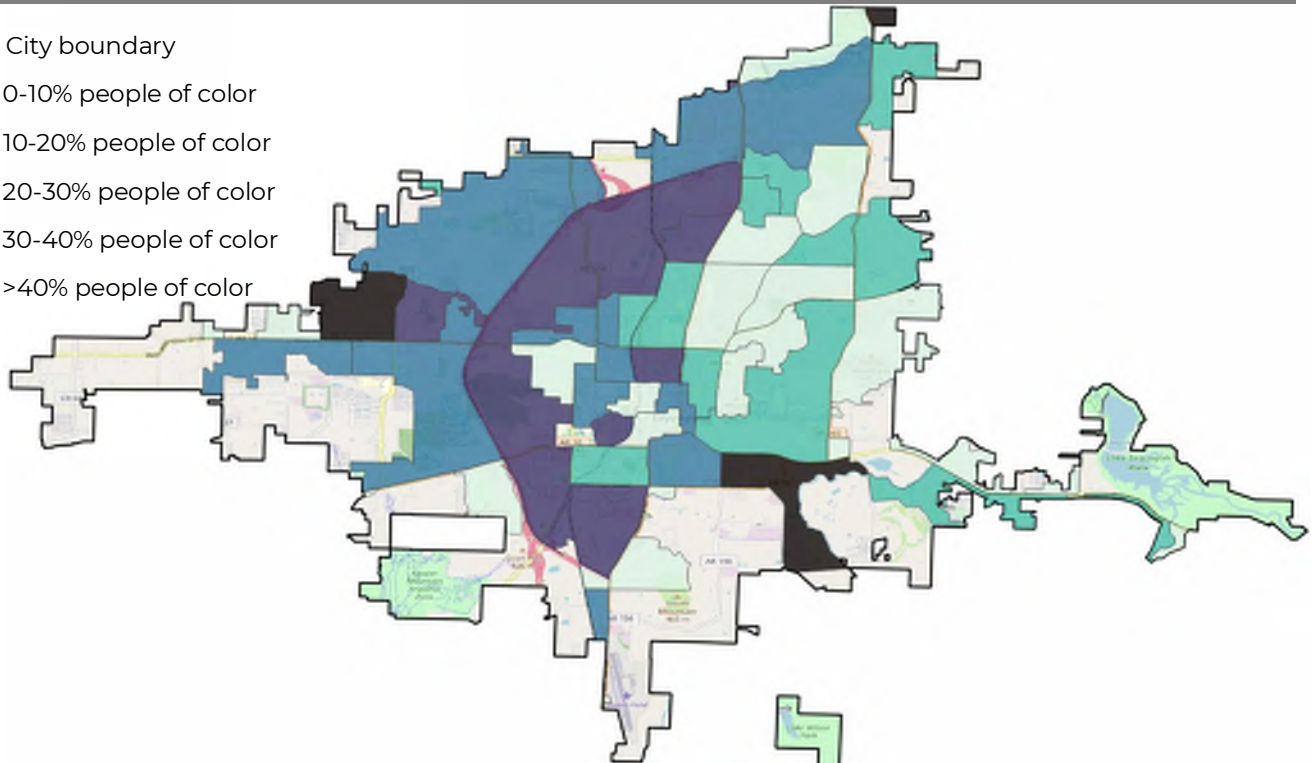
■ 0-10% people of color

■ 10-20% people of color

■ 20-30% people of color

■ 30-40% people of color

■ >40% people of color



Areas with Higher than Average Surface Temperature

□ City boundary

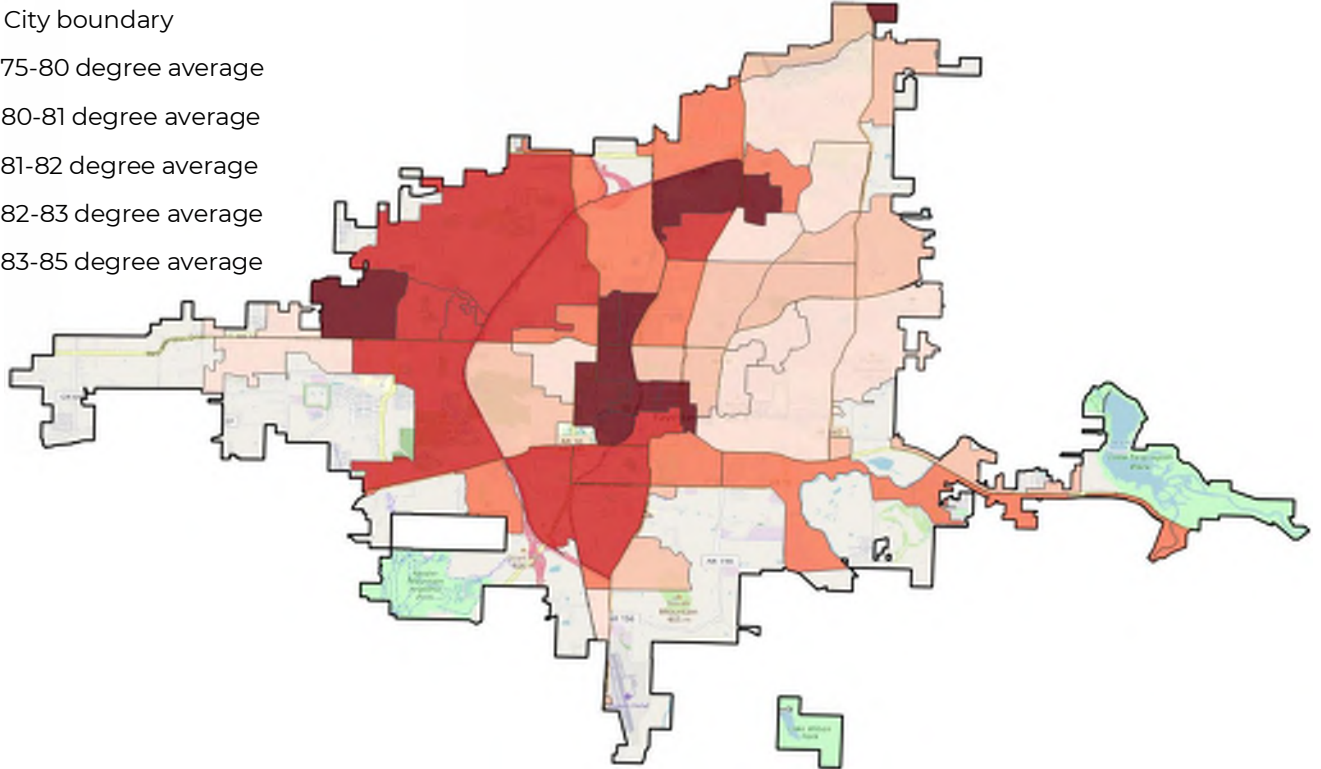
75-80 degree average

80-81 degree average

81-82 degree average

82-83 degree average

83-85 degree average



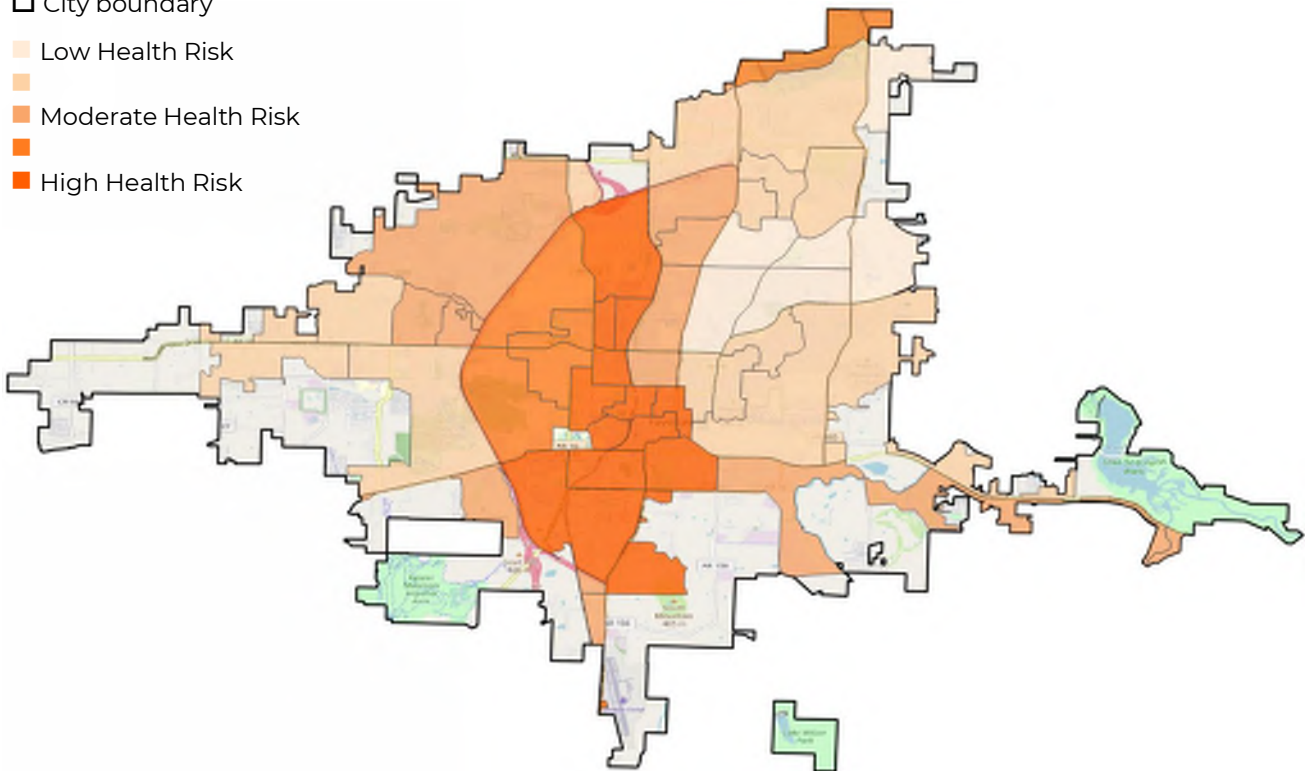
Health Risk Index Based on the Centers for Disease Control

□ City boundary

Low Health Risk

Moderate Health Risk

High Health Risk



APPENDIX B. 2023 URBAN FOREST AUDIT RESULTS

Urban Forest Audit Scoring Key

Not Practiced (0)	In Development (1)	Adopted Practice (2)
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Table 21. Results of the 2023 Urban Forest Audit.

Management Policy

Category	Component Evaluated	Description or Criteria for Evaluation
1.00	Approved Policy Statements	Written policy statements approved by a governing body.
1.01	Climate Change (Sustainability)	Also referred to as Sustainability. With reference to urban trees. Addresses the long-term health and productivity of the natural resource.
1.02	No Net Loss	Can refer to trees, basal area, or canopy.
1.03	Risk Management	Should reference: ANSI A300 Part 9, ISA BMP, and prioritization funding mechanisms.
1.04	Tree Canopy Goals	Overall community/campus goal, or by designated "zone".
1.05	Tree Protection	Construction and/or landscape maintenance.
1.06	Utility	Utility pruning, planting, and installation policy (e.g. boring vs. trenching).
1.07	Human Health – Physical & Psychological	Recognizes and addresses the human health benefits of the natural resource (e.g., exercise, air quality, stress management, shade). Could also include Urban Heat Island (UHI) policies.
1.08	Wildlife Diversity/Habitat/Protection	Mammals, birds, or reptiles.
1.09	Performance Monitoring	Recognizes the annual or biennial calculation of metrics (e.g. some component of ecosystem services) for the purpose of tracking management performance.
1.10	Ordinance (Private)	Tree protection and management for trees on private property.
1.11	Ordinance (Public)	Tree protection and management for public trees.
1.12	Development Standards	US Green Building Council's LEED® rating systems (or similar internationally) LEED v4 BD+C (Sustainable Sites) LEED 4 ND (Neighborhood Pattern & Design, Green Infrastructure) ASLA's SITES® Rating System
1.13	High-Conservation Value Forests	Programs or policies for identification, acquisition, and/or protection of groups of trees or forests that provide unique public benefits.
1.14	Urban Interface (WUI)	Programs or policies that improve management of the urban interface for fire and/or invasive species.

Capacity and Training

Category	Component Evaluated	Description or Criteria for Evaluation
2.00	Professional Management	Provision for professional consultation.
2.01	Certified Arborist - Staff	International Society of Arboriculture
2.02	Certified Arborist - Contracted	International Society of Arboriculture
2.03	Certified Arborist - Other Resource	International Society of Arboriculture
2.04	Other Professional - Advising/directing UF management	This could be a professional in an allied field like Landscape Architecture.
2.05	Municipal Forestry Institute	Graduate of Society of Municipal Arborist's MFI program or similar
2.06	USFS Urban Forestry Institute or similar	Attendance at USFS UFI or similar
2.07	Campus/city arborist – ISA CA instructor for CEUs	Arborist routinely provides ISA CEU presentations/workshops.
2.08	Tree Board University or similar	On-line training modules from Oregon U&CF for Tree Board/Advisory Council or similar
2.09	Organizational Communications	Process, procedures, and protocol for cross-professional communications within the organization (all departments "touching" trees).

Funding and Accounting

Category	Component Evaluated	Description or Criteria for Evaluation
3.00	Urban Forestry Budget	
3.01	Budgeted Annually	Budget authorized/required for tree board, tree maintenance, and/or tree planting.
3.02	Contingency Budget Process	A protocol is in place to prioritize urban forestry management activities during budget shortfalls; e.g. during times of limited funding for: ¹⁾ risk management, ²⁾ young tree care, ³⁾ mulching.
3.03	Funding Calculated from Community Attribute	Budget in terms of per capita, per tree, or for performance (e.g. per tree weighted by size class or age).
3.04	Funding Based on Performance Monitoring	Budget connected with/based on ecosystem service (ES) monitoring and performance.
3.05	Urban Forestry Line Item	Is the budget specific to urban forest management?
3.06	Green Asset Accounting	Maintain green infrastructure data in the “unaudited supplementary disclosure of an entity’s comprehensive annual financial report (CAFR)”. GASB 34 implementation for municipalities.

Authority

Category	Component Evaluated	Description or Criteria for Evaluation
4.00	Authority	
4.01	Urban Forest Manager	Professional urban forest manager with authority over the program and day-to-day activity. Including designated budget line item.
4.02	Staff Authority	Designated staff with authority over the program and day-to-day activity. Including designated line item.
4.03	Communication Protocol	Established protocol and mechanism(s) for communication among all members of the urban forest management “community” in your municipality or organization (e.g. manager, department under control, advisory board, finance, field operations, public, NGOs, business community, developers).
4.04	Tree Board, Commission, or Advisory Council	Establishes a board for public participation (advisory or with authority).

Tree-related Inventories

Category	Component Evaluated	Description or Criteria for Evaluation
5.00	Inventories and Assessments	
5.01	Canopy Inventory (UTC)	Periodic (≤ 5 year) canopy inventory and assessment. Public & private.
5.02	Ecosystem Services	Recent (≤ 5 year) ecosystem services (ES) inventory & assessment? Public: 100% or street trees; Public & Private: Sample; or Campus. Or, are ES calculated annually or biennially based on partial re-inventory and projected growth as a monitoring tool.
5.03	Public Trees ↓	↓ Evaluate below ↓
5.04	Street Trees	Is there a recent (5 year) inventory?
5.05	Parks/Riparian Areas	Is there a recent (5 year) inventory?
5.06	Other Public Trees	Public facility landscaped areas, Industrial parks, green space.
5.07	Continuous inventory on a cycle (≤ 5 years; i.e. panel)	Partial re-inventory to support continuous forest inventory, growth projections, and the calculation of ecosystem services for the purpose of long-term monitoring of urban forest management performance (e.g. carbon or leaf surface).
5.08	Private Trees ↓	↓ Evaluate below ↓
5.09	Campus (Educational)	Is there a recent (5 year) inventory?
5.10	Corporate	Is there a recent (5 year) inventory?
5.11	Other Private Property	Is there a recent (5 year) inventory?
5.12	Continuous inventory on a cycle (≤ 5 years; i.e. panel), inventory software	Partial re-inventory to support continuous forest inventory, growth projections, and the calculation of ecosystem services for the purpose of long-term monitoring of urban forest management performance (e.g. carbon or leaf surface).
5.13	Green Stormwater Infrastructure (GSI)	BMP stormwater mitigation practices and locations (e.g. Washington DC)
5.14	Spatial	Inventory data includes Lat/Long (i.e. GIS). Should address the spatial relationship between the natural resource and people (i.e. residents, visitors, activities) that would help manage the resource for benefits associated with proximity (air quality, recreation, stress mitigation, improved educational opportunity).
5.15	Maintenance and Planting Records Maintained	Planting details (nursery, species, size, cost, contractor, etc.) maintained with inventory or as separate database or recordkeeping system. Also pruning and removal histories.

Tree-related Plans

Category	Component Evaluated	Description or Criteria for Evaluation
6.00	Management Planning Activities	
6.01	Annual Maintenance Calendar	An annual calendar that defines typical activity by season. To support scheduling.
6.02	Public Trees ↓	↓ Evaluate below ↓
6.03	Street Tree Management	Is there a recent (5 year) plan for street trees?
6.04	Parks/Riparian Area Management	Is there a recent (5 year) plan ?
6.05	Other Public Trees	Public facility landscaped areas, Industrial parks, green space.
6.06	Private Trees ↓	↓ Evaluate below ↓
6.07	Campus (Educational)	Is there a recent (5 year) plan for Campus trees?
6.08	Corporate	Is there a recent (5 year) plan?
6.09	Other Private Property	Is there a recent (5 year) plan?
6.10	Green Infrastructure	Is there a plan for green infrastructure (i.e. nodes & linkages)? Large-scale projects.
6.11	Other Written Plans	Other natural resource plans (e.g. tree canopy). May be a component of another plan.
6.12	Tree Planting	Is there a recent (3 year) tree planting plan?). May be a component of another plan.
6.13	UF as Part of a Comprehensive Plan	Is any UF management plan referenced in the comprehensive plan (i.e. county or municipality) or master plan (i.e. Campus)?
6.14	Urban Forest Planning and Management Criteria and Performance Indicators	Criteria and indicators based on <i>A Model of Urban Forest Sustainability</i> (Clark, J.R., Matheny, N.P., Cross, G., and Wake, V. 1997 Journal of Arboriculture.) or on work of W.A. Kenney, P.J.E. van Wassenae, and A.L. Satel in <i>Criteria and indicators for strategic urban forest planning and management</i> . (2011)

Risk Management

Category	Component Evaluated	Description or Criteria for Evaluation
7.00	Risk Management Activities	
7.01	TRAQ Attained	At least one staff or consultant is TRAQ.
7.02	Annual Level 1 (ANSI A300 Part 9 & ISA BMP)	All trees in high occupancy areas visited annually.
7.03	Mitigation Prioritization	A protocol for prioritizing mitigation following Level 1 and Level 2 assessments. Reflects the controlling agency's threshold for risk.
7.04	Occupancy Areas Mapped	Has TRAQ staff/consultant discussed/mapped occupancy levels with controlling authority?
7.05	Recordkeeping, Reporting, and Communications	A process has been put in place to maintain records on requests, inspections, evaluations, and mitigation of risk; and on the communications among the managers related to those risk assessments.
7.06	Standard of Care Adopted	Controlling authority has adopted a Standard of Care (SOC) or risk management policy.
7.07	Tree Risk Specification	Is there a written specification that meets requirements of ANSI A300 (Part 9)? And, has it been discussed with the controlling authority with relevance to the controlling authority's threshold for acceptable risk?
7.08	Urban Tree Risk Management	The community has prepared and follows a comprehensive program for urban tree risk management.
7.09	Invasive Management	Plan to address and manage invasive: plants, insects, and disease.

Disaster Planning

Category	Component Evaluated	Description or Criteria for Evaluation
8.00	Disaster Planning Activities	
8.01	Response/Recovery Mechanism	Staff knowledge of the municipality's protocol for requesting disaster resources through the county or state with access to mutual aid and EMAC.
8.02	Urban Forestry as part of the County Disaster Plan	The UF plan (8.3) is incorporated into the county/municipal disaster plan; specifically in reference to debris management and risk mitigation.
8.03	Urban Forestry Disaster Plan	A separate/specific plan within the urban forestry management program (i.e. who to call, priorities).
8.04	Pre-disaster Contracts	Contracts are in place for critical needs.
8.05	Mitigation Plan	A mitigation plan has been developed for pre-disaster, recovery, and post-disaster.
8.06	EMAC Mission Ready Packages (MRP)	Municipality has published disaster resources with state EM and participates in inter-state Mutual Aid to support Urban Forest Strike Teams (UFST).
8.07	Urban Forest Strike Team	Participation in the UFST project.

Standards and Best Management Practices

Category	Component Evaluated	Description or Criteria for Evaluation
9.00	ANSI Standard & BMP Activities	
9.01	ANSI Standards	Reference and adherence to ANSI Standards for arboricultural practices (A300), safety (Z133), or Nursery Stock (ANSI Z60.1) (any or all).
9.02	Ages/Diameter Distribution	Specific management for the development of an age-diverse tree population
9.03	Arborist Standards	Standards of practice for arborists (i.e. Certification).
9.04	Best Management Practices (BMPs)	Establishes or references tree maintenance BMPs (i.e. written comprehensive standards & standards).
9.05	Fertilization and Mulching	Fertilization or mulching standards required for conserved & planted trees.
9.06	Lightning Protection Systems	BMP written to the ANSI A300 Standard.
9.07	Planting	Planting and transplanting standards required/specified.
9.08	Pruning	Pruning standards required for conserved & planted trees.
9.09	Removal	Infrastructure damage, stump grinding, etc.
9.10	Support Systems (Guying and Bracing)	BMP written to the ANSI A300 Standard.
9.11	Tree Risk	Tree risk assessment procedures; ISA BMP or equivalent.
9.12	Construction Management Standards	Written standards for: tree protection, trenching/boring in CRZs, pre-construction mulching, root or limb pruning, watering (any or all).
9.13	Design Standards	Standards for design that specifically require trees; standards for tree placement (i.e. location), soil treatment, and/or drainage.
9.14	Genus/Species Diversity	Suggests or requires diversity of plant material.
9.15	Green Stormwater Infrastructure (GSI)	BMPs for site level GI practices like rain gardens and swales. Small-scale projects.
9.16	Inventory Data Collection	Community has adopted or developed applicable standards for local urban tree inventory data collection to support QA/QC.
9.17	Minimum Planting Volume	Minimum required root zone volume.

Standards and Best Management Practices (continued)

Category	Component Evaluated	Description or Criteria for Evaluation
9.00	ANSI Standard & BMP Activities	
9.18	Minimum Tree Size	Minimum caliper for tree replacements, and/or minimum size of existing trees to receive tree density or canopy credit.
9.19	Root Protection Zone (CRZ)	Defines adequate root protection zone; Critical Root Zone (CRZ).
9.20	Safety	Safety logs, trainings, reference to ANSI Z133 Safety Standard
9.21	Topping	Prohibits topping or other internodal cuts (public & private).
9.22	Tree Species List	Identifies and publishes a list of the most desirable, recommended, and/or preferred species (may include native and non-native species); alternatively, a list of species prohibited.
9.23	Tree Quality Standards	Written standards for tree selection at nursery in addition to Z60.1.
9.24	Utility Right-of-Way (ROW) Management	Requirements for planting, pruning, and/or removal of trees within a utility ROW.
9.25	Urban Agriculture	Enabled urban food forestry practices.
9.26	Wood Utilization	Larger diameter material is processed for wood products.
9.27	Third-party forest products certification compliance	Examples: American Tree Farm System (ATFS), Forest Stewardship Council™ (FSC®).
9.28	Energy generation	Local or regional use of chips or other woody debris for co-generation facilities (an efficient process that uses one fuel to generate two types of energy— electrical and thermal).
9.29	Composting of Leaf and/or Other Woody Debris	Leaves and small woody debris are captured and used on-site or processed by someone by composting for reuse.
9.30	Watering Standards	

Community

Category	Component Evaluated	Description or Criteria for Evaluation
10.00	Activities that Build Community	
10.01	Social Media Website or Similar	Does your community/campus use social media platforms or similar to document and publicize your urban forestry program, activity, or events?
10.02	Education	The urban forest is used as an educational laboratory for class activity; Kids in the Woods, PLT, high school, or college level.
10.03	Private Property Tree Program	Does your community sponsor this program locally?
10.04	Public-facing Tree Inventory and Management Software	Public access to the community tree resource via an on-line mapping program (i.e. any Web Map Service; WMS).
10.05	Public Perception	Is public management consistent with private property requirements for tree protections and care? Does the Campus/public tree management reflect neighborhood norms?
10.06	Recognition Programs	Programs that raise awareness of trees or that use trees to connect the community to significant events or activities.
10.07	Arbor Day Celebration	Whether or not associated with Tree City USA.
10.08	Arboretum designation	Internal or third party arboretum designation.
10.09	Significant trees	For example: size, history.
10.10	Memorial/Honorarium	Tree planting or tree care programs than honor/memorialize individuals, organizations, or events.
10.11	Social Media	Does your community/campus make use of Twitter, Facebook, Blogs for internal or external outreach?
10.12	Active Communications	Press releases, regular news articles (print), "State of the Urban Forest" reports, periodic analysis of threats and opportunities.
10.13	Tree Care	Are volunteers trained and used for basic tree care (e.g. mulching, pruning, planting).
10.14	Tree Campus USA®, Tree City USA®, Tree Line USA®	Community/campus meets current qualifications for any of these programs.
10.15	Volunteer Opportunities	Ad hoc or scheduled. Any/all age groups. Tree Campus USA student activities.

Green Asset Management

Category	Component Evaluated	Description or Criteria for Evaluation
11.00	Observed Outcomes (Activity, Health)	
11.01	Deadwood	Look for evidence of periodic or ad-hoc deadwood removal (i.e. lack of dead limbs $\geq 2''$ in the trees or on the ground).
11.02	Genus Diversity	No genera exceed 20% of population; make specific observations for <i>Acer</i> , <i>Quercus</i> , <i>Fraxinus</i> , <i>Ulmus</i> and other local species of concern.
11.03	Mature Tree Care	Mature trees are retained in the landscape, and are of acceptable risk; i.e. veteran tree management.
11.04	Mulching	Evidence of adequate (i.e. spatial extent, depth, and material) roots zone mulching for all age classes.
11.05	Planting Site Volume Optimization	Are species & sites matched for optimization of above ground canopy; right tree in the right spot concept.
11.06	Rooting Volume Optimization	Are species & sites matched for optimization for below ground rooting volume; right tree in the right spot concept.
11.07	Species Diversity	No species/cultivars exceed 10% of population; make specific observations for <i>Acer</i> , <i>Quercus</i> , <i>Fraxinus</i> , <i>Ulmus</i> and other local genera of concern. Also evaluate the role of regionally local native species.
11.08	Soil Compaction	Observe evidence of soil compaction by users or staff during maintenance. Include "desire" lines and construction activity at time of evaluation.
11.09	Tree Health	Rate the overall tree health in all size (age) classes; look for crown dieback, decay, foliage density & color.
11.10	Young Tree Pruning	Look for evidence of periodic (e.g. every 3 years to year 9) structural pruning (e.g. subordination cuts, dominant central leader, co-dominant stems lower than 20').

APPENDIX C. TREE ORDINANCE EVALUATION

The following considerations are provided for [Chapter 167 Tree Preservation and Protection](#) and [Chapter 177 Landscape Regulations](#) of Fayetteville's Code of Ordinances. The evaluation is based on a checklist shown in the table on the following page. Considerations for changes may also pertain to City design standards, protocols, and manuals such as the Fayetteville Tree Preservation and Landscape Manual (referred to as the Tree Manual in this section). Based on this approach, the following summary provides the City with considerations for tree regulation changes in the future.

- ❖ Prior to any significant change(s) to tree ordinances, it is recommended that the City engage with internal and external stakeholders and the general public to gather input and feedback.
- ❖ Include references to the Urban Tree Canopy (UTC) assessments and the amount of tree canopy cover (39.4% based on 2019 imagery) and associated ecosystem benefits. Begin by updating section 167.01 Purpose and section 177.01 Purpose with these references and expand on the purpose to include the benefits of trees in mitigating climate change and other benefits and services not currently listed such as the human health and social benefits.
- ❖ Consider creating a section within Chapter 167 ("Definitions") that specifically defines and clarifies urban forestry-related terms. An example of a clarification could include descriptions and criteria for "significant trees", "priority trees" (listed in section 167.04.E.3), and trees within the "Tree Registry". As an alternative, the definitions could be listed in the Tree Manual and referenced in Chapter 167.
- ❖ Identify changes to resources needed to provide adequate staffing for administration, monitoring, and enforcement of tree-related ordinances. Update Code language accordingly.
- ❖ Consider a more nuanced approach to tree mitigation requirements for private development. For example, large mature and/or specimen trees that are approved for removal should have a greater requirement in terms of mitigation, replacement plantings, and/or fees. Explore mitigation and penalties for the unauthorized removal of private protected trees (Chapter 167) and public trees (Chapter 177). Periodically review and update canopy goal requirements as needed.
- ❖ Gather feedback to determine if any changes are necessary for public and private tree variances to the regulations. Develop incentives and regulations for projects to meet the canopy cover requirements (%s) rather than defaulting to mitigation.
- ❖ During the periodic update to the Tree Manual, review the recommended tree species for planting and revise as needed based on the latest research and goals for tree species diversity. Periodically revisit the invasive plant species list in section 177.09 of Fayetteville's Code of Ordinances and update as needed based on the latest research, presence of species of concern, and the emergence of favorable habitats for new invasives to the region due to changing climates.
- ❖ Clarify roles and responsibilities for public street trees planted as part of private development projects (Chapter 177). Consider updating regulations for public street trees that are not planted as part of private development projects.
- ❖ Clarify regulations for trees in proximity or in conflict with overhead utilities.
- ❖ Review the evaluation table on the following page to finalize a scope of potential changes to tree-related ordinances.

Table 22. Tree ordinance evaluation checklist. Source: PlanIT Geo

Priority Level Key: 1 = High Priority, 3 = Low Priority “–” = adequate regulations in place

Topic	Addressed (X)	Chapter & Section	Comments	Priority Level
Credentials				
Requires certified arborist for paid private tree work	X	167.07		-
Requires certified arborist for public tree work	X	167.07		-
Requires licensing of private tree care firms	X	167.07		-
Defines official authority for public tree management	X	Throughout Ch. 177		-
Public Tree Management and Protection				
Establishes/authorizes Urban Forester to regulate public trees	X	Throughout Ch. 177		-
Establishes/Authorizes City position (e.g., Mayor, City Administrator, DPW Director) to regulate public trees	X	177.02.B	Defines the authority and role of the Urban Forestry Advisory Board	-
Requires annual public tree work plans				2
Identifies formula for determining monetary tree value				1
Establishes responsibility for public tree maintenance (e.g., City, adjacent property owner)	X (Limited)	177.05 177.10	Chapter 177 does not define responsibility beyond those street trees planted as part of private development	1
Requires regular public tree maintenance	X (Limited)	177.10	Provided only for street trees planted as part of private development (3 years)	1
Requires particular types of maintenance (e.g., pruning)	X	167.06.A		-
Requires adherence to ANSI A300 standards and best management practices	X	167.06.A		-
Establishes permit system for work on public trees				3
Establishes provisions for penalties for non-compliance				2

Topic	Addressed (X)	Chapter & Section	Comments	Priority Level
Public Tree Management and Protection (continued)				
Restricts public tree removal	X	167.06.C		-
Permit or approval required for tree removal, pruning or excavating near public trees				1
Prohibits damage to public trees (e.g., attaching ropes, signs, wires, chemicals, storing materials, excavation etc.)	X	177.01 167.06.D	"Damage" should be defined and prohibited rather than "remove and replace damaged landscape"	-
Restricts burning of solid wood waste				3
Establishes a wood utilization program				2
Establishes an insect/disease control strategy			Address pests/diseases of concern. Consider ability to remove diseased trees on private property if a hazard	1
Defines tree maintenance requirements on public property	X (Limited)	177.10	Only applies to street trees as part of private development	1
Prohibits tree topping	X	167.06.E		-
Regulates abatement of hazardous or public nuisance trees	X	167.08		-
Regulates removal of dead or diseased trees	X	167.08		-
Tree Fund	X (Limited)	177.10.A.5.b	Only applies to street trees as part of private development. Consider adjusting \$250 fee-in-lieu and \$425 3-year maintenance fees to align with industry and comparable cities' rates	1
Public Tree Planting				
Regulates tree species which may or may not be planted on private property (approved tree list)	X	167.04.I.6	Update periodically based on research and trends	-
Requires replacement of removed publicly owned trees	X (Limited)	177.01	Only applies to private development street trees	2
Regulates tree species which may or may not be planted on public property (approved tree list)	X	177.09 167.06	Revisit species list periodically and update as needed	-
Requires post-planting care for tree survival and establishment	X (Limited)	177.10 167.10	Should apply to all street trees not just street trees from development	3

Topic	Addressed (X)	Chapter & Section	Comments	Priority Level
Private Tree Protection and Preservation				
Requires tree planting around reconstructed parking lots	X	177, 167.04 Ch. 167 Table 1		-
Requires tree plantings around new parking lots	X	167.04 Ch. 167 Table 1	Required for lots with 5 or more spaces	-
Requires tree plantings around new developments	X	167.04.I.4 Ch. 167 Table 1	Plantings are regulated in terms of canopy retention and high or low priority canopy	-
Restricts tree removal on private property	X (Limited)	167.04.L.3	Consider fees / fines for violation(s). Only restricted in tree preservation easements	-
Permit or approval required for tree removal on private property	X (Limited)	167.04	Only restricted in tree preservation easements	-
Requires preservation of trees during development on private property	X	167.04	Mitigation is an option and should be a last resort to preservation	-
Prohibits damage to preserved/protected trees	X	167.05		-
Prohibits damage or removal of trees on another person's property	X (Limited)	167.05	Mitigation is the only penalty though. Consider changes	3
Inventory of trees on site required	X	167.04	Requires a preservation plan	-
Identification of forests/woodlands required	X	167.04		-
Specific species and/or size of trees regulated (e.g., heritage/significant trees)	X (Limited)	167.04.E	Revisit periodically to determine if sizes reflect species significance and value. Needs more protection in Code	2
Location of Critical Root Zone/Dripline required	X	167.05	Specification provided in Tree Preservation and Landscape Manual	-
Minimum canopy coverage requirement set	X	167.04.C	Table 1 Consider updating canopy requirements using the canopy assessment data and canopy goals as needed	-

Topic	Addressed (X)	Chapter & Section	Comments	Priority Level
Private Tree Protection and Preservation (continued)				
Identification of riparian buffers, natural areas, preservation zones	X	167.04.E.2		-
Tree protection/preservation plan required	X	167.04		-
Identification of prohibited activities in dripline/critical root zone	X	167.05	Also in Tree Preservation and Landscape Manual	-
Tree protection fencing required	X	167.04.H.2 167.04.H.3 167.05.B	Chain link or orange fence required	-
Location/type of other tree protection measures (e.g., root pruning, aeration, vertical mulching, trunk/soil protection, irrigation,) on development plans (e.g., site plans, construction plans, etc.)	X	167.04.H.2 167.04.H.3 167.05.B		-
Provide incentives for tree preservation	X (Limited)	167.04.I 167.04.J	On- and off-site mitigation offered, fee-in-lieu toward Escrow account. Reevaluate for additional incentives to preserve canopy rather than mitigate. No credits considered	1
Landscape plan with proposed landscaping and mitigation trees to be planted	X	167.04		-
Requires Grading plan to include protected/preserved trees	X	167.04.A.10		-
Utility plan with trees to include protected/preserved trees	X (Limited)	167.06.J	Consider referencing industry standards for utility pruning and to consult with Urban Forester for pruning or removing trees encroaching utilities (above and below ground, including proposed lights)	1

Topic	Addressed (X)	Chapter & Section	Comments	Priority Level
Private Tree Protection and Preservation (continued)				
Tree planting requirements for removal of regulated trees	X	167.04.C	Consider a 2:1 replacement ratio for significant, specimen, special / priority trees or mitigation that is based on the diameter inches of tree(s) removed	-
Fee in Lieu of planting mitigation trees	X	167.04.J.4	Determine if Escrow Account fee per tree required and 3-year maintenance fee is adequate	-
Tree mitigation survival requirements	X	167.10	Binding 3-year maintenance and monitoring plan	-
New tree planting survival requirements	X	167.10	Binding 3-year maintenance and monitoring plan	-
Fine for removal of regulated trees			No penalties, fees, or fines listed. Only tree mitigation (planting) currently	1
Penalties established for damage and removal of preserved/saved trees			No penalties, fees, or fines listed	1
Bonding utilized to discourage tree removals			A tree bond requires a land developer to deposit a certain amount of money with the local authority during development. If the identified tree or trees are not present and healthy after the development, the funds are forfeited.	1
Tree Fund	X	167.04.J.4	City's Tree Escrow	-

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CITY OF FAYETTEVILLE, AR
**URBAN FORESTRY
MANAGEMENT PLAN**
NOVEMBER 2023



CITY OF
FAYETTEVILLE
ARKANSAS



PlanIT Geo[™]
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Source: City of Fayetteville, AR



URBAN FOREST BENCHMARKS

Last Updated: 8/30/2023

A comparison summary of analogous Arkansas Tree City USA cities for the:

City of Fayetteville, AR Urban Forest Management Plan



**CITY OF
FAYETTEVILLE
ARKANSAS**



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BACKGROUND AND OVERVIEW

Background

The purpose of Urban Forest Benchmarking is to understand the level of effort and capacity necessary to satisfy the City's adopted goals, to identify industry trends and best practices, and to ensure urban forest sustainability. Benchmarks help to gauge the City's investment in its urban forest compared to other communities facing similar issues in urban forest management. The results of the benchmarking exercise enable the urban forestry planning consultants to develop realistic strategies and achievable targets that align with comparable communities and industry standards. It will also serve as one platform and tool for monitoring implementation of Fayetteville, AR's Urban Forest Management Plan (in development as of January 2023).

BENCHMARKING DATA SOURCES

Several data sources were reviewed and compiled to evaluate how Fayetteville's urban forest and associated programs compare to industry standards and communities of a similar size or geographic location and how its own operations have changed over time.

Phase I of the benchmarking process uses the Arbor Day Foundation's Tree City USA 2021 dataset and compares statistics provided by the City of Fayetteville and as reported to Arbor Day for Tree City USA accreditation. The dataset includes program metrics for over 3,700 communities and the data is used to identify cities of similar size, location, and program structure that also participate in the Tree City USA program. Using this dataset helps better understand how Fayetteville's urban forestry budget and activities compare to relevant cities. Relevant cities are determined by 1) proximity (within 50 and 100 miles of city center), 2) population size (percent difference and cities with more than 90,000 but less than 200,000 people), and cities outside of these parameters but are areas of interest. The Tree City USA dataset is largely focused on urban forestry budgets, per capita funding information, and volunteer hours. The number of trees planted, removed, and pruned are also summarized.



Phase II of benchmarking involves comparing Fayetteville's urban forestry operations to findings from an in-depth [study](#) conducted by researchers Richard Hauer and Ward Peterson (2014). In this study, researchers interviewed urban forestry programs in various regions across the U.S. and among varying population classes. A total of 670 communities participated in the census. Specific study focus areas include community and staff profiles, funding, tree management policy and planning, volunteers and partnerships, contracting tree care activities, community tree populations, tree operations and management, and assistance programs. Data from this study was compared to data obtained from the City of Fayetteville for the purposes of determining program health as compared to accurate data across a range of scales and locations.



Phase III of benchmarking is comprised of presenting the findings to the City and allowing time for any further data collection or clarifications in order to ensure the highest quality analysis. This phase also includes internal quality controls to ensure data comparisons are as accurate as possible. Information gathered during this process will inform the development of realistic and attainable goals and strategies in the City's Urban Forest Management Plan.

PHASE I BENCHMARKING RESEARCH

Summary of Communities for Benchmarking Research

Understanding the urban forest policies, management approaches, budgets, and programs of comparable communities and nationwide averages provides comparative data to benchmark the City's performance, present and future. While existing tree data describes the current conditions, benchmarks offer guidance to bring Fayetteville's urban forestry policies and practices into alignment with similar-sized cities in Arkansas and nationwide, enhancing urban forest management. A summary of the cities used for benchmarking Fayetteville can be found in (Table 1) below.

COMPARISON CITIES & COMPARISON GROUPS

Table 1. Communities benchmarked for the Fayetteville, AR Urban Forest Management Plan

Comparison Criteria	Community	County	Pop.*	Difference	Distance**
STUDY AREA	Fayetteville	Washington	93,580	0	0.0
AR Cities >25k Pop	Springdale, AR	Washington/Benton	87,609	-5,971	8.9
AR Cities >25k Pop	Rogers, AR	Benton	71,112	-22,468	22.7
AR Cities >25k Pop	Bentonville, AR	Benton	56,734	-36,846	27.0
AR Cities >25k Pop	Bella Vista, AR	Benton	30,808	-62,772	34.8
AR Cities >25k Pop	Fort Smith, AR	Sebastian	89,576	-4,004	58.1
AR Cities >25k Pop	Conway, AR	Faulkner	65,121	-28,459	159.7
AR Cities >25k Pop	Hot Springs, AR	Garland	38,114	-55,466	185.9
AR Cities >25k Pop	N. Little Rock, AR	Pulaski	64,162	-29,418	187.0
City Interest	Lawrence, KS	Douglas	98,193	4,613	267.4
City Interest	Columbia, MO	Boone	126,853	33,273	314.7
Pop. Group Nation	Springfield, MO	Greene	169,724	76,144	150.3
Pop. Group Nation	Topeka, KS	Shawnee	125,963	32,383	293.8
Pop. Group Nation	Norman, OK	Cleveland	128,097	34,517	243.0
Pop. Group Nation	Champaign, IL	Champaign	90,739	-2,841	541.1
Pop. Group Nation	Asheville, NC	Buncombe	93,350	-230	822.2
Pop. Group Nation	Edmond, OK	Oklahoma	93,697	117	211.6
Pop. Group Nation	Reading, PA	Berks	95,112	1,532	1204.6
Pop. Group Nation	Fishers, IN	Hamilton	99,116	5,536	628.7
AVERAGE			90,403	-3,353	297.9

Comparison Criteria	Pop.*	Difference
State Average	22,685	-70,895
Nationwide Average	42,602	-50,878

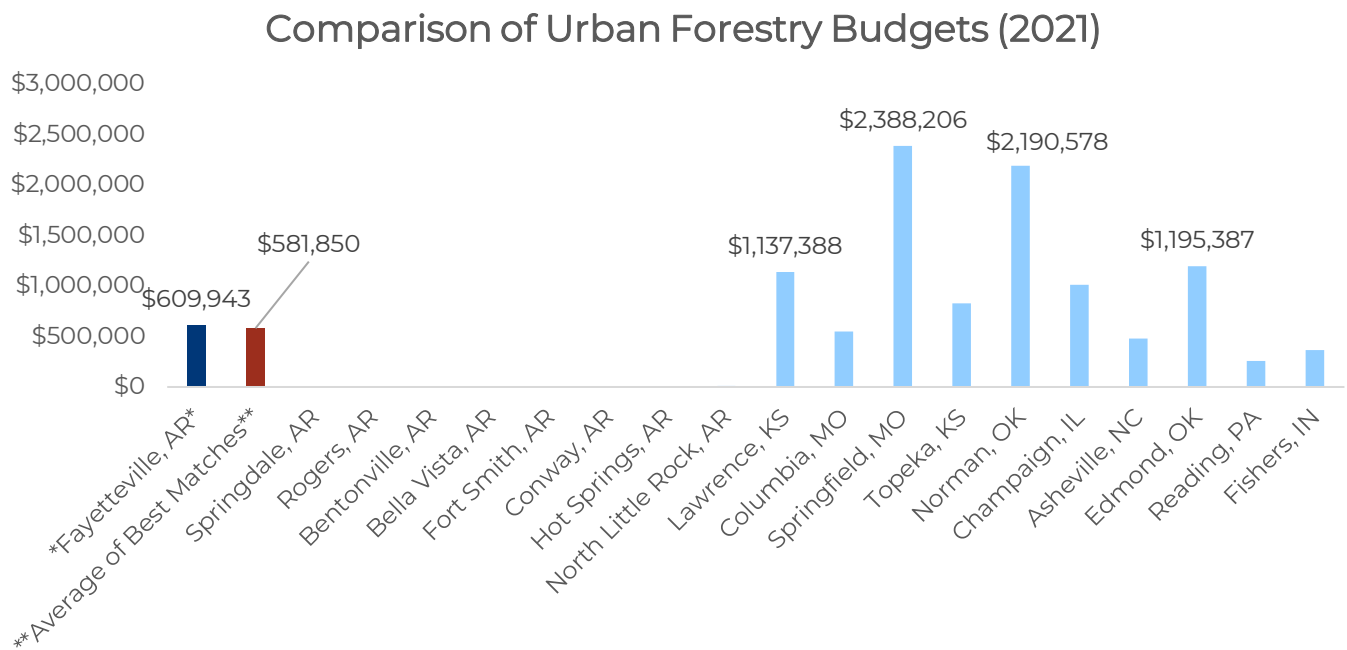
* Population as of 2021 TC USA reporting

** Driving distance from the study area in miles

After the City reviewed the draft list of communities, the list was refined as shown above and the following summaries were updated to serve as the second round of benchmarking.

Phase I Benchmarking Comparison

URBAN FORESTRY BUDGETS (2021)



Comparison of Urban Forestry Budgets to Regional Averages (2021)

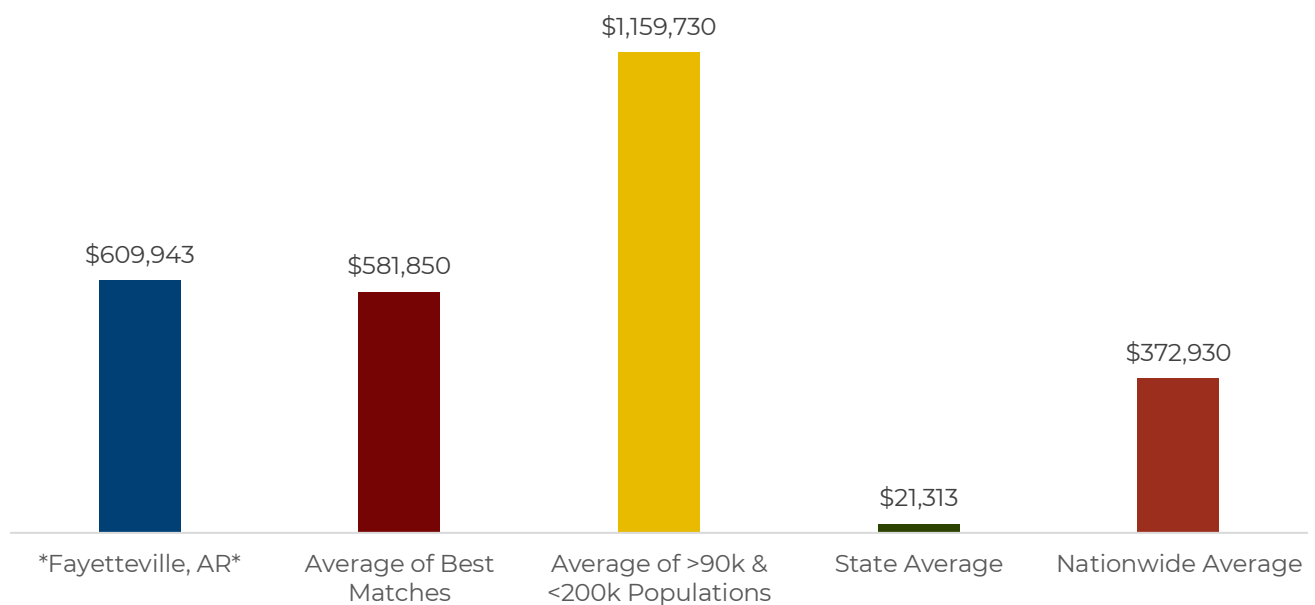
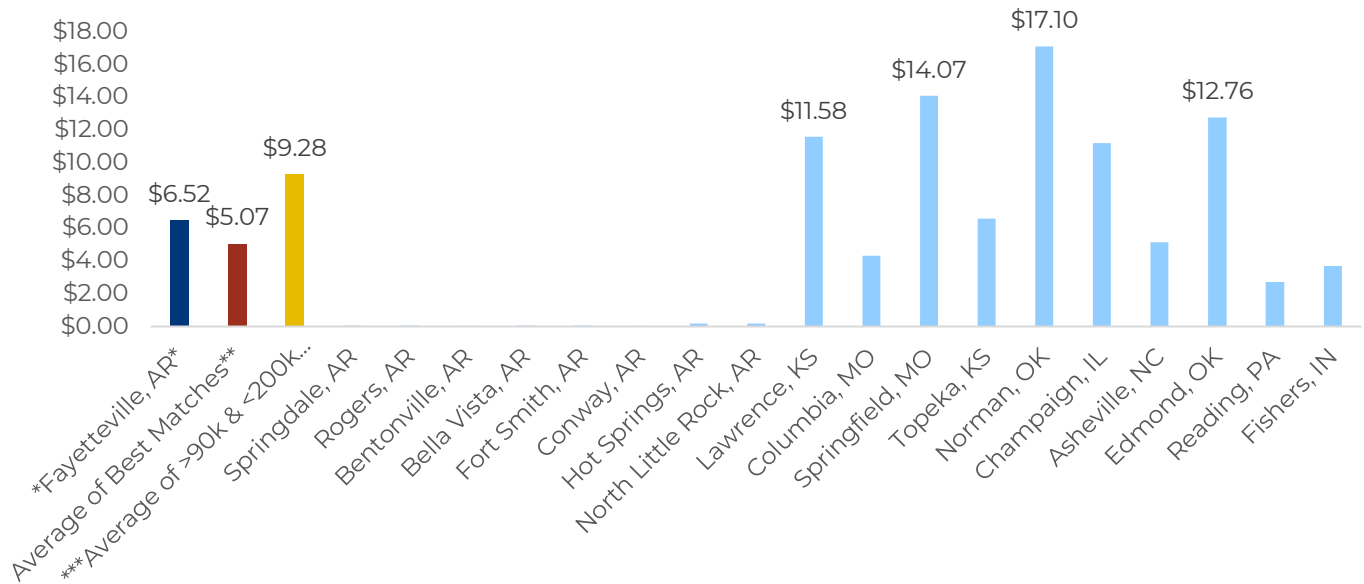


Figure 1. Comparison of urban forestry budgets in 2021

Comparison of Urban Forestry Budgets per Capita (2021)



Comparison of Urban Forestry Budgets per Capita to Regional Averages (2021)

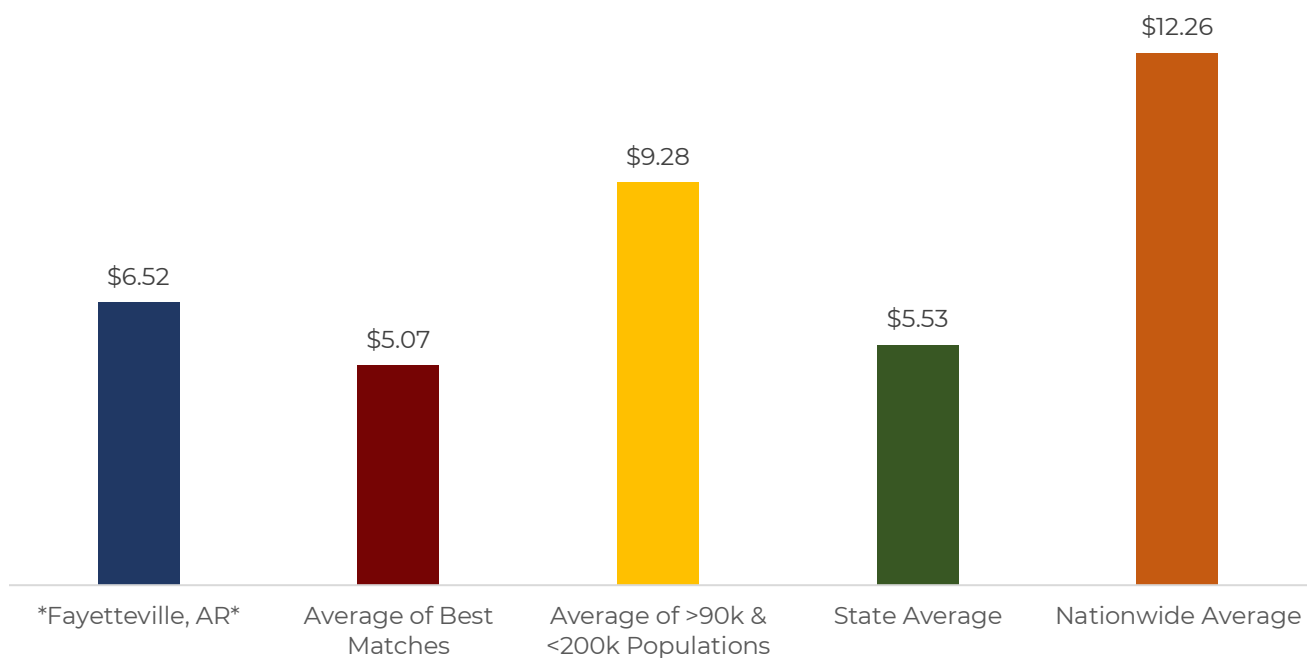
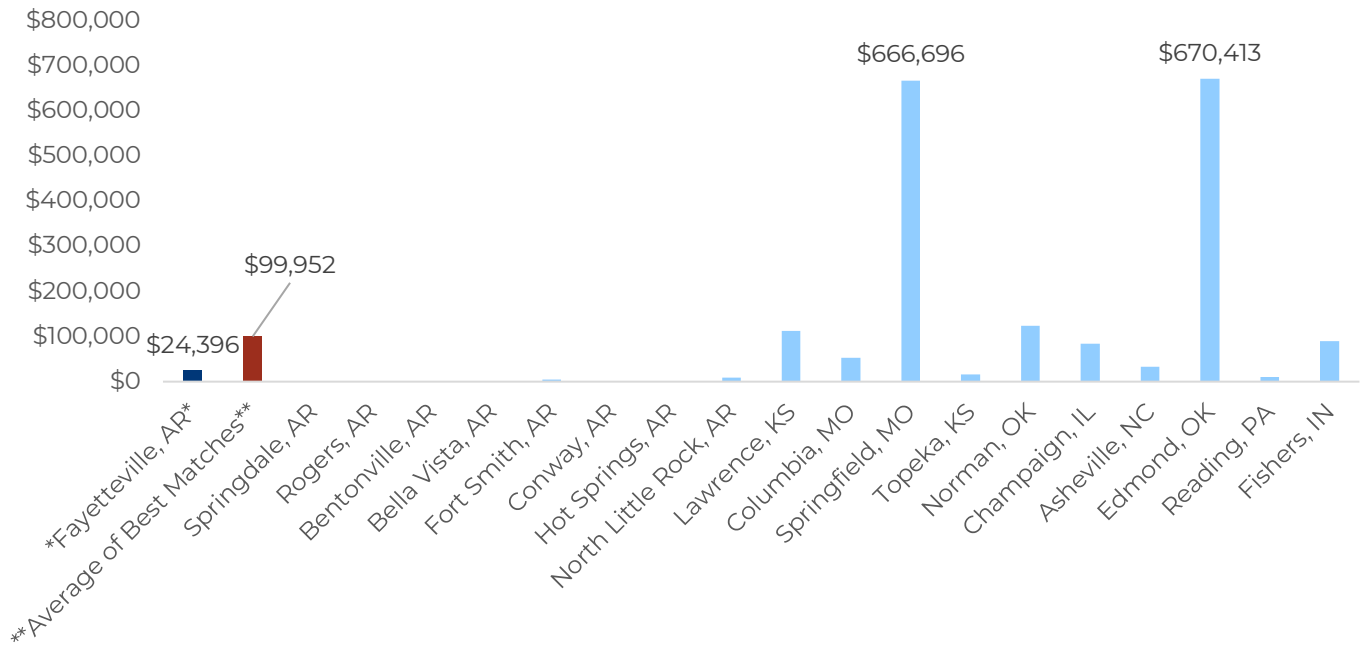


Figure 2. Comparison of urban forestry budgets per capita in 2021

Comparison of Tree Planting and Initial Care Budgets (2021)



Comparison of Tree Planting and Initial Care Budgets to Regional Averages (2021)

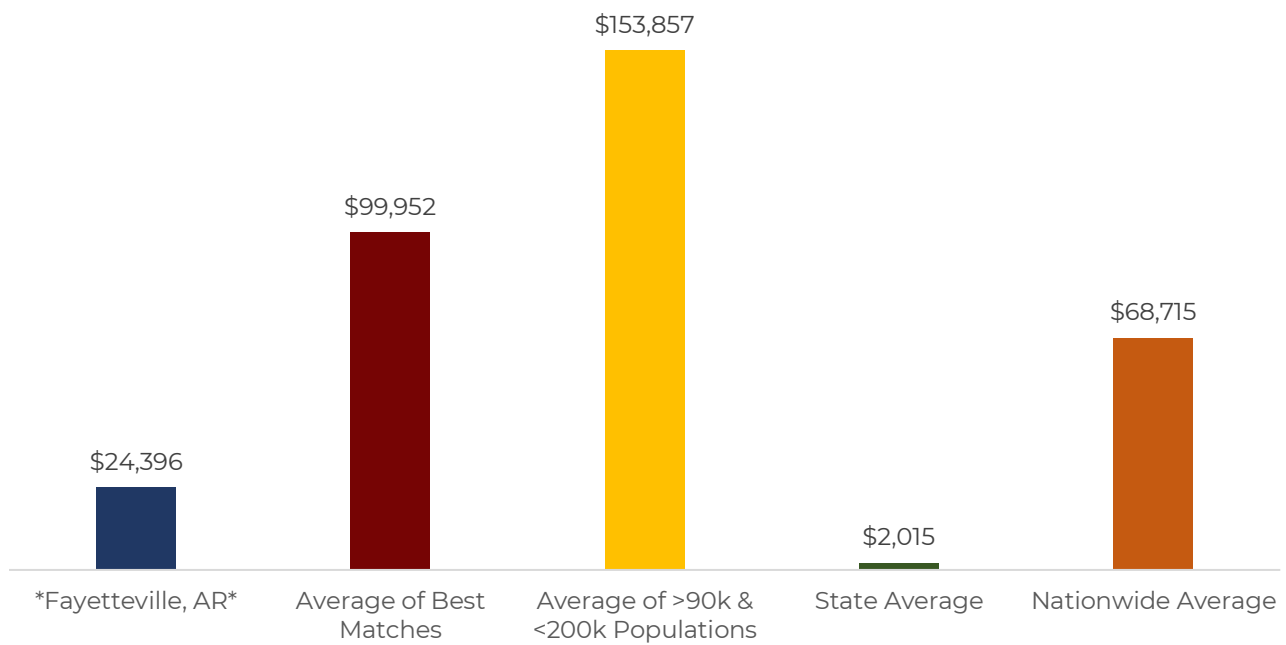
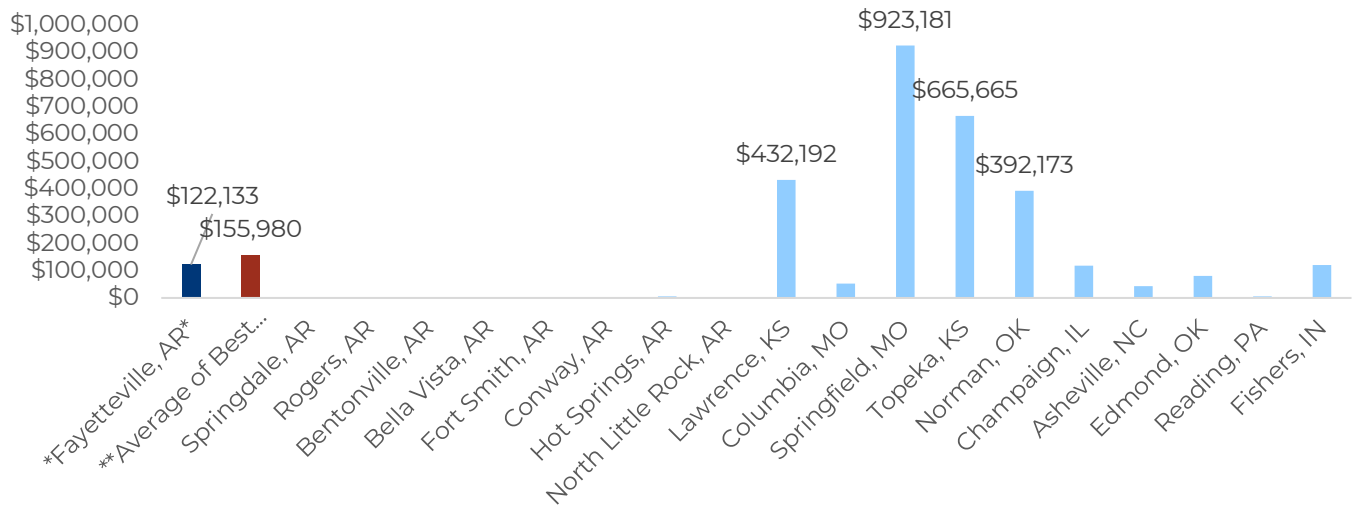


Figure 3. Comparison of tree planting and initial care budgets in 2021

Comparison of Tree Maintenance Budgets (2021)



Comparison of Tree Maintenance Budgets to Regional Averages (2021)

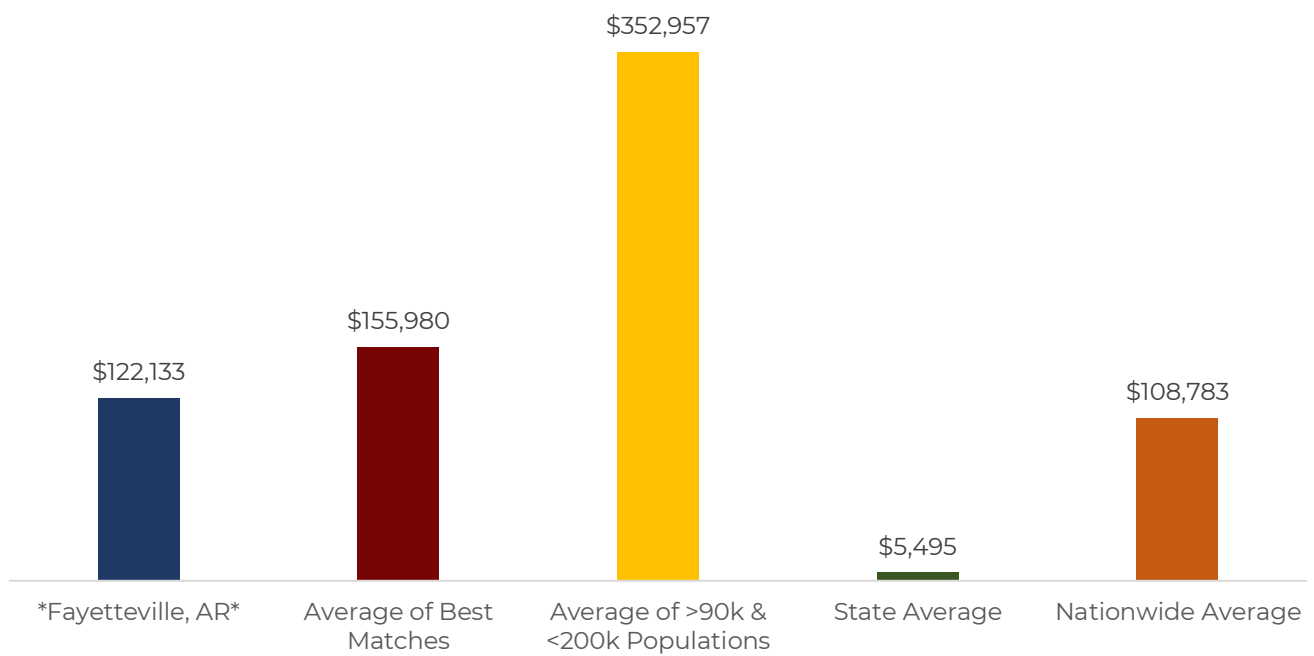
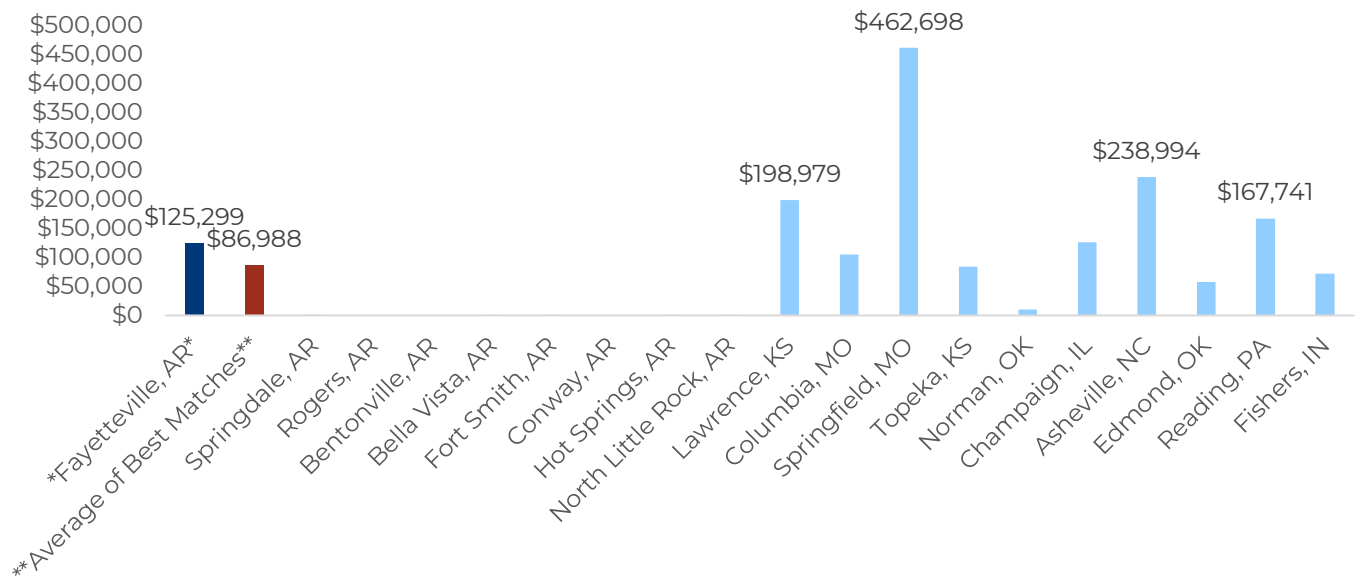


Figure 4. Comparison of tree maintenance budgets in 2021

Comparison of Tree Removal Budgets (2021)



Comparison of Tree Removal Budgets to Regional Averages (2021)

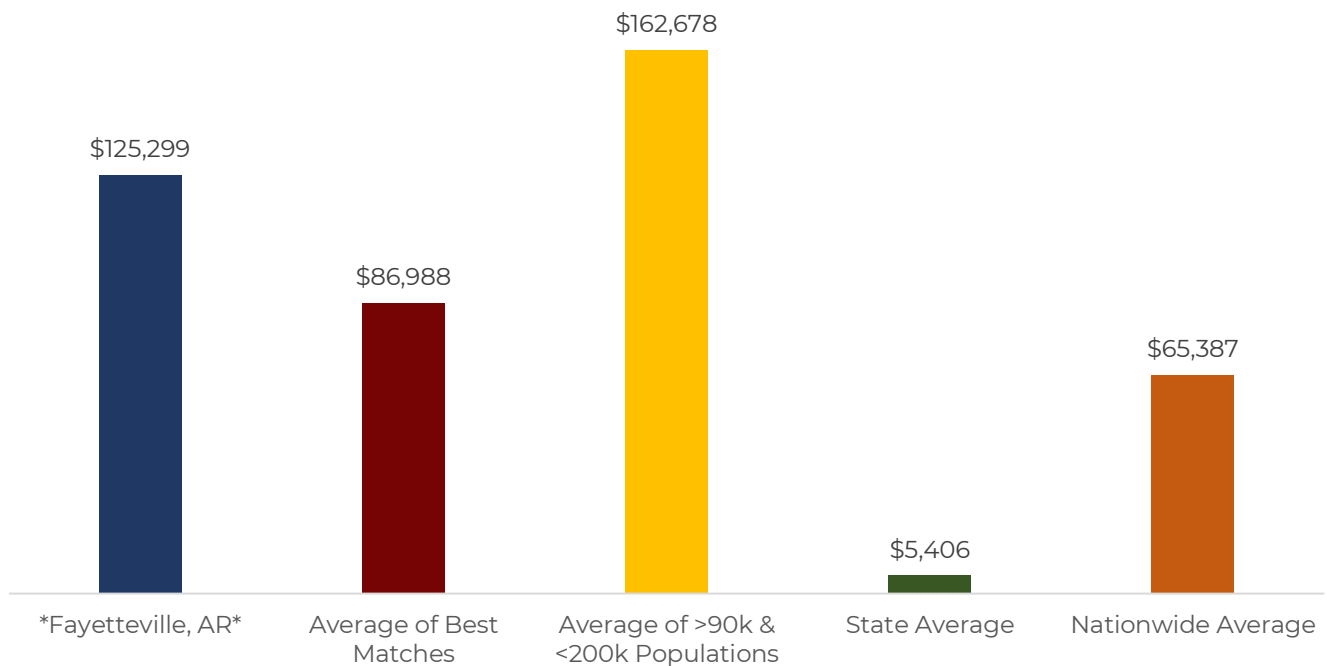
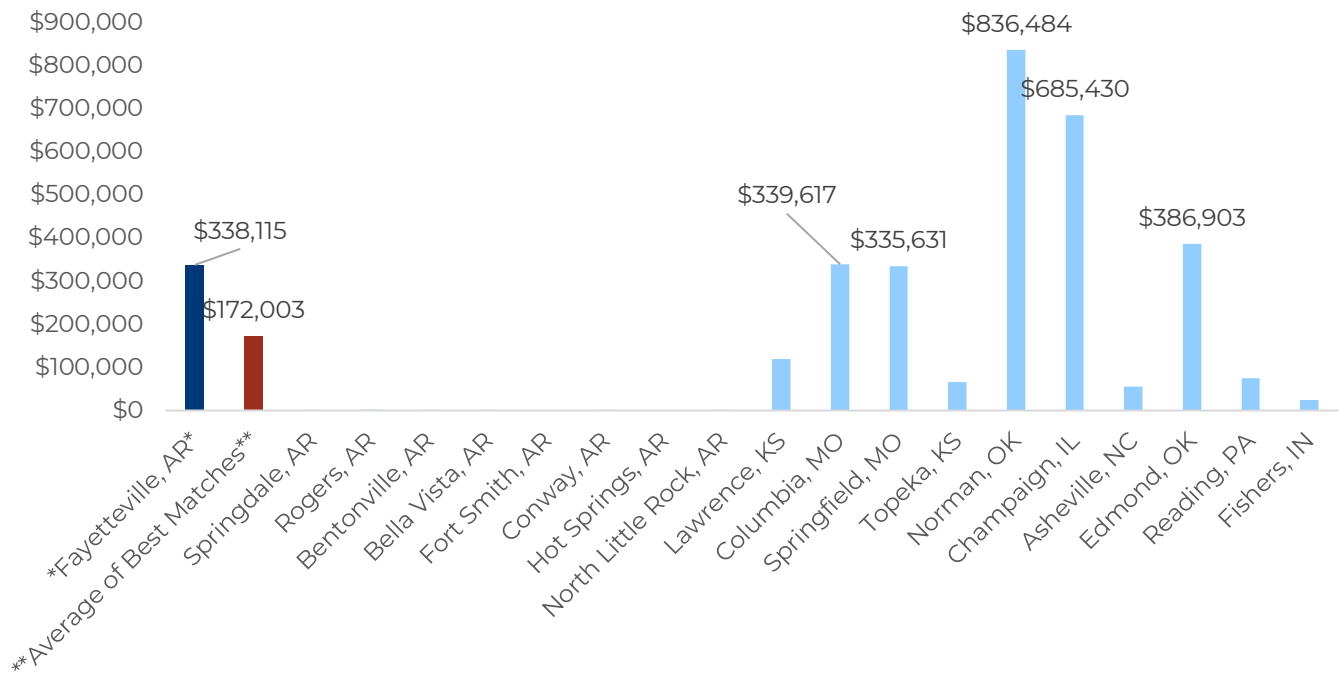


Figure 5. Comparison of tree removal budgets in 2021

Comparison of Management Budgets (2021)



Comparison of Management Budgets to Regional Averages (2021)

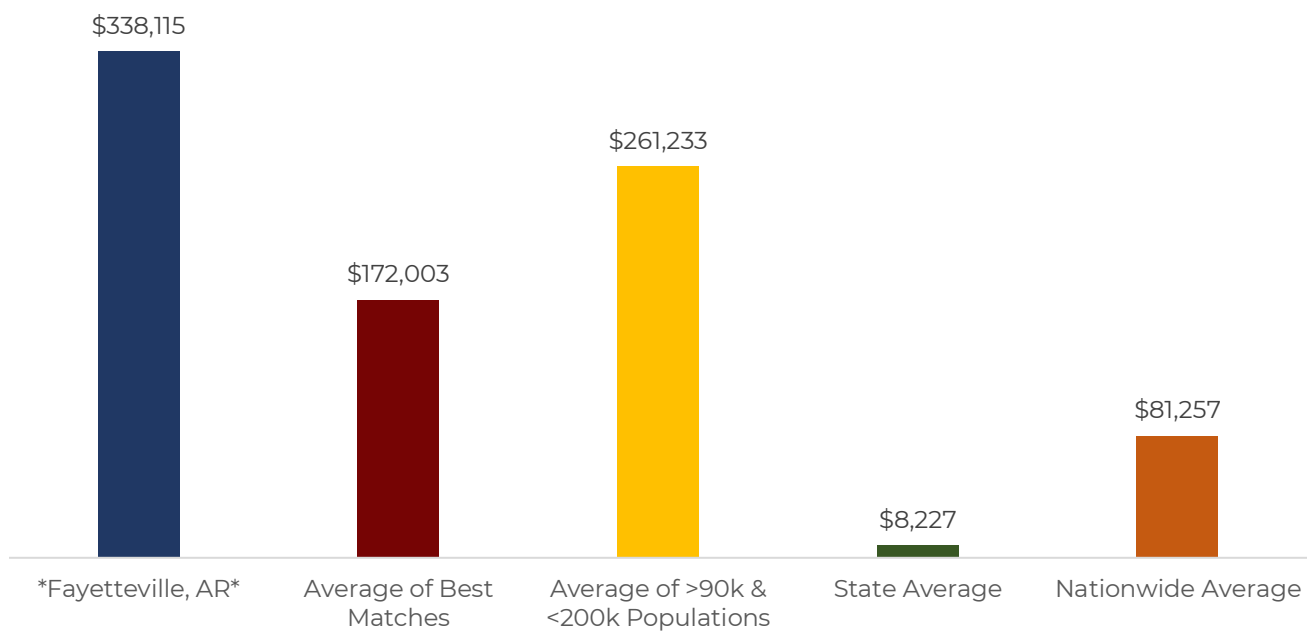
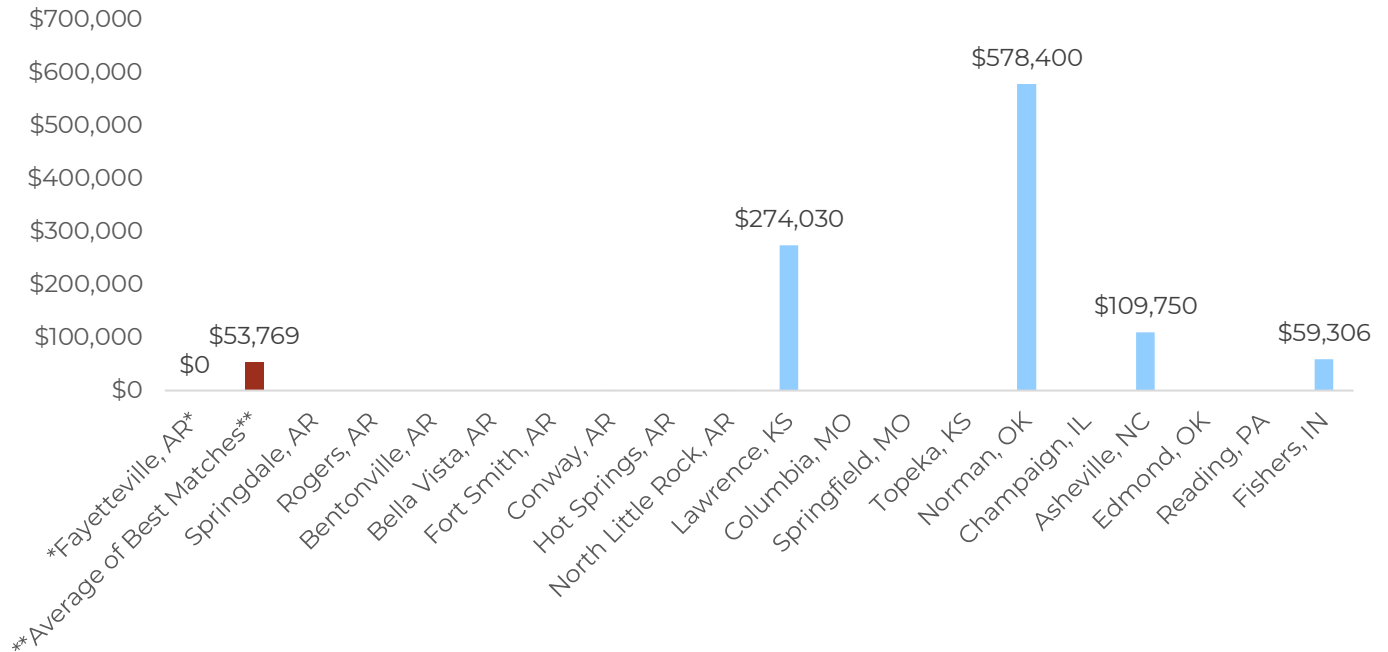


Figure 6. Comparison of management budgets in 2021

Comparison of Other Expenditures (2021)



Comparison of Other Expenditures to Regional Averages (2021)

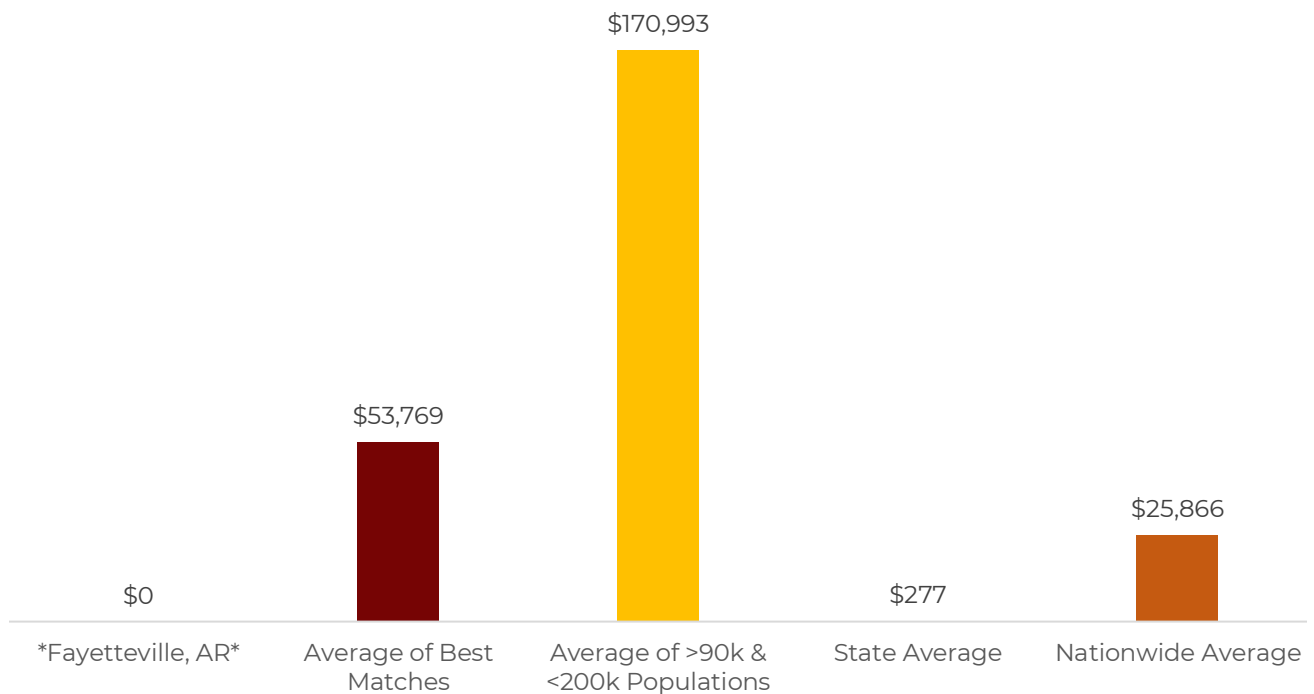
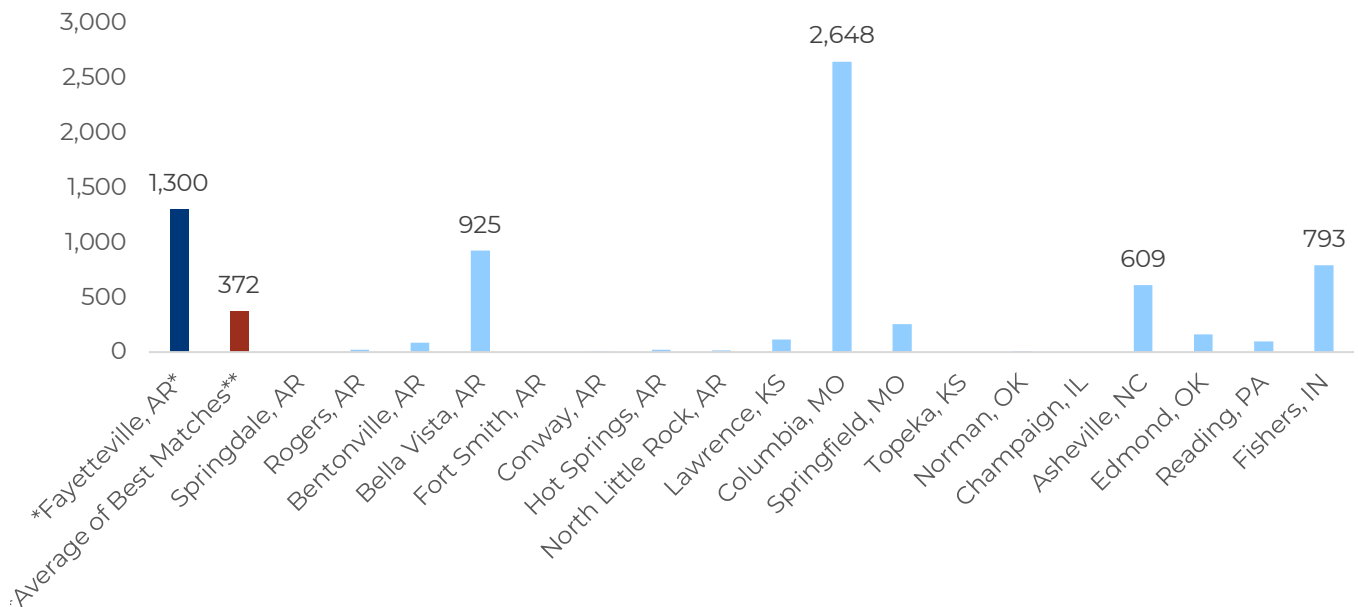


Figure 7. Comparison of other expenditures in 2021

URBAN FORESTRY ACTIVITIES

Comparison of Volunteer Hours (2021)



Comparison of Volunteer Hours to Regional Averages (2021)

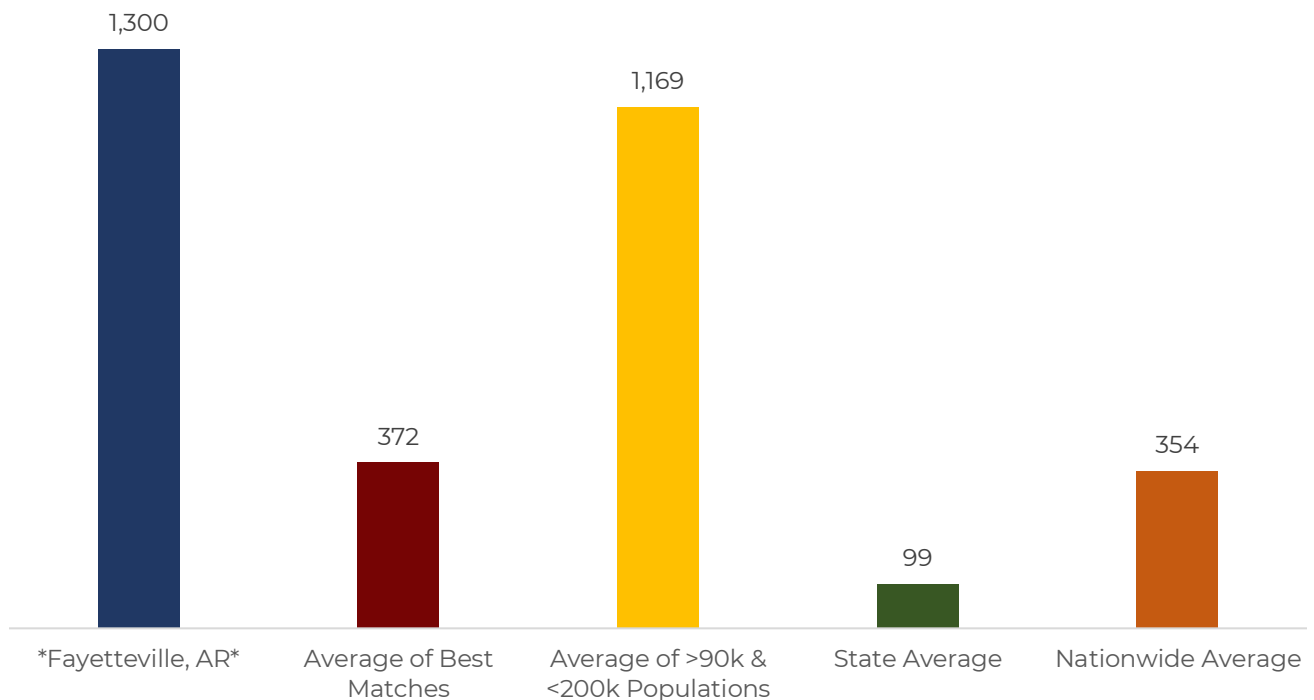
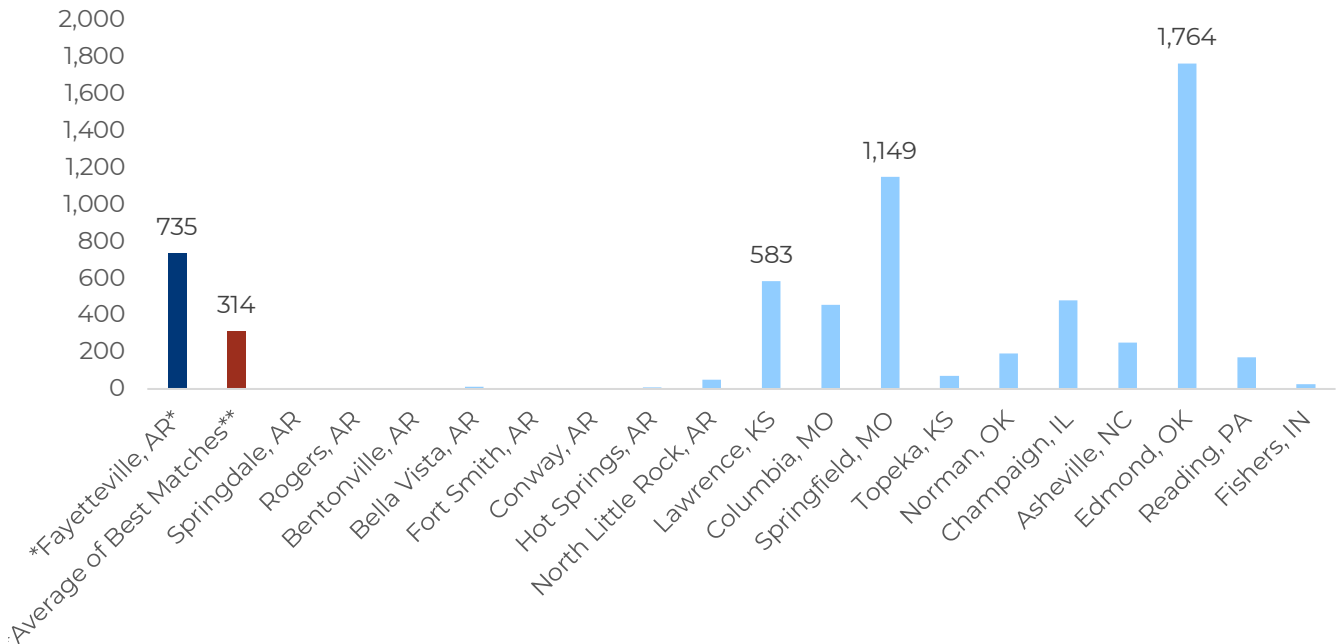


Figure 8. Comparison of volunteer hours in 2021

Comparison of Trees Planted (2021)



Comparison of Trees Planted to Regional Averages (2021)

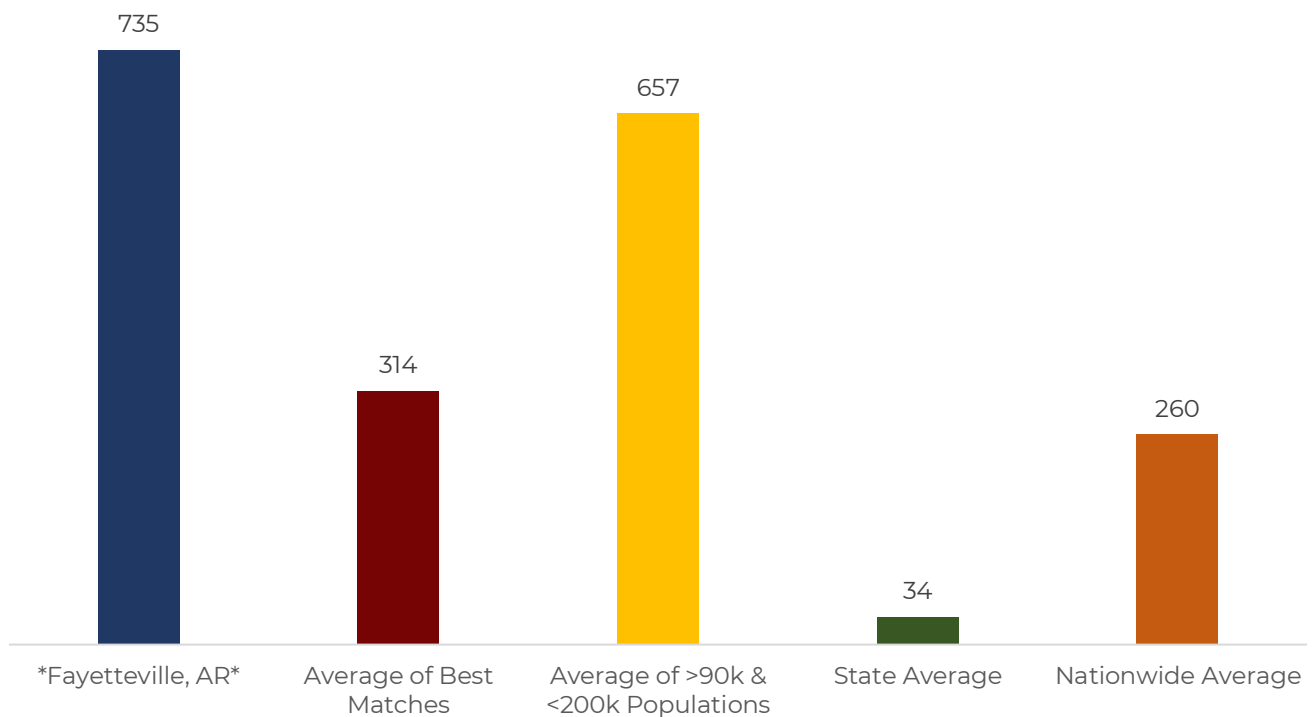
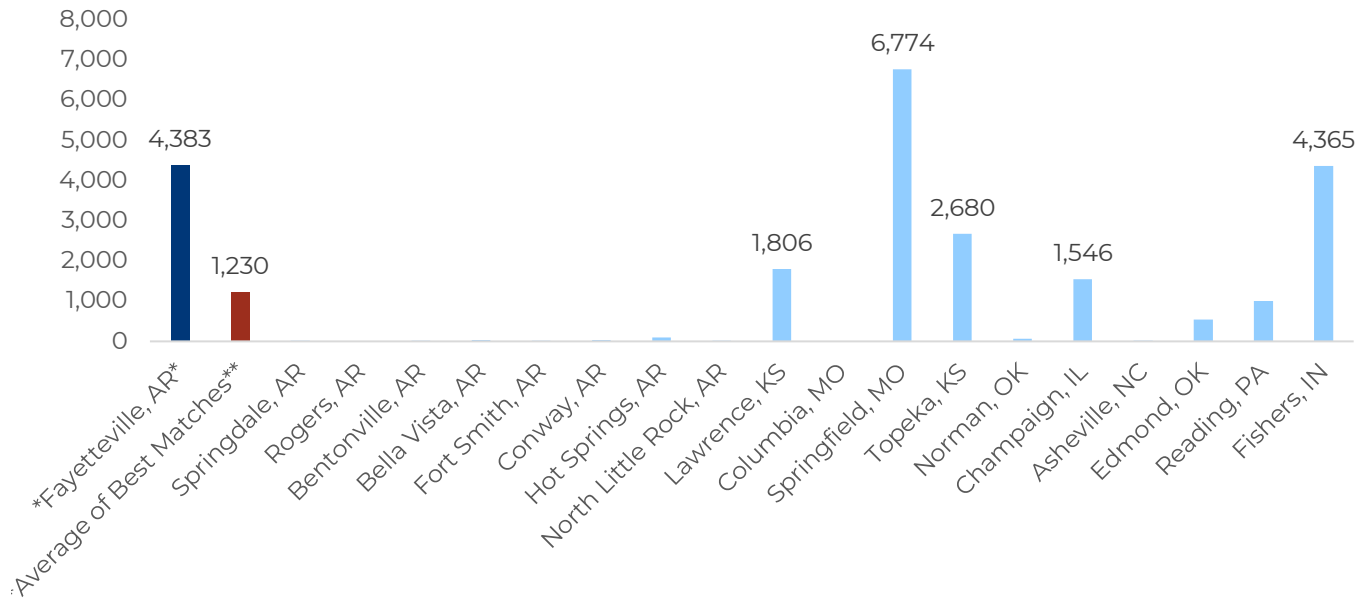


Figure 9. Comparison of the number of trees planted in 2021

Comparison of Trees Pruned (2021)



Comparison of Trees Pruned to Regional Averages (2021)

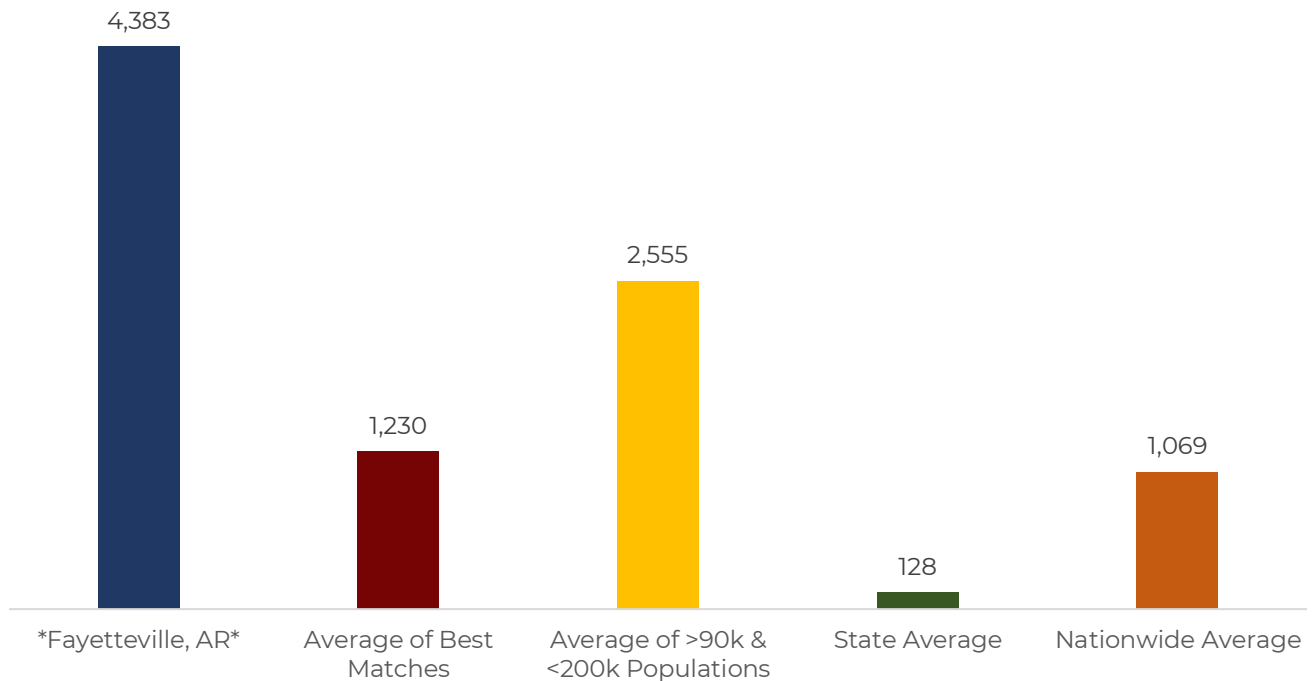
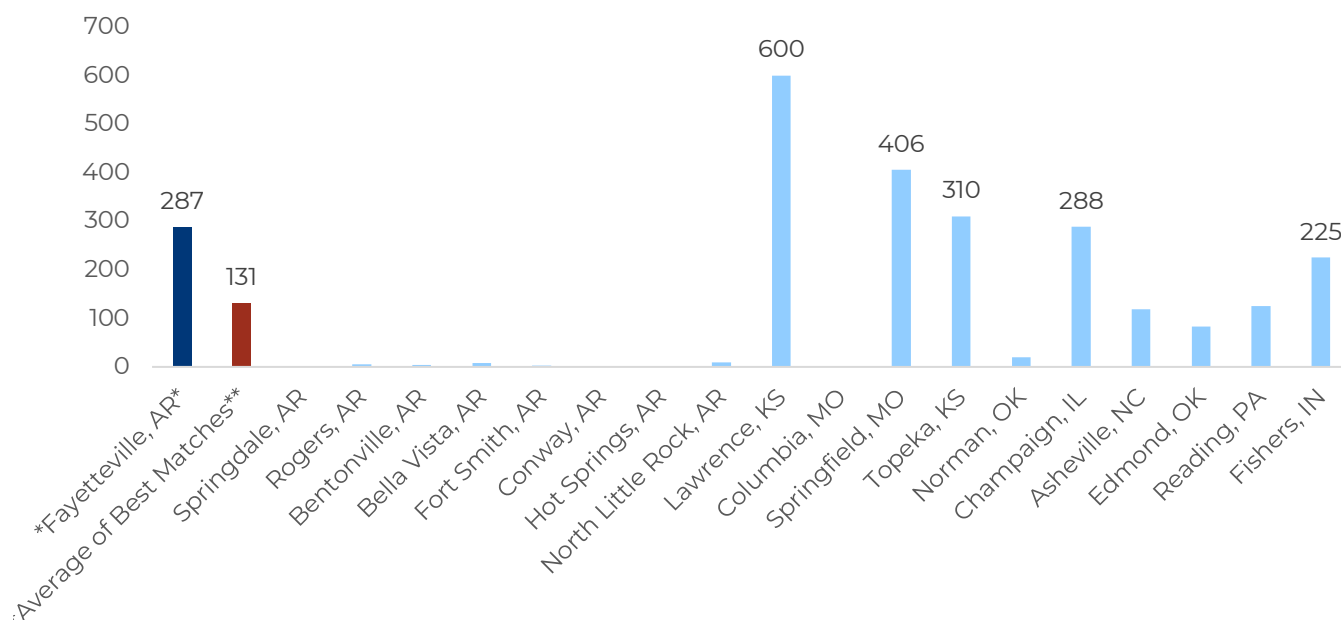


Figure 10. Comparison of the number of trees pruned in 2021

Comparison of Trees Removed (2021)



Comparison of Trees Removed to Regional Averages (2021)

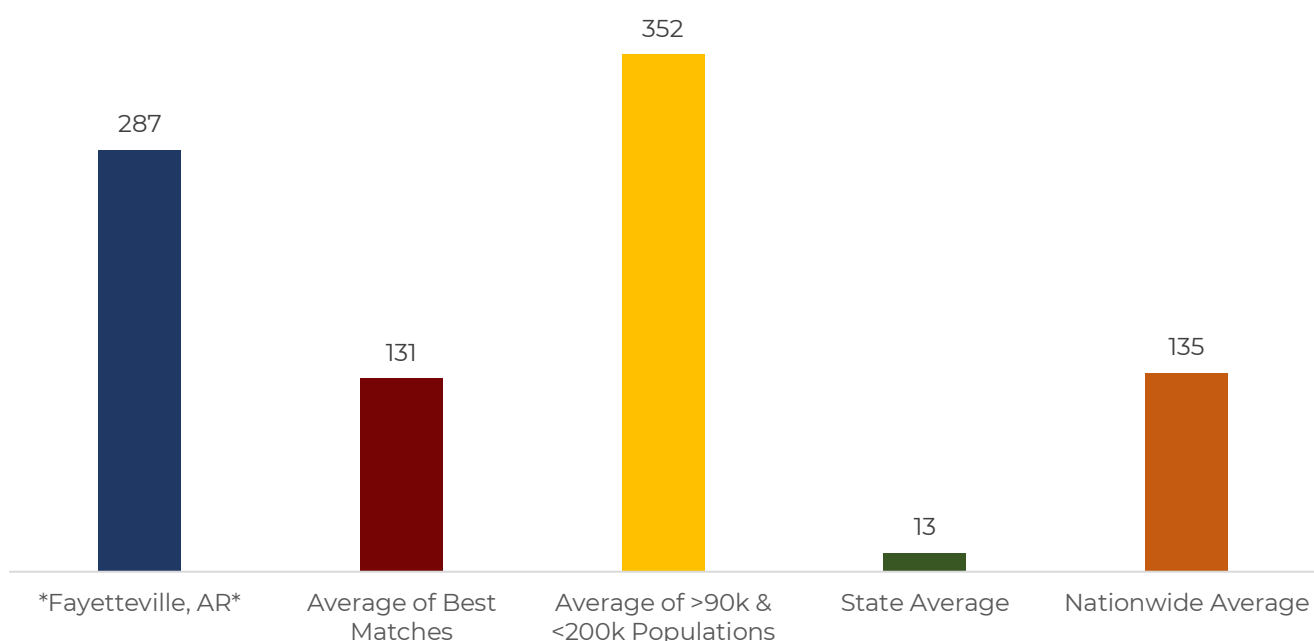
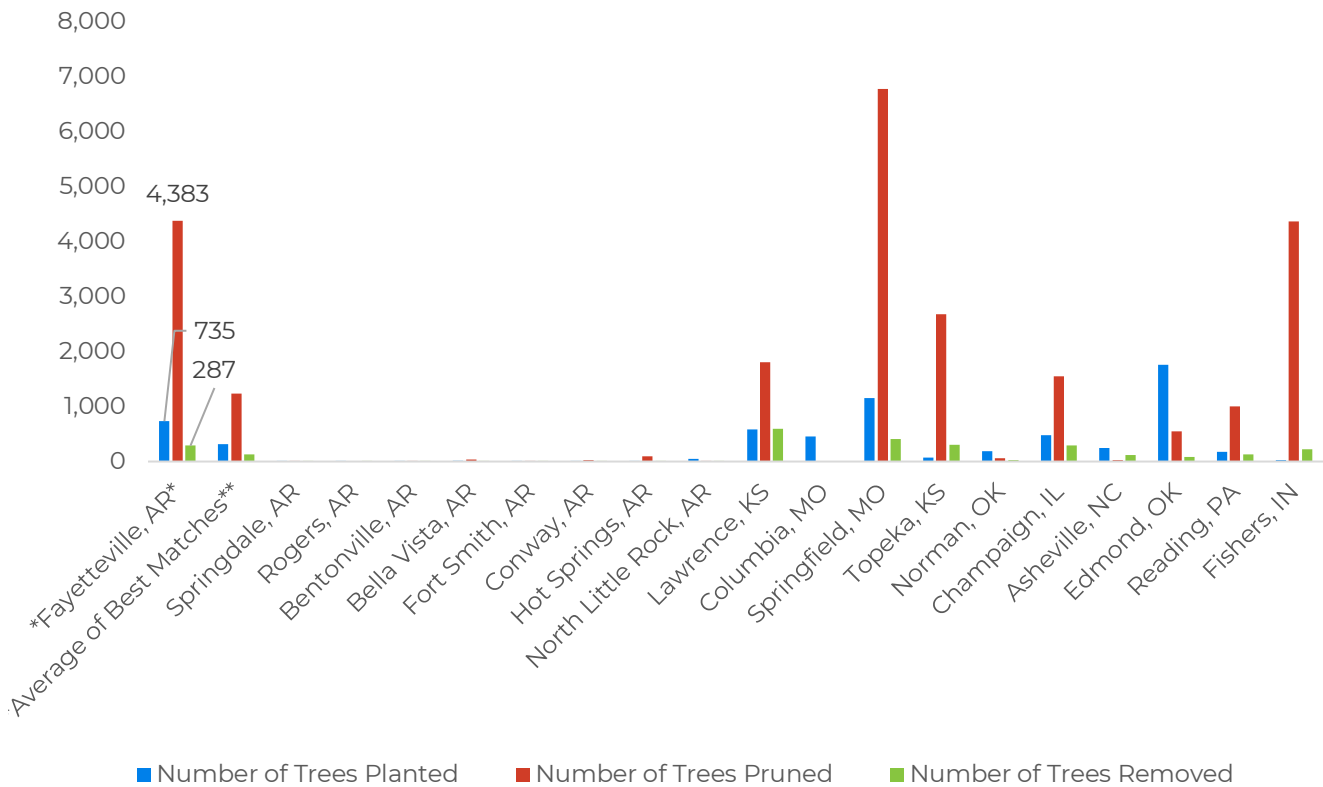


Figure 11. Comparison of the number of trees removed in 2021

Comparison of All Tree Maintenance Activities (2021)



Comparison of All Maintenance Activities to Regional Averages (2021)

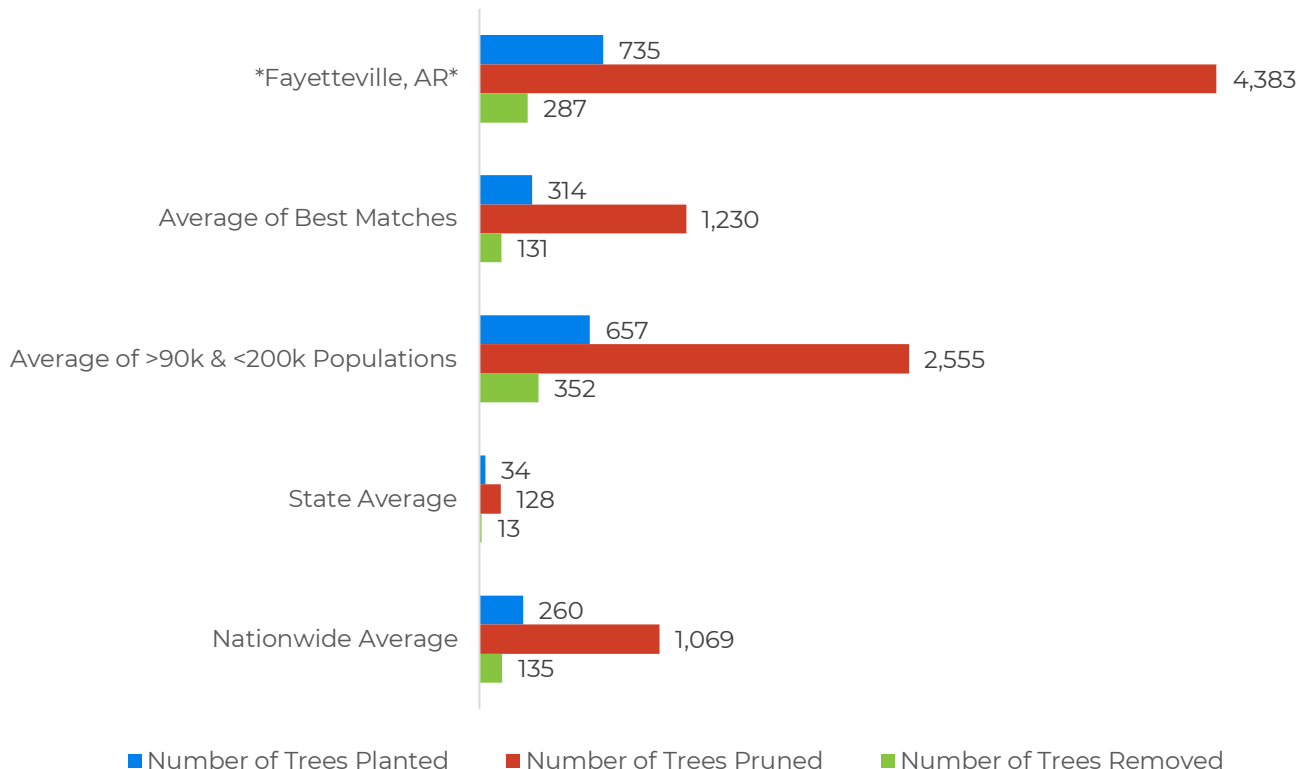


Figure 12. Combined comparison summary of tree management activities in 2021

TABLE SUMMARY OF URBAN FORESTRY BUDGETS AND ACTIVITIES (2021)

Community	Tree Planting and Initial Care	Tree Maintenance	Tree Removal	Management	Utility Line Clearance	Other Expenditures	Overall Budget
Fayetteville, AR	\$24,396	\$122,133	\$125,299	\$338,115	\$0	\$0	\$609,943
Average of Best Matches	\$99,952	\$155,980	\$86,988	\$172,003	\$13,158	\$53,769	\$581,850
Average of >90k & <200k Populations	\$153,857	\$352,957	\$162,678	\$261,233	\$58,013	\$170,993	\$1,159,730
Springdale, AR	\$600	\$300	\$1,450	\$1,400	\$0	\$0	\$3,750
Rogers, AR	\$700	\$1,400	\$0	\$1,500	\$0	\$0	\$3,600
Bentonville, AR	\$229	\$0	\$0	\$20	\$0	\$0	\$249
Bella Vista, AR	\$800	\$200	\$225	\$75	\$0	\$0	\$1,300
Fort Smith, AR	\$3,900	\$1,000	\$100	\$0	\$0	\$0	\$5,000
Conway, AR	\$680	\$384	\$0	\$121	\$0	\$31	\$1,216
Hot Springs, AR	\$734	\$6,000	\$350	\$0	\$0	\$0	\$7,084
N. Little Rock, AR	\$8,790	\$500	\$580	\$680	\$0	\$100	\$10,650
Lawrence, KS	\$112,105	\$432,192	\$198,979	\$120,082	\$0	\$274,030	\$1,137,388
Columbia, MO	\$52,595	\$52,595	\$105,191	\$339,617	\$0	\$0	\$549,998
Springfield, MO	\$666,696	\$923,181	\$462,698	\$335,631	\$0	\$0	\$2,388,206
Topeka, KS	\$15,302	\$665,665	\$84,165	\$65,531	\$0	\$0	\$830,663
Norman, OK	\$123,521	\$392,173	\$10,000	\$836,484	\$250,000	\$578,400	\$2,190,578
Champaign, IL	\$84,566	\$117,944	\$126,849	\$685,430	\$0	\$0	\$1,014,789
Asheville, NC	\$33,155	\$42,587	\$238,994	\$55,908	\$0	\$109,750	\$480,394
Edmond, OK	\$670,413	\$80,522	\$57,549	\$386,903	\$0	\$0	\$1,195,387
Reading, PA	\$9,911	\$4,835	\$167,741	\$75,567	\$0	\$0	\$258,054
Fishers, IN	\$90,000	\$120,000	\$72,600	\$25,000	\$0	\$59,306	\$366,906

Table 2. Complete table summary of all benchmarking metrics in Phase I (2021)

BUDGET PER CAPITA SUMMARY (2021)

Community	Overall Budget	Per Capita Budget
Fayetteville, AR	\$609,943	\$6.52
Average of Best Matches	\$581,850	\$5.07
Average of >90k & <200k Populations	\$1,159,730	\$9.28
Springdale, AR	\$3,750	\$0.04
Rogers, AR	\$3,600	\$0.05
Bentonville, AR	\$249	\$0.00
Bella Vista, AR	\$1,300	\$0.04
Fort Smith, AR	\$5,000	\$0.06
Conway, AR	\$1,216	\$0.02
Hot Springs, AR	\$7,084	\$0.19
North Little Rock, AR	\$10,650	\$0.17
Lawrence, KS	\$1,137,388	\$11.58
Columbia, MO	\$549,998	\$4.34
Springfield, MO	\$2,388,206	\$14.07
Topeka, KS	\$830,663	\$6.59
Norman, OK	\$2,190,578	\$17.10
Champaign, IL	\$1,014,789	\$11.18
Asheville, NC	\$480,394	\$5.15
Edmond, OK	\$1,195,387	\$12.76
Reading, PA	\$258,054	\$2.71
Fishers, IN	\$366,906	\$3.70

Table 3. Summary of urban forestry budgets compared to city populations (per capita) in 2021

PHASE II BENCHMARKING RESEARCH

Note: The following comparisons use Fayetteville's 2021 metrics whereas the metrics for the comparison populations are based on 2014 data. The urban forestry planning consultants will need 2014 metrics from the City or data from the US Forest Service for 2021 in order to finalize the Phase II benchmarking. The following study is a preliminary exercise intended for internal use and for initial comparisons from which strategies may be developed.

URBAN FORESTRY BUDGETS

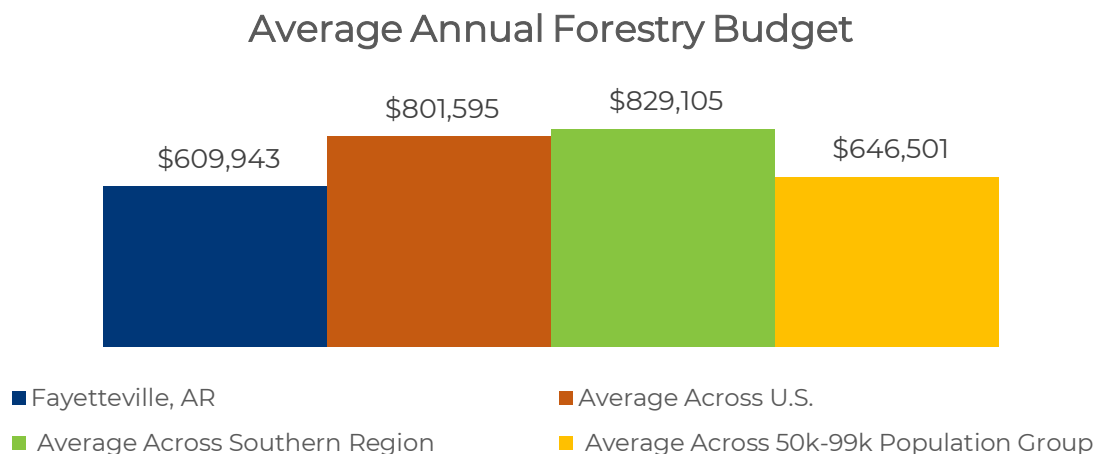


Figure 13. Comparison of urban forestry budgets (Hauer, 2014)

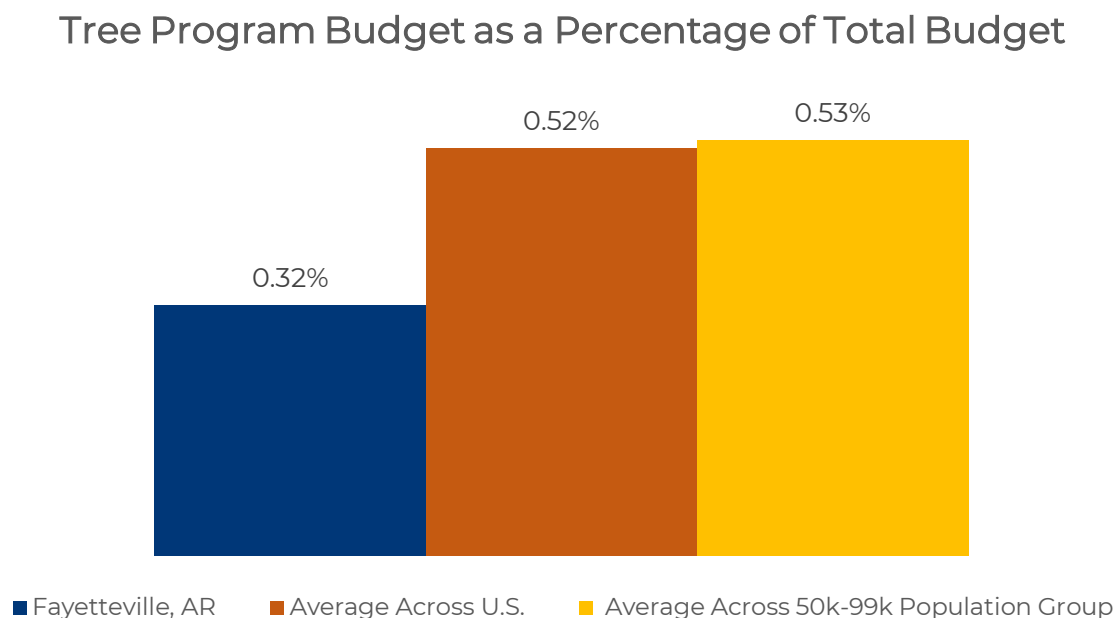


Figure 14. Urban forestry budget compared to the total municipal budget (Hauer, 2014)

Total Municipal Budget (Excluding Schools)

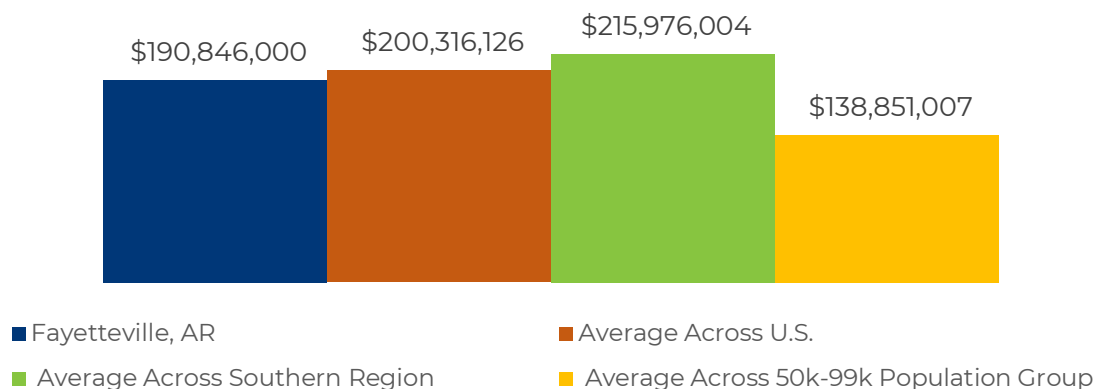


Figure 15. Total municipal budgets (Hauer, 2014)

Average Budget per Public Tree

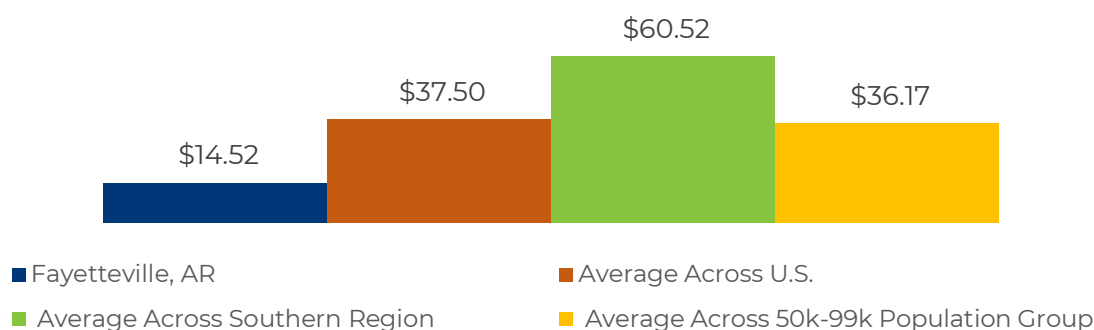


Figure 16. Average budget per public tree (Hauer, 2014)

Forestry Budget per Capita

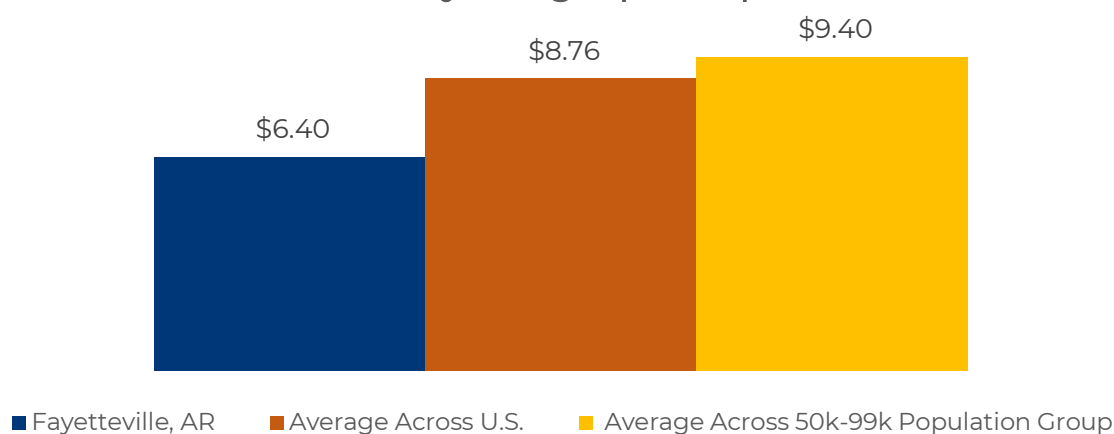


Figure 17. Comparison of urban forestry budget per capita (Hauer, 2014)

COMPARISON OF PUBLIC TREE COUNTS, DISTRIBUTION, AND VALUE

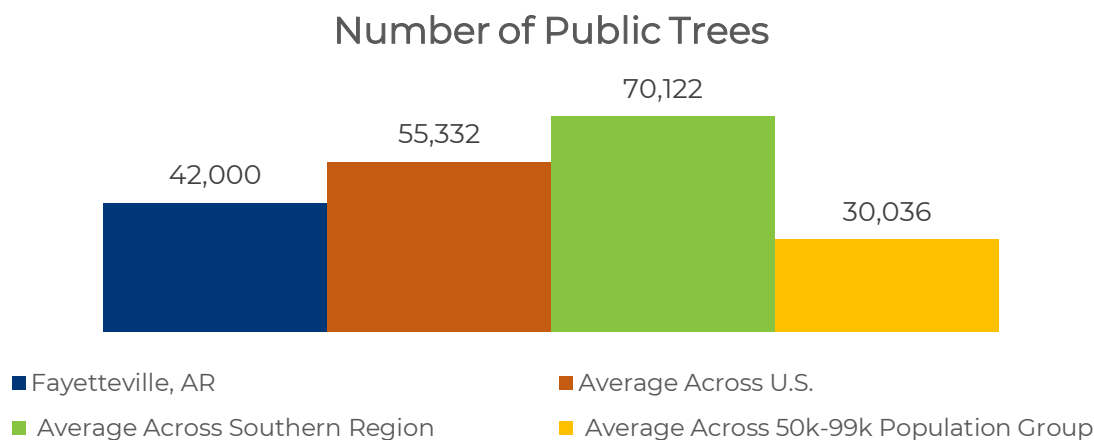


Figure 18. Comparison of the number of public trees (Hauer, 2014)

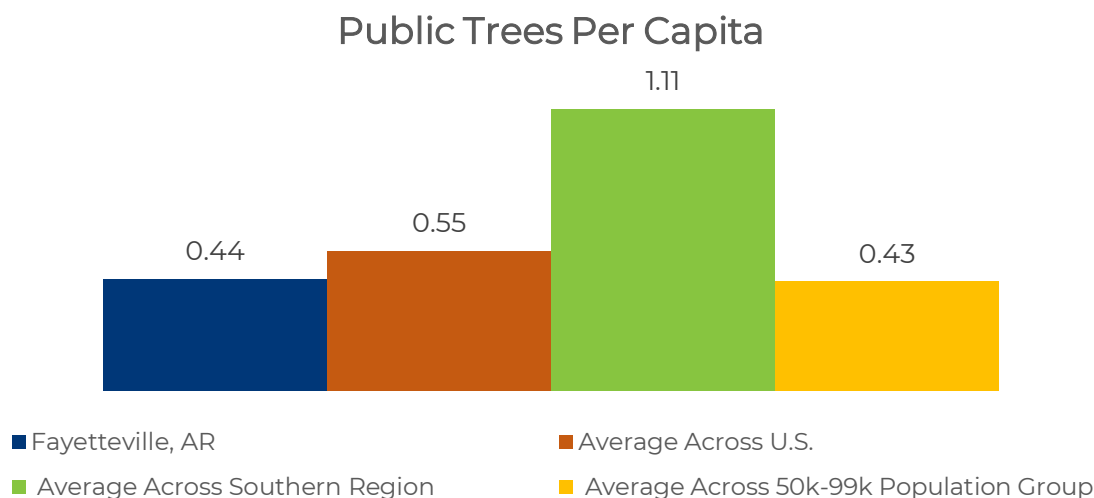


Figure 19. Comparison of public trees per capita (Hauer, 2014)

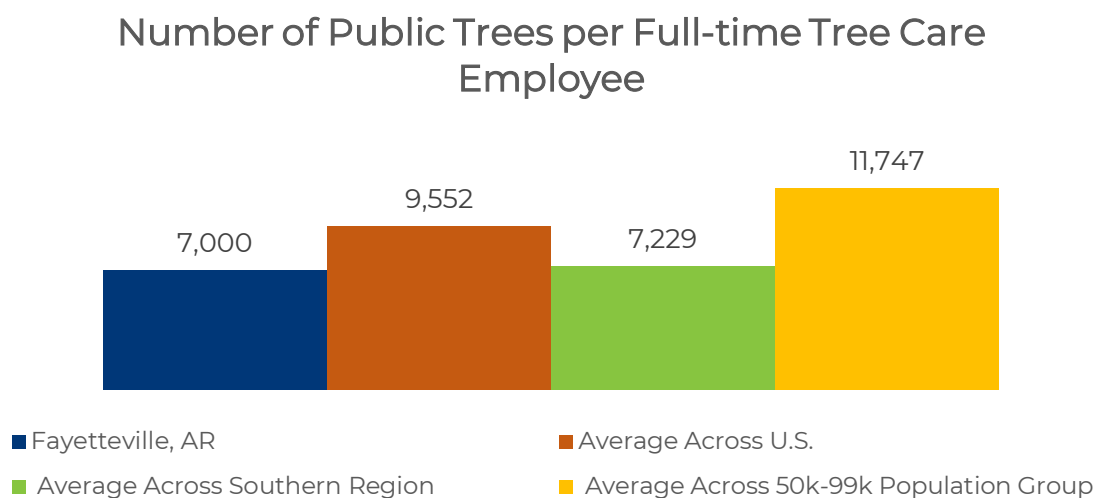


Figure 20. Comparison of the number of public trees per full-time tree care employee (Hauer, 2014)

Acres of City-managed Parks & Open Space

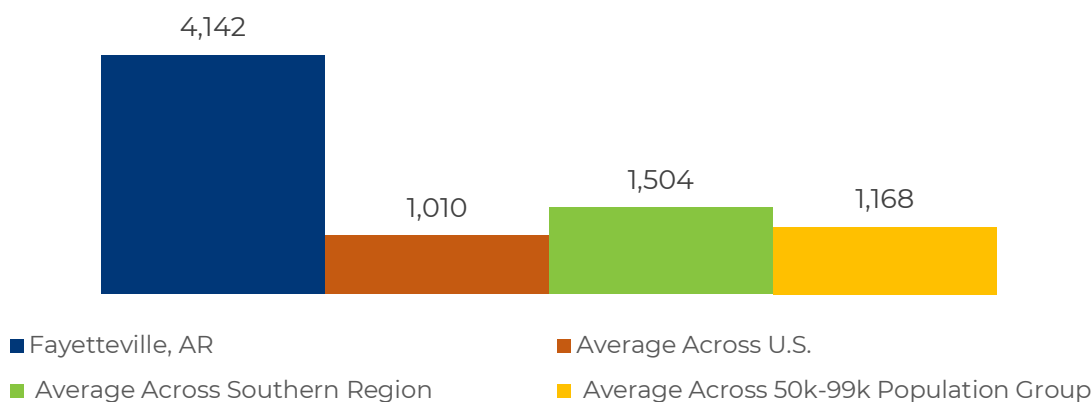
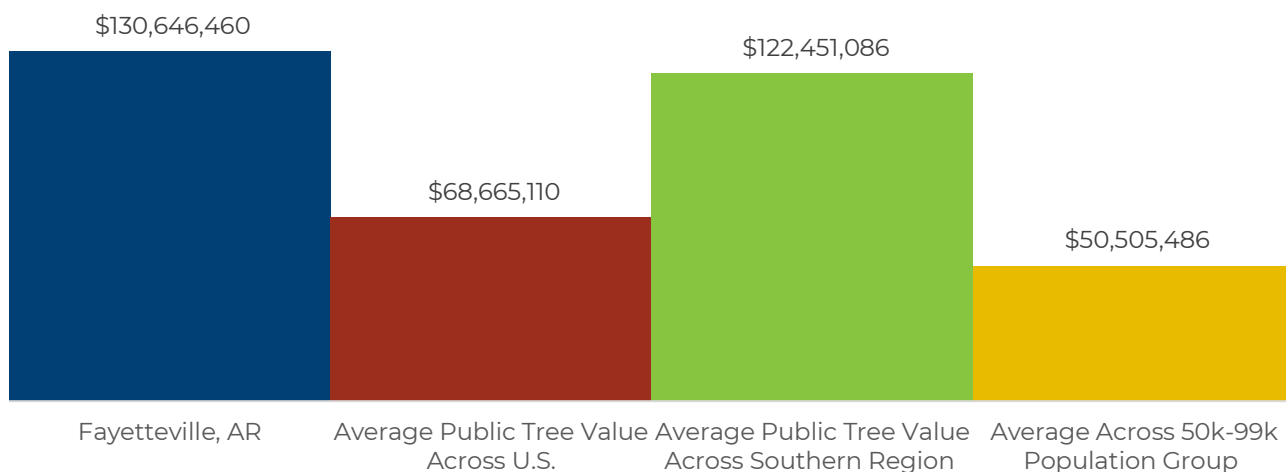


Figure 21. Comparison of the acres of public parks and open space (Hauer, 2014)

Value of Public Trees*



* Value of Fayetteville's public trees is based on the \$1.3 million in ecosystem benefits and services (\$110.63 per tree on average) plus the structural value of public trees estimated at \$3,000 per tree on average based on regional research.

Figure 22. Comparison of the value of public trees (Hauer, 2014)



TREE INVENTORY SUMMARY

An internal summary of the public and private sample tree inventory to inform the

City of Fayetteville, AR Urban Forest Management Plan

April 2023



CITY OF
FAYETTEVILLE
ARKANSAS



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TREE INVENTORY OVERVIEW

About

In October 2022, a sample inventory of public and private trees in Fayetteville, Arkansas was conducted by PlanIT Geo's Certified Arborists accredited by the International Society of Arboriculture. The scope of the public and private tree sample inventory was prepared as part of the City's Urban Forest Management Plan ("UFMP" or "Plan") project that is currently underway as of November 2022. The tree inventory is intended to gather data that informs the current extent, structure, characteristics, and maintenance needs of the urban forest that can be addressed in the UFMP.

Due to limited funding, a comprehensive inventory was not conducted though sampling methods were used in order to extrapolate the data to represent the total public and private tree populations, respectively. To do this, a sample inventory of public trees along approximately 5 percent of linear road miles (25 miles) was conducted. For public trees in parks, approximately 10 percent of City park acres were inventoried. The locations for the public tree inventory were determined by the City's Urban Forester and PlanIT Geo's Field Services team. For the private tree sample, an inventory of trees on private property was conducted when adjacent to public trees being inventoried. Data collection for private trees was not conducted on or within private property—the inventory was conducted within public rights-of-way (i.e., sidewalks) to provide a snapshot of the extent, structure, and characteristics of private trees. In addition to trees, possible available public planting sites were also inventoried based on criteria provided by the City's Urban Forester.

In November 2022, the Consulting Team developing the UFMP reviewed and analyzed the tree inventory datasets and provided summary worksheets and this draft summary report. The following details the draft outcomes of the analysis. Additional analyses such as ecosystem benefits and extrapolating the data to represent the Citywide urban forest remains to be done as part of the UFMP project.

Note, the public and private tree sample inventory analysis was conducted in the months of November and December 2022. Due to ongoing tree maintenance and the dynamic characteristics of trees, changes such as condition, tree size, and maintenance needs may have changes since the analysis.

Tree Inventory Database

www.pg-cloud.com/FayettevilleAR

Tree Inventory Counts

Tree Population / Feature	Public Datasets	Private Datasets
Total Data Points	3,076	850
Total Tree Points (alive and dead)	2,712	848
Possible Planting Sites (includes removed and stump)	364	2 (stumps)
Total Living Trees	2,568	830
Total Dead Trees	144	18

Table 1. Counts for the public and private sample tree inventory

Data Fields Collected

TreePlotter Tab	Data Field	Public Tree Dataset	Private Tree Dataset
Tree Tab	Primary ID	X	X
	Status	X	X
	Common Name	X	X
	Scientific Name	X	X
	Number of Stems	X	X
	Condition	X	X
	DBH	X	X
	DBH Range	X	X
	Observations	X	X
	Private Parcel Tree?	X	X
	Genus/Species Code	X	X
	Crown Light Exposure	X	X
Location Tab	Address	X	X
	Growing Space Type	X	X
	Land Use	X	X
	Planting Site Width	X	X
Management Tab	Tree Work	X	X
	Wires	X	X
	Clearance Conflicts	X	X
	User	X	X
	Date Added	X	X
	Last Modified	X	X
	Last Modified User	X	X

Table 2. Data fields collected as part of the 2022 sample tree inventory

PUBLIC TREE SAMPLE INVENTORY SUMMARY

Includes public street, median, park, and trail trees

Public Data Highlights (Sample Inventory)

Field	Value
Data Points	2,740 public data points
Alive & Dead Trees	2,568 (95%) Alive 144 (5%) Dead
Adjacent Land Use	68% Park/Vacant/Other 15% Single Family Other (Maintained): 39% Planting Strip: 27%
Primary Growing Space Type	Class II (medium) 6-10 feet: 42% (1,151 trees) Class III (large) 11+ feet: 36% (964 trees)
Primary Planting Site Width	
Number of Unique Tree Genera	54
Most Common Tree Genera	<i>Quercus</i> : 31% (838 trees) <i>Ulmus</i> : 15% (411 trees) <i>Acer</i> : 8% (213 trees)
Proportion of Top 10 Tree Genera	Top 10 comprise 74% of public trees
Number of Unique Tree Species	111
Most Common Tree Species	Princeton elm: 7% (189 trees) Post oak: 6% (175 trees) Willow oak: 6% (165 trees)
Proportion of Top 10 Tree Species	Top 10 comprise 44% of public trees
Tree Size Classes	55% 0-6in DBH (1,499 trees) 19% 6-12in DBH (516 trees) 14% 12-18in DBH (367 trees) 6% 18-24in DBH (158 trees) 4% 24-30in DBH (122 trees) 2% >30in DBH (50 trees)
Average Diameter / Largest Tree	8.1 inch average / 62 inch baldcypress
Tree Condition	0.04% Excellent (1 tree) 75% Good (2,043 trees) 15% Fair (394 trees) 5% Poor (130 trees) 5% Dead (144 trees)
Observations	30% Crown Dieback (813 trees) 6% Cavity Decay (174 trees)
Recommended Tree Work	Clearance Prune: 8% (217 trees) Remove Tree: 6% (162 trees) Utility Prune: 3% (72 trees)
Wire Conflicts	Wires present & conflicting: 72 trees (3%)
Clearance Conflicts	Pedestrian: 2% (53 trees) Building: 1% (37 trees)
Ecosystem Benefits	\$7,767 Overall Annual Value

Table 3. Summary of the sample public tree inventory

Public Tree Location and Growing Space (Sample Inventory)

Adjacent Land Use of Public Trees

Distribution of (Sample) Public Trees by Land Use

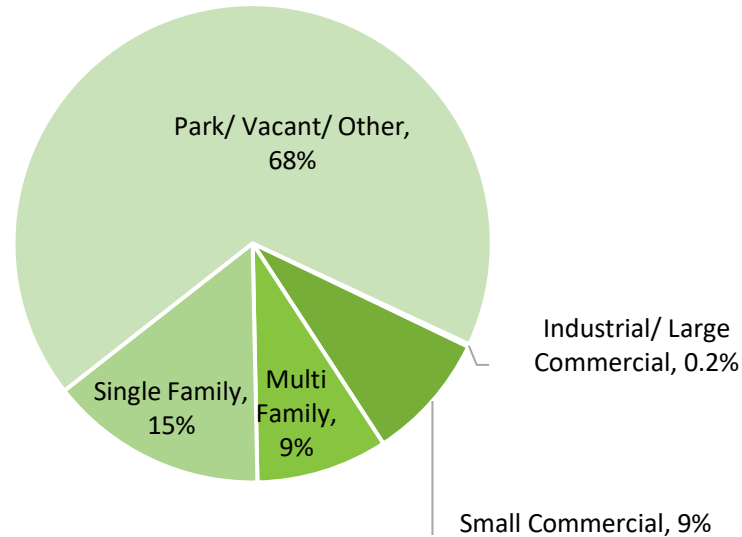


Figure 1. Distribution of (sample) public trees by land use

Growing Space Type of Public Trees

Distribution of (Sample) Public Trees by Growing Spaces

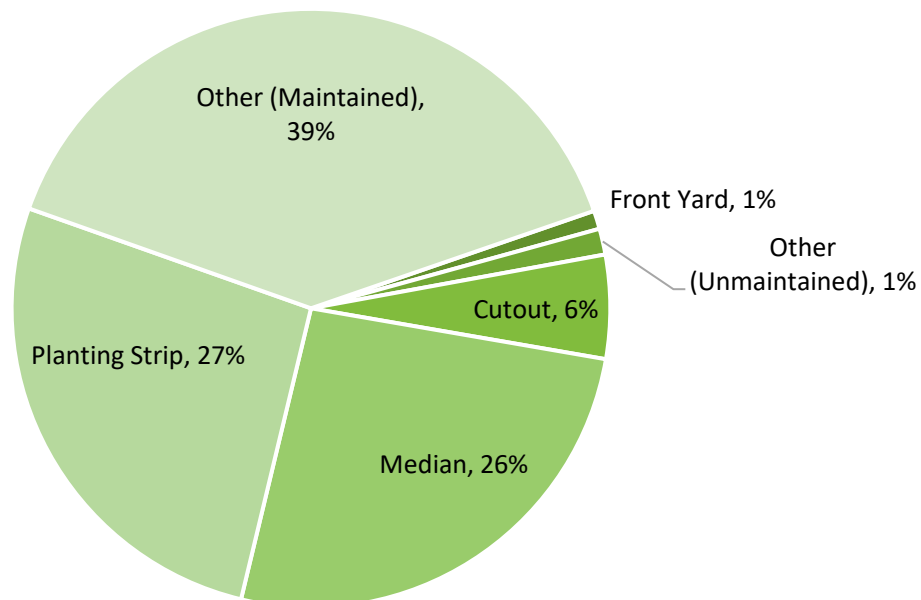


Figure 2. Distribution of (sample) public trees by growing spaces

Existing Tree Planting Site Width of Public Trees

Distribution of (Sample) Public Trees by Planting Site Width

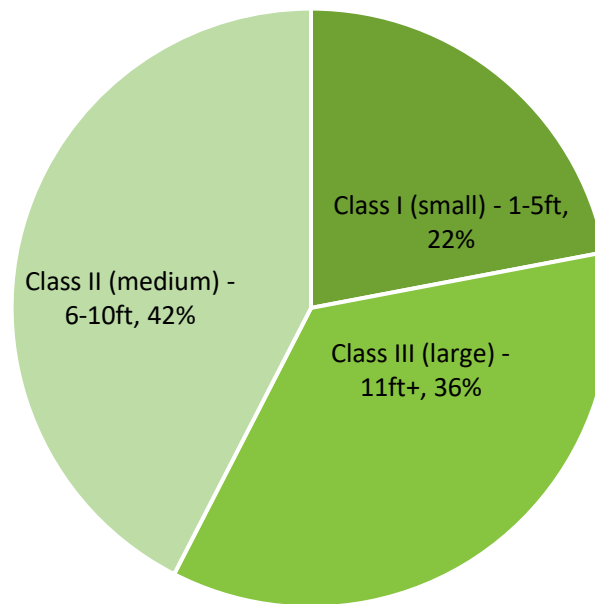


Figure 3. Distribution of (sample) public trees by planting site width

Public Tree Structure (Sample Inventory)

Public Tree Genera Composition

Distribution of (Sample) Public Trees by Genus (Top 10)

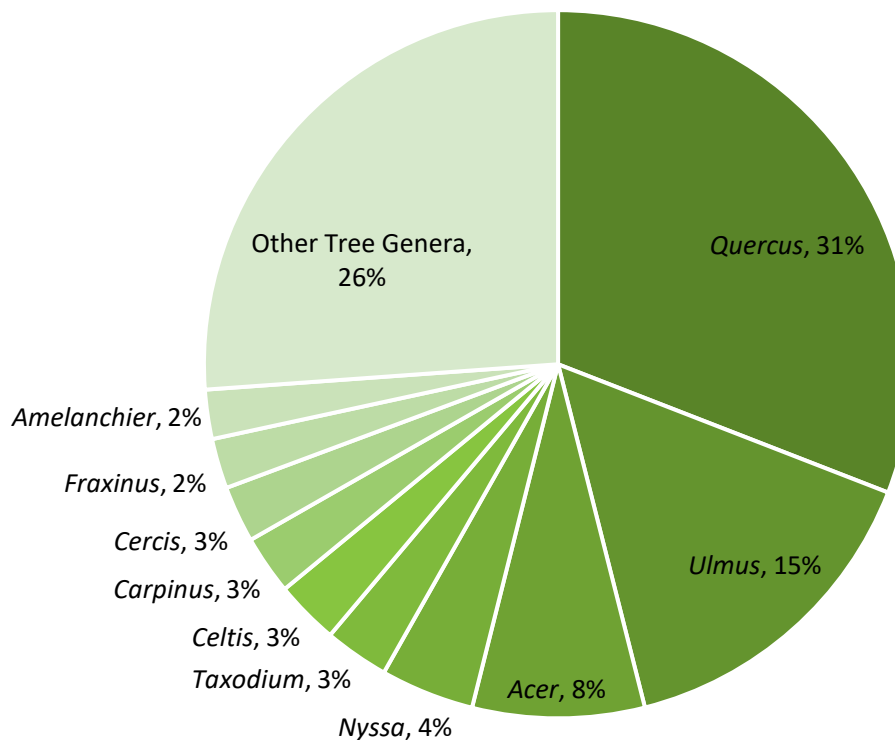


Figure 4. Distribution of (sample) public trees by genus (top 10)

Public Tree Species Composition

Distribution of (Sample) Public Trees by Tree Species (Top 10)

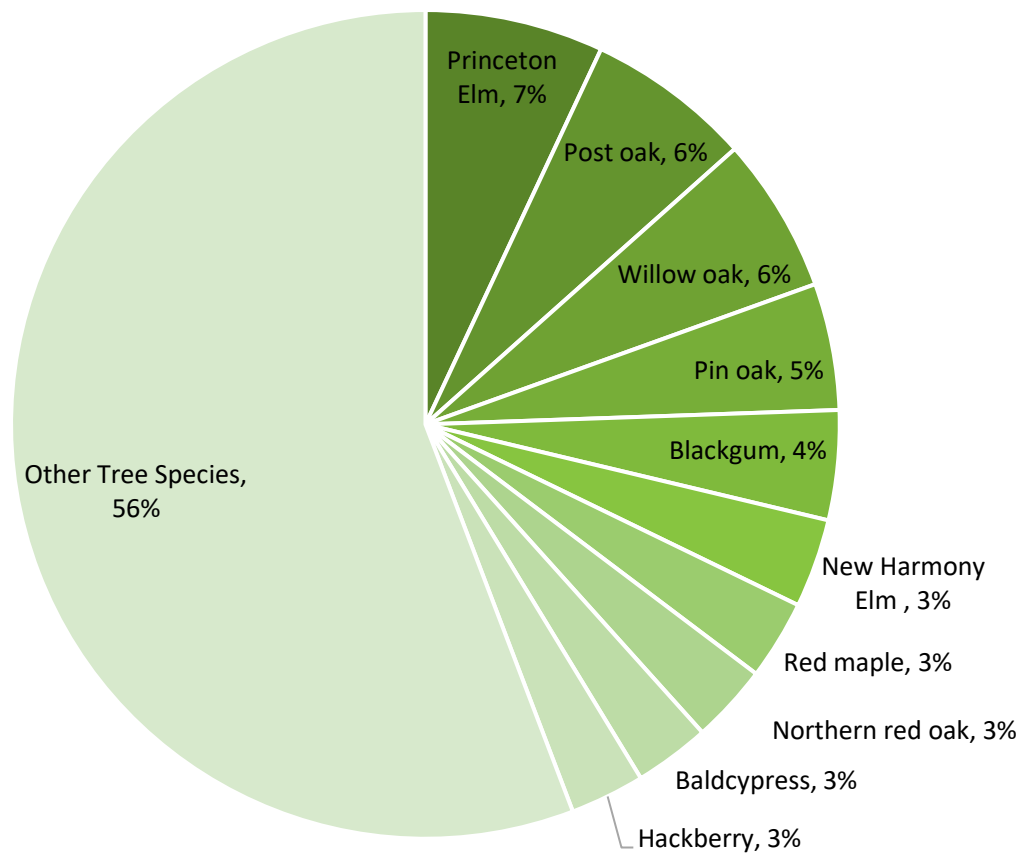


Figure 5. Distribution of (sample) public trees by tree species (top 10)

Public Tree Size Classes and Relative Age Distribution

Comparison of Fayetteville's (Sample) Public Tree Size Classes to the Ideal Distribution (Richards 1993)

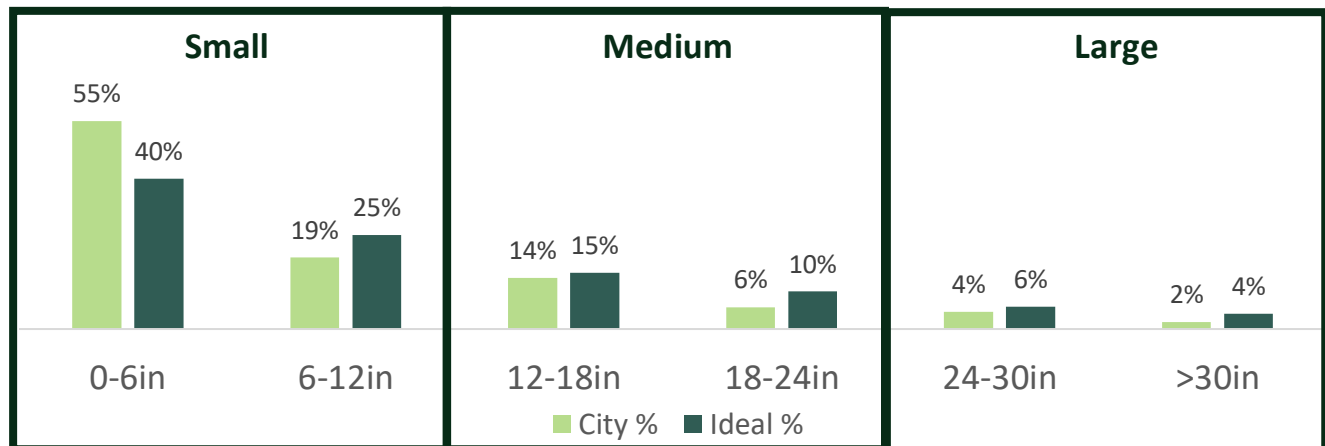


Figure 6. Comparison of Fayetteville's (sample) public tree sizes classes to the ideal distribution (Richards, 1993)

Public Tree Condition and Maintenance Needs (Sample Inventory)

Public Tree Condition

Distribution of (Sample) Public Trees by Condition

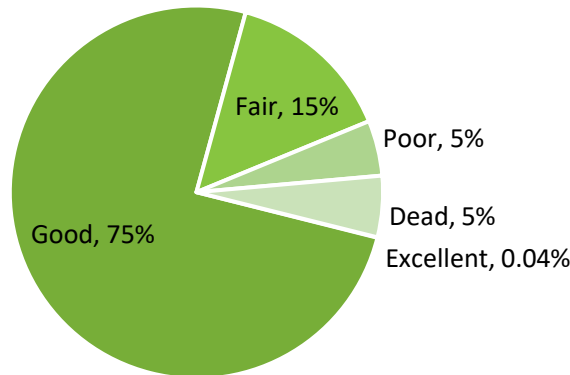


Figure 7. Distribution of (sample) public trees by condition

Public Tree Observations

(Sample) Public Tree Observations

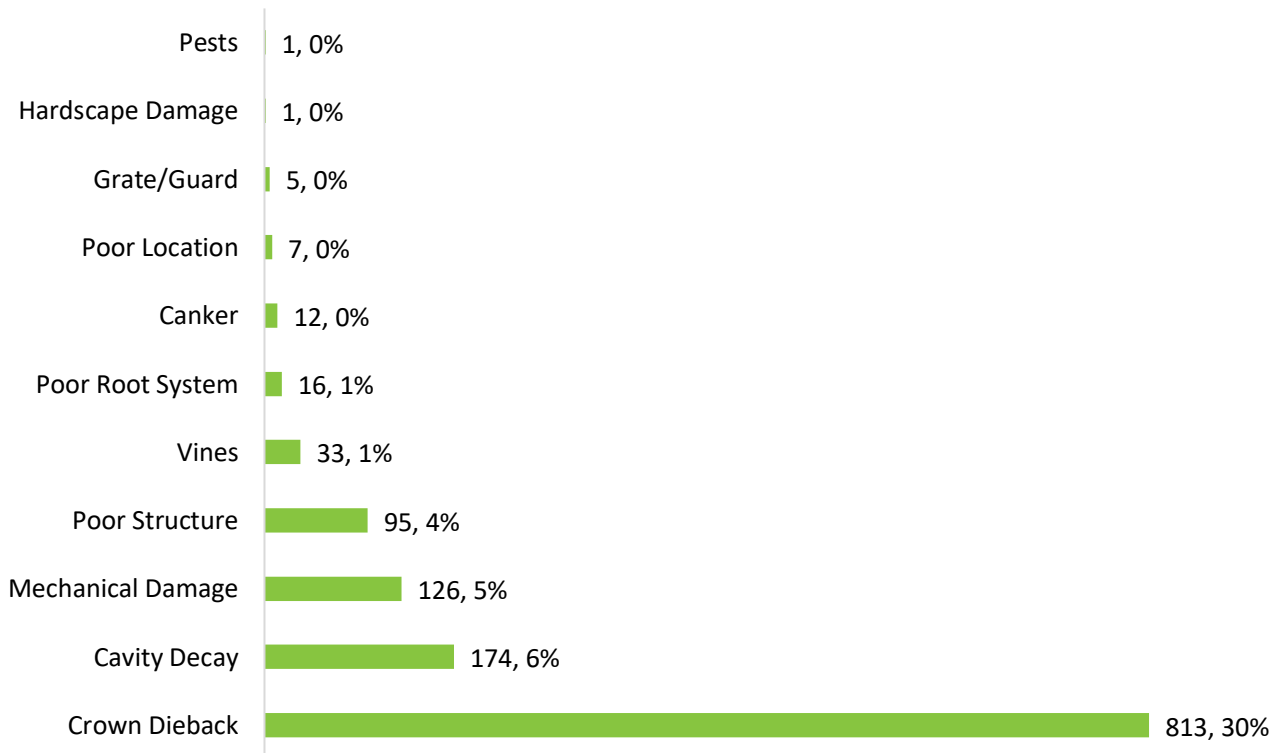


Figure 8. Observations of the (sample) public trees

Recommended Maintenance of Public Trees ("Tree Work")

Recommended Tree Work for (Sample) Public Trees

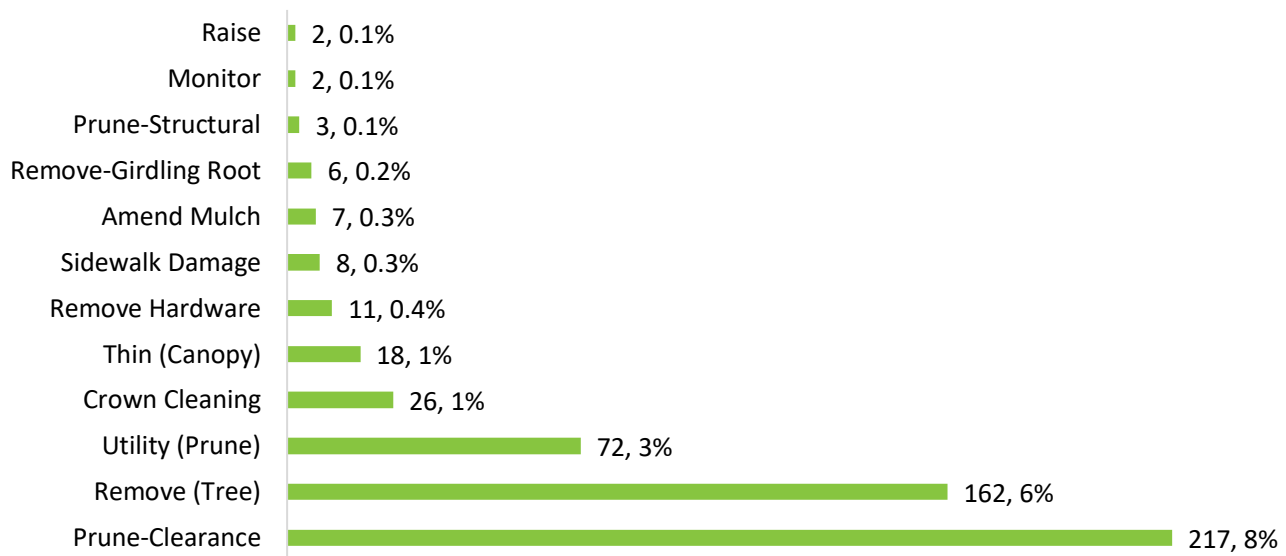


Figure 9. Recommended tree work for (sample) public trees

Public Tree Conflicts (Sample Inventory)

Public Tree Wire Conflicts

Summary of Utility Conflicts of (Sample) Public Trees

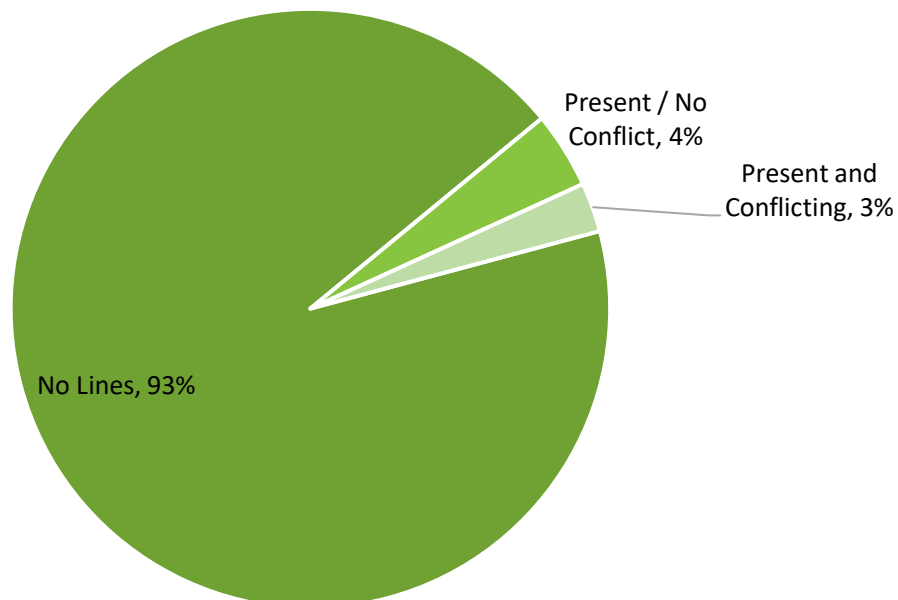


Figure 10. Summary of utility conflicts of (sample) public trees

Public Tree Clearance Conflicts

Existing Clearance Conflicts of the Public Tree Sample Inventory

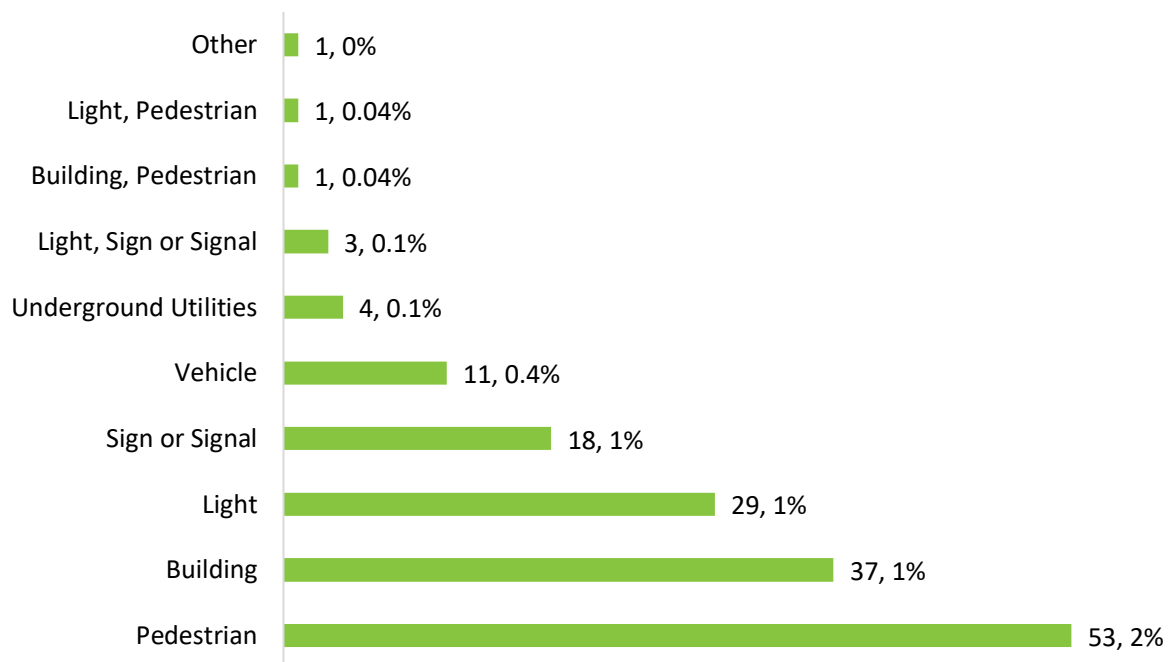


Figure 11. Existing clearance conflicts of the public tree sample inventory

Ecosystem Benefits and Services of the Public Tree Sample Inventory

Table 4. Ecosystem benefits and services of the sample public trees

Metric	Amount	Average	Alternative Unit	Equivalent
Overall Monetary Benefit	\$7,767	\$3.02		
Air Quality Monetary Benefit	\$2,598	\$1.01		
Pollutants Removed	1,169 lbs	0.46 lbs	0.6	
Carbon Monetary Benefit	\$3,646	\$1.42		
Carbon Stored	156,765 lbs	61.05 lbs	78	
Evaporation	289,960 ft ³	112.91 ft ³	2,169,054	3 Olympic pools
Interception	290,397 ft ³	113.08 ft ³	2,172,323	3 Olympic pools
Potential Evaporation	2,500,561 ft ³	973.74 ft ³	18,705,499	28 Olympic pools
Evapotranspiration	1,892,393 ft ³	736.91 ft ³	14,156,082	21 Olympic pools
Runoff Avoided	22,804 ft ³	8.88 ft ³	170,586	1/4 Olympic pool
Stormwater Monetary Benefit	\$1,525	\$0.59		
Transpiration	613,646 ft ³	238.96 ft ³	4,590,388	7 Olympic pools
CO Pollution Removed	12 lbs	0.005 lbs	0.01	
CO Removed Monetary Benefit	\$8	\$0.003		
NO2 Pollution Removed	55 lbs	0.02 lbs	0.03	
NO2 Removed Monetary Benefit	\$11	\$0.004		
O3 Pollution Removed	1,046 lbs	0.41 lbs	0.5	
O3 Removed Monetary Benefit	\$1,233	\$0.48		
PM2.5 Pollution Removed	28 lbs	0.01 lbs	0.01	
PM2.5 Removed Monetary Benefit	\$1,339	\$0.52		
SO2 Pollution Removed	21 lbs	0.01 lbs	0.01	
SO2 Removed Monetary Benefit	\$0	\$0.000004		
CO2 Sequestered	156,765 lbs	61.05 lbs	78	
CO2 Sequestered Monetary Benefit	\$3,646	\$1.42		
CO2 Storage	5,348,466 lbs	2,082.74 lbs	2,674	
CO2 Storage Monetary Benefit	\$124,391	\$48.44		
Carbon Dry Weight	2,917,345 lbs	1,136.04 lbs	1,459	
Carbon Storage	1,458,672 lbs	568.02 lbs	729	

"lbs" = pounds; "gal" = gallons; "ft³" = cubic feet

PRIVATE TREE SAMPLE INVENTORY SUMMARY

Private Data Highlights (Sample Inventory)

Field	Value
Data Points	850
Alive & Dead Trees	848
Adjacent Land Use	39% Single Family 27% Multi Family
Primary Growing Space Type	Other (Maintained): 70% Front Yard: 19%
Primary Planting Site Width	Class III (large) 11+ feet: 62% Class II (medium) 6-10 feet: 20%
Number of Unique Tree Genera	34
Most Common Tree Genera	<i>Quercus</i> : 19% (159 trees) <i>Acer</i> : 12% (103 trees) <i>Pinus</i> : 9% (75 trees)
Proportion of Top 10 Tree Genera	Top 10 comprise 78% of private trees
Number of Unique Tree Species	64
Most Common Tree Species	Pin oak: 9% (76 trees) Loblolly pine: 8% (65 trees) Red maple: 8% (64 trees)
Proportion of Top 10 Tree Species	Top 10 comprise 57% of private trees
Tree Size Classes	39% 0-6in DBH (334 trees) 20% 6-12in DBH (171 trees) 23% 12-18in DBH (198 trees) 10% 18-24in DBH (83 trees) 5% 24-30in DBH (44 trees) 2% >30in DBH (18 trees)
Average Diameter / Largest Tree	10.2 inch average / 34 inch tulip tree
Tree Condition	0.1% Excellent (1 tree) 70% Good (594 trees) 24% Fair (202 trees) 4% Poor (33 trees) 2% Dead (20 trees)
Observations	41% Crown Dieback (346 trees) 9% Cavity Decay (75 trees)
Recommended Tree Work	Clearance Prune: 9% (74 trees) Remove Hardware: 6% (53 trees) Remove (Tree): 3% (23 trees)
Wire Conflicts	Wires present & conflicting: 17 trees (2%)
Clearance Conflicts	Building: 4% (33 trees) Pedestrian: 3% (23 trees)
Ecosystem Benefits	\$3,295 Overall Annual Value

Table 5. Summary of the sample private tree inventory

Private Tree Location and Growing Space (Sample Inventory)

Adjacent Land Use of Private Trees

Distribution of (Sample) Private Trees by Land Use

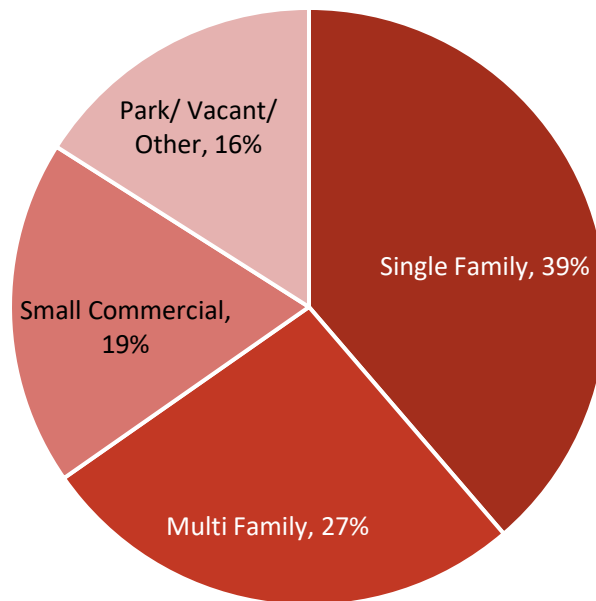


Figure 12. Distribution of (sample) private trees by land use

Growing Space Type of Private Trees

Distribution of (Sample) Private Trees Growing Space

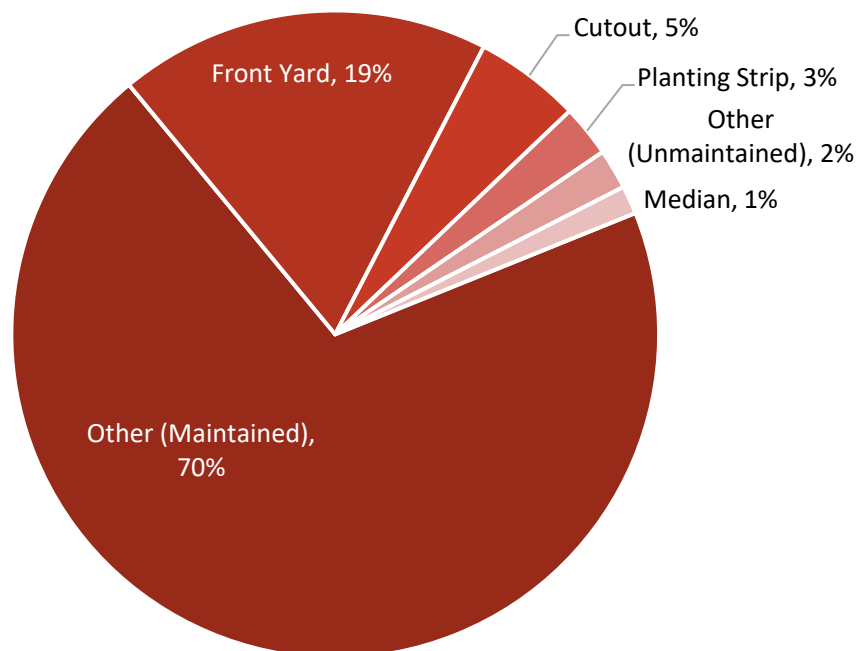


Figure 13. Distribution of growing space for the (sample) private trees

Existing Tree Planting Site Width of Private Trees

Distribution of (Sample) Private Trees Planting Site Width

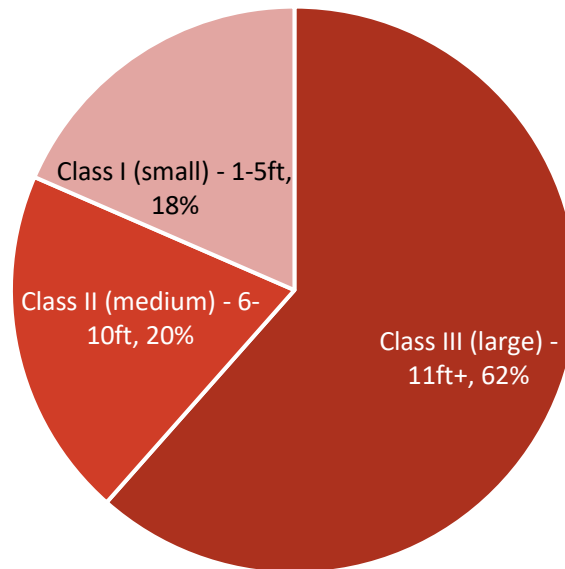


Figure 14. Distribution of (sample) private trees planting site widths

Private Tree Structure (Sample Inventory)

Private Tree Genera Composition

Distribution of (Sample) Private Tree Genera (Top 10)

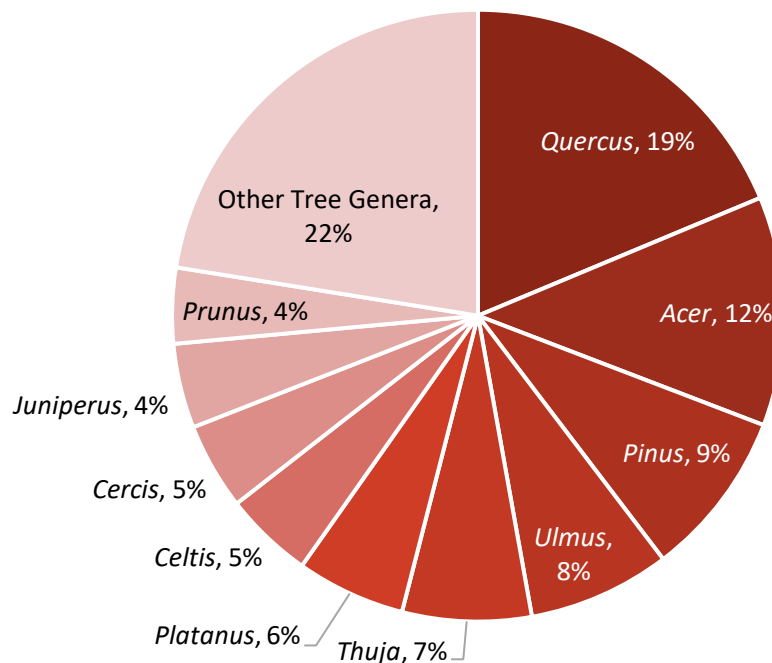


Figure 15. Distribution of (sample) private tree genera (top 10)

Private Tree Species Composition

Distribution of (Sample) Private Tree Species by Common Name (Top 10)

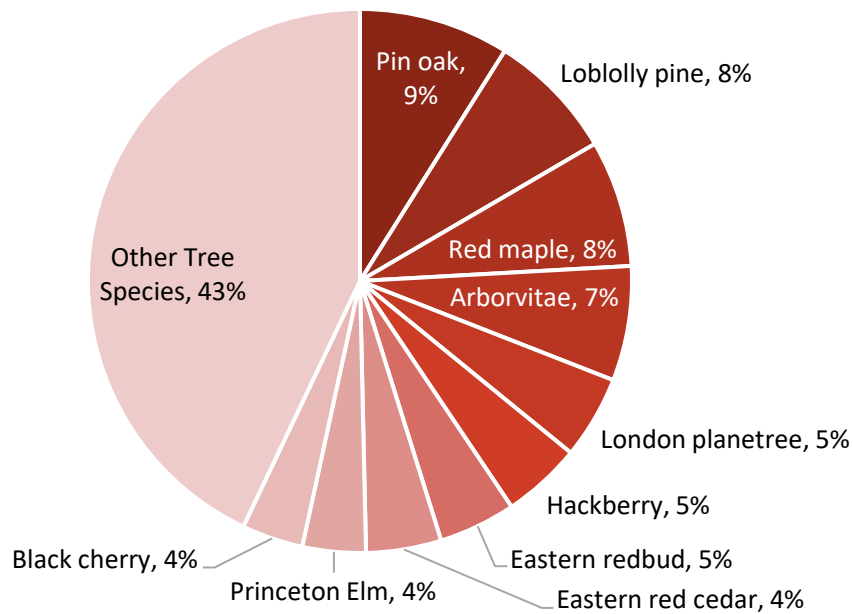


Figure 16. Distribution of (sample) private tree species (top 10)

Private Tree Size Classes and Relative Age Distribution

Comparison of Fayetteville's (Sample) Private Tree Size Classes to the Ideal Distribution (Richards 1993)

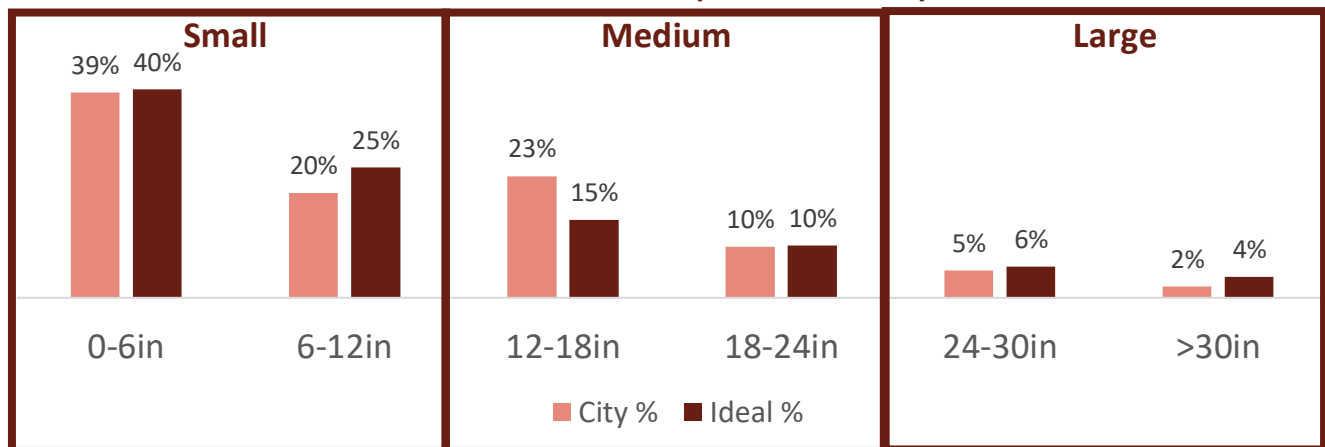


Figure 17. Comparison of Fayetteville's (sample) private tree size classes to the ideal distribution (Richards, 1993)

Private Tree Condition and Maintenance Needs (Sample Inventory)

Private Tree Condition

Distribution of Private Trees by Condition (Sample Inventory)

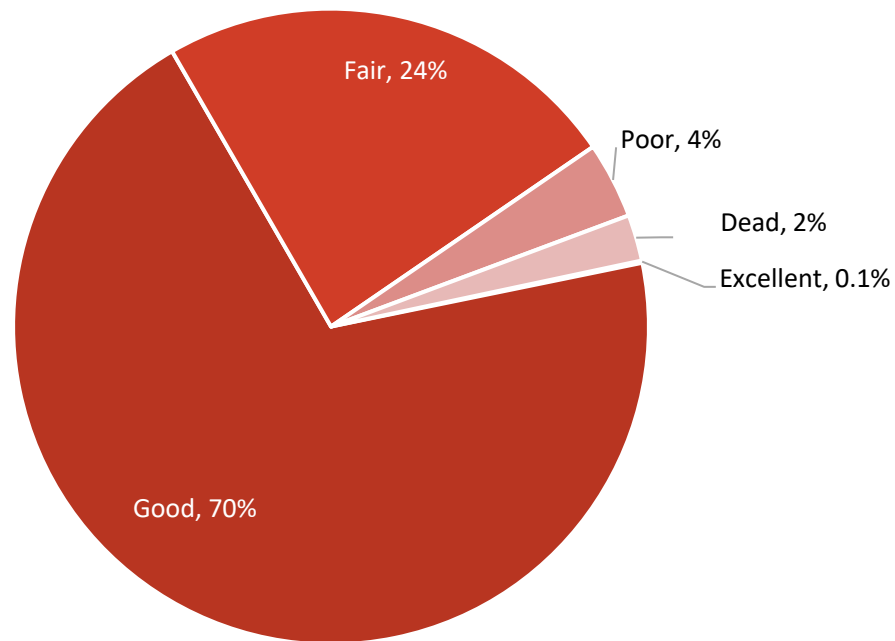


Figure 18. Distribution of (sample) private trees by condition

Private Tree Observations

Summary of Observations from the Private Tree Sample Inventory

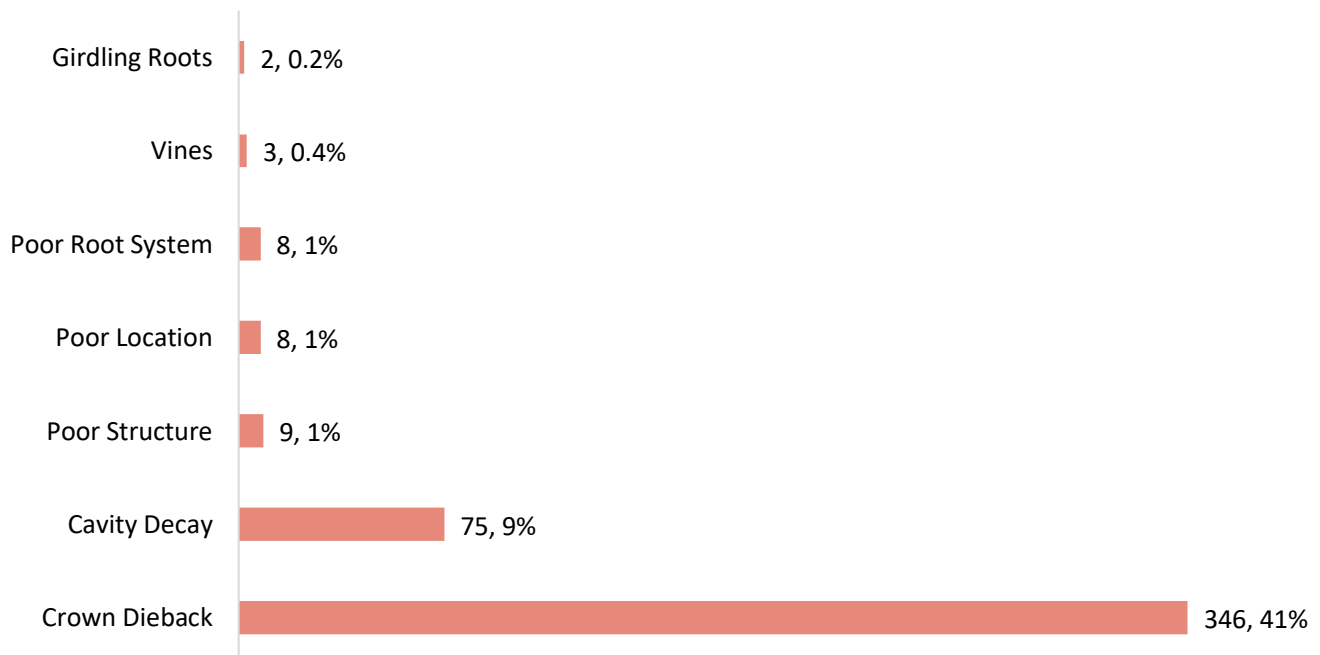


Figure 19. Summary of observations from the private sample tree inventory

Recommended Maintenance of Private Trees ("Tree Work")

Recommended Tree Work for the Private Tree (Sample) Inventory

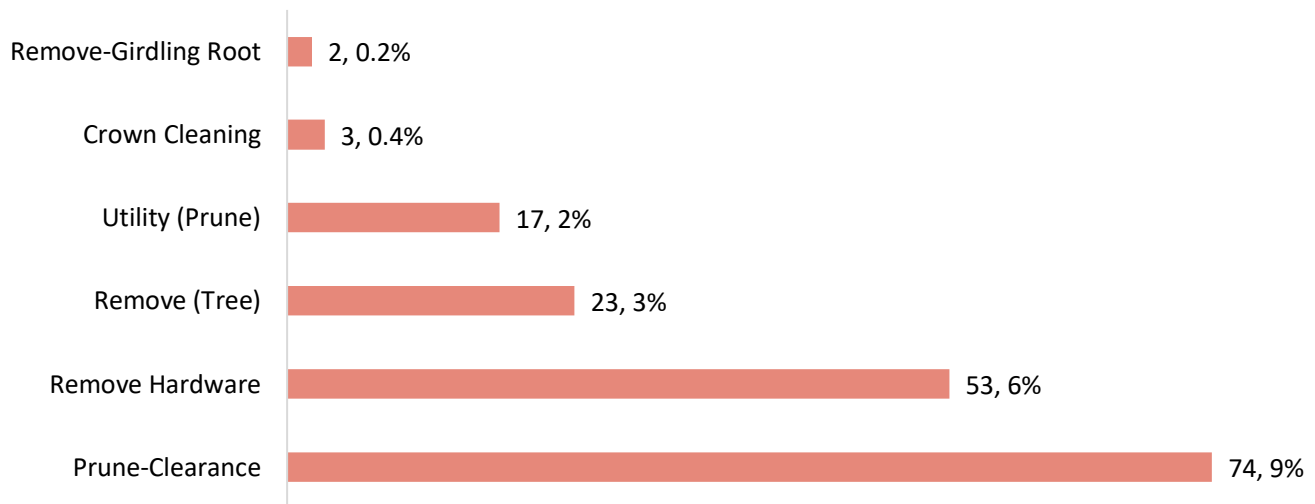


Figure 20. Recommended tree work for the (sample) private tree inventory

Private Tree Conflicts (Sample Inventory)

Private Tree Wire Conflicts

Summary of Wire Conflicts for the (Sample) Private Trees Inventoried

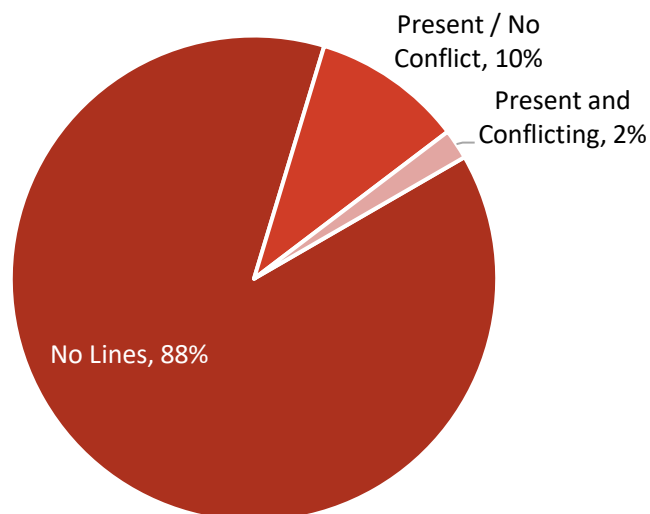


Figure 21. Summary of the wire conflicts for the (sample) private tree inventory

Private Tree Clearance Conflicts

Existing Clearance Conflicts of the Private Tree Sample Inventory

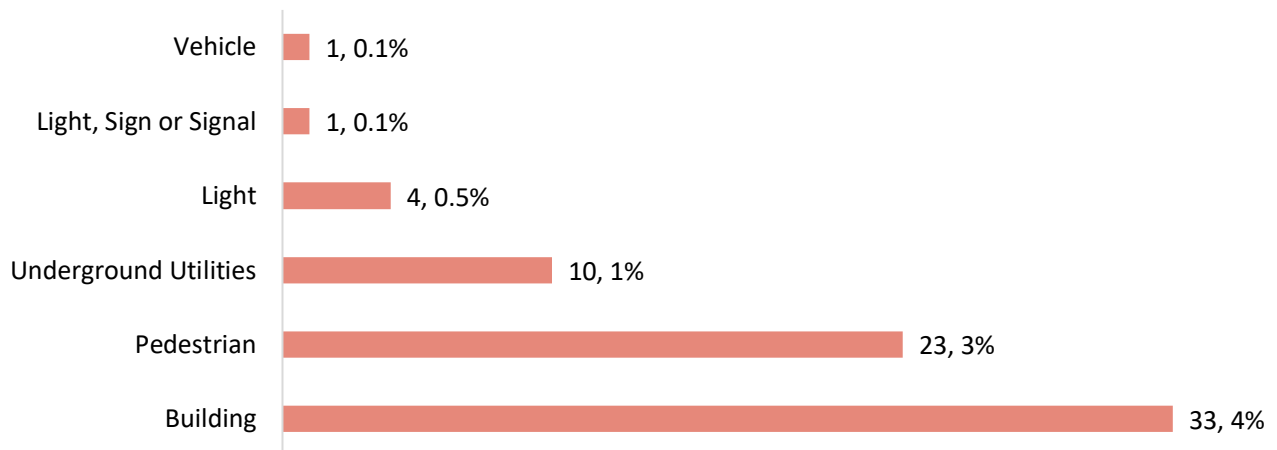


Figure 22. Existing clearance conflicts of the (sample) private tree inventory

Ecosystem Benefits and Services of the Private Tree Sample Inventory

Table 6. Ecosystem benefits and services of the sample private trees

Metric	Amount	Average	Alternative Unit	Equivalent
Overall Monetary Benefit	\$3,295	\$3.97		
Air Quality Monetary Benefit	\$1,153	\$1.39		
Pollutants Removed	475 lbs	0.57 lbs	0.238 tons	
Carbon Monetary Benefit	\$1,656	\$2.00		
Carbon Stored	71,206 lbs	85.79 lbs	36 tons	
Evaporation	93,621 ft ³	112.80 ft ³	700,331 gal	1 Olympic pool
Interception	93,762 ft ³	112.97 ft ³	701,389 gal	1 Olympic pool
Potential Evaporation	807,155 ft ³	972.48 ft ³	6,037,939 gal	9 Olympic pools
Evapotranspiration	610,884 ft ³	736.01 ft ³	4,569,731 gal	7 Olympic pools
Runoff Avoided	7,272 ft ³	8.76 ft ³	54,402 gal	
Stormwater Monetary Benefit	\$486	\$0.59		
Transpiration	198,003 ft ³	238.56 ft ³	1,481,167 gal	2 Olympic pools
CO Pollution Removed	5 lbs	0.005 lbs	0.002 tons	
CO Removed Monetary Benefit	\$3	\$0.003		
NO2 Pollution Removed	25 lbs	0.03 lbs	0.012 tons	
NO2 Removed Monetary Benefit	\$5	\$0.006		
O3 Pollution Removed	422 lbs	0.51 lbs	0.211 tons	
O3 Removed Monetary Benefit	\$496	\$0.60		
PM2.5 Pollution Removed	14 lbs	0.02 lbs	0.007 tons	
PM2.5 Removed Monetary Benefit	\$647	\$0.78		
SO2 Pollution Removed	9 lbs	0.01 lbs	0.004 tons	
SO2 Removed Monetary Benefit	\$0	\$0.00		
CO2 Sequestered	71,206 lbs	85.79 lbs	36 tons	
CO2 Sequestered Monetary Benefit	\$1,656	\$2.00		
CO2 Storage	2,015,538 lbs	2,428.36 lbs	1,008 tons	
CO2 Storage Monetary Benefit	\$46,876	\$56.48		
Carbon Dry Weight	1,099,385 lbs	1,324.56 lbs	550 tons	
Carbon Storage	549,692 lbs	662.28 lbs	275 tons	

"lbs" = pounds; "gal" = gallons; "ft³" = cubic feet

PUBLIC PARK AND TRAIL SAMPLE TREE INVENTORY

Summary of Sample Tree Inventories in Public Parks

Data Field	Wilson Park	Farmers Market	Frisco Park	Greathouse Park	Mt. Sequoyah Gardens	Mt. Sequoyah Trail
# of Data Points	485	41	61	95	48	179
Most Common Tree Genera	<i>Quercus</i> (41%)	<i>Prunus</i> (37%)	<i>Amelanchier</i> (31%)	<i>Ulmus</i> (25%)	<i>Cercis</i> (19%)	<i>Quercus</i> (53%)
Most Common Tree Species	Post oak (19%)	Yoshino flowering cherry (37%)	Service-berry (31%)	Green ash (22%)	Eastern redbud (19%)	Post oak (38%)
Primary Condition	Good (84%)	Good (100%)	Good (80%)	Good (46%)	Good (67%)	Good (88%)
Primary Size Class	6-12in (21%)	6-12in (54%)	0-3in (41%)	6-12in (45%)	6-12in (46%)	12-18in (50%)
Tree Work	Clearance Prune (8%)	Clearance Prune (17%)	Remove Tree (3%)	Remove Tree (6%)	Crown Cleaning (13%)	Remove Tree (3%)
Primary Observation	Crown Dieback (35%)	Poor Root System (32%)	Crown Dieback (23%)	Poor Location (13%)	Crown Dieback (60%)	Poor Structure (12%)
Primary Clearance Conflict	Lights 4%	Buildings (17%)	None	None	Buildings (4%)	None

Table 7. Tree data summaries for parks inventoried in 2022

POSSIBLE PUBLIC PLANTING SITES

Summary of Possible Planting Sites on Public Property

Field	Value
Counts	Proposed Planting Sites: 336 Stumps: 28 Dead Trees: 144
Proposed Planting Site Widths	Class I (small) 1-5 feet: 80 (16%) Class II (medium) 6-10 feet: 316 (62%) Class III (large) 11+ feet: 112 (22%)
Growing Space of Proposed Sites	Cutout: 275 (54%) Median: 192 (38%) Other (Maintained): 38 (7%)
Adjacent Land Use of Proposed Sites	Park/Vacant/Other: 260 (51%) Single Family: 140 (28%) Small Commercial: 50 (10%)
Wire Conflicts	No Lines: 470 (93%) Wires Present, No Conflict: 34 (7%) Wires Present, Conflicting: 4 (0.8%)
Diameter of Stumps	3-6in: 20 (71%) 12-18in: 4 (14%) 0-3in: 2 (7%)

Table 8. Summary of possible public planting sites inventoried in 2022

ESTIMATED CHARACTERISTICS OF ALL PUBLIC TREES

Methodology

Based on a total of 470 (500) linear road miles in the City and the inventory of public trees along 5% of roadways, the urban forestry consultants utilized research data from the 2014 Urban & Community Forestry Census of Tree Activities (Hauer, et al.) to estimate the total public tree population. For communities of similar size, population, population density, and linear road miles, the average public tree population is 25,000 trees. Based on these estimates, the sample public tree data (2,712 alive or dead trees) was extrapolated to represent 25,000 public trees. The following summaries provide estimates of public tree extent, growing space, structure, characteristics, and maintenance needs:

Public Tree Status

Estimated Status of All Public Trees

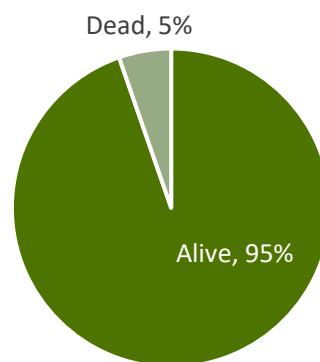


Figure 23. Estimated status of all public trees

Public Tree Location and Growing Space (Estimated for All Public Trees)

Adjacent Land Use of Public Trees

Estimated Adjacent Land Use of All Public Trees

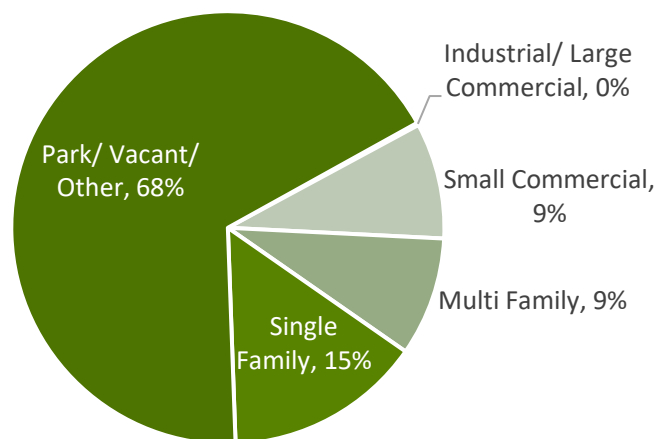


Figure 24. Estimated adjacent land use of all public trees

Growing Space Type of Public Trees

Estimated Growing Space of All Public Trees

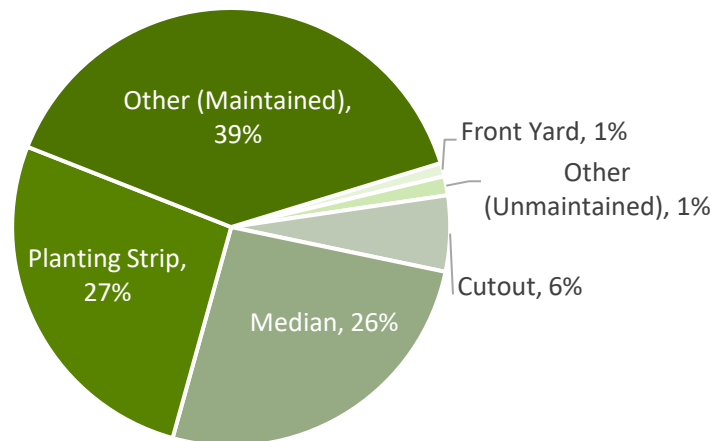


Figure 25. Estimated growing space of all public trees

Existing Tree Planting Site Width of Public Trees

Estimated Planting Site Widths of All Public Trees

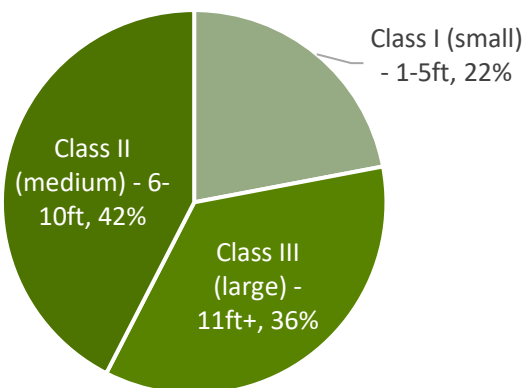


Figure 26. Estimated planting site widths of all public trees

Public Tree Structure (Estimated for All Public Trees)

Public Tree Genera Composition

Estimated Tree Genera Diversity (Top 10) of All Public Trees

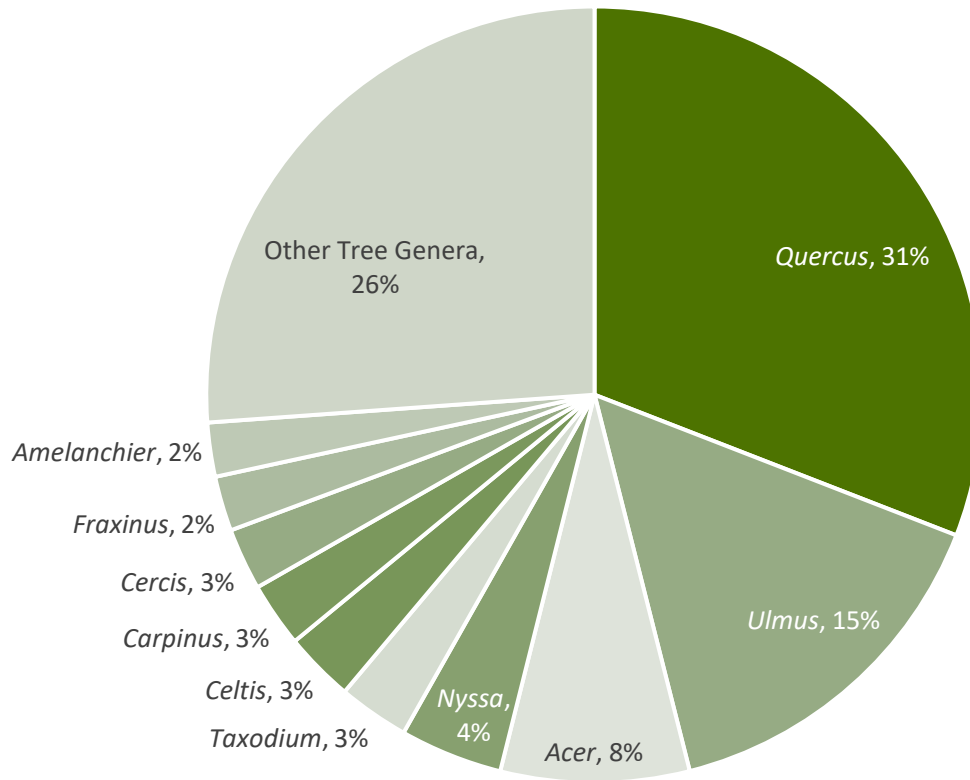


Figure 27. Estimated tree genera diversity for all public trees (top 10)

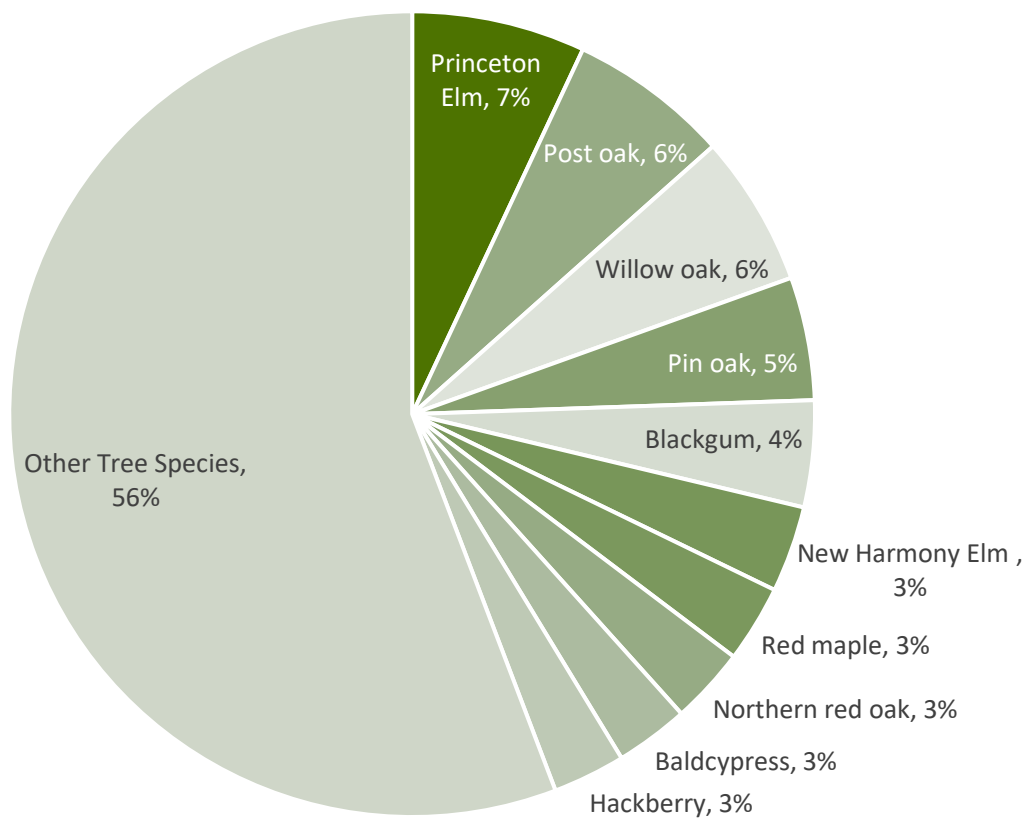
Public Tree Species Composition**Estimated Tree Species Diversity (Top 10) of All Public Trees**

Figure 28. Estimated tree species diversity for all public trees (top 10)

Public Tree Size Classes and Relative Age Distribution

Estimated Distribution of Diameter Classes for All Public Trees Compared to the Ideal Distribution (Richards, 1993)

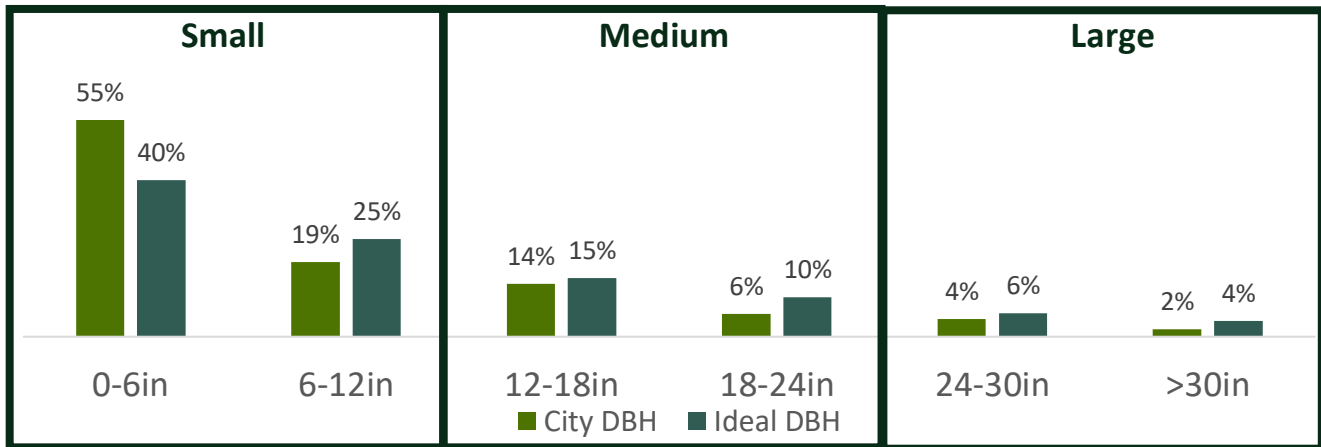


Figure 29. Estimated distribution of diameter classes for all public trees compared to the ideal distribution (Richards, 1993)

Public Tree Condition and Maintenance Needs (Estimated for All Public Trees)

Public Tree Condition

Estimated Condition of All Public Trees

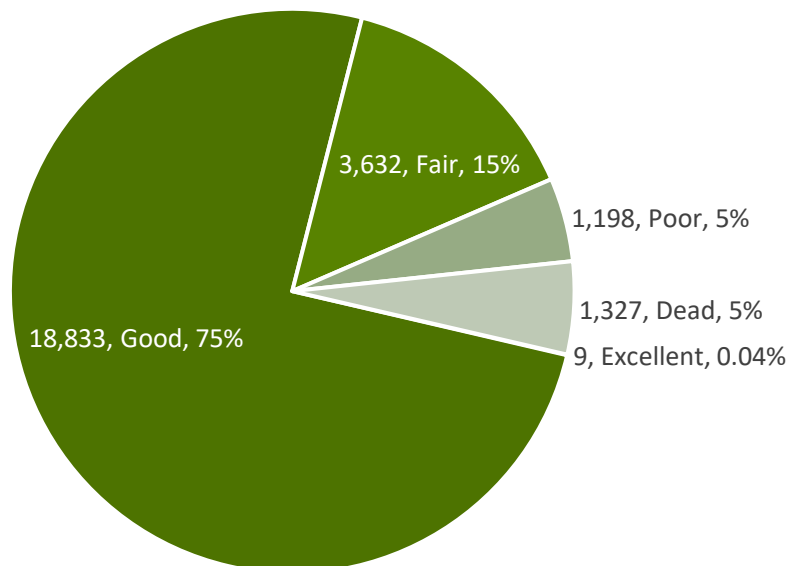


Figure 30. Estimated condition of all public trees

Public Tree Observations

Estimated Observations and Defects of All Public Trees

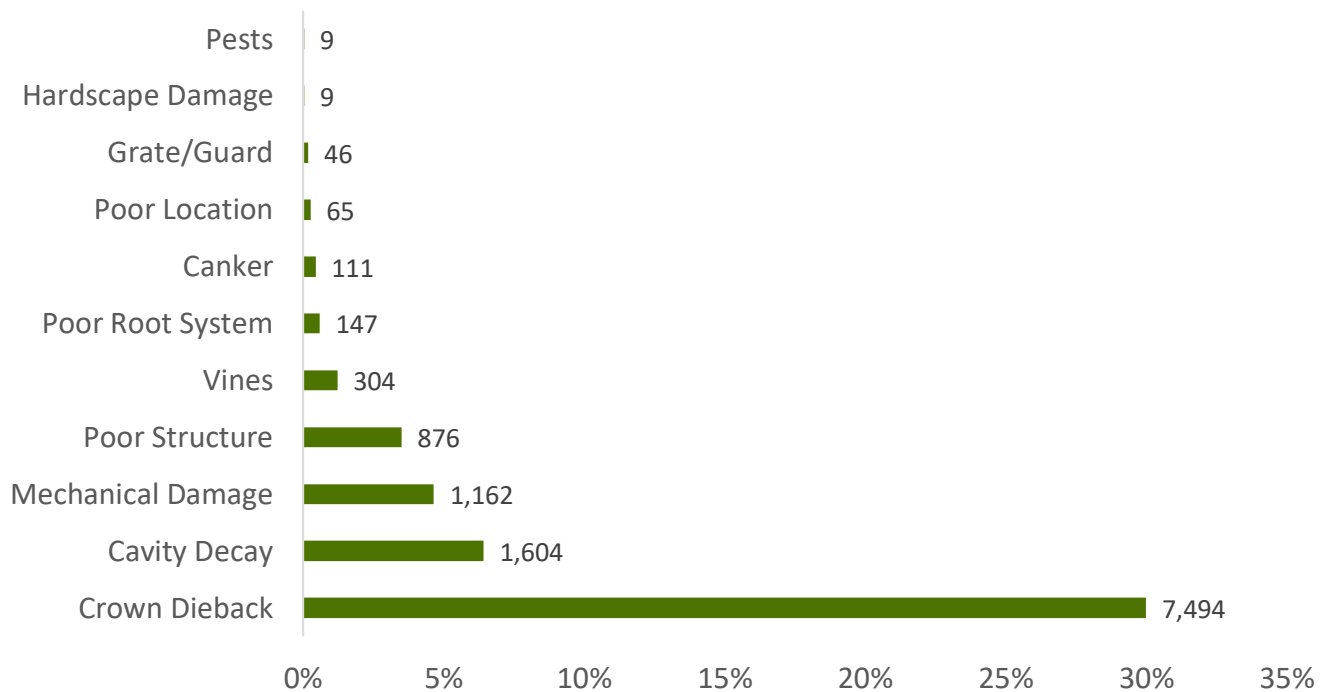


Figure 31. Estimated observations and defects of all public trees

Recommended Maintenance of Public Trees ("Tree Work")

Estimated Tree Work Needed for All Public Trees

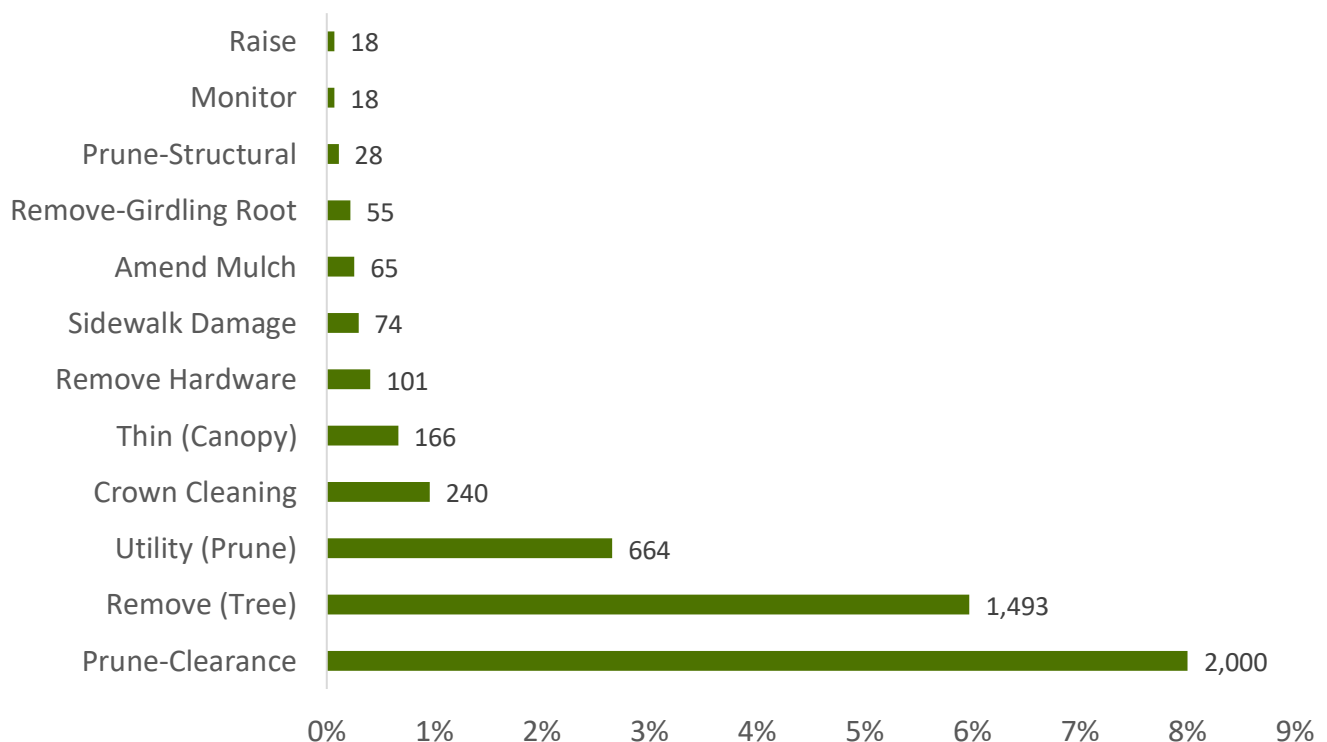


Figure 32. Estimated tree work needed for all public trees

Public Tree Conflicts (Estimated for All Public Trees)

Public Tree Wire Conflicts

Estimated Wire Conflicts of All Public Trees

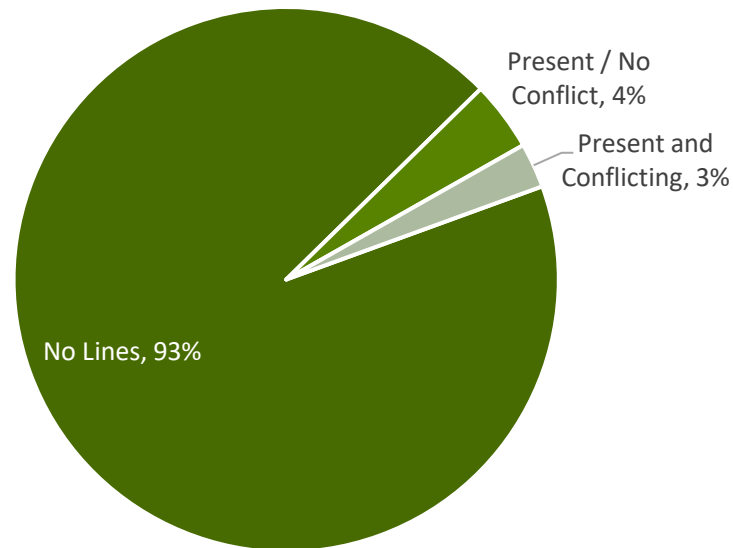


Figure 33. Estimated wire conflicts for all public trees

Public Tree Clearance Conflicts

Estimated Clearance Conflicts of All Public Trees

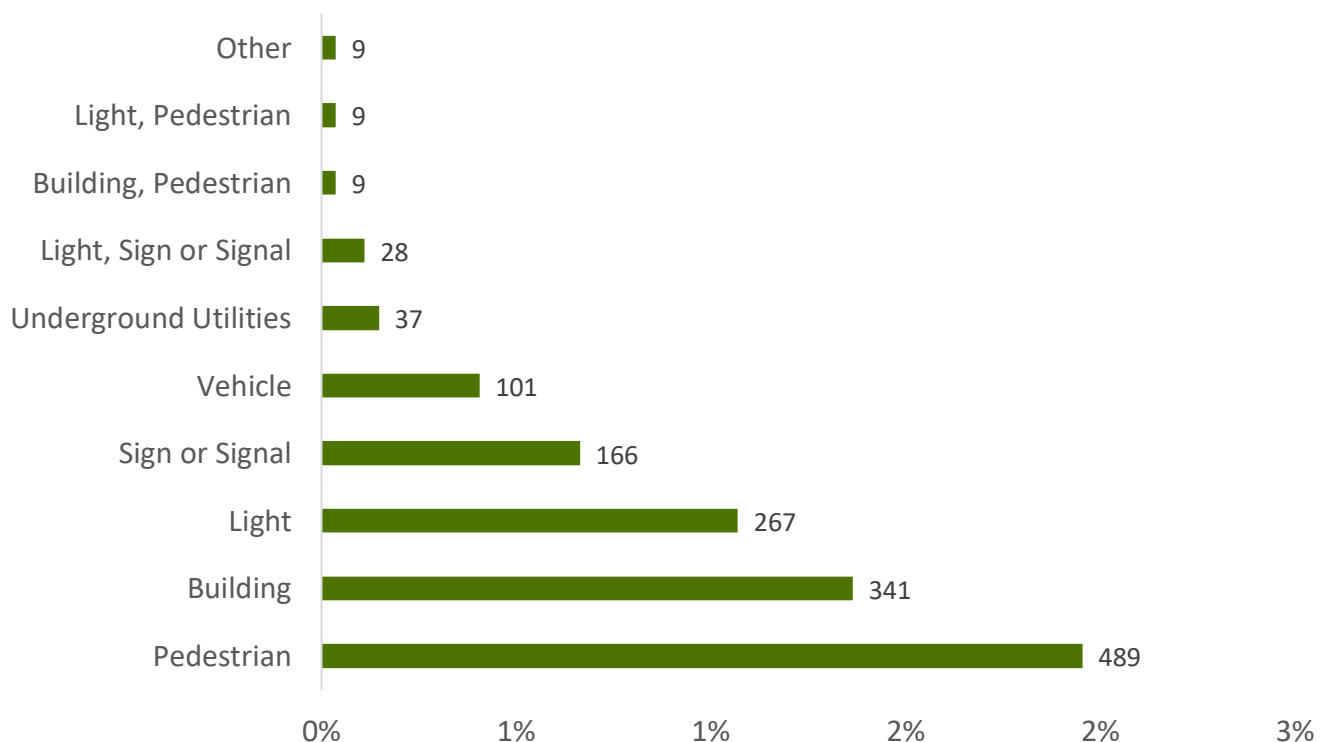


Figure 34. Estimated clearance conflicts of all public trees

Estimated Ecosystem Benefits and Services of All Public Trees

Table 9. Estimated ecosystem benefits and services of all public trees

Metric	Amount	Alternative Unit	Equivalent
Overall Monetary Benefit	\$71,600		
Air Quality Monetary Benefit	\$23,949		
Pollutants Removed	10,776 lbs	5 tons	
Carbon Monetary Benefit	\$33,614		
Carbon Stored	1,445,102 lbs	723 tons	
Evaporation	2,672,939 ft ³	19,994,971 gal	30 Olympic pools
Interception	2,676,967 ft ³	20,025,105 gal	30 Olympic pools
Potential Evaporation	23,050,898 ft ³	172,432,701 gal	261 Olympic pools
Evapotranspiration	17,444,624 ft ³	130,494,858 gal	198 Olympic pools
Runoff Avoided	210,214 ft ³	1,572,508 gal	2 Olympic pools
Stormwater Monetary Benefit	\$14,054		
Transpiration	5,656,762 ft ³	42,315,524 gal	64 Olympic pools
CO Pollution Removed	112 lbs		
CO Removed Monetary Benefit	\$72		
NO2 Pollution Removed	506 lbs		
NO2 Removed Monetary Benefit	\$103		
O3 Pollution Removed	9,643 lbs	5 tons	
O3 Removed Monetary Benefit	\$11,367		
PM2.5 Pollution Removed	258 lbs		
PM2.5 Removed Monetary Benefit	\$12,344		
SO2 Pollution Removed	189 lbs		
SO2 Removed Monetary Benefit	\$0.09		
CO2 Sequestered	1,445,101 lbs	723 tons	
CO2 Sequestered Monetary Benefit	\$33,613		
CO2 Storage	49,303,705 lbs	24,652 tons	
CO2 Storage Monetary Benefit	\$1,146,668		
Carbon Dry Weight	26,892,933 lbs	13,446 tons	
Carbon Storage	13,446,459 lbs	6,723 tons	

"lbs" = pounds; "gal" = gallons; "ft³" = cubic feet

ESTIMATED CHARACTERISTICS OF ALL PRIVATE TREES

Methodology

A total of 850 private trees were inventoried as a sample. These trees were located in private parcels adjacent to public streets that were visited during the public tree inventory. According to Fayetteville's Mobility Plan, there are a total of 470 linear road miles and the inventory crews inventoried along a total of 25 linear road miles or approximately 5% of roadways. The private parcels included in the sample inventory had a total acreage of 342 acres. Using the City's Zoning classifications and GIS data, a total of 32,150 acres exist across the City. Therefore, the inventory crews visited 1% of all private parcels. Based on these figures, it is estimated that there are a total of 79,884 private trees, or approximately 80,000 private trees in maintained areas of properties. The following summaries provide estimates of private tree extent, growing space, structure, characteristics, and maintenance needs:

Private Tree Status

Estimated Status of All Private Trees

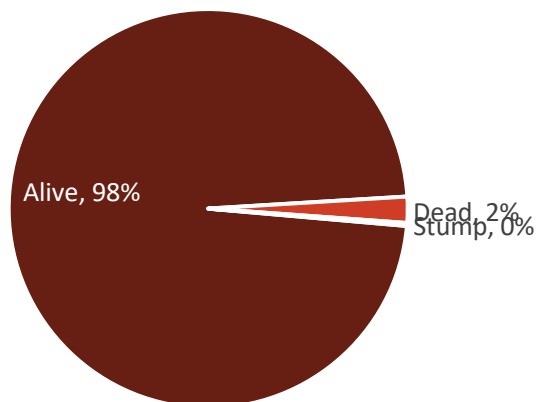


Figure 35. Estimated status of all private trees

Private Tree Location and Growing Space (Estimated for All Private Trees)

Land Use of Private Trees

Estimated Land Use of All Private Trees

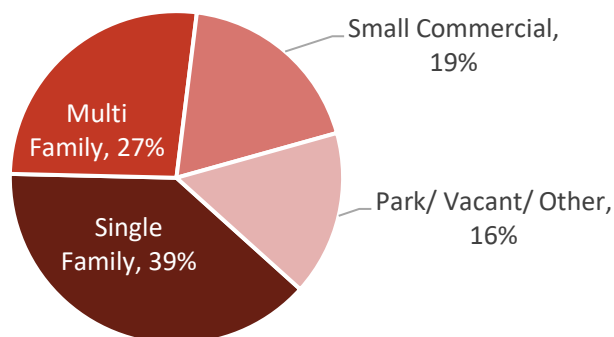


Figure 36. Estimated land use of all private trees

Growing Space Type of Private Trees

Estimated Growing Space of All Private Trees

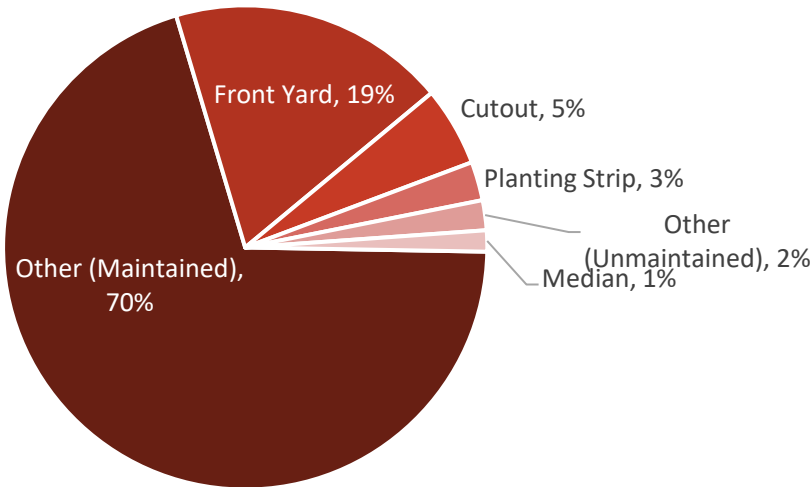


Figure 37. Estimated growing space of all private trees

Existing Tree Planting Site Width of Private Trees

Estimated Planting Site Widths of All Private Trees

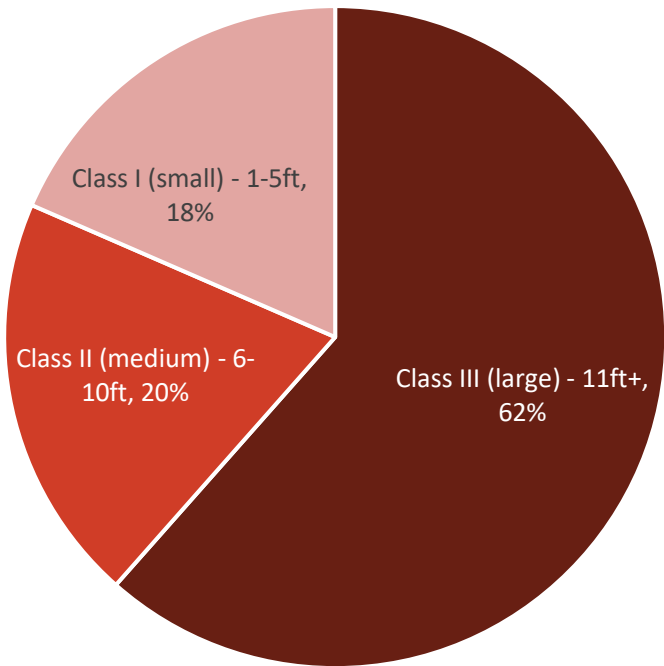


Figure 38. Estimated planting site widths of all private trees

Private Tree Structure (Estimated for All Private Trees)

Private Tree Genera Composition

Estimated Tree Genera Diversity (Top 10) of All Private Trees

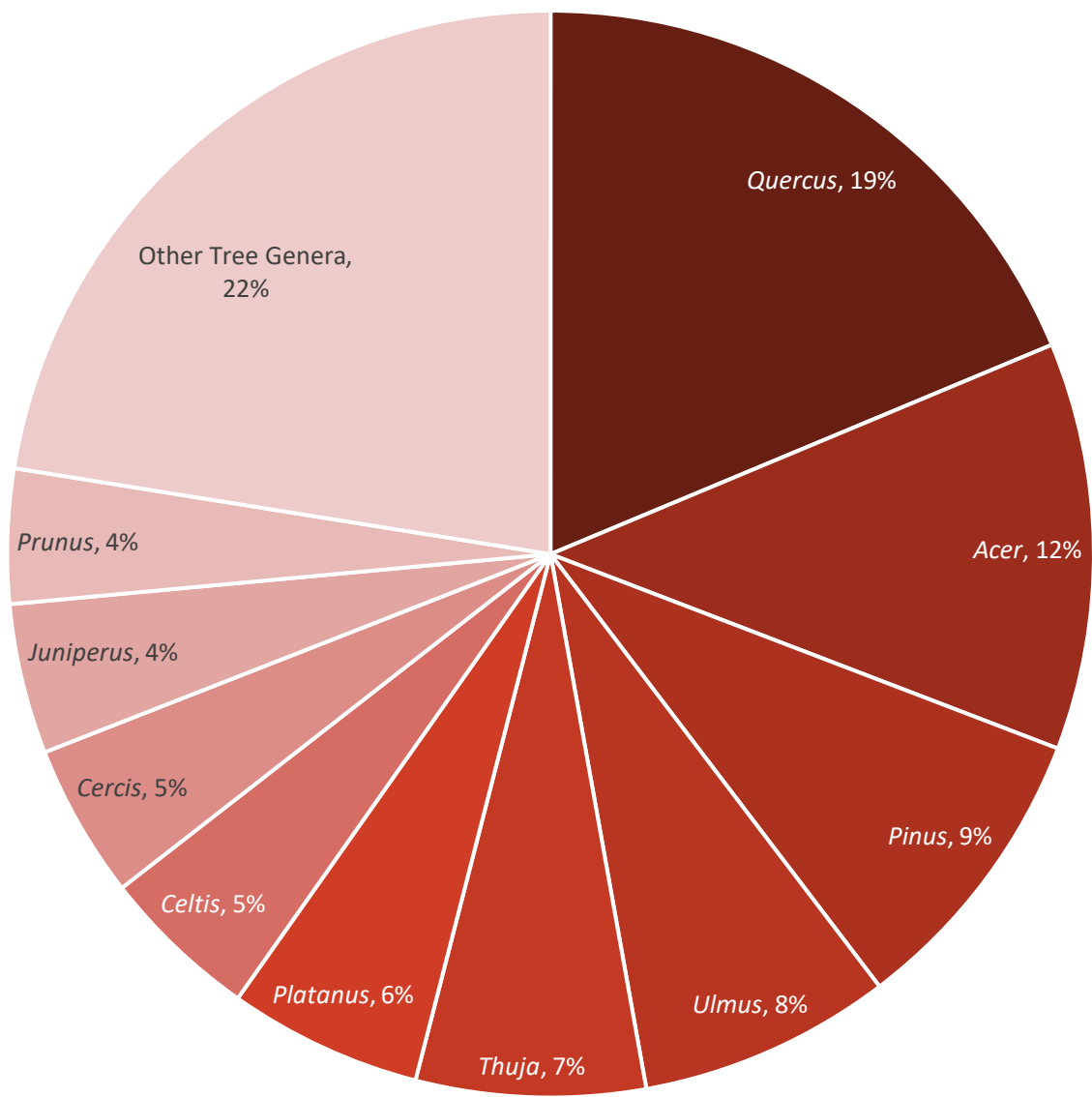


Figure 39. Estimated tree genera diversity of all private trees (top 10)

Private Tree Species Composition

Estimated Tree Species Diversity (Top 10) of All Private Trees

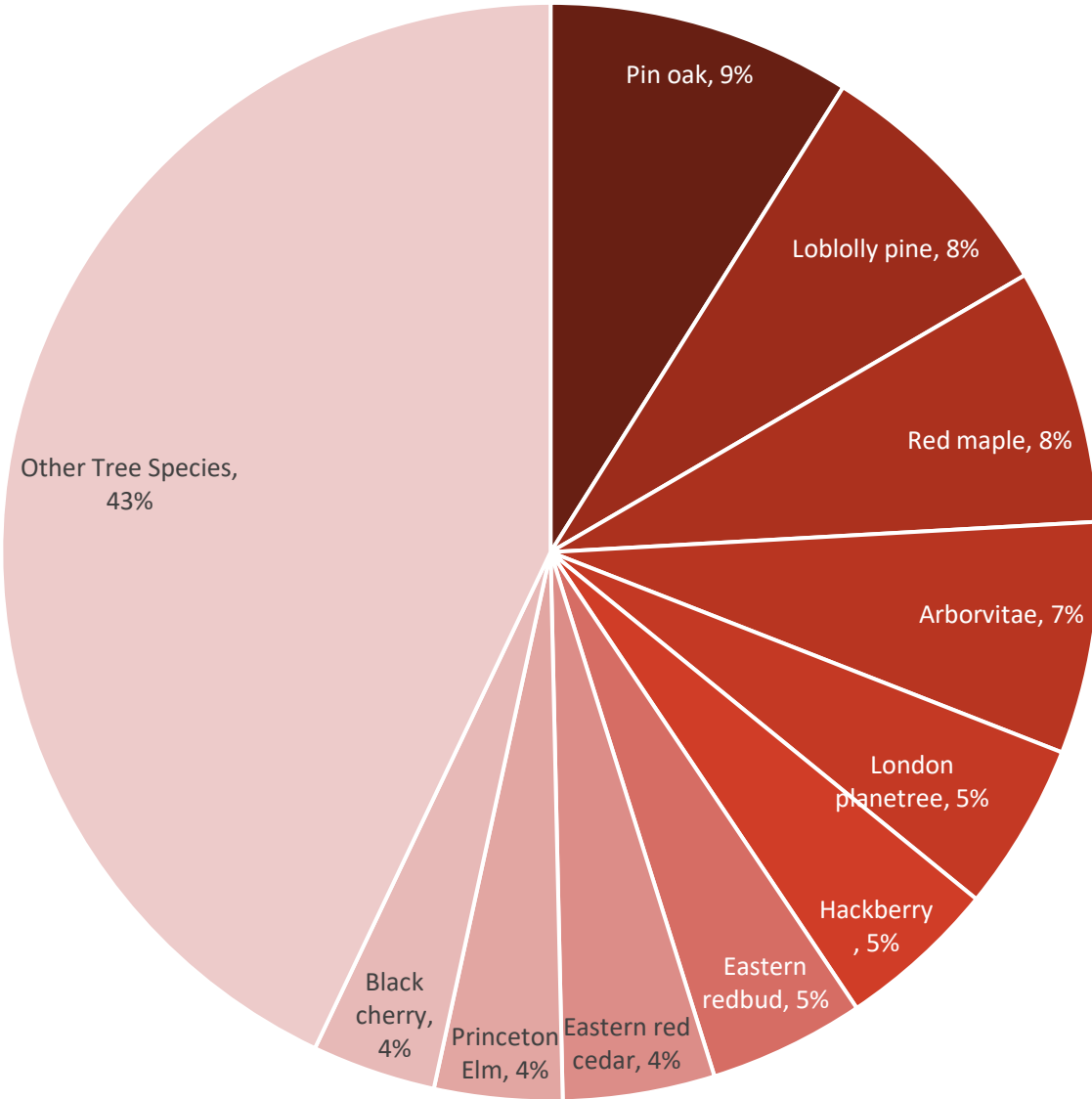


Figure 40. Estimated tree species diversity of all private trees (top 10)

Private Tree Size Classes and Relative Age Distribution

Estimated Distribution of Diameter Classes for All Private Trees
Compared to the Ideal Distribution (Richards, 1993)

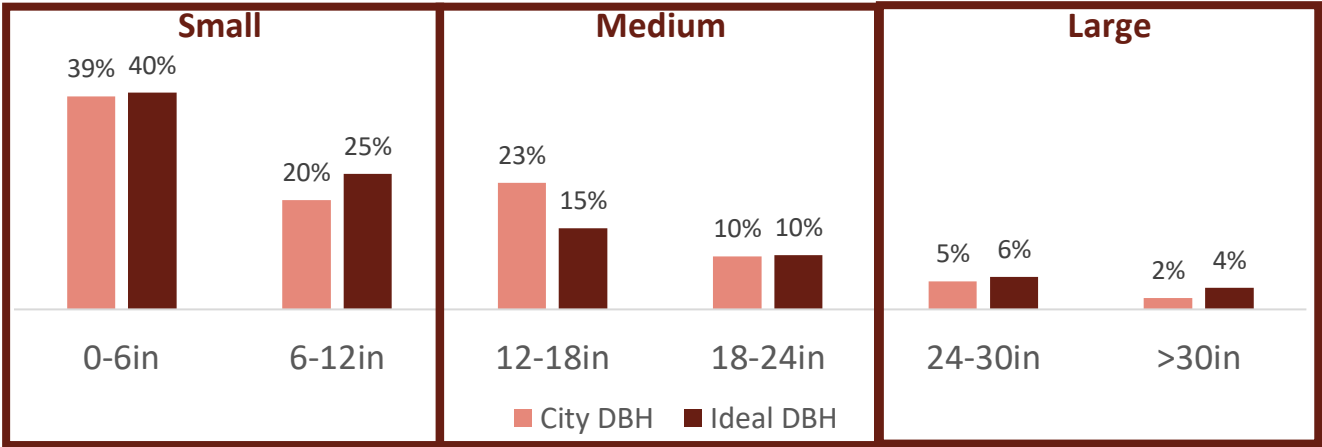


Figure 41. Estimated distribution of diameter classes for all private trees compared to the ideal distribution (Richards, 1993)

Private Tree Condition and Maintenance Needs (Estimated for All Private Trees)

Private Tree Condition

Estimated Condition of All Private Trees

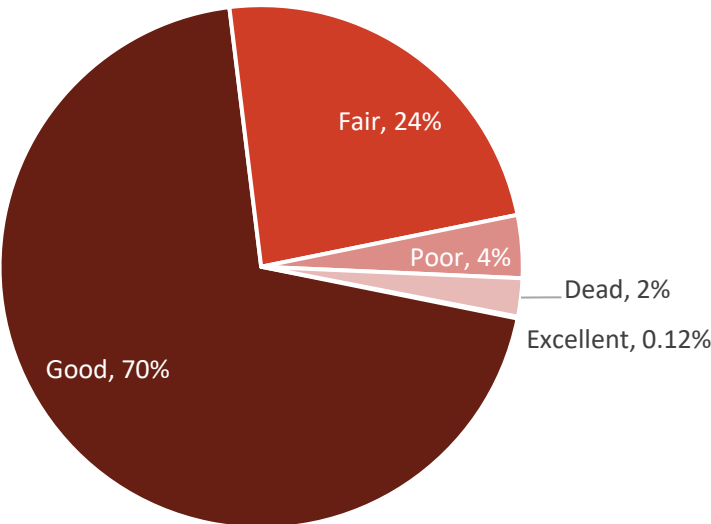


Figure 42. Estimated condition of all private trees

Private Tree Observations

Estimated Observations and Defects of All Private Trees

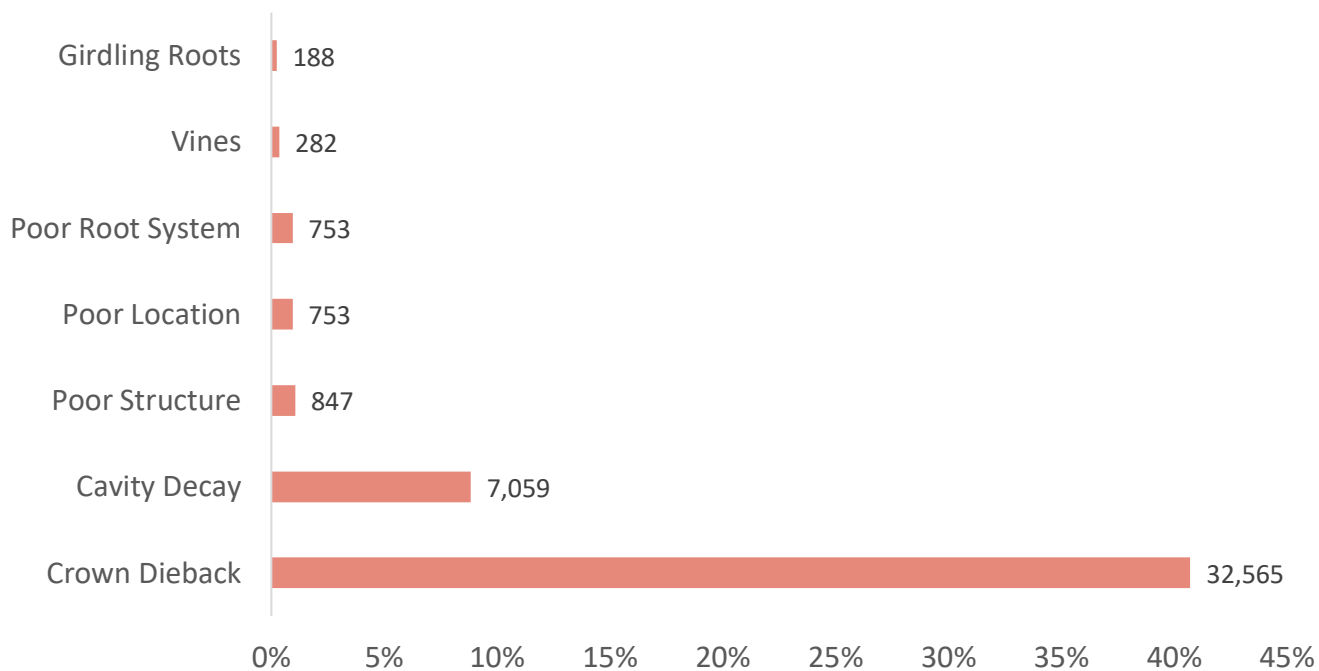


Figure 43. Estimated observations and defects of all private trees

Recommended Maintenance of Private Trees ("Tree Work")

Estimated Tree Work Needed for All Private Trees

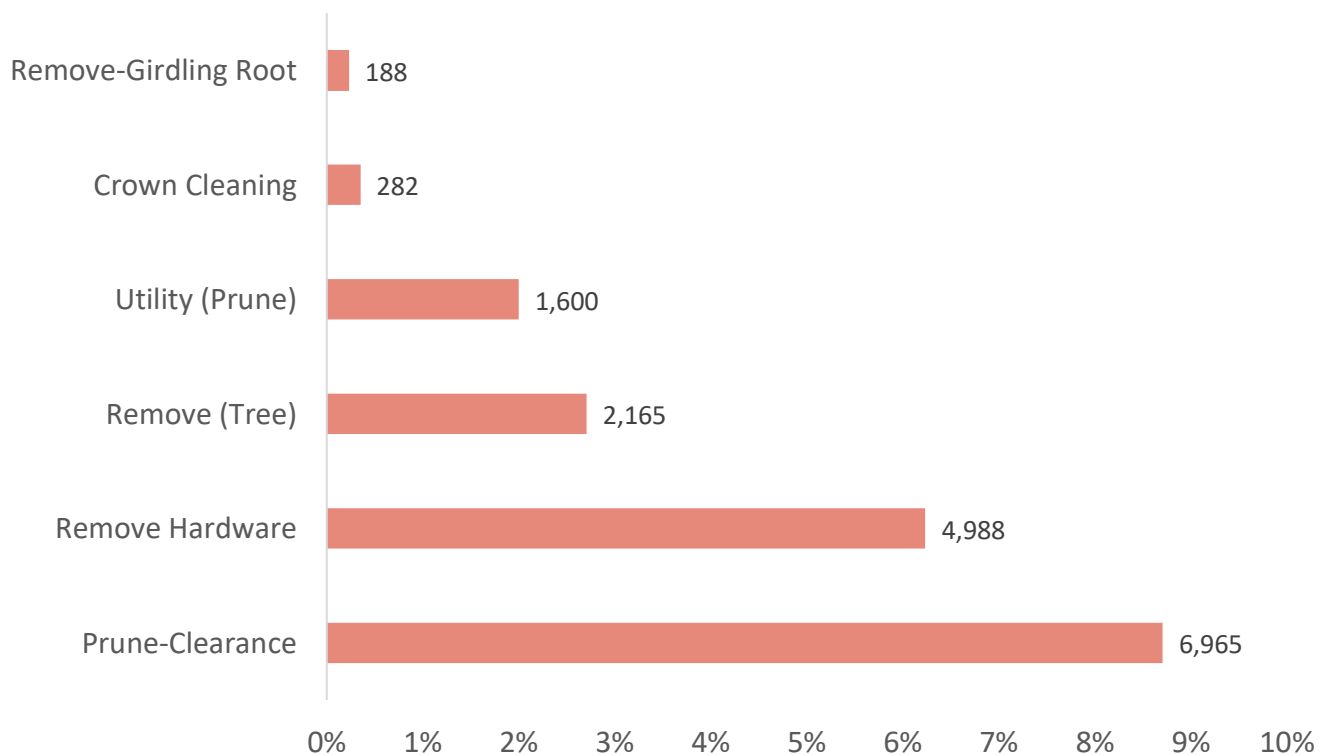


Figure 44. Estimated tree work needed for all private trees

Private Tree Conflicts (Estimated for All Private Trees)

Private Tree Wire Conflicts

Estimated Wire Conflicts of All Private Trees

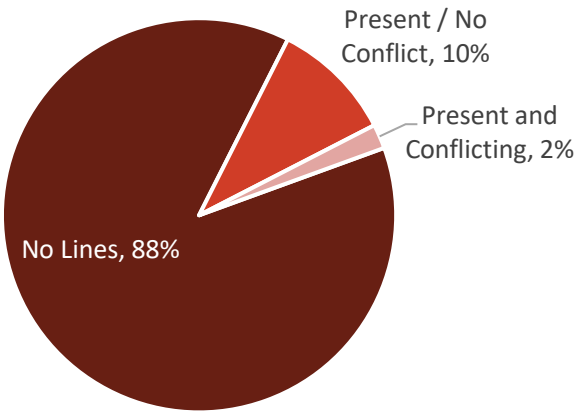


Figure 45. Estimated wire conflicts of all private trees

Private Tree Clearance Conflicts

Estimated Clearance Conflicts of All Private Trees

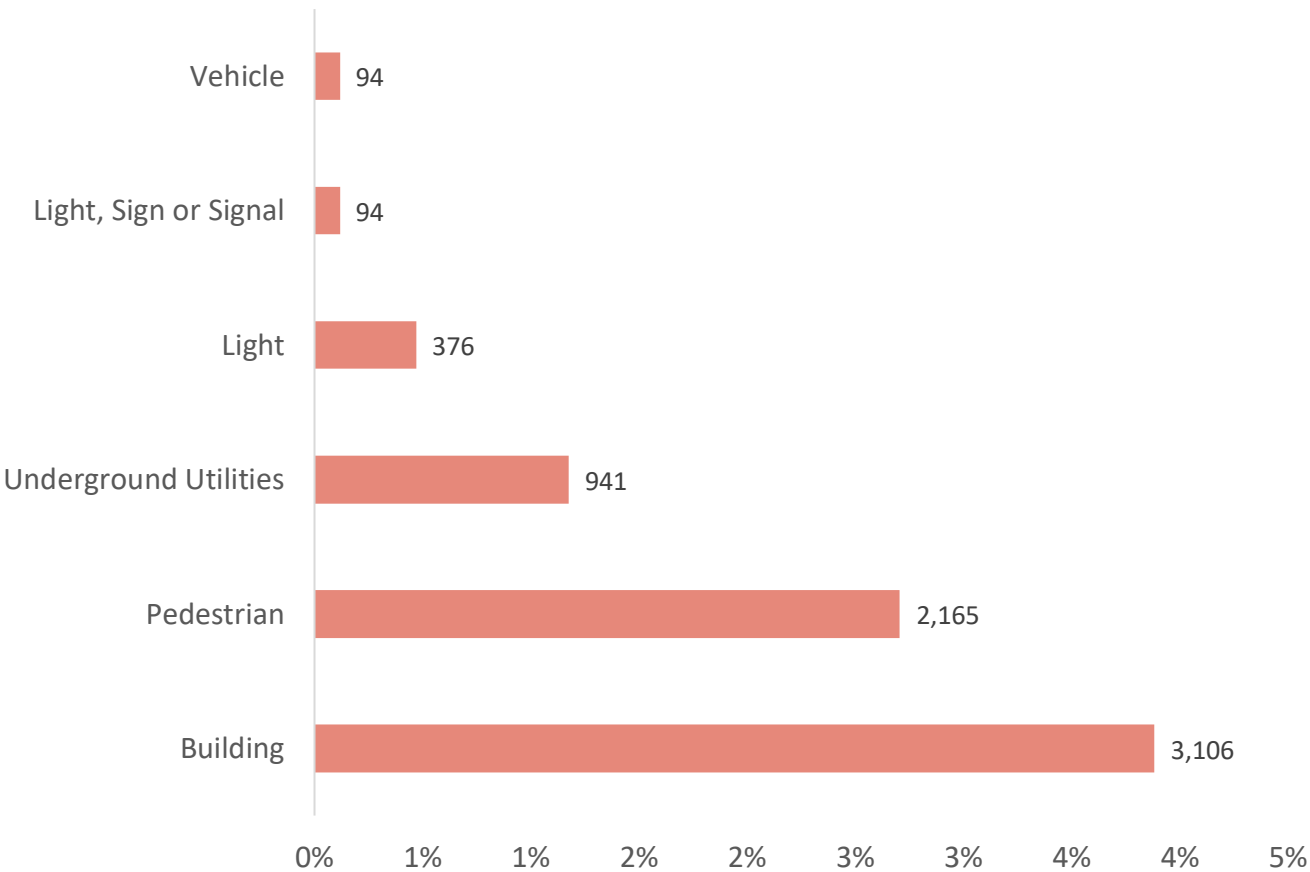


Figure 46. Estimated clearance conflicts of all private trees

Estimated Ecosystem Benefits and Services of All Private Trees

Table 10. Estimated ecosystem services and benefits of all private trees

Metric	Amount	Alternative Unit	Equivalent
Overall Monetary Benefit	\$731,024		
Air Quality Monetary Benefit	\$244,520		
Pollutants Removed	110,024 lbs	55 tons	
Carbon Monetary Benefit	\$343,191		
Carbon Stored	14,754,324 lbs	7,377 tons	
Evaporation	27,290,389 ft ³	204,146,299 gal	309 Olympic pools
Interception	27,331,518 ft ³	204,453,968 gal	310 Olympic pools
Potential Evaporation	235,346,953 ft ³	1,760,517,592 gal	2,667 Olympic pools
Evapotranspiration	178,107,558 ft ³	1,332,337,147 gal	2,019 Olympic pools
Runoff Avoided	2,146,258 ft ³	16,055,125 gal	24 Olympic pools
Stormwater Monetary Benefit	\$143,485		
Transpiration	57,754,878 ft ³	432,036,521 gal	655 Olympic pools
CO Pollution Removed	1,144 lbs	0.6 tons	
CO Removed Monetary Benefit	\$732		
NO2 Pollution Removed	5,165 lbs	3 tons	
NO2 Removed Monetary Benefit	\$1,048		
O3 Pollution Removed	98,456 lbs	49 tons	
O3 Removed Monetary Benefit	\$116,053		
PM2.5 Pollution Removed	2,631 lbs	1 ton	
PM2.5 Removed Monetary Benefit	\$126,030		
SO2 Pollution Removed	1,930 lbs	1 ton	
SO2 Removed Monetary Benefit	\$1		
CO2 Sequestered	14,754,307 lbs	7,377 tons	
CO2 Sequestered Monetary Benefit	\$343,189		
CO2 Storage	503,385,026 lbs	251,693 tons	
CO2 Storage Monetary Benefit	\$11,707,346		
Carbon Dry Weight	274,573,683 lbs	137,287 tons	
Carbon Storage	137,286,767 lbs	68,643 tons	

"lbs" = pounds; "gal" = gallons; "ft³" = cubic feet

FAYETTEVILLE, URBAN FOREST MANAGEMENT PLAN



~PUBLIC SURVEY SUMMARY 1/24/23



CITY OF
FAYETTEVILLE
ARKANSAS



PlanITGeo™

developers of TreePlotter

Page 752 of 1115

SURVEY OVERVIEW

Count of Surveys Received

169 Complete Contributors
(2 participants selectively answered survey)

Survey Timeframe

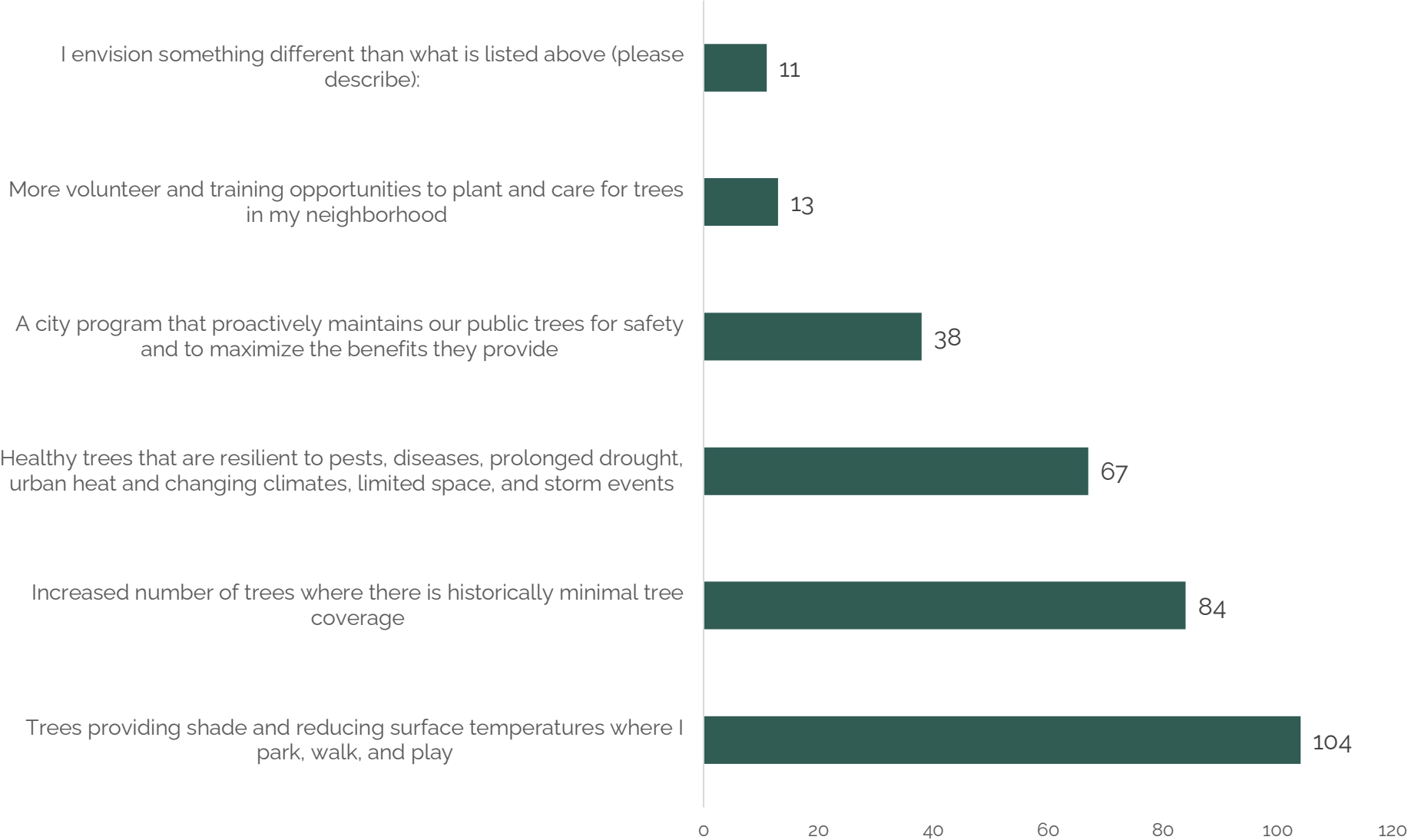
December 15, 2022 – January 16, 2023

Platform

"Speak Up Fayetteville" <https://speakup.fayetteville-ar.gov/>

QUESTION #1

Q1: What do you consider most important for the trees in Fayetteville? (Select your top two options)?

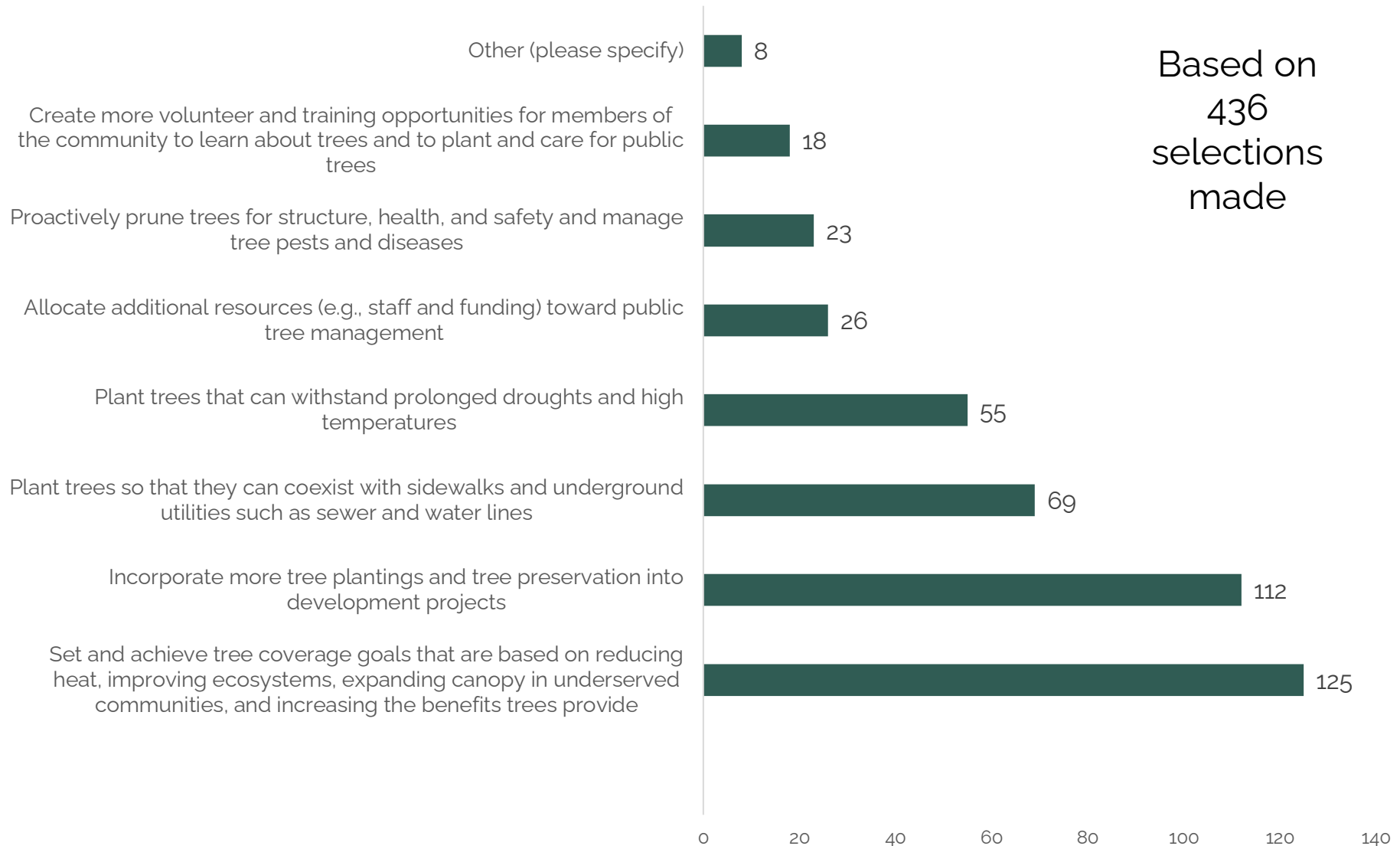


QUESTION #1 COMMENTS

Categories	Comment Count
Trees and Food	2
Tree Protection	1
Tree Removal Conflict	1
Native Species	3
Planting	1
Invasives	1
Inclusion and Diversity Concern	1

QUESTION #2

Q2: Where should the City use resources to improve public tree health? (Select your top three options)²

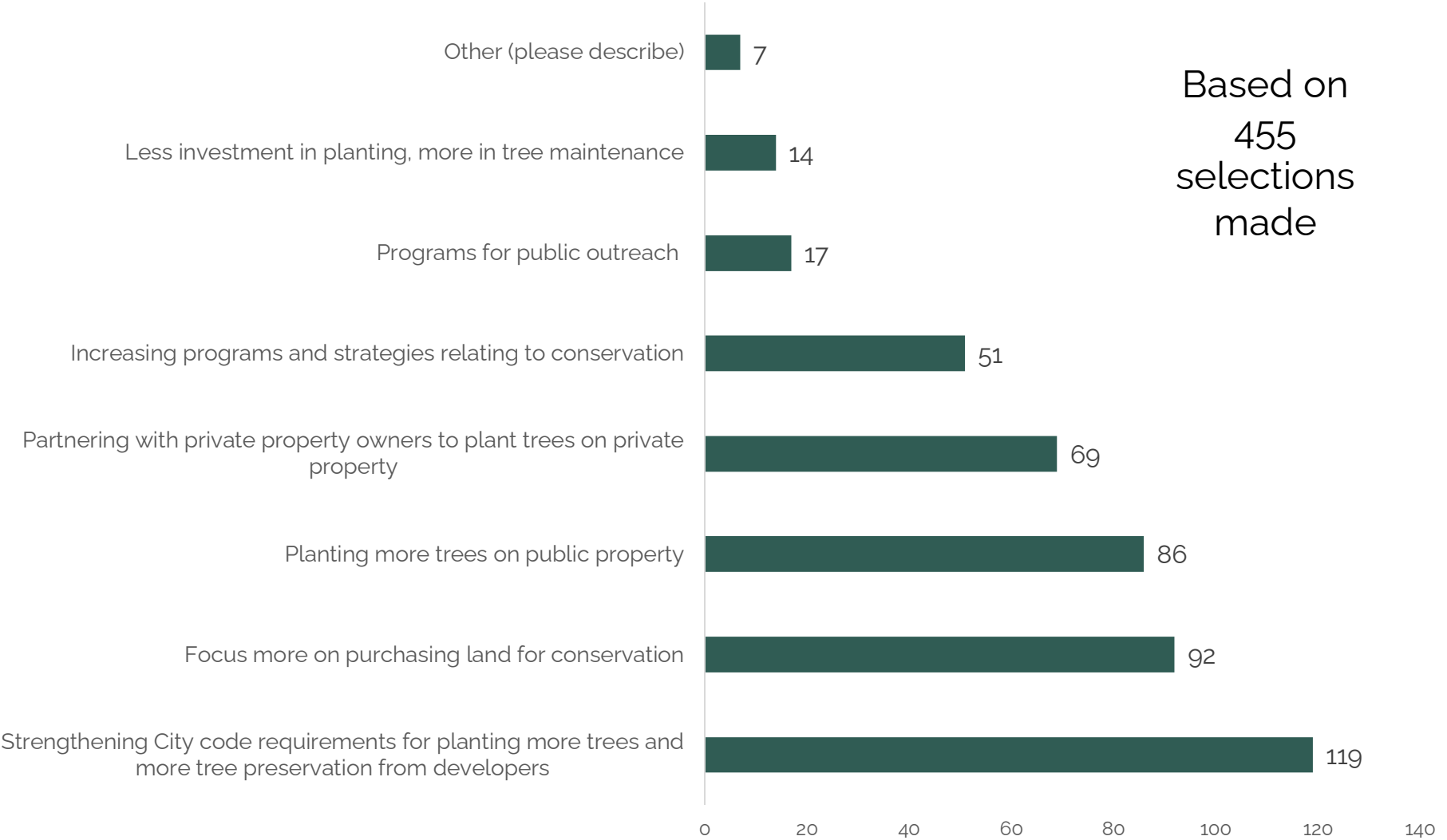


QUESTION #2 COMMENTS

Categories	Comment Count
Trees and Food	1
Tree Protection	3
Invasives	2
Native Species	2
Diversity and Development	1

QUESTION #3

Q3: Where should the City focus its investments with the current funding and with any additional funding that arises from the Urban Forest Management Plan? (Select up to three options)



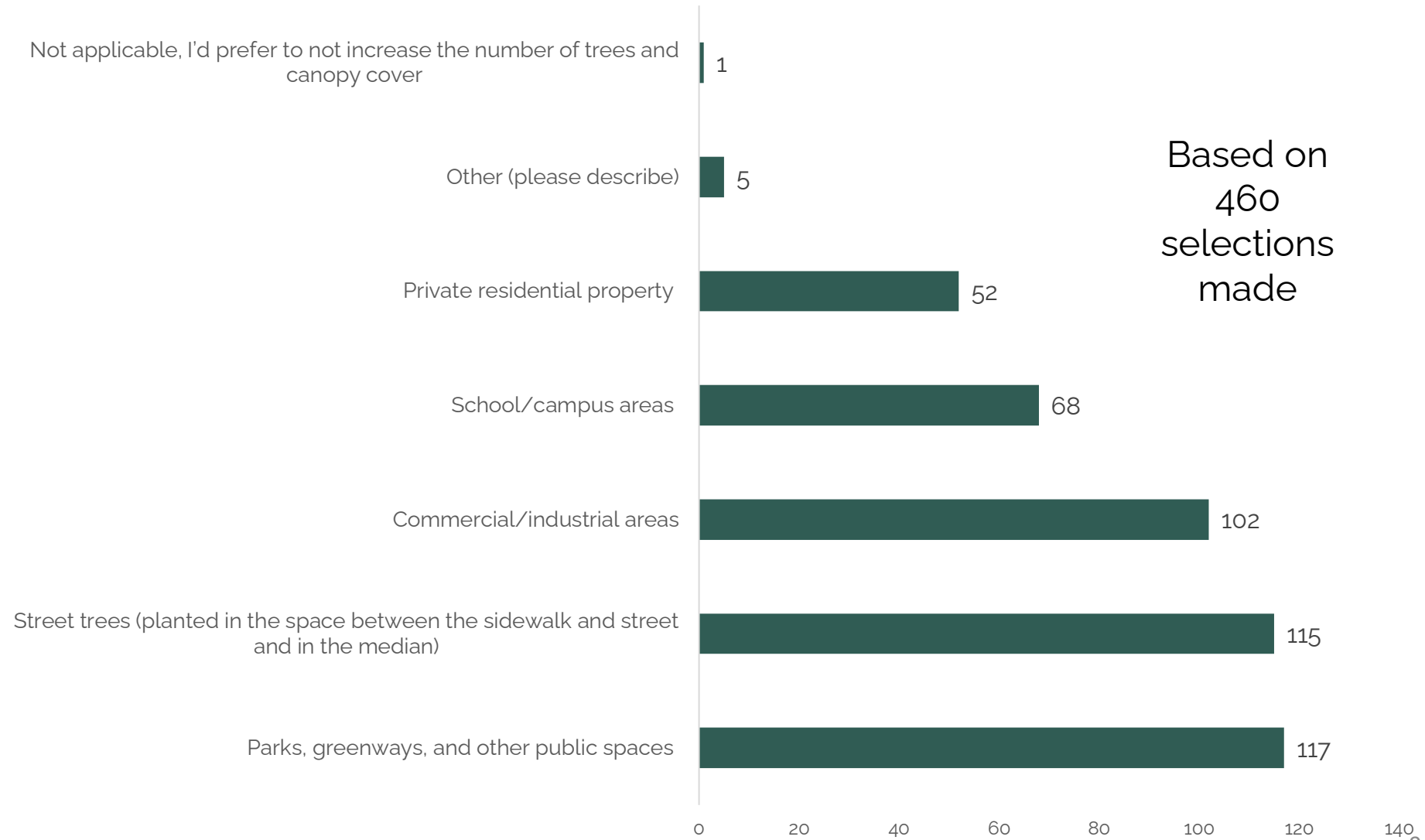
Based on
455
selections
made

QUESTION #3 COMMENTS

Categories	Comment Count
Ordinance Amendment	3
Tree Protection	1
Mature Tree Protection	1
Trash Removal	1
Diversity and Inclusion Concerns	1

QUESTION #4

Q4: To achieve your vision for the urban forest, which might include increasing the number of trees and tree canopy cover, where should the City prioritize tree plantings? (Select your top three options)



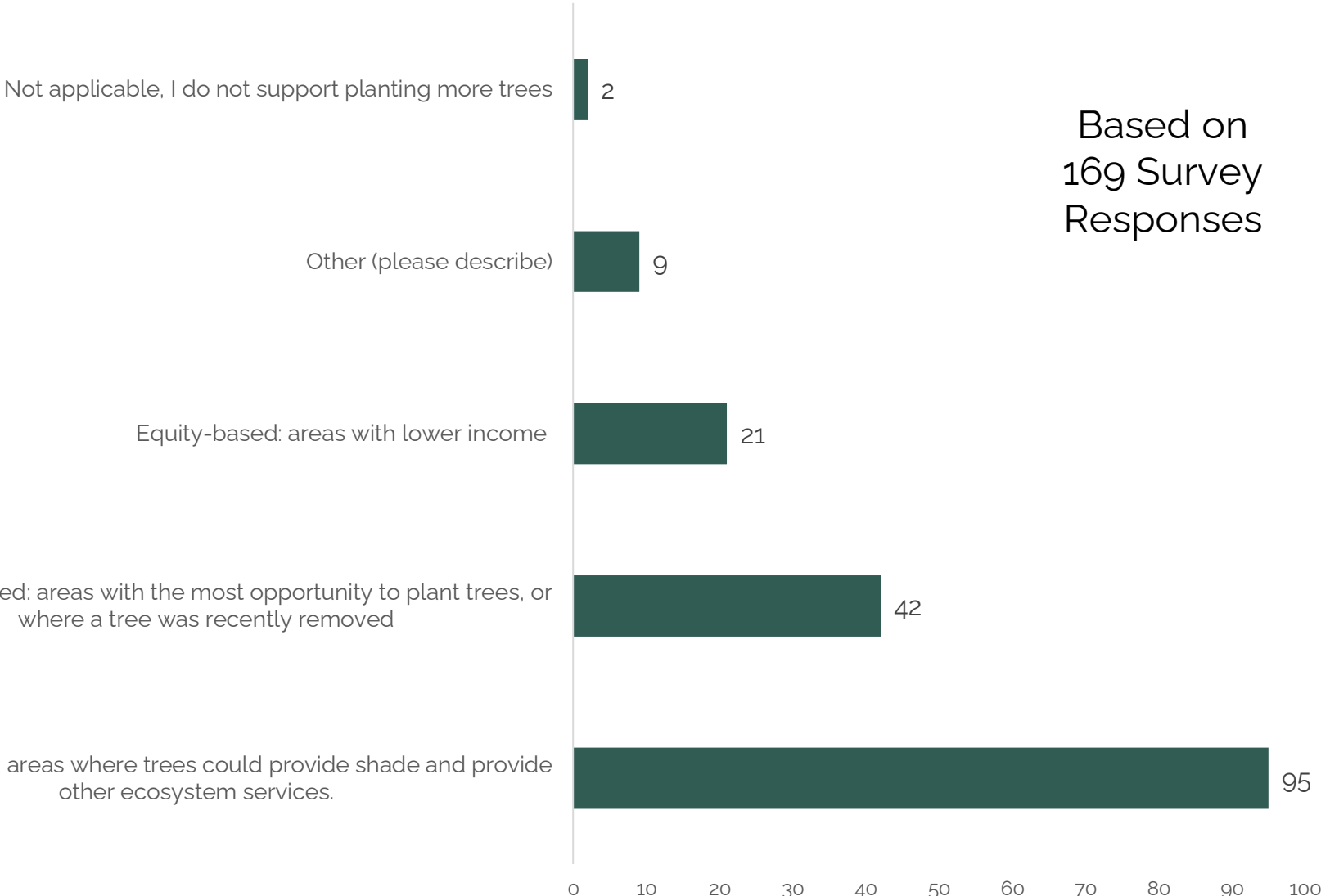
Based on
460
selections
made

QUESTION #4 COMMENTS

Categories	Comment Count
Tree Protection	1
Invasive	2
Specie Selection	1
Diversity and Inclusion Concern	1

QUESTION #5

Q5: If you support planting more trees throughout the City, where should the City and its partners focus these efforts?



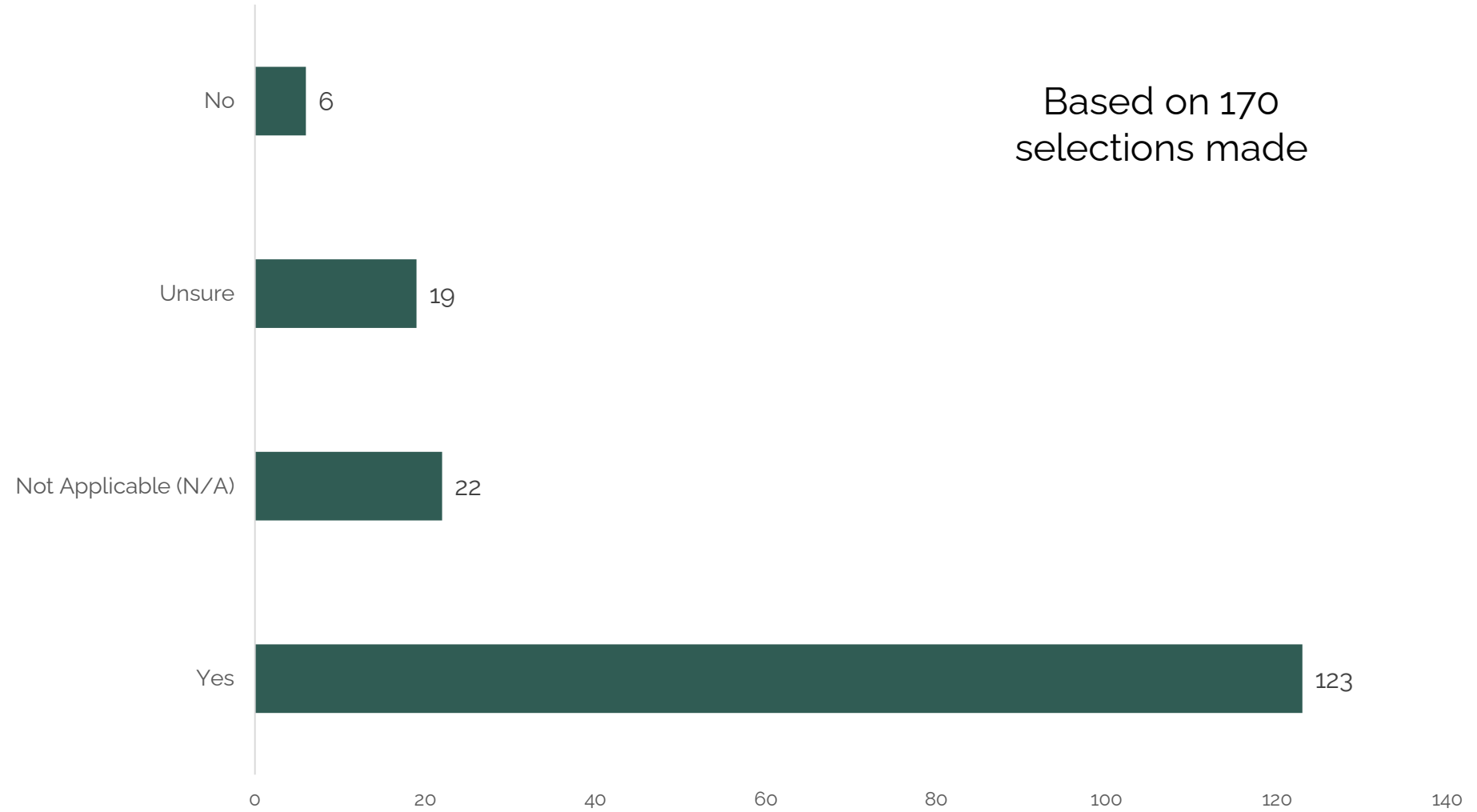
Based on
169 Survey
Responses

QUESTION #5 COMMENTS

Categories	Comment Count
All	5
Vegetation Inventory	1
Invasive Removal	1
Location-Highway	1
Diversity and Inclusion Concern	1

QUESTION #6

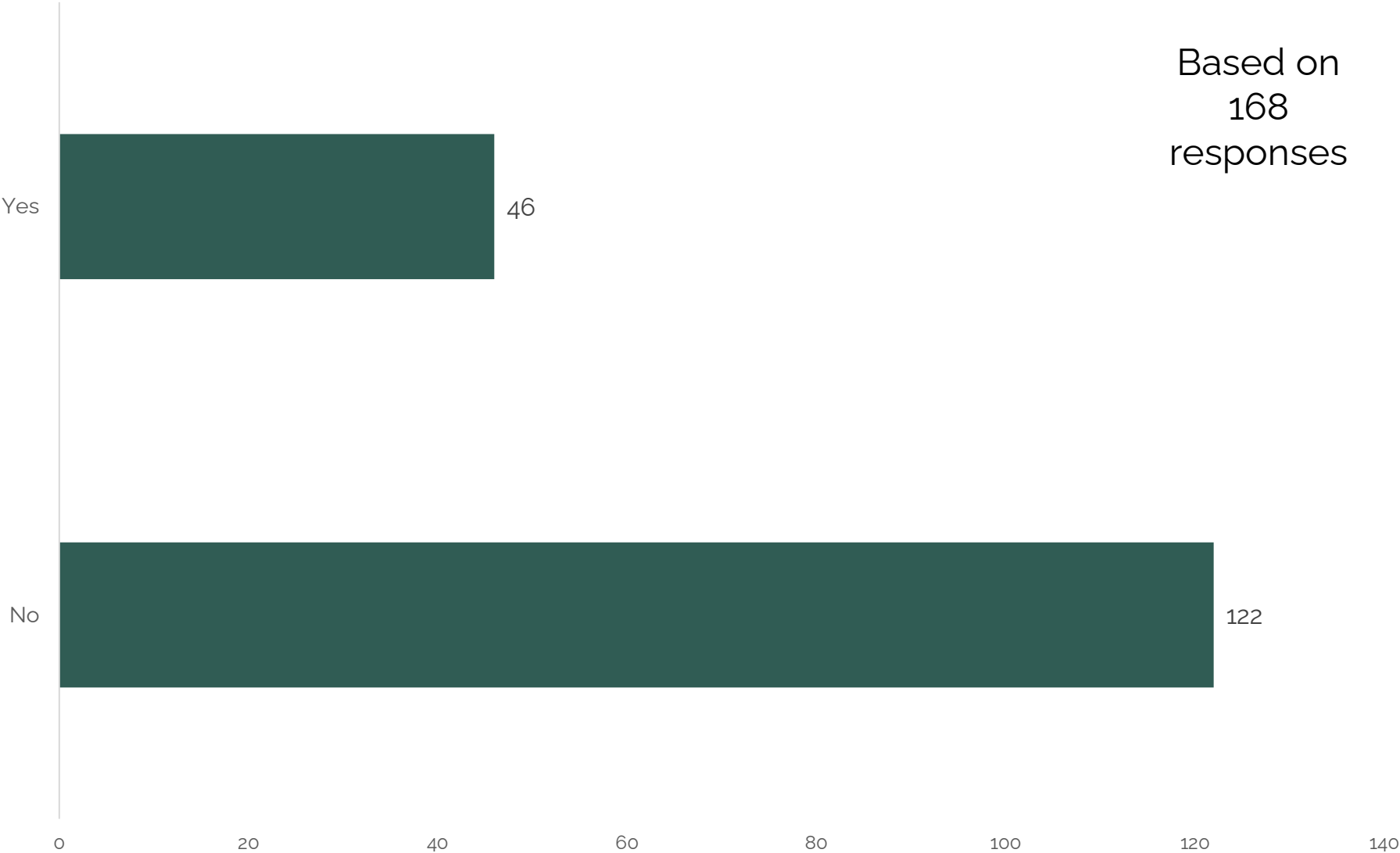
Q6: Increasing a healthy tree canopy cover requires investments in planting trees along with postplanting care such as young tree pruning and watering. Would you be willing to water trees during drought conditions that are in the public rights-of-way adjacent to your property?



Based on 170
selections made

QUESTION #7

Q7: Are there any questions, concerns, comments or considerations that you would like Urban Forestry to know about?

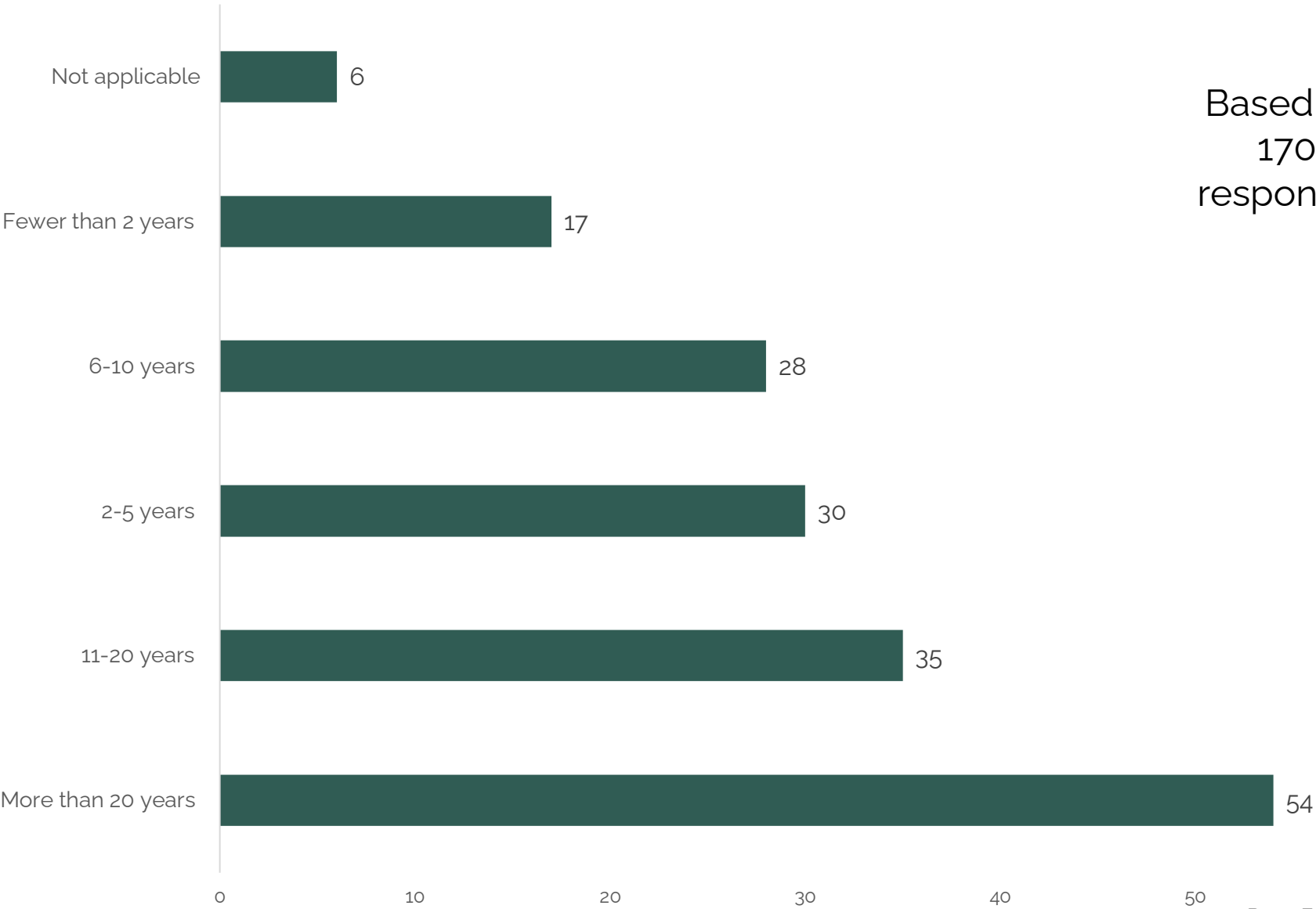


QUESTION #7 COMMENTS (CATEGORIZED)

Categories	Comment Count
Native Species	3
Equity	1
Increase Canopy	2
Trees and Food	1
Watering	3
Trees and Development	9
Tree Maintenance	2
Tree Donation Funds	1
Cost Share Program- Tree Removal Specific	1
Thanks	2
Tree Removal	1
Job Growth	1
Prioritization of UF activities	1
Free Tree Planting Giveaways	1
Education Material-Tree Selection	1
Tree Planting Locations	1
Increase Canopy	1
Invasives	2
Ecological Concerns	1
Volunteer Opportunity	1
Tree Removal Ordinance	1

QUESTION #9

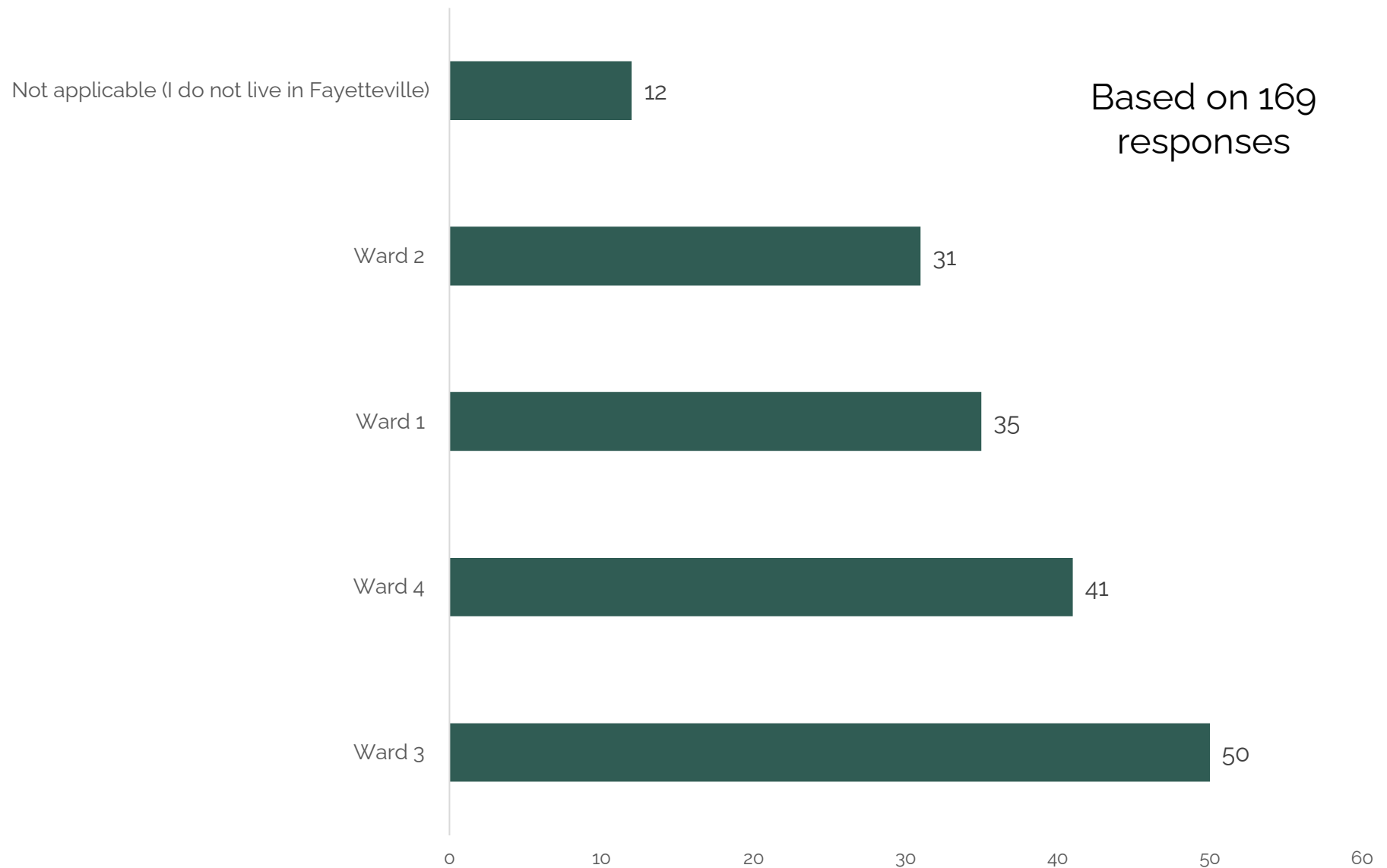
Q9: How many years have you lived in Fayetteville?



Based on
170
responses

QUESTION #10

Q10: In which Ward do you live in Fayetteville?



QUESTION #11

Q11: Which best describes the building in which you live?

Other (please describe)

4

Townhome

13

Apartment or condominium

17

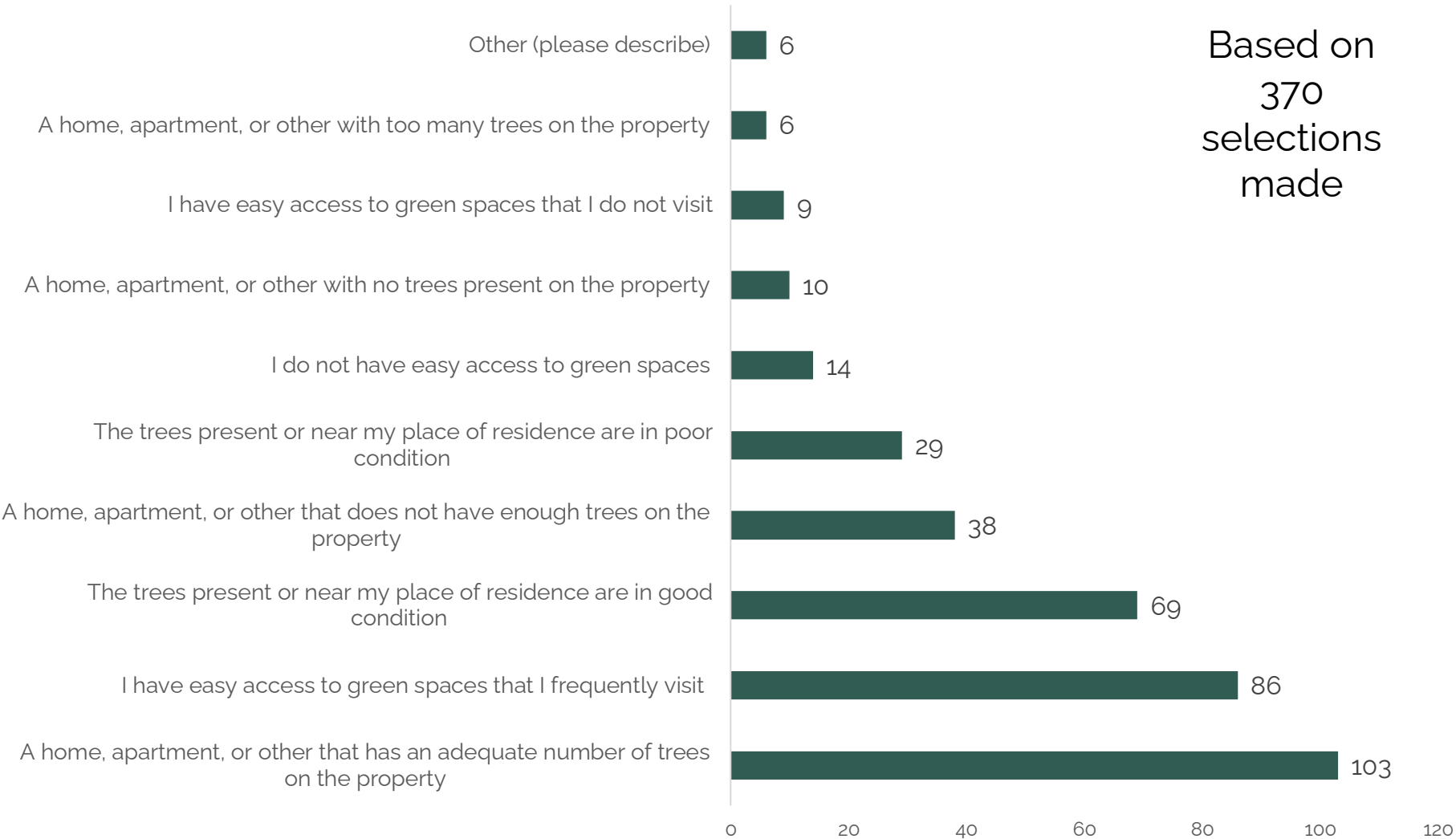
One family house detached from any other houses

134

Based on
168
responses

QUESTION #12

Q12: If you live in Fayetteville, please describe the current conditions where you reside.
(Select all that apply)

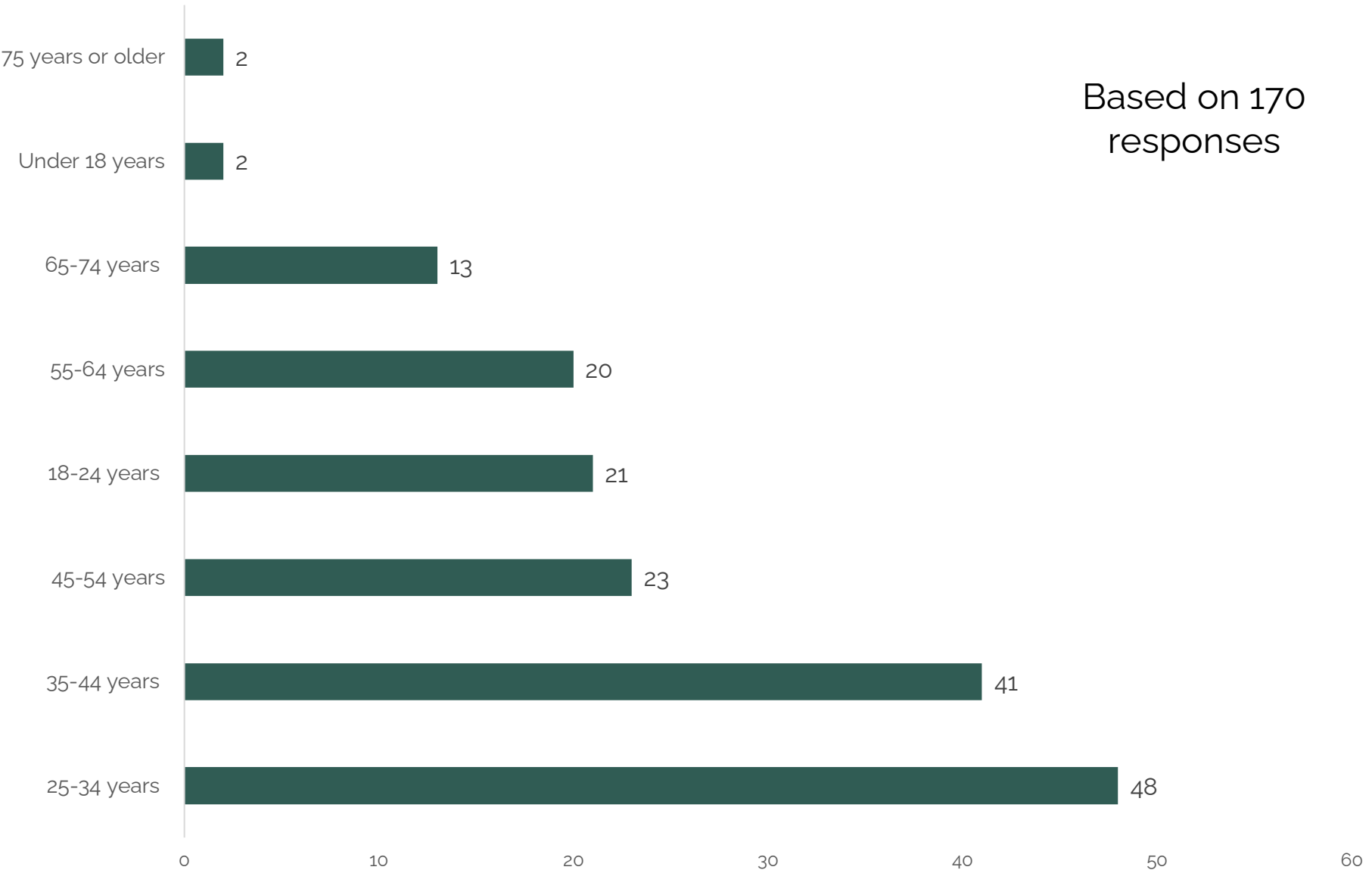


QUESTION #12 COMMENTS

Categories	Comment Count
Tree Impacts	1
Trees and Development	1
Other	3
Invasives	1

QUESTION #13

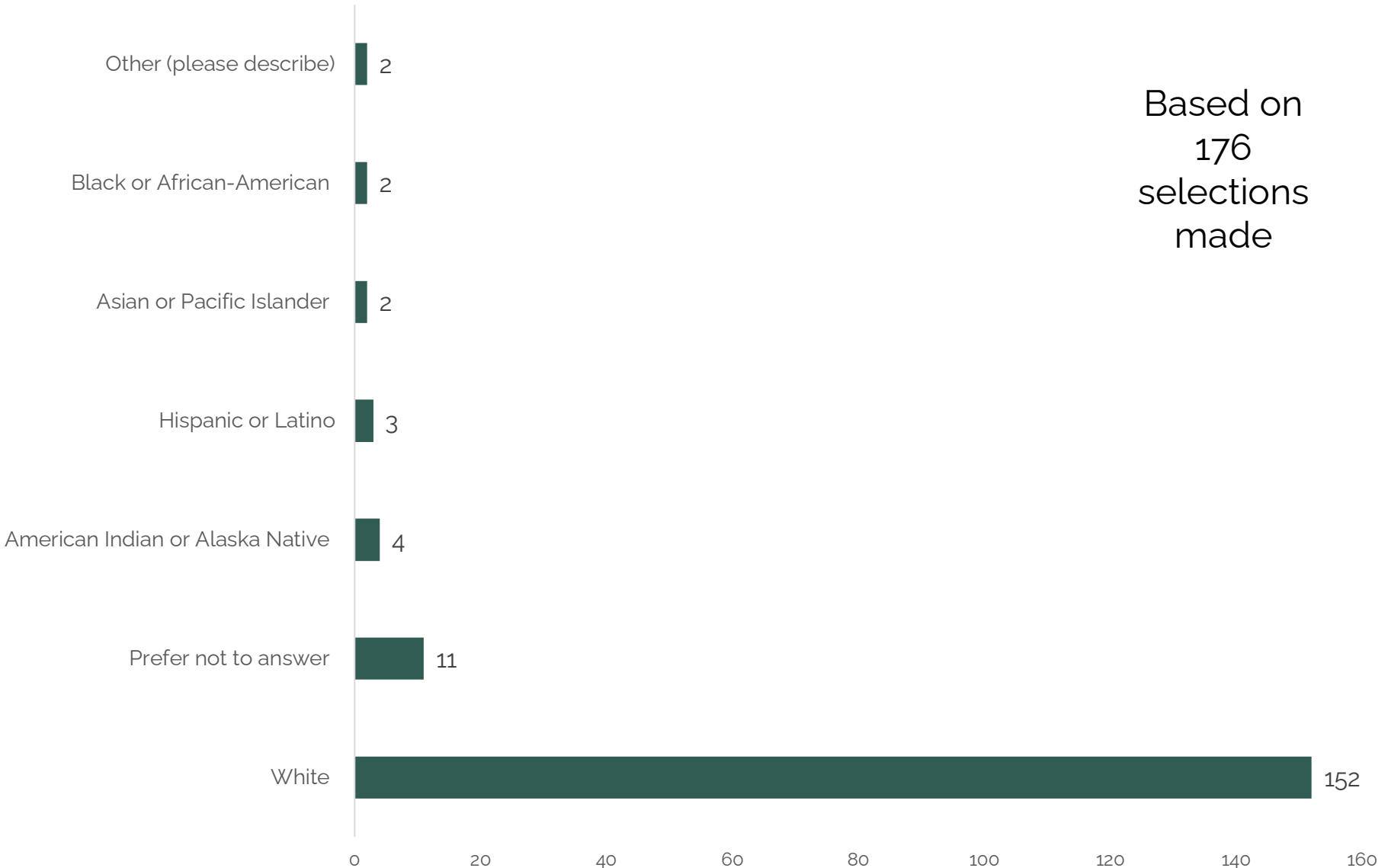
Q13: What is your age?



Based on 170
responses

QUESTION #14

Q14: To what race and/or ethnicity group do you identify? (Select all that apply)



Based on
176
selections
made

QUESTION #14 COMMENTS

Comment
Middle Eastern
European

FAYETTEVILLE, URBAN FOREST MANAGEMENT PLAN



Source: City of Fayetteville, AR Facebook

TASK C. CITY OPERATIONS AND WORKFLOWS ~ STAFF & BOARD MEMBER SURVEY SUMMARY ~



CITY OF
FAYETTEVILLE
ARKANSAS

9/30/22



PlanITGeo™

developers of TreePlotter
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SURVEY OVERVIEW

Count of Surveys Received

28 of 59 invited (47%)

Survey Timeframe

August 30, 2022 – September 23, 2022

Platform

Google Forms: <https://forms.gle/BA67usA5y3RuiAABA>

QUESTION 1: TITLE

Title
Chair Parks and Recs Advisory Board
Forestry Crew Leader
Urban Forester
PhD
none
Long Range Planner
Rev. (Retired)
Ms.
Fayetteville Urban Forestry Advisory Board - Chair
Planning Commissioner
Development Services Director
Development Review Manager
Environmental Director
Fayetteville Environmental Action Committee Member
Director of Sustainability
Park Planning Superintendent
Environmental Action Committee Member
Parks and Rec Board Advisory Board Member
EAC Chair
Member - Urban Forestry Board
Environmental Action Committee member
Chief Economic Development Officer
Landscape Architect / Urban Forester (ret.)
Urban Forester
Parks and Recreation Advisory Board
Dr.
Landscape Designer
Community writer--Ark Democrat-Gazette

QUESTION 1: TITLE & PRIMARY RESPONSIBILITIES

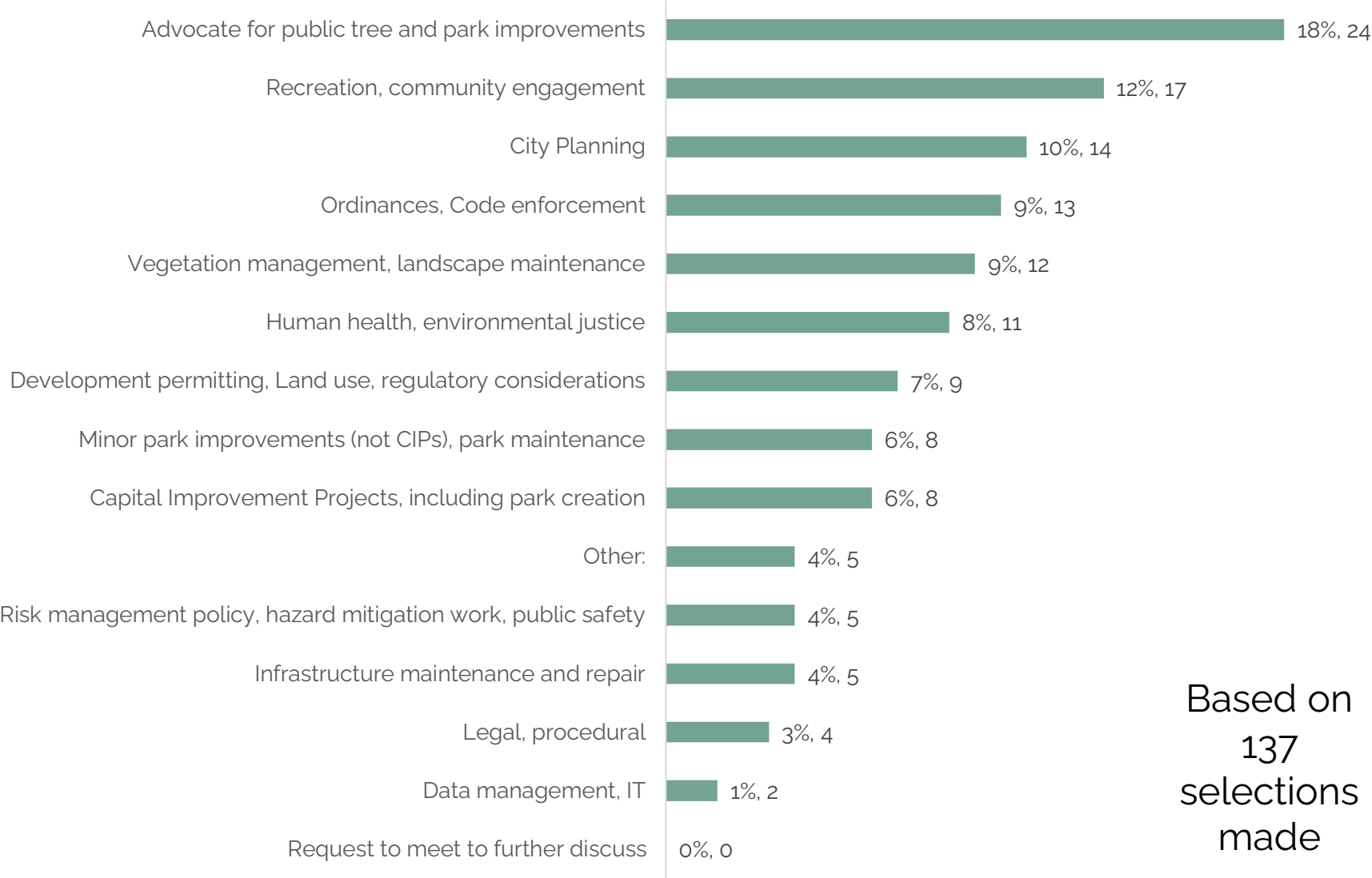
Title	Primary Responsibilities
Chair Parks and Recs Advisory Board	N/A
Forestry Crew Leader	In charge of tree maintenance owned by the city in both the Right-of-way and park land
Urban Forester	Urban Forester
PhD	Environmental Action Committee member
none	N/A
Long Range Planner	Work primarily on sustainability and long range planning projects.
Rev. (Retired)	Volunteer UFAB, VP Salem Heights POA (policy development - environmental and social)
Ms.	N/A
Fayetteville Urban Forestry Advisory Board - Chair	Participate in monthly board meetings and public community tree events held outside of the regularly scheduled board meetings.
Planning Commissioner	Development review that requires a planning commission hearing
Development Services Director	Oversight of Fayetteville's development review and long-range planning
Development Review Manager	Managing development review process through project entitlement, reviewing plans for consistency with ordinances related to planning and zoning
Environmental Director	Climate Action Planning
Fayetteville Environmental Action Committee Member	Provide citizen advise and support to the city council on environmental issues.
Director of Sustainability	I maintain/supervise Pack Rat's environmental impact through sustainable materials regulation, energy management, and education of staff and community through clinics/ hosting stewardship events.
Park Planning Superintendent	Park Planning and Design, Management of some Urban Forestry tasks.
Environmental Action Committee Member	Citizen Input
Parks and Rec Board Advisory Board Member	Parks and Recreation Citizen At Large
EAC Chair	Make recommendations to City Council
Member - Urban Forestry Board	Monthly meetings to discuss urban forestry issues.
Environmental Action Committee member	EAC meetings, etc.
Chief Economic Development Officer	Attracting and retaining businesses in our community, managing contract
Landscape Architect / Urban Forester (ret.)	UFAB Member
Urban Forester	Administer Chapter 167 Tree Preservation and Protection and Chapter 177 Landscape Regulations to make sure proposed developments are following Code requirements.
Parks and Recreation Advisory Board	N/A
Dr.	Physician
Landscape Designer	Landscape architectural services from residential to commercial to masterplanning, including entitlement and feasibility studies ; duty to ecology, people, and financials, in that order
Community writer--Ark Democrat-Gazette	Write environmental column every three weeks for Ark Dem-Gaz

QUESTION 1: TITLE, RESPONSIBILITIES, PROGRAMS

Title	Primary Responsibilities	Programs/Services
Chair Parks and Recs Advisory Board	N/A	N/A
Forestry Crew Leader	In charge of tree maintenance owned by the city in both the Right-of-way and park land	Hazard removal, pruning, planting, watering, tree health care
Urban Forester	Urban Forester	All Urban Forestry Activity
PhD	Environmental Action Committee member	EAC meetings and volunteer cleanups
none	N/A	N/A
Long Range Planner	Work primarily on sustainability and long range planning projects.	Sustainability, Urban Planning, Master Planning, Ecosystem Services, etc
Rev. (Retired)	Volunteer UFAB, VP Salem Heights POA (policy development - environmental and social)	Salem Heights Trees, SH Blue Neighborhood,
Ms.	N/A	N/A
Fayetteville Urban Forestry Advisory Board - Chair	Participate in monthly board meetings and public community tree events held outside of the regularly scheduled board meetings.	Serves as an advisory board member to our city council for urban forestry related topics
Planning Commissioner	Development review that requires a planning commission hearing	unified development ordinance
Development Services Director	Oversight of Fayetteville's development review and long-range planning	Permitting and entitlement
Development Review Manager	Managing development review process through project entitlement, reviewing plans for consistency with ordinances related to planning and zoning	Working with Planning Commission, Board of Adjustment
Environmental Director	Climate Action Planning	Recycling, Trash, Compost and Sustainability
Fayetteville Environmental Action Committee Member	Provide citizen advise and support to the city council on environmental issues.	Professional expertise in climate change policy
Director of Sustainability	I maintain/supervise Pack Rat's environmental impact through sustainable materials regulation, energy management, and education of staff and community through clinics/hosting stewardship events.	Outdoor Recreation Retail Shop
Park Planning Superintendent	Park Planning and Design, Management of some Urban Forestry tasks.	Park Planning and Design, Management of some Urban Forestry tasks.
Environmental Action Committee Member	Citizen Input	N/A
Parks and Rec Board Advisory Board Member	Parks and Recreation Citizen At Large	Advise
EAC Chair	Make recommendations to City Council	Ecologist UofA
Member - Urban Forestry Board	Monthly meetings to discuss urban forestry issues.	N/A
Environmental Action Committee member	EAC meetings, etc.	EAC committee
Chief Economic Development Officer	Attracting and retaining businesses in our community, managing contract	Economic Development Services
Landscape Architect / Urban Forester (ret.)	UFAB Member	Citizen at large, UFAB
Urban Forester	Administer Chapter 167 Tree Preservation and Protection and Chapter 177 Landscape Regulations to make sure proposed developments are following Code requirements.	Development Review
Parks and Recreation Advisory Board	N/A	N/A
Dr.	Physician	Environmental Action Committee, City of Fayetteville
Landscape Designer	Landscape architectural services from residential to commercial to masterplanning, including entitlement and feasibility studies ; duty to ecology, people, and financials, in that order	Also member of Fayetteville's Urban Forestry Advisory Board
Community writer--Ark Democrat-Gazette	Write environmental column every three weeks for Ark Dem-Gaz	I represent "other" in the interest of urban forestry, not as a city staff person or board rep but as someone with "institutional memory" for urban forestry efforts in Fayetteville for the last 35 years including serving on a committee in the 90's to write an early tree ordinance.

QUESTION #2

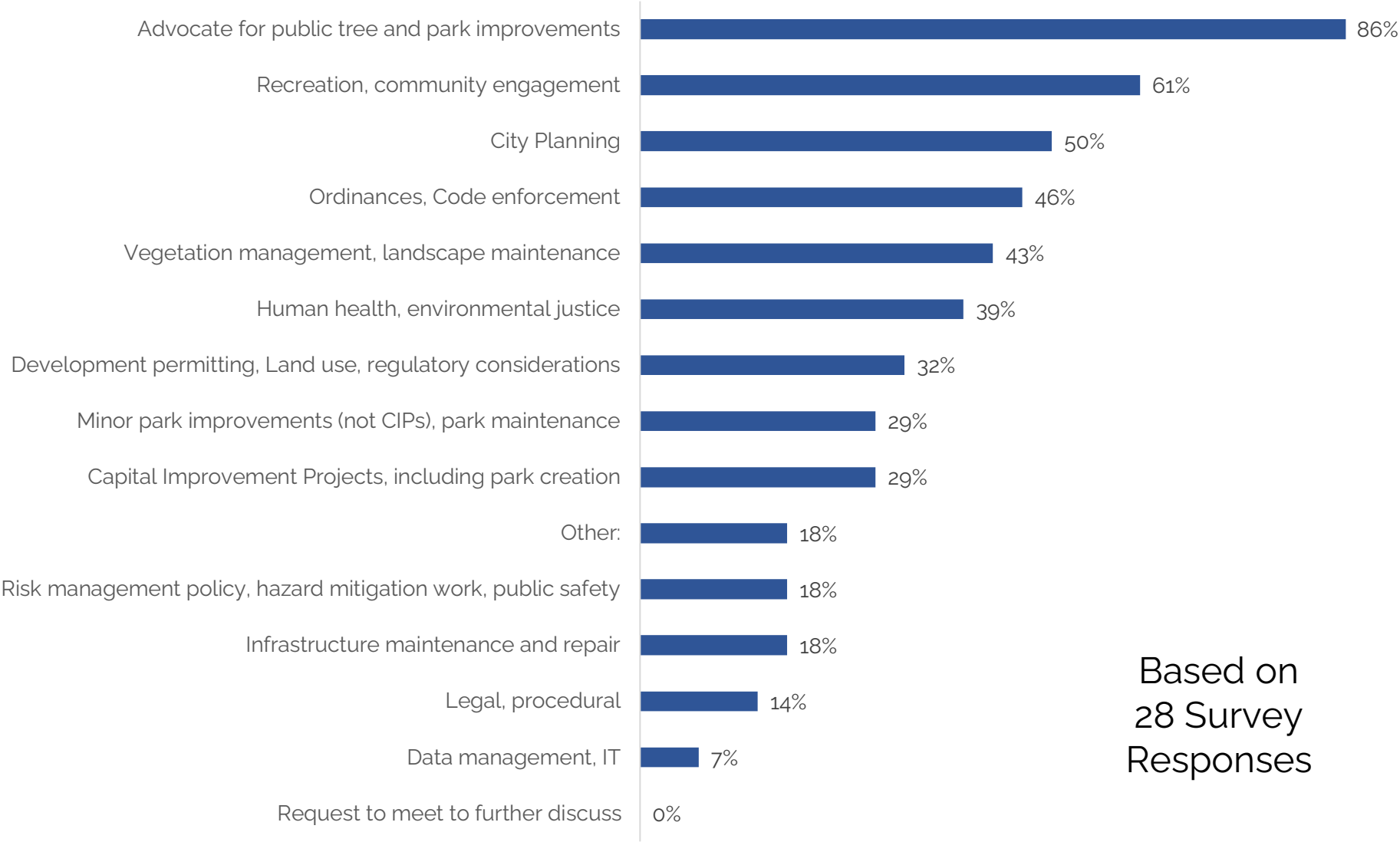
2. How does your work or role impact or influence the urban forest, individual trees, natural areas, and/or the landscape in Fayetteville?



Based on
137
selections
made

QUESTION #2

2. How does your work or role impact or influence the urban forest, individual trees, natural areas, and/or the landscape in Fayetteville?



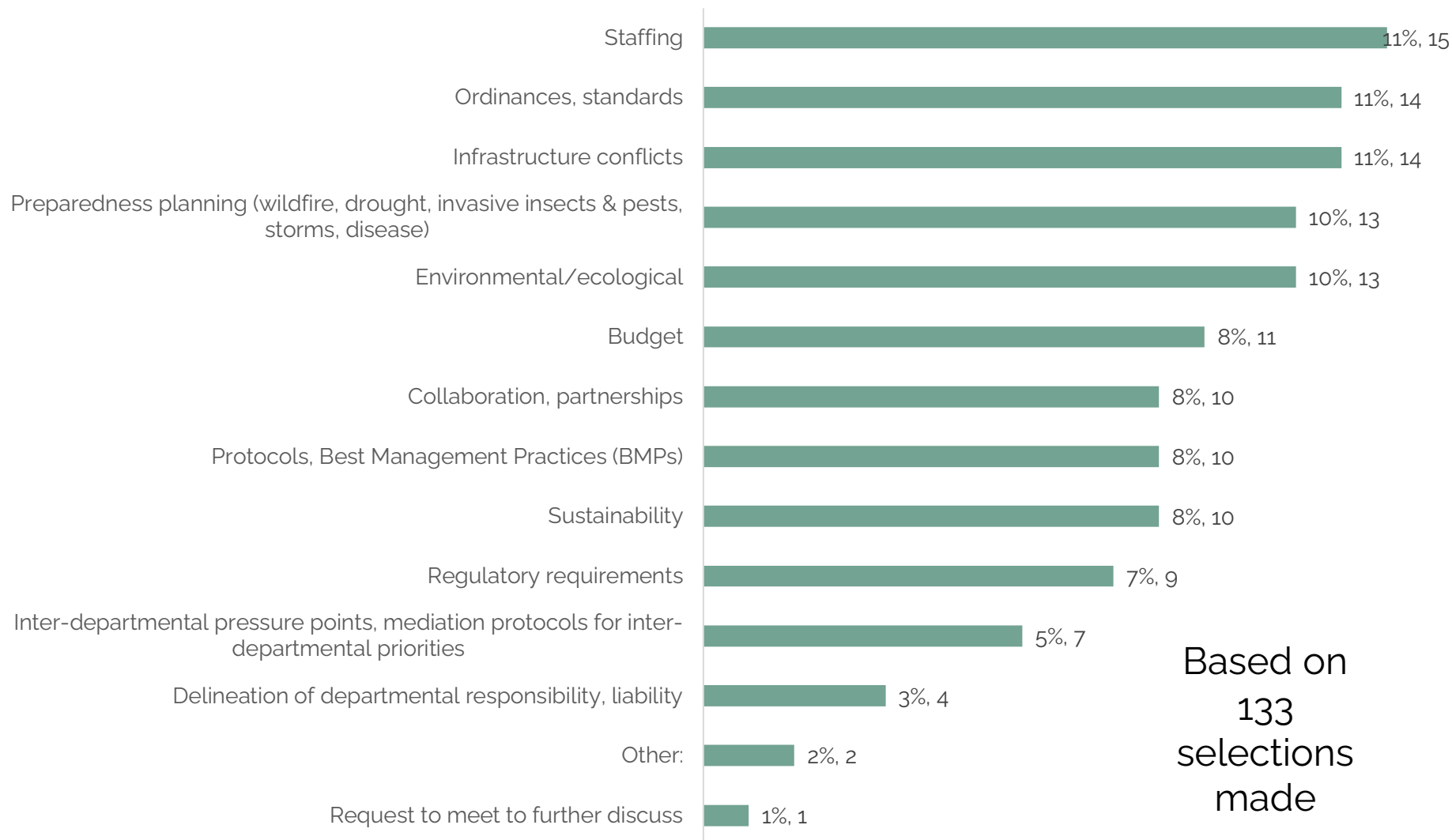
Based on
28 Survey
Responses

QUESTION #2 COMMENTS

Name	Comment(s)
Joel Freund	Member of PRAB
Stacey A Buff	Citizen at large on EAC committee
Faebyan Whittle	use the platform of an outdoor retailer to advocate for public lands and environmental stewardship
Glenda M. Patterson	EAC has advisory role to City Council
Fran Alexander	Voice for urban forestry goals and missed opportunities in city planning decisions.

QUESTION #3

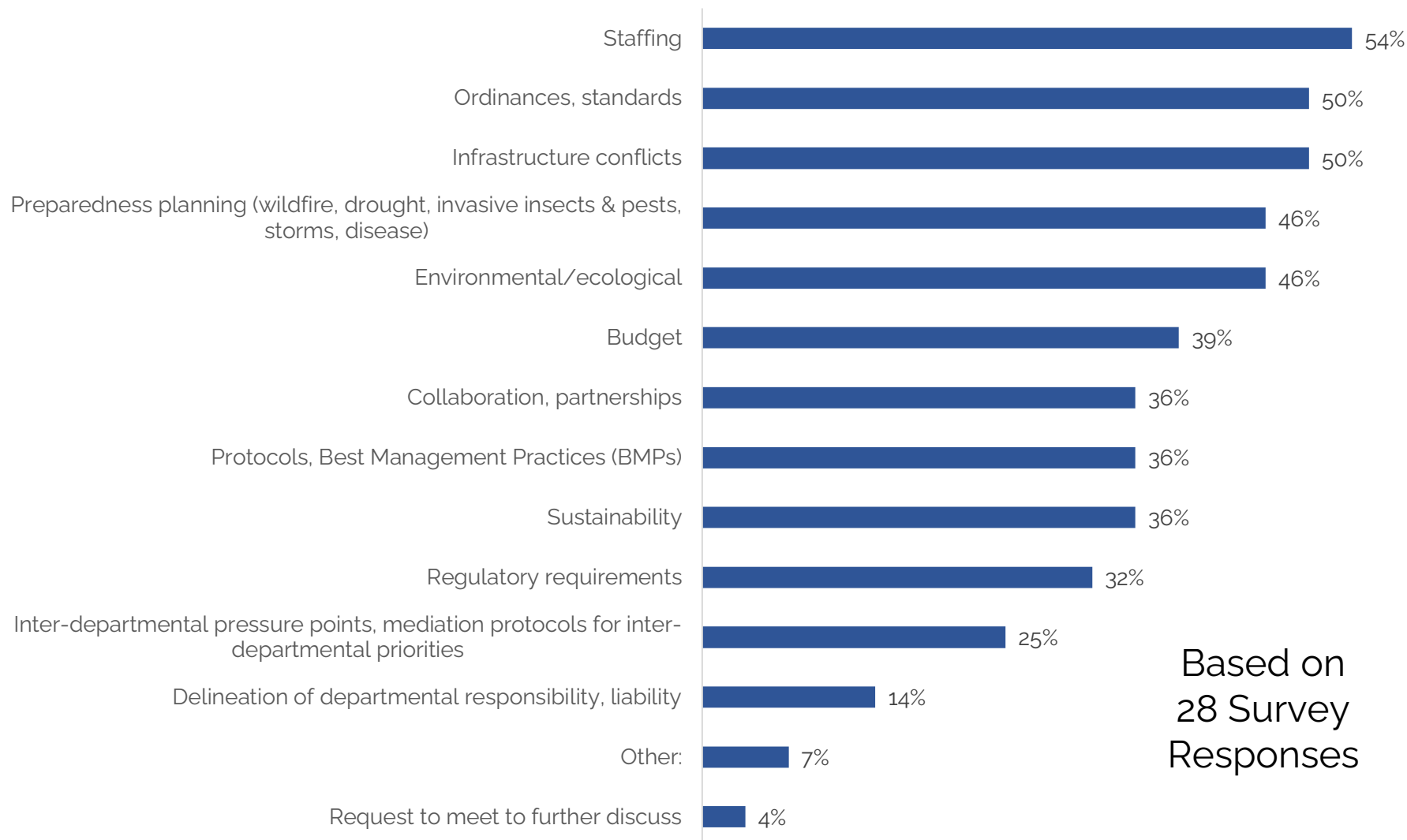
3. What are the current issues, concerns, challenges, information/resource gaps, or inefficiencies experienced or seen, if any, as it relates to your work/role described in #2?



Based on
133
selections
made

QUESTION #3

3. What are the current issues, concerns, challenges, information/resource gaps, or inefficiencies experienced or seen, if any, as it relates to your work/role described in #2?



Based on
28 Survey
Responses

QUESTION #3 COMMENTS

Name	Comment(s)
Adam Day	Poor inventory management

Mary Madden Replacement of street trees in existing neighborhoods

QUESTION #4

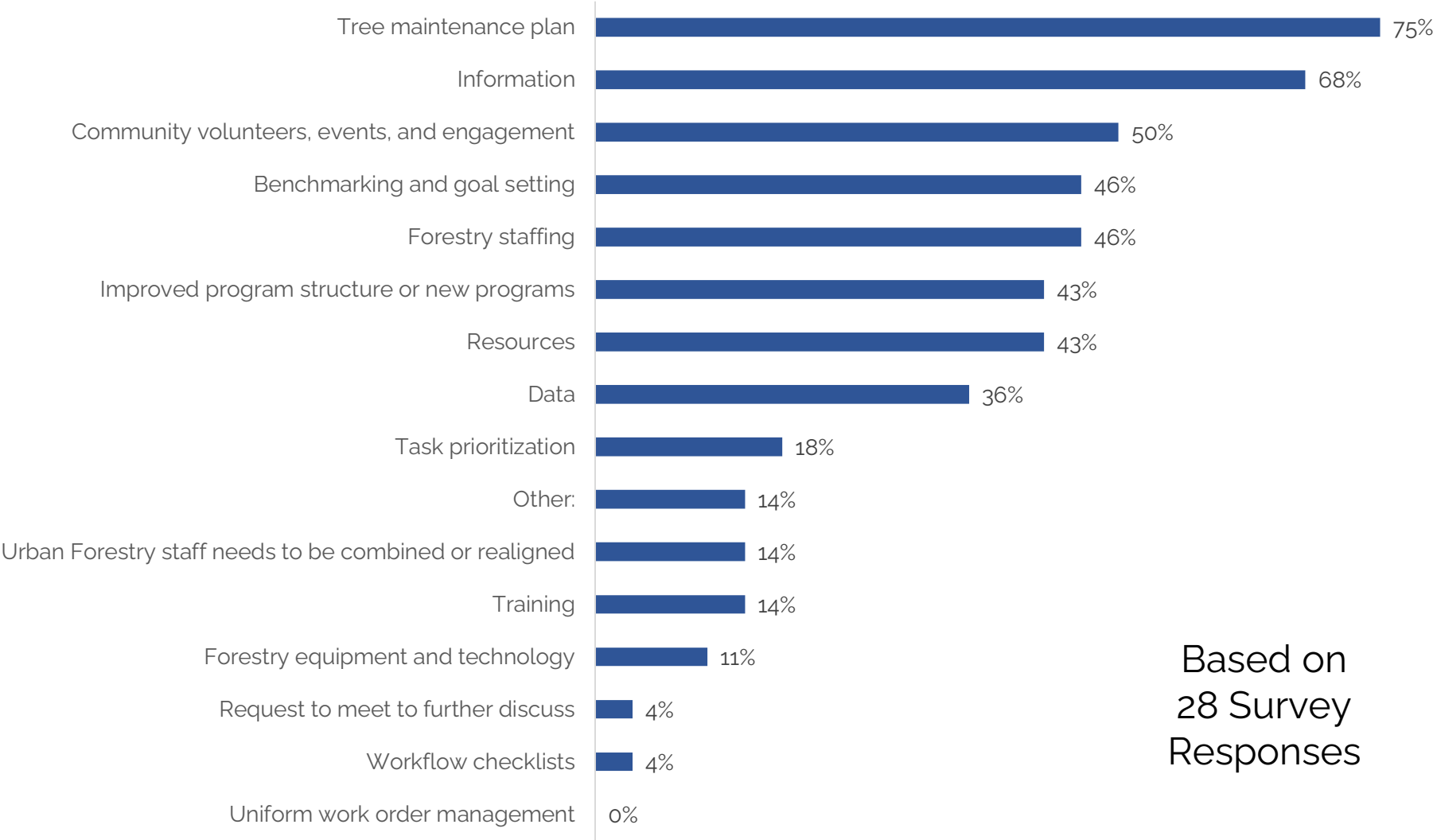
4. What results and outcomes of the UFMP would you like to see to assist and support your work or role as it relates to the trees and related services in Fayetteville?



Based on
136
selections
made

QUESTION #4

4. What results and outcomes of the UFMP would you like to see to assist and support your work or role as it relates to the trees and related services in Fayetteville?



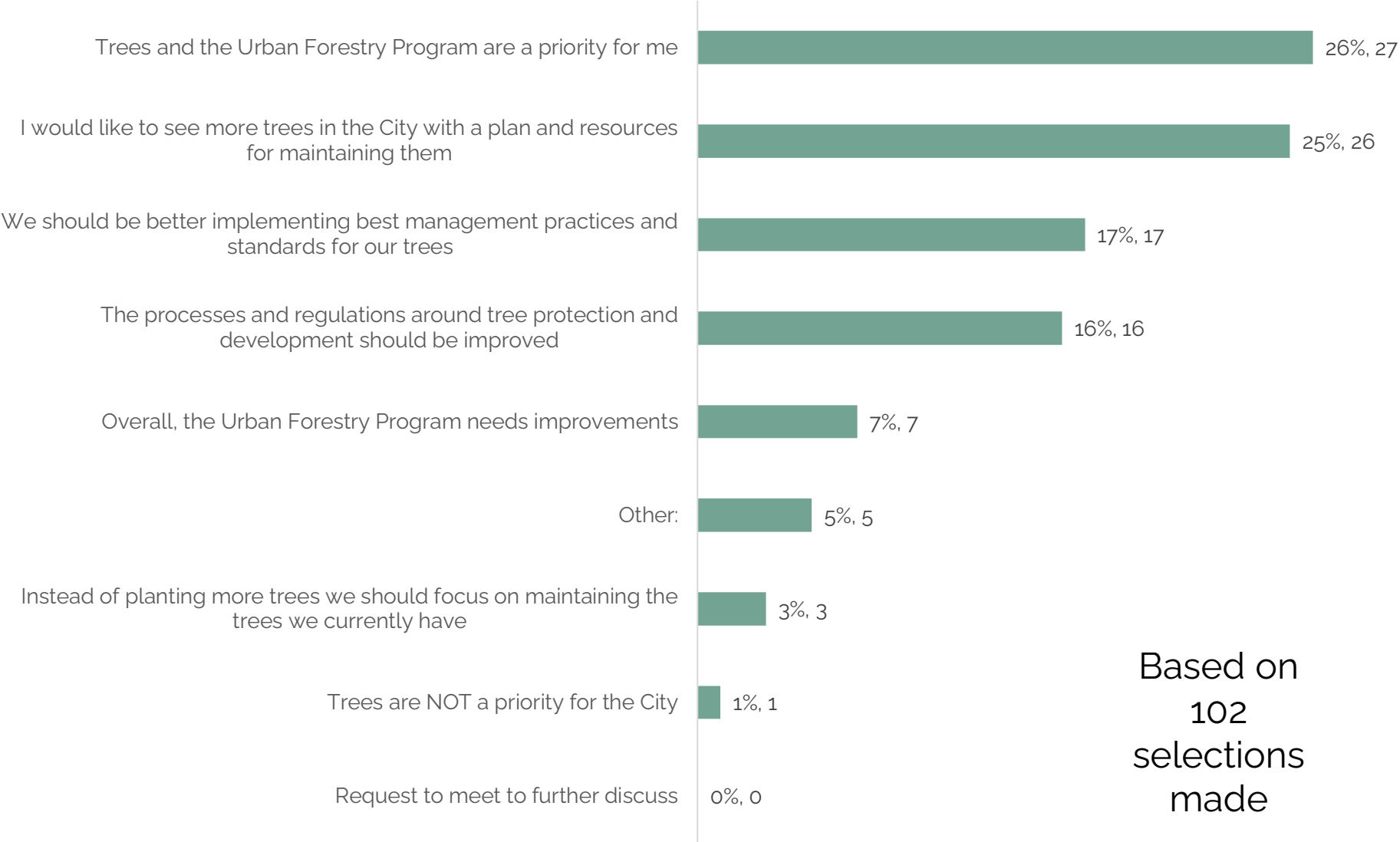
Based on
28 Survey
Responses

QUESTION #4 COMMENTS

Name	Comment(s)
Jim Parrish	Expand to be "urban ecology"
Jonathan Curth	Supporting current Forestry activities and preservation/landscaping standards
Ted Jack	Clear understanding of where efforts should be focused and what benefits will be received by increased efforts is warranted.
Margaret Britain	Prioritize planting trees that will have the greatest positive impact on other species. For example, prioritize native oaks over Liriodendron (tulip tree)

QUESTION #5

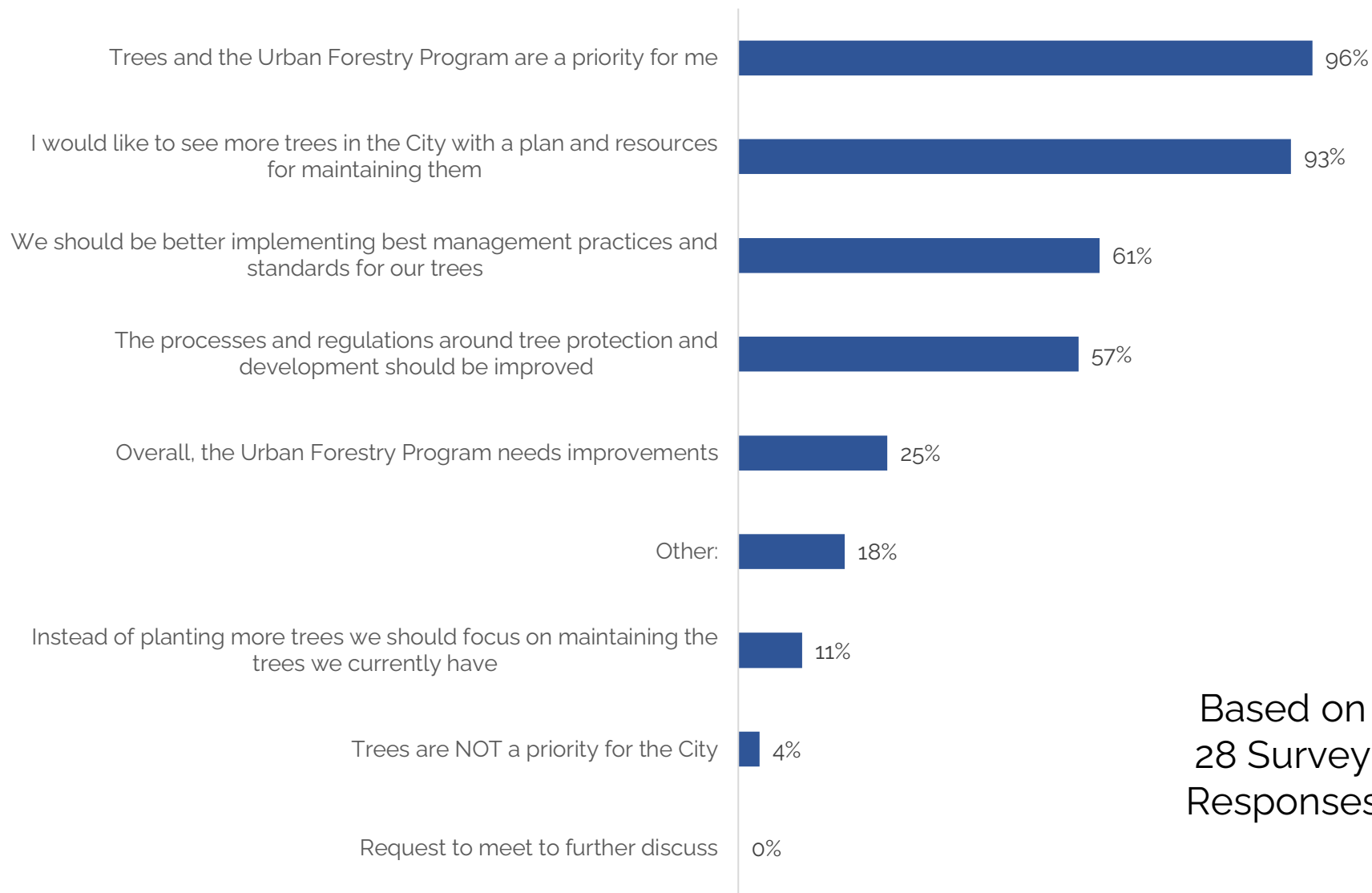
5. Please select from the following to summarize your viewpoints and priorities relating to trees and the urban forest in the City.



Based on
102
selections
made

QUESTION #5

5. Please select from the following to summarize your viewpoints and priorities relating to trees and the urban forest in the City.



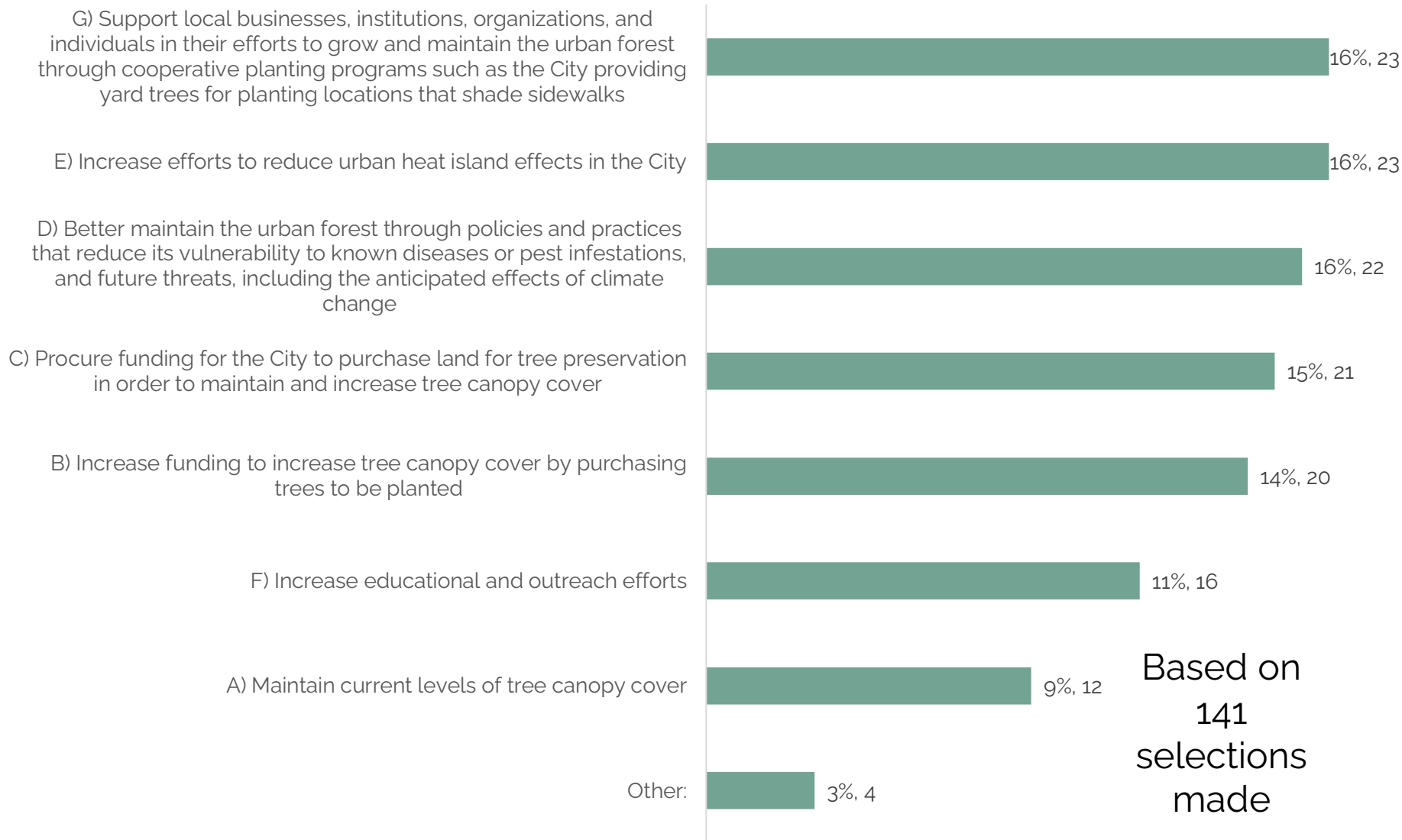
Based on
28 Survey
Responses

QUESTION #5 COMMENTS

Name	Comment(s)
Adam Day	I picked 3 and 4 because I like the idea of more trees but we lack a proper maintenance plan
Jim Parrish	Expand to include broader ecological issues
Ted Jack	Street sections need to be reviewed. We are placing trees in spaces that are too confined for long term health of tree and infrastructure.
Margaret Britain	We should not just be counting trees on properties that are about to be developed. We should identify large trees with significant environmental value.
Hunter Adkisson	Yes, the Urban Forestry program needs improvements - it needs more resources, more vocal recognition of its value, and deeper integration with utilities and infrastructure and management that reflects that value

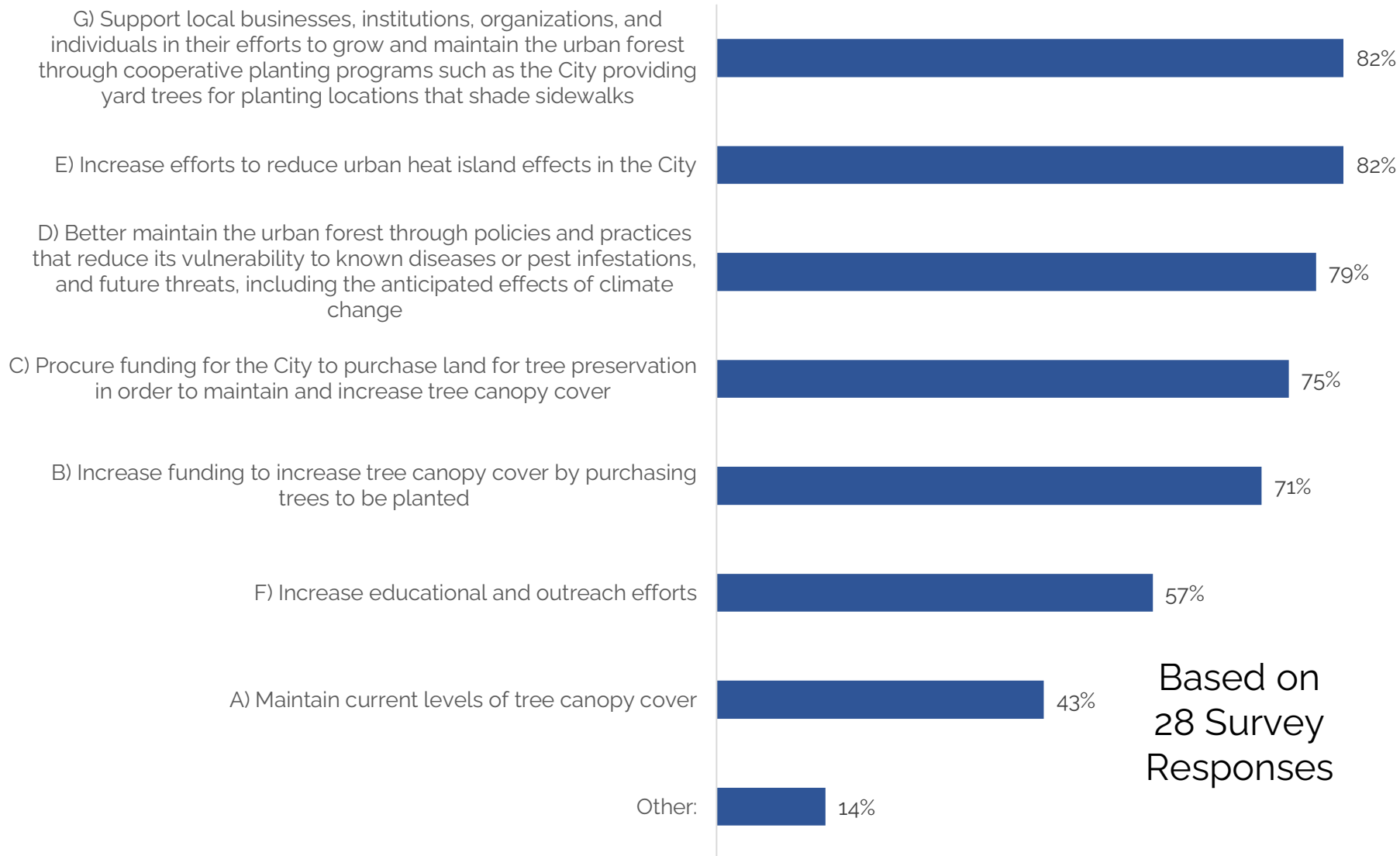
QUESTION #6

6. Overall, what do you feel are the most important goals for the City in regards to urban forestry?



QUESTION #6

6. Overall, what do you feel are the most important goals for the City in regards to urban forestry?

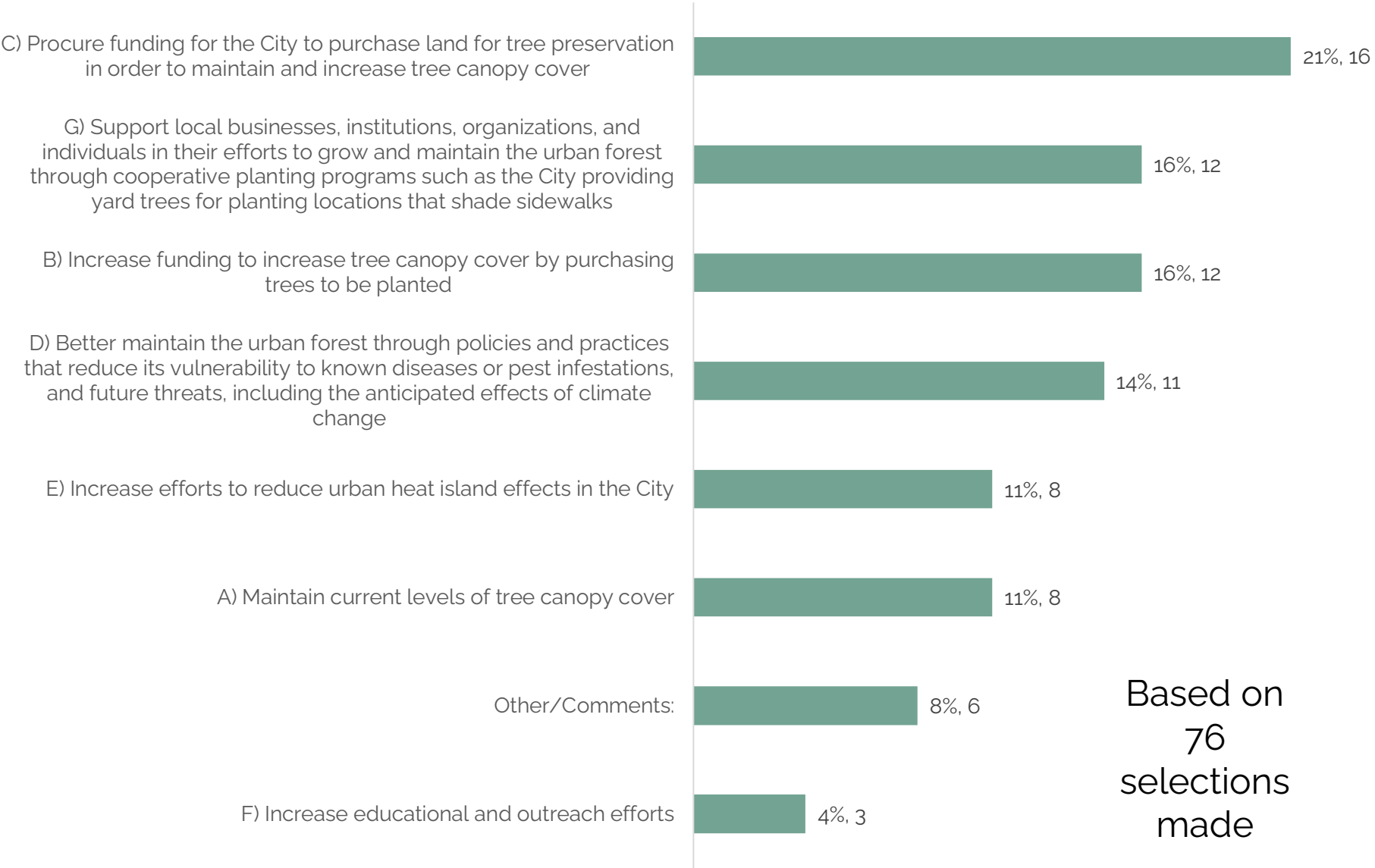


QUESTION #6 COMMENTS

Name	Comment(s)
Joel Freund	Make sure that underserved areas, and those with few trees receive priority for planting urban forests.
Jonathan Curth	I agree with A) as a percent of the City under canopy, but not necessarily the existing canopy.
Ted Jack	Determine what is a reasonable canopy goal for the city based on land use, growth, and environmental/health benefits.
Hunter Adkisson	Integration of urban ecology, of which forestry is a subset, into the value decisions of the mayor and city council, into budgeting and staffing, and into workflows of utilities and engineering

QUESTION #7

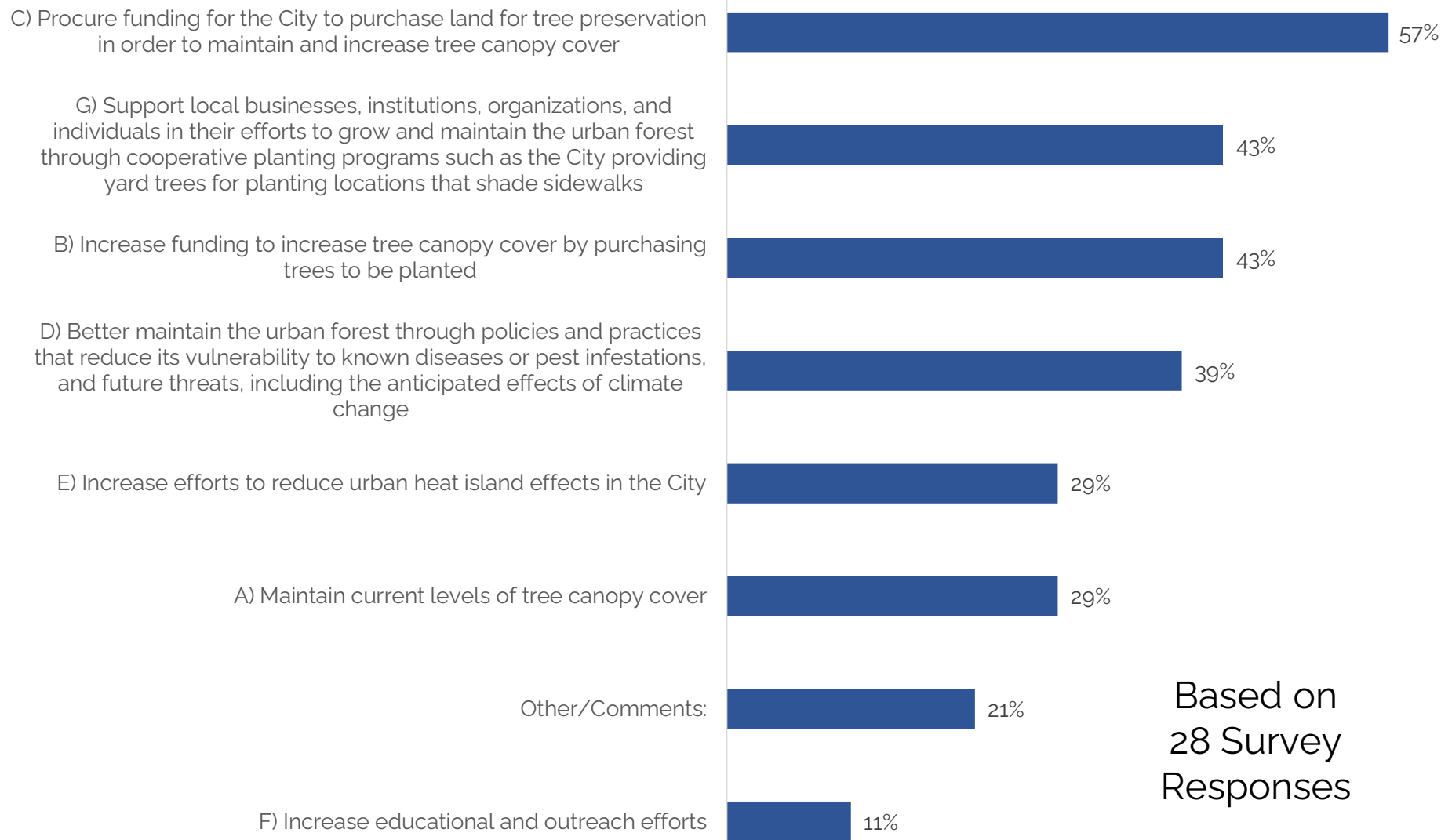
7. From the list above, what are the three (3) most important goals (list letter)?



Based on
76
selections
made

QUESTION #7

7. From the list above, what are the three (3) most important goals (list letter)?



Based on
28 Survey
Responses

QUESTION #7 COMMENTS

Name	Comment(s)
Adam Day	Large gap between C (procure funding...) and G (support local businesses...)
Joel Freund	Make sure that underserved areas, and those with few trees receive priority for planting urban forests.
Jim Parrish	and B (increase funding...)
Stacey A Buff	and F (increase educational...)
Jonathan Curth	I agree with A) (maintain current levels of UTC...) as a percent of the City under canopy, but not necessarily the existing canopy.
Hunter Adkisson	Other: Integration and expansion of Urban Forestry through the city's organization

FAYETTEVILLE URBAN FORESTRY MANAGEMENT PLAN

Source: Shutterstock



US FOREST SERVICE URBAN FOREST AUDIT ~ ADAPTED FOR FAYETTEVILLE, AR ~



CITY OF
FAYETTEVILLE
ARKANSAS



PlanITGeo[™]
developers of TreePlotter

August 2023

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URBAN FOREST AUDIT SYSTEM: OVERVIEW

U.S. Forest Service's Urban Forest Sustainability & Management Audit System

Information Gathering & Discovery

- ❖ Measure City's readiness for improved urban forest management, use of the Discovery Matrix
- ❖ Document Index of discovered resources
- ❖ 11 Categories, 129 planning elements
 - 1) Management Policy & Ordinances
 - 2) Capacity and Training
 - 3) Funding and Accounting
 - 4) Decision & Authority
 - 5) Tree Inventories
 - 6) Urban Forest Plans
 - 7) Risk Management
 - 8) Disaster Planning
 - 9) Standards and Best Practices
 - 10) Community
 - 11) Green Asset Evaluation

Audit Process (example only)

Category & Element	Count
Management Policy and Ordinances	30
Professional Capacity and Training	3
Funding and Accounting	4
Decision and Management Authority	3
Inventories	14
Urban Forest Management Plans	13
Risk Management	4
Disaster Planning	4
Standards & Best Management Practices (BMPs)	39
Community	28
Green Asset Evaluation	10

Category: Management Policy & Ordinances

#	Subcategory	Document/Resource
1.02	Climate Change (Sustainability)	Tree Policy Manual Sustainable City Plan
1.03	No Net Loss	Tree Policy Manual
1.04	Risk Management	Tree Policy Manual
1.05	Tree Canopy Goals	Sustainable City Plan General Plan

URBAN FOREST AUDIT SYSTEM: DOCUMENT INDEX

Documents Evaluated and Recorded in the Index

#	Resource	Information Gathered / Application
1	City Plan 2040 Comprehensive Plan	Public survey conducted, tree canopy section 8.3 (p89), climate change and canopy, urban forest benefits, ordinance, UFAB (formerly Tree and Landscape Advisory Committee est. in 1993)
2	Tree Preservation & Landscape Manual	Contains recommended tree list
3	Code of Ordinances - Chapter 167 Tree Preservation and Protection	
4	Code of Ordinances - Chapter 177 Landscape Regulations	Contains list of invasive plant species
5	Tree Preservation Standard Detail	
6	Tree List from Arkansas Native Plant Society	
7	Significant Trees List & Classifications	
8	Tree Canopy Cover and Environmental Equity	
9	Adopted Annual Budget & Work Program	Contains statement on 40% canopy goal (based on Energy Action Plan), lists trees planted, lists trees mitigated and preservation acres
10	2022 Q1 Executive Management Report	Nothing to report
11	Adopted Five Year Capital Improvements Plan 2021-2025	
12	"Fayetteville First" Strategic Plan	
13	Energy Action Plan	Chapter 1 Greenhouse Gas Reduction & Climate Change; Chapter 3 Buildings, Strategy #5 - UHI mitigation (p40); Chapter 3 Buildings Strategy 2, Make Existing Single-family & Multi-family Dwellings More Efficient; Ch 3 Buildings Strategy 4, Conduct a Community-Wide Tree Canopy Assessment and Set a Tree Canopy Coverage Percentage Goal (p39); Ch 3 Cross-Sector Strategy 1, Integrate Resilience and Adaptation Considerations into Planning and Policy Decisions -- investigate feasibility of a stormwater utility to improve green infrastructure
14	Master Street Plan (excerpt from City Plan 2040)	
15	City Plan 2040 Public Survey	Q11) "please help the City understand which of the following amenities, characteristics, or public improvements should be prioritized in association with infill" -- responses greatly supported making the neighborhood they want to live in, projects are friendly to pedestrians, and public amenities (traffic calming, pathways, open spaces)

Example of the resources reviewed and documented in the Document Index

A total of 66 documents were gathered for the research and information discovery phase of the UFMP project. Based on the research, there were a total of 326 instances where elements in the Audit were referenced in the 66 documents. An example of the document index is provided above. For a complete listing, see the "Fayetteville Urban Forest Audit" spreadsheet.

URBAN FOREST AUDIT SYSTEM: DISCOVERY MATRIX

Example of the Documents and References to Audit Elements

Management Policy and Ordinances	
Climate Change (Sustainability)	City Plan 2040 Comprehensive Plan Adopted Annual Budget & Work Program Adopted Five Year Capital Improvements Plan 2021-2025 "Fayetteville First" Strategic Plan Energy Action Plan Active Transportation Plan Mobility Plan Fayetteville Downtown Master Plan Walker Park Neighborhood Master Plan Weddington Corridor Plan Economic and Labor Force Analysis - Appendix B Draft Fayette Junction Master Plan Tomorrow's Corridor - Rethinking 71B University of Arkansas Office for Sustainability - Plants - Current Projects
No Net Loss	Tree Canopy Cover and Environmental Equity
Risk Management	Code of Ordinances - Chapter 167 Tree Preservation and Protection Adopted Annual Budget & Work Program Mobility Plan
Tree Canopy Goals	City Plan 2040 Comprehensive Plan Tree Preservation & Landscape Manual Code of Ordinances - Chapter 167 Tree Preservation and Protection Tree Canopy Cover and Environmental Equity Adopted Annual Budget & Work Program Adopted Five Year Capital Improvements Plan 2021- 2025 Energy Action Plan Mobility Plan Fayette Junction Master Plan Tomorrow's Corridor - Rethinking 71B City Website Urban Forestry/Tree Preservation and Landscape Regulations (letter from the Urban Forester) Urban Forestry/Tree Preservation and Landscape Regulations (letter from the Urban Forester)

Once the documents were indexed, each of the 66 resources were reviewed and cross-examined with the Audit's Discovery Matrix categories (11) and elements (130). An example of the process is shown on the left. For the "Management Policy and Ordinances" category, documents are listed in the green cells that mention or relate to the category's elements including "Climate Change", "No Net Loss", "Risk Management", and "Tree Canopy Goals". Any reference to the element within a document was given a "1" to enable a count of the total references to urban forestry per document, per element.

Audit Category	Documents with Reference
Management Policy and Ordinances	104
Professional Capacity and Training	4
Funding and Accounting	10
Decision and Management Authority	40
Inventories	18
Urban Forest Management Plans	7
Risk Management	12
Disaster Planning	2
Standards & Best Management Practices (BMPs)	109
Community	20
Green Asset Evaluation	N/A
TOTAL COUNT	326

URBAN FOREST AUDIT SYSTEM: PROCESS



RESEARCH DEEP DIVE: Existing plans, ordinances, practices



CITY CONSULTATIONS: Workflows, operations, services, best practices, standards, challenges, opportunities



EXISTING CONDITIONS: Inventory analysis, ecosystem benefits, trends, maintenance needs, planting, preservation



BENCHMARKING: Establish baseline metrics for comparison and monitoring (\$ per tree, staff per tree, etc.)



COMMUNITY ENGAGEMENT: Existing and potential partners, recommendations, public meeting



URBAN FOREST AUDIT: Systematic evaluation from which goals and actions are developed and can be monitored

URBAN FOREST AUDIT SYSTEM: PROCESS

Category: Management Policy & Ordinances			
Element	Subcategory	Description or Criteria for Evaluation	Assigned Status*
1.01	Climate Change (Sustainability)	With reference to urban trees, addresses the long-term health and productivity of the natural resource.	Score: 2 "Adopted Common Practice"
1.02	No Net Loss	Can refer to trees, basal area, or canopy.	Score: 2 "Adopted Common Practice"
1.03	Risk Management	Should reference: ANSI A300 Part 9, ISA BMP and prioritization funding mechanisms.	Score: 2 "Adopted Common Practice"
1.04	Tree Canopy Goals	Overall community/campus goal, or by designated "zone".	0) Not Practiced 1) In Development 2) Adopted Common Practice 3) Exceeds Common Practice

*For each subcategory that is evaluated, 0 points are attributed if the component doesn't exist or is not practiced; 1 point is given if the component is in development; 2 points are given if the component is routinely practiced; and 3 points are given if the practice is exceeded. The points can then be totaled for an overall score.

URBAN FOREST AUDIT SYSTEM: OUTCOMES

#	Category	SOC (% Achieved)*	Base (% Achieved)**	Overall Rating	Overall (% Achieved)
1	Management Policy and Ordinances	75%	50%	15	54%
2	Professional Capacity and Training	100%	NA	13	81%
3	Funding and Accounting	100%	NA	6	50%
4	Decision and Management Authority	100%	50%	7	88%
5	Inventories	NA	25%	12	46%
6	Urban Forest Management Plans	NA	50%	11	46%
7	Risk Management	100%	100%	16	89%
8	Disaster Planning	NA	100%	13	93%
9	Standards and BMPs	100%	69%	44	73%
10	Community	100%	NA	24	86%
11	Green Asset Evaluation	NA	NA	17	85%
Total		96%	63%	178	70%

*Standard of Care (SOC) elements represent the minimum group of urban forestry management “best practices” that a municipality should consider for implementation.

**Base Practices (BP) elements represent additional urban forest management activities or components that may effectively expand a program beyond the SOC group (see footnote above). These elements are typically precursors to other “non-core” elements in the category.

URBAN FOREST AUDIT SYSTEM: SCORE KEY

Color	Rank	Description	Ranking Rationale / Considerations
Blue	Category and element description		
Light Red	0) Not Practiced	No mention of the audit element in any documents, nothing uncovered during staff consultations, not in development as part of the UFMP project.	Describes the considerations that influenced the ranking
Yellow	1) In Development	The audit element is either mentioned in various documents but needs improvements or it is being addressed as part of the UFMP project.	Describes the considerations that influenced the ranking
Green	2) Adopted Common Practice	The audit element is mentioned in various documents, and it aligns with industry standards and best practices.	Describes the considerations that influenced the ranking

URBAN FOREST AUDIT SYSTEM: MANAGEMENT POLICY

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
1.00	Policy	Written policy statements approved by a governing body.	
1.01	Urban Heat (Sustainability)	Also referred to as Sustainability. With reference to urban trees. Addresses the long-term health and productivity of the natural resource.	Most documents that mention sustainability relate to development not trees though Chapter 167 Tree Preservation & Protection ordinance exists
1.02	No Net Loss	Can refer to trees, basal area, or canopy.	Not specifically mentioned but ordinances have mitigation requirements
1.03	Risk Management	Should reference: ANSI A300 Part 9, ISA BMP, and prioritization funding mechanisms.	No document specifically calls out standards, protocols, or staff trained for tree risk management
1.04	Tree Canopy Goals	Overall community/campus goal, or by designated "zone".	Energy Action Plan has a stated goal of 40%
1.05	Tree Protection	Construction and/or landscape maintenance.	Ordinances, critical root zone mentioned in various permit documents, construction standards
1.06	Utility	Utility pruning, planting, and installation policy (e.g. boring vs. trenching).	No policy in place for utility pruning was found but permits require identifying location of underground utilities
1.07	Human Health – Physical & Psychological	Recognizes and addresses the human health benefits of the natural resource (e.g. exercise, air quality, stress management, shade). Could also include Urban Heat Island (UHI) policies.	Benefits of trees are stated in various documents but less emphasis on heat reduction and human health
1.08	Wildlife Diversity / Habitat / Protection	Mammals, birds, or reptiles.	Comprehensive Plan and other plans have strategies and policies for preserving and conserving natural resources for wildlife
1.09	Performance Monitoring	Recognizes the annual or biennial calculation of metrics (e.g. some component of ecosystem services) for the purpose of tracking management performance.	Performance metrics in budget documents. Specific KPIs to be developed as part of the UFMP
1.10	Ordinance (Private)	Tree protection and management for trees on private property.	Ordinances are in place but will be reviewed with recommendations as part of the UFMP. City has the Tree Preservation & Landscape Manual
1.11	Ordinance (Public)	Tree protection and management for public trees.	Chapter 167 Tree Preservation & Protection is for private development. Similarly for Chapter 177 Landscape Regulations
1.12	Development Standards	US Green Building Council's LEED® rating systems (or similar internationally) LEED v4 BD+C (Sustainable Sites) LEED 4 ND (Neighborhood Pattern & Design, Green Infrastructure) ASLA's SITES® Rating System	Chapter 167 Tree Preservation & Protection is for private development. Similarly for Chapter 177 Landscape Regulations
1.13	High-Conservation Value Forests	Programs or policies for identification, acquisition, and/or protection of groups of trees or forests that provide unique public benefits.	The Comprehensive Plan focuses heavily on conservation and easements
1.14	Urban Interface (WUI)	Programs or policies that improve management of the urban interface for fire and/or invasive species.	Wildfire management is not covered in the documents but invasive species management is

URBAN FOREST AUDIT SYSTEM: CAPACITY & TRAINING

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
2.00	Professional Management	Provision for professional consultation.	
2.01	Certified Arborist - Staff	International Society of Arboriculture	Urban Foresters in Parks, Public Works, and Development
2.02	Certified Arborist - Contracted	International Society of Arboriculture	Chapter 167 identifies and recognizes ISA Certified Arborists
2.03	Certified Arborist - Other Resource	International Society of Arboriculture	Supporting staff with ISA credentials
2.04	Other Professional - Advising/directing UF management	This could be a professional in an allied field like Landscape Architecture.	City to provide input
2.05	Municipal Forestry Institute	Graduate of Society of Municipal Arborist's MFI program or similar	City to provide input
2.06	USFS Urban Forestry Institute or similar	Attendance at USFS UFI or similar	City to provide input
2.07	Campus/city arborist – ISA CA instructor for CEUs	Arborist routinely provides ISA CEU presentations/workshops.	City to provide input, trainings and resources are available on the website ("Citizen Tree Care Resources")
2.08	Tree Board University or similar	On-line training modules from Oregon U&CF for Tree Board/Advisory Council or similar	Unsure of the training and background of members on the Urban Forestry Advisory Board, Environmental Action Committee, or the Keep Fayetteville Beautiful Committee
2.09	Organizational Communications	Process, procedures, and protocol for cross-professional communications within the organization (all departments "touching" trees).	City to provide input but improvements will be recommended in the UFMP

URBAN FOREST AUDIT SYSTEM: FUNDING & ACCOUNTING

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
3.00	Urban Forestry Budget		
3.01	Budgeted Annually	Budget authorized/required for tree board, tree maintenance, and/or tree planting.	Urban Foresters and programs clearly listed in budget line items
3.02	Contingency Budget Process	A protocol is in place to prioritize urban forestry management activities during budget shortfalls; e.g. during times of limited funding for: ¹⁾ risk management, ²⁾ young tree care, ³⁾ mulching.	City to provide input
3.03	Funding Calculated from Community Attribute	Budget in terms of per capita, per tree, or for performance (e.g. per tree weighted by size class or age).	City to provide input. The inventory with ecosystem benefit calculations is a starting point
3.04	Funding Based on Performance Monitoring	Budget connected with/based on ecosystem service (ES) monitoring and performance.	City to provide input. The inventory with ecosystem benefit calculations is a starting point
3.05	Urban Forestry Line Item	Is the budget specific to urban forest management?	Line items for the Urban Forestry staff, clear line items for Forestry & Habitat plus events, and Tree City USA reporting documents
3.06	Green Asset Accounting	Maintain green infrastructure data in the "unaudited supplementary disclosure of an entity's comprehensive annual financial report (CAFR)". GASB 34 implementation for municipalities.	City to provide input

URBAN FOREST AUDIT SYSTEM: AUTHORITY

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
4.00	Authority		
4.01	Urban Forest Manager	Professional urban forest manager with authority over the program and day-to-day activity. Including designated budget line item.	"Urban Forester" mentioned frequently in documents stating authority, role, and communications protocols
4.02	Staff Authority	Designated staff with authority over the program and day-to-day activity. Including designated line item.	Clearly defines the role of the Urban Forester
4.03	Communication Protocol	Established protocol and mechanism(s) for communication among all members of the urban forest management "community" in your municipality or organization (e.g. manager, department under control, advisory board, finance, field operations, public, NGOs, business community, developers).	City to provide input
4.04	Tree Board, Commission, or Advisory Council	Establishes a board for public participation (advisory or with authority).	Urban Forestry Advisory Board

URBAN FOREST AUDIT SYSTEM: INVENTORIES

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
5.00	Inventories and Assessments		
5.01	Canopy Inventory (UTC)	Periodic (≤ 5 year) canopy inventory and assessment. Public & private.	2012, 2013, 2015, 2017, 2019 canopy assessments
5.02	Ecosystem Services	Recent (≤ 5 year) ecosystem services (ES) inventory & assessment? Public: 100% or street trees; Public & Private: Sample; or Campus. Or, are ES calculated annually or biennially based on partial re-inventory and projected growth as a monitoring tool.	The sample inventory and canopy data were collected / provided to conduct the analysis as part of the UFMP
5.03	Public Trees ↓	↓ Evaluate below ↓	↓
5.04	Street Trees	Is there a recent (5 year) inventory?	Guidance to be provided in the UFMP
5.05	Parks/Riparian Areas	Is there a recent (5 year) inventory?	No inventory located except for the public/private sample inventory in 2022
5.06	Other Public Trees	Public facility landscaped areas, Industrial parks, green space.	No inventory located except for the public/private sample inventory in 2022
5.07	Continuous inventory on a cycle (≤ 5 years)	Partial re-inventory to support continuous forest inventory, growth projections, and the calculation of ecosystem services.	Guidance to be provided in the UFMP
5.08	Private Trees ↓	↓ Evaluate below ↓	↓
5.09	Campus (Educational)	Is there a recent (5 year) inventory?	University of Arkansas has a tree inventory and online map
5.10	Corporate	Is there a recent (5 year) inventory?	Guidance to be provided in the UFMP
5.11	Other Private Property	Is there a recent (5 year) inventory?	Guidance to be provided in the UFMP
5.12	Continuous inventory on a cycle (≤ 5 years)	Partial re-inventory to support continuous forest inventory, growth projections, and the calculation of ecosystem services).	Guidance to be provided in the UFMP
5.13	Green Stormwater Infrastructure (GSI)	BMP stormwater mitigation practices and locations (e.g. Washington DC)	Water Master Plan but not specific to green infrastructure or stormwater. Energy Action Plan has a strategy to investigate feasibility of a stormwater utility to improve green infrastructure
5.14	Spatial	Inventory data includes Lat/Long (i.e. GIS). Should address the spatial relationship between the natural resource and people (i.e. residents, visitors, activities) that would help manage the resource for benefits associated with proximity (air quality, recreation, stress mitigation, etc.	Canopy Assessments and tree inventory provide spatial data. Guidance to be provided in the UFMP
5.15	Maintenance and Planting Records Maintained	Planting details (nursery, species, size, cost, contractor, etc.) maintained with inventory or as separate database or recordkeeping system. Also pruning and removal histories.	City to provide input

URBAN FOREST AUDIT SYSTEM: PLANS

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
6.00	Management Planning		
6.01	Annual Maintenance Calendar	An annual calendar that defines typical activity by season. To support scheduling.	City to provide input
6.02	Public Trees ↓	↓ Evaluate below ↓	↓
6.03	Street Tree Management	Is there a recent (5 year) plan for street trees?	Guidance to be provided in the UFMP
6.04	Parks/Riparian Area Management	Is there a recent (5 year) plan ?	Parks Master Plan in development as of January 2023
6.05	Other Public Trees	Public facility landscaped areas, Industrial parks, green space.	Guidance to be provided in the UFMP
6.06	Private Trees ↓	↓ Evaluate below ↓	↓
6.07	Campus (Educational)	Is there a recent (5 year) plan for Campus trees?	TBD whether University of Arkansas is a Tree Campus USA campus
6.08	Corporate	Is there a recent (5 year) plan?	Guidance to be provided in the UFMP
6.09	Other Private Property	Is there a recent (5 year) plan?	Guidance to be provided in the UFMP
6.10	Green Infrastructure	Is there a plan for green infrastructure (i.e. nodes & linkages)? Large-scale projects.	Energy Action Plan mentions stormwater utility for green infrastructure
6.11	Other Written Plans	Other natural resource plans (e.g. tree canopy). May be a component of another plan.	Comp Plan, Energy Action Plan, Parks Master Plan (in progress), neighborhood plans
6.12	Tree Planting	Is there a recent (3 year) tree planting plan?). May be a component of another plan.	Guidance to be provided in the UFMP
6.13	UF as Part of a Comprehensive Plan	Is any UF management plan referenced in the comprehensive plan (i.e. county or municipality) or master plan (i.e. Campus)?	Section 8.3 of the Comprehensive Plan is "Tree Canopy" and describes the role urban forests play in climate change, stormwater, etc.
6.14	Urban Forest Planning and Management Criteria and Performance Indicators	Criteria and indicators based on <i>A Model of Urban Forest Sustainability</i> (Clark, J.R., Matheny, N.P., Cross, G., and Wake, V. 1997 <i>Journal of Arboriculture</i> .) or on work of W.A. Kenney, P.J.E. van Wassenaeer, and A.L. Satel in <i>Criteria and indicators for strategic urban forest planning and management</i> . (2011)	Guidance to be provided in the UFMP. Conducting this Audit is one approach to Criteria & Indicators

URBAN FOREST AUDIT SYSTEM: RISK MANAGEMENT

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
7.00	Risk Management Activities		
7.01	TRAQ Attained	At least one staff or consultant is TRAQ.	City to provide input
7.02	Annual Level 1 (ANSI A300 Part 9 & ISA BMP)	All trees in high occupancy areas visited annually.	City to provide input
7.03	Mitigation Prioritization	A protocol for prioritizing mitigation following Level 1 and Level 2 assessments. Reflects the controlling agency's threshold for risk.	City to provide input
7.04	Occupancy Areas Mapped	Has TRAQ staff/consultant discussed/mapped occupancy levels with controlling authority?	City to provide input
7.05	Recordkeeping, Reporting, and Communications	A process has been put in place to maintain records on requests, inspections, evaluations, and mitigation of risk; and on the communications among the managers related to those risk assessments.	City to provide input
7.06	Standard of Care Adopted	Controlling authority has adopted a Standard of Care (SOC) or risk management policy.	City to provide input
7.07	Tree Risk Specification	Is there a written specification that meets requirements of ANSI A300 (Part 9)? And, has it been discussed with the controlling authority with relevance to the controlling authority's threshold for acceptable risk?	City to provide input
7.08	Urban Tree Risk Management	The community has prepared and follows a comprehensive program for urban tree risk management.	City to provide input
7.09	Invasive Management	Plan to address and manage invasive: plants, insects, and disease.	10 documents mention invasive management, prohibited trees, recommended trees, Arkansas Native Plant Society tree list, among others

URBAN FOREST AUDIT SYSTEM: DISASTER PLANNING

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
8.00	Disaster Planning Activities		
8.01	Response/Recovery Mechanism	Staff knowledge of the municipality's protocol for requesting disaster resources through the county or state with access to mutual aid and EMAC.	City to provide input, Fayetteville Emergency Operations Plan is in place
8.02	Urban Forestry as part of the County Disaster Plan	The UF plan (8.3) is incorporated into the county/municipal disaster plan; specifically in reference to debris management and risk mitigation.	Nothing found at the county level, City to provide input
8.03	Urban Forestry Disaster Plan	A separate/specific plan within the urban forestry management program (i.e. who to call, priorities).	No plan identified, City to provide input
8.04	Pre-disaster Contracts	Contracts are in place for critical needs.	City likely has a structure in place, City to provide input
8.05	Mitigation Plan	A mitigation plan has been developed for pre-disaster, recovery, and post-disaster.	City to provide input
8.06	EMAC Mission Ready Packages (MRP)	Municipality has published disaster resources with state EM and participates in inter-state Mutual Aid to support Urban Forest Strike Teams (UFST).	City to provide input
8.07	Urban Forest Strike Team	Participation in the UFST project.	City to provide input

URBAN FOREST AUDIT SYSTEM: STANDARDS & BMPs

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
9.00	Standards & BMPs		
9.01	ANSI Standards	Reference and adherence to ANSI Standards for arboricultural practices (A300), safety (Z133), or Nursery Stock (ANSI Z60.1) (any or all).	Tree ordinances reference standards, website lists standards, Tree Preservation Manual, Tree Preservation Standard Detail
9.02	Ages/Diameter Distribution	Specific management for the development of an age-diverse tree population	No specific mention about age diversity but species diversity is recognized
9.03	Arborist Standards	Standards of practice for arborists (i.e. Certification).	Tree ordinances reference standards, website lists standards, Tree Preservation Manual, Tree Preservation Standard Detail
9.04	Best Management Practices (BMPs)	Establishes or references tree maintenance BMPs (i.e. written comprehensive standards & standards).	Tree ordinances reference best practices, website lists standards, Comprehensive Plan lists BMPs, Tree Preservation Manual, Tree Preservation Standard Detail
9.05	Fertilization and Mulching	Fertilization or mulching standards required for conserved & planted trees.	Ordinances list requirements, City website has resources, Structural Soil Detail includes guidance
9.06	Lightning Protection	BMP written to the ANSI A300 Standard.	Nothing listed, minor recommendation to consider in the UFMP
9.07	Planting	Planting and transplanting standards required/specified.	Listed in ordinances, Tree Preservation Standard Detail, website, Tree Planting on Slope Detail
9.08	Pruning	Pruning standards required for conserved & planted trees.	Listed in ordinances, Tree Preservation Manual, Tree Preservation Standard Detail, City website
9.09	Removal	Infrastructure damage, stump grinding, etc.	Guidance listed in Chapter 167 and City website
9.10	Support Systems (Guying and Bracing)	BMP written to the ANSI A300 Standard.	Nothing listed, minor recommendation to consider in the UFMP
9.11	Tree Risk	Tree risk assessment procedures; ISA BMP or equivalent.	Risk mentioned in Ch. 167 but should be evaluated as part of the UFMP
9.12	Construction Management Standards	Written standards for: tree protection, trenching/boring in CRZs, pre-construction mulching, root or limb pruning, watering (any or all).	Critical root zone, tree protection zones, critical root zone addressed in ordinances, Tree Preservation Manual, City website, and Tree Preservation Standard Detail
9.13	Design Standards	Standards for design that specifically require trees; standards for placement, soil treatment, and/or drainage.	18 documents have standards listed for development that impacts trees and landscaping (Comp Plan, Tree Manual, Ordinances, Active Transportation Plan, neighborhood plans, others)
9.14	Genus/Species Diversity	Suggests or requires diversity of plant material.	City website has a list and references the Arkansas Native Plant Society Tree List

URBAN FOREST AUDIT SYSTEM: STANDARDS & BMPs CONT.

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
9.00	ANSI Standards & BMPs	CONTINUED	
9.15	Green Stormwater Infrastructure (GSI)	BMPs for site level GI practices like rain gardens and swales. Small-scale projects.	Energy Action Plan recommends stormwater utility for green infrastructure, other plans reference stormwater management and GI
9.16	Inventory Data Collection	Adopted or developed standards for tree inventory data collection	Guidance to be provided in the UFMP
9.17	Minimum Planting Volume	Minimum required root zone volume.	Tree Preservation & Landscape Manual provides standards and BMPs
9.18	Minimum Tree Size	Minimum caliper for tree replacements, and/or minimum size of existing trees to receive tree density or canopy credit.	Tree Preservation & Landscape Manual notes the 2" minimum caliper
9.19	Root Protection Zone (CRZ)	Defines adequate root protection zone; Critical Root Zone (CRZ).	Tree Preservation & Landscape Manual plus 5 other documents note this
9.20	Safety	Safety logs, trainings, reference to ANSI Z133 Safety Standard	No specific standards for safety around trees. Guidance to be provided in the UFMP
9.21	Topping	Prohibits topping or other internodal cuts (public & private).	Chapter 167 restricts topping
9.22	Tree Species List	Identifies and publishes a list of the most desirable, recommended, or preferred species (native and non-native species); alternatively, a list of species prohibited.	Tree Preservation & Landscape Manual, ordinances, significant trees list, City website, and others list the recommended or required trees
9.23	Tree Quality Standards	Written standards for tree selection at nursery in addition to Z60.1.	Tree Preservation & Landscape Manual notes the ANSI standard for nursery stock
9.24	Utility Right-of-Way (ROW) Management	Requirements for planting, pruning, and/or removal of trees within a utility ROW.	Chapter 167 and City website mention utility management but could be expanded as part of the UFMP
9.25	Urban Agriculture	Enabled urban food forestry practices.	Guidance to be considered for the UFMP
9.26	Wood Utilization	Larger diameter material is processed for wood products.	Guidance to be considered for the UFMP
9.27	3 rd party forest certification	Examples: American Tree Farm System (ATFS), Forest Stewardship Council™	Guidance to be considered for the UFMP
9.28	Energy generation	Local or regional use of chips or other woody debris for co-generation facilities.	Guidance to be considered for the UFMP
9.29	Composting of Leaf and/or Other Woody Debris	Leaves and small woody debris are captured and used on-site or processed by someone by composting for reuse.	No mention of debris management, guidance to be considered for the UFMP
9.30	Watering Standards		Various documents state the watering requirement post-planting. Additional guidance to be provided in the UFMP

URBAN FOREST AUDIT SYSTEM: COMMUNITY

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
10.00	Community Building		
10.01	Social Media Website or Similar	Does your community/campus use social media platforms or similar to document and publicize your urban forestry program, activity, or events?	City website, social media, Speak Up Fayetteville
10.02	Education	The urban forest is used as an educational laboratory for class activity; Kids in the Woods, PLT, high school, or college level.	Resources on City website, Tree Manual
10.03	Private Property Tree Program	Does your community sponsor this program locally?	To be addressed in the UFMP
10.04	Public-facing Inventory Software	Public access to the community tree resource via an on-line mapping program (i.e. any Web Map Service; WMS).	2022 sample tree inventory used a public facing software program but trial subscription ended. City does have online portal of canopy assessment maps
10.05	Public Perception	Is public management consistent with private property requirements for tree protections and care? Does the Campus/public tree management reflect neighborhood norms?	Comprehensive Plan included a survey. Ongoing public feedback recommendations to be provided in the UFMP
10.06	Recognition Programs	Programs that raise awareness of trees or that use trees to connect the community to significant events or activities.	Arbor Day events, spring and fall planting, Celebration of Trees, Amazing Tree
10.07	Arbor Day Celebration	Whether or not associated with Tree City USA.	Arbor Day events, spring and fall planting, Celebration of Trees, Amazing Tree
10.08	Arboretum designation	Internal or third party arboretum designation.	University of Arkansas tree inventory and Arboretum Mapping Project, Botanical Garden of the Ozarks
10.09	Significant trees	For example: size, history.	No Heritage or Significant Tree Ordinance but City has Significant Trees on website
10.10	Memorial/Honorarium	Tree planting or tree care programs than honor/memorialize individuals, organizations, or events.	City to provide input. City has tree giveaways, and tree donations
10.11	Social Media	Does your community/campus make use of Twitter, Facebook, Blogs for internal or external outreach?	Several posts about urban forestry but additional guidance to be provided in UFMP
10.12	Active Communications	Press releases, regular news articles (print), "State of the Urban Forest" reports, periodic analysis of threats and opportunities.	Additional guidance to be provided in the UFMP
10.13	Tree Care	Are volunteers trained and used for basic tree care (e.g. mulching, pruning, planting).	Volunteer program and events, invasive species removal, City website with resources for tree care
10.14	Tree City USA®	Community/campus meets current qualifications for any of these programs.	27 years as TC USA with 9 Growth Awards
10.15	Volunteer Opportunities	Ad hoc or scheduled. Any/all age groups. Tree Campus USA student activities.	Volunteer programs and events

URBAN FOREST AUDIT SYSTEM: GREEN ASSET EVALUATION

#	Component Evaluated	Description or Criteria for Evaluation	Ranking Rationale / Considerations
11.00	Observed Outcomes	Based on an analysis of tree inventories	
11.01	Deadwood	Look for evidence of periodic or ad-hoc deadwood removal (i.e. lack of dead limbs $\geq 2"$ in the trees or on the ground).	To be evaluated with the 2022 tree inventory and guidance provided in the UFMP
11.02	Genus Diversity	No genera exceed 20% of population; make specific observations for <i>Acer</i> , <i>Quercus</i> , <i>Fraxinus</i> , <i>Ulmus</i> and other local species of concern.	Based on the sample inventory in 2022, 31% are oaks, 15% elms, 8% maples. Guidance to be provided in the UFMP
11.03	Mature Tree Care	Mature trees are retained in the landscape, and are of acceptable risk; i.e. veteran tree management.	Based on the sample inventory in 2022, the highest percent of recommended tree work is pruning for clearance (8%). Guidance to be provided in the UFMP
11.04	Mulching	Evidence of adequate (i.e. spatial extent, depth, and material) roots zone mulching for all age classes.	To be evaluated with the 2022 tree inventory and guidance provided in the UFMP
11.05	Planting Site Volume Optimization	Are species & sites matched for optimization of above ground canopy; right tree in the right spot concept.	Only 6% of the trees inventoried in 2022 have a clearance conflict (2% pedestrian, 1% building, 1% light, 1% sign or signal). Guidance to be provided in the UFMP
11.06	Rooting Volume Optimization	Are species & sites matched for optimization for below ground rooting volume; right tree in the right spot concept.	Only 0.3% of trees inventoried in 2022 were noted as causing sidewalk damage. Guidance to be provided in the UFMP
11.07	Species Diversity	No species/cultivars exceed 10% of population; make specific observations for <i>Acer</i> , <i>Quercus</i> , <i>Fraxinus</i> , <i>Ulmus</i> and other local genera of concern. Also evaluate the role of regionally local native species.	Based on the sample inventory in 2022, no species exceed the 10% threshold. 7% are Princeton elms, 6% post oaks, 6% willow oaks, 5% pin oaks, and 4% blackgums. Guidance to be provided in the UFMP
11.08	Soil Compaction	Observe evidence of soil compaction by users or staff during maintenance. Include "desire" lines and construction activity at time of evaluation.	To be evaluated with the 2022 tree inventory and guidance provided in the UFMP
11.09	Tree Health	Rate the overall tree health in all size (age) classes; look for crown dieback, decay, foliage density & color.	Based on the sample inventory in 2022, 75% of public trees are in good condition, 15% in fair condition, 5% poor, and 5% dead. Guidance to be provided in the UFMP
11.10	Young Tree Pruning	Look for evidence of periodic (e.g. every 3 years to year 9) structural pruning (e.g. subordination cuts, dominant central leader, co-dominant stems lower than 20').	Based on the sample inventory in 2022, only 3 trees (0.1%) require structural pruning at a young age. Guidance to be provided in the UFMP

URBAN FOREST AUDIT SYSTEM: SUMMARY

Final Audit Results

Note, the audit may be kept internal and is only meant to serve as a preliminary evaluation to support the development of the Plan's goals and strategies though it may serve as a UFMP implementation monitoring tool

#	Category	SOC (% Achieved)*	Base (% Achieved)**	Overall Rating	Overall (% Achieved)
1	Management Policy and Ordinances	50%	67%	20	71%
2	Professional Capacity and Training	100%	NA	16	89%
3	Funding and Accounting	75%	NA	8	67%
4	Decision and Management Authority	50%	100%	5	63%
5	Inventories	NA	56%	17	65%
6	Urban Forest Management Plans	NA	50%	13	54%
7	Risk Management	83%	50%	14	78%
8	Disaster Planning	NA	67%	9	64%
9	Standards and BMPs	75%	69%	44	73%
10	Community	100%	NA	25	89%
11	Green Asset Evaluation	NA	NA	16	80%
Total		76%	65%	187	73%

*Standard of Care (SOC) elements represent the minimum group of urban forestry management “best practices” that a municipality should consider for implementation.

**Base Practices (BP) elements represent additional urban forest management activities or components that may effectively expand a program beyond the SOC group (see footnote above). These elements are typically precursors to other “non-core” elements in the category.

URBAN FOREST AUDIT SYSTEM: SOURCE

The original audit and supporting spreadsheet were developed by Urban Forestry South (USDA Forest Service, Region 8, SRS-4952, Athens, Georgia). The spreadsheet was based on the current Urban Forest Sustainability and Management Review Checklist developed in cooperation with Agnes Scott College Office of Sustainability and the ASC Arboretum Advisory Council and the City of Austin (TX)

<https://urbanforestrysouth.org/resources/files/UFS%20and%20ASC%20UF%20ReviewCalc%20Tool%20-18Aug15%20v4.2beta.xlsx/view>



RECOMMENDED TREE LIST & SISTER CLIMATE CITY ASSESSMENT

In support of the City of Fayetteville, Arkansas'

2023 URBAN FORESTRY MANAGEMENT PLAN

October 2023



**CITY OF
FAYETTEVILLE
ARKANSAS**



PlanITGeo™
developers of TreePlotter

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CLIMATE IMPACTS IN FAYETTEVILLE

Urban areas around the world are facing dramatically intensifying extreme weather and climate impacts including drought, long-term water shortages, flooding, extreme weather events, and prolonged heat. Urban trees can play a significant role in making Fayetteville resilient to weather and climate extremes, and in protecting human and ecosystem health and safety. View [Appendix A](#) for the Climate Adaptation Report generated for the southeast United States from the Climate Adaptation Workbook.

Increased temperatures and prolonged heat have a dramatic effect on urban trees. Urban trees already face many struggles of the urban environment, including competition for space, elements of an urban environment, vandalism, and harmful pests and diseases. Some of Fayetteville's established trees are unlikely to survive the changes in the climate and weather patterns over the next 50-75 years. Planting the right trees for Fayetteville today and in the future will play a vital role in the resiliency of the City's urban forest as well as overall community sustainability.

In pursuit of a sustainable and resilient urban forest, the City of Fayetteville seeks to apply climate adaptation strategies to urban forest management planning. Building toward this objective, the City maintains a recommended tree list of small, medium, and large trees prepared by the Arkansas Native Plant Society. The following provides an analysis of the changing climate and considerations for new tree species to integrate into Fayetteville's urban forest over time.

FAYETTEVILLE'S CURRENT TREE LIST AND PLANTING PRACTICES

Recreated from the City of Fayetteville's website — www.fayetteville-ar.gov/3979/List-of-Recommended-Native-Trees-and-Shr

Overview

Urban Forestry Staff reviews, recommends and selects trees for a variety of sites and growing environments. Staff evaluates each place for site-specific variables when selecting the most appropriate trees for a site. Not every tree is right for every location, and the Urban Forestry staff uses our extensive tree knowledge, research and site evaluation when selecting trees, mindful of how each tree and each site may change in the short- and long-term future.

This list of trees contains recommendations for trees planted in Fayetteville, including ideal locations and notes on each tree. It highlights how many species of butterflies and moths each of these trees can host. The list does not include all the insects, birds, reptiles and small mammals that a tree can host. The Arkansas Native Plant Society was the catalyst for this updated list, and the Urban Forestry Advisory Board assisted with information.

Urban Forestry Staff is continuously researching and contemplating the use, space, species and varieties of trees, shrubs and plants used throughout the City. We seek expert advice in our community and are lucky to have professional connections with the Horticulture, Landscape Architecture, and Plant Pathology Departments at the University of Arkansas. We also have a healthy relationship with the Arkansas Forestry Commission and the Arkansas Native Plant Society. We utilize the wealth of knowledge surrounding us to benefit the City by helping Staff and residents choose the right tree for the right space.

The Danger of Single Species Planting

Historically, the use of a single species of street trees has had negative consequences. In the early 1900s, the American Chestnut, a popular and heavily planted street tree, was devastated by the chestnut blight. The blight caused large swaths of trees in the American streetscape to perish and left large gaps in the American landscape. A similar incident occurred with the spread of Dutch Elm disease. Due to the monoculture planting of elm trees as street trees, the impact was even more noticeable on streetscapes throughout the country. For these reasons and other global issues with plant disease, pests and pathogens, Fayetteville's Urban Forestry Staff encourages and recommends a diverse planting palette. Using native species trees is vital because it benefits the local ecosystem and saves the City money and time. Native species are well suited for our climate and prosper in Northwest Arkansas's soils because they originated here.

Criteria for Selection for the List

The City Urban Forestry Staff carefully selects species of trees as each location offers unique challenges. The overall criteria include:

- Native or native cultivars first
- Trees tolerant of pollution, drought and harsh conditions (salt/sand from winter and winds)
- Trees that create litter problems or produce large fruit are not used as street trees
- Tree shape – to ensure limbs are not too low and could create a visibility issue
- Small trees under power lines
- Trees with seasonal interest: fall color or blooms
- Amount of sun and shade in the existing conditions
- Speed of traffic
- Pedestrian intensity
- Visibility for traffic
- Maintenance issues
- Pest problems
- Longevity of the tree
- Type of Street Tree location:
 - Urban tree well
 - Large median (over six feet wide)
 - Small median (usually the green space between a curb and sidewalk, less than six feet wide)

Street Tree Planting Scenarios

Urban Tree Well

Trees planted in urban tree wells have the most difficulty surviving and thriving for several reasons: the structured soils do not offer the same nutrients as a forest; space for the root systems is limited; and exposure to pollutants. The tree's shape also has to be considered for pedestrian visibility, automobile visibility, and not interfering with buildings.

Large Medians

Large median spaces vary in size from six to 10 feet wide. The space is adequate for most trees, and Staff considers maintenance needs when choosing a tree to be planted in the medians. Trees that produce less litter and fruit are ideal for large medians. Finally, visibility is another characteristic when choosing a large median tree. Urban Forestry staff selects trees that allow for visibility under and through the canopy to increase vehicular safety.

Small Medians - Trees between Curb and Sidewalk (Tree Lawn less than Six feet)

Small medians are the green spaces between the curb and the sidewalk, typically less than six feet wide. In these cases, Staff prioritizes maintaining the structural integrity of the sidewalk and curb. Other factors included in choosing the right species for this condition are sightline visibility for vehicles and pedestrians, sun and shade conditions, the appropriate size for location in town (residential, commercial, downtown), watering needs, amount of litter produced, and environmental benefits.

This list does not contain every tree used in Fayetteville. Urban Forestry Staff does consider other trees not listed as viable options and will examine all proposed trees. There are construction techniques that allow larger trees in small locations. Staff will consider these techniques with appropriate construction details.

LARGE SPECIES - Mature ht. 45' or above

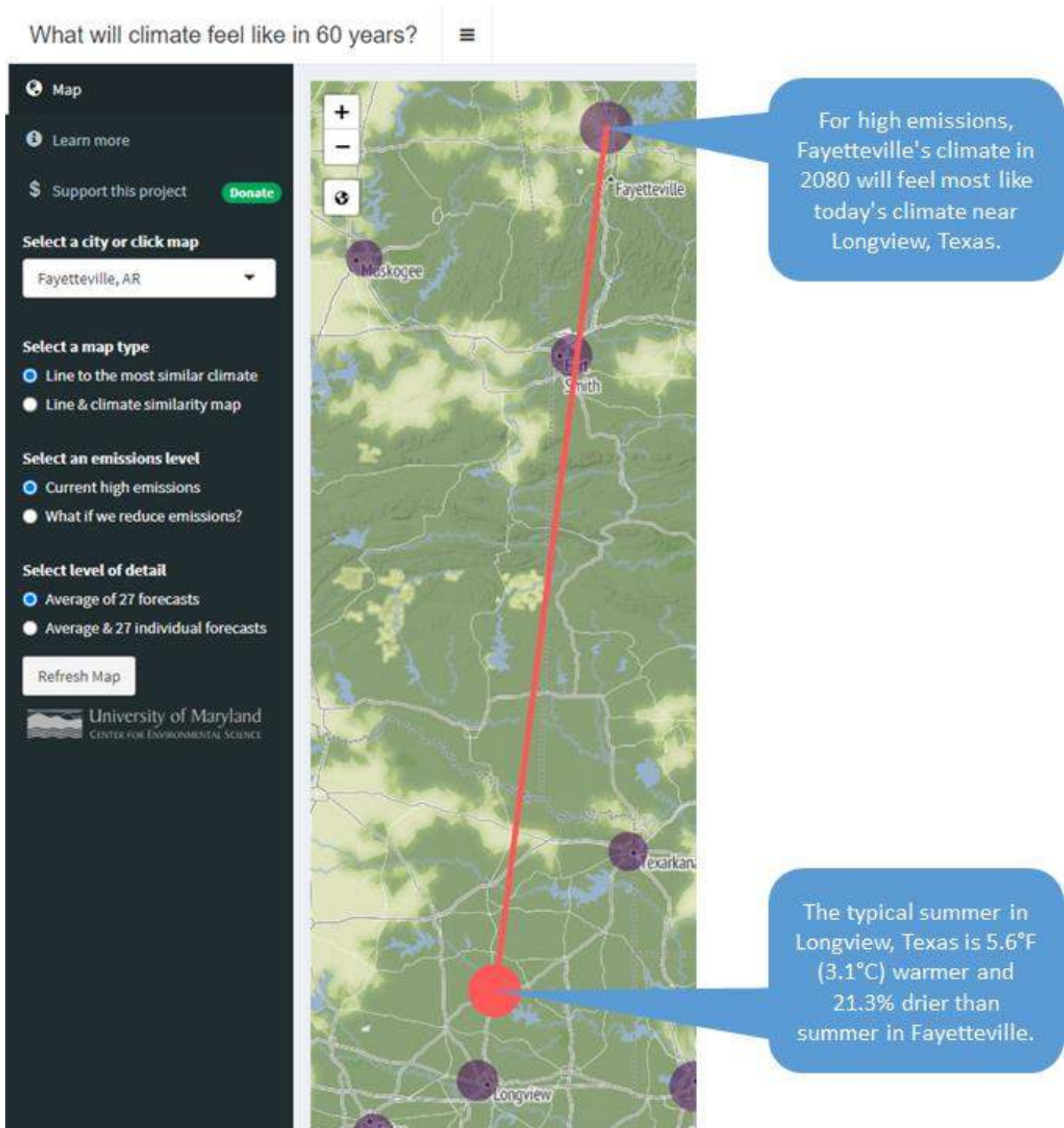
Species	Common Name	Street Tree Recommendation Types of Street tree conditions. Tree well, Large median (6' or more) small median (6' or less)	Number of butterfly and moth species tree can host (Does not include other insects, birds, reptiles and small animals that live in trees.)	Ideal Location	Notes
Acer rubrum	Red Maple	None	199	Trunk shaded in morning and afternoon	Grows poorly in compacted soil. Not a good street tree, sun scald is big problem with this as a street tree.
Acer saccharum	Sugar Maple	None	199	Trunk shaded in morning and afternoon	Grows poorly in compacted soil. Not a good street tree, sun scald is big problem with this as a street tree.
Betula nigra	River Birch	None	221		Extended dry soil leads to leaf drop. Avoid high pH. The three trunk species is overused in landscapes.
Carya cordiformis	Bitternut Hickory	None	220	Woods/Property Perimeter	Nuts -plant away from storm drains. Nut trees do not make good street trees due to litter.
Carya illinoensis	Pecan	None	220	Woods/Property Perimeter	Nuts -plant away from storm drains. Nut trees do not make good street trees due to litter.

Figure 1. Excerpt from the City of Fayetteville's recommended tree list showing the attributes and a sample of large species trees in the list

FAYETTEVILLE'S SISTER CLIMATE CITY

The [Future Urban Climates tool](#), created and maintained by University of Maryland Center for Applied Sciences, is a mapping tool that matches and displays similar climates for cities across the United States. The comparisons are based on minimum and maximum temperatures and seasonal precipitation in each city.

The closest area where current climate data is available is the Springdale, Arkansas area, just 10 miles north of Fayetteville. Results for a high emissions scenario show that the climate in 2080 for the Fayetteville region will feel most like today's climate near Longview, Texas—approximately 130 miles east of Dallas, Texas. The typical winter in Longview, Texas is 10.7°F (5.9°C) warmer and 40.8% wetter than winter in Fayetteville.



Sister Climate City Tree List Comparisons

Based on the climate projections, Longview, Texas (Sister Climate City) currently has a climate that is similar to Fayetteville's projected climate and plant hardiness zone. The Sister Climate City's approved tree planting list was researched and compared with Fayetteville's "2020 Tree List From Arkansas Native Plant Society" list. After online research, no recommended tree list exists or was found for Longview, TX's urban forestry program. Therefore, the City of Dallas, Texas's recommended tree list was utilized given Dallas is only 130 miles west of Longview and the urban forestry consultants conducting this SCCA study have extensive experience in the Dallas-Fort Worth area.

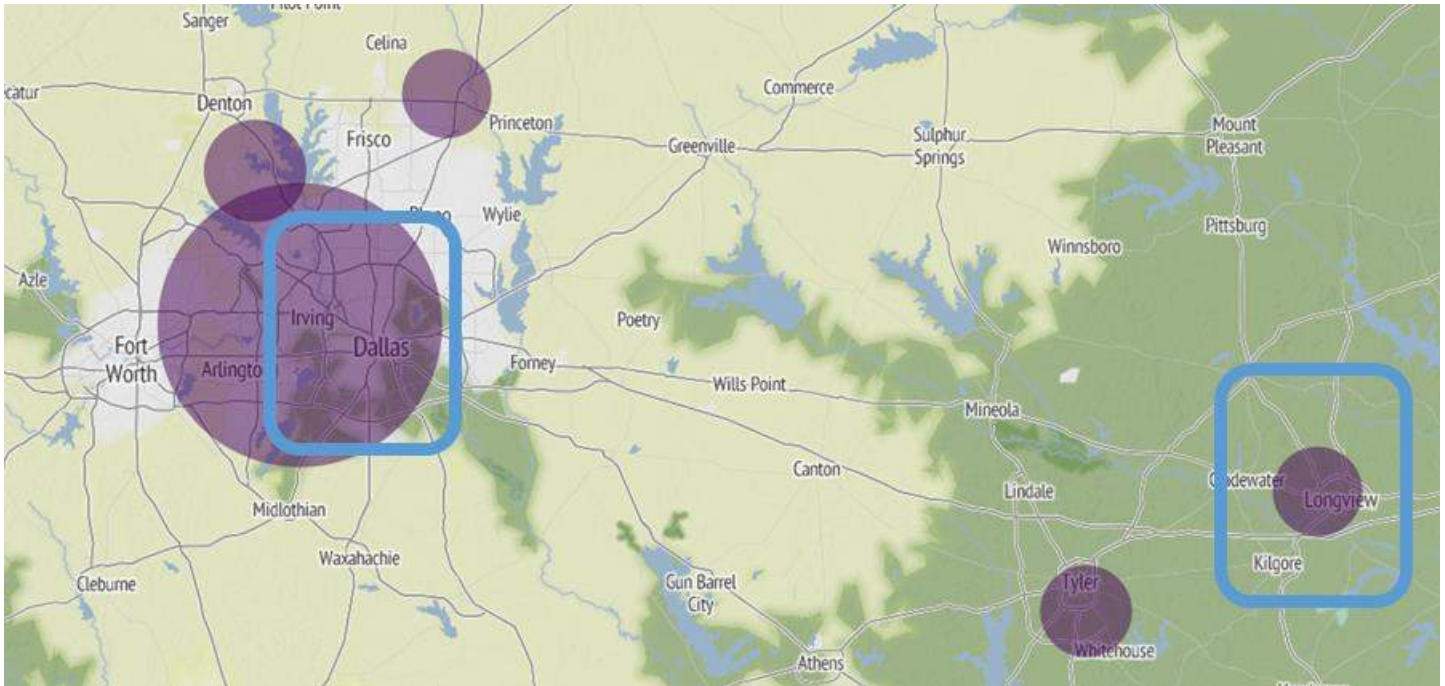


Figure 2. Map displaying the Sister Climate City of Longview, TX and the City of Dallas, TX which was utilized for comparing recommended tree lists

Fayetteville, AR and Dallas, TX Tree List Crosswalk - Results

A total of 38 of 74 (51%) tree species in Fayetteville's tree list are in the "Approved Tree List" for Dallas, TX. The majority (24 tree species) are in the "Large" category, four are in the "Medium" category, and nine are in the "Small" category. The table below details Fayetteville's tree list (shrubs excluded) and an indicator of the species that is also in the Dallas tree list.

Table 1. Summary of tree species in the Fayetteville, AR and Dallas, TX recommended or approved tree lists

COMPARISON OF FAYETTEVILLE TREE LIST TO SISTER CLIMATE CITY TREE LIST		
Fayetteville Tree List (ordered by Scientific Name)	Common Name	Dallas, TX Tree List?
<i>Acer rubrum</i>	Red Maple	Yes
<i>Acer saccharum</i>	Sugar Maple	
<i>Aesculus glabra</i>	Ohio Buckeye	
<i>Aesculus pavia</i>	Red Buckeye	Yes
<i>Amelanchier arborea</i>	Serviceberry	
<i>Aronia arbutifolia</i>	Red Chokeberry	
<i>Asimina triloba</i>	Pawpaw	
<i>Betula nigra</i>	River Birch	Yes
<i>Carpinus caroliniana</i>	Hornbeam or Musclewood	
<i>Carya cordiformis</i>	Bitternut Hickory	
<i>Carya illinoensis</i>	Pecan	Yes
<i>Carya ovata</i>	Shagbark Hickory	
<i>Catalpa speciosa</i>	Northern Catalpa	
<i>Celtis laevigata</i>	Sugarberry	Yes
<i>Celtis occidentalis</i>	Hackberry	
<i>Cercis canadensis</i>	Redbud	Yes
<i>Chionanthus virginicus</i>	Fringe Tree	Yes
<i>Cladrastis kentuckea</i>	Yellowwood	
<i>Cornus alternifolia</i>	Alternate Leaved Dogwood	
<i>Cornus florida</i>	Flowering Dogwood	Yes
<i>Corylus americana</i>	Hazelnut	
<i>Cotinus obovatus</i>	American Smoketree	Yes
<i>Crataegus crus-galli</i>	Cockspur Hawthorn	
<i>Crataegus crus-galli</i> var. <i>inermis</i>	Thornless Cockspur Hawthorn	Yes
<i>Crataegus viridis</i>	Green Hawthorn	Yes
<i>Diospyros virginiana</i>	Persimmon	
<i>Fagus grandifolia</i>	American Beech	
<i>Gleditsia triacanthos</i>	Thornless Honeylocust	Yes
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	Yes
<i>Hamamelis vernalis</i>	Ozark Witch Hazel	
<i>Hamamelis virginiana</i>	Common Witch Hazel	
<i>Ilex decidua</i>	Deciduous Holly	Yes
<i>Ilex opaca</i>	American Holly	Yes
<i>Ilex vomitoria</i> *	Yaupon Holly	Yes
<i>Ilex X attenuata</i> 'E.Palatka' *	East Palatka Holly	
<i>Ilex X attenuata</i> 'Eagleston' *	Eagleston Holly	
<i>Ilex X attenuata</i> 'Fosteri' *	Foster Holly	

<i>Juglans nigra</i>	Black Walnut	Yes
<i>Liquidambar s. 'Rotundifolia'</i>	Sweetgum (fruitless)	Yes
<i>Liquidambar styraciflua</i>	Sweetgum	Yes
<i>Liriodendron tulipifera</i> *	Tulip Tree	
<i>Maclura pomifera</i>	Osage Orange	Yes
<i>Magnolia grandiflora 'Bracken's Brown Beauty'</i> *	Bracken's Brown Magnolia	Yes
<i>Magnolia grandiflora</i> *	Southern Magnolia*	Yes
<i>Magnolia virginiana</i> *	Sweet Bay Magnolia	
<i>Nyssa sylvatica</i>	Black Tupelo	
<i>Ostrya virginiana</i>	Hophornbeam	
<i>Pinus echinata</i>	Shortleaf Pine	
<i>Pinus strobus</i> *	Eastern White Pine*	
<i>Platanus occidentalis</i>	Sycamore	Yes
<i>Quercus alba</i>	White Oak	Yes
<i>Quercus bicolor</i> *	Swamp White Oak	
<i>Quercus falcata</i>	Southern Red Oak	Yes
<i>Quercus imbricaria</i>	Shingle Oak	
<i>Quercus macrocarpa</i>	Bur Oak	Yes
<i>Quercus muehlenbergii</i>	Chinquapin Oak	Yes
<i>Quercus nigra</i>	Water Oak	
<i>Quercus phellos</i>	Willow Oak	
<i>Quercus rubra</i>	Northern Red Oak	
<i>Quercus shumardii</i>	Shumard Oak	Yes
<i>Quercus velutina</i>	Black Oak	
<i>Rhamnus caroliniana</i>	Carolina Buckthorn	Yes
<i>Sapindus saponaria var. dummondii</i>	Soapberry	Yes
<i>Sassafras albidum</i>	Sassafras	
<i>Taxodium distichum</i> *	Bald Cypress*	Yes
<i>Thuja occidentalis</i> *	Eastern Arborvitae	
<i>Tilia americana</i>	American Linden	Yes
<i>Ulmus americana 'Valley Forge'</i>	Valley Forge Elm	Yes
<i>Ulmus americana 'Lewis & Clark'</i>	Lewis & Clark Elm	Yes
<i>Ulmus americana 'New Harmony'</i>	New Harmony Elm	Yes
<i>Ulmus americana 'Princeton'</i>	Princeton Elm	Yes
<i>Ulmus americana 'Jefferson'</i>	Jefferson Elm	Yes
<i>Viburnum prunifolium</i>	Blackhaw Viburnum	
<i>Viburnum rufidulum</i>	Rusty Blackhaw	Yes

* See original tree list for notes on the respective species

Summary of Matching Tree Species

Table 2. Summary of matching tree species from Fayetteville, AR and Dallas, TX's recommended or approved tree lists

SUMMARY OF TREE SPECIES MATCHES		
Fayetteville Tree List (ordered by Scientific Name)	Common Name	Dallas, TX Tree List?
<i>Acer rubrum</i>	Red Maple	Yes
<i>Aesculus pavia</i>	Red Buckeye	Yes
<i>Betula nigra</i>	River Birch	Yes
<i>Carya illinoensis</i>	Pecan	Yes
<i>Celtis laevigata</i>	Sugarberry	Yes
<i>Cercis canadensis</i>	Redbud	Yes
<i>Chionanthus virginicus</i>	Fringe Tree	Yes
<i>Cornus florida</i>	Flowering Dogwood	Yes
<i>Cotinus obovatus</i>	American Smoketree	Yes
<i>Crataegus crus-galli</i> var. <i>inermis</i>	Thornless Cockspur Hawthorn	Yes
<i>Crataegus viridis</i>	Green Hawthorn	Yes
<i>Gleditsia triacanthos</i>	Thornless Honeylocust	Yes
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	Yes
<i>Ilex decidua</i>	Deciduous Holly	Yes
<i>Ilex opaca</i>	American Holly	Yes
<i>Ilex vomitoria</i> *	Yaupon Holly	Yes
<i>Juglans nigra</i>	Black Walnut	Yes
<i>Liquidambar</i> s. 'Rotundifolia'	Sweetgum (fruitless)	Yes
<i>Liquidambar styraciflua</i>	Sweetgum	Yes
<i>Maclura pomifera</i>	Osage Orange	Yes
<i>Magnolia grandiflora</i> 'Bracken's Brown Beauty'*	Bracken's Brown Magnolia	Yes
<i>Magnolia grandiflora</i> *	Southern Magnolia*	Yes
<i>Platanus occidentalis</i>	Sycamore	Yes
<i>Quercus alba</i>	White Oak	Yes
<i>Quercus falcata</i>	Southern Red Oak	Yes
<i>Quercus macrocarpa</i>	Bur Oak	Yes
<i>Quercus muehlenbergii</i>	Chinquapin Oak	Yes
<i>Quercus shumardii</i>	Shumard Oak	Yes
<i>Rhamnus caroliniana</i>	Carolina Buckthorn	Yes
<i>Sapindus saponaria</i> var. <i>dummondii</i>	Soapberry	Yes
<i>Taxodium distichum</i> *	Bald Cypress*	Yes
<i>Tilia americana</i>	American Linden	Yes
<i>Ulmus americana</i> 'Valley Forge'	Valley Forge Elm	Yes
<i>Ulmus americana</i> 'Lewis & Clark'	Lewis & Clark Elm	Yes
<i>Ulmus americana</i> 'New Harmony'	New Harmony Elm	Yes
<i>Ulmus americana</i> 'Princeton'	Princeton Elm	Yes
<i>Ulmus americana</i> 'Jefferson'	Jefferson Elm	Yes
<i>Viburnum rufidulum</i>	Rusty Blackhaw	Yes

* See original tree list for notes on the respective species

USDA Forest Service Climate Change Atlas Considerations

Table 3. Summary of Fayetteville's trees on the Dallas, TX (SCCA) tree list and the predicted habitat change according to the USDA Forest Service Climate Change Atlas

SISTER CLIMATE CITY AND US FOREST SERVICE CLIMATE CHANGE ATLAS CONSIDERATIONS			
Fayetteville Tree List (ordered by Scientific Name)	Common Name	Dallas, TX Tree List?	Predicted Habitat Change**
<i>Acer rubrum</i>	Red Maple	Yes	Increase
<i>Acer saccharum</i>	Sugar Maple		Decrease
<i>Aesculus glabra</i>	Ohio Buckeye		Decrease
<i>Aesculus pavia</i>	Red Buckeye	Yes	
<i>Amelanchier arborea</i>	Serviceberry		Decrease
<i>Aronia arbutifolia</i>	Red Chokeberry		
<i>Asimina triloba</i>	Pawpaw		
<i>Betula nigra</i>	River Birch	Yes	Increase
<i>Carpinus caroliniana</i>	Hornbeam or Musclewood		Increase
<i>Carya cordiformis</i>	Bitternut Hickory		No change
<i>Carya illinoensis</i>	Pecan	Yes	Increase
<i>Carya ovata</i>	Shagbark Hickory		Decrease
<i>Catalpa speciosa</i>	Northern Catalpa		
<i>Celtis laevigata</i>	Sugarberry	Yes	
<i>Celtis occidentalis</i>	Hackberry		No change
<i>Cercis canadensis</i>	Redbud	Yes	Increase
<i>Chionanthus virginicus</i>	Fringe Tree	Yes	
<i>Cladrastis kentuckea</i>	Yellowwood		
<i>Cornus alternifolia</i>	Alternate Leaved Dogwood		
<i>Cornus florida</i>	Flowering Dogwood	Yes	Increase
<i>Corylus americana</i>	Hazelnut		
<i>Cotinus obovatus</i>	American Smoketree	Yes	
<i>Crataegus crus-galli</i>	Cockspur Hawthorn		
<i>Crataegus crus-galli</i> var. <i>inermis</i>	Thornless Cockspur Hawthorn	Yes	
<i>Crataegus viridis</i>	Green Hawthorn	Yes	
<i>Diospyros virginiana</i>	Persimmon		Increase
<i>Fagus grandifolia</i>	American Beech		No change
<i>Gleditsia triacanthos</i>	Thornless Honeylocust	Yes	Increase
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	Yes	
<i>Hamamelis vernalis</i>	Ozark Witch Hazel		
<i>Hamamelis virginiana</i>	Common Witch Hazel		
<i>Ilex decidua</i>	Deciduous Holly	Yes	
<i>Ilex opaca</i>	American Holly	Yes	Increase
<i>Ilex vomitoria</i> *	Yaupon Holly	Yes	
<i>Ilex X attenuata</i> 'E.Palatka' *	East Palatka Holly		
<i>Ilex X attenuata</i> 'Eagleston' *	Eagleston Holly		
<i>Ilex X attenuata</i> 'Fosteri' *	Foster Holly		
<i>Juglans nigra</i>	Black Walnut	Yes	No change
<i>Liquidambar</i> s. 'Rotundifolia'	Sweetgum (fruitless)	Yes	Increase
<i>Liquidambar styraciflua</i>	Sweetgum	Yes	Increase
<i>Liriodendron tulipifera</i> *	Tulip Tree		Increase

<i>Maclura pomifera</i>	Osage Orange	Yes	Increase
<i>Magnolia grandiflora</i> 'Bracken's Brown Beauty'*	Bracken's Brown Magnolia	Yes	Increase
<i>Magnolia grandiflora</i> *	Southern Magnolia*	Yes	Increase
<i>Magnolia virginiana</i> *	Sweet Bay Magnolia		
<i>Nyssa sylvatica</i>	Black Tupelo		Increase
<i>Ostrya virginiana</i>	Hophornbeam		Increase
<i>Pinus echinata</i>	Shortleaf Pine		Increase
<i>Pinus strobus</i> *	Eastern White Pine*		
<i>Platanus occidentalis</i>	Sycamore	Yes	Increase
<i>Quercus alba</i>	White Oak	Yes	No change
<i>Quercus bicolor</i> *	Swamp White Oak		
<i>Quercus falcata</i>	Southern Red Oak	Yes	Increase
<i>Quercus imbricaria</i>	Shingle Oak		
<i>Quercus macrocarpa</i>	Bur Oak	Yes	Decrease
<i>Quercus muehlenbergii</i>	Chinquapin Oak	Yes	No change
<i>Quercus nigra</i>	Water Oak		Increase
<i>Quercus phellos</i>	Willow Oak		Increase
<i>Quercus rubra</i>	Northern Red Oak		Decrease
<i>Quercus shumardii</i>	Shumard Oak	Yes	No change
<i>Quercus velutina</i>	Black Oak		Decrease
<i>Rhamnus caroliniana</i>	Carolina Buckthorn	Yes	
<i>Sapindus saponaria</i> var. <i>dummondii</i>	Soapberry	Yes	
<i>Sassafras albidum</i>	Sassafras		Increase
<i>Taxodium distichum</i> *	Bald Cypress*	Yes	No change
<i>Thuja occidentalis</i> *	Eastern Arborvitae		
<i>Tilia americana</i>	American Linden	Yes	Decrease
<i>Ulmus americana</i> 'Valley Forge'	Valley Forge Elm	Yes	Increase
<i>Ulmus americana</i> 'Lewis & Clark'	Lewis & Clark Elm	Yes	Increase
<i>Ulmus americana</i> 'New Harmony'	New Harmony Elm	Yes	Increase
<i>Ulmus americana</i> 'Princeton'	Princeton Elm	Yes	Increase
<i>Ulmus americana</i> 'Jefferson'	Jefferson Elm	Yes	Increase
<i>Viburnum prunifolium</i>	Blackhaw Viburnum		
<i>Viburnum rufidulum</i>	Rusty Blackhaw	Yes	

* See original tree list for notes on the respective species

** USDA Forest Service Climate Change Atlas for tree species habitat in Arkansas predicted to decrease (low emission scenario).

Important Note: The USDA Forest Service Tree Atlas models predict habitat change for 134 native tree species in the eastern United States. The research is then modeled for tree species in the southeast U.S. including Arkansas. Some native species are not currently modeled in the Tree Atlas and no cultivars or exotics are included. With limited data currently available on the resilience and vulnerability of native Arkansas tree species, this table provides a glimpse of how the species' composition of Fayetteville's urban forest may change. Web source: www.fs.usda.gov/nrs/atlas/tree/

Summary of Trees in the SCCA List and Favorable with Climate Change

Table 4. Summary of Fayetteville's trees that are on the Dallas, TX (SCCA) tree list and whose habitat is predicted to increase or not change according to the USDA Forest Service Climate Change Atlas

Fayetteville Tree List (ordered by Scientific Name)	Common Name	Dallas, TX Tree List?	Predicted Habitat Change**
<i>Acer rubrum</i>	Red Maple	Yes	Increase
<i>Betula nigra</i>	River Birch	Yes	Increase
<i>Carya illinoensis</i>	Pecan	Yes	Increase
<i>Cercis canadensis</i>	Redbud	Yes	Increase
<i>Cornus florida</i>	Flowering Dogwood	Yes	Increase
<i>Gleditsia triacanthos</i>	Thornless Honeylocust	Yes	Increase
<i>Ilex opaca</i>	American Holly	Yes	Increase
<i>Juglans nigra</i>	Black Walnut	Yes	No change
<i>Liquidambar</i> s. 'Rotundifolia'	Sweetgum (fruitless)	Yes	Increase
<i>Liquidambar styraciflua</i>	Sweetgum	Yes	Increase
<i>Maclura pomifera</i>	Osage Orange	Yes	Increase
<i>Magnolia grandiflora</i> 'Bracken's Brown Beauty'*	Bracken's Brown Magnolia	Yes	Increase
<i>Magnolia grandiflora</i> *	Southern Magnolia*	Yes	Increase
<i>Platanus occidentalis</i>	Sycamore	Yes	Increase
<i>Quercus alba</i>	White Oak	Yes	No change
<i>Quercus falcata</i>	Southern Red Oak	Yes	Increase
<i>Quercus muehlenbergii</i>	Chinquapin Oak	Yes	No change
<i>Quercus shumardii</i>	Shumard Oak	Yes	No change
<i>Taxodium distichum</i> *	Bald Cypress*	Yes	No change
<i>Ulmus americana</i> 'Valley Forge'	Valley Forge Elm	Yes	Increase
<i>Ulmus americana</i> 'Lewis & Clark'	Lewis & Clark Elm	Yes	Increase
<i>Ulmus americana</i> 'New Harmony'	New Harmony Elm	Yes	Increase
<i>Ulmus americana</i> 'Princeton'	Princeton Elm	Yes	Increase
<i>Ulmus americana</i> 'Jefferson'	Jefferson Elm	Yes	Increase

* See original tree list for notes on the respective species

** USDA Forest Service Climate Change Atlas for tree species habitat in Arkansas predicted to decrease (low emission scenario).

Important Note: The USDA Forest Service Tree Atlas models predict habitat change for 134 native tree species in the eastern United States. The research is then modeled for tree species in the southeast U.S. including Arkansas. Some native species are not currently modeled in the Tree Atlas and no cultivars or exotics are included. With limited data currently available on the resilience and vulnerability of native Arkansas tree species, this table provides a glimpse of how the species' composition of Fayetteville's urban forest may change. Web source: www.fs.usda.gov/nrs/atlas/tree/

SUMMARY

Fayetteville's tree planting recommendations are in line with industry standards and best practices since the City utilizes the Arkansas Native Plant Society list and therefore, generally plants and recommends planting trees native to the region.

The effects of climate change are already taking hold in the City and Fayetteville recognizes the challenges that lie ahead. Some of the experienced and anticipated effects include prolonged periods of high temperatures and drought, extreme weather events, changes in the duration of seasons, favorable conditions for harmful tree pests and diseases, among other impacts. To grow a sustainable and resilient urban forest, the City should continue to examine the performance of trees planted and the species of trees that are recommended for planting.

To develop plans and strategies relating to tree planting for climate change, a Sister Climate City Analysis (SCCA) was conducted. This SCCA examined the predicted climate of Fayetteville 60 years from now and identified a city with a current climate that matches the projected climate of Fayetteville. The City of Longview, Texas was identified but no city-approved or recommended tree list was found. Therefore, a neighboring city, the City of Dallas, Texas was utilized given the location and the urban forestry consultant's experience working with Dallas. From the SCCA, it was found that 51% of Fayetteville's trees on the Arkansas Native Plant Society tree list are also in the City of Dallas's approved tree list. This means that those trees in Fayetteville's list may favor well with changing climate since the Sister Climate City of Dallas currently approves and is planting those tree species.

In addition to the Sister Climate City Analysis, the U.S. Forest Service's Climate Change Atlas was utilized to examine the predicted habitat change due to climate change. From this study, it was found that 44 trees in Fayetteville's list are in the Climate Change Atlas study. Of the 44 trees, there are 28 species where it is predicted that the habitat will increase due to climate change. A total of 8 species have habitats that may decrease and 8 species have habitats that may not change with climate change. A full report is provided in the 2023 Urban Forestry Management Plan.

When combining the SCCA results and the Climate Change Atlas, a total of 24 of the 74 (32%) tree species in Fayetteville's list are on the Dallas, TX approved tree list and are predicted to have habitats either increase or not change.

This analysis shows the City of Fayetteville is on track for planting a resilient urban forest but the City should be mindful of the diversity of species, the associated benefits of the trees planted, the maintenance needs, and other considerations beyond what is covered in this summary report. The results of this analysis are not meant to serve as a definitive guide for tree species selection. Instead, it provides an analysis of what is currently being planted compared to the effects of climate change and offers general guidance on the species of trees that should continue to be planted while considering other goals and standards such as species diversity.

APPENDIX A. CLIMATE ADAPTATION REPORT

Climate Change Impacts for Southeast

Source: Adaptation Workbook, Developed in partnership with the U.S. Department of Agriculture (USDA), the USDA Forest Service, the Northern Institute of Applied Climate Science, and American Forests.

Climate Change Impacts for Southeast research report by: Carter, L., A. Terando, K. Dow, K. Hiers, K.E. Kunkel, A. Lascrain, D. Marcy, M. Osland, and P. Schramm, 2018: Southeast. In Impacts, Risks, and Adaptation in the United States: Fourth National Climate Assessment, Volume II [Reidmiller, D.R., C.W. Avery, D.R. Easterling, K.E. Kunkel, K.L.M. Lewis, T.K. Maycock, and B.C. Stewart (eds.)]. U.S. Global Change Research Program, Washington, DC, USA, pp. 743–808. doi: 10.7930/NCA4.2018.CH19

This region was defined in the National Climate Assessment (2014) and includes the states of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Virginia.

National Climate Assessment (2018) - Southeast

Temperatures in the Southeast are projected to increase by 4.4 to 7.7 degrees Fahrenheit by late-century (2071-2100).

All climate models agree that temperatures are projected to increase over the 21st century across the Southeast. The spatial variations are projected to be relatively small across the region, with the largest temperature changes occurring in the northwest part of the region (Arkansas, Kentucky, Mississippi, and Tennessee), the smallest variations occurring in southern Florida. Temperature increases will be the greatest in summer. The greatest warming during summer is expected in the northwest portion of the region. Compared to all other seasons, winter temperature increases are projected to be more mild.

R.S. Vose, D.R. Easterling, and others. 2017. [Climate Science Special Report: Temperature Changes in the United States](#). U.S. Global Change Research Program.

The Southeast is expected to experience between 5 and 30 more days per year with a maximum temperature exceeding 95 degrees Fahrenheit by the middle of the century.

The smallest increase of 4 days per year is expected in areas with a currently low number of 95-degree days, including the highest elevation areas along the spine of the Appalachians where historically days above 95-degrees occur fewer than 10 days out of the year. The largest increase in the number of 95-degree days per year (35 days) is expected in south-central Florida, where these kinds of hot days are already common. The western portion of the region is expected to experience the largest number of consecutive 95-degree days, with as many as 16-20 additional days by mid-century.

L. Carter, A. Terando, and others. 2018. [Fourth National Climate Assessment: Southeast](#). U.S. Global Change Research Program.

K. Kunkel, L. Stevens, and others. 2013. [Regional Climate Trends and Scenarios for the U.S. National Climate Assessment - Southeast](#). NOAA.

The Southeast is expected to experience between 0 and 14 fewer days per year with a minimum temperature below 10 degrees Fahrenheit by the middle of the century.

The largest decreases are expected in Kentucky, Virginia, Tennessee, North Carolina and the northern part of Arkansas. The smallest decreases in cold days are expected along the coastal and southern areas, where these kinds of cold days rarely occur. Similarly, the Southeast region is expected to have more than 20 fewer days with a minimum temperature below 32 degrees by the middle of the century.

K. Kunkel, L. Stevens, and others. 2013. [Regional Climate Trends and Scenarios for the U.S. National Climate Assessment - Southeast](#). NOAA.

Average annual precipitation is projected to increase slightly in the northeast portion of the Southeast, but may decrease in the southwest half of the region.

There is uncertainty between different climate scenarios for future precipitation projections in the Southeast. Generally, there is a southwest-to-northeast gradient in annual precipitation projections. The greatest increases are projected in North Carolina and Virginia (3-9% increase by the end of the century), and the greatest decreases are projected in Louisiana and Arkansas (3-12% decrease by the end of the century). Overall changes in precipitation for the Southeast are projected to be slight and comparable to current year-to-year variations. Daily precipitation totals in the Southeast have increased substantially in the fall season, and this trend is expected to continue.

D.R. Easterling, K.E. Kunkel, and others. 2017. [Climate Science Special Report: Precipitation Change in the United States](#). U.S. Global Change Research Program.

K. Kunkel, L. Stevens, and others. 2013. [Regional Climate Trends and Scenarios for the U.S. National Climate Assessment - Southeast](#). NOAA.

The number of days per year with more than 1 inch of precipitation will increase across the Southeast by the middle of the century, and double the number of heavy rainfall events are projected by late century.

Extreme rainfall events have increased in frequency and intensity in the Southeast, and will continue to increase in the future. Most of the region is projected to experience 6% to 25% more days each year with more than an inch of precipitation by the middle of the century. The largest increases (up to 25% increases) in extreme precipitation are expected across the Appalachian Mountains. The smallest increases (less than 10%) are expected across Arkansas, Louisiana and Mississippi. Days with more than 2 inches, 3 inches, and 4 inches of precipitation are also expected to occur more frequently by the middle of the century. Under a high emissions scenario, projections indicate approximately double the number of heavy rainfall events (2-day precipitation events with a 5-year return period) and a 21% increase in the amount of rain falling on the heaviest precipitation days (days with a 20-year return period) by late century. Heavy precipitation associated with hurricanes and tropical storms could result in more flooding and damage to coastal forests, and contribute to an increase in inland flooding as well.

L. Carter, A. Terando, and others. 2018. [Fourth National Climate Assessment: Southeast](#). U.S. Global Change Research Program.

K. Kunkel, L. Stevens, and others. 2013. [Regional Climate Trends and Scenarios for the U.S. National Climate Assessment - Southeast](#). NOAA.

A majority of climate models suggest that precipitation in the Southeast will increase in the winter, spring, and fall by the end of the century, but summer is generally expected to become drier.

Simulated changes in summer precipitation by the end of the century range from a 0-10% decrease, with the largest decreases occurring in southern Florida and Arkansas and Tennessee. The means of several climate models indicate that winter and spring precipitation may increase around 15% by the end of the century, particularly in the northern part of the region. Daily precipitation totals in the Southeast have increased substantially in the fall season; this trend is expected to continue, with the greatest expected increases along the Gulf Coast. Overall, only minimal change or slight increases in precipitation are projected along much of the Atlantic and Gulf Coasts. These projections are averaged outputs from a climate scenario with higher emissions (A2), and under mild climate scenarios changes are generally expected to be smaller.

L. Carter, A. Terando, and others. 2018. [Fourth National Climate Assessment: Southeast](#). U.S. Global Change Research Program.

K. Kunkel, L. Stevens, and others. 2013. [Regional Climate Trends and Scenarios for the U.S. National Climate Assessment - Southeast](#). NOAA.

The annual freeze-free season is expected to increase by 20 to 30 days in the Southeast by 2055. The freeze-free season lengthens by more than a month by the late 21st century in climate simulations based on a high emissions scenario.

The freeze-free season is defined as the period of time between the last spring frost (daily minimum temperature below 32 degrees F) and the first fall frost. The length of the annual freeze-free season has been increasing since the 1980s, and all climate models agree that it will continue to increase in the future across the Southeast. The largest increases of 25-30 days are mainly expected in Louisiana, Tennessee, Kentucky, Virginia, and North Carolina. The smallest changes are expected in southern Florida, which is not surprising because freezing events are already rare in this part of the Southeast.

L. Carter, A. Terando, and others. 2018. [Fourth National Climate Assessment: Southeast](#). U.S. Global Change Research Program.

K. Kunkel, L. Stevens, and others. 2013. [Regional Climate Trends and Scenarios for the U.S. National Climate Assessment - Southeast](#). NOAA.

Red spruce, balsam fir, and eastern hemlock are projected to decline substantially across the Southeast by the end of the century, and conditions for pines may also deteriorate.

Red spruce and eastern hemlock are already declining in some areas, and these species are projected to be extirpated from the southeast by 2100 as a result of the combined stresses of warming, air pollution, and insects. If temperature continues to increase and precipitation becomes more variable, conditions for pine growth may begin to deteriorate. Even if regional forest productivity remains high for pine species, the center of forest productivity could shift northward into North Carolina and Virginia, causing significant economic and social impacts.

J. Vose, D. Peterson, and others. 2012. [Effects of Climate Variability and Change on Forest Ecosystems: A Comprehensive Science Synthesis for the U.S. Forest Sector.](#) USDA Forest Service Pacific Northwest Research Station.

Climate change will amplify many existing stressors to forest ecosystems in the Southeast, such as invasive species and insect pests.

Forest ecosystems throughout the Southeast Region are exposed to a range of natural, introduced, and anthropogenic stressors. Stressors such as invasive plants, forest pests, and diseases are expected to become more damaging under climate change, and these factors may interact in unpredictable ways. The southern pine beetle is already the most destructive pest in the region's forests, and longer growing seasons could allow populations of the pest to expand more rapidly. Cogongrass and kudzu are expected to expand into new territory under climate change, and both of these species have cascading effects on disturbance regimes and diversity.

J. Vose, D. Peterson, and others. 2012. [Effects of Climate Variability and Change on Forest Ecosystems: A Comprehensive Science Synthesis for the U.S. Forest Sector.](#) USDA Forest Service Pacific Northwest Research Station.

Wildfire risk is projected to increase across the Southeast by the end of the century.

Rising temperatures and increases in the duration and intensity of drought are expected to increase wildfire occurrence and also reduce the effectiveness of prescribed fire in the Southeast. While this region experiences the highest number of wildfires in the country, prescribed fire is currently more common than wildfire in Southeastern forests. However, as fire seasons lengthen in the future, the window for prescribed burning may decrease because of increased fuel flammability. Decades of wildfire suppression has increased the potential for crown fires, and model projections indicate that wildfires are likely to occur more frequently in the Southeast in the future. Annual fire probability, calculated solely with climate data and physical principles, is projected to increase by 20% to 80% across the Southeast by the end of the century, with the greatest increases in the southern Appalachians. The incidence of atmospheric conditions that contribute to large and erratic fire behavior, measured by the Haines Index, is also projected to occur more 8 to 11% more frequently by the end of the century. The limitation for these sorts of projections is that they do not account for changes in land use, fire suppression rates, or vegetation changes.

L. Carter, A. Terando, and others. 2018. [Fourth National Climate Assessment: Southeast](#). U.S. Global Change Research Program.

J. Vose, D. Peterson, and others. 2012. [Effects of Climate Variability and Change on Forest Ecosystems: A Comprehensive Science Synthesis for the U.S. Forest Sector](#). USDA Forest Service Pacific Northwest Research Station.

Y. Tang, S. Zhong, and others. 2015. [The Potential Impact of Regional Climate Change on Fire Weather in the United States](#). Annals of the Association of American Geographers.

R. Guyette, F. Thompson, and others. 2014. [Future Fire Probability Modeling with Climate Change Data and Physical Chemistry](#). Forest Science.

Damage from hurricanes and sea-level rise is expected to increase in the Southeast by the end of the century.

Global sea level rise is projected to rise between 1 and 4 feet by the end of the century. Sea level rise and related increases in storm surges pulsing farther inland will continue to exacerbate ongoing land loss in low-lying coastal areas and may result in excessive saltwater inundation of coastal forests. The number of Category 4 and 5 hurricanes has increased since the 1980s, and this trend can be attributed both to natural variability and climate change. High-intensity hurricanes such as the 2017 Hurricane Irma are expected to become more common in the future. Rapid intensification of storms is also more likely as the climate warms, even though there is also some historical evidence that the same conditions that lead to this intensification also act to weaken hurricane intensity near the U.S. coast, but it is unclear whether this relationship will continue as the climate warms further. Damage from these kinds of storms can be intense and extend for hundreds of miles inland, including windthrow and blowdown, inundation, damage to infrastructure on land, and significant ecological impacts to terrestrial and freshwater ecosystems due to saltwater intrusion and altered hydrology.

L. Carter, A. Terando, and others. 2018. [Fourth National Climate Assessment: Southeast](#). U.S. Global Change Research Program.

L. Carter, J. Jones, and others. 2014. [National Climate Assessment – Southeast](#). U.S. Global Change Research Program.

Low-diversity systems are at greater risk from climate change.

Studies have consistently shown that diverse systems have exhibited greater resilience to extreme environmental conditions and greater potential to recover from disturbance than less diverse communities. This relationship makes less diverse communities inherently more susceptible to future changes and stressors. The diversity of potential responses of a system to environmental change (response diversity), is a critical component of ecosystem resilience. Response diversity is generally reduced in less diverse ecological systems. Genetic diversity within species is also critical for the ability of populations to adapt to climate change, because species with high genetic variation have better odds of producing individuals that can withstand extreme events and adapt to changes over time.

E.V. Moran, F. Hartig, and others. 2015. [Intraspecific trait variation across scales: Implications for understanding global change responses](#). Global Change Biology.

A.S. Jump, R. Merchant, and others. 2009. [Environmental change and the option value of genetic diversity](#).

T. Elmqvist, C. Folke, and others. 2003. [Response diversity, ecosystem change, and resilience](#). Frontiers in Ecology and the Environment.

A. Hoffman and C. Sgrò. 2011. [Climate change and evolutionary adaptation](#). Nature.

Systems that are more tolerant of disturbance have less risk of declining on the landscape

Disturbances such as wildfire, flooding, and pest outbreaks are expected to increase in the future. Forests that are adapted to gap-phase disturbances, with stand-replacing events occurring over hundreds or thousands of years, may be less tolerant of more frequent widespread disturbances. Mesic hardwood forests can create conditions that could buffer

against fire and drought to some extent, but these systems are not expected to do well if soil moisture declines significantly. Forest systems that are more tolerant of drought, flooding, or fire are expected to be better able to withstand climate-driven disturbances. This principle holds true only to a given point, because it is also possible for disturbance-adapted systems to experience too much disruption. For example, dry pine forests and woodlands might benefit from drier conditions with more frequent fire, but these systems might also convert to savannas or open grasslands if fire becomes too frequent or drought becomes too severe.

G. Nowacki and M. Abrams. 2008. [The Demise of Fire and “Mesophication” of Forests in the Eastern United States](#). BioScience.

E. Gustafson and B. Sturtevant. 2013. [Modeling Forest Mortality Caused by Drought Stress: Implications for Climate Change](#). Ecosystems.

Species in fragmented landscapes will have less opportunity to migrate in response to climate change.

Habitat fragmentation can hinder the ability of tree species to migrate to more suitable habitat on the landscape, especially if the surrounding area is nonforested. Modeling results indicate that mean centers of suitable habitat for tree species will migrate between 60 and 350 miles by the year 2100 under a high emissions scenario and between 30 and 250 miles under milder climate change scenarios. Based on data gathered for seedling distributions, it has been estimated that many northern tree species could possibly migrate northward at a rate of 60 miles per century. Fragmentation makes this disparity even more challenging, because the landscape is essentially less permeable to migration.

L. Iverson, M. Schwartz, and others. 2004. [How fast and far might tree species migrate in the eastern United States due to climate change?](#) Global Ecology and Biogeography.

C. Woodall, C. Oswalt, and others. 2009. [An indicator of tree migration in forests of the eastern United States](#). Forest Ecology and Management.

Systems that are limited to particular environments will have less opportunity to migrate in response to climate change.

Some species and forest types are confined to particular habitats on the landscape, whether through requirements for hydrologic regimes, soil types, or other reasons. Similar to species occurring in fragmented landscapes, isolated species and systems face additional barriers to migration. Widespread species may also have particular habitat requirements. For example, sugar maple is often limited to soils that are rich in nutrients like calcium, so this species may actually have less available suitable habitat than might be projected solely from temperature and precipitation patterns. Riparian forests are not expected to be able to migrate to upland areas because many species depend on seasonal flood dynamics for regeneration and a competitive advantage. Similarly, lowland conifer swamps contain a unique mix of species that are adapted to low pH values, peat soils, and particular water table regimes. These species face additional challenges in migration compared to more-widespread species with broad ecological tolerances.

A. Jump and J. Peñuelas. 2005. [Running to stand still: adaptation and the response of plants to rapid climate change](#). Ecology Letters.

The urban heat island effect can exacerbate the effects of increasing temperatures.

Urban areas with one million or more people can be 2 to 13° F warmer than their surrounding rural areas due to the “urban heat island effect” from heat-absorbing infrastructure such as pavement and buildings as well as waste heat generated from manufacturing and automobiles. The urban heat island is often more pronounced in historically redlined areas with lower tree cover.

H. Akbari. 2005. [Energy saving potentials and air quality benefits of urban heat island mitigation](#). Lawrence Berkeley National Laboratory.

Maxwell, K. , Julius, S. , and others. 2018.

[The surface urban heat island response to urban expansion: A panel analysis for the conterminous United States](#)

[Recent progress on urban overheating and heat island research. Integrated assessment of the energy, environmental, vulnerability and health impact. Synergies with the global climate change](#)

[The Effects of Historical Housing Policies on Resident Exposure to Intra-Urban Heat: A Study of 108 US Urban Areas](#)

Impervious cover can exacerbate the effects of increased heavy precipitation events in urban areas.

Increases in impervious cover can dramatically increase the size and frequency of localized flooding. Typically, urban floods are short-lived, but extended flooding can stress trees, leading to leaf yellowing, defoliation, and crown dieback. If damage is severe, mortality can occur. In addition, flooding can lead to secondary attacks by insect pests and diseases. Some species are more tolerant of flooding than others. Flood-intolerant species include upland species such as bitternut and shagbark hickory, Kentucky coffeetree, and white oak. Species that are generally tolerant of flooding include species that are generally native to wetlands and riparian areas such as baldcypress, sycamore, and red maple. Trees in coastal areas may also be vulnerable to saltwater intrusion during flood events.

S. Bratkovich, L. Burban, and others. 1993. [Flooding and Its Effect on Trees](#). USDA Forest Service Northeastern Area.

G. Hollis. 1975. [The effect of urbanization on floods of different recurrence interval](#). Water Resources Research.

Maxwell, K. , Julius, S. , and others. 2018.

[Causal Effect of Impervious Cover on Annual Flood Magnitude for the United States](#)

[Assessing the tree health impacts of salt water flooding in coastal cities: A case study in New York City](#)



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
DATE:
SUBJECT: Outdoor Refreshment Area Amendments

RECOMMENDATION:

Staff recommend approval of two amendments to the Outdoor Refreshment Area (ORA) ordinance to include a suspension or revocation clause as well as an amendment to the Evelyn Hills Outdoor Refreshment Area to better support Mockingbird Kitchen's outdoor patio.

BACKGROUND:

Over the past four years, the Outdoor Refreshment Area has operated responsibly in full thanks to the stewardship of participating businesses, non-profits, and anchor institutions. Over the years, staff and City Council have made alterations and additions to the program to bring certain program elements to other areas of the City, such as Evelyn Hills Shopping Center and Centennial Park. Following the transition of ORA's management to the Downtown Fayetteville Coalition in 2023, staff have been able to focus their time refining the ordinance.

DISCUSSION:

Staff propose two amendments to Ordinance 6509:

- Alter the total number of drinks a customer is able to carry to an approved outdoor seating area in the Evelyn Hills Shopping Center ORA
- Include a suspension or revocation clause for all current and future ORAs in Fayetteville

The Evelyn Hills Outdoor Refreshment Area was created so that patrons of Mockingbird Kitchen could possess and consume alcoholic beverages on their outdoor patio. An ORA was needed to allow the alcoholic beverage to traverse less than 20 feet of privately owned sidewalk that stood between the restaurant's front entrance and its patio. After three years of operation, staff request an amendment to the ordinance to permit a customer (who has been verified to be of legal drinking age) to carry up to four alcoholic beverages from the restaurant to their table for other members of their party (who have been verified to be of legal drinking age) with an employee present. Currently, when a party of any size orders alcoholic beverages, each guest must walk to the restaurant to obtain their drink. As a reminder, the Evelyn Hills ORA does not allow patrons to walk around in public with their alcoholic beverage; it only allows for special events and outdoor seating. This amendment applies only to the Evelyn Hills ORA and does not apply to the Downtown ORA.

Staff also recommend an amendment to include a suspension or revocation clause that will be applied to all

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ORAs in Fayetteville. This clause is proposed not because an ORA has experienced non-compliance with the program's rules, but instead because ORA can be used to ensure participating businesses are being good neighbors and adhering to all other federal or state law or city ordinances. Other grounds for suspension or revocation include valid complaints that the business is operating in a dangerously unsanitary or unhealthy manner or if the business is delinquent in submitting Hotel, Motel, and Restaurant or city alcohol tax.

An appeal process to the City Council has also been included, where any person or entity may appeal a suspension or revocation within ten business days of its issuance. Lastly, the Mayor or Mayor's designee or, if appealed, the City Council, may place additional conditions on any business that has been subjected to suspension or revocation before the business is allowed to return as an ORA program participant.

Staff worked closely with the Fayetteville Police Department and City Attorney's Office on the development of this ordinance amendment.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Proposed Amendments to Section 111.07 (#3), Downtown Fayetteville Coalition Letter of Support (#4), Mockingbird Kitchen Letter of Support (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1671

Outdoor Refreshment Area Amendments

AN ORDINANCE TO AMEND §111.07 OUTDOOR REFRESHMENT AREA TO AMEND THE EVELYN HILLS OUTDOOR REFRESHMENT AREA PROVISIONS, AND TO CREATE PROVISIONS FOR SUSPENDING OR REVOKING A BUSINESS'S ABILITY TO PARTICIPATE IN AN OUTDOOR REFRESHMENT AREA

WHEREAS, pursuant to Ark. Code Ann. § 14-54-1412, the City has established both temporary and permanent entertainment districts, called Outdoor Refreshment Areas (ORAs) permitting alcohol possession in outdoor public spaces; and

WHEREAS, the Evelyn Hills ORA was created in part so that patrons of Mockingbird Kitchen could possess and consume alcoholic beverages on an outdoor patio and, after three years of operation, Mockingbird Kitchen has requested an amendment to the ordinance, which City staff supports, to permit a customer to carry up to four alcoholic beverages from the restaurant to their table for other members of their party (who have been verified to be of legal drinking age) with an employee present; and

WHEREAS, City staff also recommends adopting provisions for suspending or revoking a business's ability to participate in an ORA to ensure businesses are being good neighbors and adhering to all other federal or state law or city ordinances.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (E) of § **111.07 - Outdoor Refreshment Area** of the Fayetteville City Code and enacts a new subsection (E) as follows:

“(E) Conditions for Consumption of Alcoholic Beverages in the Evelyn Hills Outdoor Refreshment Area. Any owner within the Evelyn Hills Outdoor Refreshment Area may allow customers to exit the owner's premises during regular hours of operation with alcoholic beverages and consume said alcoholic beverages anywhere within the confines of the Outdoor Refreshment Area in which the alcoholic beverage was obtained, subject to the following regulations:

(1) It shall be unlawful for a customer to enter any business regulated by the Arkansas Alcoholic Beverage Control Division with any alcoholic beverage that was not acquired at that location. A customer may not enter any other establishment with an open or closed container of alcoholic beverage without the consent of the owner or manager of the establishment.

(2) A customer may purchase and exit the owner's premises and travel to an approved outdoor dining area with up to four alcoholic beverages as long as the beverages are for the customer and other individuals of legal drinking age in the same party and sitting at the same table as the customer. It shall be unlawful for a customer to distribute alcohol to any person under the age of 21.

(3) No person shall publicly consume within the Outdoor Refreshment Area any alcoholic beverage purchased outside of the Outdoor Refreshment Area.

(4) Beverages may be in containers made of glass, aluminum, plastic, or other materials; however, no container shall exceed sixteen (16) fluid ounces in size."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby enacts a new subsection (J) in § 111.07 – **Outdoor Refreshment Area** of the Fayetteville City Code as follows:

“(J) Suspending or Revoking a Business’s Ability to Participate in an Outdoor Refreshment Area

(1) Grounds for Suspension or Revocation

(a) Valid complaints that the business is operating in a dangerously unsanitary or unhealthy manner, or in such manner as to unreasonably and adversely affect the peace, health or safety of neighbors or other Fayetteville residents.

(b) The business is delinquent in submitting Hotel, Motel and Restaurant or city alcohol tax forms or in payment of the city's Hotel, Motel and Restaurant taxes or any other city or state taxes or required fees.

(c) The business is being operated in violation of any federal or state law or city ordinance or has had a necessary state or city license suspended or revoked.

(2) Suspension or Revocation. Upon finding sufficient grounds, the Mayor or the Mayor’s designee may do one of the following depending upon the seriousness of the grounds and any previous actions against the business under this subsection:

(a) Probation. A business may be placed on probation status for not more than ninety (90) days on condition that the grounds causing the problems will be remedied by the owner and not be allowed to reoccur. If the owner complies with the probation, the probation status may be lifted with no further action taken. If the Mayor or the Mayor’s designee determines that the owner has failed to correct the problems or new grounds for suspension or revocation have occurred, the business shall be subject to an extended probationary period, suspension, or revocation.

(b) Suspension. A business may be suspended from participating in the ORA program for a period of up to ninety (90) days.

(c) Revocation. A business’s ability to participate in the ORA program may be revoked. Upon revocation, a business shall not be eligible to participate in the ORA program for a period of at least one year, after which time it may submit a request to the City to return as a program participant.

(3) Notice. The Mayor or the Mayor’s designee shall mail a letter to the business mailing address shown in its business license application by first class mail notifying the business owner of the suspension or revocation. The Mayor or the Mayor’s designee shall also telephone the business owner using the business phone number provided in the business license application (as well as the emergency phone number if the owner cannot be reached on the business phone number) and provide the same information as is within the letter.

(4) Appeal to City Council. Any person or entity may appeal such suspension or revocation to the City Council by providing the City Clerk's Office with a written request for City Council review within ten (10) business days of the issuance of the suspension or revocation. The City Council may then determine, after a public hearing in which the business license owner may present evidence and explanations, whether the business's ability to participate in the ORA program should be suspended for not more than ninety (90) days, revoked because of the grounds presented, or that no suspension or revocation is warranted.

(5) Additional Conditions After Suspension or Revocation. The Mayor or Mayor's designee or, if appealed, the City Council, may place additional conditions on any business that has been subjected to suspension or revocation before the business is allowed to return as an ORA program participant."

Evelyn Hills

(E) Conditions for Consumption of Alcoholic Beverages in the Evelyn Hills Outdoor Refreshment Area. Any owner within the Evelyn Hills Outdoor Refreshment Area may allow ~~a customer~~s to exit the owner's premises during regular hours of operation with ~~no more than one (1) open container of~~ alcoholic beverages and consume said alcoholic beverages anywhere within the confines of the Outdoor Refreshment Area in which the alcoholic beverage was obtained, subject to the following regulations:

(1) It shall be unlawful for a customer to enter any business regulated by the Arkansas Alcoholic Beverage Control Division with any alcoholic beverage that was not acquired at that location. A customer may not enter any other establishment with an open or closed container of alcoholic beverage without the consent of the owner or manager of the establishment.

(2) A customer may purchase and exit the owner's premises and travel to an approved outdoor dining area with up to four alcoholic beverages as long as the beverages are for the customer and other individuals of legal drinking age in the same party and sitting at the same table as the customer. It shall be unlawful for a customer to distribute alcohol ~~for open consumption obtained from a business participating in the Outdoor Refreshment Area to any other individual. to any person under the age of 21.~~

(3) No person shall publicly consume within the Outdoor Refreshment Area any alcoholic beverage purchased outside of the Outdoor Refreshment Area.

(4) Beverages may be ~~taken from the premises~~ in containers made of glass, aluminum, plastic, or other materials; however, no container ~~in which an alcoholic beverage is dispensed and removed from the licensed premises~~ shall exceed sixteen (16) fluid ounces in size.

Suspension or Revocation

(J) Suspending or Revoking a Business's Ability to Participate in an Outdoor Refreshment Area

(1) Grounds for Suspension or Revocation

- (a) Valid complaints that the business is operating in a dangerously unsanitary or unhealthy manner, or in such manner as to unreasonable and adversely affect the peace, health or safety of neighbors or other Fayetteville residents.
- (b) The business is delinquent in submitting Hotel, Motel and Restaurant or city alcohol tax forms or in payment of the city's Hotel, Motel and Restaurant taxes or any other city or state taxes or required fees.
- (c) The business is being operated in violation of any federal or state law or city ordinance or has had a necessary state or city license suspended or revoked.

(2) Suspension or Revocation. Upon finding sufficient grounds, the Mayor or the Mayor's designee may do one of the following depending upon the seriousness of the grounds and any previous actions against the business under this subsection:

- (a) Probation. A business may be placed on probation status for not more than ninety (90) days on condition that the grounds causing the problems will be remedied by the owner and not be allowed to reoccur. If the owner complies with the probation, the probation status may be lifted with no further action taken. If the Mayor or the Mayor's designee determines that the owner has failed to correct the problems or new grounds for suspension or revocation have occurred, the business shall be subject to an extended probationary period, suspension, or revocation.
- (b) Suspension. A business may be suspended from participating in the ORA program for a period of up to ninety (90) days.
- (c) Revocation. A business's ability to participate in the ORA program may be revoked. Upon revocation, a business shall not be eligible to participate in the ORA program for a period of at least one year, after which time it may submit a request to the City to return as a program participant.

(3) Notice. The Mayor or the Mayor's designee shall mail a letter to the business mailing address shown in its business license application by first class mail notifying the business owner of the suspension or revocation. The Mayor or the Mayor's designee shall also telephone the business owner using the business phone number provided in the business license application (as well as the emergency phone number if the owner cannot be reached on the business phone number) and provide the same information as is within the letter.

(4) Appeal to City Council. Any person or entity may appeal such suspension or revocation to the City Council by providing the City Clerk's Office with a written request for City Council review within ten (10) business days of the issuance of the suspension or revocation. The City Council may then determine, after a public hearing in which the business license owner may present evidence and explanations, whether the business's ability to participate in the ORA program should be suspended for not more than ninety (90) days, revoked because of the grounds presented, or that no suspension or revocation is warranted.

(5) Additional Conditions After Suspension or Revocation. The Mayor or Mayor's designee or, if appealed, the City Council, may place additional conditions on any business that has been subjected to suspension or revocation before the business is allowed to return as an ORA program participant.



January 12, 2024

To the Fayetteville City Council,

The Downtown Fayetteville Coalition would like to share its **SUPPORT** of the ordinance update to include suspension or revocation rules for the City of Fayetteville's Outdoor Refreshment Area (ORA) program. These updates will help the City and FPD effectively monitor participating businesses and enforce when necessary to keep the integrity of the program intact.

DFC appreciates our continued collaboration with city leadership and being allowed to give input on these downtown conversations. Please join us by voting yes on the proposed ordinance update.

Thank you for your continued efforts in making a strong and successful downtown.

Kelly Rich, Executive Director
Downtown Fayetteville Coalition (DFC)

MOCKINGBIRD KITCHEN LEIGH HELM AND CHRISTINE SANDERSON

1466 North College Ave Fayetteville, AR

479-435-6333 | business@mockingbirdkitchen.com

1/11/2024

Devin Howland
Director Economic Vitality
City of Fayetteville
113 West Mountain St.
Fayetteville, AR

Dear Devin Howland:

The ability for customers to have alcoholic beverages on our patio has been an asset to our business. Currently each customer is only able to carry their own drink to the table and not anyone else's. It would be helpful if one customer could carry multiple drinks to their table for properly carded others.

We ask that the City council allow our customers to be able to carry more than one drink at a time to our patio.

Sincerely,

Leigh Helm and Christine Sanderson



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

DATE:

SUBJECT: Raze and Removal of Structures at 2141 N. Green Acres Rd. in Ward 2

RECOMMENDATION:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 2141 N. Green Acres Rd. , and to approve a budget adjustment in the amount of \$10,644.00 for the project.

BACKGROUND:

The subject property is located at 2141 N. Green Acres Road, between Colt Square Drive to the north and Elm Street to the south. City Council previously considered the property at several meetings between April and September of 2022 when it was brought forward for raze and removal during the ownership of Rose Mary Austin. Ms. Austin experienced a fire in the residence at the electrical panel on the north wall of the structure which prompted Code Compliance to investigate for habitability. Significant issues related to unrepaired fire damage, limited paths of egress, and neglect to the structure were identified and staff, after several months of attempting to work with the owner, opened a raze and removal case. Following multiple hearing before the city Council, but prior to the raze and removal being ordered, Ms. Austin sold the property to Mullins Property Management LLC; C/O John Mullins. With the new owner expressing an intent to demolish the dilapidated structure, staff recommended that City Council table the item indefinitely, which occurred on September 6, 2022.

Since that time, Mr. Mullins secured the structure and staff closed the raze and removal case. Staff spoke with Mr. Mullins shortly after his purchase of the property to ensure his awareness of the code violations. In conversations with Mr. Mullins, he expressed plans for the property, including offsetting the cost of removing the structure with new development. Staff advised the new property owner of interim expectations, including site clean-up and securing the building. This was largely completed, affording the property owner additional time to establish redevelopment plans. In early October of 2023 staff was notified that the dilapidated structure at 2141 N. Green Acres Rd. was still standing and was experiencing vagrant activity. Staff performed an inspection and validated the complaint in October of 2023. The property owner was then contacted, who confirmed the structure will not be demolished due to his redevelopment proposal not appearing feasible. Accordingly, the property owner was advised that a raze and removal case will be opened against the property.

DISCUSSION:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

This address consists of a single story 1,152 square foot, single family dwelling along with one storage building. As demonstrated in the attached photos, repairs and/or removal remain unaccomplished. The exterior is largely boarded up, although the back door and a window of the structure are unsecured with 2-year old fire damage still exposing the structure to the elements. Inside the building, the ceiling has collapsed, allowing insulation to engulf the main living space. Roof components such as rafter tails, soffit, and fascia are rotting. The structure does not have electricity or water services. To date no demolition or building permits have been issued or applied for.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs. The current budget balance of \$4,856.00 is available to spend on this raze and removal project. After advertising the work, the winning bid amount was \$15,500.00. An additional \$10,644.00 is necessary to cover the difference.

ATTACHMENTS: SRF (#3), BA (#4), 2141 Green Acres Mullins Council Packet (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1667

Raze and Removal of Structures at 2141 N. Green Acres Rd. in Ward 2

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY MULLINS PROPERTY MANAGEMENT LLC; C/O JOHN MULLINS LOCATED AT 2141 NORTH GREEN ACRES ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,644.00

WHEREAS, Mullins Property Management LLC; C/O John Mullins is the record owner of real property, legally described in attached Exhibit A which is located at 2141 N. Green Acres Rd, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 2141 N. Green Acres Rd is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Mullins Property Management LLC; C/O John Mullins, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Mullins Property Management LLC; C/O John Mullins is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 2141 N. Green Acres Rd., Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Mullins Property Management LLC; C/O John Mullins does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

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

City of Fayetteville Staff Review Form

2024-1667

Item ID

2/6/2024

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

Billy Bryant

1/11/2024

BUILDING SAFETY (640)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the resolution ordering the raze and removal of a dilapidated and unsafe structure located at 2141 N. Green Acres Rd., and to approve a budget adjustment in the amount of \$10,644.00 for the project.

Budget Impact:

1010.640.6400-5315.04

General

Account Number

Fund

50033.2401

Raze and Removal

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 4,856.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 4,856.00

Does item have a direct cost? Yes

Item Cost

\$ 15,500.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 10,644.00

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	BUILDING SAFETY (640)	
	Requestor: Billy Bryant	

Raze and removal of a dilapidated structure located at 2141 N. Green Acres Rd.

	COUNCIL DATE:	2/6/2024
	ITEM ID#:	2024-1667
	Holly Black	
	1/17/2024 7:52 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 2141 N Green Acres Rd

WC Parcel # 765-05815-000

Energov Case # CBLD-2023-0086

City Code: 173.08

- On 10/16/2023 Code Compliance received a Request for Service regarding the property located at 2141 N Green Acres Rd
- A Notice of Violation was sent to the Owner of Record on 10/16/2023
- The signed Return Receipt Card was received on / /20

(or)
- The property was posted on 11/01/2023
- On 12/01/2023 the property was re-inspected and was found to still be in violation of City Code 173.08



CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): City of Fayetteville – Building Safety Division

ADDRESS: 2141 N Green Acres Rd. PROJECT No: Bid# 23-0086

PROJECT TITLE: Raze and Removal – Code Compliance Program

BID CLOSING DAY/DATE/TIME: January 2nd, 2024 at 4:00 pm

CONTRACTOR: M bM Excavating BID AMOUNT: \$15,500.00

CONTRACTOR: Declined to bid BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: [Signature] Date: 1-2-24

Witness: [Signature] Date: 1-2-24



RAZE & REMOVAL PROJECT BID# 23-0086

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 **F A X #** 479.444.3445

PROJECT LOCATION: 2141 N Green Acres Rd., Fayetteville, AR 72703

WC Parcel # 765-05815-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**

1. Completely tear down the entire dwelling.
2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**

1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**

1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
2. Proof of no less than \$250,000 liability insurance shall be provided by the contractor before work begins.
3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.



CITY OF
FAYETTEVILLE
ARKANSAS

BB
1-2-24

BS
1-2-24

BID PROPOSAL FORM
BID 23-0086

DATE ISSUED: December 17th, 2023

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 2141 N Green Acres Rd., Fayetteville, AR 72703

DATE OF OPENING: Tuesday January 2nd, 2024 at 4:00pm

My total bid price for the Raze & Removal Project is:

\$ 15500.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 1-2-2024

Complete Business Address

Name of Firm: M & M Excavating **Phone #** 479-841-9285

Street address or P O Box
377 Sulphur City Rd.

City / State/ Zip Code Fayetteville AR 72701

Printed Name: Marcus Barker

Signature: [Signature] **Title:** Owner

Federal Tax ID # 24-0611207 **or SSN** _____

State Contractor # 0191780524 **City Business License #** _____



CITY OF
FAYETTEVILLE
ARKANSAS

January 3, 2024

Mullins Property Management LLC
C/O John Mullins
2779 Shagbark Bend
Fayetteville, AR 72703

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **2141 N. Green Acres Rd. (WC Parcel # 765-05815-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **February 6th, 2024** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer

7021 1970 0001 8457 4778

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Notice of hearing
2-7-79
Shogback
Bend

7021 1970 0001 8457 4761

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Notice of hearing
Postmark Here
1200 Joyce
Blvd

7021 1970 0001 8457 4754

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Notice of hearing
Postmark Here
Po Box
10502

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mullins Prop. Mgmt. LLC
C/o John Mullins
1200 E Joyce Blvd
Fayetteville, AR 72703



9590 9402 7618 2122 7556 08

2. Article Number (Transfer from service label)

7021 1970 0001 8457 4761

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

U. Hunsicker

C. Date of Delivery

01/08/24

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED

JAN 11 2024

CODE COMPLIANCE

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

BB Notice CB40-86 Domestic Return Receipt



CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 2141 N Green Acres Rd

WC Parcel # 765-05815-000

UDC 173.08 (A)



I recommend the raze and removal of the structure.



I recommend securing the structure.



I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code



I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal

City Building Official

10-16-23 Date

Observations:

Case # CBLD-2023-0086

Building Safety Division Director



2141
N. Green Acres Rd.
 Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 1/8/2024
 Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation
 Map Author:



2141
N. Green Acres Rd.
Fayetteville, AR

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Created: 1/8/2024
Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



CITY OF FAYETTEVILLE

125 West Mountain Street
Fayetteville, AR 72701

Case Number: **CBLD-2023-0086**

**Violation
Notice**

Case Type: **Building**

Date Case Established: **10/16/2023**

Owner: Mullins Property Management LLC

Mailing Address

Mullins Property Management LLC
PO Box 10502
FAYETTEVILLE, AR 72703

Notice of Violation for the following location:

Address

Parcel

2141 N GREEN ACRES RD
Fayetteville, AR 72703

765-05815-000

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)

No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

2141 N. Green Acres Rd. Case – CBLD-2023-0086

NOV Posted on property on 11-01-2023

Photo 1 of 3



Photo 2 of 3



Photo 3 of 3



Lot Numbered Two (2), except 193.3 feet off of the West end, Green Acres, a Subdivision of a part of the Northwest quarter of the Southwest quarter of Section Three (3) and a part of the Northeast quarter of the Southeast quarter of Section Four (4) in Township Sixteen (16) North of Range Thirty (30) West of the 5th Principal Meridian in Washington County, State of Arkansas.

Washington County Report

Property Owner		Property Information	
Name: MULLINS PROPERTY MANAGEMENT LLC		Physical Address: 2141 N GREEN ACRES RD	
Mailing Address: PO BOX 10502 FAYETTEVILLE, AR 72703		Subdivision: GREEN ACRES ADD	
Type: (RI) Res. Improv.		Block/Lot: N/A / N/A	
Tax District: (011) FAYETTEVILLE SCH, FAY		S-T-R: 03-16-30	
Millage Rate: 57.00		Size (Acres): 0.00	
		Legal: EAST PT LOT 2	

Market and Assessed Values				Taxes	
	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value	Estimated Taxes:	1,669
Land	144,000	28,800	28,800	Homestead Credit: 0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.
Building	0	0	0		
Totals	144,000	28,800	28,800		

Land		
Land Use	Size	Units
.894 AC	1.000	House Lot
Total	1.00	

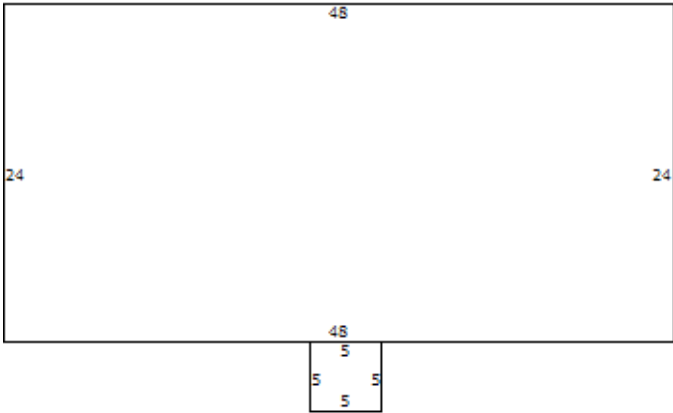
Deed Transfers										
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester										
View Image	Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
N/A	8/31/2022	9/1/2022	2022	29327	Warr. Deed	528.00	\$160,000	MULLINS PROPERTY MANAGEMENT LLC	Unval.	Land Only
	6/10/2016	N/A	2016	16499	Beneficiary	N/A	N/A	AUSTIN, ROSE MARY	N/A	Improved
	8/8/1989	N/A	1329	861	Quit Claim	0.00	\$0	AUSTIN, ROSE MARY	N/A	N/A
	8/17/1987	N/A	1237	699	Quit Claim	0.00	\$0	AUSTIN, ROSE MARY; AUSTIN, MAYDEA	N/A	Land Only
	10/21/1977	N/A	943	385	Warr. Deed	1.10	\$1,000	AUSTIN, WALDO G & MAYDEA E	Unval.	Improved

Details for Residential Card 1	

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Exterior Wall:	N/A	Plumbing:	Full: N/A Half: N/A
Foundation:	N/A	Fireplace:	Type: N/A Qty: N/A
Floor Struct:	N/A	Heat/Cool:	N/A
Floor Cover:	N/A	Basement:	N/A
Insulation:	N/A	Basement Area:	N/A
Roof Cover:	N/A	Year Remodeled:	N/A
Roof type:	N/A	Style:	N/A

DataScout, LLC



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1152
B	OP2	Porch, half open	25

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
General Purpose Barn	N/A	14 x 12	1	N/A	N/A
Fence, chain link 4'	N/A	150	1	N/A	N/A
Outbuilding,frame	N/A	18 x 9	1	N/A	N/A
Asphalt Driveway	N/A	N/A	N/A	N/A	N/A
Outbuilding,frame	N/A	8 x 10	N/A	N/A	N/A
Outbuilding,frame	N/A	8 x 17	N/A	N/A	N/A
Pole Shed	N/A	10 x 46	N/A	N/A	N/A

Reappraisal Value History		
Tax Year	Total Value	Total Assessed
2023	144,000.00	28,800.00
2022	130,000.00	13,792.00
2021	130,000.00	12,538.00
2020	173,050.00	12,538.00
2019	78,600.00	12,538.00
2018	78,600.00	12,538.00
2017	78,600.00	12,538.00
2016	78,600.00	12,538.00
2015	78,600.00	12,538.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

The following photos are of the exterior of the structure located at 2141 N. Green Acres Rd. The photos begin in front of the structure facing East. Followed by photos of the North, West, and South sides of the structure.





















Inside the structure.

















These photos show wood rotting attached to the structure.







Photo of a neglected accessory building.





MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **RZN-2023-0030: Rezoning (WEST OF 2558 W. VALLEY DR./REDBRIDGE DEVELOPMENT LTD., 402):** Submitted by SWOPE CONSULTING for property located WEST OF 2558 W. VALLEY DR in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.60 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

RECOMMENDATION:

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

BACKGROUND:

The subject property includes two parcels located in west Fayetteville, approximately ¼ mile northeast of the I-49/W. Wedington Dr. intersection. The overall property is approximately 0.60 acres and is zoned RSF-4, Residential Single-Family, Four Units per Acre. It is currently undeveloped. While there is a significant history of flooding in the neighborhood, including during the major flood events of April of 2017 and May of 2022, the subject property is not within FEMA floodplain or floodway. The nearest floodplain and floodway is associated with Hamestring Creek, and can be found approximately 200 feet to the north, east, and west of the parcel boundaries.

Request: The request is to rezone 0.60 acres of the property from RSF-4, Residential Single-Family, Four Units per Acre to RSF-8, Residential Single-Family, Eight Units per Acre.

Public Comment: Staff received one phone call and letter from a neighbor concerned about flooding, drainage, and the potential for additional impervious surfaces to be added to this parcel. Staff also received an email from a neighbor against the request, citing the history of flooding in the area, increased impact of drainage and flooding on adjacent properties, and potential impact on adjacent solar panels due to the installation of tall buildings. Photos of flooding in the area were provided and are attached to this report.

Land Use Compatibility: On the balance of considerations, staff finds the request to be incompatible with the surrounding context. Other lots along the street are highly regular in lot width and size consistent with the requirements of the RSF-4 zoning district, and a single-parcel zoned RSF-8 may stand out based on existing development patterns. The subject property, as currently zoned, would allow for the construction of two residential dwelling units on 0.6 acres. The proposed zoning district would increase the maximum permitted

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

density to four dwelling units and would reduce required street frontage from 70 feet to 50 feet for single-family structures. Additionally, the minimum lot size would be reduced from 8,000 square feet to 5,000 square feet for single-family structures. The maximum percentage of lots that may be covered by a building would increase from 40% to 50% with no change in the permitted building height. The rear setback would be reduced from 15 feet to 5 feet. Other setbacks would remain the same. From a use perspective, the uses allowable in the proposed zoning district are identical to the allowable uses of the current zoning district, which does not in and of itself represent an incompatibility. The lot has approximately 160 linear feet of street frontage which could allow for future subdivision of the land, though none has currently been proposed.

Staff finds that the proposed rezoning would not be a substantial upzoning considering the similarities between the current and proposed zoning districts and relatively low proposed density. The subject property is however, less than 200 feet to FEMA regulated flood areas to the north, east, and west. Given the history of flooding in the area, the recent purchase of the West End Apartments by the City, and continuing efforts to mitigate flooding and drainage issues in the area, staff has concerns that additional density, although small, may negatively impact surrounding properties. However, staff also notes that any development would be subject to §168 Flood Damage and Prevention and §170 Stormwater Management and Drainage and that any future development would be reviewed for compliance with the City's drainage performance criteria.

Land Use Plan Analysis: Staff finds the proposal is somewhat inconsistent with the goals in City Plan 2040. The Future Land Use Map identifies this area as a Residential Neighborhood Area, which is primarily residential in nature and supports a wide variety of housing types of appropriate scale and context. Staff finds the proposal is consistent with this future land use designation. While this request would allow additional development within an existing neighborhood, encouraged by Goal #1, the 2040 Plan also acknowledges the risks, challenges, and expense associated with flooding within the city. The proposed location, while not within floodplain and floodway is within a section of the city designated as a repetitive loss area which received some of the highest requests for emergency services during the April 2017 flood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, 2266 W. Deane St.)
- Near Sewer Main (6" Main, W. Valley Dr.)
- Near Water Main (2.25" Main, W. Valley Dr.)
- Near Public School (Asbell Elementary School)
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Marked Shared Roadway on W. Valley Dr, Porter Rd., and W. End Ave; Futrall Trail (Incomplete)
- Near Razorback Bus Stop (W. Wedington Stops 12378 & 15368, Porter Rd. & W. Lawson St. intersection)

DISCUSSION:

At the January 8, 2024, Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited the incremental increase in density, appropriateness of the allowed uses, and City Plan 2040 goals for infill and more compact development near services. There was discussion regarding the proximity of the floodplain/floodway and its potential effect on the parcel. Commissioners voting in favor noted the property's location outside the flood areas. Commissioner Garlock voted against the request, citing concerns with flooding in the neighborhood and the need for infill that aligns with the City Plan 2040. There was no additional public comment at the meeting.

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Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6), RZN-2023-0030 2024 FEMA Map Exhibit (#7)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1636

RZN-2023-0030: Rezoning (WEST OF 2558 W. VALLEY DR./REDBRIDGE DEVELOPMENT LTD., 402): Submitted by SWOPE CONSULTING for property located WEST OF 2558 W. VALLEY DR in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.60 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0030 FOR APPROXIMATELY 0.60 ACRES LOCATED WEST OF 2558 WEST VALLEY DRIVE IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT 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 RSF-4, Residential Single-Family, Four Units Per Acre to RSF-8, Residential Single-Family, Eight Units Per Acre.

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

City of Fayetteville Staff Review Form

2024-1636

Item ID

2/6/2024

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

Jonathan Curth

1/19/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0030: Rezoning (WEST OF 2558 W. VALLEY DR./REDBRIDGE DEVELOPMENT LTD., 402): Submitted by SWOPE CONSULTING for property located WEST OF 2558 W. VALLEY DR in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.60 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

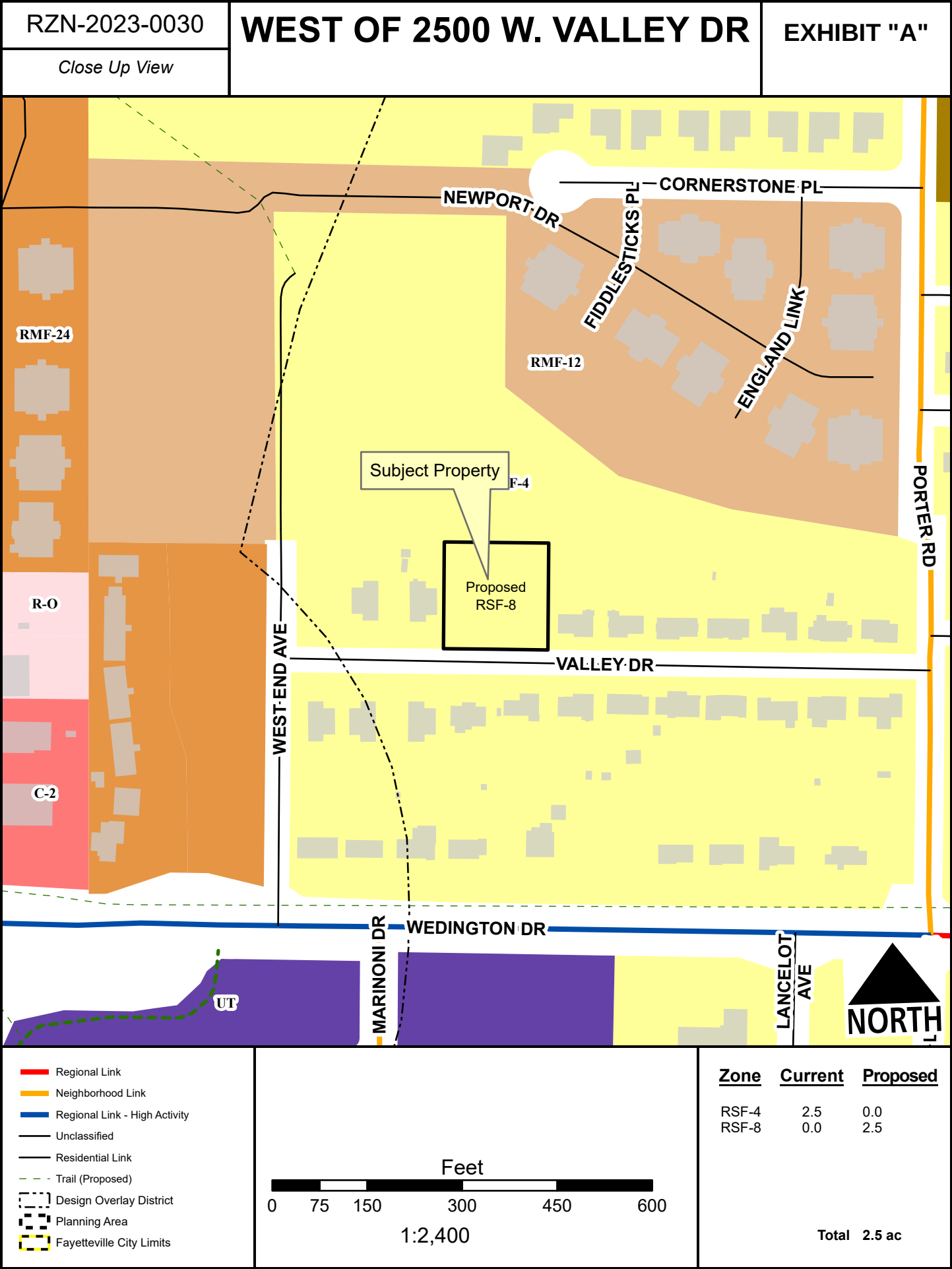
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2023-0030
EXHIBIT 'B'

Legal Description

Legal Description Parcel 765-11084-000

Lots 28 and 29, S.T. Russell Subdivision, (a part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 7, in Township 16 North, Range 30 West) to the city of Fayetteville, Arkansas, as per the plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: January 8, 2024

SUBJECT: **RZN-2023-0030: Rezoning (WEST OF 2558 W. VALLEY DR./REDBRIDGE DEVELOPMENT LTD., 402):** Submitted by SWOPE CONSULTING for property located WEST OF 2558 W. VALLEY DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.60 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

RECOMMENDATION:

Staff recommends denial of **RZN-2023-0030**.

RECOMMENDED MOTION:

"I move to deny **RZN-2023-0030**." (UPDATED WITH MEETING RESULTS)

BACKGROUND:

The subject property is in west Fayetteville approximately ¼ mile northwest of the I-49/W. Wedington Dr. intersection. The overall property is approximately 0.60 acres and is zoned RSF-4, Residential Single-Family, Four Units per Acre. It is currently undeveloped.

While there is a significant history of flooding in the area, including during the flood major events of April of 2017 and May of 2022, the subject property is located outside of the floodplain and floodway. Floodplain and floodway are both located less than 200 feet from the parcel boundaries to the north, east, and west. City Council passed a resolution on June 6, 2023, for to hire Fresse and Nichols, Inc. for assistance in developing a solution for flooding in the Hamestring Creek Watershed, one of Fayetteville's Repetitive Loss Areas, and in seeking grant funding in order to implement a solution. The study is currently underway (see Hamestring Repetitive Loss Memo attached). Surrounding land uses and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone 0.60 acres of the property from RSF-4, Residential Single-Family, Four Units per Acre to RSF-8, Residential Single-Family, Eight Units per Acre.

Public Comment: Staff received one phone call and letter from a neighbor concerned about flooding, drainage, and potential for additional impervious surface to be added to this parcel. Staff also received an email from a neighbor against the request, citing the history of flooding in the area, increased impact of drainage and flood on adjacent properties, and potential impact to adjacent solar panels due to the installation of tall buildings. Photos of flooding in the area were provided and are attached to this report.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

- Streets:** The subject area has frontage on W. Valley Dr., a partially improved residential link street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.
- Water:** Public water is available to the subject area. An existing 2.25-inch water main is present on the south side of West Valley Drive.
- Sewer:** Sanitary Sewer is available to the subject area. Existing 8-inch and 6-inch sewer mains are present on the north side of W. Valley Dr.
- Fire:** Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W. Deane St., protects this site. The property is located approximately 0.9 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.
- Police:** The Police Department expressed no concerns with this request.
- Drainage:** No portion of the property lies within the Hillside-Hilltop Overlay District and there are no protected streams present in the subject area. Hydric soils are present on the subject property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Tree Preservation:

The proposed zoning district of RSF-8, Residential Single-Family, Eight Units per Acre requires **20% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family, Four Units per Acre Institutional requires **25% minimum canopy preservation**.

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

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site, with a weighted score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, 2266 W. Deane St.)
- Near Sewer Main (6" Main, W. Valley Dr.)
- Near Water Main (2.25" Main, W. Valley Dr.)
- Near Public School (Asbell Elementary School)
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Marked Shared Roadway on W. Valley Dr, Porter Rd., and W. End Ave; Futrall Trail (Incomplete)
- Near Razorback Bus Stop (W. Wedington Stops 12378 & 15368, Porter Rd. & W. Lawson St. intersection)

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:*** On the balance of considerations, staff finds the request to be incompatible with the surrounding context. Other lots along the street are highly regular in lot width and size consistent with the requirements of the RSF-4 zoning district, and a single-parcel zoned for RSF-8 may stand out based on those existing development patterns. The subject property, as currently zoned, would allow for the construction of two residential dwelling units on 0.6 acres. The proposed zoning district would increase the maximum permitted density to four dwelling units and would reduce required street frontage from 70 feet to 50 feet for single-family structures. Additionally, minimum lot size would be reduced from 8,000 square feet to 5,000 square feet for single-family structures. The maximum percentage of lots that may be covered by a building would increase from

40% to 50% with no change in the permitted building height. The rear setback would be reduced from 15 feet to 5 feet. Other setbacks would remain the same. From a use perspective, the uses allowable in the proposed zoning district are identical to the allowable uses of the current zoning district. The lot has approximately 160 linear feet of street frontage which could allow for future subdivision of the land, though none has currently been proposed.

Staff finds that the proposed rezoning would not be a substantial upzoning considering the similarities between the current and proposed zoning districts and relatively low proposed density. The subject property is less than 200 feet to FEMA regulated flood areas to the north, east, and west. Given the history of flooding in the area, the recent purchase of the West End Apartments by the city, and continuing efforts to mitigate flooding and drainage issues in the area, staff has concerns that additional density, although small, may negatively impact surrounding properties. However, staff also notes that any development would be subject to §168 Flood Damage and Prevention and §170 Stormwater Management and Drainage and that any future development would be reviewed for compliance with the city's drainage performance criteria. Staff further notes that if the rezoning is not granted, the property is still developable under the existing zoning requirements.

Land Use Plan Analysis: Staff finds the proposal is somewhat inconsistent with the goals in City Plan 2040. The Future Land Use Map identifies this area as a Residential Neighborhood Area, which is primarily residential in nature and supports a wide variety of housing types of appropriate scale and context. Staff finds the proposal is consistent with this future land use designation. While this request would allow additional development within an existing neighborhood, encouraged by Goal #1, the 2040 Plan also acknowledges the risks, challenges, and expense associated with flooding within the city. The proposed location, while not within floodplain and floodway is within a section of the city designated as a repetitive loss area which received some of the highest requests for emergency services during the April 2017 flood.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: On balance, staff finds that a rezoning to RSF-8 may not be justified. While the proposed rezoning is incremental in scale, the property is developable based on its current zoning, and could be further densified with the addition of accessory dwelling units. Up to two accessory dwelling units are permitted by right per single-family residence provided their cumulative footprint does not exceed 1,200 square feet. The proposed rezoning would double the permitted density, which could lead to additional future residents being affected by large flood events which would limit access to and from the property from both the east and west.

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

Finding: Rezoning to RSF-8 at this location has the possibility to increase traffic to the site, but staff finds that given the size of the request, the intended residential uses are not likely to significantly impact traffic congestion. Staff does note that, while the property is not within floodplain or floodway, W. Valley Dr. is anticipated to be impacted by significant street flooding during both 50- and 100-year storm events, which would limit access to and from the subject property.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property to RSF-8 may increase the load on public services. The area has been subject to swiftwater rescues during high-flood events, including in 2017, and additional units could increase the load / risk to emergency services during periods of flooding. The size of the property and access to existing water and sewer infrastructure means future development will likely avoid the need for costly extensions to services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends denial of RZN-2023-0030.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 8, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>MOTION TO DENY</u> GARLOCK	<u>MOTION TO FWD WITH A RECOMMENDATION OF APPROVAL</u> SPARKMAN		
Second: GULLEY	BRINK		
Vote: 1-7-0 (GARLOCK IN FAVOR)	7-1-0 (GARLOCK AGAINST)		

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.07 RSF-4, Residential Single-Family, Four (4) Units per Acre
 - §161.09 RSF-8, Residential Single-Family, Eight (8) Units per Acre
- Applicant Request Letter
- Staff Exhibits
 - Hamestring Creek Repetitive Loss Area Memo
 - Proximity to Transit Map
- Public Comment
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area*. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

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TO: City of Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager
Donna Wonsower, Planner

FROM: Alan Pugh, Staff Engineer

MEETING DATE: July 24, 2023

SUBJECT: **RZN-2023-0030; Hamestring Repetitive Loss Area**

BACKGROUND:

The subject property is located along W Valley Drive between N West End Ave and N Porter Road. Although it has not been assigned an address, the parcel number is 765-11084-000. It is currently shown to be outside of the Special Flood Hazard Area (SFHA) according to Flood Insurance Rate Map (FIRM) Panel number 05143C0205F dated May 16, 2008. The property is located within the Hamestring Creek repetitive loss area.

Request: The applicant is requesting to rezone the property from RSF-4, Residential Single Family four units per acre to RSF-8, Residential Single Family eight units per acre.

DISCUSSION:

Although significant flooding has occurred in the area surrounding the property in question, as stated above it is outside of the SFHA, commonly referred to as the 100-year floodplain. The areas to both the east and west of the property do have a long history of flooding. However, the property in question is higher in elevation based on both the current FIRM and the City GIS contours and does not have a history of flooding to the best of staff's knowledge. Although it should be noted that during flood events the areas to the east and west of this property would be anticipated to flood including significant street flooding. That would limit access to and from the property during large flood events.

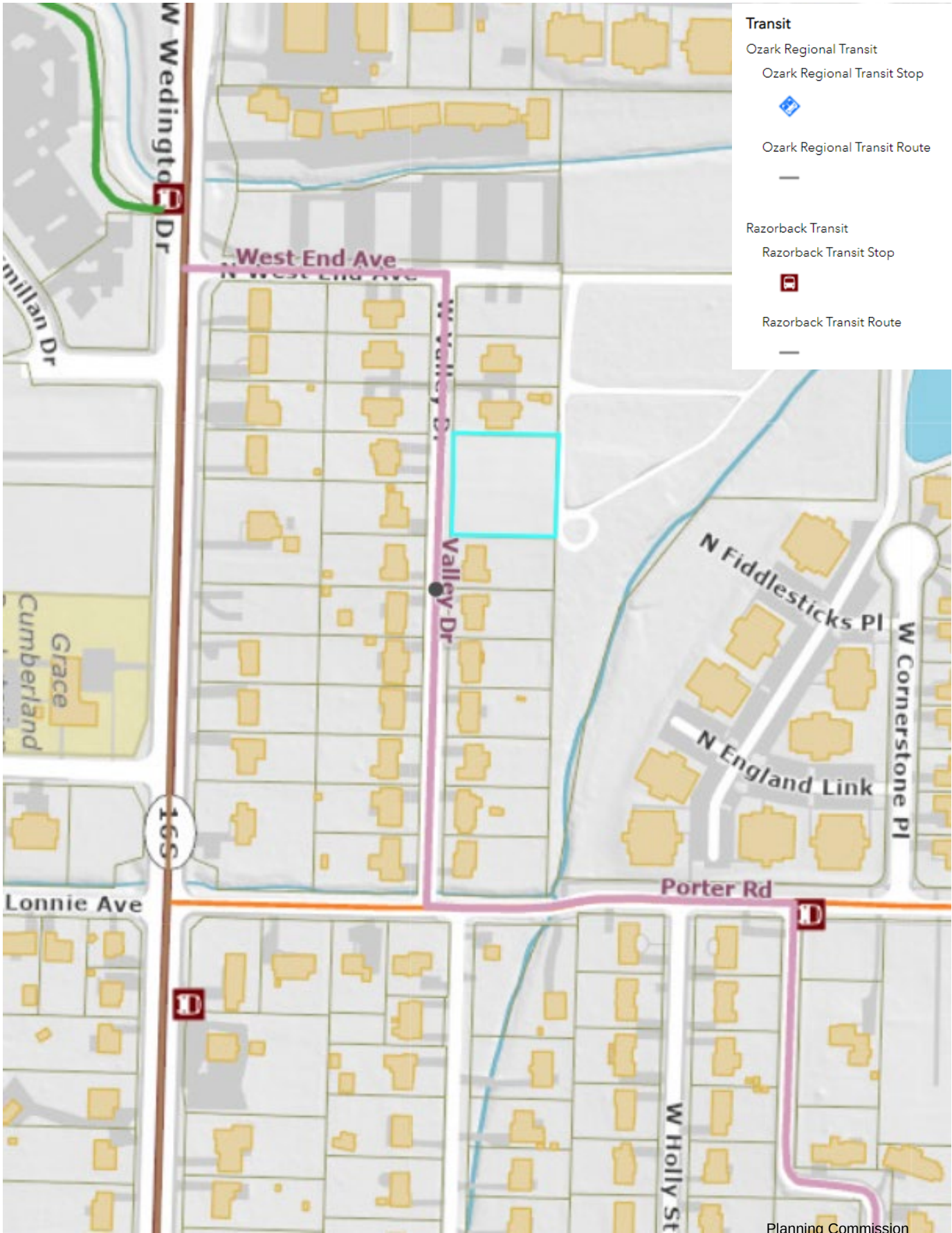
Based on limited information within flood insurance study (FIS) it appears Hamestring Creek would overtop Wedington Drive in the 50-year and 100-year events. Similar flooding would also be expected from the South Fork of Hamestring as it crosses Wedington Drive to the west. Hamestring Creek Tributary HS3 would overtop Porter Road more frequently according to the FIS. Based on this and past flood events, it is anticipated that the larger events such as the 50-year and 100-year storms would generally trigger flooding in which it would be anticipated to flood multiple streets in the area making access difficult.

As stated, the surrounding area does have a history of flooding and the City has undertaken projects to reduce flood losses in the area to both the east and west of this property. This includes the purchase and demolition of the West End Apartments to the west of the property and flood studies to determine if improvements to the drainage system could reduce the flooding experienced. To date, a solution has not been identified, however, the City is in the process of

requesting grant funding from FEMA to continue studying potential solutions for the flooding.

Ultimately, due to the fact the property is outside of the SFHA, the regulations regarding lot size in Chapter 168 would not apply and increased density would be a product of the appropriate land use from a planning perspective in the opinion of staff.

STAFF EXHIBIT: PROXIMITY TO TRANSIT



Wonsower, Donna

To: Barbara Fitzpatrick
Subject: RE: Planning issue RZN-2023-0030

From: Barbara Fitzpatrick <bfitz_1951@yahoo.com>
Sent: Monday, December 4, 2023 11:30 AM
To: Wonsower, Donna <dawnsower@fayetteville-ar.gov>
Subject: RE: Planning issue RZN-2023-0030

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

Thank you for getting back with me so quickly. I will contact both Engineering and the developer. I'm glad you're getting better.

bf

From: Wonsower, Donna <dawnsower@fayetteville-ar.gov>
Sent: Monday, December 4, 2023 10:50 AM
To: Barbara Fitzpatrick <bfitz_1951@yahoo.com>
Subject: RE: Planning issue RZN-2023-0030

Good Morning,

Please see below for responses to your comments. I will include your email in the Planning Commission packet for the commissioners to review. Please feel free to call or email with any further questions.

Best Regards,
Donna Wonsower (she/her)
Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Barbara Fitzpatrick <bfitz_1951@yahoo.com>
Sent: Monday, December 4, 2023 9:48 AM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Subject: Planning issue RZN-2023-0030

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

Hi Donna,

I was told this is your case but that you're working from home because you've got Covid. First off, I devoutly hope it's a light case with no long-term effects and that you're feeling better. Thank you for your concern. I did have a light case and am feeling better each day.

As to the rezoning I have 3 concerns. I'm pretty sure that if this goes through the same mini-developments of ugly multistory houses that are showing up all around this area will be built. Even though all the housing on this block are single story and multistory buildings would be very jarring to see. "Progress" and all that. Two of my concerns are water related. The largest is that the north boundary of this property is about 100 feet from Little Hamestring Creek and there are already flooding issues the city is trying to address. Turning an open field at the highest rise on this block into mostly impervious surface is going to do nothing but increase those flooding issues.

Secondly, my property borders that empty field on the east. Depending on where those houses are placed, there's a very big potential for the runoff from that impervious surface to go hit my house and go underneath it causing ongoing damage. Aside from the fact that such a thing would be just plain wrong, I'm retired on Social Security and can't afford that. The situation would be even worse for the people living on the property bordering the empty property on the west as their house is already on the floodplain (mine is not) and has been flooded before in heavy rains even without a lot of impervious surface uphill from them. If the rezoning is approved, engineering will review drainage requirements per Chapter 170. In short, depending on the amount of impervious surface added the developer will be required to meet different levels of stormwater management; however development is not permitted to worsen existing stormwater conditions. I recommend reaching out to the [engineering department](#) if you have additional questions relating to drainage or flood.

Thirdly, and this is "just" an issue for me alone, I have solar panels on my roof. Depending on placement, multistory housing could shade them. Since owning my own house/not having a mortgage payment and having solar panels/not having an electric bill is how I CAN live on my

Social Security, this is very important to me personally. We have not yet seen design plans for the proposed development. The maximum building height is three stories and the building may not be located any closer to the street right-of-way than 15 feet. These requirements are the same as the current zoning. I would recommend reaching out to the project developer regarding your concerns about building height as they seem amenable to working with their neighbors to ensure a compatible development.

IF the houses are placed at the same distance back from the street as are the rest of the houses on this block, my own included, that would resolve the direct impacts on my own property and possibly the neighbor to the west as well. The concern about the creek and flooding, which is most important to the neighborhood and the city, is harder to resolve.

I'd appreciate anything you can tell me about this.

Thank you,
Barbara Fitzpatrick
2500 W. Valley Dr.
Fayetteville, AR 72703
479-443-4760 (not a cell phone)

Dear Planning Commission Members:

My name is Alessandra Brown and I own a home at 2425 W Valley Drive. I have spoken with Ms. Wonosower from the planning team about my concerns with the rezoning request RZN-2023-0030 west of 2558 W. Valley Drive. I was raised on Valley Drive and my family has lived there for more than 30 years. Our neighborhood is comprised mostly of retired seniors and working families who have found affordable housing in this area. For more than three decades, my family and I have witnessed significant infill changes close to this neighborhood that have added density to meet the demand for housing. Seeing the population increase consistently, one can understand and fully appreciate the complexity involved in deciding the appropriateness of rezoning and the code specifications each zone commands.

The reason I am writing to you is that during the conversation with Ms. Wonosower, there was a distinction made about this specific lot that I humbly request to be further examined. This specific lot is not in the FEMA-designated floodplain but rather is an elevated lot within the floodplain. Not being in a floodplain but rather adjacent to is a technicality with very serious implications for the homeowners in the surrounding neighborhood—my neighborhood.

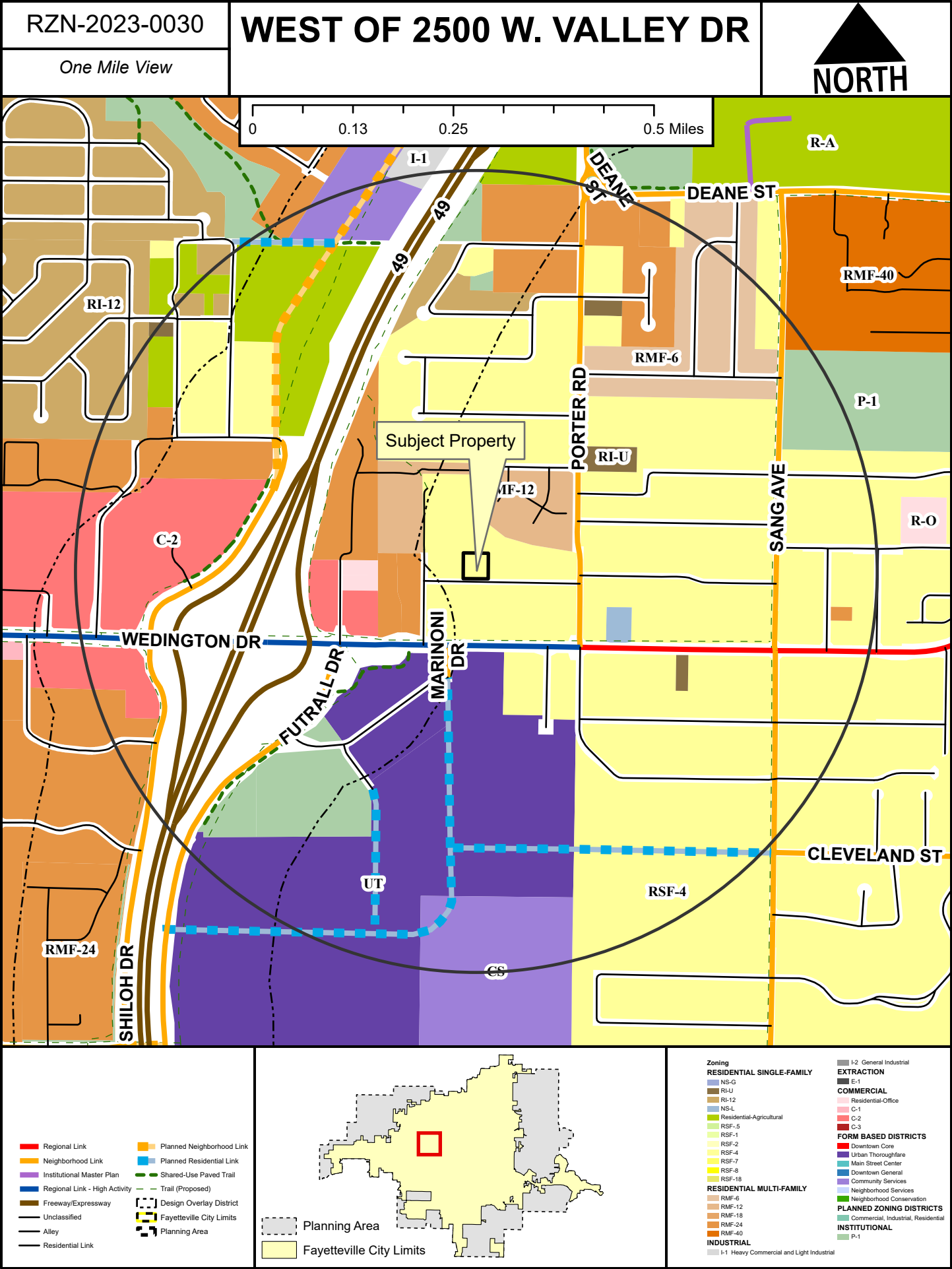
There are nearly a million square feet of concrete south of Valley Drive designated for institutional rezoning. North of Valley Drive there is also a Lindsey apartment complex. Neither of these projects technically lies within the FEMA-designated floodplains and yet both can contribute significantly to the water runoff into Hamestring Creek which frequently floods. Attached is a picture taken during one such flood. The vantage is from my front porch. I would ask that you take a moment to examine it and its implications as you consider the following questions:

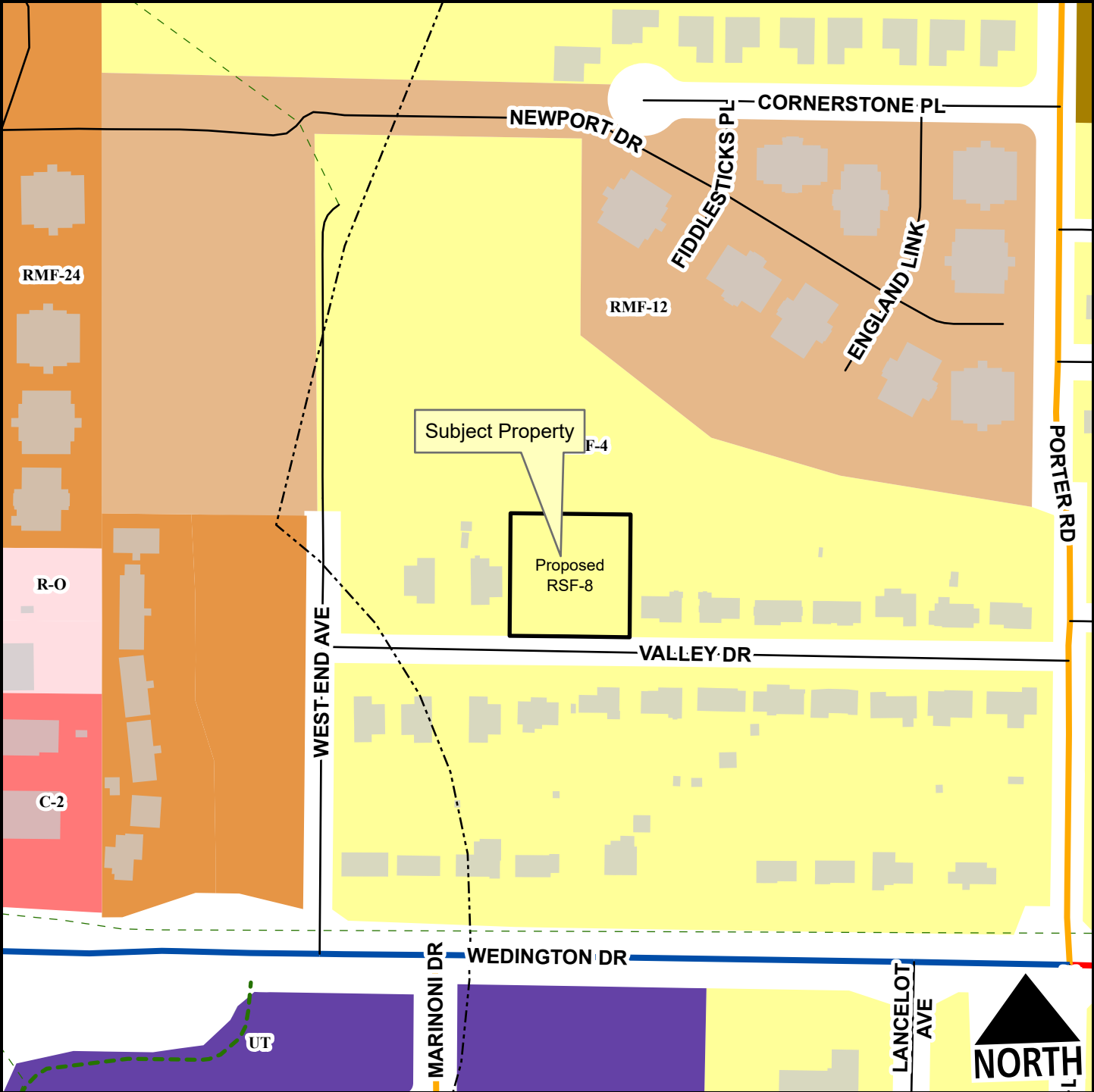
1. Will the planning commission have any part in pursuing accountability for drainage plans for this rezoning request, and if so when and who studies this aspect of the project?
2. Can anyone from Redbridge Development Ltd comment on their knowledge of the flooding in this area? What exactly is their experience building projects next to or within a floodplain? Are their project designs informed by considerations of how to mitigate any flooding their construction may contribute to on adjacent properties? Is there a mechanism in place that could force them to honor such considerations in their project designs?
3. Historically, West Valley Drive has been home to apartments that were frequently out of code compliance, leased at a weekly rate that attracted persons recently released from law enforcement. Police presence was necessary and frequent. Can anyone from Redbridge Development Ltd comment on the style of housing they plan to provide and what customer base they mean to serve?

PUBLIC COMMENT: FLOOD PICTURES









Regional Link

Neighborhood Link

Regional Link - High Activity

Unclassified

Residential Link

Trail (Proposed)

Design Overlay District

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RSF-4	2.5	0.0
RSF-8	0.0	2.5
		Total 2.5 ac

RZN-2023-0030

WEST OF 2500 W. VALLEY DR

Current Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

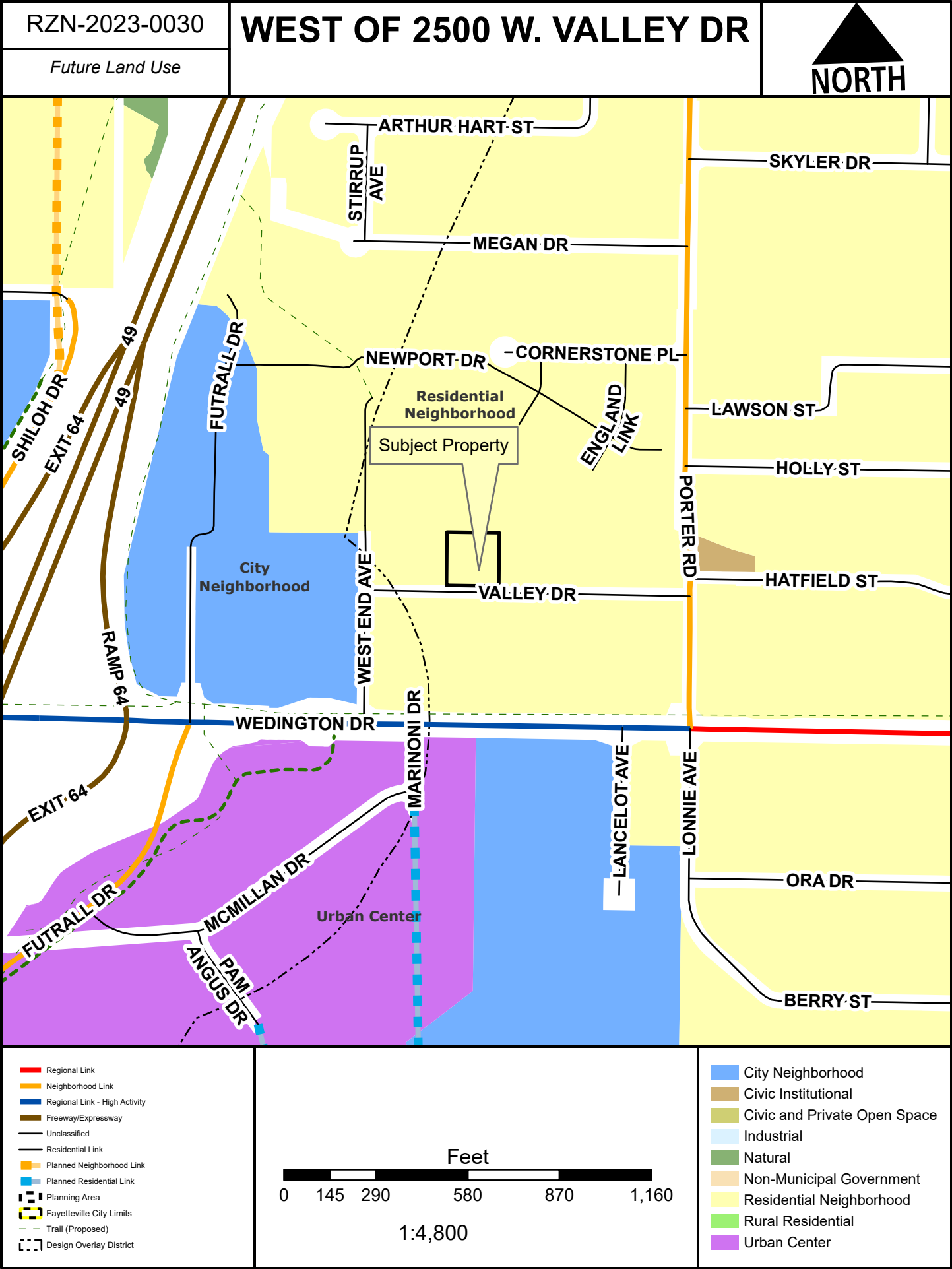
- 100-Year Floodplain
- Floodway

Planning Commission

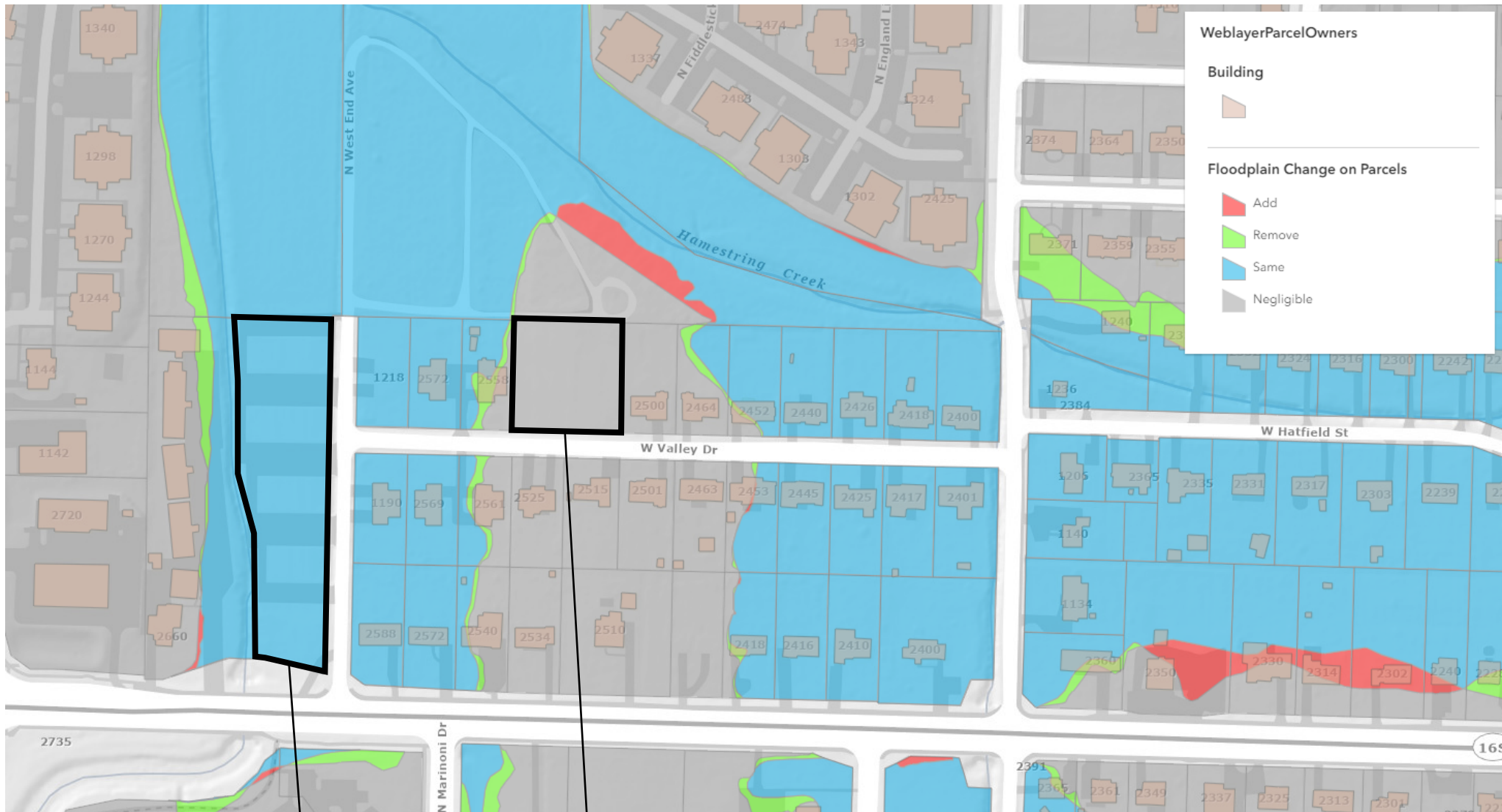
January 8, 2024

RZN-2023-0030 (REDBRIDGE DEVELOPMENT) Page 922 of 1115

Page 22 of 23



Updated FEMA Floodplain Near RZN-2023-0030/Redbridge Development Ltd.





MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

DATE:

SUBJECT: **RZN-2023-0034: Rezoning (WEST OF S. RAZORBACK RD./LOONEY, 599): Submitted by COMMUNITY BY DESIGN for property located WEST OF S. RAZORBACK RD. in WARD 1. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 3.06 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL and UT, URBAN THOROUGHFARE.**

RECOMMENDATION:

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

BACKGROUND:

The subject property is in south Fayetteville on the west side of Razorback Road, just south of Town Branch and about one-fifth of a mile south of the street's intersection with 15th Street. The property contains one parcel totaling 3.06 acres which, with the exception of the Town Branch Trail that bisects the northern portion of the property, is undeveloped. It received its current zoning designation of NS-L, Neighborhood Services – Limited, as the result of a staff-initiated rezoning associated with the implementation of the Fayette Junction Neighborhood Plan (RZN 11-3892). Portions of the property are located within a FEMA-designated floodplain and hydric soils and a protected stream are present on site.

Request: The request is to rezone the subject property from NS-L, Neighborhood Services - Limited to R-A, Residential-Agricultural and UT, Urban Thoroughfare.

Public Comment: Staff received no public comment regarding this request prior to Planning Commission.

Land Use Compatibility: Staff finds the requested rezoning to be mostly compatible with existing land use and zoning patterns in the surrounding area. The subject property is bordered to the north, east, and west by multi-family dwellings, and it's bordered to the south by smaller lots which are either undeveloped or developed with single-family dwellings. Access to the property is limited with a portion of Razorback Road that is owned and maintained by the Arkansas Department of Transportation (ARDOT) being the only public street adjacent to the site. Platted right-of-way is present to the south which could eventually be developed to provide access to the site from Sligo Street. Opportunities for cross connectivity are otherwise limited due to the presence of a protected stream, Town Branch, which roughly serves as the north and west boundary of the site. Rezoning

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

0.73 acres of land along the north side of the property to R-A, Residential-Agricultural could help to conserve that protected stream and the land surrounding it by limiting the scale and nature of development in that area. Rezoning the remainder of the site to UT, Urban Thoroughfare, could allow for increased development outside sensitive areas which may be comparable to, and compatible with, adjacent residential uses. While the applicant has indicated an intent to develop the southern half of the site with a mixture of single-, two-, three-, and four-family dwellings and potentially some commercial uses, staff acknowledges that a rezoning to UT would allow for a greater variety of land uses by right, including gasoline service stations, transportation trades and services, and liquor stores. Those uses are not permitted or conditional uses in the existing NS-L zoning district. The applicant has also indicated that, while the land uses permitted in the NS-L zoning district are generally aligned with their development plans for the site, they are pursuing a rezoning to UT in order to provide greater flexibility in terms of lot size, density, and setbacks. While a rezoning to CS, Community Services may be more appropriate, since that zoning district has comparable lot size, density, and setback requirements with more restrictive land use allowances, staff finds UT to be generally compatible with the zoning and development patterns in the surrounding area.

Land Use Plan Analysis: Staff finds the applicant's request to be mostly consistent with the City's land use and zoning plans. The subject property is designated as City Neighborhood and Natural Area in the City Plan 2040 Future Land Use Map, and it is located within a Tier Two Center as indicated on the plan's Growth Concept Map. Staff finds that a rezoning to R-A and UT could support those designations since a rezoning to R-A could help conserve natural areas, and a rezoning to UT could support the development of a mixed-use center along a major thoroughfare. Staff also finds the requested rezoning to be aligned with Goals 1, 4, and 6 of City Plan 2040 since it would encourage increased development in an area that has a relatively high infill score ranging between 6 and 9, and since it would allow for the creation of additional housing units near a paved trail and bus routes. Staff finds that the requested rezoning may run afoul with Goal 3 of City Plan 2040, though, since it would allow for increased development on a site that currently has limited opportunities for cross connectivity.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range between 6 and 9 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 990 S. Hollywood Ave.)
- Near Sewer Main (12-inch and 24-inch main, on site)
- Near Water Main (six-inch main, Razorback Road)
- Near U of A Campus
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Town Branch Trail)
- Near Razorback Bus Stop (Route 48)
- Appropriate Future Land Use (City Neighborhood)
- Within Master Plan Area (Fayette Junction Neighborhood)

DISCUSSION:

At the January 8, 2024, Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne made the motion and Commissioner Brink seconded it. Commissioners found the applicant's request to be consistent with the goals outlined in City Plan 2040 and the Fayette Junction Neighborhood Plan and offered little comment on the item. One member of the public spoke in support of the rezoning and stated that they found it to be aligned with the City's future land use plans. Another member of the public spoke up to ask the applicant how he intends to preserve natural areas on site. The applicant responded by saying that, at the time of development, he will preserve the portion of the site that is proposed to be rezoned to R-A, Residential-Agricultural.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6), RZN-2023-0034 2024 FEMA Map Exhibit (#7)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1669

RZN-2023-0034: Rezoning (WEST OF S. RAZORBACK RD./LOONEY, 599): Submitted by COMMUNITY BY DESIGN for property located WEST OF S. RAZORBACK RD. in WARD 1. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 3.06 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL and UT, URBAN THOROUGHFARE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-034 FOR APPROXIMATELY 3.06 ACRES LOCATED WEST OF SOUTH RAZORBACK ROAD NEAR THE TOWN BRANCH TRAIL IN WARD 1 FROM NS-L, NEIGHBORHOOD SERVICES – LIMITED TO R-A, RESIDENTIAL-AGRICULTURAL AND UT, URBAN THOROUGHFARE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department’s Agenda Memo from NS-L, Neighborhood Services – Limited to R-A, Residential-Agricultural and UT, Urban Thoroughfare.

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

City of Fayetteville Staff Review Form

2023-1669

Item ID

2/6/2024

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

Jonathan Curth

1/19/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0034: Rezoning (WEST OF S. RAZORBACK RD./LOONEY, 599): Submitted by COMMUNITY BY DESIGN for property located WEST OF S. RAZORBACK RD. in WARD 1. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 3.06 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL and UT, URBAN THOROUGHFARE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

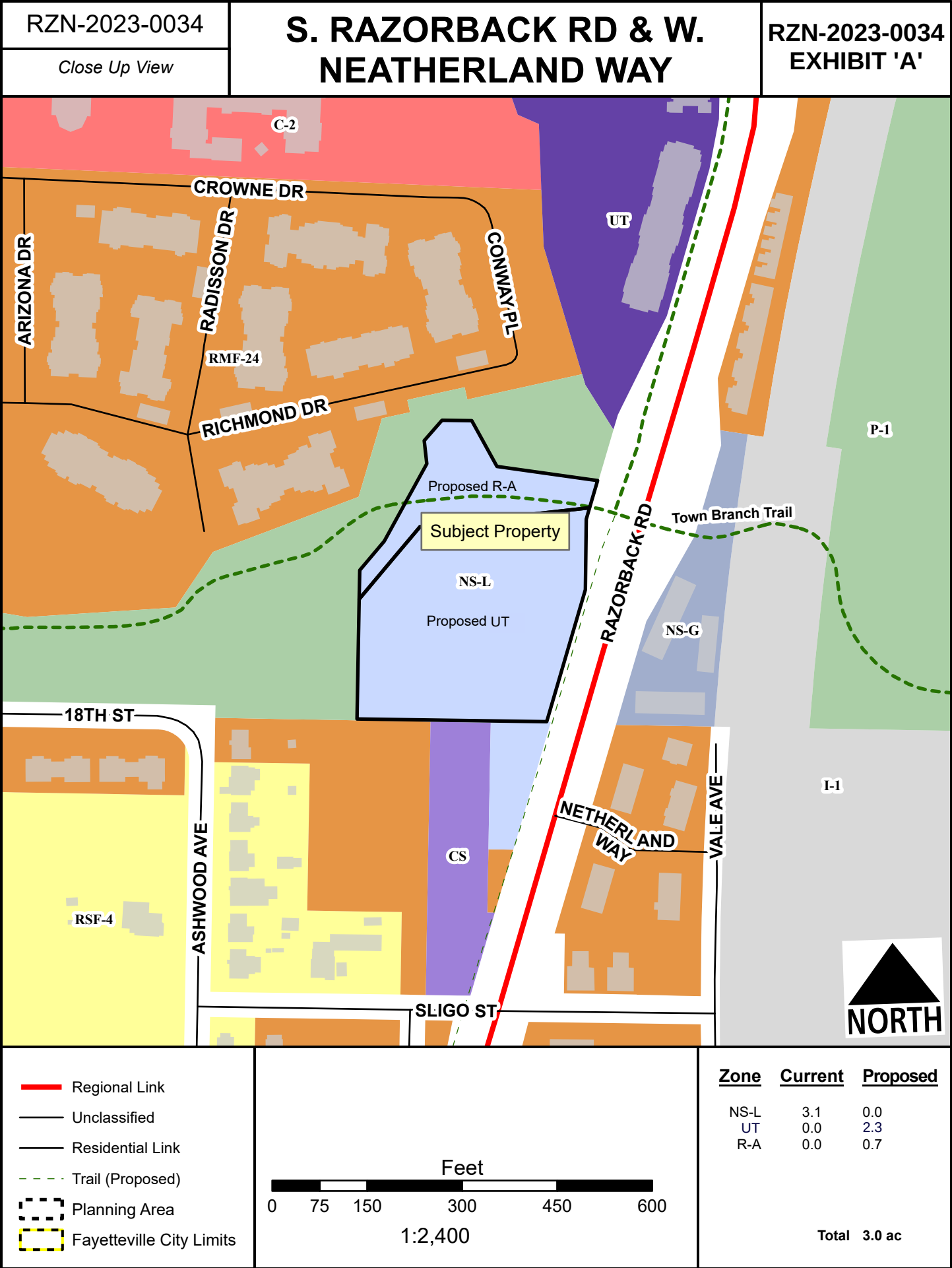


EXHIBIT 1 SURVEY DESCRIPTIONS

EXISTING PARCEL: 765-14877-000

SURVEY DESCRIPTION: A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST QUARTER OF THE SAID FORTY ACRE TRACT, AND RUNNING N87°12'59"W 128.24', S02°47'01"W 108.54', S02°43'20"W 90.32', S03°24'44"W 160.96', S12°41'18"W 136.51', S18°21'35"W 156.93', S28°17'09"W 203.04', AND S18°21'37"W 111.45', TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF HIGHWAY 112, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING THREE COURSES: S18°18'34"W 63.55' TO A SET IRON PIN, S02°42'41"W 111.28' TO A SET IRON PIN, AND S18°21'30"W 217.16' TO A SET IRON PIN, THENCE LEAVING SAID RIGHT OF WAY N87°09'11"W 299.37' TO A FOUND ½" REBAR, THENCE N03°00'26"E 234.86', THENCE N42°18'41"E 60.19', THENCE N30°46'32"E 43.82', THENCE N30°46'32"E 95.54', THENCE N04°20'32"W 36.68', THENCE N43°05'42"E 42.72', THENCE S87°10'58"E 47.00', THENCE S26°42'18"E 82.42', THENCE S79°59'51"E 160.53', TO THE POINT OF BEGINNING. CONTAINING 3.06 ACRES MORE OR LESS.

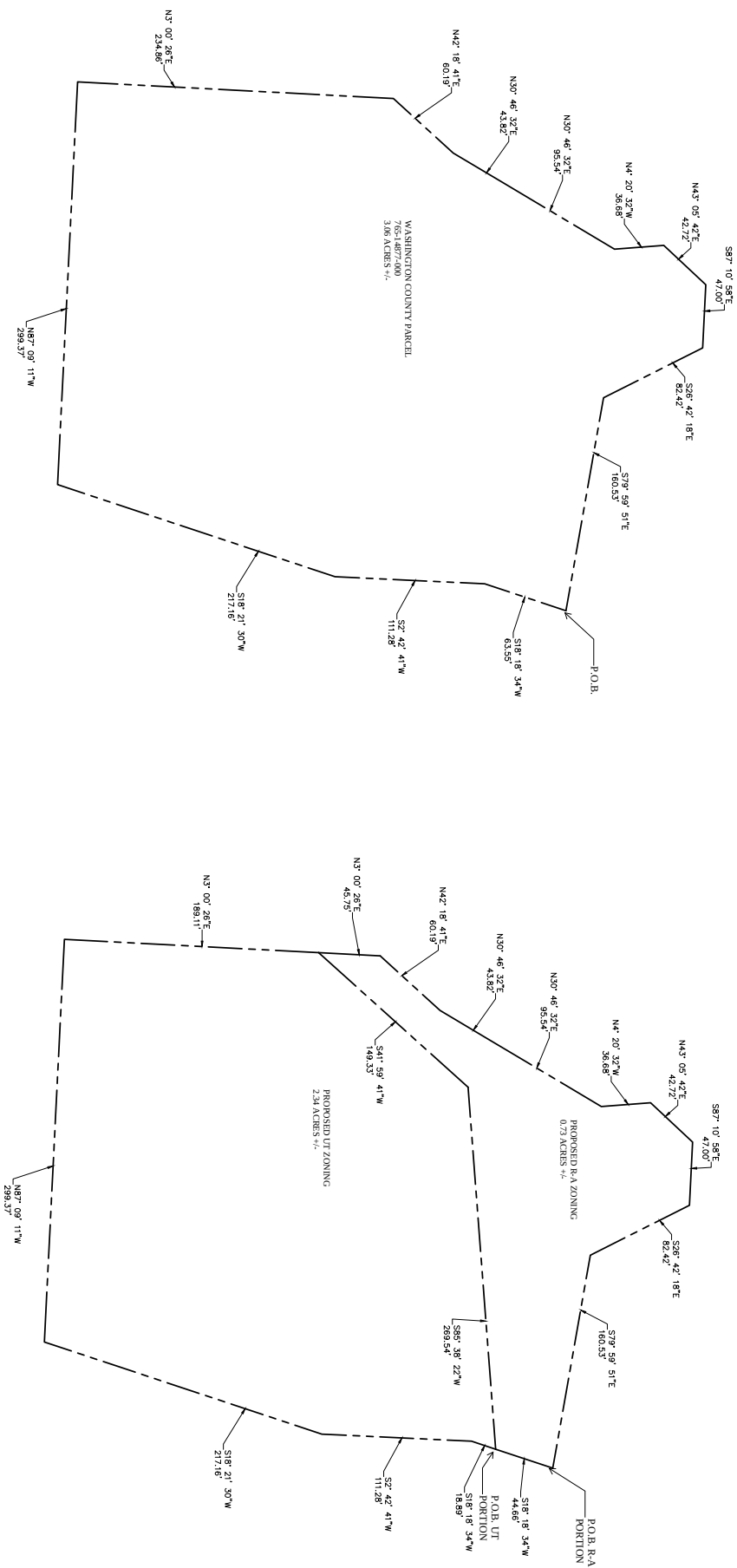
PORTION PROPOSED FOR REZONING TO UT

SURVEY DESCRIPTION: A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID FORTY ACRE TRACT, AND RUNNING N87°12'59"W 128.24', S02°47'01"W 108.54', S02°43'20"W 90.32', S03°24'44"W 160.96', S12°41'18"W 136.51', S18°21'35"W 156.93', S28°17'09"W 203.04', AND S18°21'37"W 111.45', S18°18'34"W 44.66' TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF HIGHWAY 112, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING THREE COURSES: S18°18'34"W 18.69' TO A SET IRON PIN, S02°42'41"W 111.28' TO A SET IRON PIN, AND S18°21'30"W 217.16' TO A SET IRON PIN, THENCE LEAVING SAID RIGHT OF WAY N87°09'11"W 299.37' TO A FOUND ½" REBAR, THENCE N03°00'26"E 189.11', THENCE N41°59'41"E 149.33', THENCE N85°38'22"E 269.61', TO THE POINT OF BEGINNING. CONTAINING 2.34 ACRES MORE OR LESS.

PORTION PROPOSED FOR REZONING TO R-A

SURVEY DESCRIPTION: A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID FORTY ACRE TRACT, AND RUNNING N87°12'59"W 128.24', S02°47'01"W 108.54', S02°43'20"W 90.32', S03°24'44"W 160.96', S12°41'18"W 136.51', S18°21'35"W 156.93', S28°17'09"W 203.04', AND S18°21'37"W 111.45', TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF HIGHWAY 112, AND RUNNING ALONG SAID RIGHT OF WAY S18°18'34"W 44.66', THENCE LEAVING SAID RIGHT OF WAY S85°38'22"W 269.61', THENCE S41°59'41"W 149.33', THENCE N03°00'26"E 45.75', THENCE N42°18'41"E 60.19', THENCE N30°46'32"E 43.82', THENCE N30°46'32"E 95.54', THENCE N04°20'32"W 36.68', THENCE N43°05'42"E 42.72', THENCE S87°10'58"E 47.00', THENCE S26°42'18"E 82.42', THENCE S79°59'51"E 160.53', TO THE POINT OF BEGINNING. CONTAINING 0.73 ACRES MORE OR LESS.

Page 932 of 1115





TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: January 8, 2024 (updated with results)

SUBJECT: **RZN-2023-0034: Rezoning (WEST OF S. RAZORBACK RD./LOONEY, 599):** Submitted by COMMUNITY BY DESIGN for property located WEST OF S. RAZORBACK RD. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 3.06 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL and UT, URBAN THOROUGHFARE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0034** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0034** to City Council with a recommendation of approval."*

DECEMBER 11, 2023 PLANNING COMMISSION MEETING:

On December 11, 2023, the Planning Commission voted to table this item until January 8, 2024 at the request of the applicant. Their original request was to rezone the property from NS-L to R-A and RI-U, though they asked to table their request to give themselves time to consider alternative zoning designations.

BACKGROUND:

The subject property is in south Fayetteville on the west side of Razorback Road, just south of Town Branch and about one-fifth of a mile south of the street's intersection with 15th Street. The property contains one parcel totaling 3.06 acres which, with the exception of the Town Branch Trail which bisects the northern portion of the property, is undeveloped. It received its current zoning designation of NS-L, Neighborhood Services – Limited as the result of a staff-initiated rezoning associated with the implementation of the Fayette Junction Neighborhood Plan (RZN 11-3892). Portions of the property are located within a FEMA-designated floodplain and hydric soils and a protected stream are present on site. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Town Branch Creek and Trail	P-1, Institutional
South	Undeveloped	NS-L, Neighborhood Services - Limited CS, Community Services RMF-24, Residential Multi-Family, 24 Units per Acre
East	Multi-Family Residential	NS-G, Neighborhood Services - General
West	Town Branch Creek and Trail	P-1, Institutional

Request: The request is to rezone the subject property from NS-L, Neighborhood Services - Limited to R-A, Residential-Agricultural and UT, Urban Thoroughfare.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage along Razorback Road, a partially improved Regional Link Street with asphalt paving, sidewalk, curb, and gutter. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is not available to the subject property. A water main extension would be required at the time of development.

Sewer: Sanitary sewer is available to the subject property. An existing 12-inch sewer main is present, running east to west along the south side of the property. An existing 24-inch sewer main is also present along the north side of the site.

Drainage: Any improvements or requirements for drainage will be determined at the time of development submittal. No portion of the subject property lies within the Hillside/Hilltop Overlay District, though it is located within a FEMA-designated floodplain and protected streams and hydric soils are present on site. A floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA.

Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This “protected area” is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50 feet wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited.

Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It’s important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Fire: Station 6, located at 990 S. Hollywood Ave., protects this site. The property is located approximately 1.2 miles from the fire station with an anticipated drive time

of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

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

Tree Preservation:

The proposed zoning districts, R-A, Residential-Agricultural and UT, Urban Thoroughfare, require **25% and 15% minimum canopy preservation**, respectively. The current zoning district of NS-L, Neighborhood Services - Limited requires **20% minimum canopy preservation**.

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

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact, and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

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

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **6-9** for this site with a weighted score of **9.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 990 S. Hollywood Ave.)
- Near Sewer Main (12-inch and 24-inch main, on site)
- Near Water Main (six-inch main, Razorback Road)
- Near U of A Campus
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Town Branch Trail)
- Near Razorback Bus Stop (Route 48)
- Appropriate Future Land Use (City Neighborhood)
- Within Master Plan Area (Fayette Junction Neighborhood)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds the requested rezoning to be mostly compatible with existing land use and zoning patterns in the surrounding area. The subject property is bordered to the north, east, and west by multi-family dwellings and it's bordered to the south by smaller lots which are either undeveloped or developed with single-family dwellings. Access to the property is limited with a portion of Razorback Road that is owned and maintained by the Arkansas Department of Transportation (ARDOT) being the only public street adjacent to the site. Platted right-of-way is present to the south which could eventually be developed to provide access to the site from Sligo Street. Opportunities for cross connectivity are otherwise limited due to the presence of a protected stream, Town Branch, which roughly serves as the north and west boundary of the site. Rezoning 0.73 acres of land along the north side of the property to R-A, Residential-Agricultural could help to conserve that protected stream and the land surrounding it by limiting the scale and nature of development in that area. Rezoning the remainder of the site to UT, Urban Thoroughfare could allow for increased development outside of sensitive areas which may be comparable to, and compatible with, adjacent residential uses. While the applicant has indicated an intent to develop the southern half of the site with a mixture of single-, two-, three-, and four-family dwellings and potentially some commercial uses, staff acknowledges that a rezoning to UT would allow for a greater variety of land uses by right, including gasoline service stations, transportation trades and services, and liquor stores. Those uses are not permitted or conditional uses in the existing NS-L zoning district. The applicant has also indicated that, while the land uses permitted in the NS-L zoning district are generally aligned with their development plans for the site, they are pursuing a rezoning to UT in order to provide greater flexibility in terms of lot size, density, and setbacks. While a rezoning to CS, Community Services may be more appropriate, since that zoning district has comparable lot size, density, and setback requirements with more restrictive land use allowances, staff finds UT to be generally compatible with the zoning and development patterns in the surrounding area.

Land Use Plan Analysis: Staff finds the applicant's request to be mostly consistent with the City's land use and zoning plans. The subject property is designated as City Neighborhood and Natural Area in the City Plan 2040 Future Land Use Map, and it is located within a Tier Two Center as indicated on the plan's Growth Concept Map. Staff finds that a rezoning to R-A and UT could support those designations since a rezoning to R-A could help conserve natural areas, and a rezoning to UT could support the development of a mixed-use center along a major thoroughfare. Staff also finds the requested rezoning to be aligned with Goals 1, 4, and 6 of City Plan 2040 since it would encourage increased development in an area that has a relatively high infill score ranging between 6 and 9, and since it would allow for the creation of additional housing units near a paved trail and bus routes. Staff finds that the requested rezoning may run afoul with Goal 3 of City Plan

2040, though, since it would allow for increased development on a site that currently has limited opportunities for cross connectivity.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning from NS-L to R-A and UT is justified since it would encourage the conservation of natural resources and the development of denser residences along a major thoroughfare. The existing NS-L zoning district has more limited bulk and area and setback regulations, and it does not allow multi-family dwellings by right.

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

Finding: A rezoning from NS-L to R-A and UT has the potential to increase traffic at this location when considering that UT would allow for development that is greater in density and intensity than the existing NS-L zoning. Staff also finds that allowing denser development on a property that has limited opportunities for cross access and only has frontage along a Regional Link Street could potentially result in the creation of increased traffic danger and congestion. However, staff finds that increased traffic danger and congestion could be offset by the property's proximity to the Town Branch Trail and a Razorback Transit bus stop.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets and sanitary sewer. A water main extension will be required, and any necessary upgrades or improvements to existing infrastructure will be determined, at the time of development. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0034 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>January 8, 2024</u>	☐ Tabled	☒ Forwarded with a recommendation of approval	☐ Denied		
Motion: Payne					
Second: Brink					
Vote: 8-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.03 District R-A, Residential-Agricultural
 - §161.18 NS-L, Neighborhood Services – Limited
 - §161.24 Urban Thoroughfare
- Request Letter
- Applicant Exhibit
- 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
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

- (C) *Density.*

Units per acre	One-half (½)
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- (D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

- (E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

- (F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

- (G) *Building area.* None.

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 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
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 45	Small scale production

(C) *Density.*

Units per acre	Ten (10) or less
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(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family 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	3 stories
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- (G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None

Non-residential	None
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(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

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

(G) *Minimum buildable street frontage.* 50% of the lot width.

December 8, 2023

Via Email: jmasters@fayetteville-ar.gov

Ms. Jessica Masters
Zoning and Development Administrator
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Razorback Road Parcel 765-14877-000 – Rezone Request – RZN 2023 0034

Ms. Masters,

I am writing to modify the rezone request previously submitted for this property on November 1, 2023. After further consideration, the Owner wishes to modify the request and replace the originally requested Residential Intermediate Urban (RI-U) proposed area with Urban Thoroughfare (UT). The originally requested Residential Agricultural (R-A) Zoning area remains a part of the proposal. Please find the following revised documents required for processing the rezoning request:

- One (1) copy of Exhibit #1 – Survey Descriptions of Property to be Rezoned
- One (1) copy of Exhibit #2 – Description Map of Property to be Rezoned
- One (1) copy of Exhibit #3 – Written Description of Request per City of Fayetteville Rezoning Application

The Owner of the property is making plans to build single, two, three, and four-family buildings and potentially mixed-use buildings on the property. The primary reason for the zoning change request is that the owner would like to utilize more flexible bulk, area, and setback regulations that other zoning districts offer. Along with an encouragement for mixed-use, the UT district provides the more flexible bulk, area, and setback regulations. Making possible a more compact development which will help to preserve trees and streamside in the area proposed for R-A zoning.

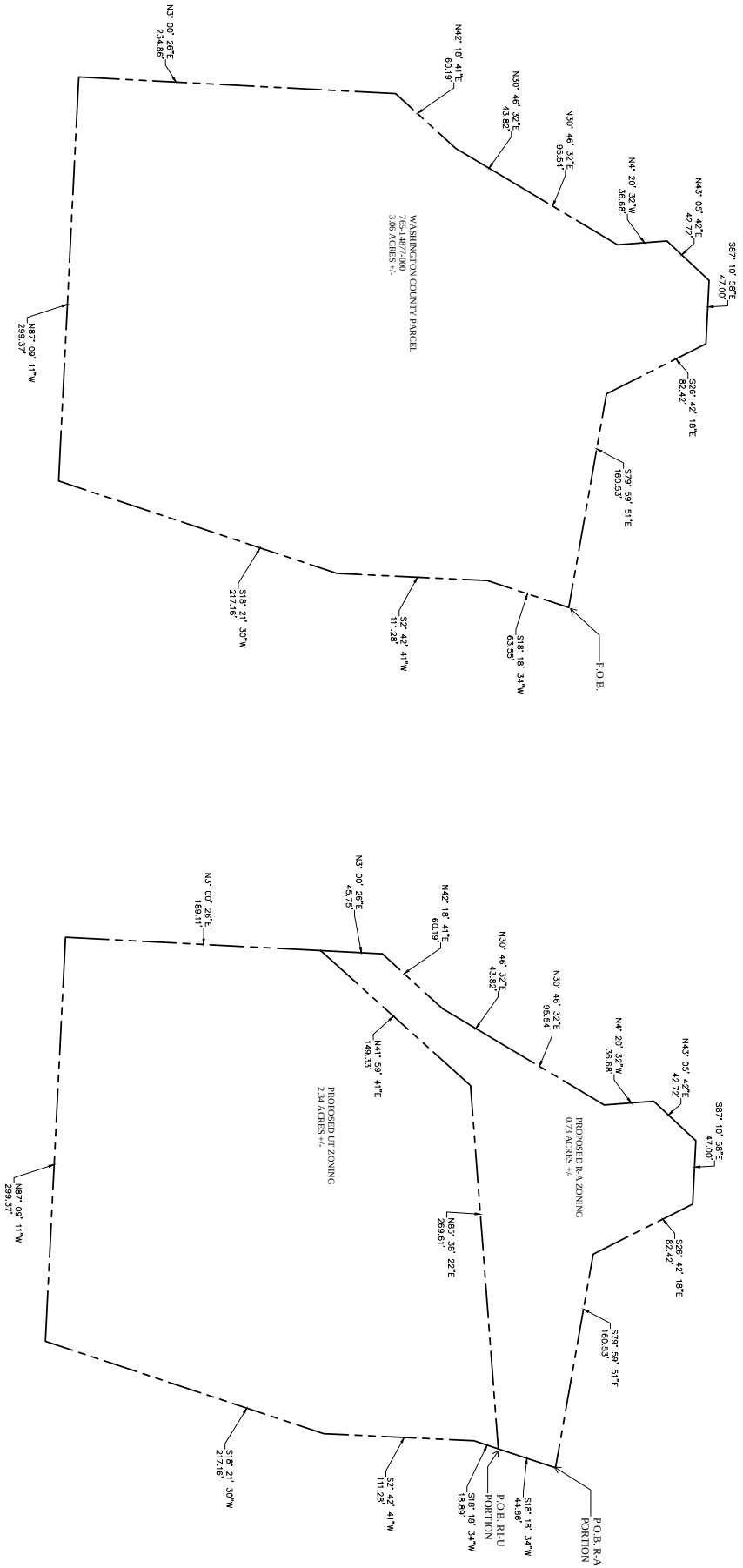
Please let me know if you have any questions or if you need additional information in order to process this request.

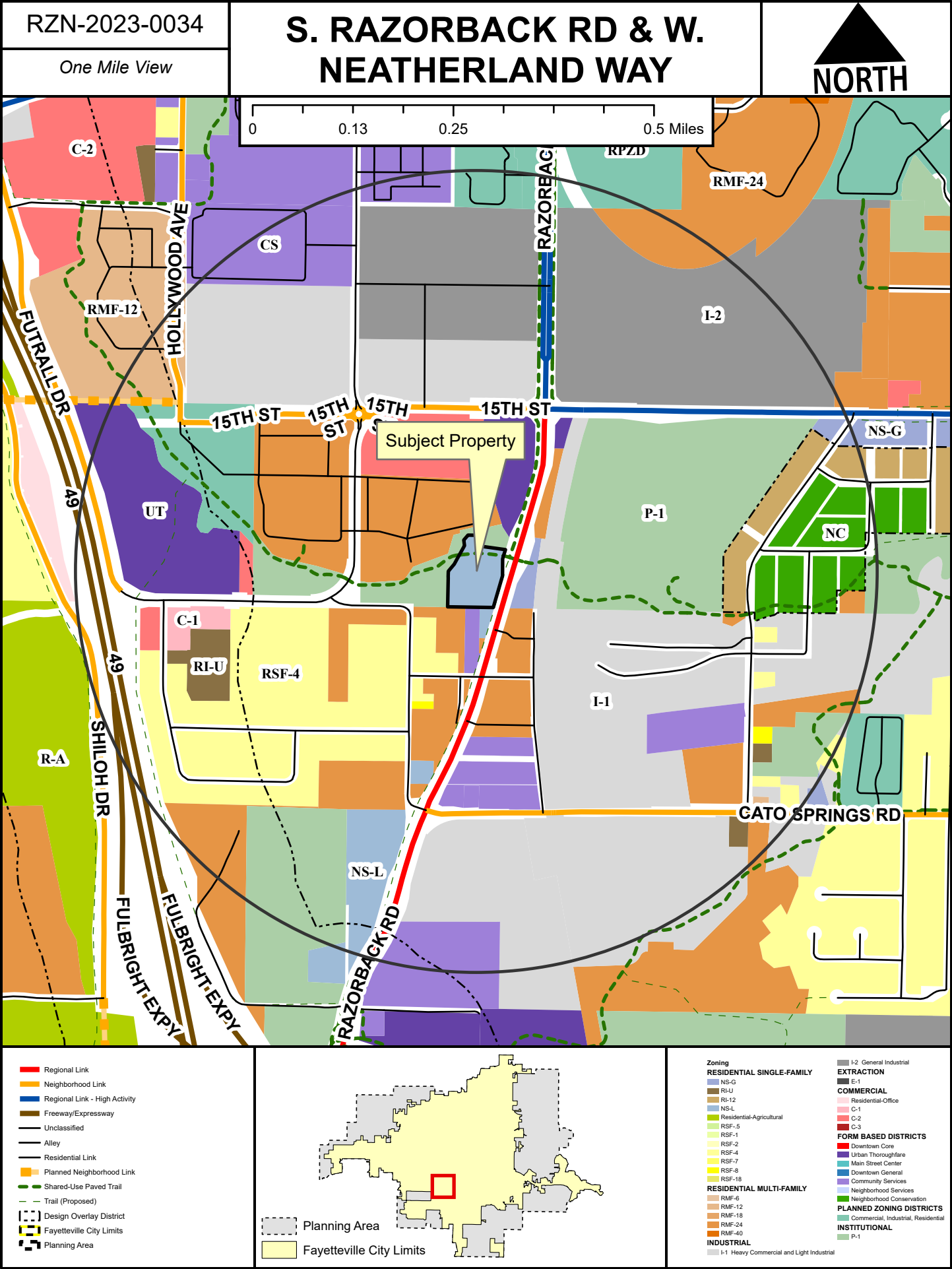
Sincerely,

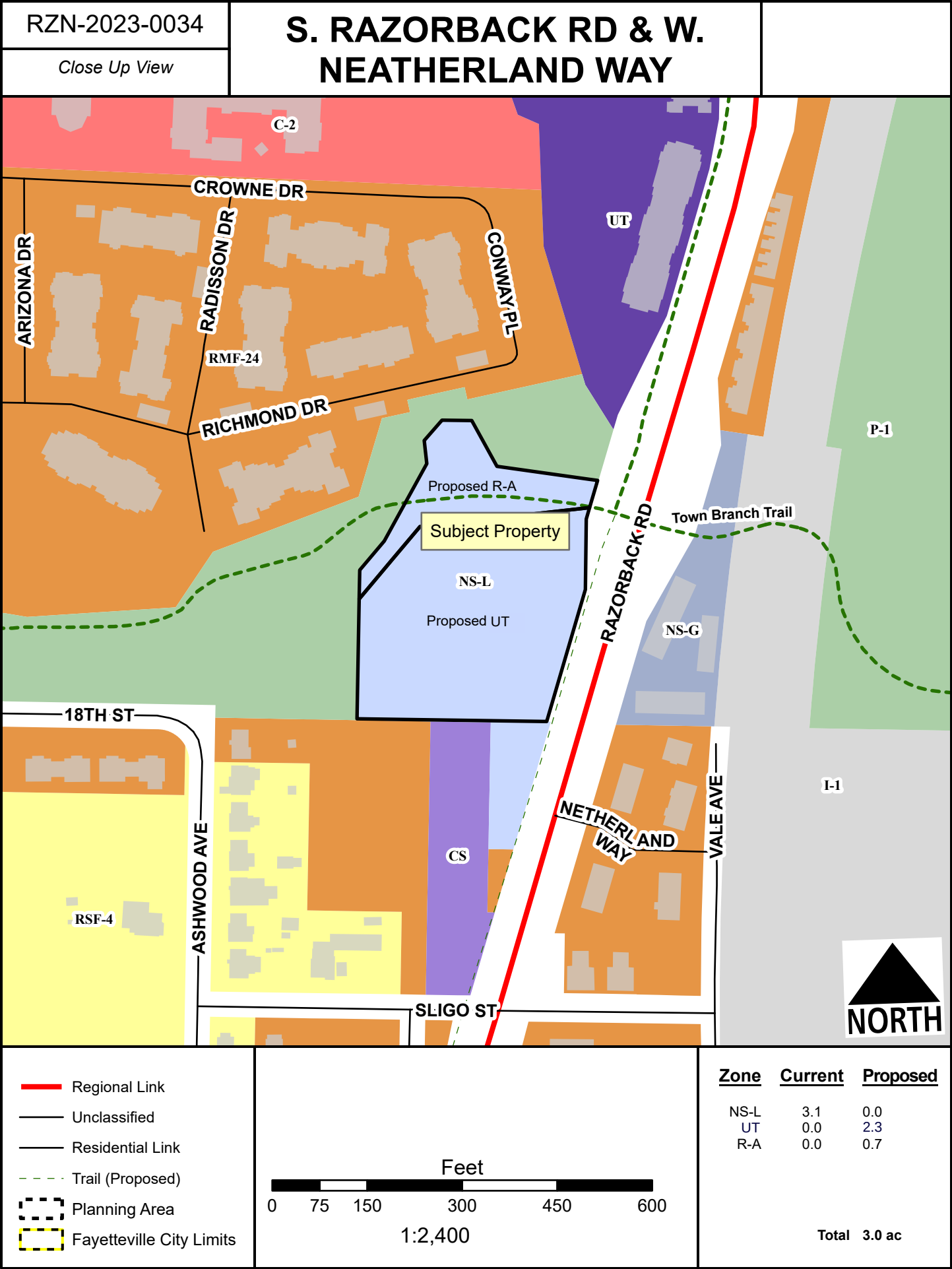


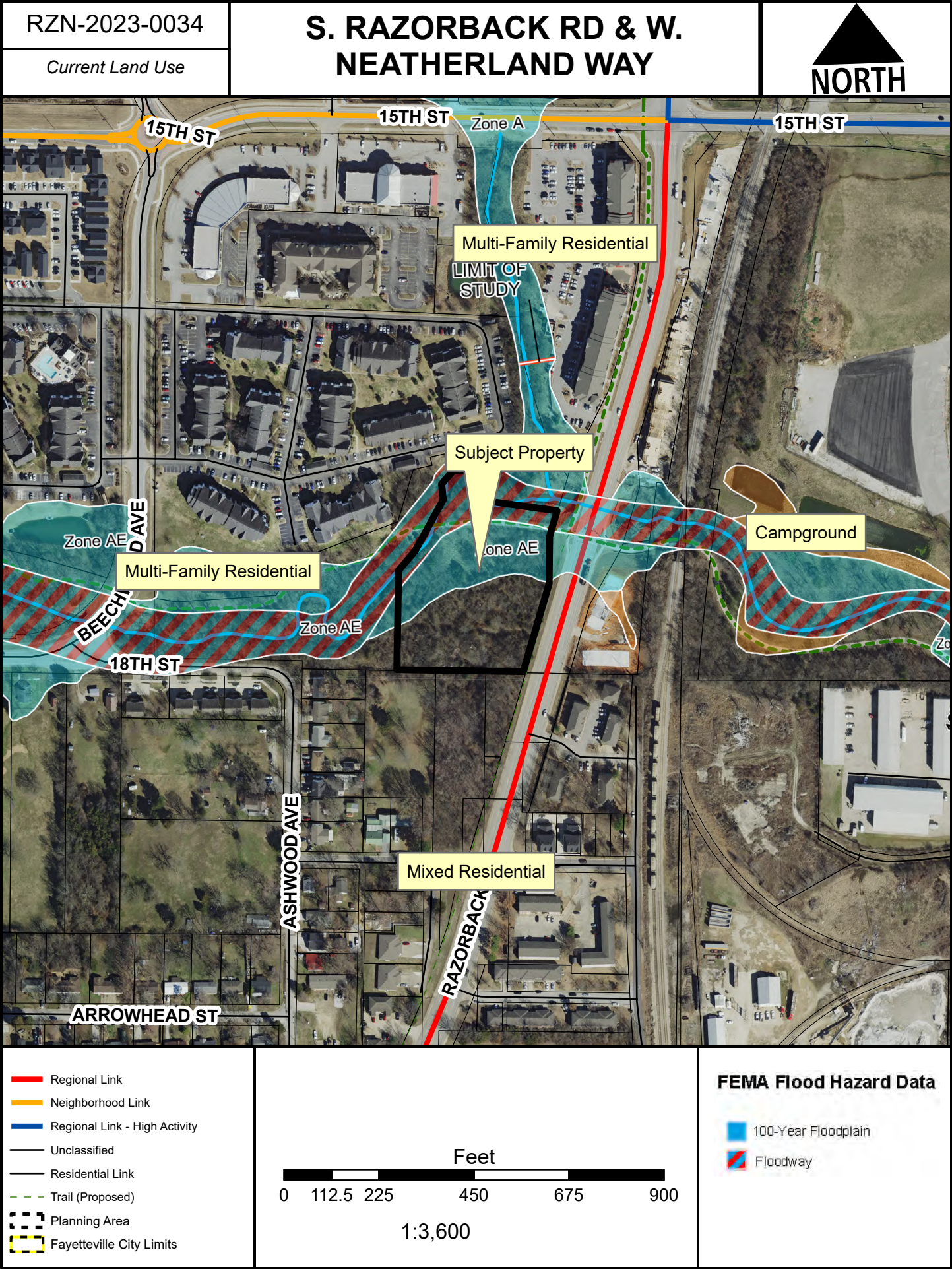
Brian Teague
Community By Design

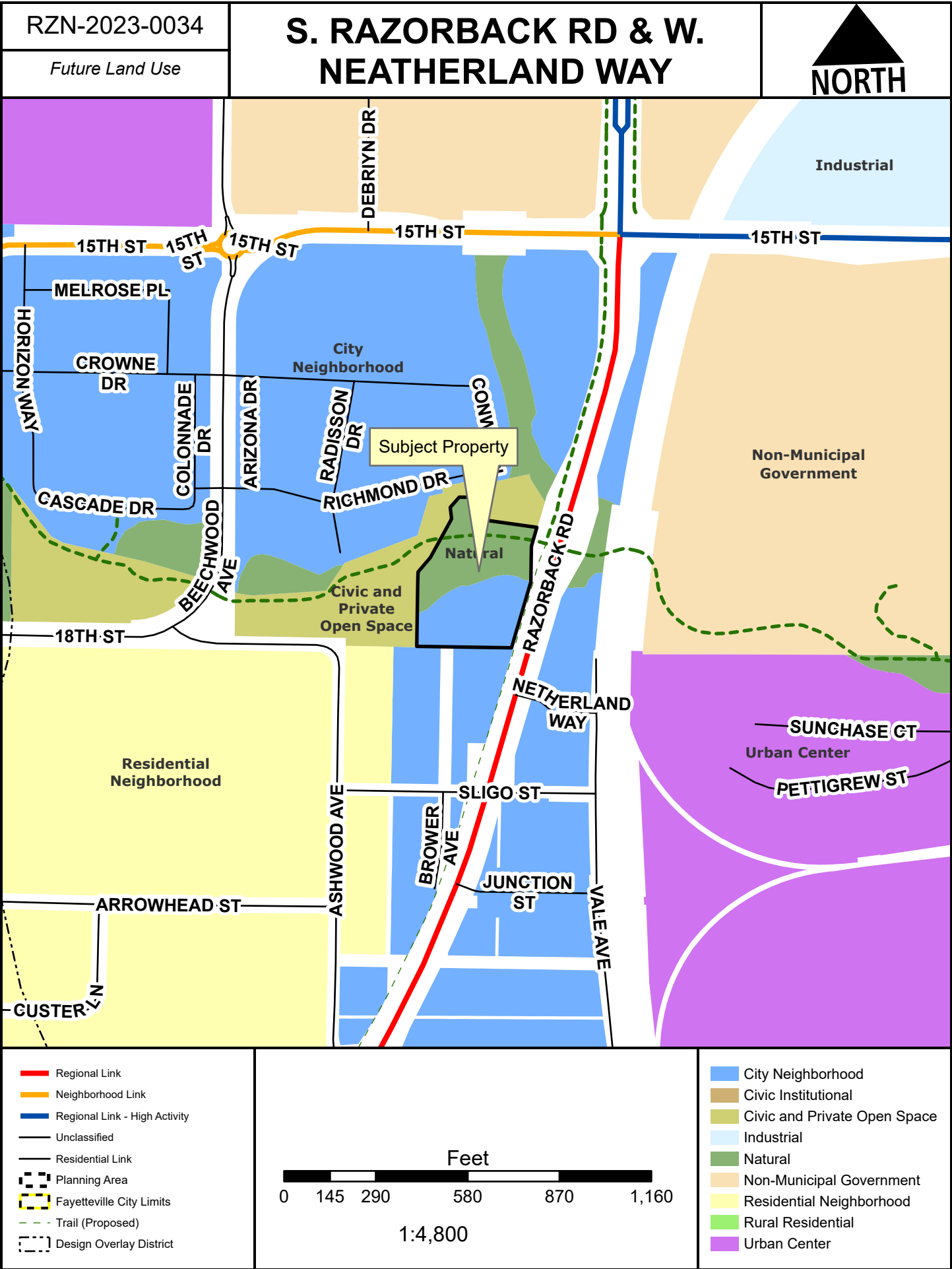
EXHIBIT 2 - DESCRIPTION MAP



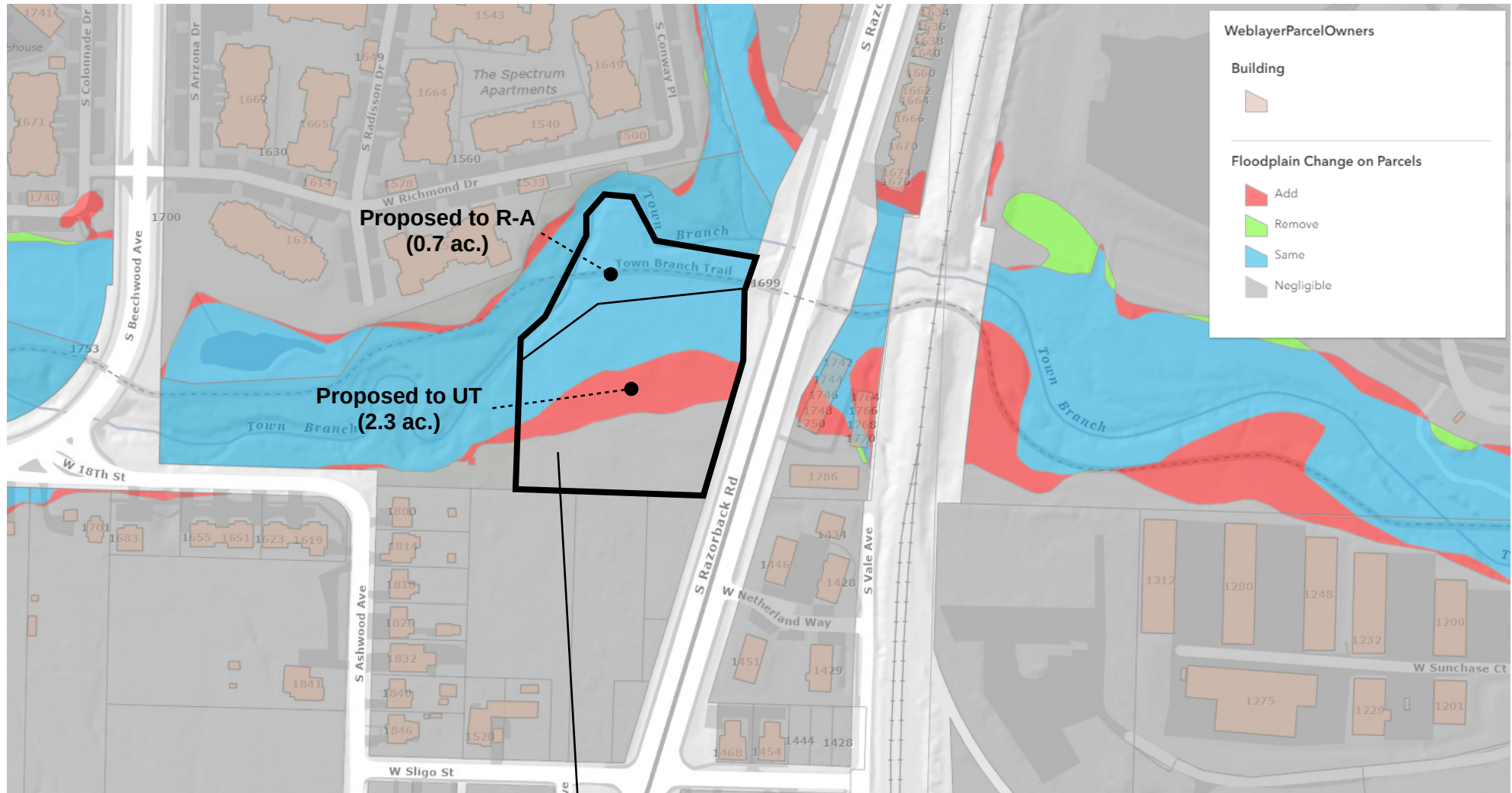








Updated FEMA Floodplain Near RZN-2023-0034/Looney





MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **CUP-2023-0171: Conditional Use Permit (1006 E. SPARROW CIR/VAN WINKLE, 603): Submitted by GREGORY VAN WINKLE for property located at 1006 E. SPARROW CIR. in WARD 1. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contains approximately 0.10 acres. The request is to reconsider the denial of the residence as a short-term rental.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend denial of a request to reconsider a conditional use permit for a short-term rental as described and shown below.

BACKGROUND:

The subject property is in south Fayetteville southeast of the intersection of S. Morningside Dr. and E. 15th St. The 0.10-acre property is zoned RSF-8, Residential Single-Family, Eight Units per Acre and is not part of any overlay districts. The property is developed with a 1,730 square foot single-family structure built in 2022. On September 25, 2023, the Planning Commission voted 1-7-0 to deny a conditional use permit to use the property as a Type-2 short-term rental. Type-2 short-term rentals are housing units not intended for long-term occupancy by an owner or renter. A subsequent appeal of this denial to the City Council failed due to the applicant not meeting time, form, and place requirements. A zoning violation letter for operating a short-term rental illegally was issued on October 25 and escalated to the city prosecutor on December 5. The applicant has requested that the conditional use request be reconsidered pursuant to §163.02(D), which requires that the Planning Commission make a determination on changed conditions or new circumstances prior to hearing the new request.

Request: The applicant requests reconsideration for the denial of a conditional use permit to use the property as a Type 2 short-term rental. The reconsideration request was denied by the Planning Commission on January 8, 2024.

Findings: Staff does not find evidence of changed conditions or new circumstances that would warrant a reconsideration by the Planning Commission. Of the four items listed in the applicant's letter, three have not changed since the previous application. The applicant states they will limit guests to a maximum of eight; however, an occupancy limit of eight guests was a recommended condition of approval for the previous report and does not constitute a change. Additionally, the applicant states that a maximum of four cars will be

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

permitted to park on the property with no on-street parking permitted. The staff report and applicant letter for the previous conditional use request list a maximum of four off-site parking spaces. Further, on-street parking is not legal in close proximity to this location due to the presence of a fire hydrant and associated fire lane. As such, staff does not find the described parking limitations on the property and street to constitute a change of circumstances. The final item that the applicant cites as a change of circumstance is the monitoring of the property via a property manager and cameras. As the monitoring of the property was not discussed in the previous report, staff is unable to determine if this constitutes a change.

DISCUSSION:

At the January 8, 2024, Planning Commission meeting, a vote of 2-6-0 denied the request to reconsider the conditional use request. Commissioner Winston made the motion and Commissioner Sparkman seconded. Staff presented their findings. The applicant's attorney noted that their client had adopted all recommendations for parking and traffic from the previous request and stated other concerns from staff and the commission, such as the density of short-term rentals, are out of his client's control. The attorney also cited staff's previous recommendation of approval. Commissioners voting against the reconsideration cited staff's current recommendation, as well as the inability of any short-term rental property to control the density of other short-term rentals in the area or parking within a neighborhood. Commissioners Brink and Payne voted in favor of the reconsideration request. Commissioner Holcomb was absent, and all other commissioners voted against the reconsideration. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: Appeal Letter (#3), City Council Member Sponsor: Berna (#4), City Council Member Sponsor: Bunch (#5), City Council Member Sponsor: Jones (#6), City Attorney Memo (#7), Exhibit A (#8), Planning Commission Staff Report (#9), Memo - Kit Williams (#10)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1675

CUP-2023-0171: Conditional Use Permit (1006 E. SPARROW CIR/VAN WINKLE, 603): Submitted by GREGORY VAN WINKLE for property located at 1006 E. SPARROW CIR. in WARD 1. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contains approximately 0.10 acres. The request is to reconsider the denial of the residence as a short-term rental.

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, SARAH BUNCH, AND D'ANDRE JONES AND REFER CONDITIONAL USE PERMIT CUP 2023-171 BACK TO THE PLANNING COMMISSION TO CONSIDER THE APPLICATION FOR A SHORT TERM RENTAL AT 1006 EAST SPARROW CIRCLE IN WARD 1

WHEREAS, on September 25, 2023, the Planning Commission voted to deny a conditional use permit to use the property located at 1006 East Sparrow Circle as a Type-2 short-term rental; and

WHEREAS, an appeal of that denial to the City Council failed due to the applicant not meeting time, form, and place requirements of § 155.02 of the Unified Development Code; and

WHEREAS, pursuant to § 163.02(D) of the Unified Development Code “no application for a conditional use will be considered by the Planning Commission within twelve (12) months from the date of final disapproval of a proposed conditional use unless there is evidence of changed conditions or new circumstances which justify reconsideration submitted to the Planning Commission”; and

WHEREAS, the applicant submitted a new conditional use request for the same property within twelve months of the final disapproval of its previous conditional use request and on January 8, 2024, the Planning Commission voted against hearing the new application; and

WHEREAS, Council Members Scott Berna, Sarah Bunch, and D’Andre Jones properly appealed the Planning Commission denial of the applicant’s request to hear the new conditional use request.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines, pursuant to § 163.02(D) of the Unified Development Code, that the applicant for a proposed short-term rental at 1006 East Sparrow Circle has provided sufficient evidence of changed conditions or new circumstances which justify the consideration of the application prior to the expiration of twelve months; therefore, conditional use permit CUP-2023-171 is hereby referred back to the Planning Commission for consideration of the full application.

AUNDREA STONE HANNA, P.L.L.C.

ATTORNEY AT LAW

ATTORNEYS
Aundrea Stone Hanna
Casey D. Copeland

120 N. 16th St.
P.O. Box 163
Fort Smith, Arkansas 72902
Phone: 479.242.5874
Facsimile: 479.242.1924
www.aundreahannalaw.com

SENDER'S EMAIL:
aundrea@aundreahannalaw.com
caseycopeland@aundreahannalaw.com

January 9, 2024

City of Fayetteville, Arkansas
City Council Members
Mayor & City Clerk

RE: **GVW Investments, LLC** vs. Fayetteville City Planning Commission
Appeals from **CUP-2023-0170 & CUP-2023-0171**
Commission action on appeal dated **January 8, 2024**

Dear Members of the Fayetteville City Council, Mayor, and City Clerk:

The appellant here is GVW Investments, LLC, ("GVW") owned and operated by Greg Van Winkle, who are represented herein by attorney Casey D. Copeland (#2005022), PO Box 163 Ft. Smith, AR 72902.

This appeal is brought pursuant to Section 155.05 of the Uniform Development Code within the Code of Ordinances for the City of Fayetteville (referenced herein as "UDC"). At issue is the Planning Commission's January 8, 2024 denial of GVW's request for reconsideration pursuant to Section 163.02(D) of the UDC. That reconsideration request stems from the previous denial of a conditional use permit application by the Planning Commission at their September 25, 2023 meeting. The September application numbers are CUP-2023-0104 and CUP-2023-0105; and the applications on appeal here are CUP-2023-0170 and CUP-2023-0171.

Attached to this letter are copies of the Planning Commission Memo prepared for the January 8, 2024 meeting, which also include the Planning Commission Memo for the September 25, 2024 meeting.

Pursuant to Section 155.03 of the UDC, we also request a stay of the effect of the Planning Commission so that the application remains within the current cap on short-term rental units until the Council has an opportunity to hear and determine this appeal. Section 155.03 simply reads "*An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.*" We believe a reasonable interpretation of this section would mean GVW's applications continue to fall within the current cap, and would request confirmation of this by the Council.

This issue began with the Planning Commission meeting on September 25, 2023, at which GVW Investments presented three (3) conditional use permit applications pursuant to Section 163.02 of the UDC. Two (2) of GVW's original applications (CUP-2023-0104 and CUP-2023-0105) were denied by the Planning Commission, while the third was approved. The recording of the Planning Commission discussion of the two (2) items at issue in this appeal can be found at the 01:12:43 and 1:31:16 time-stamps at the following link:

<http://reflect-fayetteville-ar.cablecast.tv/CablecastPublicSite/show/8000?seekto=4363&site=1>

With regard to the original applications, Planning Department staff recommended approval with conditions. Those conditions included occupancy limitations, and parking restrictions. GVW was accepting of the staff recommendations on September 25, 2023, and those recommendations remained unchanged for January 8, 2024. Regardless, the occupancy and parking issues were not the primary concerns of the Planning commission. Instead members of the Planning Commission primarily focused on the potential impact on first-time homeowners, ignoring the fact that the properties were already subject to long-term rentals, i.e., not homeowners. Concerns about traffic and safety were also raised, without any substantive discussion or presentation of data indicating any negative effects caused by short-term rentals. No public comment was made either to Planning staff or the Planning Commission with regard to the original applications. In short, the Planning Commission discussed and ultimately denied two (2) of GVW's applications for reasons unrelated to real or identifiable facts. The Planning Commission also ignored the fact that the properties, like many others, will likely remain a long-term rental property, and not become the property of the first-time homeowners for whom the Planning Commission expressed concern. Unfortunately, an appeal could not be perfected to the City Council from that September 25, 2023 in time and to form. The attempted appeal was rejected by the City Attorney's office, and thus was never presented for your consideration.

That being the case, and with the short-term rental cap looming, GVW's only viable option was to request reconsideration pursuant to Section 163.03(D) of the UDC, which reads, *"Approval/Reconsideration. No application for a conditional use will be considered by the Planning Commission within twelve (12) months from the date of final disapproval of a proposed conditional use unless there is evidence of changed conditions or new circumstances which justify reconsideration submitted to the Planning Commission."* The terms "changed conditions" and "new circumstances" are not defined in that section of the UDC, nor in "Definitions" section 151.01 of the UDC. Whether or not these undefined "changed conditions" or "new circumstances" existed was the only consideration the Planning Commission gave to GVW's new applications (CUP-2023-0170 and CUP-2023-0171) on January 8, 2024.

In a reversal from their September memo, Planning staff now recommended against GVW's request for reconsideration because staff believed there were no "changed conditions" or "new circumstances". The Planning Commission agreed. However, Planning staff focused primarily on the their own recommendations from September, which are the same as those they recommend to the Planning Commission now. Thus, according to Planning staff, there is no "changed conditions" or "new circumstances". Such a construction of Section 163.03(D) of the UDC logically removes input and control by applicants such as GVW, and in effect provides Planning staff and the Planning Commission with an impenetrable excuse to deny any reconsideration request. Further, given the issues focused on by the Planning Commission on

September 25, 2023, i.e., density, traffic, and impact on first-time homeowners, it's even more unclear how any applicant could satisfy the limited construction of "changed conditions" or "new circumstances" applied in this instance.

As such, meeting the burden of "changed conditions" or "new circumstances" becomes overwhelmingly difficult without knowing what factors, considerations, data, or other matters are or are not relevant. This ambiguity in the Section 163.03(D) of the UDC creates an unfair disadvantage to applicants such as GVW who were denied for nebulous reasons unrelated to the specific properties in question. In the end however, the Planning Commission is not the final authority on the meaning of the UDC. The City Council can take up GVW's request, and determine if there is merit in the reconsideration.

GVW believes that the adoption of the prior recommendations, along with the added provision of monitoring and enforcement of such rules by the owner and manager constitute a change in condition or "new circumstance" which warrants reconsideration by either the Planning Commission or the City Council. GVW also believes the conditions and circumstances are much more changed and new given that the Planning Commission announced at the January 8, 2024 meeting that the short-term rental cap has been met, meaning that GVW's investment in the properties in question will be significantly impacted without swift approval of the applications at issue on appeal.

In conclusion, GVW is asking that three (3) or more members of the City Council give them an opportunity to present this matter to the full council, and that the City Counsel reverse the decision of the Planning Commission regarding the reconsideration of CUP-2023-0170 and CUP-2023-0171 at the January 8, 2024 meeting.

Please feel free to contact myself or GVW if you have any questions about this request for appeal.

Respectfully,



Casey D. Copeland
Ark. Bar # 2005022 CRT # 2023-10
NACC Child Welfare Law Specialist

GVW Investments, LLC,
Greg Van Winkle,
Applicant

September 25, 2023, i.e., density, traffic, and impact on first-time homeowners, it's even more unclear how any applicant could satisfy the limited construction of "changed conditions" or "new circumstances" applied in this instance.

As such, meeting the burden of "changed conditions" or "new circumstances" becomes overwhelmingly difficult without knowing what factors, considerations, data, or other matters are or are not relevant. This ambiguity in the Section 163.03(D) of the UDC creates an unfair disadvantage to applicants such as GVW who were denied for nebulous reasons unrelated to the specific properties in question. In the end however, the Planning Commission is not the final authority on the meaning of the UDC. The City Council can take up GVW's request, and determine if there is merit in the reconsideration.

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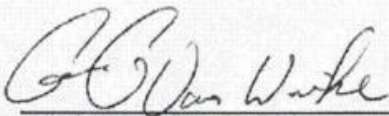
In conclusion, GVW is asking that three (3) or more members of the City Council give them an opportunity to present this matter to the full council, and that the City Counsel reverse the decision of the Planning Commission regarding the reconsideration of CUP-2023-0170 and CUP-2023-0171 at the January 8, 2024 meeting.

Please feel free to contact myself or GVW if you have any questions about this request for appeal.

Respectfully,

Casey D. Copeland

Ark. Bar # 2005022 / CRT # 2023-10
NACC Child Welfare Law Specialist



GVW Investments, LLC,
Greg Van Winkle,
Applicant

From: [Paxton, Kara](#)
To: [CityClerk](#)
Subject: FW: Planning Commission Appeal
Date: Friday, January 12, 2024 11:01:08 AM
Attachments: [image001.png](#)

Good morning,

Please archive the below email I received regarding an appeal from Council Member Berna.

Thank you,

Kara Paxton
MSISM, MMC, CAMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323



From: Berna, Scott <scott.berna@fayetteville-ar.gov>
Sent: Thursday, January 11, 2024 7:42 PM
To: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>
Cc: Casey Copeland <caseycopeland@aundreahannalaw.com>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; %20mike.wiederkehr@fayetteville-ar.gov; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Re: Planning Commission Appeal

I will agree to the appeal

Scott Berna
Ward 3 Position 1
Fayetteville City Council

On Jan 11, 2024, at 7:26 PM, Bunch, Sarah <sarah.bunch@fayetteville-ar.gov> wrote:

Everyone,

I have spoken with Mr. Van Winkle, and based on our discussion I have decided to back

his appeal. I asked him if he was aware Fayetteville had met its cap for STRs, and he assured me he was in the last group awaiting approval. I will try to verify this tomorrow.

From what we discussed it sounds like he has made several changes to the property that might make his appeal more agreeable this time, but I will check into this tomorrow as well. I believe he still needs 2 more council members to back this appeal.

Sarah Bunch

Sent from my iPhone

On Jan 8, 2024, at 9:46 PM, Casey Copeland
<caseycopeland@aundreahannalaw.com> wrote:

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

Members of the Fayetteville City Council,

I represent Mr. Greg Van Winkle in regards to recent denials of conditional use permits related to short-term rental applications. Two of my client's applications were denied reconsideration at tonight's Planning Commission meeting, and my client would like to appeal that denial pursuant to Section 155.05 of the UDC. Further, my client would like to request a stay pursuant to Section 155..03, so that the currently applicable cap on short-term rentals will not exclude future approval of the applications at issue on appeal.

Briefly for now, the only issue determined by the Planning Commission tonight was that my client's request for reconsideration (Section 163.02) was denied for lack of changed circumstances. I will be presenting you with our argument against that decision by letter in the next day or two. In the meantime, if you believe you might be willing to give Mr. Van Winkle an opportunity to make his case to the City Council, we would appreciate such support; understanding that your support of an appeal may or may not result in your support of my client on the full merits of his appeal to the Council.

In short, we hope that you will give him the chance to make his case to the Council, and let the elected representative of the people of Fayetteville decide whether his application can or should move forward.

Until then, we thank you all for your consideration.

Respectfully,

Casey D. Copeland, Ark. Bar # 2005022

AUNDREA STONE HANNA, PLLC

120 N. 16th St., Fort Smith, AR 72902; 479-242-5874

3300 Market St, #135, Rogers, AR 72758; 479-412-4728

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From: [Paxton, Kara](#)
To: [CityClerk](#)
Subject: FW: Planning Commission Appeal
Date: Friday, January 12, 2024 11:02:23 AM
Attachments: [image001.png](#)

Good morning,

Please archive the below email I received regarding an appeal from Council Member Bunch.

Thank you,

Kara Paxton
MSISM, MMC, CAMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323



From: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>
Sent: Thursday, January 11, 2024 7:27 PM
To: Casey Copeland <caseycopeland@aundreahannalaw.com>
Cc: Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; %20mike.wiederkehr@fayetteville-ar.gov; Berna, Scott <scott.berna@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Re: Planning Commission Appeal

Everyone,

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Sent from my iPhone

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In short, we hope that you will give him the chance to make his case to the Council, and let the elected representative of the people of Fayetteville decide whether his application can or should move forward.

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Casey D. Copeland, Ark. Bar # 2005022
AUNDREA STONE HANNA, PLLC
120 N. 16th St., Fort Smith, AR 72902; 479-242-5874
3300 Market St, #135, Rogers, AR 72758; 479-412-4728

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From: [Paxton, Kara](#)
To: [CityClerk](#)
Subject: FW: Planning Commission Appeal
Date: Friday, January 12, 2024 11:01:39 AM
Attachments: [image001.png](#)

Good morning,

Please archive the below email I received regarding an appeal from Council Member Jones.

Thank you,

Kara Paxton
MSISM, MMC, CAMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323



From: D'Andre Jones <dre91732000@gmail.com>
Sent: Thursday, January 11, 2024 7:33 PM
To: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>
Cc: Casey Copeland <caseycopeland@aundreahannalaw.com>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; %20mike.wiederkehr@fayetteville-ar.gov; Berna, Scott <scott.berna@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Re: Planning Commission Appeal

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Good evening thanks Council member Bunch, I have spoken to Mr Van Winkle and I will be supporting the appeal as well!!
Sent from my iPhone

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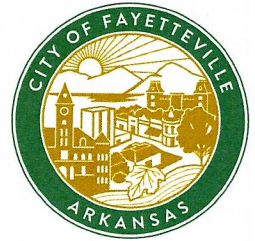
3300 Market St, #135, Rogers, AR 72758; 479-412-4728

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OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



TO: **Mayor Jordan**
City Council

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Development Services Director
Jesse Masters, Development Review Manager

FROM: **Kit Williams**, City Attorney

DATE: **January 11, 2024**

RE: **Letter from Attorney Casey Copeland**

Attorney Casey Copeland sent the Mayor and City Council a letter dated January 9, 2024 that needs some clarification. The January 8th Planning Commission decision was not a reconsideration of Planning Commission's decision to deny his client's request for a conditional use permit in September. The Planning Commission did not reconsider whether their September denial was correct or justified. Instead, the Planning Commission simply considered whether the applicant had submitted "evidence of changed conditions or new circumstances which justify reconsideration." §163.02 (D).

The Planning Commission's decision that the applicant failed to submit sufficient evidence of changed conditions or new conditions that would justify a second consideration of their request in less than a year is the only issue that now can be appealed to the City Council by three Council Members.

The City Council enacted *U.D.C. § 155.05 (A)(3) Conditional Use Request* which states that it requires three City Council Members all requesting an appeal of a Planning Commission decision to approve or deny a conditional use request to appeal such decision to the City Council. When Mr. Copeland's clients failed to garner such City Council Member support "within ten (10) working days from the date of the final action taken," *U.D.C. § 155.02 (B)*, potential review by the City Council ends. The City Attorney's Office just noted that fact. We did not reject any repeal. There was no appeal of the Planning Commission decision in

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

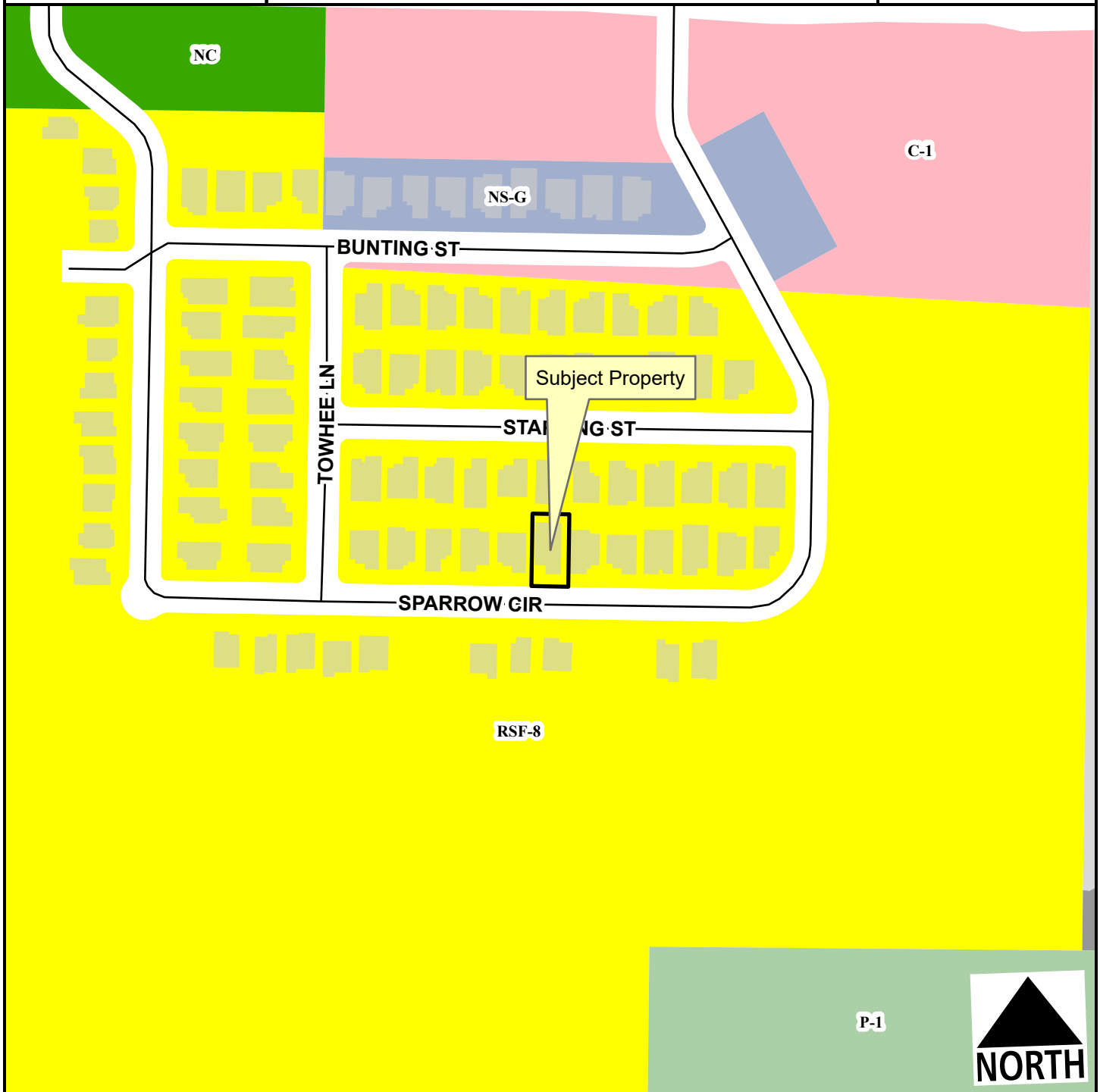
Stacy Barnes
Paralegal

September. The City Council Members just chose not to sponsor their possible appeal of that Planning Commission decision.

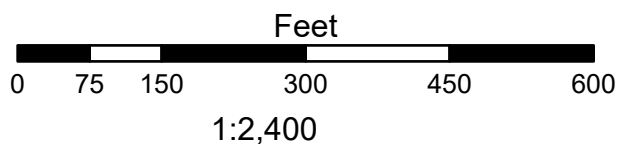
That initial decision made last September is not under your review. The only issue that could be a part of a three City Council Member appeal now is an exception to the general rule that a conditional use request must wait for a year before being presented again to the Planning Commission. The Planning Commission ruled on January 8, 2024, that Mr. Copeland's clients failed to submit sufficient evidence of changed conditions or new circumstances to justify a new hearing to avoid the one year waiting period.

This is the same basic *U.D.C.* limitation as for denied rezoning requests. Our Planning Commissioners devote many hours listening and deciding zoning and development issues twice a month. These *Unified Development Code* required limitations of already decided applications were enacted to avoid basically identical requests every few months from unhappy applicants in order to prevent substantial wasted time for our Planning Commissioners.

Close Up View



- Residential Link
- ⋯ Planning Area
- ⋯ Fayetteville City Limits



- RSF-8
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial
- C-1
- Neighborhood Services - Gen.
- Neighborhood Conservation
- P-1



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: January 8, 2024 (UPDATED WITH MEETING RESULTS)

SUBJECT: **CUP-2023-0171: Conditional Use Permit (1006 E. SPARROW CIR/VAN WINKLE, 603):** Submitted by GREGORY VAN WINKLE for property located at 1006 E. SPARROW CIR. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contains approximately 0.10 acres. The request is to use the residence as a short-term rental.

RECOMMENDATION:

Staff recommends denial of **CUP-2023-0171.**"

RECOMMENDED MOTION:

*"I move to deny the reconsideration request for **CUP-2023-0171.**"*

If the reconsideration request is heard, staff recommends the below motion:

*"I move to deny **CUP-2023-0171.**"*

BACKGROUND:

The subject property is in south Fayetteville southeast of the intersection of S. Morningside Dr. and E. 15th St. The property is zoned RSF-8, Residential Single-Family, Eight Units per Acre and is not part of any overlay districts. The property is approximately 0.10 acres and is developed with a 1,730 square foot single-family structure.

On September 25, 2023, the Planning Commission voted 2-6-0 to deny this item, citing the high density of existing short-term rental units within the Creekside Meadows neighborhood, the difficulty of evaluating potential impacts of short-term rentals in new neighborhoods, potential issues with parking enforcement and associated safety concerns due to the proximity of the fire hydrant. Commissioner Payne voted in favor of the request, stating that the 2% rule is no longer applicable and citing staff's findings of compatibility. Commissioner McGetrick also voted in favor of the request. A subsequent appeal to the City Council failed due to the applicant not meeting time, form, and place requirements. A zoning violation letter for operating a short-term rental illegally was issued on October 25 and escalated to the city prosecutor on December 5. The applicant has requested that the conditional use request be reconsidered pursuant to §163.02(D), which requires that the Planning Commission make a determination on changed conditions or new circumstances prior to hearing the new request. Additional information regarding the project history and proposed reconsideration are included in the report below and in staff attachments.

On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
South	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
East	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
West	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre

City Plan 2040 Future Land Use Designation: **City Neighborhood.**

Proposal: The applicant requests reconsideration of a conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: No public comment was provided with the previous conditional use permit. Staff has not received any public comment regarding the revised request.

RECOMMENDATION: Staff recommends denial of **CUP-2023-0171**. If approved, staff recommends the following conditions;

Conditions of Approval:

1. **Planning Commission determination of compatibility.** Staff finds the proposed short-term rental to be incompatible with the neighborhood based on the findings in this report;
2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.
3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.
4. The number of occupants is limited to a maximum of eight for the entire unit when the property is operated as a short-term rental.
5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.
6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
7. All trash receptacles shall be screened from view of the right-of-way.
8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.

9. Any signage shall meet the requirements as outlined in §174, Signage.
10. Any short-term rental guests shall park in either the garage or on-site driveway. No on-street parking shall be permitted.
11. Per Business Regulations §120.02(A), the owners of only short-term rentals shall be required to designate and register their landlord's representative into the Landlord's Representative Registry.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date:	<u>January 8, 2024</u>	☐ Tabled	☐ Approved	☒ Denied	
Motion:	WINSTON	MOTION TO RECONSIDER FAILED			
Second:	SPARKMAN				
Vote:	2-6-0 (GULLEY, WINSTON, MCGETRICK, SPARKMAN, GARLOCK, AND MADDEN VOTED AGAINST)				

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES; APPROVAL/RECONSIDERATION.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.
2. Decide such questions as are involved in determining whether a conditional use should be granted; and,
3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or
4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. Procedures. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-8 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in the application to grant the conditional use; and

Finding: The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit; however as the request was denied less than one year ago, the application is subject to §163.02(D), which prohibits an application for a conditional use permit from being considered by the Planning Commission within twelve (12) months of final disapproval unless there is sufficient evidence of changed circumstances or new circumstances that justify reconsideration. The applicant has provided a letter describing changed circumstances on the property for Planning Commission consideration.

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: Staff finds that granting the requested conditional use could negatively affect the public interest given the existing density of short-term rentals within the Creekside neighborhood and potential impacts from illegal on-street parking within a fire lane. The addition of further short-term rentals within the neighborhood could place an undue burden on adjacent long-term residents.

(c.) The Planning Commission shall certify:

(1.) Compliance with the specific rules governing individual conditional uses; and

Finding: There are specific rules governing Short-Term Rentals, as described in §163.18 and in the following report.

- D. Approval/Reconsideration.** No application for a conditional use will be considered by the Planning Commission within twelve (12) months from the date of final disapproval of a proposed conditional use unless there is evidence of changed conditions or new circumstances which justify reconsideration submitted to the Planning Commission.

Finding: Staff does not find evidence of changed conditions or new circumstances that would warrant a reconsideration by the Planning Commission. Of the four items listed in the applicant's letter, three have not changed since the previous application. The applicant states they will limit guests to a maximum of eight; however, an occupancy limit of eight guests was a recommended condition of approval for the previous report and does not

constitute a change. Additionally, the applicant states that a maximum of four cars will be permitted to park on the property with no on-street parking permitted. The staff report for the previous conditional use request listed a maximum of four off-site parking spaces and cited the fire lane and adjacent hydrant when noting that no on-street parking would be permitted. As such, the described parking limitations also do not constitute a change of circumstances. The final item that the applicant cites as a change of circumstance is the monitoring of the property via a property manager and cameras. As the monitoring of the property was not discussed in the previous report, staff is unable to determine if this constitutes a change. Due to lack of cited changed circumstances, staff recommends that the previous denial of the request stand.

§163.18 - SHORT-TERM RENTALS

- A. Residential Zoning Districts.** Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: The request is to operate a Short-Term Rental, Use Unit 46, in RSF-8 zoning which requires a conditional use permit.

- B. Occupancy.** Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: Occupancy is limited as described in UDC §163.18(A)(3). Occupancy limitations are confirmed by the applicant during licensing. Since this house contains four bedrooms, occupancy will be limited to a maximum of ten guests. The applicant has stated an intent to limit the total guest count to eight. This limit aligns with previous staff recommendations given the lack of on-street parking on E. Sparrow Cir.

- C. Parking.** Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: Staff recommends parking is limited as described in UDC §163.18(A)(4). Single-family structures are required to provide parking at a rate of two vehicle spaces per dwelling unit. According to the applicant the structure has four bedrooms and four parking spaces within an attached garage and associated driveway. No change has been made from the previous conditional use request.

- D.** Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.

- E. Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

Finding: The application is for use of the property at 1006 E. Sparrow Cir. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

- F. **Exceptions.** Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: Type 2 short-term rentals are subject to a citywide density cap at 475 business licenses. As of January 2, 2024, the City had issued 439 Type 2 short-term rental licenses, and 37 remain in the queue for processing. Granting a CUP for this location would entitle the applicant to apply for a business license, but does not guarantee its approval. No exceptions are being requested.

- G. Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: This short-term rental would be subject to all codes in Business Regulations §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.

- H. Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1. Adequate parking infrastructure;
2. Adequate adjoining or nearby streets for on-street parking;
3. Frequency or concentration of nearby licensed Type 2 short-term rentals; and
4. Prior zoning or code violations.

Finding: Staff finds there is likely adequate parking infrastructure to support the use of the property as a short-term rental with a reduced guest count. The structure has four bedrooms and four parking spaces within an attached garage and driveway. Parking on E. Sparrow Circle is prohibited in order to maintain fire access. The street is wider in front of the subject parcel due a fire hydrant located on the west side of the street, and any vehicles parked in front of the property will likely be impeding access to the hydrant. Staff recommends conditions that guests be limited to eight and that no on-street

parking shall be permitted. No change has been made from the previous conditional use request regarding these conditions.

City records indicate six other units within a quarter-mile radius of the subject property has an active Type 2 short-term rental business license; however, staff notes that this applicant has also requested reconsideration of the conditional use approval for short-term rentals at 854 E. Sparrow Cir. which was also denied at the September 25 meeting. Within Creekside Meadows, if both 854 and 1006 E. Sparrow Circle are approved, the neighborhood would be approximately 5% short-term rentals, which is over double the previous city-wide cap of 2%. The neighborhood is currently at 4% capacity. Staff finds that approving the additional short-term rentals within Creekside Meadows may be too high of a concentration for the area.

Additionally, the property currently has an active zoning violation for operating without a business license. Staff received the complaint on October 4, issued a violation letter on October 25, and escalated the violation to the city prosecutor on December 5 due to the listing still being active. Additional information on the project history and zoning violation are included in staff exhibits.

§163.02. AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding: The property has frontage along E. Sparrow Circle, an improved residential link street with sidewalk on both sides. The street widens in front of this property in order to provide adequate space around a fire hydrant on the west side of the street and is designated as a fire lane. With added conditions limiting guests count to eight and prohibiting parking within the fire lane, staff finds the proposal will not adversely affect traffic flows or fire access. No change has been made from the previous conditional use request as on-street parking is not legal in this location.

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: Four off street parking spaces are available in an attached garage and associated driveway (two each). The short-term rental ordinance limits the number of guest vehicles to the maximum number of vehicles as allowed by the underlying zoning district. No change has been made from the previous conditional use request.

- (c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: The applicant proposes typical residential trash cart service rather than dumpster service, with the trash carts to be stored in the garage. Staff recommends storage of the containers should be screened from public view when not at the curb for residential pick-up.

- (d.) Utilities, with reference to locations, availability, and compatibility;

Finding: Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.

- (e.) Screening and buffering with reference to type, dimensions, and character;

Finding: Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.

- (f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.

- (g.) Required yards and other open space; and

Finding: Based on the applicant's submittal, the structure is meeting relevant setbacks.

- (h.) General compatibility with adjacent properties and other property in the district.

Finding: Staff finds the use to be incompatible with the surrounding properties. Since the previous conditional use request was heard on September 25, an additional two short-term rentals, including one by the applicant, have received type 2 short-term rental business licenses in within ¼ mile of the subject property. Staff finds the addition of further short-term rentals within Creekside Meadows is likely to negatively impact the neighborhood; further the applicant has been operating the short-term rental illegally and has an active zoning violation that has been escalated to the city prosecutor.

- (i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: Staff finds the proposed use to be somewhat incompatible with the City's adopted land use, transportation, and other strategic plans since short-term rentals do not clearly support any of the goals identified in those plans. However, there are safeguards in place that limit how short-term rentals operate to ensure that the City can still meet those goals, including a citywide density cap of 475 units and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

BUDGET/STAFF IMPACT:

None

Attachments:

- Business Regulations
 - §118.01 Applicability
- Unified Development Code
 - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
 - §161.09 District RSF-8, Residential Single-Family – Eight (8) Units Per Acre
- Applicant Exhibits
 - Reconsideration Request
 - Conditional Use Request Letter
 - Site Plan
 - Building Floor Plan
 - Building Elevations
- Staff Exhibits:
 - CUP-2023-0104 Final PC Report Excerpts (Denied)
 - City Attorney Memo: Failed Appeals of CUP-2023-0104 & CUP-2023-0105
 - CVZD-2023-0661 Zoning Violation Reports
 - Summary
 - Violation History
 - Images and STR Records
 - Short-Term Rentals Neighborhood Analysis
- One Mile Map
- Close-Up Map
- Current Land Use Map
- STRs within ¼ Mile Map

PUBLIC COMMENT RECEIVED AFTER PACKET CREATION

118.01 Applicability

- (E) *Short-Term Rentals.* A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.
- (1) *Short-Term Rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.
 - (2) *Short-Term Rental, Type 2.* A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property. A conditional use permit is required for a Type 2 short-term rental in a residential zoning district prior to the city issuing a business license.
 - (3) *License Required.* No dwelling unit in the city shall be used as a short-term rental unless:
 - (a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
 - (b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
 - (c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.
 - (4) A separate business license shall be required for each dwelling unit used as a short-term rental.
 - (5) Any change in ownership requires a new or amended business license.
 - (6) If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.
 - (7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:
 - (a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
 - (b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
 - (c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
 - (d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
 - (e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
 - (f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
 - (g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.
 - (8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).
 - (11) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:
 - (a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.
 - (b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.
 - (c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.
 - (10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate

compliance with this section. For the purposes of these regulations, 'availability' means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.

- (11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the City upon request.
 - (12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.
 - (13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.
 - (14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.
 - (15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).
 - (16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of 2% of all dwelling units in the Fayetteville city limits may be utilized as Type 2 rentals. Total dwelling units are determined from current United States Census Bureau and/or American Community Survey numbers, whichever number is higher. A conditional use permit may not permit:
 - (a) More Type 2 short-term rentals than what is allowed by the city-wide density cap. Type 2 short-term rentals in commercial and mixed-use zoning districts where hotel/motels are permitted by right shall not contribute to the city-wide density cap.
 - (b) More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.
 - (c) Individual 2-, 3- and 4-family buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.
 - (d) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.
 - (17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.
 - (18) Short-term rentals must comply with all applicable codes under Unified Development Code §163.18 and § 164.26 successfully obtain a business license prior to operation.
- (Ord. No. 6427 , §§1(Exh. A), 2, 4-20-21; Ord. No. 6505 , §1(Exh. A), 11-16-21; Ord. No. 6521 , §§1, 2, 1-18-22; Ord. No. 6537 , §1(Exh. A), 2-15-22)

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

- (A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

- 1) R-A
- 2) RSF-.5
- 3) RSF-1
- 4) RSF-2
- 5) RSF-4
- 6) RSF-7
- 7) RSF-8
- 8) RSF-18
- 9) RI-12
- 10) RI-U
- 11) RMF-6
- 12) RMF-12
- 13) RMF-18
- 14) RMF-24
- 15) RMF-40
- 16) NC

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

- (B) *Occupancy.* Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.
- (C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.
- (D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.
- (E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
- (F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.
- (G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.
- (H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:
- 1) Adequate parking infrastructure;
 - 2) Adequate adjoining or nearby streets for on-street parking;
 - 3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and
 - 4) Prior zoning or code violations

(Ord. No. 6427 , §§1(Exh. E), 2, 4-20-21; Ord. No. 6505 , §2(Exh. B), 11-16-21; Ord. No. 6537 , §2(Exh. B), 2-15-22)

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

This letter is to request the Planning Commissions reconsideration of both 854 E Sparrow Circle & 1006 E Sparrow Circle Conditional Use Permit.

Based on the reason for the commission's denial of both homes we have adjusted the number of people allowed to stay as well as the number of cars allowed. We are allowing a maximum of 8 people at any given time as well as 4 cars max. 2 parking inside the garage and 2 parking on driveway. Making it clear that there is to be absolutely no street parking for any reason at any given time.

We will also be monitoring this via property manager and cameras.

We hope that this adjustment will allow us the opportunity to move forward with an appeal.

I will also attach a screenshot of house rules showing changes to rules.

Thank you for your

consideration! Greg Van Winkle

No Other Changes- GVW

recommendations or previous conditions of the site per the previous conditional use permit request. Have any other circumstances changed on the site, property, or neighborhood?

Reviewed by:
Donna Wonsower, Planner Development Services

These align with staff

Conditional Use Permit

Request to apply for a conditional use permit, required to own and operate a single family residence for short term rental use. 4 bdrm/ 2 bath- gvw

(a) Building size in square feet; existing and proposed- 1699

(b) Color elevations of all exterior sides of the structure

Blue/gray siding & mixed brick

(c) Number of off-street parking spaces to be provided / number required- 4- 2 inside garage & 2 in driveway (d)

Outdoor lighting- 2- Garage, 1 Front porch, 1 Back porch (e)

Noise- N/A

(f) Screening or buffering from adjacent properties- N/A (g)

Trash and refuse service (with particular reference to visibility from the street and adjacent properties)- Trash can

kept inside garage

(h) Ingress and egress to the property; traffic impacts- Paved street

(i) A response discussing the general compatibility of the proposed use with adjacent properties and other property in the neighborhood- Based on conversation with neighbors.

Several are University students renting and have no concerns with short term rentals in the area

How many bedrooms are within the residence?

Reviewed by:
Donna Wonsower, Planner
Development Services

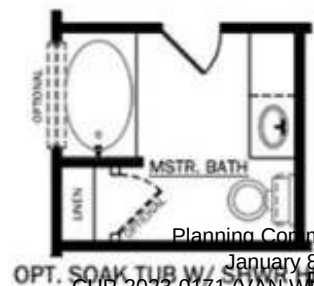
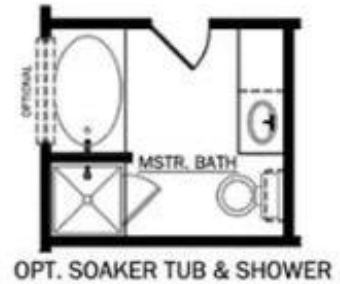
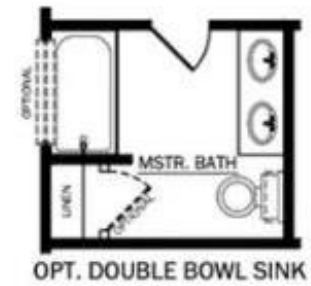
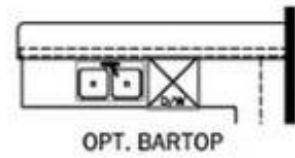
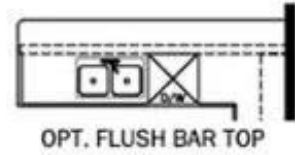
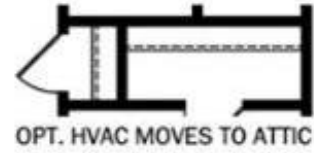
APPLICANT EXHIBIT
SITE PLAN



1006 E Sparrow- Ariel View



APPLICANT EXHIBIT
FLOOR PLAN



APPLICANT EXHIBIT
ELEVATIONS



APPLICANT EXHIBIT
ELEVATIONS



STAFF EXHIBIT: PROJECT HISTORY

After the project denial on September 25, extensive communication has occurred between the applicant and city staff regarding the project status and potential next steps. A short summary of the project history in the interim months is included below:

- **SEPTEMBER 26, 2023:** Email from Donna Wonsower, planner, to applicant explaining appeal process. (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 3, 2023:** Email from Blake Pennington, senior assistant city attorney, to applicant and city council further clarifying time, form, and place requirements of UDC 155.02 (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 4, 2023:** Planning staff received complaint that property was operating a short-term rental without a business license. CVZD-2023-0661 opened (see attached zoning violation reports).
- **OCTOBER 5, 2023:** Donna Wonsower sent additional email sent clarifying appeal date and written appeal process with a follow up phone conversation (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 6, 2023:** Blake Pennington emailed example appeals to applicant, and received email from attorney Beau Wilcox noting appeal was being prepared (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 8, 2023:** Appeal emailed to mayor, city attorney, and city council. Appeal was not emailed to city clerk per UDC 155.02 (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 9, 2023:** Appeal deadline.
- **OCTOBER 10, 2023:** Blake Pennington emailed applicant notifying them of appeal failure due to failure to file with the city clerk (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 25, 2023:** Notice of zoning violation sent (see attached zoning violation reports).
- **OCTOBER 28, 2023:** Notice of violation delivered per USPS tracking system.
- **NOVEMBER 15, 2023:** Application received for conditional use permit reconsideration.
- **DECEMBER 5, 2023:** Zoning violation escalated to city prosecutor. Short-term rental listing is still an active listing. Additionally, the applicant has not completed all required remedial actions including the provision of all guest records (see attached zoning violation reports).



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: September 25, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **CUP-2023-0105: Conditional Use Permit (1006 E. SPARROW CIR/VAN WINKLE, 603):** Submitted by GREGORY VAN WINKLE for property located at 1006 E. SPARROW CIR. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contain approximately 0.10 acres. The request is to use the residence as a short-term rental.

RECOMMENDATION:

Staff recommends approval of **CUP-2023-0105**, with conditions as outlined by staff.

RECOMMENDED MOTION:

*"I move to approve **CUP-2023-0105** with conditions, determining:*

- In favor of compatibility with adjacent properties;*
- In favor of all other conditions as recommended by staff."*

BACKGROUND:

The subject property is in south Fayetteville southeast of the intersection of S. Morningside Dr. and E. 15th St. The property is zoned RSF-8, Residential Single-Family, Eight Units per Acre and is not part of any overlay districts. The property is approximately 0.10 acres and is developed with a 1,730 square foot single-family structure. On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
South	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
East	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
West	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre

City Plan 2040 Future Land Use Designation: City Neighborhood.

STAFF EXHIBIT: PC REPORT (DENIED)

Proposal: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: Staff has not received any public comment regarding this request.

RECOMMENDATION: Staff recommends approval of **CUP-2023-0105**, with the following conditions;

Conditions of Approval:

1. **Planning Commission determination of compatibility.** Staff finds the proposed short-term rental to be compatible with the neighborhood based on the findings in this report;
2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.
3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.
4. The number of occupants is limited to a maximum of eight for the entire unit when the property is operated as a short-term rental.
5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.
6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
7. All trash receptacles shall be screened from view of the right-of-way.
8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.
9. Any signage shall meet the requirements as outlined in §174, Signage.
10. Any short-term rental guests shall park in either the garage or on-site driveway. No on-street parking shall be permitted.

PLANNING COMMISSION ACTION:			
Required	YES		
Date: <u>September 25, 2023</u>	☐ Tabled	☐ Approved	☒ Denied
Motion: SPARKMAN	MOTION TO APPROVE FAILED		
Second: PAYNE			
Vote: 2-6-0 (SPARKMAN, BRINK, GARLOCK, MADDEN, GULLEY, AND WINSTON VOTED AGAINST)			

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.
2. Decide such questions as are involved in determining whether a conditional use should be granted; and,
3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or
4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. Procedures. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-8 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in the application to grant the conditional use; and

Finding: The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit.

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: Staff finds that granting the requested conditional use is unlikely to negatively affect the public interest, given the applicable business license requirements including a required building safety inspection, and applicable density caps on Type 2 short-term rentals.

STAFF EXHIBIT: PC REPORT (DENIED)

(c.) The Planning Commission shall certify:

(1.) Compliance with the specific rules governing individual conditional uses; and

Finding: There are specific rules governing Short-Term Rentals, as follows:

§163.18 - SHORT-TERM RENTALS

A. Residential Zoning Districts. Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: The request is to operate a Short-Term Rental, Use Unit 46, in RSF-8 zoning which requires a conditional use permit.

B. Occupancy. Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: Occupancy is limited as described in UDC §163.18(A)(3). Occupancy limitations are confirmed by the applicant during licensing. Since this house contains four bedrooms, occupancy will be limited to a maximum of ten guests. As on street parking is not available adjacent to the property, staff recommends a condition be added limiting guests to eight.

C. Parking. Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: Staff recommends parking is limited as described in UDC §163.18(A)(4). Single-family structures are required to provide parking at a rate of two vehicle spaces per dwelling unit. According to the applicant the structure has four bedrooms and four parking spaces within an attached garage and associated driveway.

D. Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.

E. Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

STAFF EXHIBIT: PC REPORT (DENIED)

Finding: The application is for use of the property at 1006 E. Sparrow Cir. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

- F. Exceptions.** Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: Type 2 short-term rentals are subject to a citywide density cap at 475 business licenses. As of September 18, 2023, the City had issued 399 Type 2 short-term rental licenses. Granting a CUP for this location would entitle the applicant to apply for a business license, but does not guarantee its approval. No exceptions are being requested.

- G.** Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: This short-term rental would be subject to all codes in Business Regulations §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.

- H.** Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1. Adequate parking infrastructure;
2. Adequate adjoining or nearby streets for on-street parking;
3. Frequency or concentration of nearby licensed Type 2 short-term rentals; and
4. Prior zoning or code violations.

Finding: Staff finds there is likely adequate parking infrastructure to support the use of the property as a short-term rental with a reduced guest count. The structure has four bedrooms and four parking spaces within an attached garage and driveway. Parking on E. Sparrow Circle is prohibited in order to maintain fire access. The street is wider in front of the subject parcel due a fire hydrant located on the west side of the street, and any vehicles parked in front of the property will likely be impeding access to the hydrant. Staff recommends conditions that guests be limited to eight and that no on-street parking shall be permitted. No zoning or code violations were found for this address.

City records indicate four other units within a quarter-mile radius of the subject property has an active Type 2 short-term rental business license; however, staff notes that this applicant has also requested conditional use approval for short-term rentals at 854 E. Sparrow Cir. and 737 E. Egret Rd. If all three requests are approved, the total number of short-term rentals within ¼ mile would be seven. Within Creekside Meadows, if both 854 and 1006 E.

STAFF EXHIBIT: PC REPORT (DENIED)

Sparrow Circle are approved, the neighborhood would be approximately 4% short-term rentals, which is double the previous city-wide cap of 2%. Staff finds that approving all three short-term rentals may be too high of a concentration for the area, but that approval of a lesser number may be compatible.

§163.02. AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding: The property has frontage along E. Sparrow Circle, an improved residential link street with sidewalk on both sides. The street widens in front of this property in order to provide adequate space around a fire hydrant on the west side of the street and is designated as a fire lane. With added conditions limiting guests count to eight and prohibiting parking within the fire lane, staff finds the proposal will not adversely affect traffic flows or fire access.

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: Four off street parking spaces are available in an attached garage and associated driveway (two each). The short-term rental ordinance limits the number of guest vehicles to the maximum number of vehicles as allowed by the underlying zoning district.

(c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: The applicant proposes typical residential trash cart service rather than dumpster service, with the trash carts to be stored in the garage. Staff recommends storage of the containers should be screened from public view when not at the curb for residential pick-up.

(d.) Utilities, with reference to locations, availability, and compatibility;

Finding: Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.

(e.) Screening and buffering with reference to type, dimensions, and character;

STAFF EXHIBIT: PC REPORT (DENIED)

Finding: Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.

- (f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.

- (g.) Required yards and other open space; and

Finding: Based on the applicant's submittal, the structure is meeting relevant setbacks.

- (h.) General compatibility with adjacent properties and other property in the district.

Finding: Staff finds the use to be compatible with the surrounding properties. While the residences along E. Sparrow Cir. are all detached single-family dwellings, Creekside Meadows has multiple commercial lots available along E. 15th St. Further, a significant amount of the adjoining area outside of the Creekside Meadows neighborhood is zoned to allow commercial/industrial uses or multi-family dwellings by-right.

- (i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: Staff finds the proposed use to be somewhat incompatible with the City's adopted land use, transportation, and other strategic plans since short-term rentals do not clearly support any of the goals identified in those plans. However, there are safeguards in place that limit how short-term rentals operate to ensure that the City can still meet those goals, including a citywide density cap of 475 units and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

STAFF EXHIBIT: PC REPORT (DENIED)

BUDGET/STAFF IMPACT:

None

Attachments:

- Business Regulations
 - §118.01 Applicability
- Unified Development Code
 - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
 - §161.09 District RSF-8, Residential Single-Family – Eight (8) Units Per Acre
- Applicant Request Letter
- Building Floor Plan
- Staff Exhibit: STRs Within ¼ Mile, Including Pending CUPs
- One Mile Map
- Close-Up Map
- Current Land Use Map
- STRs within ¼ Mile Map

Conditional Use Permit

Request to apply for a conditional use permit, required to own and operate a single family residence for short term rental use.

- (a) Building size in square feet; existing and proposed- 1699
- (b) Color elevations of all exterior sides of the structure- Blue/gray siding & mixed brick
- (c) Number of off-street parking spaces to be provided / number required- 4- 2 inside garage & 2 in driveway
- (d) Outdoor lighting- 2- Garage, 1 Front porch, 1 Back porch
- (e) Noise- N/A
- (f) Screening or buffering from adjacent properties- N/A
- (g) Trash and refuse service (with particular reference to visibility from the street and adjacent properties)- Trash can kept inside garage
- (h) Ingress and egress to the property; traffic impacts- Paved street
- (i) A response discussing the general compatibility of the proposed use with adjacent properties and other property in the neighborhood- Based on conversation with neighbors. Several are University students renting and have no concerns with short term rentals in the area

CUP-2023-0171 (VAN WINKLE) Page 32 of 59



OPT. HVAC MOVES TO ATTIC

OPT. FLUSH BAR TOP

OPT. BARTOP

OPT. DOUBLE BOWL SINK

OPT. SOAKER TUB & SHOWER

Diagram illustrating a floor plan for a master bathroom (MSTR. BATH) featuring an optional soak tub (OPT. SOAK TUB) and a linen closet (LINEN).

Planning Commission

January 8, 2024

Page 1001 of 1115

Page 32 of 59

STAFF EXHIBIT: PC REPORT (DENIED)



STAFF EXHIBIT: PC REPORT (DENIED)





Driveway
32x17
Trash can kept
inside garage

1006 E Sparrow- Ariel View



Reviewed for Planning Code
Compliance by Andy Harrison
aharrison@fayetteville-ar.gov
479-718-7625
03/07/2022 2:58:28 PM

STAFF EXHIBIT: PC REPORT (DENIED)

S87°03'55"E

1.25'
CONCRETE

99.50'
N02°56'05"E

S02°56'05"W
99.50'

LOT 97

0.12 Acre

Proposed 1-Story
Brick & Frame
Residence
(RC Cypress A-RH)

Lot 98,
Creekside
Meadows

Lot 96,
Creekside
Meadows

7.79'
5.5" BRICK

7.79'
5.5" BRICK

7.25'
12" EAVE

7.25'
12" EAVE

N87°03'55"W
50.50'

20.0'
UTILITY
ESMT.

15.0'
BSL

Prop.
Conc.
Drive

20.50'
12" EAVE

16.0'

5.0' SIDEWALK

6.0' GREENSPACE

3.0' GREENSPACE

Fire Lane

E. SPARROW CIRCLE

(44.0' R/W, 22.0' Asphalt w/Curb & Gutter)

PLAT INFO:
BASED ON PLAT FILED:
10-29-2021, FILE #0024-00000373,
WASHINGTON COUNTY, ARKANSAS.

SQUARE FOOTAGE:
SOD - 2401.79± SQ. FT.
DRIVE & PATIOS - 535.00± SQ. FT.
LEAD WALK - 72.00± SQ. FT.
SIDEWALK - 252.50± SQ. FT.

JAKE WORTHINGTON

Residential Plot Plans
P.O. Box 2021
Alma, AR 72921
(479)-226-6400
e-mail: zjakew@gmail.com

FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

PLOT PLAN OF

LOT 97,
CREEKSIDE MEADOWS

FOR USE BY:
Kausch Coleman Homes
PROPERTY ADDRESS:
1006 East Sparrow Circle
Fayetteville, AR 72701

DATE: 2-14-2022

JOB NO: 21-08-01

SCALE: 1"=10'

NOTES:

- ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET FORMAT.
- ALL HOUSE DIMENSIONS SHOWN ARE TO OUTSIDE OF FRAME UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
- ALL PROPERTY INFORMATION SHOWN IS BASED ON SUBDIVISION PLAT PROVIDED BY DEVELOPER AND MAY BE SUBJECT TO CHANGE.

LEGEND

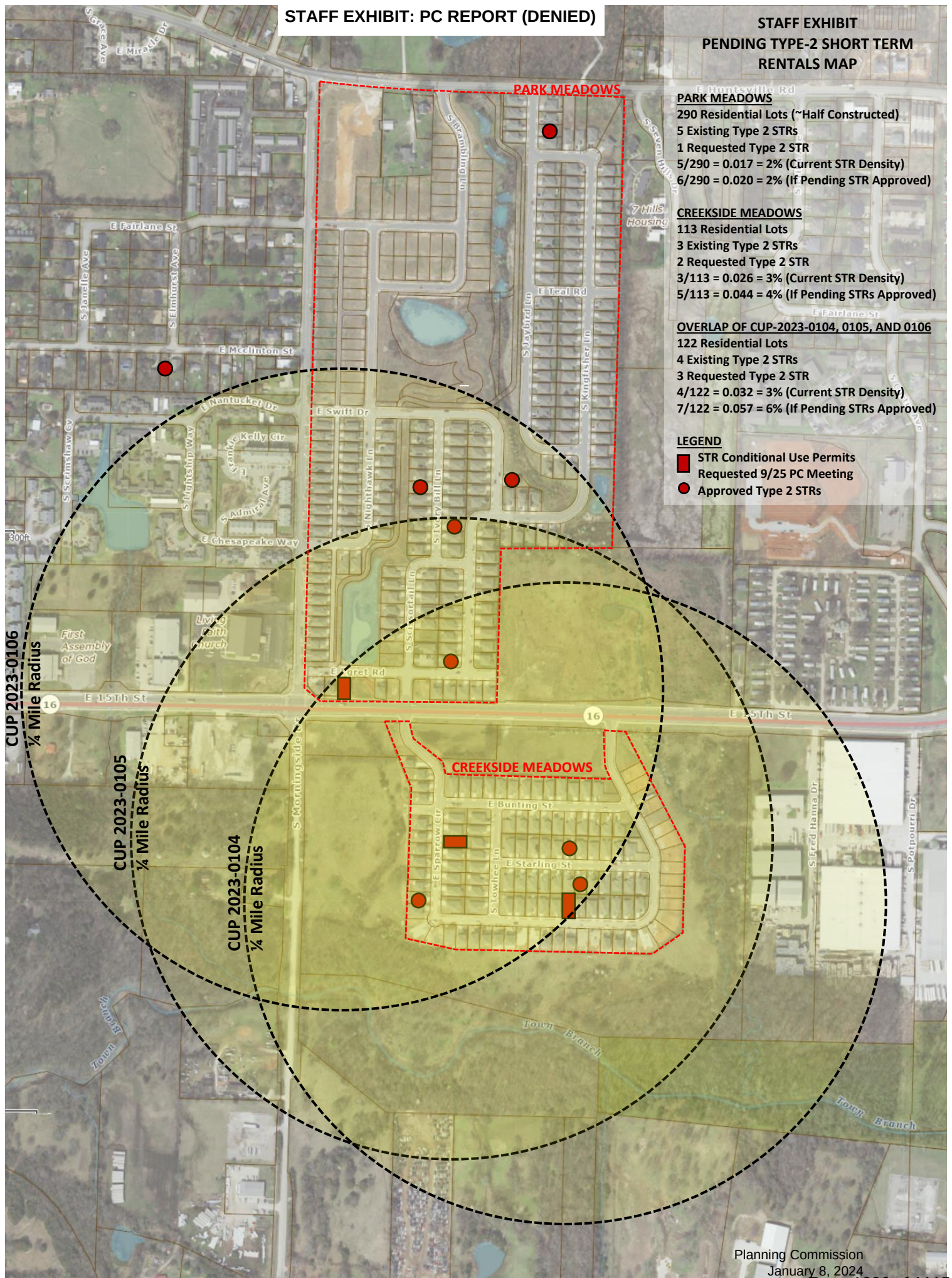
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- ADJACENT LOT
- BUILDING SETBACK LINE
- EASEMENT LINE
- CALCULATED POINT
- ABBREVIATIONS
- R/W
- ESMT.
- PROP.
- ARC L
- ARC R
- CHORD D.
- CHORD DISTANCE

REVISIONS

DATE

0 10
Scale in Feet

Planning Commission
January 8, 2024

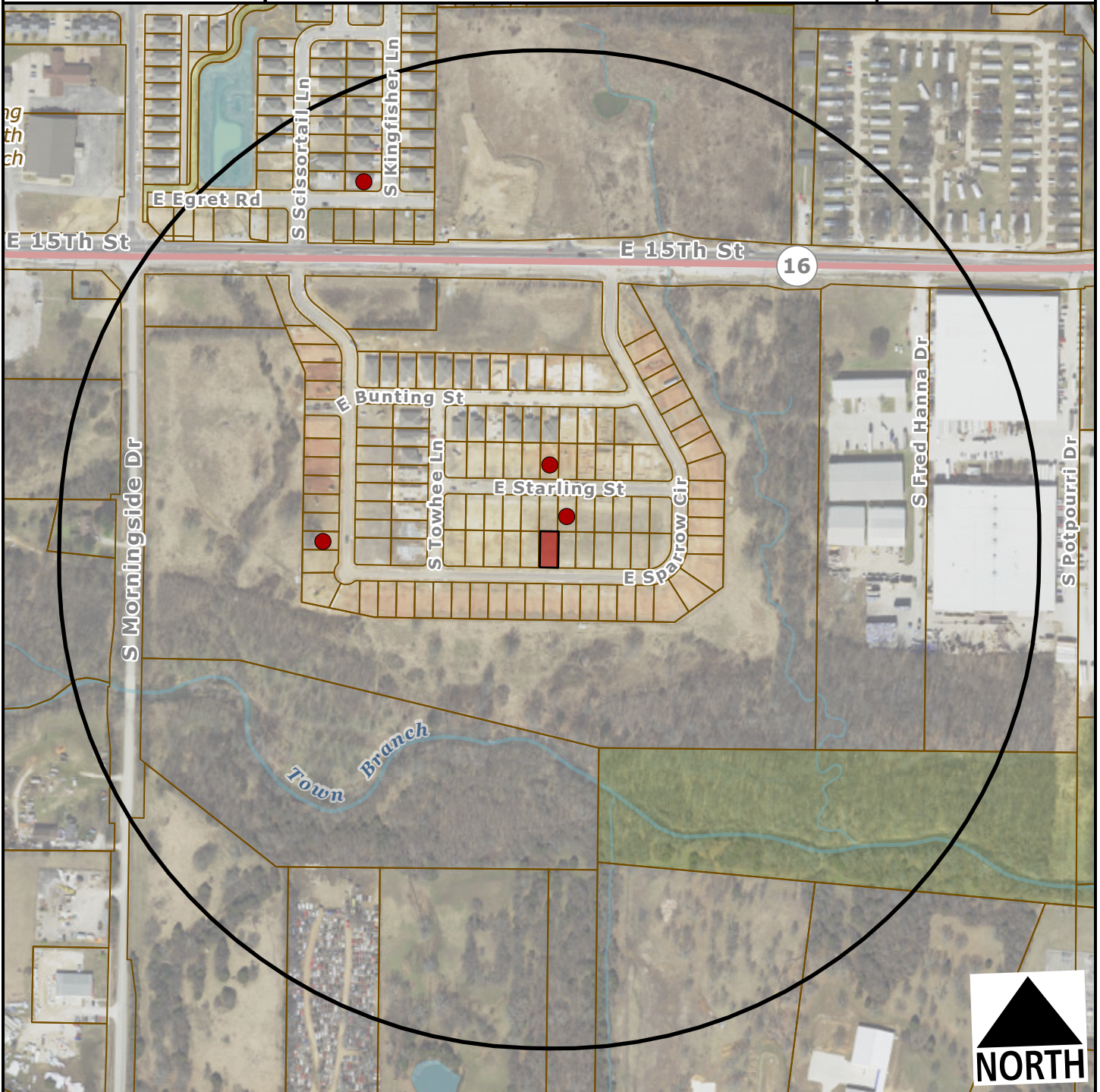
STAFF EXHIBIT
PENDING TYPE-2 SHORT TERM
RENTALS MAP

CUP-2023-0105

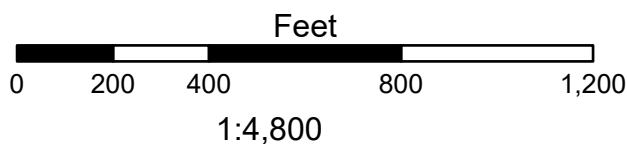
1006 E. SPARROW CIR

STRs Within 1/4 Mile

STAFF EXHIBIT: PC REPORT (DENIED)



-  Subject Property
-  Short Term Rental, Type 2



Number of STR Licenses

Total 4



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Jonathan Curth**, Development Services Director

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **October 11, 2023**

RE: **Failed Appeal of CUP-2023-0104 and CUP-2023-0105**

On September 25, the Planning Commission voted 7-1 to deny CUP-2023-0104 for a Type 2 short term rental at 854 E. Sparrow Circle and 6-2 to deny CUP-2023-0105 for a Type 2 short term rental at 1006 E. Sparrow Circle.

In line with the Planning Division's practice, the Planner assigned to these applications sent an email the next morning to the applicant with information about their options. Ms. Wonsower's email chain with the applicant, including some later communications, is attached as Exhibit 1. Ms. Wonsower told the applicant the deadline to appeal was October 9 and that the appeal must be filed with the City Clerk.

On Tuesday, October 3, Council Member Sarah Bunch forwarded an email to the other council members and our office stating that she had been contacted by Greg Van Winkle about appealing those denials. (Exhibit 2)

Also on Tuesday, October 3, I sent an email to the City Council and Mr. Van Winkle that the form, time, and place requirements of § 155.02 of the Unified Development Code had not been met. I explained how those requirements could be met and also attached a copy of § 155.02. (Exhibit 3)

On Friday, October 6, I received a call from Stephanie Van Winkle asking how an appeal should be submitted. At her request I emailed two examples of appeals that had been properly submitted in the past on other Type 2 short term rental denials. In my email I advised that "You will need to email that to the City Clerk at cityclerk@fayetteville-ar.gov..." (Exhibit 4)

Later that day I received an email from Attorney Beau Wilcox who said he was preparing a more formal letter "to satisfy the city's requirements concerning the appeal and ensuring that it is properly perfected for the City Council's November 9, 2023 meeting." He also said "I have copied the City Clerk's office on this email as well, and will send the formal letters of appeal to them as well." This email acknowledges the appeal deadline of Monday, October 9. A copy of this email went to his client and to the City Clerk. (Exhibit 5)

On Sunday, October 8, Attorney Wilcox emailed the Mayor, me, and the Council Members who had previously agreed to sponsor the appeal with an appeal letter attached. (Exhibit 6) The letter of appeal (Exhibit 7) is addressed only to me and the Mayor.

I did not have a chance to review this email until yesterday, at which time I saw that the appeal letter was not filed with the City Clerk by October 9 as required by §155.02 of the Unified Development Code. This failure to comply with the appeal requirements is fatal to an appeal and, therefore, the Planning Commission's denials of CUP-2023-0104 and CUP-2023-0105 will stand.

Pennington, Blake

From: Wonsower, Donna
Sent: Wednesday, October 11, 2023 10:29 AM
To: Masters, Jessica; Pennington, Blake
Subject: FW: CUP-2023-0104 and 0105 Appeal Options

Jessie/ Blake,

I also spoke to Stephanie Van Winkle on the phone shortly after this email, as the Van Winkles were under the impression that the appeal date had already passed and that they would potentially be heard on the next city council meeting in October. I reiterated the deadline was the date that all the documents and notices of support had to be received, and not the date it would be heard by the city council as staff had to have time to prepare the report for the meeting. The email thread below also mentions multiple times (highlighted) that the documents must be sent to the city clerk.

Best Regards,
Donna Wonsower (she/her)
Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



CITY OF
FAYETTEVILLE
ARKANSAS

From: Wonsower, Donna
Sent: Thursday, October 5, 2023 8:09 AM
To: Greg VanWinkle <gvwinvestments22@gmail.com>
Subject: RE: CUP-2023-0104 and 0105 Appeal Options

Good Morning,

Yes. Please note that the city council members must send their support to the city clerk in writing in order for your appeal to be placed on the agenda.

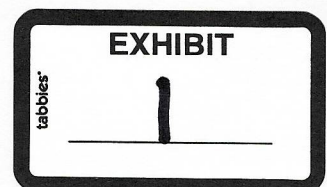
Best Regards,
Donna Wonsower (she/her)
Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



CITY OF
FAYETTEVILLE
ARKANSAS



STAFF EXHIBIT: FAILED APPEAL MEMO

From: Greg VanWinkle <gvwinvestments22@gmail.com>

Sent: Wednesday, October 4, 2023 8:40 PM

To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>

Subject: Re: CUP-2023-0104 and 0105 Appeal Options

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

Hello Mrs Donna,

We have been diligently working on this appeal. We have received verbal confirmations of 3 City Council members supporting our appeal. If I am reading your previous email correctly... we had 10 "working days" (in our case Oct 9th) to officially submit the appeal. You sent the email on Sept 26th. Backdating 10 business days would have been Sept 25th. Am I correct?

Thank you!

Stephanie Van Winkle

On Tue, Sep 26, 2023 at 9:18 AM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:

Good Morning,

Please see below for the corrected appeal date of October 9. Apologies for any confusion.

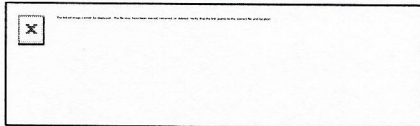
Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



STAFF EXHIBIT: FAILED APPEAL MEMO

From: Wonsower, Donna
Sent: Tuesday, September 26, 2023 8:46 AM
To: Greg VanWinkle <gvwinvestments22@gmail.com>
Subject: CUP-2023-0104 and 0105 Appeal Options

Good morning,

I wanted to make you aware that last night the Planning Commission denied your requests for a conditional use permit to operate an STR at 854 and 1006 E. Sparrow Cir. I've attached staff's final reports on the items.

You may appeal the Planning Commission's decision to deny your CUP to City Council, so long as three council members in unison support your request to appeal (UDC §155.05(A)(3)). Appeal requests must be submitted within 10 working days from the date of the Planning Commission hearing (which in your case would be by October 9), and must be officially filed with the City Clerk within that timeframe. (Our form, time, and place requirements for appeals are described in UDC §155.02.) To request support from Council Members, you will need to reach out to them directly. Contact information for each Council Member can be found on the City's website here. To officially file your appeal with the City Clerk, you will need to forward your appeal request letter and the statements of support from three council members to our City Clerk's office at cityclerk@fayetteville-ar.gov.

Please also note that you will be unable to obtain a business license for a Type 2 STR. Using the property as a short-term rental without a license is a violation of City ordinance. Your associated business license will not be able to be approved

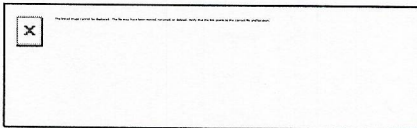
Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



Pennington, Blake

From: Bunch, Sarah
Sent: Tuesday, October 3, 2023 9:01 AM
To: Williams, Kit; Pennington, Blake; Jones, D'Andre; Moore, Sarah; Wiederkehr, Mike; Berna, Scott; Turk, Teresa; Hertzberg, Holly
Subject: Fwd: Statement of Support for Conditional use permit to operate an STR
Attachments: CUP-2023-0105 PC Report_DENIED.pdf; CUP-2023-0104 PC Report_DENIED.pdf

Everyone,

Mr. Van Winkle applied for 2 CUPs and both were denied by Planning Commission. He is now seeking to appeal the Planning Commission decision, and after speaking to him I have decided to back his appeal.

He will need the support of two other council members, and I strongly suggested he reach out to the entire council, but in particular the representatives from the ward where the homes are located.

Sincerely,

Sarah Bunch

Sent from my iPhone

Begin forwarded message:

From: Greg VanWinkle <gvwinvestments22@gmail.com>
Date: September 28, 2023 at 12:13:39 PM CDT
To: "Bunch, Sarah" <sarah.bunch@fayetteville-ar.gov>
Subject: Statement of Support for Conditional use permit to operate an STR

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

Hello Mrs. Bunch,

My name is Greg Van Winkle. I am a business owner of 23 years in Central Arkansas and am currently trying to expand my business to the Fayetteville area. I have 2 daughters that currently attend the U of A and am trying to make the transition to move my family there permanently.

I have invested in 3 new construction properties in the area and have recently gone through the tedious process of meeting all of the compliance requirements to operate them as STR. 1 of the 3 has been approved and the other 2 were denied. Please see attached. It is essential that these homes be approved in order for me to be able to relocate my family and my business. (especially since we have complied with all of the requirements and are willing to adjust what is needed moving forward) The amount of vehicles in the driveway is something that we can easily regulate.

I am reaching out to you specifically to ask if you would be able to provide any assistance at all? We have dedicated so much of our time and finances to make this dream of ours happen. We absolutely love the city of Fayetteville and love the University! Anything you can do to help us would be appreciated!



Pennington, Blake

From: Pennington, Blake
Sent: Tuesday, October 3, 2023 1:02 PM
To: Berna, Scott; Bunch, Sarah; Williams, Kit; Jones, D'Andre; Moore, Sarah; Wiederkehr, Mike; Turk, Teresa; Hertzberg, Holly
Cc: Williams, Kit; Curth, Jonathan; CityClerk; gvwinvestments22@gmail.com
Subject: RE: Statement of Support for Conditional use permit to operate an STR
Attachments: UDC 155.02 Form, Time, and Place.pdf

All,

I am attaching Section 155.02 of the Unified Development Code which sets out the form, time, and place requirements for appeals. Subsection (A) requires that the appeal reference the applicable UDC section(s) and set out the reasons the applicant believes the Planning Commission erroneously denied the application. Mr. Van Winkle's email does not meet this requirement.

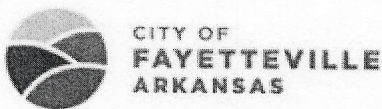
Typically on appeals in which a council member must sign on, the applicant will provide a letter or email outlining the argument for why they believe the Planning Commission wrongly denied their application. In this case, the appeal letter can reference Section 163.02, which covers the general authority for conditional use permits and/or Section 163.18, which is more specific to short term rentals.

The applicant will still need to explain why they believe the Planning Commission decision was wrong, and then any three council members wishing to sponsor the appeal can adopt those reasons to meet the requirement of Section 155.04(A)(3).

Please let me know if there are any questions.

Thank you,

Blake E. Pennington
 Senior Assistant City Attorney
 City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
 Direct: 479.575.8312
www.fayetteville-ar.gov



From: Berna, Scott <scott.berna@fayetteville-ar.gov>
Sent: Tuesday, October 3, 2023 10:36 AM
To: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>
Subject: Re: Statement of Support for Conditional use permit to operate an STR



Pennington, Blake

From: Pennington, Blake
Sent: Friday, October 6, 2023 10:49 AM
To: gvwinvestments22@gmail.com
Subject: STR Appeal
Attachments: Appeal Letter for CUP 2023-0068.pdf; Walnofer CUP.pdf

Good morning. As discussed, I am attaching a couple of examples of previous appeals from the Planning Commission denial of Type 2 short term rentals.

The easiest thing to do is to prepare your own letter or email explaining the reasons you believe the Planning Commission's denials were incorrect. Because there were two separate applications denied I would recommend a different letter for each one but you can send both letters in a single email. Having separate letters will help us distinguish between the two properties. The letter does not have to be long or detailed – it just needs to explain why you believe the City Council should approve your applications. You'll have 10 minutes at the City Council meeting to make further arguments.

Section 163.02 is the section of the Unified Development Code that discusses compatibility and adverse impact, which are the most important factors for conditional use permits. Section 163.18 has the more specific short term rental factors like parking, density, etc.

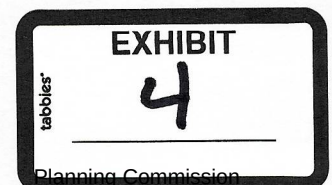
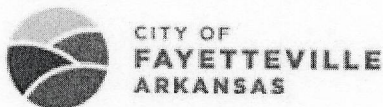
You will need to email that to the City Clerk at cityclerk@fayetteville-ar.gov and copy at least the three Council members who have already agreed to sponsor the appeal. You could send it to all 7 councilmembers (we have one seat vacant at the moment).

Feel free to call if you have any further questions.

Thanks,

Blake

Blake E. Pennington
 Senior Assistant City Attorney
 City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
 Direct: 479.575.8312
www.fayetteville-ar.gov



Pennington, Blake

From: Beau Wilcox <Beau@beauwilcoxlaw.com>
Sent: Friday, October 6, 2023 4:07 PM
To: Pennington, Blake
Cc: gvwinvestments22@gmail.com; CityClerk
Subject: RE: Greg Van Winkle/GVW Investments, LLC - short term rental appeal (re-sent to correct clerk email)

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

Dear Mr. Pennington,

Good afternoon and thank you for your helpful correspondence below with my client, Greg Van Winkle, and his affiliated entity, GVW Investments, LLC. I have been retained by these parties with respect to the short-term rental appeal of the Planning Commission's denials of the petition and conditional use permits for the properties in question.

I am preparing more formal correspondence to satisfy the city's requirements concerning the appeal and ensuring that it is properly perfected for the City Council's November 9, 2023 meeting. I will, per your request, also send separate letters for each property/application. To be clear, while we respect the Commission's decision, we do believe that the parking/occupancy concerns have been addressed by my client to the extent that the Code requires. Also, we certainly assert that no harm or nuisance will occur with respect to surrounding property owners.

I have copied the City Clerk's office on this email as well, and will send the formal letters of appeal to them as well. We will also transmit such correspondence to the council members.

Please let me know if my client or I need to do anything further. As I understand, the letters are needed by Monday morning, but I will be traveling this weekend so I should have them transmitted by email to all concerned parties by tomorrow (Saturday, Oct. 7, 2023) morning.

Best regards,

Beau Wilcox, Attorney at Law
 1315 Main Street
 Conway, AR 72034
 (501) 327-5708 (telephone)
beau@beauwilcoxlaw.com

----- Forwarded message -----

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Date: Fri, Oct 6, 2023 at 10:49 AM
Subject: STR Appeal
To: gvwinvestments22@gmail.com <gvwinvestments22@gmail.com>

Good morning. As discussed, I am attaching a couple of examples of previous appeals from the Planning Commission denial of Type 2 short term rentals.



Pennington, Blake

From: Beau Wilcox <Beau@beauwilcoxlaw.com>
Sent: Sunday, October 8, 2023 7:50 PM
To: Mayor; Pennington, Blake; Pennington, Blake
Cc: Bunch, Sarah; Berna, Scott; Jones, D'Andre; Greg VanWinkle
Subject: Appeal of Planning Commission denial of CUP - GVW Investments, LLC / Greg Van Winkle
Attachments: letter of appeal.GVW Investments Van Winkle.10082023.pdf

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

Good evening to all—I represent Mr. Van Winkle and his LLC, GVW Investments, LLC, regarding a recent denial by the Fayetteville planning commission for his conditional use permit request. Please find attached the letter of appeal for my client, and please let me know if you have any questions.

Best regards,

Beau Wilcox, Attorney at Law
1315 Main Street
Conway, AR 72034
(501) 327-5708 (telephone)
beau@beauwilcoxlaw.com



BEAU WILCOX, ATTORNEY AT LAW

1315 MAIN STREET, CONWAY, AR 72034

(501) 327-5708 (TELEPHONE)

BEAU@BEAUWILCOXLAW.COM

October 8, 2023

City of Fayetteville, Arkansas
ATTN: Blake Pennington, City Attorney
ATTN: Lioneld Jordan, Mayor
113 West Mountain Street
Fayetteville, AR 72701

VIA EMAIL – bpennington@fayetteville-ar.gov

RE: Conditional Use Permit Appeal – GVW Investments, LLC

Dear Mayor Jordan & Mr. Pennington,

I write today on behalf of Greg Van Winkle and GVW Investments, LLC, a limited liability company in good standing which owns certain properties in Fayetteville commonly known as 854 E. Sparrow Circle and 1006 E. Sparrow Circle. The Fayetteville Planning Commission denied my client's request for a conditional use permit ("CUP") for these properties to serve as short-term rentals. This letter is for the purpose of formally appealing this decision to the Fayetteville City Council.

My client has addressed concerns raised by the Planning Commission with respect to maximum occupancy concerns. We believe any issues that elicited objections from the Commission have therefore been rectified, and that the CUP should be granted based upon all applicable zoning, code, and associated city regulations. The proposed CUP would not unreasonably interfere with the use, access, or enjoyment of neighboring properties.

It is my understanding that this letter of appeal will move this matter to consideration by the Council at its November 10, 2023 meeting. I plan to attend on behalf of my client, and he will be present as well to address the Council with respect to this matter, so please confirm its placement on the agenda.

I have copied the Fayetteville City Council members who have agreed to sponsor this appeal on this email. Please do not hesitate to contact me if you have any questions.

Sincerely,



Beau Wilcox, Attorney at Law

cc: Client; Council members (as stated)





**CITY OF
FAYETTEVILLE
ARKANSAS**

VIOLATION NOTICE

October 25, 2023

GREGORY VAN WINKLE
1006 E SPARROW CIRCLE
FAYETTEVILLE, AR 72701

CARLOS SANCHEZ
DESIGNATED AGENT
2104 W OAK STREET
ROGERS, AR 72758

Re: CVZD-2023-0661 Zoning Violation

Dear Property Owner and Designated Agent:

It appears that your property located at 1006 E SPARROW CIRCLE contains violations of the Fayetteville Code of Ordinance. This letter is being sent to the property and the designated agent listed. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct these problems, please call our office at (479) 575-8362 or email ehyke@fayetteville-ar.gov.

Violations:

§118.01, §120.02, §161.02, §163.18 of the City of Fayetteville Unified Development Code.

Remedial Action(s) needed for compliance:

1. Cease use of the property as a short-term rental immediately.
2. Cease all advertising of the property as a short-term rental.
3. Cease use of the property for special events (i.e. parties) as they are not an allowed use for short-term rentals.
4. Provide summary guest registration records for the subject short-term rental property for the twelve (12) months preceding this letter and any future bookings. The records shall contain dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records should be emailed to the provided email address in this letter within upon receiving this request.

Penalty:

If these violations are repeated, or the requested remedial actions are not taken upon receiving this letter, this notice and all documents related to this case shall be turned over to the City Prosecutor's Office. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

The City of Fayetteville is a truly beautiful and unique place to live and work and we rely on all our citizens and the business community to help us to maintain the high quality of life we have all come to expect. Thank you for your contributions to that quality of life and for resolving the violation in a timely manner.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bliss Hyke".

Bliss Hyke
Planning Technician



CODE CASE HISTORY REPORT CVZD-2023-0661 FOR CITY OF FAYETTEVILLE

STAFF EXHIBIT: VIOLATION HISTORY

Changed On	User	Description	Before	After	Additional Info
10/04/2023	Bliss Hyke	Code Case added			Code Case (CVZD-2023-0661)
10/04/2023	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0661)
	Bliss Hyke	Code Case Note added			Code case note text: (DENIED DUE TO CUP DENIAL ON 09/25/2023: STR-0799-2023 • GVW Investments (1006 E SPARROW CIR FAYETTEVILLE, AR 72701))
	Bliss Hyke	Code Case Note added			Code case note text: (DENIED 09/25/2023 PC: CUP-2023-0105 (1006 E SPARROW CIR FAYETTEVILLE, AR 72701))
10/04/2023	Bliss Hyke	Contact added			Contact (Gregory Van Winkle)
	Bliss Hyke	Contact added			Contact (Gregory Van Winkle)
10/04/2023	Bliss Hyke	Attachment added			Attachment (Initial Email Complaint.pdf)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0661)
10/04/2023	Bliss Hyke	Contact added			Contact (Mike Wiederkehr)
10/04/2023	Bliss Hyke	Attachment added			Attachment (Host Profile on AirBnB Screenshot 2023-10-04 114609.png)
	Bliss Hyke	Attachment added			Attachment (1006 E Sparrow Page 3.png)
	Bliss Hyke	Attachment added			Attachment (1006 E Sparrow Page 2.png)
	Bliss Hyke	Attachment added			Attachment (1006 E Sparrow Page 1.png)
	Bliss Hyke	Attachment added			Attachment (1006 E Sparrow Reserve & Pay.png)
	Bliss Hyke	Attachment added			Attachment (1006 E Sparrow Page 6.png)
	Bliss Hyke	Attachment added			Attachment (1006 E Sparrow Page 5.png)
	Bliss Hyke	Attachment added			Attachment (1006 E Sparrow Page 4.png)
10/25/2023	Bliss Hyke	Attachment added			Attachment (Failed CUP Appeal Memo E. Sparrow Circle.pdf)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0661)
10/25/2023	Bliss Hyke	Attachment added			Attachment (10.25.23 SparrowE Host AirBnb listings.png)
	Bliss Hyke	Attachment added			Attachment (10.25.23 Sparrow1006e AirBnb listing.png)
10/25/2023	Bliss Hyke	Attachment added			Attachment (10.25.23 Sparrow1006e Landlord Registry.png)
	Bliss Hyke	Attachment added			Attachment (10.25.23 Sparrow1006e Property Records.png)
10/25/2023	Bliss Hyke	Attachment added			Attachment (Sparrow1006e - STR (CUP & BL denied but still active).pdf)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0661)
	Bliss Hyke	Code Case Workflow Step Start Date	[none]	10/25/2023	Code Case Workflow Step (Notice of Violation)
	Bliss Hyke	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Notice of Violation)
	Bliss Hyke	Code Case Workflow Step Action Start Date	[none]	10/25/2023	Code Case Workflow Step Action (Tracking Notice of Violation)
	Bliss Hyke	Code Enforcement Activity added			Code Enforcement Activity Additional Info
	Bliss Hyke	Action Workflow Status	Not Started	Started	Code Case Workflow Step Action (Tracking Notice of Violation)

CODE CASE HISTORY REPORT CVZD-2023-0661

STAFF EXHIBIT: VIOLATION HISTORY

Changed On	User	Description	Before	After	Additional Info
	Bliss Hyke	Code Case Workflow Step Action added			Code Case Workflow Step Action (Tracking Notice of Violation)
11/08/2023	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0661)
	Bliss Hyke	Code Case Note added			Code case note text: (NOV has not been received yet.)
12/05/2023	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0661)
	Bliss Hyke	Code Activity Comments	mailed to designated agent	Delivered on 10/28/2023 mailed to designated agent	Code Enforcement Activity Additional Info
	Bliss Hyke	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (Tracking Notice of Violation)
12/05/2023	Bliss Hyke	Code Case Note added			Code case note text: (Confirmed STR is still listed on AirBnb and VRBO, No one has sent me the guest records or tried to reach out. I am forwarding this case to the prosecutor.)
12/05/2023	Bliss Hyke	Attachment added			Attachment (Host Profile as of Screenshot 2023-12-05 155251.png)
	Bliss Hyke	Attachment added			Attachment (Host Profile reviews as of Screenshot 2023-12-05 155251.png)
	Bliss Hyke	Attachment added			Attachment (Listing removed. Added back 1006 E Sparrow Screenshot 2023-12-05 155151.png)
	Bliss Hyke	Attachment added			Attachment (VRBO 1006 E Sparrow Screenshot 2023-12-05 155342.png)
12/05/2023	Bliss Hyke	Date Closed	[none]	12/5/2023	Code Case (CVZD-2023-0661)
	Bliss Hyke	Code Case Status	In Progress	Closed - Escalated to Prosecutor	Code Case (CVZD-2023-0661)
	Bliss Hyke	Complete	No	Yes	Code Case (CVZD-2023-0661)
	Bliss Hyke	Code Case Note added			Code case note text: (Have not heard from owner or designated agent, have not received guest records and listing is still active.)
12/05/2023	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0661)
	Bliss Hyke	Code Case Workflow Step Start Date	[none]	12/5/2023	Code Case Workflow Step (Status Escalated)
	Bliss Hyke	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Status Escalated)
	Bliss Hyke	Code Case Workflow Step Action Start Date	[none]	12/5/2023	Code Case Workflow Step Action (Escalated to Prosecutor)
	Bliss Hyke	Code Enforcement Activity added			Code Enforcement Activity Additional Info
	Bliss Hyke	Action Workflow Status	Not Started	Started	Code Case Workflow Step Action (Escalated to Prosecutor)

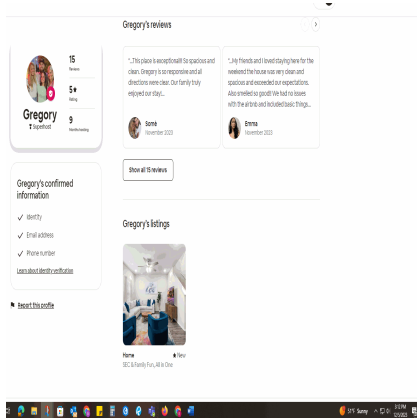
CASE AND INSPECTION(S) DETAILS FOR CASE CVZD-2023-0661

Case Type: Zoning/Development **Open Date:** 10/04/2023 **Address:** 1006 E SPARROW CIR
Status: Closed - Escalated to Prosecutor **Close Date:** 12/05/2023 **Fayetteville, AR 72701**
Description: PZ320, PZ370, PZ340 It appears they are operating without a license. 1006 E Sparrow Circle. These were denied CUPs at the last PC meeting. Donna, copying you since you were the Planner on the items, and I believe they may be trying to appeal.
Contacts: Complainant: Mike Wiederkehr
 Owner: Gregory Van Winkle
 Violator: Gregory Van Winkle

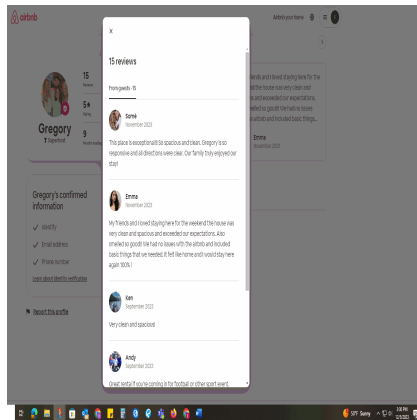
Note	Created By	Date and Time Created
1. DENIED DUE TO CUP DENIAL ON 09/25/2023: STR-0799-2023 • GVW Investments Bliss Hyke (1006 E SPARROW CIR FAYETTEVILLE, AR 72701)	Bliss Hyke	10/4/2023 10:57 am
2. DENIED 09/25/2023 PC: CUP-2023-0105 (1006 E SPARROW CIR FAYETTEVILLE, AR 72701)	Bliss Hyke	10/4/2023 10:58 am
3. NOV has not been received yet.	Bliss Hyke	11/8/2023 3:41 pm
4. Confirmed STR is still listed on AirBnb and VRBO, No one has sent me the guest records or tried to reach out. I am forwarding this case to the prosecutor.	Bliss Hyke	12/5/2023 3:31 pm
5. Have not heard from owner or designated agent, have not received guest records and listing is still active.	Bliss Hyke	12/5/2023 3:55 pm

Activity Type	Activity Number	Activity Name	User	Created On
Notice of Violation Tracking	PRE-1676-2023	DA USPS #70212720000005580531	Bliss Hyke	10/25/2023
	PRE-1675-2023	USPS #70212720000005580517	Bliss Hyke	10/25/2023
Other Activity	ACT-1785-2023		Bliss Hyke	12/05/2023

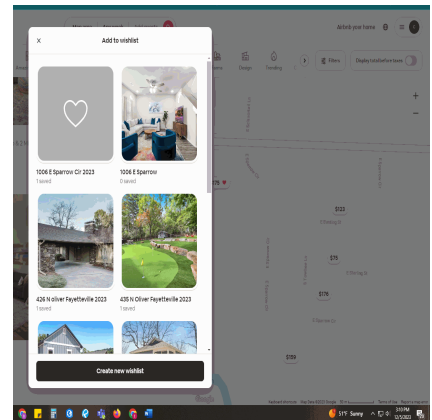
Attached Images:



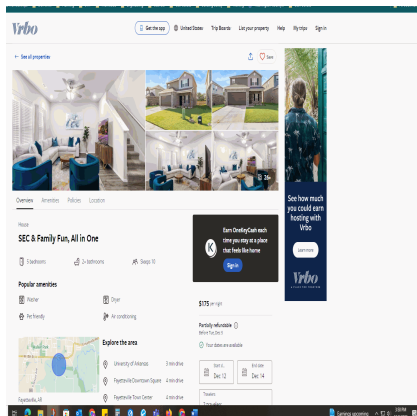
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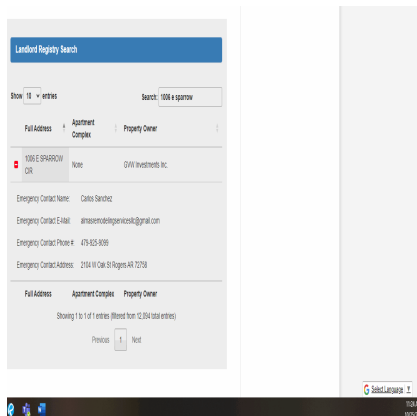
Added on: 12-05-2023 (Direct Link)



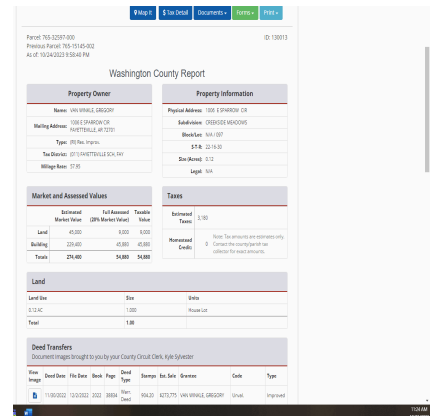
Added on: 12-05-2023 (Direct Link)



Added on: 12-05-2023 (Direct Link)



Added on: 10-25-2023 (Direct Link)



Added on: 10-25-2023 (Direct Link)

CASE AND INSPECTION(S) DETAILS FOR CASE CVZD-2023-0661

Gregory's reviews

13 reviews

5+ years

Gregory's confirmed information

- ✓ ID verified
- ✓ Email address
- ✓ Phone number

Gregory's listings

Home

Best place to stay in NWA

Home

Only for in Fayetteville

Added on: 10-25-2023 (Direct Link)

Best place to stay in NWA

Entire home in Fayetteville, Arkansas

4 beds • 3 baths • 2400 sq ft

Hosted by Gregory

Superhost

Response rate: 100%

Response time: within an hour

Things to know

Check-in after 3:00 PM

Check-out before 11:00 AM

Guests: maximum 8

Structure: 1

Structure: 1

Structure: 1

Added on: 10-04-2023 (Direct Link)

Best place to stay in NWA

Entire home in Fayetteville, Arkansas

4 beds • 3 baths • 2400 sq ft

Hosted by Gregory

Superhost

Response rate: 100%

Response time: within an hour

Things to know

Check-in after 3:00 PM

Check-out before 11:00 AM

Guests: maximum 8

Structure: 1

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Added on: 10-04-2023 (Direct Link)

Gregory's reviews

13 reviews

5+ years

Gregory's confirmed information

- ✓ ID verified
- ✓ Email address
- ✓ Phone number

Gregory's listings

Home

Best place to stay in NWA

Home

Only for in Fayetteville

Added on: 10-04-2023 (Direct Link)

Best place to stay in NWA

Entire home hosted by Gregory

4 guests • 4 bedrooms • 3 baths • 2400 sq ft

Self check-in

Check yourself in with the lockbox.

Gregory is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

Added on: 10-25-2023 (Direct Link)

Best place to stay in NWA

Entire home hosted by Gregory

4 guests • 4 bedrooms • 3 baths • 2400 sq ft

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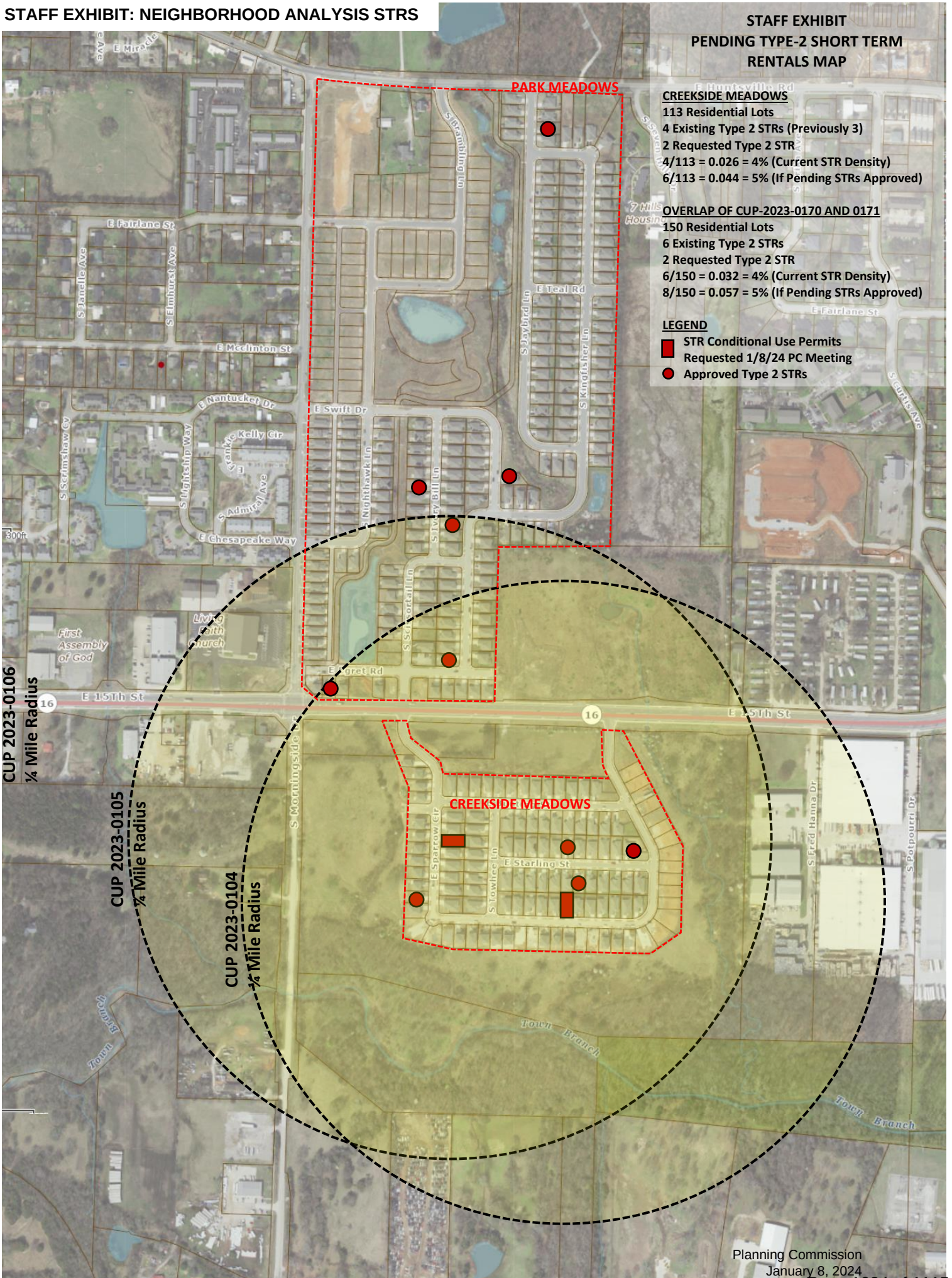
Self check-in

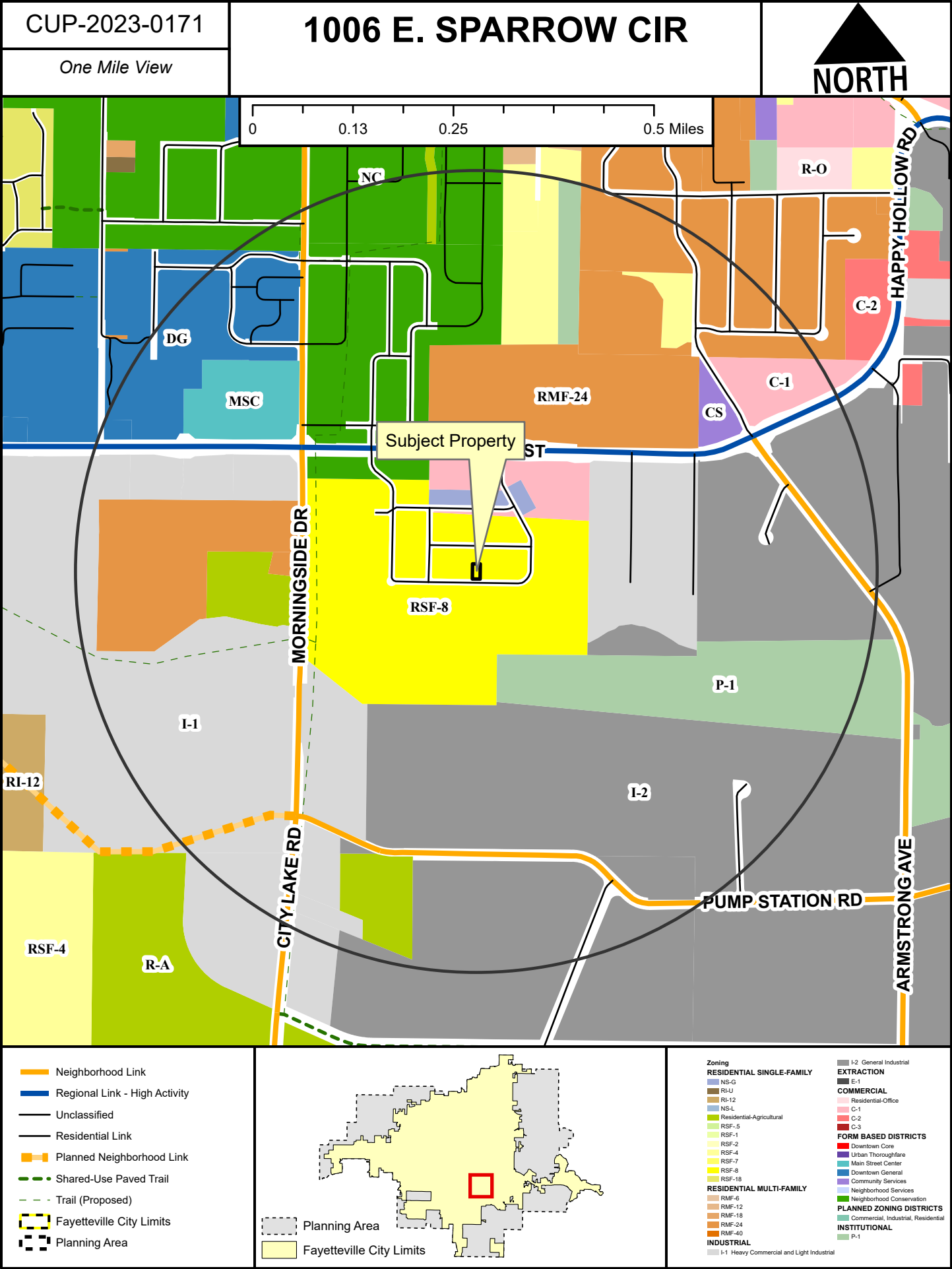
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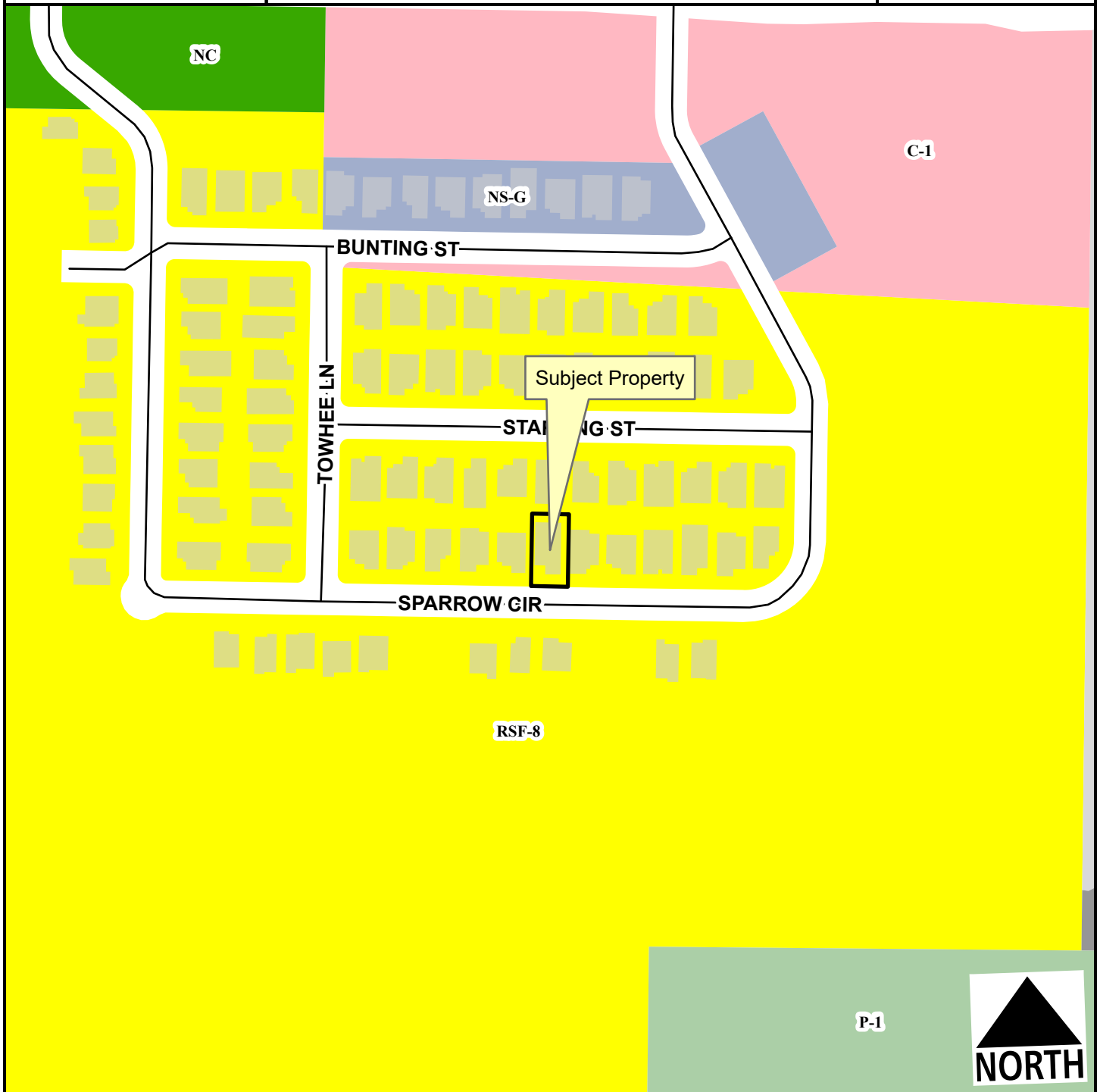




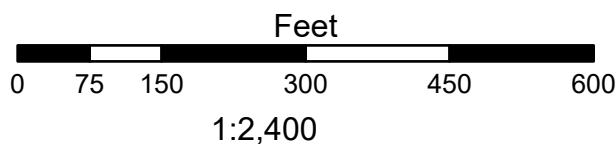
CUP-2023-0171

1006 E. SPARROW CIR

Close Up View



- Residential Link
- Planning Area
- Fayetteville City Limits



- RSF-8
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial
- C-1
- Neighborhood Services - Gen.
- Neighborhood Conservation
- P-1

CUP-2023-0171

1006 E. SPARROW CIR

Current Land Use



- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



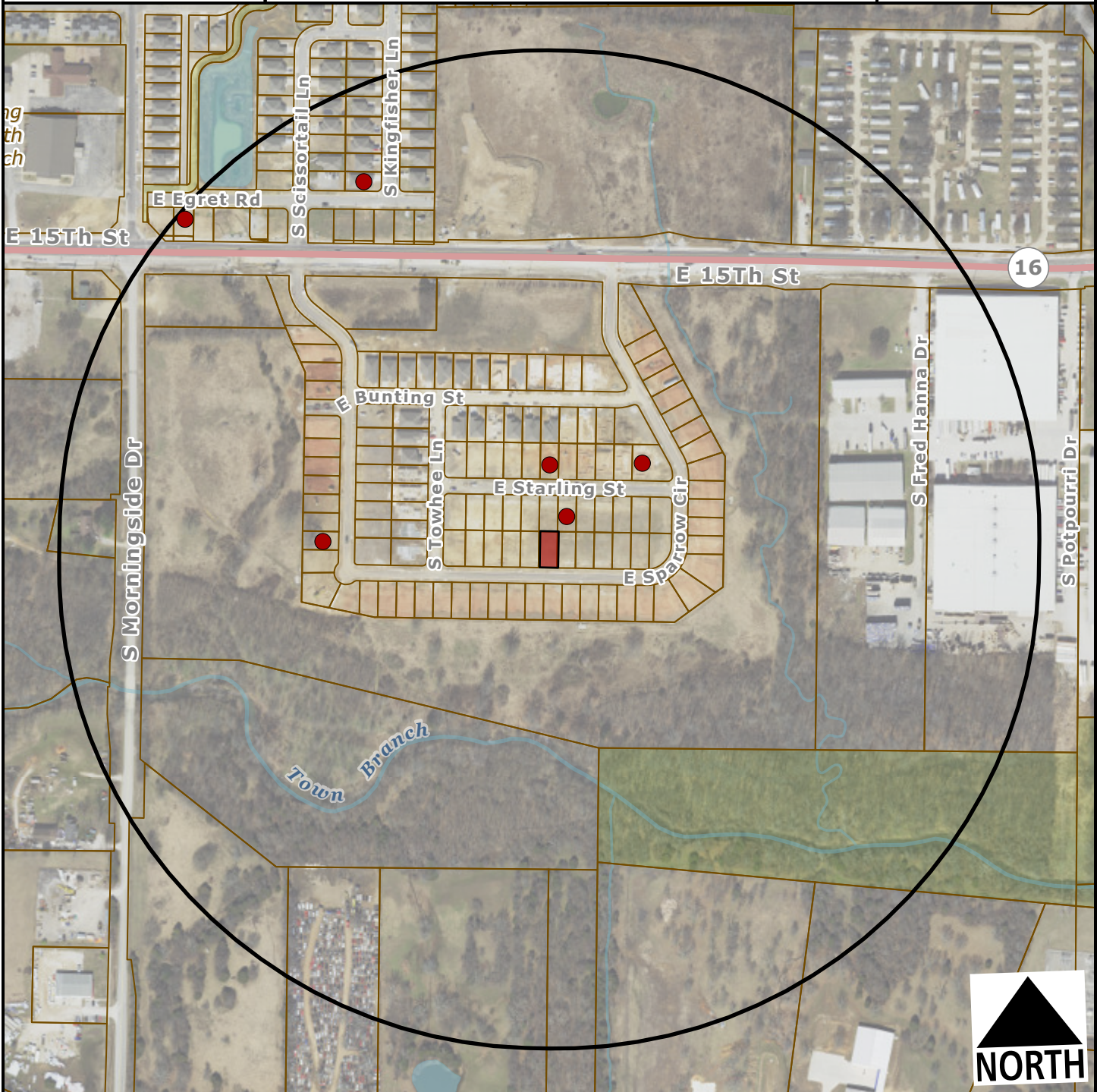
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CUP-2023-0171

1006 E. SPARROW CIR

STRs Within 1/4 Mile



-  Subject Property
-  Short Term Rental, Type 2



Within 1/4 Mile

Type 2 STRs: 6

Occupiable
Residential
Addresses
(Estimated
Housing Units): 157

PUBLIC COMMENT- PHONE SUMMARY

Tamijani, Zak Yesterday 3:58 PM

 Got a comment from a neighbor on CUP-23-0170, they wanted to express disapproval for: the number of STRs in the neighborhood, past negative experiences with STRs in this neighborhood including unattended dogs, noise/parties which are claimed to occur there but not yet reported, narrow streets and the added traffic that is brought in by the existing STRs, the STR tenants are unfamiliar with the etiquette that this space requires for the neighbors to live in harmony, and a concern that STRs diminish the sense of community.
It was stated that someone else of the community intends to speak via zoom on this tonight.

Yesterday 4:11 PM

If you are able to get ahold of the neighbor and they wish to speak to me, feel free to forward them

Tamijani, Zak Yesterday 4:19 PM

 Ahh, didn't see this message before. The complainant said that they'd like to apply it to both properties.

 1

Yesterday 4:19 PM

I figured that would be the case. Thanks for letting me know!

Tamijani, Zak Yesterday 4:19 PM

 There were additional comments and questions on basic procedural stuff .

Sure thing!



DEPARTMENTAL CORRESPONDENCE



OFFICE OF THE
CITY ATTORNEY

TO: Mayor
City Council
Kara Paxton, City Clerk/Treasurer

CC: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Kit Williams, City Attorney

DATE: January 23, 2024

RE: City Council must follow its enacted rules of appeal procedure until and unless it repeals them

Mr. Casey D. Copeland has written to you requesting that you agree to hear at your next meeting the two Conditional Use Requests for Short-Term Rentals on the merits which had months ago been denied by the Planning Commission with no proper appeal to the City Council. His client recently sought to present them again to the Planning Commission, but failed to satisfy the Planning Commission that there was sufficient evidence of changed circumstances to justify a new hearing before the normal one year had passed to allow submittal of the same conditional use requests. His client properly appealed that denial of a new hearing. That denial of a new hearing is what is before the City Council for your decision. This appeal process is codified in the *Unified Development Code* enacted as law by the City Council.

Mr. Copeland suggests that you use the Agenda Additions subsection of the *Rules of Order and Procedure of the Fayetteville City Council* to get around the **Appeals Chapter** of the *Unified Development Code*. This cannot be done for two reasons. First the enacted UDC is City Law which always will control over your procedural rules adopted by Resolution, not by ordinance. Secondly, the agenda additions subsection of your rules of order only allows a proper new item to be placed upon the agenda. Conditional Use requests pursuant to the UDC must be heard first by the Planning Commission and only considered upon three City

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

Council Members' appeal from the Planning Commission to the City Council. Because there was no proper appeal of the Planning Commission's initial denial of the Conditional Use requests, you lack jurisdiction to hear such requested appeal on the merits now. You may only decide whether or not to reverse the recent denial of the Planning Commission to hear a too soon reapplication for conditional uses on the previously rejected applications.

Although the City Council has clear authority to amend the *UDC* to change the **Appeals Chapter** so that the City Council can hear and decide a Conditional Use request without the Planning Commission's currently required first review and decision, until such an amendment occurs you **must** obey the current *Fayetteville Code of Ordinances* which includes the *UDC*. The Arkansas Supreme Court has so explicitly held.

"A city simply cannot pass procedural ordinances they expect to be followed by their residents and then conveniently ignore them themselves. **A legislative body must substantially comply with its own procedural policies.**" Potocki v. City of Fort Smith, 279 Ark. 19, 648 S.W. 2d 462, (1983). (emphasis added)

Similarly, the Arkansas Supreme Court agreed with the Pulaski County Chancery Court that the Little Rock Board of Directors had acted arbitrarily, capriciously and unreasonably in a rezoning case.

"(N)or does a city have to create a zoning ordinance or a land use plan or adopt planned use districts or planned commercial districts, but once it has done so **it must follow the ordinance until it is repealed or altered.**" City of Little Rock v. Pfeifer, 318 Ark. 679, 887 S.W. 2d 296, 298 (1994). (emphasis added)

Therefore, Mr. Casey Copeland's request that you ignore your **Appeals Chapter** procedure you enacted into the *UDC*, and allow him to present and argue the merits of the conditional use permits rather than whether the Planning Commission was correct or wrong when it denied him his untimely request for a new hearing is not legally within your power. We must comply with our enacted rules for this appeal even if some think it expedient to ignore them. It would be illegal for the Council to try to hear and decide the merits of the conditional use requests at your upcoming meeting.

AUNDREA STONE HANNA, P.L.L.C.
ATTORNEY AT LAW

ATTORNEYS
Aundrea Stone Hanna
Casey D. Copeland

120 N. 16th St.
P.O. Box 163
Fort Smith, Arkansas 72902
Phone: 479.242.5874
Facsimile: 479.242.1924
www.aundreahannalaw.com

SENDER'S EMAIL:
aundrea@aundreahannalaw.com
caseycopeland@aundreahannalaw.com

January 22, 2024

Fayetteville City Council & Mayor, *Via Email*

RE: GVW Investments, LLC's - February 6, 2024
CUP-2023-0170 & CUP-2023-0171

Dear Members of the City Council and Mayor:

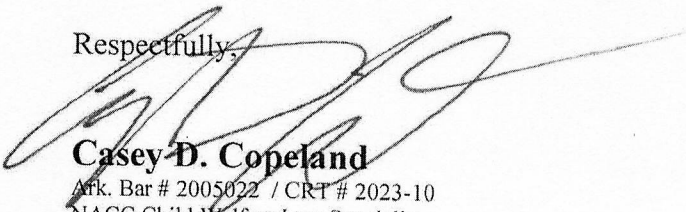
Please accept this letter as a request from my client, GVW Investments, LLC, to have its applications numbered CUP-2023-0170 and CUP-2023-0171 heard and determined on the merits by the City Council at the February 6, 2024 meeting, pursuant to rule A-7-b of the *Rules of Order and Procedure of the Fayetteville City Council*.

To be clear, this request is for the Council to hear and approve the CUP-2023-0170 and CUP-2023-0171 applications in addition to (not instead of) the appeal that is already set to be heard by the Council on February 6, 2024. If the Council determines not to consider the applications under rule A-7-b, then my client would ask that the appeal still be heard.

Finally, GVW Investments, LLC, believes that this request is necessary given the risk of further delay as a result of the currently enforced limitations on the number of short-term rental units, i.e., GVW Investments, LLC believes this request "requires immediate City Council consideration and...the normal agenda setting process is not practical" given the above noted limitations.

Thank you for your consideration.

Respectfully,


Casey D. Copeland

Ark. Bar # 2005022 / CRT # 2023-10
NACC Child Welfare Law Specialist

cdc

cc: client, and City Attorney's office



MEETING OF FEBRUARY 6, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **Appeal: CUP-2023-0170: Conditional Use Permit (854 E. SPARROW CIR/VAN WINKLE, 603): Submitted by GVM INVESTMENTS for property located at 854 E. SPARROW CIR. in WARD 1. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contains approximately 0.10 acres. The request is to reconsider the denial of the residence as a short-term rental.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend denial of a request to reconsider a conditional use permit for a short-term rental as described and shown below.

BACKGROUND:

The subject property is in south Fayetteville southeast of the intersection of S. Morningside Dr. and E. 15th St. The 0.10-acre property is zoned RSF-8, Residential Single-Family, Eight Units per Acre and is not part of any overlay districts. The property is developed with a 1,990 square foot single-family structure that received a certificate of occupancy in April 2023. On September 25, 2023, the Planning Commission voted 1-7-0 to deny this item. A subsequent appeal to the City Council failed due to the applicant not meeting time, form, and place requirements. A zoning violation letter for operating a short-term rental illegally was issued on October 25 and escalated to the city prosecutor on December 5. The applicant has since requested that the conditional use request be reconsidered pursuant to §163.02(D), which requires that the Planning Commission make a determination on changed conditions or new circumstances prior to hearing the new request.

Request: The applicant requests reconsideration for the denial of a conditional use permit to use the property as a Type 2 short-term rental. The reconsideration request was denied by the Planning Commission on January 8, 2024.

Findings: Staff does not find evidence of changed conditions or new circumstances that would warrant a reconsideration by the Planning Commission. Of the four items listed in the applicant's letter, three have not changed since the previous application. The applicant states they will limit guests to a maximum of eight; however, an occupancy limit of eight guests was a recommended condition of approval for the previous report and does not constitute a change. Additionally, the applicant states that a maximum of four cars will be permitted to park on the property with no on-street parking permitted. The staff report and applicant letter for the previous conditional use request list a maximum of four off-site parking spaces. Further, on-street parking

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

is not legal at this location due to the presence of a fire hydrant and associated fire lane. As such, the described parking limitations on the property and street also do not constitute a change of circumstances. The final item that the applicant cites as a change of circumstance is the monitoring of the property via a property manager and cameras. As the monitoring of the property was not discussed in the previous report, staff is unable to determine if this constitutes a change.

DISCUSSION:

At the January 8, 2024, Planning Commission meeting, a vote of 2-6-0 denied the request to reconsider the conditional use request. Commissioner Sparkman made the motion and Commissioner Garlock seconded. Staff presented their findings, and the applicant described reductions in guest counts, the addition of monitoring cameras and the similarity of the parking to other properties in the neighborhood. Commissioner Sparkman requested clarification on the applicant's stated guest count in their reconsideration request compared to the previous request. Staff confirmed the proposed reduction to eight permitted guests matches staff recommendations of approval from the previous request. There was no additional discussion. Commissioners Brink and Payne voted in favor of the reconsideration request. Commissioner Holcomb was absent, and all other commissioners voted against the reconsideration. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: Appeal Letter (#3), City Council Member Sponsor: Berna (#4), City Council Member Sponsor: Bunch (#5), City Council Member Sponsor: Jones (#6), City Attorney Memo (#7), Exhibit A (#8), Planning Commission Staff Report (#9), Memo - Kit Williams (#10)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1674

Appeal: CUP-2023-0170: Conditional Use Permit (854 E. SPARROW CIR/VAN WINKLE, 603): Submitted by GVM INVESTMENTS for property located at 854 E. SPARROW CIR. in WARD 1. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contains approximately 0.10 acres. The request is to reconsider the denial of the residence as a short-term rental.

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, SARAH BUNCH, AND D'ANDRE JONES AND REFER CONDITIONAL USE PERMIT CUP 2023-170 BACK TO THE PLANNING COMMISSION TO CONSIDER THE APPLICATION FOR A SHORT TERM RENTAL AT 854 EAST SPARROW CIRCLE IN WARD 1

WHEREAS, on September 25, 2023, the Planning Commission voted to deny a conditional use permit to use the property located at 854 East Sparrow Circle as a Type-2 short-term rental; and

WHEREAS, an appeal of that denial to the City Council failed due to the applicant not meeting time, form, and place requirements of § 155.02 of the Unified Development Code; and

WHEREAS, pursuant to § 163.02(D) of the Unified Development Code “no application for a conditional use will be considered by the Planning Commission within twelve (12) months from the date of final disapproval of a proposed conditional use unless there is evidence of changed conditions or new circumstances which justify reconsideration submitted to the Planning Commission”; and

WHEREAS, the applicant submitted a new conditional use request for the same property within twelve months of the final disapproval of its previous conditional use request and on January 8, 2024, the Planning Commission voted against hearing the new application; and

WHEREAS, Council Members Scott Berna, Sarah Bunch, and D’Andre Jones properly appealed the Planning Commission denial of the applicant’s request to hear the new conditional use request.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines, pursuant to § 163.02(D) of the Unified Development Code, that the applicant for a proposed short-term rental at 854 East Sparrow Circle has provided sufficient evidence of changed conditions or new circumstances which justify the consideration of the application prior to the expiration of twelve months; therefore, conditional use permit CUP-2023-170 is hereby referred back to the Planning Commission for

consideration of the full application.

AUNDREA STONE HANNA, P.L.L.C.

ATTORNEY AT LAW

ATTORNEYS
Aundrea Stone Hanna
Casey D. Copeland

120 N. 16th St.
P.O. Box 163
Fort Smith, Arkansas 72902
Phone: 479.242.5874
Facsimile: 479.242.1924
www.aundreahannalaw.com

SENDER'S EMAIL:
aundrea@aundreahannalaw.com
caseycopeland@aundreahannalaw.com

January 9, 2024

City of Fayetteville, Arkansas
City Council Members
Mayor & City Clerk

RE: **GVW Investments, LLC** vs. Fayetteville City Planning Commission
Appeals from **CUP-2023-0170 & CUP-2023-0171**
Commission action on appeal dated **January 8, 2024**

Dear Members of the Fayetteville City Council, Mayor, and City Clerk:

The appellant here is GVW Investments, LLC, ("GVW") owned and operated by Greg Van Winkle, who are represented herein by attorney Casey D. Copeland (#2005022), PO Box 163 Ft. Smith, AR 72902.

This appeal is brought pursuant to Section 155.05 of the Uniform Development Code within the Code of Ordinances for the City of Fayetteville (referenced herein as "UDC"). At issue is the Planning Commission's January 8, 2024 denial of GVW's request for reconsideration pursuant to Section 163.02(D) of the UDC. That reconsideration request stems from the previous denial of a conditional use permit application by the Planning Commission at their September 25, 2023 meeting. The September application numbers are CUP-2023-0104 and CUP-2023-0105; and the applications on appeal here are CUP-2023-0170 and CUP-2023-0171.

Attached to this letter are copies of the Planning Commission Memo prepared for the January 8, 2024 meeting, which also include the Planning Commission Memo for the September 25, 2024 meeting.

Pursuant to Section 155.03 of the UDC, we also request a stay of the effect of the Planning Commission so that the application remains within the current cap on short-term rental units until the Council has an opportunity to hear and determine this appeal. Section 155.03 simply reads "*An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.*" We believe a reasonable interpretation of this section would mean GVW's applications continue to fall within the current cap, and would request confirmation of this by the Council.

This issue began with the Planning Commission meeting on September 25, 2023, at which GVW Investments presented three (3) conditional use permit applications pursuant to Section 163.02 of the UDC. Two (2) of GVW's original applications (CUP-2023-0104 and CUP-2023-0105) were denied by the Planning Commission, while the third was approved. The recording of the Planning Commission discussion of the two (2) items at issue in this appeal can be found at the 01:12:43 and 1:31:16 time-stamps at the following link:

<http://reflect-fayetteville-ar.cablecast.tv/CablecastPublicSite/show/8000?seekto=4363&site=1>

With regard to the original applications, Planning Department staff recommended approval with conditions. Those conditions included occupancy limitations, and parking restrictions. GVW was accepting of the staff recommendations on September 25, 2023, and those recommendations remained unchanged for January 8, 2024. Regardless, the occupancy and parking issues were not the primary concerns of the Planning commission. Instead members of the Planning Commission primarily focused on the potential impact on first-time homeowners, ignoring the fact that the properties were already subject to long-term rentals, i.e., not homeowners. Concerns about traffic and safety were also raised, without any substantive discussion or presentation of data indicating any negative effects caused by short-term rentals. No public comment was made either to Planning staff or the Planning Commission with regard to the original applications. In short, the Planning Commission discussed and ultimately denied two (2) of GVW's applications for reasons unrelated to real or identifiable facts. The Planning Commission also ignored the fact that the properties, like many others, will likely remain a long-term rental property, and not become the property of the first-time homeowners for whom the Planning Commission expressed concern. Unfortunately, an appeal could not be perfected to the City Council from that September 25, 2023 in time and to form. The attempted appeal was rejected by the City Attorney's office, and thus was never presented for your consideration.

That being the case, and with the short-term rental cap looming, GVW's only viable option was to request reconsideration pursuant to Section 163.03(D) of the UDC, which reads, *"Approval/Reconsideration. No application for a conditional use will be considered by the Planning Commission within twelve (12) months from the date of final disapproval of a proposed conditional use unless there is evidence of changed conditions or new circumstances which justify reconsideration submitted to the Planning Commission."* The terms "changed conditions" and "new circumstances" are not defined in that section of the UDC, nor in "Definitions" section 151.01 of the UDC. Whether or not these undefined "changed conditions" or "new circumstances" existed was the only consideration the Planning Commission gave to GVW's new applications (CUP-2023-0170 and CUP-2023-0171) on January 8, 2024.

In a reversal from their September memo, Planning staff now recommended against GVW's request for reconsideration because staff believed there were no "changed conditions" or "new circumstances". The Planning Commission agreed. However, Planning staff focused primarily on the their own recommendations from September, which are the same as those they recommend to the Planning Commission now. Thus, according to Planning staff, there is no "changed conditions" or "new circumstances". Such a construction of Section 163.03(D) of the UDC logically removes input and control by applicants such as GVW, and in effect provides Planning staff and the Planning Commission with an impenetrable excuse to deny any reconsideration request. Further, given the issues focused on by the Planning Commission on

September 25, 2023, i.e., density, traffic, and impact on first-time homeowners, it's even more unclear how any applicant could satisfy the limited construction of "changed conditions" or "new circumstances" applied in this instance.

As such, meeting the burden of "changed conditions" or "new circumstances" becomes overwhelmingly difficult without knowing what factors, considerations, data, or other matters are or are not relevant. This ambiguity in the Section 163.03(D) of the UDC creates an unfair disadvantage to applicants such as GVW who were denied for nebulous reasons unrelated to the specific properties in question. In the end however, the Planning Commission is not the final authority on the meaning of the UDC. The City Council can take up GVW's request, and determine if there is merit in the reconsideration.

GVW believes that the adoption of the prior recommendations, along with the added provision of monitoring and enforcement of such rules by the owner and manager constitute a change in condition or "new circumstance" which warrants reconsideration by either the Planning Commission or the City Council. GVW also believes the conditions and circumstances are much more changed and new given that the Planning Commission announced at the January 8, 2024 meeting that the short-term rental cap has been met, meaning that GVW's investment in the properties in question will be significantly impacted without swift approval of the applications at issue on appeal.

In conclusion, GVW is asking that three (3) or more members of the City Council give them an opportunity to present this matter to the full council, and that the City Counsel reverse the decision of the Planning Commission regarding the reconsideration of CUP-2023-0170 and CUP-2023-0171 at the January 8, 2024 meeting.

Please feel free to contact myself or GVW if you have any questions about this request for appeal.

Respectfully,



Casey D. Copeland
Ark. Bar # 2005022 CRT # 2023-10
NACC Child Welfare Law Specialist

GVW Investments, LLC,
Greg Van Winkle,
Applicant

September 25, 2023, i.e., density, traffic, and impact on first-time homeowners, it's even more unclear how any applicant could satisfy the limited construction of "changed conditions" or "new circumstances" applied in this instance.

As such, meeting the burden of "changed conditions" or "new circumstances" becomes overwhelmingly difficult without knowing what factors, considerations, data, or other matters are or are not relevant. This ambiguity in the Section 163.03(D) of the UDC creates an unfair disadvantage to applicants such as GVW who were denied for nebulous reasons unrelated to the specific properties in question. In the end however, the Planning Commission is not the final authority on the meaning of the UDC. The City Council can take up GVW's request, and determine if there is merit in the reconsideration.

GVW believes that the adoption of the prior recommendations, along with the added provision of monitoring and enforcement of such rules by the owner and manager constitute a change in condition or "new circumstance" which warrants reconsideration by either the Planning Commission or the City Council. GVW also believes the conditions and circumstances are much more changed and new given that the Planning Commission announced at the January 8, 2024 meeting that the short-term rental cap has been met, meaning that GVW's investment in the properties in question will be significantly impacted without swift approval of the applications at issue on appeal.

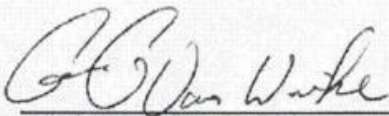
In conclusion, GVW is asking that three (3) or more members of the City Council give them an opportunity to present this matter to the full council, and that the City Counsel reverse the decision of the Planning Commission regarding the reconsideration of CUP-2023-0170 and CUP-2023-0171 at the January 8, 2024 meeting.

Please feel free to contact myself or GVW if you have any questions about this request for appeal.

Respectfully,

Casey D. Copeland

Ark. Bar # 2005022 / CRT # 2023-10
NACC Child Welfare Law Specialist



GVW Investments, LLC,
Greg Van Winkle,
Applicant

From: [Paxton, Kara](#)
To: [CityClerk](#)
Subject: FW: Planning Commission Appeal
Date: Friday, January 12, 2024 11:01:08 AM
Attachments: [image001.png](#)

Good morning,

Please archive the below email I received regarding an appeal from Council Member Berna.

Thank you,

Kara Paxton
MSISM, MMC, CAMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323



From: Berna, Scott <scott.berna@fayetteville-ar.gov>
Sent: Thursday, January 11, 2024 7:42 PM
To: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>
Cc: Casey Copeland <caseycopeland@aundreahannalaw.com>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; %20mike.wiederkehr@fayetteville-ar.gov; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Re: Planning Commission Appeal

I will agree to the appeal

Scott Berna
Ward 3 Position 1
Fayetteville City Council

On Jan 11, 2024, at 7:26 PM, Bunch, Sarah <sarah.bunch@fayetteville-ar.gov> wrote:

Everyone,

I have spoken with Mr. Van Winkle, and based on our discussion I have decided to back

his appeal. I asked him if he was aware Fayetteville had met its cap for STRs, and he assured me he was in the last group awaiting approval. I will try to verify this tomorrow.

From what we discussed it sounds like he has made several changes to the property that might make his appeal more agreeable this time, but I will check into this tomorrow as well. I believe he still needs 2 more council members to back this appeal.

Sarah Bunch

Sent from my iPhone

On Jan 8, 2024, at 9:46 PM, Casey Copeland
<caseycopeland@aundreahannalaw.com> wrote:

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

Members of the Fayetteville City Council,

I represent Mr. Greg Van Winkle in regards to recent denials of conditional use permits related to short-term rental applications. Two of my client's applications were denied reconsideration at tonight's Planning Commission meeting, and my client would like to appeal that denial pursuant to Section 155.05 of the UDC. Further, my client would like to request a stay pursuant to Section 155..03, so that the currently applicable cap on short-term rentals will not exclude future approval of the applications at issue on appeal.

Briefly for now, the only issue determined by the Planning Commission tonight was that my client's request for reconsideration (Section 163.02) was denied for lack of changed circumstances. I will be presenting you with our argument against that decision by letter in the next day or two. In the meantime, if you believe you might be willing to give Mr. Van Winkle an opportunity to make his case to the City Council, we would appreciate such support; understanding that your support of an appeal may or may not result in your support of my client on the full merits of his appeal to the Council.

In short, we hope that you will give him the chance to make his case to the Council, and let the elected representative of the people of Fayetteville decide whether his application can or should move forward.

Until then, we thank you all for your consideration.

Respectfully,

Casey D. Copeland, Ark. Bar # 2005022

AUNDREA STONE HANNA, PLLC

120 N. 16th St., Fort Smith, AR 72902; 479-242-5874

3300 Market St, #135, Rogers, AR 72758; 479-412-4728

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From: [Paxton, Kara](#)
To: [CityClerk](#)
Subject: FW: Planning Commission Appeal
Date: Friday, January 12, 2024 11:02:23 AM
Attachments: [image001.png](#)

Good morning,

Please archive the below email I received regarding an appeal from Council Member Bunch.

Thank you,

Kara Paxton
MSISM, MMC, CAMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323



From: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>
Sent: Thursday, January 11, 2024 7:27 PM
To: Casey Copeland <caseycopeland@aundreahannalaw.com>
Cc: Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; %20mike.wiederkehr@fayetteville-ar.gov; Berna, Scott <scott.berna@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Re: Planning Commission Appeal

Everyone,

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Sarah Bunch

Sent from my iPhone

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Casey D. Copeland, Ark. Bar # 2005022
AUNDREA STONE HANNA, PLLC
120 N. 16th St., Fort Smith, AR 72902; 479-242-5874
3300 Market St, #135, Rogers, AR 72758; 479-412-4728

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From: [Paxton, Kara](#)
To: [CityClerk](#)
Subject: FW: Planning Commission Appeal
Date: Friday, January 12, 2024 11:01:39 AM
Attachments: [image001.png](#)

Good morning,

Please archive the below email I received regarding an appeal from Council Member Jones.

Thank you,

Kara Paxton
MSISM, MMC, CAMC, CMO
City Clerk Treasurer
City of Fayetteville, Arkansas
kapaxton@fayetteville-ar.gov
T 479.575.8323



From: D'Andre Jones <dre91732000@gmail.com>
Sent: Thursday, January 11, 2024 7:33 PM
To: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>
Cc: Casey Copeland <caseycopeland@aundreahannalaw.com>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; %20mike.wiederkehr@fayetteville-ar.gov; Berna, Scott <scott.berna@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Re: Planning Commission Appeal

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Good evening thanks Council member Bunch, I have spoken to Mr Van Winkle and I will be supporting the appeal as well!!
Sent from my iPhone

On Jan 11, 2024, at 7:26 PM, Bunch, Sarah <sarah.bunch@fayetteville-ar.gov> wrote:

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AUNDREA STONE HANNA, PLLC

120 N. 16th St., Fort Smith, AR 72902; 479-242-5874

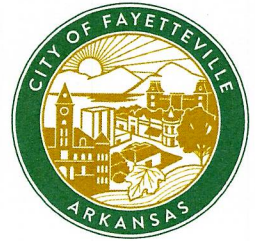
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OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



TO: **Mayor Jordan**
City Council

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Development Services Director
Jesse Masters, Development Review Manager

FROM: **Kit Williams**, City Attorney

DATE: **January 11, 2024**

RE: **Letter from Attorney Casey Copeland**

Attorney Casey Copeland sent the Mayor and City Council a letter dated January 9, 2024 that needs some clarification. The January 8th Planning Commission decision was not a reconsideration of Planning Commission's decision to deny his client's request for a conditional use permit in September. The Planning Commission did not reconsider whether their September denial was correct or justified. Instead, the Planning Commission simply considered whether the applicant had submitted "evidence of changed conditions or new circumstances which justify reconsideration." §163.02 (D).

The Planning Commission's decision that the applicant failed to submit sufficient evidence of changed conditions or new conditions that would justify a second consideration of their request in less than a year is the only issue that now can be appealed to the City Council by three Council Members.

The City Council enacted *U.D.C. § 155.05 (A)(3) Conditional Use Request* which states that it requires three City Council Members all requesting an appeal of a Planning Commission decision to approve or deny a conditional use request to appeal such decision to the City Council. When Mr. Copeland's clients failed to garner such City Council Member support "within ten (10) working days from the date of the final action taken," *U.D.C. § 155.02 (B)*, potential review by the City Council ends. The City Attorney's Office just noted that fact. We did not reject any repeal. There was no appeal of the Planning Commission decision in

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

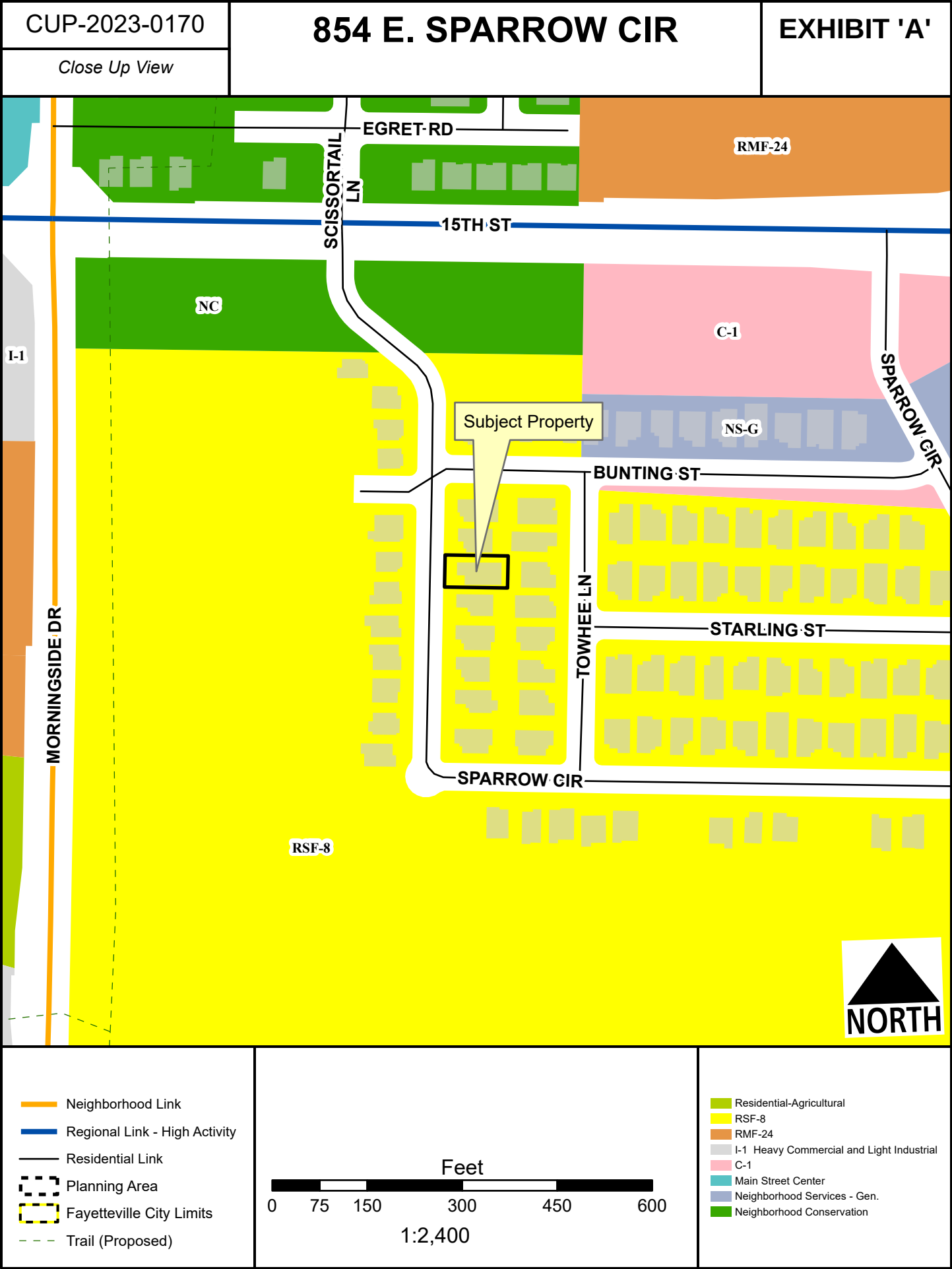
Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

September. The City Council Members just chose not to sponsor their possible appeal of that Planning Commission decision.

That initial decision made last September is not under your review. The only issue that could be a part of a three City Council Member appeal now is an exception to the general rule that a conditional use request must wait for a year before being presented again to the Planning Commission. The Planning Commission ruled on January 8, 2024, that Mr. Copeland's clients failed to submit sufficient evidence of changed conditions or new circumstances to justify a new hearing to avoid the one year waiting period.

This is the same basic *U.D.C.* limitation as for denied rezoning requests. Our Planning Commissioners devote many hours listening and deciding zoning and development issues twice a month. These *Unified Development Code* required limitations of already decided applications were enacted to avoid basically identical requests every few months from unhappy applicants in order to prevent substantial wasted time for our Planning Commissioners.





TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: January 8, 2024 (UPDATED WITH MEETING RESULTS)

SUBJECT: **CUP-2023-0170: Conditional Use Permit (854 E. SPARROW CIR/VAN WINKLE, 603):** Submitted by GVM INVESTMENTS for property located at 854 E. SPARROW CIR. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contains approximately 0.10 acres. The request is to reconsider the denial of the residence as a short-term rental.

RECOMMENDATION:

Staff recommends denial of **CUP-2023-0170**.

RECOMMENDED MOTION:

*"I move to deny the reconsideration request for **CUP-2023-0170**."*

If the reconsideration request is heard, staff recommends the below motion:

*"I move to deny **CUP-2023-0170**."*

BACKGROUND:

The subject property is in south Fayetteville southeast of the intersection of S. Morningside Dr. and E. 15th St. The property is zoned RSF-8, Residential Single-Family, Eight Units per Acre and is not part of any overlay districts. The property is approximately 0.10 acres and is developed with a 1,990 square foot single-family structure that received certificate of occupancy in April 2023.

On September 25, 2023, the Planning Commission voted 1-7-0 to deny this item, citing the high density of existing short-term rental units within the Creekside Meadows neighborhood, the difficulty of evaluating potential impacts of short-term rentals in new neighborhoods, and potential issues with parking enforcement and associated safety concerns due to the proximity of the fire hydrant. Commissioner Payne voted in favor of the request, stating that the 2% rule is no longer applicable and citing staff's findings of compatibility. A subsequent appeal to the City Council failed due to the applicant not meeting time, form, and place requirements. A zoning violation letter for operating a short-term rental illegally was issued on October 25 and escalated to the city prosecutor on December 5. The applicant has requested that the conditional use request be reconsidered pursuant to §163.02(D), which requires that the Planning Commission make a determination on changed conditions or new circumstances prior to hearing the new request. Additional information regarding the project history and proposed reconsideration are included in the report below and in staff attachments.

On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
South	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
East	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
West	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre

*City Plan 2040 Future Land Use Designation: **City Neighborhood***

Proposal: The applicant requests reconsideration of a conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: No public comment was provided with the previous conditional use permit. Staff has not received any public comment regarding the revised request.

RECOMMENDATION: Staff recommends denial of **CUP-2023-0170**. If approved, staff recommends the following conditions.

Conditions of Approval:

1. **Planning Commission determination of compatibility.** Staff finds the proposed short-term rental to be incompatible with the neighborhood based on the findings in this report.
2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.
3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.
4. The number of occupants is limited to a maximum of eight for the entire unit when the property is operated as a short-term rental.
5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.
6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
7. All trash receptacles shall be screened from view of the right-of-way.

8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.
9. Any signage shall meet the requirements as outlined in §174, Signage.
10. Any short-term rental guests shall park in either the garage or on-site driveway. No on-street parking shall be permitted.
11. Per Business Regulations §120.02(A), the owners of only short-term rentals shall be required to designate and register their landlord's representative into the Landlord's Representative Registry.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date:	<u>January 8, 2024</u>	☐ Tabled	☐ Approved	☒ Denied	
Motion:	SPARKMAN	MOTION TO RECONSIDER FAILED			
Second:	GARLOCK				
Vote:	2-6-0 (GULLEY, WINSTON, MCGETRICK, SPARKMAN, GARLOCK, AND MADDEN VOTED AGAINST)				

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES; APPROVAL/RECONSIDERATION.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.
2. Decide such questions as are involved in determining whether a conditional use should be granted; and,
3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or
4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. Procedures. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-8 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in the application to grant the conditional use; and

Finding: The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit; however as the request was denied less than one year ago, the application is subject to §163.02(D), which prohibits an application for a conditional use permit from being considered by the Planning Commission within twelve (12) months of final disapproval unless there is sufficient evidence of changed circumstances or new circumstances that justify reconsideration. The applicant has provided a letter describing changed circumstances on the property for Planning Commission consideration.

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: Staff finds that granting the requested conditional use could negatively affect the public interest given the existing density of short-term rentals within the Creekside neighborhood and potential impacts from on-street parking within a fire lane. The addition of further short-term rentals within the neighborhood could place an undue burden on adjacent long-term residents.

(c.) The Planning Commission shall certify:

(1.) Compliance with the specific rules governing individual conditional uses; and

Finding: There are specific rules governing Short-Term Rentals, as described in §163.18 and in the following report.

D. Approval/Reconsideration. No application for a conditional use will be considered by the Planning Commission within twelve (12) months from the date of final disapproval of a proposed conditional use unless there is evidence of changed conditions or new circumstances which justify reconsideration submitted to the Planning Commission.

Finding: Staff does not find evidence of changed conditions or new circumstances that would warrant a reconsideration by the Planning Commission. Of the four items listed in the applicant's letter, three have not changed since the previous application. The applicant states they will limit guests to a maximum of eight; however, an occupancy limit of eight guests was a recommended condition of approval for the previous report and does not constitute a change. Additionally, the applicant states that a maximum of

four cars will be permitted to park on the property with no on-street parking permitted. The staff report for the previous conditional use request listed a maximum of four off-site parking spaces and cited the fire lane and adjacent hydrant when noting that no on-street parking would be permitted. As such, the described parking limitations also do not constitute a change of circumstances. The final item that the applicant cites as a change of circumstance is the monitoring of the property via a property manager and cameras. As the monitoring of the property was not discussed in the previous report, staff is unable to determine if this constitutes a change. Due to lack of cited changed circumstances, staff recommends that the previous denial of the request stand.

§163.18 - SHORT-TERM RENTALS

- A. Residential Zoning Districts.** Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: The request is to operate a Type 2 Short-Term Rental, Use Unit 46, in RSF-8 zoning which requires a conditional use permit.

- B. Occupancy.** Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: Occupancy is limited as described in UDC §163.18(A)(3). Occupancy limitations are confirmed by the applicant during licensing. Since this house contains four bedrooms, occupancy will be limited to a maximum of ten guests per ordinance. The applicant has stated an intent to limit the total guest count to eight. This limit aligns with previous staff recommendations given the lack of on-street parking on E. Sparrow Cir.

- C. Parking.** Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: Staff recommends parking is limited as described in UDC §163.18(A)(4). Single-family structures are required to provide parking at a rate of two vehicle spaces per dwelling unit. According to the applicant the structure has four bedrooms, two parking spaces within an attached garage and two parking spaces within an associated driveway. No change has been made from the previous conditional use request.

- D.** Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.

- E. Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

Finding: The application is for use of the property at 854 E. Sparrow Cir. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

- F. **Exceptions.** Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: Type 2 short-term rentals are subject to a citywide density cap at 475 business licenses. As of January 2, 2024, the City had issued 439 Type 2 short-term rental licenses., and 37 remain in the queue for processing. Granting a CUP for this location would entitle the applicant to apply for a business license, but does not guarantee its approval. No exceptions are being requested.

- G. Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: This short-term rental would be subject to all codes in Business Regulations §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.

- H. Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1. Adequate parking infrastructure;
2. Adequate adjoining or nearby streets for on-street parking;
3. Frequency or concentration of nearby licensed Type 2 short-term rentals; and
4. Prior zoning or code violations.

Finding: Staff finds there is likely adequate parking infrastructure to support the use of the property as a short-term rental with a reduced guest count. The structure has four bedrooms and four parking spaces within an attached garage and driveway. Parking on E. Sparrow Circle is prohibited in order to maintain fire access. The street is wider in front of the subject parcel due a fire hydrant located on the west side of the street, and any vehicles parked in front of the property will likely be impeding access to the hydrant. Staff recommends conditions that guests be limited to eight and that no on-street

parking shall be permitted. No change has been made from the previous conditional use request regarding these conditions.

City records indicate seven other units within a quarter-mile radius of the subject property has an active Type 2 short-term rental business license; however, staff notes that this applicant has also requested reconsideration of the conditional use approval for short-term rentals at 1006 E. Sparrow Cir. which was also denied at the September 25 meeting. Within Creekside Meadows, if both 854 and 1006 E. Sparrow Circle are approved, the neighborhood would be approximately 5% short-term rentals, which is over double the previous city-wide cap of 2%. The neighborhood is currently at 4% capacity. Staff finds that approving the additional short-term rentals within Creekside Meadows may be too high of a concentration for the area.

Additionally, the property currently has an active zoning violation for operating without a business license. Staff received the complaint on October 4, issued a violation letter on October 25, and escalated the violation to the city prosecutor on December 5 after remedial measures were not completed. Additional information on the project history and zoning violation are included in staff exhibits.

§163.02. AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding: The property has frontage along E. Sparrow Circle, an improved residential link street with sidewalk on both sides. The street widens in front of this property in order to provide adequate space around a fire hydrant on the west side of the street and is designated as a fire lane. With added conditions limiting guests count to eight and prohibiting parking within the fire lane, staff finds the proposal will not adversely affect traffic flows or fire access. No change has been made from the previous conditional use request as on-street parking is not legal in this location.

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: Four off street parking spaces are available in an attached garage and associated driveway. The short-term rental ordinance limits the number of guest vehicles to the maximum number of vehicles as allowed by the underlying zoning district. No change has been made from the previous conditional use request.

- (c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: The applicant proposes typical residential trash cart service rather than dumpster service, with the trash carts to be stored in the garage. Staff recommends storage of the containers should be screened from public view when not at the curb for residential pick-up.

- (d.) Utilities, with reference to locations, availability, and compatibility;

Finding: Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.

- (e.) Screening and buffering with reference to type, dimensions, and character;

Finding: Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.

- (f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.

- (g.) Required yards and other open space; and

Finding: Based on the applicant's submittal, the structure is meeting relevant setbacks.

- (h.) General compatibility with adjacent properties and other property in the district.

Finding: Staff finds the use to be incompatible with the surrounding properties. Since the previous conditional use request was heard on September 25, an additional two short-term rentals, including one by the applicant, have received type 2 short-term rental business licenses in within ¼ mile of the subject property. Staff finds the addition of further short-term rentals within Creekside Meadows is likely to negatively impact the neighborhood. Further the applicant has been operating the short-term rental illegally and has an active zoning violation that has been escalated to the city prosecutor.

- (i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: Staff finds the proposed use to be somewhat incompatible with the City's adopted land use, transportation, and other strategic plans since short-term rentals do not clearly support any of the goals identified in those plans. However, there are safeguards in place that limit how short-term rentals operate to ensure that the City can still meet those goals, including a citywide density cap of 475 units and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

BUDGET/STAFF IMPACT:

None

Attachments:

- Business Regulations
 - §118.01 Applicability
- Unified Development Code
 - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
 - §161.09 District RSF-8, Residential Single-Family – Eight (8) Units Per Acre
- Applicant Exhibits
 - Reconsideration Request
 - Conditional Use Request Letter
 - Site Plan
 - Building Floor Plan
 - Building Elevations
- Staff Exhibits:
 - Project History Timeline
 - Excerpts from CUP-2023-0104 Final PC Report (Denied)
 - City Attorney Memo: Failed Appeals of CUP-2023-0104 & CUP-2023-0105
 - CVZD-2023-0660 Zoning Violation Reports
 - Violation Letter
 - Violation History
 - Images and STR Records
 - Short-Term Rentals Neighborhood Analysis
- One Mile Map
- Close-Up Map
- Current Land Use Map
- STRs within ¼ Mile Map

PUBLIC COMMENT RECEIVED AFTER PACKET CREATION

118.01 Applicability

- (E) *Short-Term Rentals.* A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.
- (1) *Short-Term Rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.
 - (2) *Short-Term Rental, Type 2.* A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property. A conditional use permit is required for a Type 2 short-term rental in a residential zoning district prior to the city issuing a business license.
 - (3) *License Required.* No dwelling unit in the city shall be used as a short-term rental unless:
 - (a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
 - (b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
 - (c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.
 - (4) A separate business license shall be required for each dwelling unit used as a short-term rental.
 - (5) Any change in ownership requires a new or amended business license.
 - (6) If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.
 - (7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:
 - (a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
 - (b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
 - (c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
 - (d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
 - (e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
 - (f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
 - (g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.
 - (8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).
 - (11) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:
 - (a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.
 - (b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.
 - (c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.

- (10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate compliance with this section. For the purposes of these regulations, 'availability' means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.
- (11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the City upon request.
- (12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.
- (13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.
- (14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.
- (15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).
- (16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of 2% of all dwelling units in the Fayetteville city limits may be utilized as Type 2 rentals. Total dwelling units are determined from current United States Census Bureau and/or American Community Survey numbers, whichever number is higher. A conditional use permit may not permit:
 - (a) More Type 2 short-term rentals than what is allowed by the city-wide density cap. Type 2 short-term rentals in commercial and mixed-use zoning districts where hotel/motels are permitted by right shall not contribute to the city-wide density cap.
 - (b) More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.
 - (c) Individual 2-, 3- and 4-family buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.
 - (d) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.
- (17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.
- (18) Short-term rentals must comply with all applicable codes under Unified Development Code §163.18 and § 164.26 successfully obtain a business license prior to operation.

(Ord. No. 6427 , §§1(Exh. A), 2, 4-20-21; Ord. No. 6505 , §1(Exh. A), 11-16-21; Ord. No. 6521 , §§1, 2, 1-18-22; Ord. No. 6537 , §1(Exh. A), 2-15-22)

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

- (A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

- 1) R-A
- 2) RSF-.5
- 3) RSF-1
- 4) RSF-2
- 5) RSF-4
- 6) RSF-7
- 7) RSF-8
- 8) RSF-18
- 9) RI-12
- 10) RI-U
- 11) RMF-6
- 12) RMF-12
- 13) RMF-18
- 14) RMF-24
- 15) RMF-40
- 16) NC

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

- (B) *Occupancy.* Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.
- (C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.
- (D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.
- (E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
- (F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.
- (G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.
- (H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:
- 1) Adequate parking infrastructure;
 - 2) Adequate adjoining or nearby streets for on-street parking;
 - 3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and
 - 4) Prior zoning or code violations

(Ord. No. 6427 , §§1(Exh. E), 2, 4-20-21; Ord. No. 6505 , §2(Exh. B), 11-16-21; Ord. No. 6537 , §2(Exh. B), 2-15-22)

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
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Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

This letter is to request the Planning Commissions reconsideration of both 854 E Sparrow Circle & 1006 E Sparrow Circle Conditional Use Permit.

Based on the reason for the commission's denial of both homes we have adjusted the number of people allowed to stay as well as the number of cars allowed. We are allowing a maximum of 8 people at any given time as well as 4 cars max. 2 parking inside the garage and 2 parking on driveway. Making it clear that there is to be absolutely no street parking for any reason at any given time.

We will also be monitoring this via property manager and cameras.

We hope that this adjustment will allow us the opportunity to move forward with an appeal.

I will also attach a screenshot of house rules showing changes to rules.

Thank you for your

consideration! Greg Van Winkle

These align with staff recommendations or previous conditions of the site per the previous conditional use permit request. Have any other circumstances changed on the site, property, or neighborhood?

Reviewed by:
Donna Wonsower, Planner Development Services

No other changes- GVW

Conditional Use Permit

Request to apply for a conditional use permit, required to own and operate a single family residence for short term rental use. **4bdrm/ 2bath -GVW**

List total number of bedrooms in residence Reviewed by:
Donna Wonsower, Planner
Development Services

(a) Building size in square feet; existing and proposed
1699

(b) Color elevations of all exterior sides of the structure
Tan siding & red brick

(c) Number of off-street parking spaces to be provided /
number required- **4 total. 2 inside garage & 2 on driveway**

(d) Outdoor lighting- **2- Garage, 1 Front porch, 1 Back porch**

(e) Noise- **N/A**

(f) Screening or buffering from adjacent properties- **N/A**

(g) Trash and refuse service (with particular reference to
visibility from the street and adjacent properties)- **Trash
can kept inside garage**

(h) Ingress and egress to the property; traffic impacts
Paved street

(i) A response discussing the general compatibility of the
proposed use with adjacent properties and other property
in the neighborhood- **Based on conversation with**

neighbors. Several are University students renting and have no concerns with short term rentals in the area

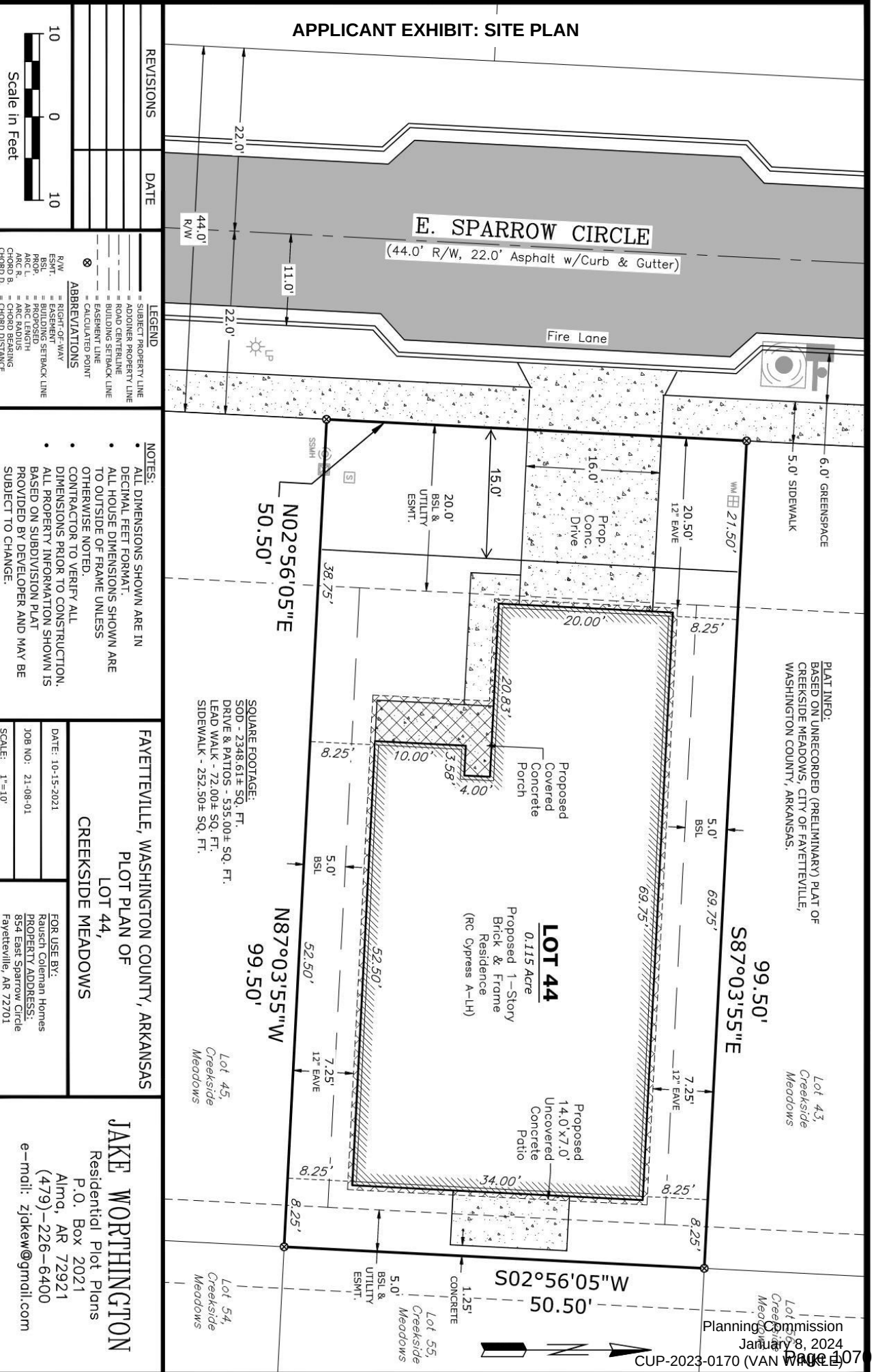
APPLICANT EXHIBIT: SITE PLAN



854 E Sparrow- County Parcel Map



APPLICANT EXHIBIT: SITE PLAN



This floor plan shows a 4-bedroom house with a garage, patio, and various optional features. The layout includes:

- Garage:** Attached to the front of the house, featuring a "WH" (water heater) and a "D" (dryer) area.
- Entry:** Leads into the main living area.
- Living Areas:** Includes a "GREAT ROOM" and a "DINING" area.
- Kitchen:** Features a "KITCHEN" with a "D/W" (dishwasher) and a "PATIO" access.
- Bedrooms:** Four bedrooms are shown, including a "MSTR. BEDROOM" (Master Bedroom) and "BEDROOM 2", "BEDROOM 3", and "BEDROOM 4".
- Bathrooms:** Includes a "MSTR. BATH" (Master Bathroom) and a "BATH".
- Other Features:** A "W.C." (water closet), a "LAUNDRY" room, and a "PORCH" are also included.
- Optional Features:** Several areas are marked as "OPTIONAL", including a "SLOPE CEILING" in the master bedroom, a "SLOPE CEILING" in the master bathroom, a "SLOPE CEILING" in the dining area, a "SLOPE CEILING" in the kitchen, a "SLOPE CEILING" in the master bedroom, and a "SLOPE CEILING" in the master bathroom.

OPT. HVAC MOVES TO ATTIC

OPT. FLUSH BAR TOP

OPT. BARTOP

OPT. DOUBLE BOWL SINK

OPT. SOAKER TUB & SHOWER

OPT. SOAK TUB W/ SHWR HEAD

APPLICANT EXHIBIT: ELEVATIONS



APPLICANT EXHIBIT: ELEVATIONS



STAFF EXHIBIT: PROJECT HISTORY

After the project denial on September 25, extensive communication has occurred between the applicant and city staff regarding the project status and potential next steps. A short summary of the project history in the interim months is included below:

- **SEPTEMBER 26, 2023:** Email from Donna Wonsower, planner, to applicant explaining appeal process. (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 3, 2023:** Email from Blake Pennington, senior assistant city attorney, to applicant and city council further clarifying time, form, and place requirements of UDC 155.02 (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 4, 2023:** Planning staff received complaint that property was operating a short-term rental without a business license. CVZD-2023-0660 opened (see attached zoning violation reports).
- **OCTOBER 5, 2023:** Donna Wonsower sent additional email sent clarifying appeal date and written appeal process with a follow up phone conversation (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 6, 2023:** Blake Pennington emailed example appeals to applicant, and received email from attorney Beau Wilcox noting appeal was being prepared (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 8, 2023:** Appeal emailed to mayor, city attorney, and city council. Appeal was not emailed to city clerk per UDC 155.02 (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 9, 2023:** Appeal deadline.
- **OCTOBER 10, 2023:** Blake Pennington emailed applicant notifying them of appeal failure due to failure to file with the city clerk (see attached memo “Failed Appeal of CUP-2023-0104 & CUP-2023-0105.”)
- **OCTOBER 25, 2023:** Notice of zoning violation sent (see attached zoning violation reports).
- **OCTOBER 28, 2023:** Notice of violation delivered per USPS tracking system.
- **NOVEMBER 7, 2023:** Application received for conditional use permit reconsideration.
- **DECEMBER 5, 2023:** Zoning violation escalated to city prosecutor. Short-term rental listing removed from Airbnb; however, the applicant has not completed all required remedial actions including the provision of all guest records (see attached zoning violation reports).



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: September 25, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **CUP-2023-0104: Conditional Use Permit (854 E. SPARROW CIR/VAN WINKLE, 603):** Submitted by GVM INVESTMENTS for property located at 854 E. SPARROW CIR. The property is zoned RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and contain approximately 0.10 acres. The request is to use the residence as a short-term rental.

RECOMMENDATION:

Staff recommends approval of **CUP-2023-0104**, with conditions as outlined by staff.

RECOMMENDED MOTION:

*"I move to approve **CUP-2023-0104** with conditions, determining:*

- In favor of compatibility with adjacent properties;*
- In favor of all other conditions as recommended by staff."*

BACKGROUND:

The subject property is in south Fayetteville southeast of the intersection of S. Morningside Dr. and E. 15th St. The property is zoned RSF-8, Residential Single-Family, Eight Units per Acre and is not part of any overlay districts. The property is approximately 0.10 acres and is developed with a 1,990 square foot single-family structure that received certificate of occupancy in April 2023. On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
South	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
East	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre
West	Single-family Residential	RSF-8, Residential Single-family, 8 Units per Acre

City Plan 2040 Future Land Use Designation: **City Neighborhood**

Proposal: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS

rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: Staff has not received any public comment regarding this request.

RECOMMENDATION: Staff recommends approval of **CUP-2023-0104**, with the following conditions;

Conditions of Approval:

1. **Planning Commission determination of compatibility.** Staff finds the proposed short-term rental to be compatible with the neighborhood based on the findings in this report;
2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.
3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.
4. The number of occupants is limited to a maximum of eight for the entire unit when the property is operated as a short-term rental.
5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.
6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
7. All trash receptacles shall be screened from view of the right-of-way.
8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.
9. Any signage shall meet the requirements as outlined in §174, Signage.
10. Any short-term rental guests shall park in either the garage or on-site driveway. No on-street parking shall be permitted.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date:	<u>September 25, 2023</u>	☐ Tabled	☐ Approved	☒ Denied	
Motion:	SPARKMAN				MOTION TO APPROVE FAILED
Second:	PAYNE				
Vote:	1-7-0 (MCGETRICK, SPARKMAN, BRINK, GARLOCK, MADDEN, GULLEY, AND WINSTON VOTED AGAINST)				

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.
2. Decide such questions as are involved in determining whether a conditional use should be granted; and,
3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or
4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. Procedures. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-8 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:
 - (a.) That it is empowered under the section of this chapter described in the application to grant the conditional use; and

Finding: The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit.

- (b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: Staff finds that granting the requested conditional use is unlikely to negatively affect the public interest, given the applicable business license requirements including a required building safety inspection, and applicable density caps on Type 2 short-term rentals.

- (c.) The Planning Commission shall certify:

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS

- (1.) Compliance with the specific rules governing individual conditional uses; and

Finding: There are specific rules governing Short-Term Rentals, as follows:

§163.18 - SHORT-TERM RENTALS

- A. Residential Zoning Districts.** Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: The request is to operate a Type 2 Short-Term Rental, Use Unit 46, in RSF-8 zoning which requires a conditional use permit.

- B. Occupancy.** Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: Occupancy is limited as described in UDC §163.18(A)(3). Occupancy limitations are confirmed by the applicant during licensing. Since this house contains four bedrooms, occupancy will be limited to a maximum of ten guests. As on street parking is not available adjacent to the property, staff recommends a condition be added limiting guests to eight.

- C. Parking.** Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: Staff recommends parking is limited as described in UDC §163.18(A)(4). Single-family structures are required to provide parking at a rate of two vehicle spaces per dwelling unit. According to the applicant the structure has four bedrooms, two parking spaces within an attached garage and two parking spaces within an associated driveway.

- D.** Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.

- E.** Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS

Finding: The application is for use of the property at 854 E. Sparrow Cir. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

F. Exceptions. Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: Type 2 short-term rentals are subject to a citywide density cap at 475 business licenses. As of September 18, 2023, the City had issued 399 Type 2 short-term rental licenses. Granting a CUP for this location would entitle the applicant to apply for a business license, but does not guarantee its approval. No exceptions are being requested.

G. Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: This short-term rental would be subject to all codes in Business Regulations §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.

H. Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

1. Adequate parking infrastructure;
2. Adequate adjoining or nearby streets for on-street parking;
3. Frequency or concentration of nearby licensed Type 2 short-term rentals; and
4. Prior zoning or code violations.

Finding: Staff finds there is likely adequate parking infrastructure to support the use of the property as a short-term rental with a reduced guest count. The structure has four bedrooms and four parking spaces within an attached garage and driveway. Parking on E. Sparrow Circle is prohibited in order to maintain fire access. The street is wider in front of the subject parcel due a fire hydrant located on the west side of the street, and any vehicles parked in front of the property will likely be impeding access to the hydrant. Staff recommends conditions that guests be limited to eight and that no on-street parking shall be permitted. No zoning or code violations were found for this address.

City records indicate five other units within a quarter-mile radius of the subject property has an active Type 2 short-term rental business license; however, staff notes that this applicant has also requested conditional use approval for short-term rentals at 1006 E. Sparrow Cir. and 737 E. Egret Rd. If all three requests are approved, the total number of short-term rentals within ¼ mile would be eight. Within Creekside Meadows, if both 854 and 1006 E. Sparrow Circle are approved, the neighborhood would be

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS

approximately 4% short-term rentals, which is double the previous city-wide cap of 2%. Staff finds that approving all three short-term rentals may be too high of a concentration for the area, but that approval of a lesser number may be compatible.

§163.02. AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding: The property has frontage along E. Sparrow Circle, an improved residential link street with sidewalk on both sides. The street widens in front of this property in order to provide adequate space around a fire hydrant on the west side of the street and is designated as a fire lane. With added conditions limiting guests count to eight and prohibiting parking within the fire lane, staff finds the proposal will not adversely affect traffic flows or fire access.

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: Four off street parking spaces are available in an attached garage and associated driveway. The short-term rental ordinance limits the number of guest vehicles to the maximum number of vehicles as allowed by the underlying zoning district.

(c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: The applicant proposes typical residential trash cart service rather than dumpster service, with the trash carts to be stored in the garage. Staff recommends storage of the containers should be screened from public view when not at the curb for residential pick-up.

(d.) Utilities, with reference to locations, availability, and compatibility;

Finding: Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.

(e.) Screening and buffering with reference to type, dimensions, and character;

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS

Finding: Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.

- (f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.

- (g.) Required yards and other open space; and

Finding: Based on the applicant’s submittal, the structure is meeting relevant setbacks.

- (h.) General compatibility with adjacent properties and other property in the district.

Finding: Staff finds the use to be compatible with the surrounding properties. While the residences along E. Sparrow Cir. are all detached single-family dwellings, Creekside Meadows has multiple commercial lots available along E. 15th St. Further, a significant amount of the adjoining area outside of the Creekside Meadows neighborhood is zoned to allow commercial/industrial uses or multi-family dwellings by-right.

- (i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: Staff finds the proposed use to be somewhat incompatible with the City’s adopted land use, transportation, and other strategic plans since short-term rentals do not clearly support any of the goals identified in those plans. However, there are safeguards in place that limit how short-term rentals operate to ensure that the City can still meet those goals, including a citywide density cap of 475 units and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS

BUDGET/STAFF IMPACT:

None

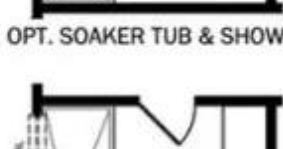
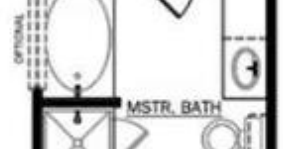
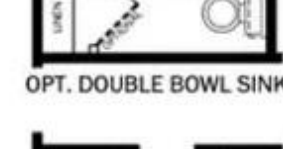
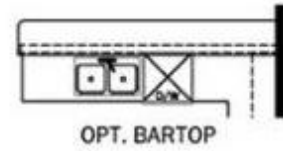
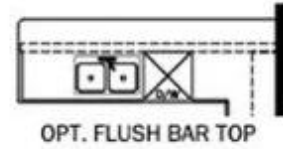
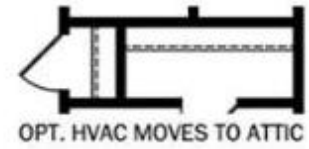
Attachments:

- Business Regulations
 - §118.01 Applicability
- Unified Development Code
 - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
 - §161.09 District RSF-8, Residential Single-Family – Eight (8) Units Per Acre
- Applicant Request Letter
- Building Floor Plan
- Building Elevations
- Site Plan
- Staff Exhibit: STRs Within ¼ Mile, Including Pending CUPs
- One Mile Map
- Close-Up Map
- Current Land Use Map
- STRs Within ¼ Mile Map

Conditional Use Permit

Request to apply for a conditional use permit, required to own and operate a single family residence for short term rental use.

- (a) Building size in square feet; existing and proposed- 1699
- (b) Color elevations of all exterior sides of the structure- Tan siding & red brick
- (c) Number of off-street parking spaces to be provided / number required- 4
- (d) Outdoor lighting- 2- Garage, 1 Front porch, 1 Back porch
- (e) Noise- N/A
- (f) Screening or buffering from adjacent properties- N/A
- (g) Trash and refuse service (with particular reference to visibility from the street and adjacent properties)- Trash can kept inside garage
- (h) Ingress and egress to the property; traffic impacts- Paved street
- (i) A response discussing the general compatibility of the proposed use with adjacent properties and other property in the neighborhood- Based on conversation with neighbors. Several are University students renting and have no concerns with short term rentals in the area



First Floor





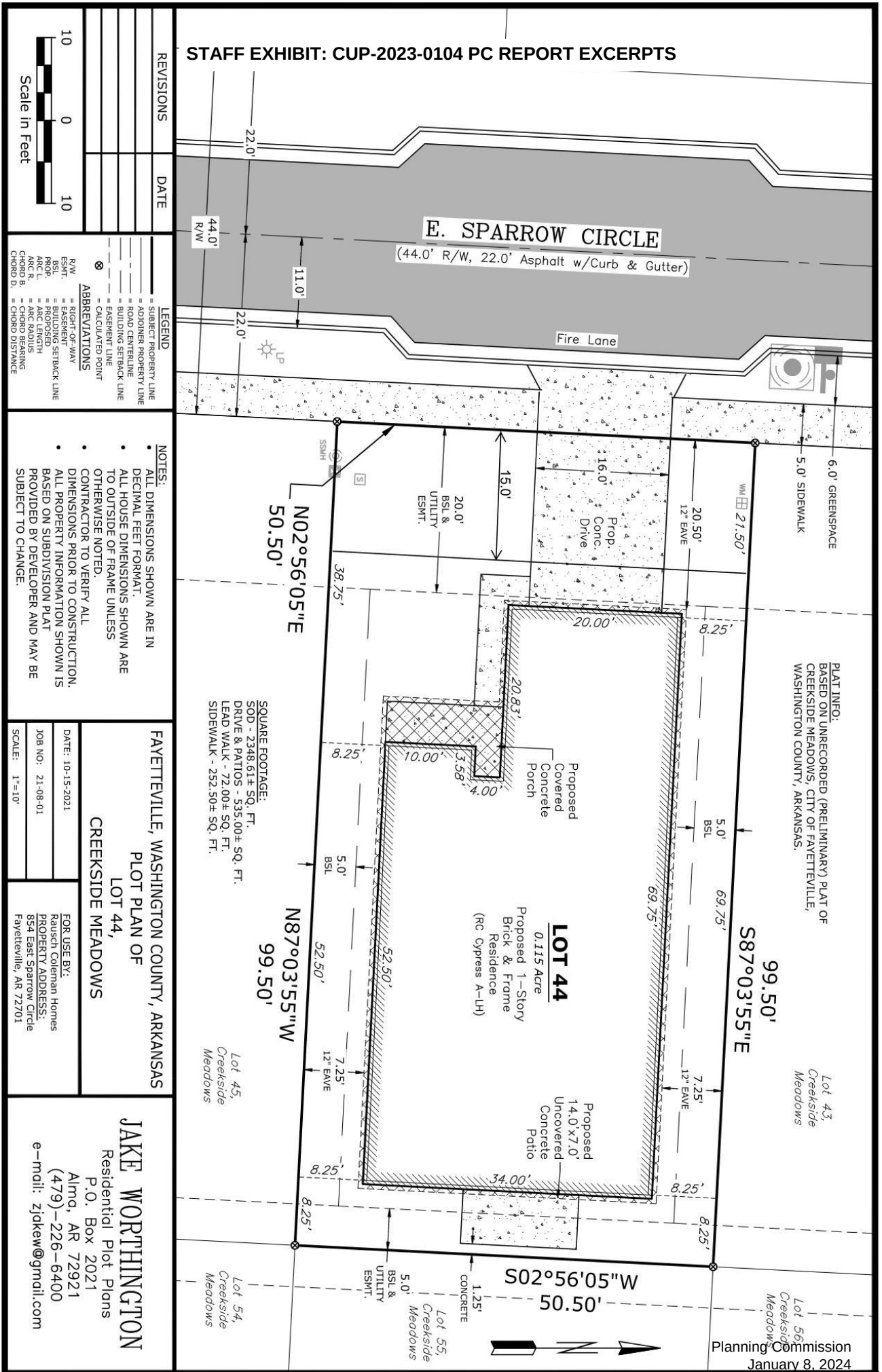
Driveway
32x17
Trash can is
kept inside
garage

854 E Sparrow- County Parcel Map



01/04/2023

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS



REVISIONS	DATE	LEGEND	NOTES:
		- SUBJECT PROPERTY LINE - ADJOINER PROPERTY LINE - ROAD CENTERLINE - BUILDING SETBACK LINE - EASEMENT LINE - CALCULATED POINT	- ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET FORMAT. - ALL HOUSE DIMENSIONS SHOWN ARE TO OUTSIDE OF FRAME UNLESS OTHERWISE NOTED. - CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. - ALL PROPERTY INFORMATION SHOWN IS BASED ON SUBDIVISION PLAT PROVIDED BY DEVELOPER AND MAY BE SUBJECT TO CHANGE.
		ABBREVIATIONS: R/W = RIGHT-OF-WAY BSL = BUILDING SETBACK LINE ESMT. = EASEMENT ARC L. = ARC LENGTH ARC R. = ARC RADIUS CHORD B. = CHORD BEARING CHORD D. = CHORD DISTANCE	
		FAVETTEVILLE, WASHINGTON COUNTY, ARKANSAS PLOT PLAN OF LOT 44, CREEKSIDE MEADOWS	
		JAKE WORTHINGTON Residential Plot Plans P.O. Box 2021 Alma, AR 72921 (479)-226-6400 e-mail: jzjakew@gmail.com	

Planning Commission
January 8, 2024

STAFF EXHIBIT: CUP-2023-0104 PC REPORT EXCERPTS

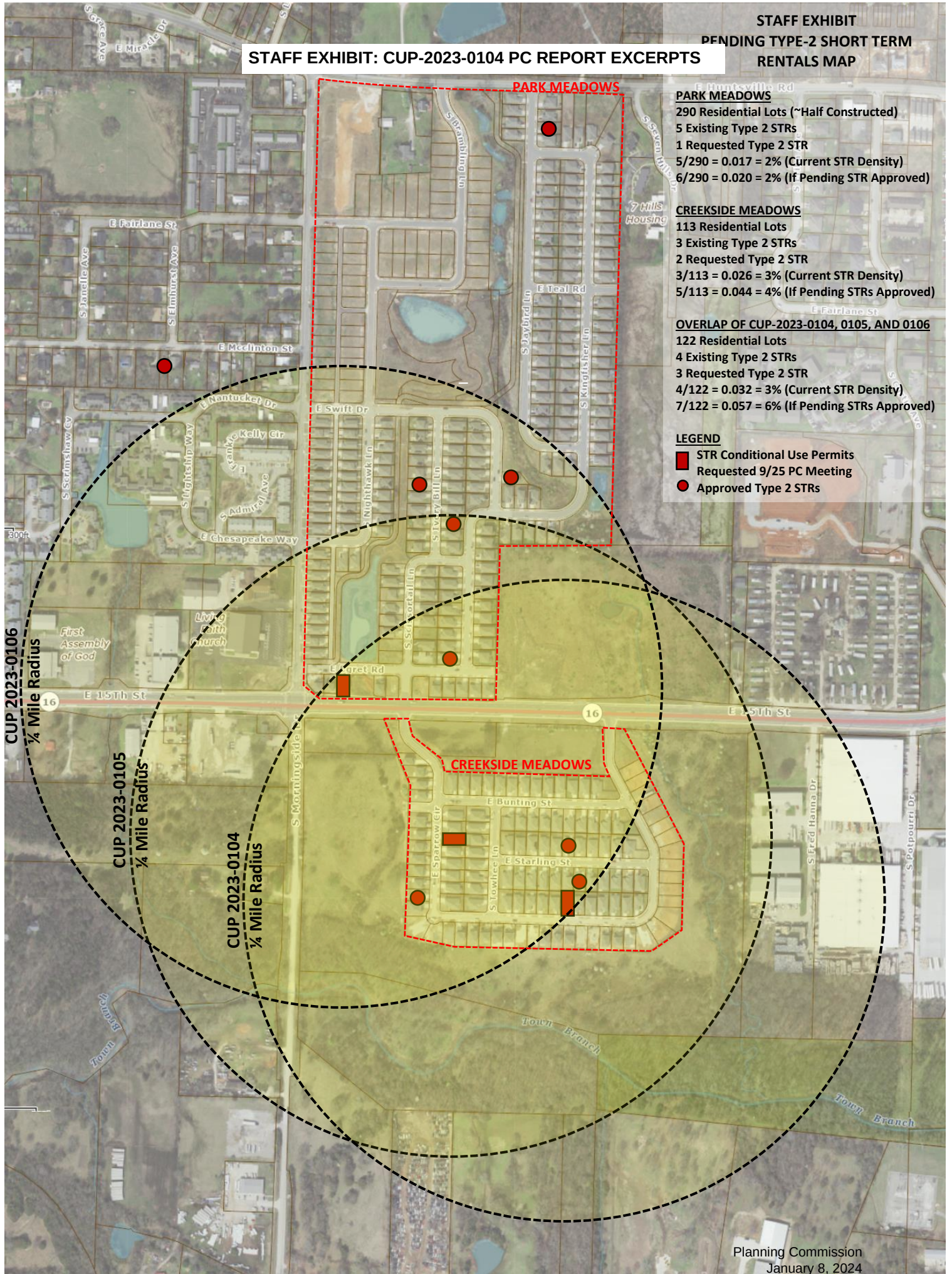
STAFF EXHIBIT
PENDING TYPE-2 SHORT TERM
RENTALS MAP

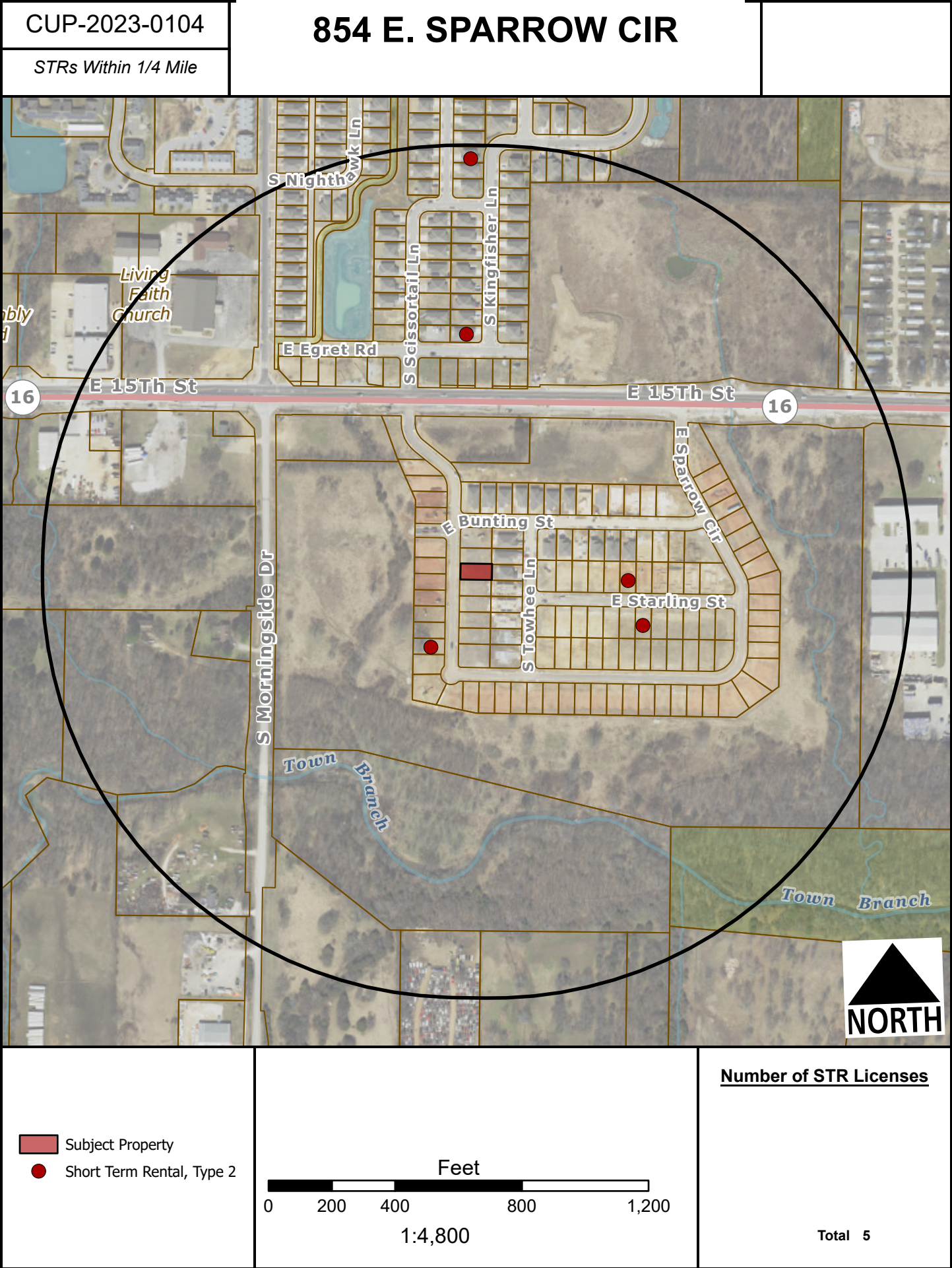
PARK MEADOWS
290 Residential Lots (~Half Constructed)
5 Existing Type 2 STRs
1 Requested Type 2 STR
 $5/290 = 0.017 = 2\%$ (Current STR Density)
 $6/290 = 0.020 = 2\%$ (If Pending STR Approved)

CREEKSIDE MEADOWS
113 Residential Lots
3 Existing Type 2 STRs
2 Requested Type 2 STR
 $3/113 = 0.026 = 3\%$ (Current STR Density)
 $5/113 = 0.044 = 4\%$ (If Pending STRs Approved)

OVERLAP OF CUP-2023-0104, 0105, AND 0106
122 Residential Lots
4 Existing Type 2 STRs
3 Requested Type 2 STR
 $4/122 = 0.032 = 3\%$ (Current STR Density)
 $7/122 = 0.057 = 6\%$ (If Pending STRs Approved)

LEGEND
 STR Conditional Use Permits
 Requested 9/25 PC Meeting
 Approved Type 2 STRs







OFFICE OF THE
CITY ATTORNEY

STAFF EXHIBIT: FAILED APPEAL MEMO

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Jonathan Curth**, Development Services Director

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **October 11, 2023**

RE: **Failed Appeal of CUP-2023-0104 and CUP-2023-0105**

On September 25, the Planning Commission voted 7-1 to deny CUP-2023-0104 for a Type 2 short term rental at 854 E. Sparrow Circle and 6-2 to deny CUP-2023-0105 for a Type 2 short term rental at 1006 E. Sparrow Circle.

In line with the Planning Division's practice, the Planner assigned to these applications sent an email the next morning to the applicant with information about their options. Ms. Wonsower's email chain with the applicant, including some later communications, is attached as Exhibit 1. Ms. Wonsower told the applicant the deadline to appeal was October 9 and that the appeal must be filed with the City Clerk.

On Tuesday, October 3, Council Member Sarah Bunch forwarded an email to the other council members and our office stating that she had been contacted by Greg Van Winkle about appealing those denials. (Exhibit 2)

Also on Tuesday, October 3, I sent an email to the City Council and Mr. Van Winkle that the form, time, and place requirements of § 155.02 of the Unified Development Code had not been met. I explained how those requirements could be met and also attached a copy of § 155.02. (Exhibit 3)

STAFF EXHIBIT: FAILED APPEAL MEMO

On Friday, October 6, I received a call from Stephanie Van Winkle asking how an appeal should be submitted. At her request I emailed two examples of appeals that had been properly submitted in the past on other Type 2 short term rental denials. In my email I advised that "You will need to email that to the City Clerk at cityclerk@fayetteville-ar.gov..." (Exhibit 4)

Later that day I received an email from Attorney Beau Wilcox who said he was preparing a more formal letter "to satisfy the city's requirements concerning the appeal and ensuring that it is properly perfected for the City Council's November 9, 2023 meeting." He also said "I have copied the City Clerk's office on this email as well, and will send the formal letters of appeal to them as well." This email acknowledges the appeal deadline of Monday, October 9. A copy of this email went to his client and to the City Clerk. (Exhibit 5)

On Sunday, October 8, Attorney Wilcox emailed the Mayor, me, and the Council Members who had previously agreed to sponsor the appeal with an appeal letter attached. (Exhibit 6) The letter of appeal (Exhibit 7) is addressed only to me and the Mayor.

I did not have a chance to review this email until yesterday, at which time I saw that the appeal letter was not filed with the City Clerk by October 9 as required by §155.02 of the Unified Development Code. This failure to comply with the appeal requirements is fatal to an appeal and, therefore, the Planning Commission's denials of CUP-2023-0104 and CUP-2023-0105 will stand.

From: Wonsower, Donna
Sent: Wednesday, October 11, 2023 10:29 AM
To: Masters, Jessica; Pennington, Blake
Subject: FW: CUP-2023-0104 and 0105 Appeal Options

Jessie/ Blake,

I also spoke to Stephanie Van Winkle on the phone shortly after this email, as the Van Winkles were under the impression that the appeal date had already passed and that they would potentially be heard on the next city council meeting in October. I reiterated the deadline was the date that all the documents and notices of support had to be received, and not the date it would be heard by the city council as staff had to have time to prepare the report for the meeting. The email thread below also mentions multiple times (highlighted) that the documents must be sent to the city clerk.

Best Regards,
Donna Wonsower (she/her)
Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



CITY OF
FAYETTEVILLE
ARKANSAS

From: Wonsower, Donna
Sent: Thursday, October 5, 2023 8:09 AM
To: Greg VanWinkle <gvwinvestments22@gmail.com>
Subject: RE: CUP-2023-0104 and 0105 Appeal Options

Good Morning,

Yes. Please note that the city council members must send their support to the city clerk in writing in order for your appeal to be placed on the agenda.

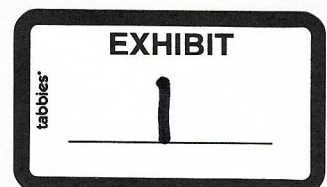
Best Regards,
Donna Wonsower (she/her)
Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



CITY OF
FAYETTEVILLE
ARKANSAS



From: Greg VanWinkle <gvwinvestments22@gmail.com>
Sent: Wednesday, October 4, 2023 8:40 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Subject: Re: CUP-2023-0104 and 0105 Appeal Options

STAFF EXHIBIT: FAILED APPEAL MEMO

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

Hello Mrs Donna,

We have been diligently working on this appeal. We have received verbal confirmations of 3 City Council members supporting our appeal. If I am reading your previous email correctly... we had 10 "working days" (in our case Oct 9th) to officially submit the appeal. You sent the email on Sept 26th. Backdating 10 business days would have been Sept 25th. Am I correct?

Thank you!
Stephanie Van Winkle

On Tue, Sep 26, 2023 at 9:18 AM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:

Good Morning,

Please see below for the corrected appeal date of October 9. Apologies for any confusion.

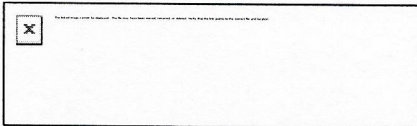
Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Wonsower, Donna

STAFF EXHIBIT: FAILED APPEAL MEMO

Sent: Tuesday, September 26, 2023 8:46 AM

To: Greg VanWinkle <gvwinvestments22@gmail.com>

Subject: CUP-2023-0104 and 0105 Appeal Options

Good morning,

I wanted to make you aware that last night the Planning Commission denied your requests for a conditional use permit to operate an STR at 854 and 1006 E. Sparrow Cir. I've attached staff's final reports on the items.

You may appeal the Planning Commission's decision to deny your CUP to City Council, so long as three council members in unison support your request to appeal ([UDC §155.05\(A\)\(3\)](#)). [Appeal requests must be submitted within 10 working days from the date of the Planning Commission hearing \(which in your case would be by October 9\), and must be officially filed with the City Clerk within that timeframe. \(Our form, time, and place requirements for appeals are described in UDC §155.02.\)](#) To request support from Council Members, you will need to reach out to them directly. Contact information for each Council Member can be found on the City's website [here](#). To officially file your appeal with the City Clerk, you will need to forward your appeal request letter and the statements of support from three council members to our City Clerk's office at cityclerk@fayetteville-ar.gov.

Please also note that you will be unable to obtain a business license for a Type 2 STR. Using the property as a short-term rental without a license is a violation of City ordinance. Your associated business license will not be able to be approved

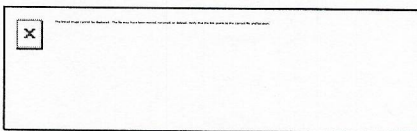
Best Regards,

Donna Wonsower (she/her)

Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Bunch, Sarah
Sent: Tuesday, October 3, 2023 9:01 AM
To: Williams, Kit; Pennington, Blake; Jones, D'Andre; Moore, Sarah; Wiederkehr, Mike; Berna, Scott; Turk, Teresa; Hertzberg, Holly
Subject: Fwd: Statement of Support for Conditional use permit to operate an STR
Attachments: CUP-2023-0105 PC Report_DENIED.pdf; CUP-2023-0104 PC Report_DENIED.pdf

Everyone,

Mr. Van Winkle applied for 2 CUPs and both were denied by Planning Commission. He is now seeking to appeal the Planning Commission decision, and after speaking to him I have decided to back his appeal.

He will need the support of two other council members, and I strongly suggested he reach out to the entire council, but in particular the representatives from the ward where the homes are located.

Sincerely,

Sarah Bunch

Sent from my iPhone

Begin forwarded message:

From: Greg VanWinkle <gvwinvestments22@gmail.com>
Date: September 28, 2023 at 12:13:39 PM CDT
To: "Bunch, Sarah" <sarah.bunch@fayetteville-ar.gov>
Subject: Statement of Support for Conditional use permit to operate an STR

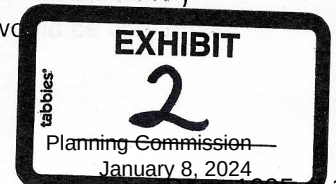
CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mrs. Bunch,

My name is Greg Van Winkle. I am a business owner of 23 years in Central Arkansas and am currently trying to expand my business to the Fayetteville area. I have 2 daughters that currently attend the U of A and am trying to make the transition to move my family there permanently.

I have invested in 3 new construction properties in the area and have recently gone through the tedious process of meeting all of the compliance requirements to operate them as STR. 1 of the 3 has been approved and the other 2 were denied. Please see attached. It is essential that these homes be approved in order for me to be able to relocate my family and my business. (especially since we have complied with all of the requirements and are willing to adjust what is needed moving forward) The amount of vehicles in the driveway is something that we can easily regulate.

I am reaching out to you specifically to ask if you would be able to provide any assistance at all? We have dedicated so much of our time and finances to make this dream of ours happen. We absolutely love the city of Fayetteville and love the University! Anything you can do to help us would be appreciated!



This letter is to request the Planning Commissions reconsideration of both 854 E Sparrow Circle & 1006 E Sparrow Circle Conditional Use Permit.

Based on the reason for the commission's denial of both homes we have adjusted the number of people allowed to stay as well as the number of cars allowed. We are allowing a maximum of 8 people at any given time as well as 4 cars max. 2 parking inside the garage and 2 parking on driveway. Making it clear that there is to be absolutely no street parking for any reason at any given time.

We will also be monitoring this via property manager and cameras.

We hope that this adjustment will allow us the opportunity to move forward with an appeal.

I will also attach a screenshot of house rules showing changes to rules.

Thank you for your

consideration! Greg Van Winkle

These align with staff recommendations or previous conditions of the site per the previous conditional use permit request. Have any other circumstances changed on the site, property, or neighborhood?

Reviewed by:
Donna Wonsower, Planner Development Services

No other changes- GVW

From: Pennington, Blake
Sent: Tuesday, October 3, 2023 1:02 PM
To: Berna, Scott; Bunch, Sarah; Williams, Kit; Jones, D'Andre; Moore, Sarah; Wiederkehr, Mike; Turk, Teresa; Hertzberg, Holly
Cc: Williams, Kit; Curth, Jonathan; CityClerk; gvwinvestments22@gmail.com
Subject: RE: Statement of Support for Conditional use permit to operate an STR
Attachments: UDC 155.02 Form, Time, and Place.pdf

All,

I am attaching Section 155.02 of the Unified Development Code which sets out the form, time, and place requirements for appeals. Subsection (A) requires that the appeal reference the applicable UDC section(s) and set out the reasons the applicant believes the Planning Commission erroneously denied the application. Mr. Van Winkle's email does not meet this requirement.

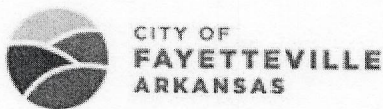
Typically on appeals in which a council member must sign on, the applicant will provide a letter or email outlining the argument for why they believe the Planning Commission wrongly denied their application. In this case, the appeal letter can reference Section 163.02, which covers the general authority for conditional use permits and/or Section 163.18, which is more specific to short term rentals.

The applicant will still need to explain why they believe the Planning Commission decision was wrong, and then any three council members wishing to sponsor the appeal can adopt those reasons to meet the requirement of Section 155.04(A)(3).

Please let me know if there are any questions.

Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov



From: Berna, Scott <scott.berna@fayetteville-ar.gov>
Sent: Tuesday, October 3, 2023 10:36 AM
To: Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>
Subject: Re: Statement of Support for Conditional use permit to operate an STR



From: Pennington, Blake
Sent: Friday, October 6, 2023 10:49 AM
To: gvwinvestments22@gmail.com
Subject: STR Appeal
Attachments: Appeal Letter for CUP 2023-0068.pdf; Walnofer CUP.pdf

Good morning. As discussed, I am attaching a couple of examples of previous appeals from the Planning Commission denial of Type 2 short term rentals.

The easiest thing to do is to prepare your own letter or email explaining the reasons you believe the Planning Commission's denials were incorrect. Because there were two separate applications denied I would recommend a different letter for each one but you can send both letters in a single email. Having separate letters will help us distinguish between the two properties. The letter does not have to be long or detailed – it just needs to explain why you believe the City Council should approve your applications. You'll have 10 minutes at the City Council meeting to make further arguments.

Section 163.02 is the section of the Unified Development Code that discusses compatibility and adverse impact, which are the most important factors for conditional use permits. Section 163.18 has the more specific short term rental factors like parking, density, etc.

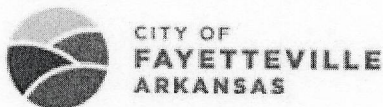
You will need to email that to the City Clerk at cityclerk@fayetteville-ar.gov and copy at least the three Council members who have already agreed to sponsor the appeal. You could send it to all 7 councilmembers (we have one seat vacant at the moment).

Feel free to call if you have any further questions.

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov



From: Beau Wilcox <Beau@beauwilcoxlaw.com>
Sent: Friday, October 6, 2023 4:07 PM
To: Pennington, Blake
Cc: gvwinvestments22@gmail.com; CityClerk
Subject: RE: Greg Van Winkle/GVW Investments, LLC - short term rental appeal (re-sent to correct clerk email)

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

Dear Mr. Pennington,

Good afternoon and thank you for your helpful correspondence below with my client, Greg Van Winkle, and his affiliated entity, GVW Investments, LLC. I have been retained by these parties with respect to the short-term rental appeal of the Planning Commission's denials of the petition and conditional use permits for the properties in question.

I am preparing more formal correspondence to satisfy the city's requirements concerning the appeal and ensuring that it is properly perfected for the City Council's November 9, 2023 meeting. I will, per your request, also send separate letters for each property/application. To be clear, while we respect the Commission's decision, we do believe that the parking/occupancy concerns have been addressed by my client to the extent that the Code requires. Also, we certainly assert that no harm or nuisance will occur with respect to surrounding property owners.

I have copied the City Clerk's office on this email as well, and will send the formal letters of appeal to them as well. We will also transmit such correspondence to the council members.

Please let me know if my client or I need to do anything further. As I understand, the letters are needed by Monday morning, but I will be traveling this weekend so I should have them transmitted by email to all concerned parties by tomorrow (Saturday, Oct. 7, 2023) morning.

Best regards,

Beau Wilcox, Attorney at Law
1315 Main Street
Conway, AR 72034
(501) 327-5708 (telephone)
beau@beauwilcoxlaw.com

----- Forwarded message -----

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Date: Fri, Oct 6, 2023 at 10:49 AM
Subject: STR Appeal
To: gvwinvestments22@gmail.com <gvwinvestments22@gmail.com>

Good morning. As discussed, I am attaching a couple of examples of previous appeals from the Planning Commission denial of Type 2 short term rentals.



From: Beau Wilcox <Beau@beauwilcoxlaw.com>
Sent: Sunday, October 8, 2023 7:50 PM
To: Mayor; Pennington, Blake; Pennington, Blake
Cc: Bunch, Sarah; Berna, Scott; Jones, D'Andre; Greg VanWinkle
Subject: Appeal of Planning Commission denial of CUP - GVW Investments, LLC / Greg Van Winkle
Attachments: letter of appeal.GVW Investments Van Winkle.10082023.pdf

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

Good evening to all—I represent Mr. Van Winkle and his LLC, GVW Investments, LLC, regarding a recent denial by the Fayetteville planning commission for his conditional use permit request. Please find attached the letter of appeal for my client, and please let me know if you have any questions.

Best regards,

Beau Wilcox, Attorney at Law
1315 Main Street
Conway, AR 72034
(501) 327-5708 (telephone)
beau@beauwilcoxlaw.com



STAFF EXHIBIT: FAILED APPEAL MEMO

BEAU WILCOX, ATTORNEY AT LAW

1315 MAIN STREET, CONWAY, AR 72034

(501) 327-5708 (TELEPHONE)

BEAU@BEAUWILCOXLAW.COM

October 8, 2023

City of Fayetteville, Arkansas
ATTN: Blake Pennington, City Attorney
ATTN: Lioneld Jordan, Mayor
113 West Mountain Street
Fayetteville, AR 72701

VIA EMAIL – bpennington@fayetteville-ar.gov

RE: Conditional Use Permit Appeal – GVW Investments, LLC

Dear Mayor Jordan & Mr. Pennington,

I write today on behalf of Greg Van Winkle and GVW Investments, LLC, a limited liability company in good standing which owns certain properties in Fayetteville commonly known as 854 E. Sparrow Circle and 1006 E. Sparrow Circle. The Fayetteville Planning Commission denied my client's request for a conditional use permit ("CUP") for these properties to serve as short-term rentals. This letter is for the purpose of formally appealing this decision to the Fayetteville City Council.

My client has addressed concerns raised by the Planning Commission with respect to maximum occupancy concerns. We believe any issues that elicited objections from the Commission have therefore been rectified, and that the CUP should be granted based upon all applicable zoning, code, and associated city regulations. The proposed CUP would not unreasonably interfere with the use, access, or enjoyment of neighboring properties.

It is my understanding that this letter of appeal will move this matter to consideration by the Council at its November 10, 2023 meeting. I plan to attend on behalf of my client, and he will be present as well to address the Council with respect to this matter, so please confirm its placement on the agenda.

I have copied the Fayetteville City Council members who have agreed to sponsor this appeal on this email. Please do not hesitate to contact me if you have any questions.

Sincerely,



Beau Wilcox, Attorney at Law

cc: Client; Council members (as stated)





**CITY OF
FAYETTEVILLE
ARKANSAS**

VIOLATION NOTICE

October 25, 2023

GREGORY VAN WINKLE
GVW INVESTMENTS LLC
25 WATERCREST COVE
AUSTIN, AR 72007

CARLOS SANCHEZ
DESIGNATED AGENT
2104 W OAK STREET
ROGERS, AR 72758

Re: CVZD-2023-0660 Zoning Violation

Dear Property Owner and Designated Agent:

It appears that your property located at 854 E SPARROW CIRCLE contains violations of the Fayetteville Code of Ordinance. This letter is being sent to the property and the designated agent listed. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct these problems, please call our office at (479) 575-8362 or email ehyke@fayetteville-ar.gov.

Violations:

§118.01, §120.02, §161.02, §163.18 of the City of Fayetteville Unified Development Code.

Remedial Action(s) needed for compliance:

1. Cease use of the property as a short-term rental immediately.
2. Cease all advertising of the property as a short-term rental.
3. Cease use of the property for special events (i.e. parties) as they are not an allowed use for short-term rentals.
4. Provide summary guest registration records for the subject short-term rental property for the twelve (12) months preceding this letter and any future bookings. The records shall contain dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records should be emailed to the provided email address in this letter within upon receiving this request.

Penalty:

If these violations are repeated, or the requested remedial actions are not taken upon receiving this letter, this notice and all documents related to this case shall be turned over to the City Prosecutor's Office. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

The City of Fayetteville is a truly beautiful and unique place to live and work and we rely on all our citizens and the business community to help us to maintain the high quality of life we have all come to expect. Thank you for your contributions to that quality of life and for resolving the violation in a timely manner.

Sincerely,

A blue ink signature of Bliss Hyke, written in a cursive style.

Bliss Hyke
Planning Technician



STAFF EXHIBIT: VIOLATION HISTORY

CODE CASE HISTORY REPORT CVZD-2023-0660
FOR CITY OF FAYETTEVILLE

Changed On	User	Description	Before	After	Additional Info
10/04/2023	Bliss Hyke	Code Case added			Code Case (CVZD-2023-0660)
10/04/2023	Bliss Hyke	Attachment added			Attachment (854 E Sparrow Page 3.png)
	Bliss Hyke	Attachment added			Attachment (854 E Sparrow Page 4.png)
	Bliss Hyke	Attachment added			Attachment (854 E Sparrow Reserve & Pay.png)
	Bliss Hyke	Attachment added			Attachment (854 E Sparrow Page 5.png)
	Bliss Hyke	Attachment added			Attachment (854 E Sparrow Page 1.png)
	Bliss Hyke	Attachment added			Attachment (854 E Sparrow Page 2.png)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
10/04/2023	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
10/04/2023	Bliss Hyke	Code Case Note added			Code case note text: (DENIED DUE TO CUP DENIAL ON 09/25/2023: STR-0835-2023 • GVW Investments (854 E SPARROW CIR FAYETTEVILLE, AR 72701))
	Bliss Hyke	Code Case Note added			Code case note text: (DENIED 9/25/2023: CUP-2023-0104 (854 E SPARROW CIR FAYETTEVILLE, AR 72701))
10/04/2023	Bliss Hyke	Contact added			Contact (Gregory Van Winkle)
	Bliss Hyke	Contact added			Contact (Gregory Van Winkle)
10/04/2023	Bliss Hyke	Attachment added			Attachment (Intial Email Complaint.pdf)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
10/04/2023	Bliss Hyke	Contact added			Contact (Mike Wiederkehr)
10/04/2023	Bliss Hyke	Attachment added			Attachment (Host Profile on AirBnB Screenshot 2023-10-04 114609.png)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
10/25/2023	Bliss Hyke	Attachment added			Attachment (Failed CUP Appeal Memo E. Sparrow Circle.pdf)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
10/25/2023	Bliss Hyke	Attachment added			Attachment (10.25.23 SparrowE Host AirBnb listings.png)
	Bliss Hyke	Attachment added			Attachment (10.25.23 Sparrow854e AirBnb listing.png)
10/25/2023	Bliss Hyke	Attachment added			Attachment (10.25.23 Sparrow854e Landlord Registry.png)
	Bliss Hyke	Attachment added			Attachment (10.25.23 Sparrow854e Property Records.png)
10/25/2023	Bliss Hyke	Attachment added			Attachment (Sparrow854e - STR (CUP & BL denied but still active).pdf)
10/25/2023	Bliss Hyke	Code Case Workflow Step Start Date	[none]	10/25/2023	Code Case Workflow Step (Notice of Violation)
	Bliss Hyke	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Notice of Violation)
	Bliss Hyke	Code Case Workflow Step Action Start Date	[none]	10/25/2023	Code Case Workflow Step Action (Tracking Notice of Violation)
	Bliss Hyke	Code Enforcement Activity added			Code Enforcement Activity Additional Info

CODE CASE HISTORY REPORT CVZD-2023-0660

STAFF EXHIBIT: VIOLATION HISTORY

Changed On	User	Description	Before	After	Additional Info
	Bliss Hyke	Action Workflow Status	Not Started	Started	Code Case Workflow Step Action (Tracking Notice of Violation)
	Bliss Hyke	Code Case Workflow Step Action added			Code Case Workflow Step Action (Tracking Notice of Violation)
11/08/2023	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
	Bliss Hyke	Code Case Note added			Code case note text: (NOV has not been received yet.)
12/05/2023	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
	Bliss Hyke	Code Activity Comments	[none]	11/16/2023 Returned to Sender	Code Enforcement Activity Additional Info
	Bliss Hyke	Returned undeliverable	[none]	Yes	Code Enforcement Activity Additional Info
	Bliss Hyke	Action Workflow Status	Started	Failed	Code Case Workflow Step Action (Tracking Notice of Violation)
	Bliss Hyke	Code Activity Comments	DA is Designated Agent	Delivered 10/28/2023 DA is Designated Agent	Code Enforcement Activity Additional Info
	Bliss Hyke	Action Workflow Status	Started	Passed	Code Case Workflow Step Action (Tracking Notice of Violation)
12/05/2023	Bliss Hyke	Attachment added			Attachment (Host Profile as of Screenshot 2023-12-05 155251.png)
	Bliss Hyke	Attachment added			Attachment (Host Profile reviews as of Screenshot 2023-12-05 155251.png)
	Bliss Hyke	Attachment added			Attachment (Listing removed 854 E Sparrow Screenshot 2023-12-05 155105.png)
	Bliss Hyke	Geo Rules Caller Type	None	Parcel	Code Case (CVZD-2023-0660)
	Bliss Hyke	Code Case Note added			Code case note text: (Have not heard from owner or designated agent, have not received guest records.)
12/05/2023	Bliss Hyke	Date Closed	[none]	12/5/2023	Code Case (CVZD-2023-0660)
	Bliss Hyke	Code Case Status	In Progress	Closed - Escalated to Prosecutor	Code Case (CVZD-2023-0660)
	Bliss Hyke	Complete	No	Yes	Code Case (CVZD-2023-0660)
12/05/2023	Bliss Hyke	Attachment added			Attachment (Arkansas Secretary of State.pdf)
12/05/2023	Bliss Hyke	Code Case Workflow Step Start Date	[none]	12/5/2023	Code Case Workflow Step (Status Escalated)
	Bliss Hyke	Step Workflow Status	Not Started	Started	Code Case Workflow Step (Status Escalated)
	Bliss Hyke	Code Case Workflow Step Action Start Date	[none]	12/5/2023	Code Case Workflow Step Action (Escalated to Prosecutor)
	Bliss Hyke	Code Enforcement Activity added			Code Enforcement Activity Additional Info
	Bliss Hyke	Action Workflow Status	Not Started	Started	Code Case Workflow Step Action (Escalated to Prosecutor)

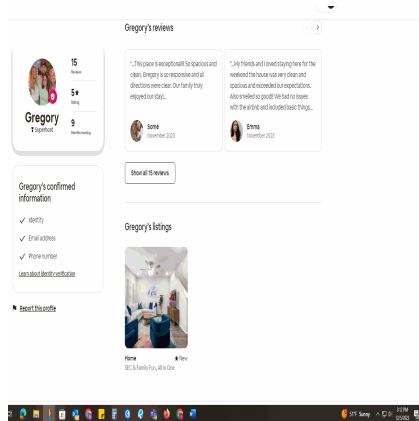
CASE AND INSPECTION(S) DETAILS FOR CASE CVZD-2023-0660

Case Type: Zoning/Development **Open Date:** 10/04/2023 **Address:** 854 E SPARROW CIR
Status: Closed - Escalated to Prosecutor **Close Date:** 12/05/2023 Fayetteville, AR 72701
Description: PZ320, PZ370, PZ340 It appears they are operating without a license. 854 E Sparrow Circle. These were denied CUPs at the last PC meeting. Donna, copying you since you were the Planner on the items, and I believe they may be trying to appeal.
Contacts: Complainant: Mike Wiederkehr
 Owner: Gregory Van Winkle
 Violator: Gregory Van Winkle

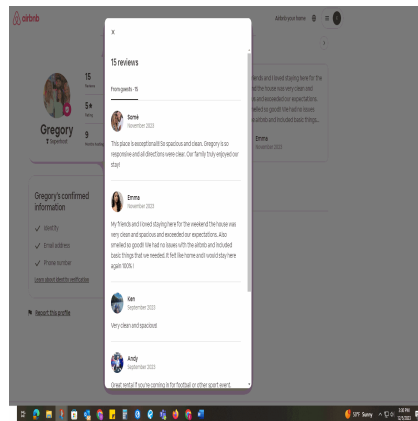
Note	Created By	Date and Time Created
1. DENIED DUE TO CUP DENIAL ON 09/25/2023: STR-0835-2023 • GVW Investments Bliss Hyke (854 E SPARROW CIR FAYETTEVILLE, AR 72701)		10/4/2023 10:55 am
2. DENIED 9/25/2023: CUP-2023-0104 (854 E SPARROW CIR FAYETTEVILLE, AR 72701)	Bliss Hyke	10/4/2023 10:56 am
3. NOV has not been received yet.	Bliss Hyke	11/8/2023 3:40 pm
4. Have not heard from owner or designated agent, have not received guest records.	Bliss Hyke	12/5/2023 3:56 pm

Activity Type	Activity Number	Activity Name	User	Created On
Notice of Violation Tracking	PRE-1671-2023	USPS # 70212720000005580524	Bliss Hyke	10/25/2023
	PRE-1672-2023	DA:USPS# 70212720000005580531	Bliss Hyke	10/25/2023
Other Activity	ACT-1784-2023		Bliss Hyke	12/05/2023

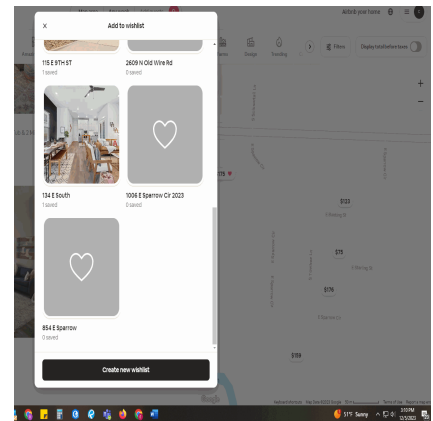
Attached Images:



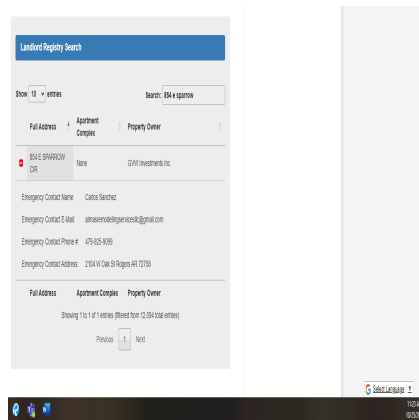
Added on: 12-05-2023 (Direct Link)



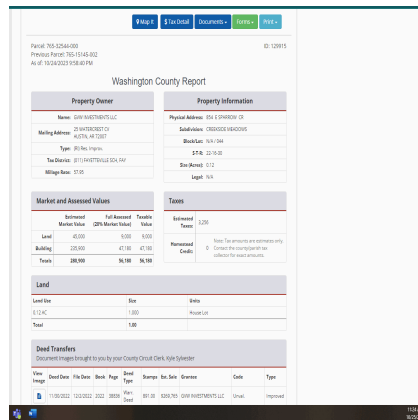
Added on: 12-05-2023 (Direct Link)



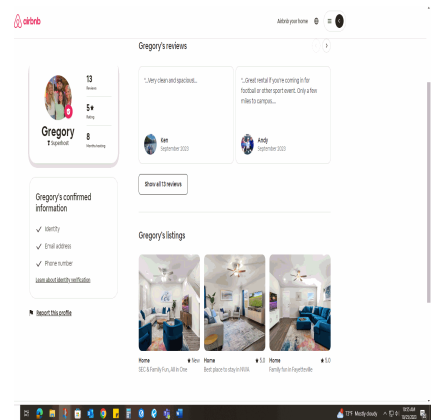
Added on: 12-05-2023 (Direct Link)



Added on: 10-25-2023 (Direct Link)



Added on: 10-25-2023 (Direct Link)



Added on: 10-25-2023 (Direct Link)

CASE AND INSPECTION(S) DETAILS FOR CASE CVZD-2023-0660

Family fun in Fayetteville

4 bedrooms • 4 bathrooms • 1347 sq ft

3 likes • 100% rating

Entire home hosted by Gregory

4 guests • 4 bedrooms • 4 baths • 1347 sq ft

Self check-in

Check yourself in with the keypad

Gregory is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

Check-in: 10/25/2023

Check-out: 10/26/2023

Guests: 4

Price: \$175/night

Added on: 10-25-2023 (Direct Link)

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Check-in: 10/04/2023

Check-out: 10/05/2023

Guests: 4

Price: \$175/night

Added on: 10-04-2023 (Direct Link)

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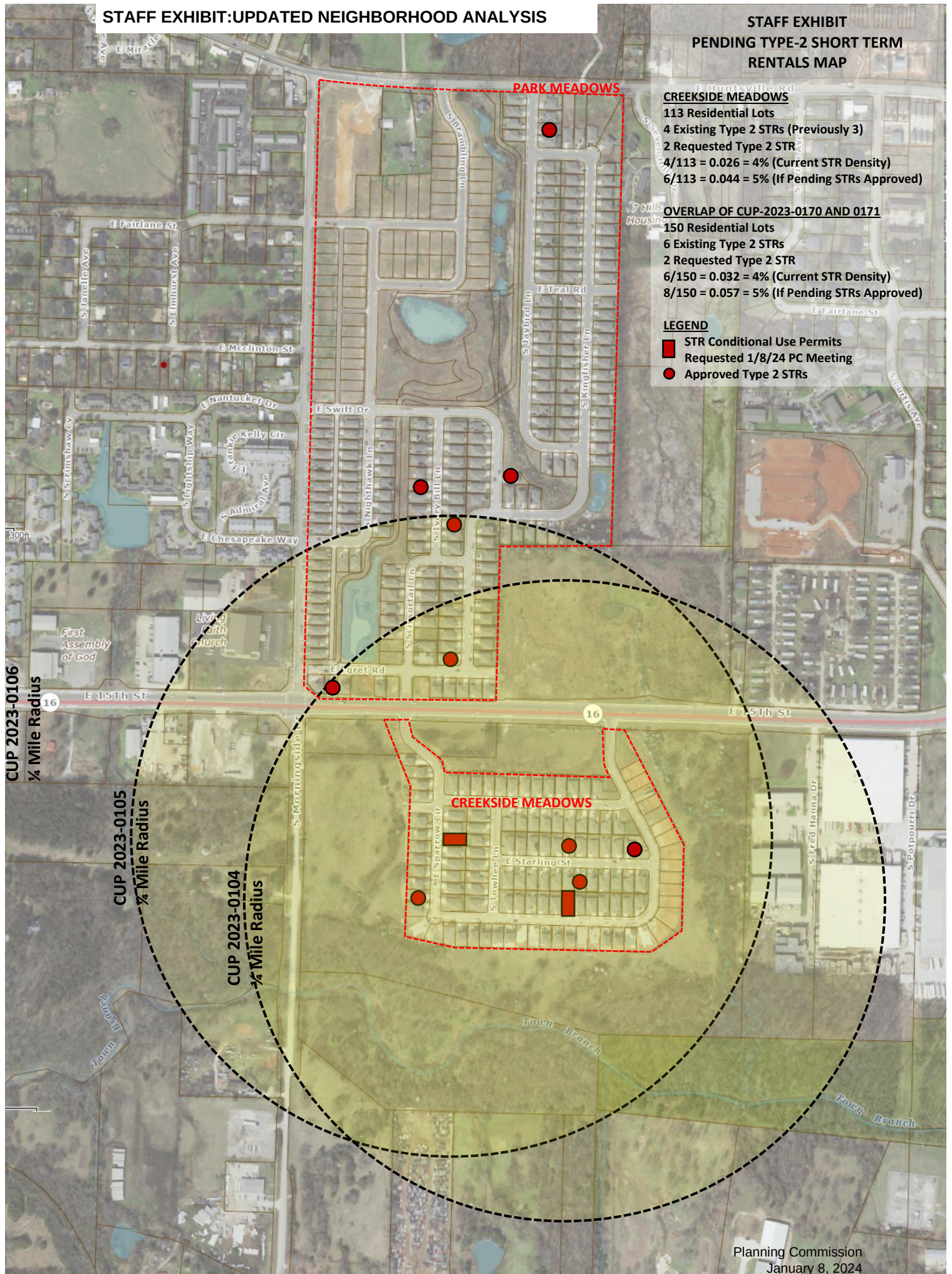
Check-in: 10/04/2023

Check-out: 10/05/2023

Guests: 4

Price: \$175/night

Added on: 10-04-2023 (Direct Link)



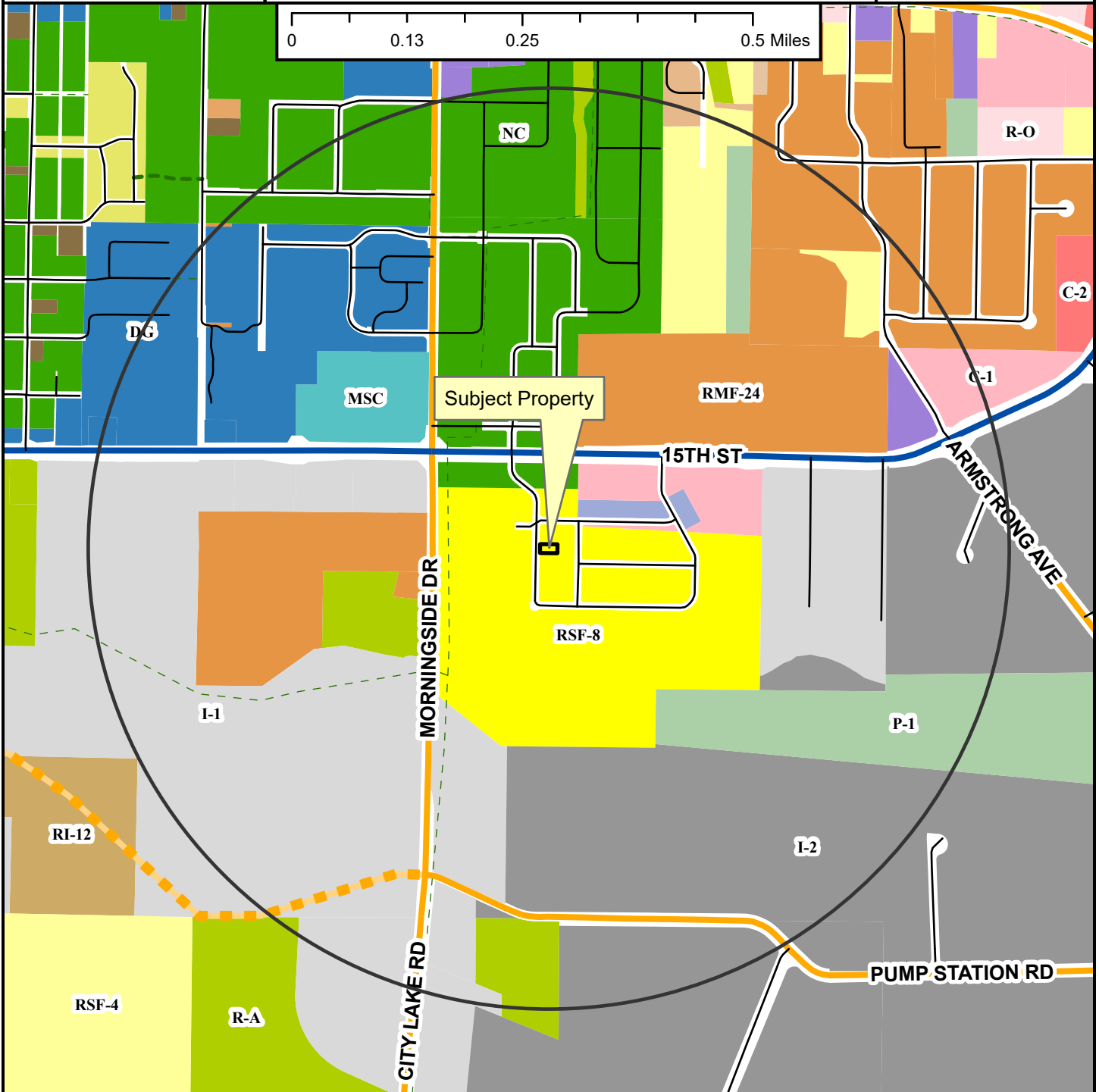
CUP-2023-0170

854 E. SPARROW CIR

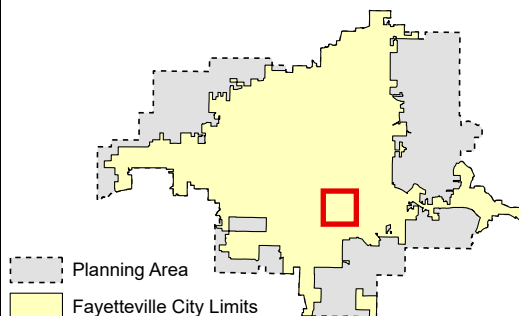
One Mile View



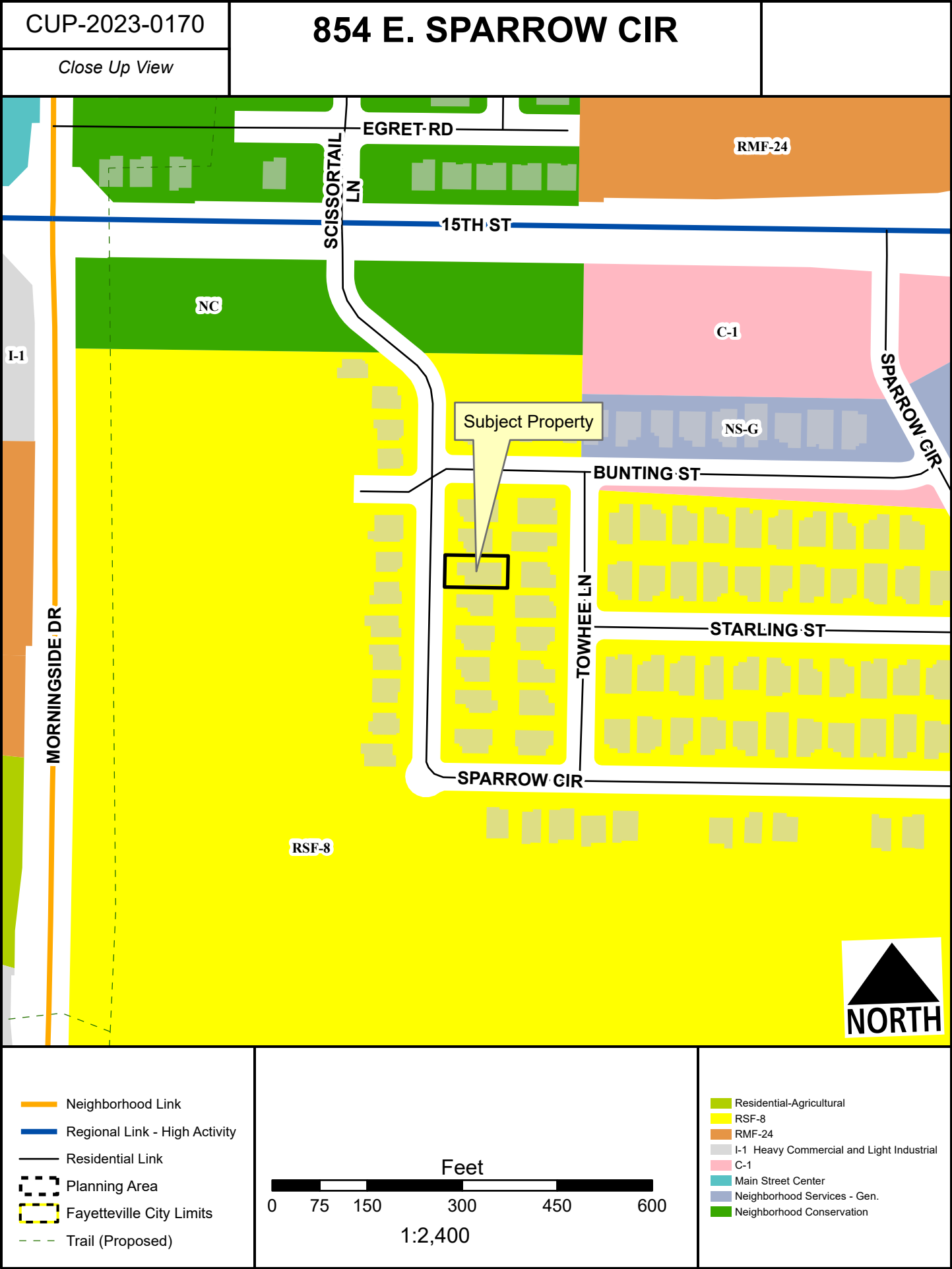
0 0.13 0.25 0.5 Miles



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



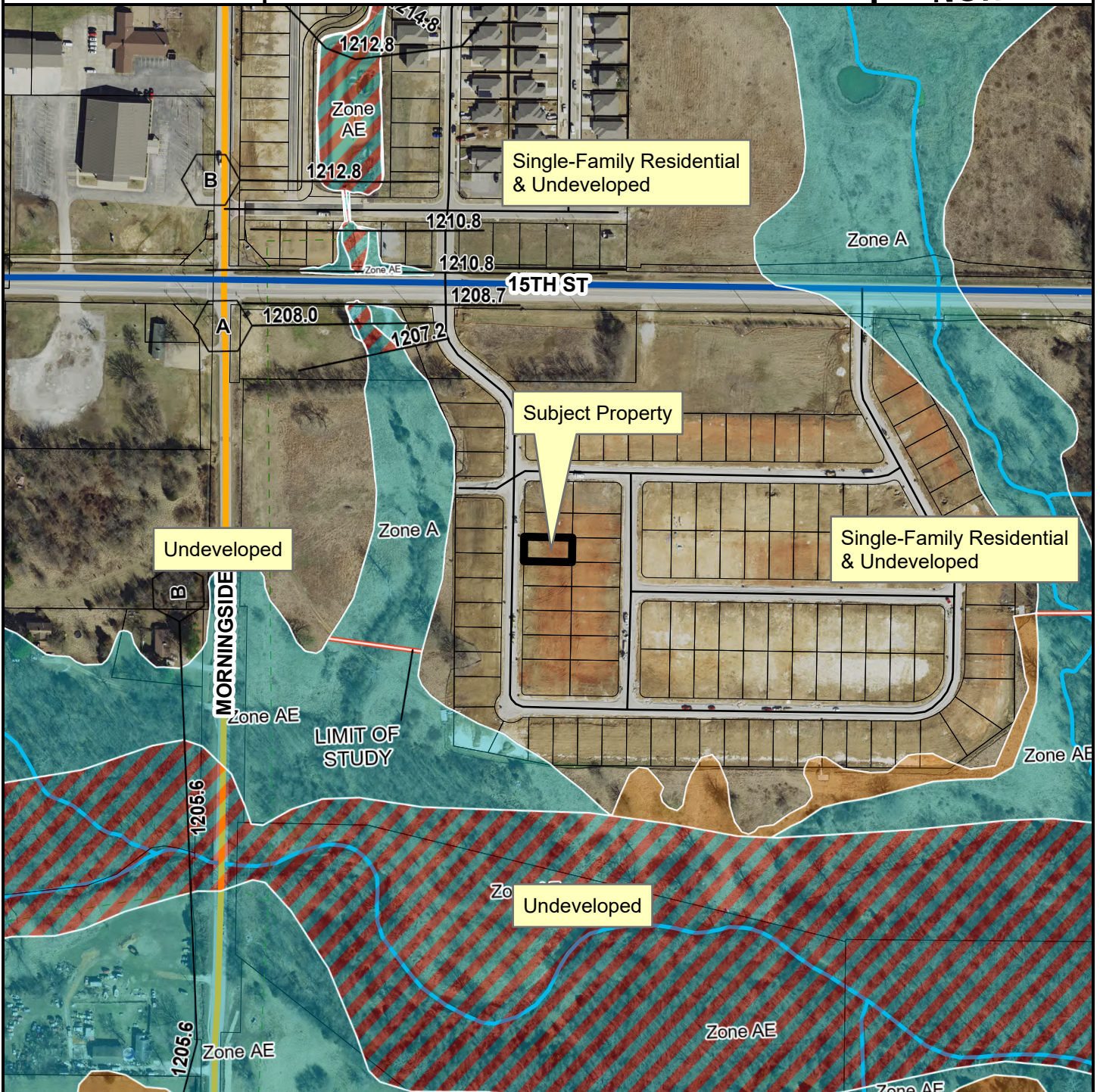
- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
 - RI-U
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
 - RMF-12
 - RMF-13
 - RMF-24
 - RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
 - INSTITUTIONAL
 - P-1



CUP-2023-0170

854 E. SPARROW CIR

Current Land Use



- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



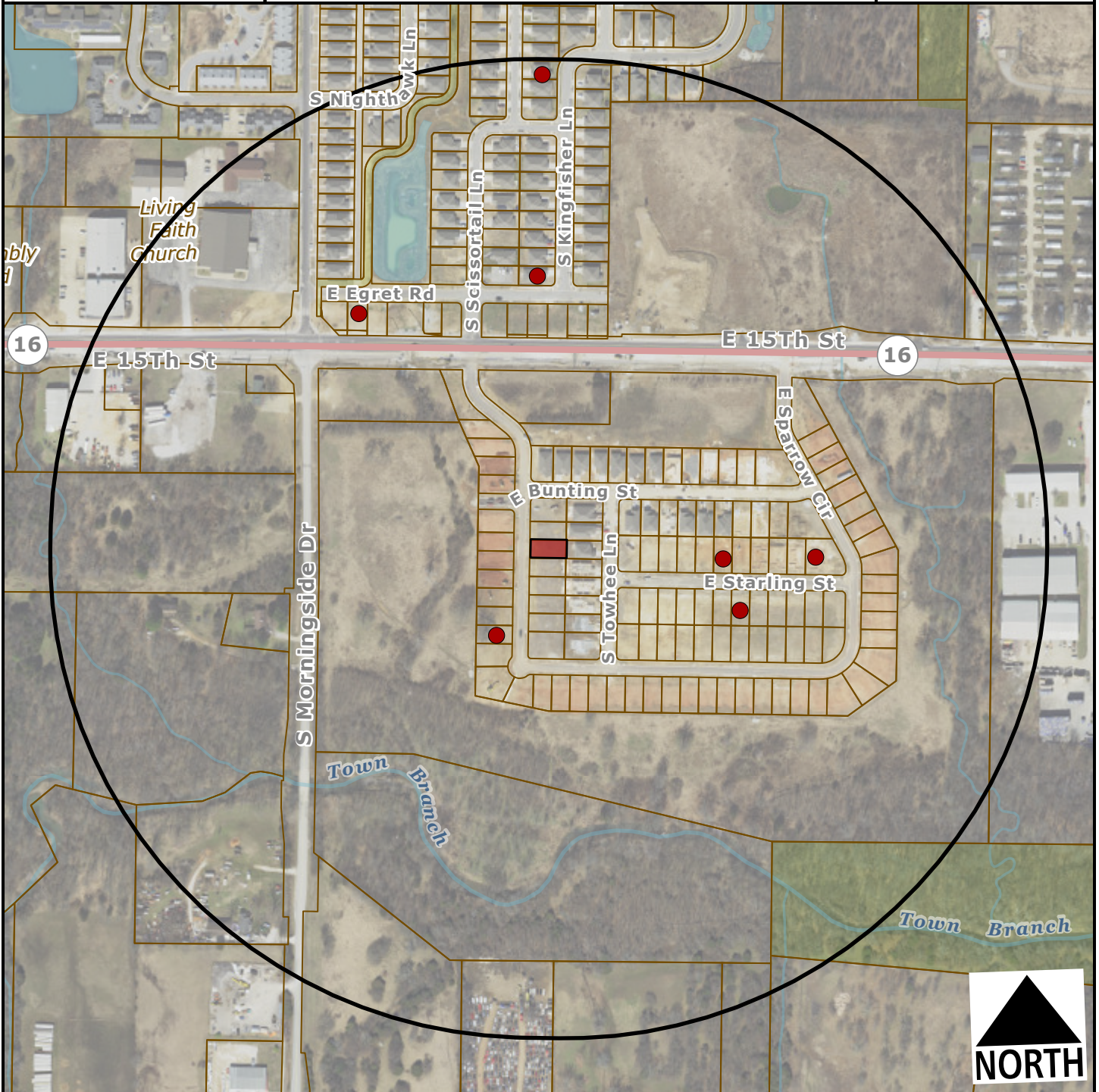
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CUP-2023-0170

854 E. SPARROW CIR

STRs Within 1/4 Mile



-  Subject Property
-  Short Term Rental, Type 2



Within 1/4 Mile

Type 2 STRs: 7

Occupiable
Residential
Addresses
(Estimated
Housing Units): 184

PUBLIC COMMENT- PHONE SUMMARY

Tamijani, Zak Yesterday 3:58 PM

 Got a comment from a neighbor on CUP-23-0170, they wanted to express disapproval for: the number of STRs in the neighborhood, past negative experiences with STRs in this neighborhood including unattended dogs, noise/parties which are claimed to occur there but not yet reported, narrow streets and the added traffic that is brought in by the existing STRs, the STR tenants are unfamiliar with the etiquette that this space requires for the neighbors to live in harmony, and a concern that STRs diminish the sense of community.
It was stated that someone else of the community intends to speak via zoom on this tonight.

Yesterday 4:11 PM

If you are able to get ahold of the neighbor and they wish to speak to me, feel free to forward them

Tamijani, Zak Yesterday 4:19 PM

 Ahh, didn't see this message before. The complainant said that they'd like to apply it to both properties.

 1

Yesterday 4:19 PM

I figured that would be the case. Thanks for letting me know!

Tamijani, Zak Yesterday 4:19 PM

 There were additional comments and questions on basic procedural stuff .

Sure thing!



DEPARTMENTAL CORRESPONDENCE



OFFICE OF THE
CITY ATTORNEY

TO: Mayor
City Council
Kara Paxton, City Clerk/Treasurer

CC: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Kit Williams, City Attorney

DATE: January 23, 2024

RE: City Council must follow its enacted rules of appeal procedure until and unless it repeals them

Mr. Casey D. Copeland has written to you requesting that you agree to hear at your next meeting the two Conditional Use Requests for Short-Term Rentals on the merits which had months ago been denied by the Planning Commission with no proper appeal to the City Council. His client recently sought to present them again to the Planning Commission, but failed to satisfy the Planning Commission that there was sufficient evidence of changed circumstances to justify a new hearing before the normal one year had passed to allow submittal of the same conditional use requests. His client properly appealed that denial of a new hearing. That denial of a new hearing is what is before the City Council for your decision. This appeal process is codified in the *Unified Development Code* enacted as law by the City Council.

Mr. Copeland suggests that you use the Agenda Additions subsection of the *Rules of Order and Procedure of the Fayetteville City Council* to get around the **Appeals Chapter** of the *Unified Development Code*. This cannot be done for two reasons. First the enacted UDC is City Law which always will control over your procedural rules adopted by Resolution, not by ordinance. Secondly, the agenda additions subsection of your rules of order only allows a proper new item to be placed upon the agenda. Conditional Use requests pursuant to the UDC must be heard first by the Planning Commission and only considered upon three City

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

Council Members' appeal from the Planning Commission to the City Council. Because there was no proper appeal of the Planning Commission's initial denial of the Conditional Use requests, you lack jurisdiction to hear such requested appeal on the merits now. You may only decide whether or not to reverse the recent denial of the Planning Commission to hear a too soon reapplication for conditional uses on the previously rejected applications.

Although the City Council has clear authority to amend the *UDC* to change the **Appeals Chapter** so that the City Council can hear and decide a Conditional Use request without the Planning Commission's currently required first review and decision, until such an amendment occurs you **must** obey the current *Fayetteville Code of Ordinances* which includes the *UDC*. The Arkansas Supreme Court has so explicitly held.

"A city simply cannot pass procedural ordinances they expect to be followed by their residents and then conveniently ignore them themselves. **A legislative body must substantially comply with its own procedural policies.**" Potocki v. City of Fort Smith, 279 Ark. 19, 648 S.W. 2d 462, (1983). (emphasis added)

Similarly, the Arkansas Supreme Court agreed with the Pulaski County Chancery Court that the Little Rock Board of Directors had acted arbitrarily, capriciously and unreasonably in a rezoning case.

"(N)or does a city have to create a zoning ordinance or a land use plan or adopt planned use districts or planned commercial districts, but once it has done so **it must follow the ordinance until it is repealed or altered.**" City of Little Rock v. Pfeifer, 318 Ark. 679, 887 S.W. 2d 296, 298 (1994). (emphasis added)

Therefore, Mr. Casey Copeland's request that you ignore your **Appeals Chapter** procedure you enacted into the *UDC*, and allow him to present and argue the merits of the conditional use permits rather than whether the Planning Commission was correct or wrong when it denied him his untimely request for a new hearing is not legally within your power. We must comply with our enacted rules for this appeal even if some think it expedient to ignore them. It would be illegal for the Council to try to hear and decide the merits of the conditional use requests at your upcoming meeting.

AUNDREA STONE HANNA, P.L.L.C.
ATTORNEY AT LAW

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January 22, 2024

Fayetteville City Council & Mayor, *Via Email*

RE: GVW Investments, LLC's - February 6, 2024
CUP-2023-0170 & CUP-2023-0171

Dear Members of the City Council and Mayor:

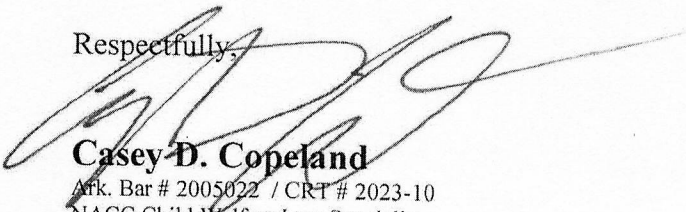
Please accept this letter as a request from my client, GVW Investments, LLC, to have its applications numbered CUP-2023-0170 and CUP-2023-0171 heard and determined on the merits by the City Council at the February 6, 2024 meeting, pursuant to rule A-7-b of the *Rules of Order and Procedure of the Fayetteville City Council*.

To be clear, this request is for the Council to hear and approve the CUP-2023-0170 and CUP-2023-0171 applications in addition to (not instead of) the appeal that is already set to be heard by the Council on February 6, 2024. If the Council determines not to consider the applications under rule A-7-b, then my client would ask that the appeal still be heard.

Finally, GVW Investments, LLC, believes that this request is necessary given the risk of further delay as a result of the currently enforced limitations on the number of short-term rental units, i.e., GVW Investments, LLC believes this request "requires immediate City Council consideration and...the normal agenda setting process is not practical" given the above noted limitations.

Thank you for your consideration.

Respectfully,


Casey D. Copeland

Ark. Bar # 2005022 / CRT # 2023-10
NACC Child Welfare Law Specialist

cdc

cc: client, and City Attorney's office