

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, March 19, 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: 889 0779 2431**
PUBLIC REGISTRATION LINK: [HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_C3IB_EFNQGQKHU0BWNIUZG](https://us06web.zoom.us/j/88907792431)

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS**

1. **NOMINATING COMMITTEE REPORT - COMMITTEE CHAIR**

PROPOSED AGENDA ADDITIONS**A. CONSENT****A.1. APPROVAL OF THE MARCH 5, 2024 CITY COUNCIL MEETING MINUTES****A.2. ARKANSAS HISTORIC PRESERVATION PROGRAM (GRANT ACCEPTANCE):**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTIFIED LOCAL GOVERNMENT GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$40,000.00 FOR THE UNIVERSITY-HASKELL HEIGHTS CONTEXT STUDY AND THE SPOUT SPRING NEIGHBORHOOD CONTEXT STATEMENT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1782)

A.3. YVONNE RICHARDSON COMMUNITY CENTER (DONATION RECOGNITION):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$20,000.00 REPRESENTING DONATION REVENUE TO THE YVONNE RICHARDSON COMMUNITY CENTER (2024-1748)

A.4. MOHAWK LIFTS, LLC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF AUTOMOTIVE LIFTS, ADAPTERS AND LIFT COLUMNS FROM MOHAWK LIFTS, LLC. IN THE AMOUNT OF \$105,055.34 PLUS ANY APPLICABLE TAXES, FREIGHT CHARGES, INSTALLATION CHARGES AND DELIVERY FEES UP TO

\$7,944.66, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1742)

A.5. WHELEN UP-FITTING PARTS AND ACCESSORIES (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES FROM LOCAL AUTHORIZED DISTRIBUTORS ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026, AND ANY RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1788)

A.6. BID 24-26 JACK TYLER ENGINEERING, INC. (PUMP REPLACEMENT):

A RESOLUTION TO AWARD BID #24-26 AND AUTHORIZE THE PURCHASE OF TWO SUBMERSIBLE PUMPS FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$200,053.30, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES (2024-1797)

A.7. BID 24-27 ENVIRONMENTAL TECHNICAL SALES, INC. (PUMP REPLACEMENT):

A RESOLUTION TO AWARD BID #24-27 AND AUTHORIZE THE PURCHASE OF A DRAIN PUMP FROM ENVIRONMENTAL TECHNICAL SALES, INC. IN THE AMOUNT OF \$37,755.00, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES (2024-1798)

B. PUBLIC HEARING

B.1. WEST TRANSMISSION WATERLINE (PUBLIC HEARING)

C. UNFINISHED BUSINESS

C.1. PERMIT-READY BUILDING DESIGN PROGRAM (AMENDMENT):

AN ORDINANCE TO ENACT §166.28 PERMIT-READY BUILDING DESIGN PROGRAM TO PROVIDE FOR THE ESTABLISHMENT OF A PERMIT-READY BUILDING DESIGN PROGRAM AND ASSOCIATED DEVELOPMENT REQUIREMENTS SPECIFIC TO THE PROGRAM'S RESIDENTIAL BUILDINGS, AND TO ESTABLISH AN INITIAL PROGRAM AREA (2024-1741)

AT THE MARCH 5, 2024 CITY COUNCIL MEETING, THIS ORDINANCE WAS LEFT ON THE FIRST READING.

D. NEW BUSINESS

D.1. UDC AMENDMENT §171.13 (PERMIT-READY BUILDING DESIGN PROGRAM):

AN ORDINANCE TO AMEND §171.13 PROPERTY OWNER TO CONSTRUCT SIDEWALK OR CONTRIBUTE COST OF SIDEWALK OF THE UNIFIED DEVELOPMENT CODE TO PROVIDE FOR CHANGES ASSOCIATED WITH THE PERMIT-READY BUILDING DESIGN PROGRAM, AND TO ADJUST THE CALCULATION FOR PAYMENT OF FEES IN LIEU OF SIDEWALK CONSTRUCTION (2024-1813)

D.2. PLACEHOLDER - WEST TRANSMISSION WATERLINE (ORDINANCE APPROVAL):

PLACEHOLDER FOR THE WEST TRANSMISSION WATER LINE FUNDING ORDINANCE (2024-1728)

D.3. DECLARE HOUSING CRISIS / STATE OF EMERGENCY (RESOLUTION):

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE (2024-1811)

D.4. ACTION SUMMARY & ANTICIPATED HOUSING SUPPORT (RESOLUTION):

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE (2024-1817)

D.5. ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS (AMENDMENT):

AN ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS AND §39.11 DAMAGE CLAIMS OTHER THAN WATER AND WASTEWATER DAMAGE CLAIMS OF THE FAYETTEVILLE CODE TO INCREASE THE AMOUNT OF COMPENSATION THAT THE CITY COUNCIL CAN AWARD (2024-1790)

D.6. SHORT-TERM RENTAL (SCHOOL PROXIMITY CONSIDERATION):

AN ORDINANCE TO AMEND SUBSECTION (H) OF §163.18 TYPE 2 SHORT-TERM RENTALS IN RESIDENTIAL ZONING DISTRICTS OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE PROXIMITY TO SCHOOLS AS A FACTOR FOR THE PLANNING COMMISSION TO CONSIDER (2024-1787)

D.7. SHORT-TERM RENTAL / CONDITIONAL USE PERMIT (NOTIFICATION REQUIREMENTS):

AN ORDINANCE TO AMEND SUBSECTION (C) OF §157.05 CONDITIONAL USE PERMIT IN §157 NOTIFICATION AND PUBLIC HEARINGS OF THE UNIFIED DEVELOPMENT CODE TO REQUIRE PUBLIC NOTIFICATION TO LANDOWNERS AND RESIDENTS WITHIN 300 FEET OF THE BOUNDARY LINE OF A PROPOSED TYPE 2 SHORT TERM RENTAL (2024-1784)

D.8. VACATION-2023-0014: (490 W. WILLOUGHBY RD/TERMINELLA, 718):

AN ORDINANCE TO APPROVE VAC-2023-14 FOR PROPERTY LOCATED AT 490 WEST WILLOUGHBY ROAD IN WARD 1 TO VACATE A 0.08 ACRE PORTION OF GENERAL UTILITY EASEMENT (2024-1781)

D.9. VACATION-2024-0002: (N. BOB YOUNKIN DR AND W. BISHOP DR/LEGACY VENTURES NWA, 251):

AN ORDINANCE TO APPROVE VAC 24-002 FOR PROPERTY LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP STREET IN WARD 3 TO VACATE APPROXIMATELY 140 SQUARE FEET OF STREET RIGHT OF WAY (2024-1785)

D.10. REZONING-2024-0001: (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0001 FOR APPROXIMATELY 6.31 ACRES LOCATED AT 3006 NORTH OLD MISSOURI ROAD IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE; NS-G, NEIGHBORHOOD SERVICES GENERAL; AND NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE AND R-A, RESIDENTIAL AGRICULTURAL (2024-1783)

D.11. REZONING-2023-0037: (EAST OF E. 9TH ST. & S. WASHINGTON AVE./DAKOTA DEVELOPMENT LLC, 563):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0037 FOR APPROXIMATELY 1.03 ACRES LOCATED EAST OF EAST 9TH STREET AND SOUTH WASHINGTON AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2024-1789)

D.12. APPEAL: ADMINISTRATIVE-2024-0001: (S. ED EDWARDS RD, MALLY WAGNON RD, S. HUNT LN - WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING & HAMM):

A RESOLUTION TO GRANT THE APPEAL OF THE PLANNING COMMISSION'S DENIAL OF ADM-2024-0001, AND TO AMEND THE MASTER STREET PLAN TO REMOVE AN APPROXIMATELY 1.5 MILE SECTION OF A PLANNED RESIDENTIAL LINK STREET BETWEEN SOUTH MALLY WAGNON ROAD AND SOUTH DEAD HORSE MOUNTAIN ROAD (2024-1791)

E. CITY COUNCIL AGENDA SESSION PRESENTATIONS**F. CITY COUNCIL TOUR**

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

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

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

Robert B. Stafford
Council Member
Ward 1 Position 1

Chair
Mike Wiederkehr
Council Member
Ward 2 Position 2



Sarah Bunch
Council Member
Ward 3 Position 2

Teresa Turk
Council Member
Ward 4 Position 1

Nominating Committee Report March 19, 2023

**Council Members Present – Chair Mike Wiederkehr,
Robert Stafford, Sarah Bunch and Teresa Turk.**

The Nominating Committee recommends the following candidates for appointment:

ACTIVE TRANSPORTATION ADVISORY COMMITTEE

Hershel Hartford – One Americans with Disabilities (ADA) Representative
Term Ending 03/31/2026.

ADVERTISING AND PROMOTION COMMISSION

Chrissy Sanderson – One Tourism Industry Appointee
Term Ending 03/31/2028.

BLACK HERITAGE PRESERVATION COMMISSION

Vacant (No Applicants) – One Unexpired Member at Large
Term Ending 12/31/2026.

BOARD OF ADJUSTMENTS

Pepper Rousell – One Public at Large
Term Ending 03/31/2027.
Erin Adkins-Oury – One Public at Large
Term Ending 03/31/2027.

Vacant – One Public at Large
Term Ending 03/31/2027.

CIVIL SERVICE COMMISSION

Spencer Brown – One Citizen at Large
Term Ending 03/31/2030.

COMMUNITY DEVELOPMENT AND ASSISTANCE PROGRAMS ADVISORY BOARD

Manuel Tejada – One Member Involved With Community Food Systems
Term Ending 12/31/2027.
Addison Mahaffey – One Resident at Large
Term Ending 12/31/2027.

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Mark McElhannon – One Full Board Member
Term Ending 03/31/2029.

FAYETTEVILLE ARTS COUNCIL

Amanda Reyer – One Unexpired Working Artist
Term Ending 06/30/2025.
Ellen Woodson – One Unexpired Resident Representative
Term Ending 06/30/2026.

FAYETTEVILLE PUBLIC LIBRARY BOARD OF TRUSTEES

Barry Bryan – One Public at Large
Term Ending 04/01/2029.

PLANNING COMMISSION

Matthew Cabe – One Citizen at Large
Term Ending 03/31/2027.
Nick Castin – One Citizen at Large
Term Ending 03/31/2027.
Nicolas Werner – One Citizen at Large
Term Ending 03/31/2027.

URBAN FORESTRY ADVISORY BOARD

Nathan Walker – One Unexpired Resident at Large
Term Ending 12/31/2025.
Hannah Ash – One Unexpired Land Development Representative at Large
Term Ending 12/31/2025. *(Position filled by Resident of the City)*
James Parrish – One Unexpired University of Arkansas Representative at Large
Term Ending 12/31/2025. *(Position filled by Resident of the City)*



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Britin Bostick, Long Range Planning/Special Projects Manager

FROM: Sherry Griffith, Long Range and Preservation Planner

SUBJECT: **A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$40,000.00 and to approve a budget adjustment. The grant award is \$30,000 for a Multiple Property Documentation Form (MPDF) for the University and Haskell Heights neighborhoods and \$10,000 for a historic context statement for the Spout Spring neighborhood.**

RECOMMENDATION:

City staff recommends acceptance of a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2024 grant year in the amount of \$40,000. \$30,000 of the grant is for a Multiple Property Documentation Form (MPDF) for the University Heights and Haskell Heights neighborhoods and \$10,000 is for a historic context statement for the Spout Spring neighborhood.

BACKGROUND:

In December of 2023 City Council approved the application for a Certified Local Government Grant (CLG) in the amount of \$40,000 from the Arkansas Historic Preservation Program (AHPP). The Council also approved a budget adjustment at that time of \$15,000 as a grant match. On February 23, 2024, staff received a letter from AHPP that the full grant amount requested was awarded to the City of Fayetteville.

DISCUSSION:

A Multiple Property Documentation Form (MPDF) is a valuable tool to nominate groups of related, significant properties organized by the themes, trends, and patterns of history they share. Although the MPDF is a cover document and not a nomination itself, it will serve as a basis for evaluating the eligibility of these properties for the National Register of Historic Places and may be used to nominate and register thematically related historic properties concurrently. The project deliverables are anticipated to support confirming the eligibility of both the University Heights and Haskell Heights neighborhoods and individual structures in the neighborhoods for listing on the National Register of Historic Places. The MPDF is a continuation of the current project to write a historic context statement for the University Heights and Haskell Heights neighborhoods, which began in 2023 with the support of a CLG grant in the amount of \$20,000 from AHPP and a \$5,000 match from the Fayetteville City Council.

A historic context statement is an identification and evaluation of historical development patterns, history, and recognition of historically significant structures or groupings in the survey area. A qualified consultant will complete this work for the Spout Spring neighborhood located directly east and southeast of Fayetteville's downtown. The approximate boundary of the area proposed for the historic context statement project is East

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Lafayette Street to the north, North Fletcher Avenue and South Wood Avenue to the east, 15th Street to the south, and North College Avenue to the west. A project consultant will prepare a historic context statement for the project area, to include narratives, summaries and characteristics of neighborhood property types and development patterns. The project deliverables are expected to provide research and documentation as background to the proposed establishment of the Spout Spring local historic district and the project will be reviewed with both the Historic District Commission and Black Heritage Preservation Commission.

The CLG grant provides funding on a reimbursement basis once the funded project or projects are complete. Since early 2022 the City of Fayetteville has been awarded more than \$100,000 in CLG grant funds by AHPP and has successfully completed all grant project requirements. The current grant term begins on March 15, 2024. The City must be under contract for both the Multiple Property Documentation Form (MPDF) project and the historic context statement project by August 15, 2024 and must complete the grant-funded work by September 30, 2025.

BUDGET/STAFF IMPACT:

Acceptance will add \$30,000 to the project budget for the University Heights & Haskell Multiple Documentation Form project budget and \$10,0000 to the Spout Spring Historic Context Statement project budget.

ATTACHMENTS: SRF (#3), Revised SRF (#4), BA (#5), Revised BA (#6), Grant Award Notification (#7), 24-CLG-03_Fayetteville (#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 #: 2024-1782

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$40,000.00 and to approve a budget adjustment. The grant award is \$30,000 for a Multiple Property Documentation Form (MPDF) for the University and Haskell Heights neighborhoods and \$10,000 for a historic context statement for the Spout Spring neighborhood.

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTIFIED LOCAL GOVERNMENT GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$40,000.00 FOR THE UNIVERSITY-HASKELL HEIGHTS CONTEXT STUDY AND THE SPOUT SPRING NEIGHBORHOOD CONTEXT STATEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on December 5, 2023, the City Council approved Resolution 274-23 authorizing an application for grants from the Arkansas Historic Preservation Program to complete the University-Haskell Heights Context Study and the development of a context statement for the Spout Spring Neighborhood; and

WHEREAS, on February 23, 2024, the City was notified that grant funds in the amount of \$40,000.00 have been awarded for these 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 authorizes Mayor Jordan to accept a Certified Local Government Grant from the Arkansas Historic Preservation Program in the amount of \$40,000.00 for the completion of the University-Haskell Heights Context Study and the development of a context statement for the Spout Spring Neighborhood, and further authorizes the Mayor to execute any documents necessary to receive the funds.

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

2024-1782

Item ID

3/19/2024

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

Sherry Griffith

3/1/2024

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$40,000 and to approve a budget adjustment. The grant award is \$20,000 for a Multiple Property Documentation Form (MPDF) for the University Heights and Haskell Heights neighborhoods and \$20,000 for a historic context statement for the Spout Spring neighborhood.

Budget Impact:

1010.090.6600-5314.00

General Fund

Account Number

Fund

32207.2401

AR Historic Preservation Program(CLG Grant) -

32207.2402

Univ/Haskell Heights, Spout Spring

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 30,501.00

Expenses (Actual+Encum)

\$ 14,802.60

Available Budget

\$ 15,698.40

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 40,000.00

Remaining Budget

\$ 55,698.40

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 274-23

Change Order Number:

Approval Date: 12/5/2023

Original Contract Number:

Comments:

City of Fayetteville Staff Review Form

2024-1782**Item ID****3/19/2024**

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

Sherry Griffith

3/1/2024

LONG RANGE PLANNING (634)

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

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$40,000 and to approve a budget adjustment. The grant award is \$30,000 for a Multiple Property Documentation Form (MPDF) for the University Heights and Haskell Heights neighborhoods and \$10,000 for a historic context statement for the Spout Spring neighborhood.

Budget Impact:

1010.090.6600-5314.00

General Fund

Account Number

32207.2401

32207.2402

Project Number

Fund

AR Historic Preservation Program(CLG Grant) -
Univ/Haskell Heights, Spout Spring

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 30,501.00

Expenses (Actual+Encum)

\$ 14,802.60

Available Budget

\$ 15,698.40**Does item have a direct cost?** No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 40,000.00

Remaining Budget

\$ 55,698.40

V20221130

Purchase Order Number:**Previous Ordinance or Resolution #** **274-23****Change Order Number:****Approval Date:****12/5/2023****Original Contract Number:****Comments:**

Budget Year	Division	Adjustment Number
2024	LONG RANGE PLANNING (634)	
	Requestor: Sherry Griffith	

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$40,000 and to approve a budget adjustment. The grant award is \$20,000 for a Multiple Property Documentation form for the University Heights and Haskell Heights neighborhoods and \$20,000 for a historic context statement for the Spout Spring neighborhood.

	COUNCIL DATE:	3/19/2024
	ITEM ID#:	2024-1782
	Holly Black	
	2/29/2024 2:29 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division	Adjustment Number
2024	LONG RANGE PLANNING (634)	
	/Org2	
	Requestor: Sherry Griffith	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$40,000 and to approve a budget adjustment. The grant award is \$30,000 for a Multiple Property Documentation form for the University Heights and Haskell Heights neighborhoods and \$10,000 for a historic context statement for the Spout Spring neighborhood.

	COUNCIL DATE:	3/19/2024
	ITEM ID#:	2024-1782
	Holly Black	
	2/29/2024 2:29 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Sarah Huckabee Sanders
Governor
Shea Lewis
Secretary

February 23, 2024

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RE: Certified Local Government Grant for Phase II of the University-Haskell Heights Context Study and the Spout Spring Neighborhood Context Statement

Dear Mayor Jordan:

I am pleased to inform you that the City of Fayetteville has been granted \$40,000 from the Arkansas Historic Preservation Program to fund the completion of the University-Haskell Heights Context Study and the development of a context statement for the Spout Spring neighborhood. The agency will contact you with details concerning the terms and conditions of this grant.

Congratulations and thank you for your commitment to the preservation of historic resources in Arkansas.

Sincerely,

A handwritten signature in blue ink that reads "Scott Kaufman". The signature is fluid and cursive, with the first name "Scott" and last name "Kaufman" clearly legible.

Scott Kaufman
AHPP Director &
State Historic Preservation Officer

cc: Britin Bostick & Sherry Griffith, Long Range Planning, City of Fayetteville

Arkansas Historic Preservation Program
1100 North Street • Little Rock, AR 72201 • 501-324-9150
ArkansasPreservation.com

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 24-CLG-03

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$40,000** for the purpose of funding consultants' services on the completion of an MPDF for the University-Haskell Heights neighborhood and the completion of a historic context statement for the Spout Spring neighborhood.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund consultants' services for Phase II of the University-Haskell Heights MPDF documentation.
\$30,000 is designated for this activity.

TASK B. The City will fund consultants' services for the completion of a historic context for the Spout Spring neighborhood.
\$10,000 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2024, and shall extend until September 30, 2025. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2025. No work on any grant task will be undertaken, continued, or carried out after September 30, 2025.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2025, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables as described in section IV.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2025.

- E. The availability of funds under this grant award is dependent on the National Park Service's 2024-2025 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

- A. Multiple Property Documentation Form (Phase II)
1. The city will be under contract for consultants' services by August 2, 2024.
 2. Work on the project will begin no later than September 2, 2024.
 3. A first draft of all project deliverables will be submitted to AHPP by December 6, 2024.
 4. A final draft of all project deliverables will be submitted to AHPP by January 3, 2025.
- B. Spout Spring Historic Context Statement
1. The city will be under contract for consultant's services by August 2, 2024.
 2. Work on the project will begin no later than September 2, 2024.
 3. A first draft of all deliverables will be submitted to AHPP by February 24, 2025.
 4. A final draft of all deliverables will be submitted to AHPP by April 19, 2025.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	Date Due
March-June, 2024	July 15, 2024
July-Sept, 2024	October 15, 2024
October-December, 2024	January 15, 2025
January-March, 2025	April 15, 2025
April-June, 2025	July 15, 2025
July-September, 2025	October 15, 2025
FINAL	October 31, 2025

- B. The report of April 15, 2025, will be accompanied by a timeline for completion of all tasks and spend down of project funds by the end of the grant term.
- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.
- E. Failure to submit grant reports within one month of the date required herein shall be grounds for cancellation of the grant at the discretion of AHPP.
- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2025.
- G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP if the City's grants administrator has attended a grant administration training session within the two years prior to the execution of this grant agreement.

VIII. COMPLIANCE

- A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.
- B. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.
- C. EASEMENTS AND PRESERVATION AGREEMENTS: The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars (\$10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part

- of any project utilizing at least one dollar (\$1) but less than ten thousand dollars (\$10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds are released. On such projects involving City property, the City and any other parties holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.
- D. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
 - A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

- A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.
- B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as

required by the National Park Service.

- C. A City employee or paid contractor will be responsible for fulfilling all responsibilities assumed by the City under this grant agreement.
- D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.
- E. Indirect costs are not eligible for reimbursement under this award.
- F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.
- G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- 1) Administrative Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
- 2) Determination of Allowable Costs:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
- 3) Audit Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
- 4) Code of Federal Regulations/Regulatory Requirements:

2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and

2 CFR Part 25, System for Award Management (www.SAM.gov).

- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.
- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. “No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.” In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 “Strengthening Buy American Preferences for Infrastructure Projects” that may apply to the project

that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its

contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- C. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

SIGNATURES

Scott Kaufman

City of Fayetteville Signature

Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201

Name (printed)

Title

Date

Date

APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas

Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at [Identification Guidelines \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/subjects/nationalregister/identification-guidelines.htm)). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - Maps locating properties by resource number and address
 - Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable, digital format, such as a database, spreadsheet, GIS data, or similar data file.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared

summarizing its history and any obvious changes to the building that appear to have occurred since its construction.

7. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
9. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.
10. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
11. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
12. The contractor will provide own transportation and equipment.
13. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
14. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National Register of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. It is required that the contractor complete a National Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

2. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in the “National Register Photo Policy Factsheet.”
3. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions.
4. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.
5. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
6. Any contractor who has not submitted an accepted National Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
7. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
8. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
9. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

10. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
11. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
12. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
13. The contractor will conduct meetings with AHPP as required to complete the project.
14. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
2. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines and Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP.
5. The City will ensure that any contractor engaged to prepare design guidelines funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (see Appendix F) as an Architectural Historian, a Historic Preservation Planner, or a Historic Preservationist with experience equivalent to one or both those professions. Any contractor engaged to prepare a preservation plan must be qualified as a Historic Preservation Planner or a Historic Preservationist with experience equivalent to a Preservation Planner.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at [Preservation Planning Standards \(U.S. National Park Service\) \(nps.gov\)](#)).

2. The contractor will draft design guidelines, when applicable, that include, at minimum:
 - a. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
 - b. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-201, et seq., and local ordinance.
 - c. A list of addresses within such historic districts;
 - d. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
 - e. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
 - f. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 68.
 - g. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines and provide initial and completed deliverables by the dates set forth in the contract between the City and the Contractor.
6. The contractor will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
2. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion.

APPENDIX D: Rehabilitation Work to Historic Properties

Projects for rehabilitation work to historic properties funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. Architects/Engineers/Contractors must have the requisite experience and training in historic preservation or relevant field to oversee investigation, design and project work, as determined in consultation with AHPP. See Appendix F.
5. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.
 - a. A site plan that has the north direction clearly marked
 - b. A city/county map with the site of the property clearly labeled
 - c. Set of plans and specifications for the project
 - d. Photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.

- e. Interior photographs of all major rooms and those involved in the project, labels, and keyed to a floor plan
 - f. Any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.
- 6. The City will ensure that the Contractor performs all work in compliance with the plans and specifications as approved by AHPP.
 - 7. All projects must comply with the Americans with Disabilities Act, the Architectural Barriers Act, and the Rehabilitation Act of 1973.
 - 8. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:
 - 1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*
 - 2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
 - 3. *Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*
 - 4. *Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.*
 - 5. *Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*
 - 6. *Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.*
 - 7. *Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.*

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. CONTRACTOR'S RESPONSIBILITIES

1. The Contract will perform all work in compliance with the plans and specifications as approved by AHPP.
2. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.

6. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and the AHPP at the project site. This sign will be provided by the AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.
2. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX E: Other Consultant Contracts and Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.
5. The City will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification

Standards.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.
2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.
3. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. The contractor must be able to adhere to set deadlines as set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

AHPP will provide technical assistance to the contractor as necessary for project completion.

Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

The *Secretary of the Interior's Professional Qualification Standards* were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See <https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf> for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 *Standards*. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council

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

FROM: Tiffany Hoover, Assistant Recreation Superintendent

SUBJECT: **A resolution to approve a budget adjustment in the amount of \$20,000 recognizing and allocating donation revenue from the Friends of YRCC to be used for the 2024 programs offered by the Yvonne Richardson Community Center.**

RECOMMENDATION:

A resolution to approve a budget adjustment in the amount of \$20,000 recognizing and allocating a donation from the Friends of Yvonne Richardson Community Center to be used for the 2024 programs offered by the Yvonne Richardson Community Center.

BACKGROUND:

Friends of YRCC is a non-profit focused on supporting the mission of the YRCC by raising funds for programming costs which in turn, allows the YRCC to offer low cost and no cost opportunities to the disadvantaged youth and families that it traditionally serves. This donation will cover expenses for youth to participate in summer camp, afterschool programming, and other out of school time services. It also supports annual events such as an Easter Egg Hunt and Holiday Bingo.

DISCUSSION:

Friends of YRCC continues to offer funding support to YRCC programs, as well as community outreach, allowing for participation to take place despite financial barriers that exist among families of the Fayetteville community. Each semester, YRCC routinely serves approximately 35 individuals K-8th grade through its Afterschool program. In addition, YRCC serves 75 individuals K-8th each week for eight weeks in the Summer Fun 4 Kids/Teens Camp.

BUDGET/STAFF IMPACT:

Recognize YRCC Donations in the amount of \$20,000 for 2024 programs offered by the YRCC.

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



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1748

A resolution to approve a budget adjustment in the amount of \$20,000 recognizing and allocating donation revenue from the Friends of YRCC to be used for the 2024 programs offered by the Yvonne Richardson Community Center.

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$20,000.00 REPRESENTING DONATION REVENUE TO THE YVONNE RICHARDSON COMMUNITY CENTER

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 \$20,000.00 representing donation revenue to the Yvonne Richardson Community Center.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations.

City of Fayetteville Staff Review Form

2024-1748

Item ID

3/19/2024

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

Tiffany Hoover

2/14/2023

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a budget adjustment in the amount of \$20,000 recognizing and allocating donation revenue from the Friends of YRCC to be used for the 2024 programs offered by the Yvonne Richardson Community Center.

Budget Impact:

1010.520.5280-5342.00

General

Account Number

Fund

33051.1001

Parks & Recreation Donations - YRCC Donations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 40,195.00

Expenses (Actual+Encum)

\$ 25,541.23

Available Budget

\$ 14,653.77

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 20,000.00

Remaining Budget

\$ 34,653.77

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

Budget adjustment requesting to recognize and allocate donation revenue received from Friends of YRCC (FOYRCC) through Southeast Fayetteville Community Center. These funds are to be used for the 2024 YRCC program activities offered by the Yvonne Richardson Community Center.

	COUNCIL DATE:	3/19/2024
	ITEM ID#:	2024-1748
	Holly Black	
	2/26/2024 7:37 AM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **MOHAWK LIFTS LLC (PURCHASE AGREEMENT):**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE SET OF AUTOMOTIVE LIFTS AND ADAPTERS AND ONE SET OF (6) HEAVY DUTY MOBILE LIFT COLUMNS FROM MOHAWK LIFTS LLC IN THE AMOUNT OF \$105,055.34, PLUS ANY ADDITIONAL TAXES, FREIGHT CHARGES, INSTALLATION CHARGES AND DELIVERY FEES UP TO AN ADDITIONAL \$7,944.66 OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (013020-MRL).

BACKGROUND:

The Fleet division is in the middle of a building expansion which will be providing two additional bays. Once completed, this will allow for more room for the additional approved full-time mechanic positions.

DISCUSSION:

The set of automotive lifts and adapters will allow our offload mechanics to more efficiently perform repairs on the numerous types of offload equipment we have at the City. The heavy-duty mobile lift columns will also allow our fire truck mechanics to raise vehicles up in the air and perform the needed inspections, maintenance and repairs these units require.

BUDGET/STAFF IMPACT:

This purchase is an approved 2024 CIP request and within budget.

ATTACHMENTS: SRF (#3), City of Fayetteville - Combined (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1742

MOHAWK LIFTS LLC (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF AUTOMOTIVE LIFTS, ADAPTERS AND LIFT COLUMNS FROM MOHAWK LIFTS, LLC. IN THE AMOUNT OF \$105,055.34 PLUS ANY APPLICABLE TAXES, FREIGHT CHARGES, INSTALLATION CHARGES AND DELIVERY FEES UP TO \$7,944.66, 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 approves the purchase of a automotive lifts, adapters, and lift columns from Mohawk Lifts, LLC in the amount of \$105,055.34 plus any applicable taxes, freight charges, installation charges, and delivery fees up to \$7,944.66, pursuant to a Sourcewell cooperative purchasing contract, for use by the Fleet Operations Division.

City of Fayetteville Staff Review Form

2024-1742

Item ID

3/19/2024

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

Ross Jackson

2/23/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE SET OF AUTOMOTIVE LIFTS AND ADAPTERS AND ONE SET OF (6) HEAVY DUTY MOBILE LIFT COLUMNS FROM MOHAWK LIFTS LLC IN THE AMOUNT OF \$105,055.34, PLUS ANY ADDITIONAL TAXES, FREIGHT CHARGES, INSTALLATION CHARGES AND DELIVERY FEES UP TO AN ADDITIONAL \$7,944.66 OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (013020-MRL).

Budget Impact:

9700.770.1920-5801.00

Shop

Account Number

Fund

20008.2401

Fleet Vehicle Lifts

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 113,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 113,000.00

Does item have a direct cost? Yes

Item Cost

\$ 105,055.34

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 7,944.66

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
 800-833-2006



For purchase of GRAY equipment using:
Sourcewell Contract #
013020-MRL
04/14/2020 - 04/13/2024

PREPARED FOR
Ross Jackson City of Fayetteville - Fleet Operations 1525 S Happy Hollow RD Fayetteville, AR 72701

QUOTE NO	QUOTE DATE
Fayetteville.WPLS190.021424-Combine	2/14/2024
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	10-25 Business Days ARO
Good Through: April, 13 2024	

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
WPLS-190, set of 6	6 - 24 volt units, 114,000 lb capacity mobile column lift	1	\$ 87,224.00	\$ 77,831.72	\$ 77,831.72
009-010-075	System IA - 10,000lb Cap 2-Post	1	\$ 14,000.00	\$ 11,805.39	\$ 11,805.39
601-440-018	Weight Indicating Pressure Gauge (A7/SYS-IA/LC-12) 4" Diameter	1	\$ 215.00	\$ 181.30	\$ 181.30
009-012-001	Turf Kit with Dual Trough, 7,000 lbs Max Capacity -SYS-IA	1	\$ 5,865.00	\$ 2,952.00	\$ 2,952.00
Installation	Installation (Bolt Down & Training)	1	\$ 2,952.00	\$ 2,952.00	\$ 2,952.00

All quoted equipment has been Competitively Bid and Competitively Awarded on Sourcewell Contract # 013020-MRL, and is Guaranteed Best government pricing.

NOTES:

Subtotal	\$ 95,722.41
Sales Tax (if applicable)	\$ 9,332.93
TOTAL	\$ 105,055.34

[Click here for Mohawk Lifts LLC's W-9: www.mohawklifts.com/Mohawk-W9](http://www.mohawklifts.com/Mohawk-W9)

This quotation is subject to the terms and conditions noted on the following page

V8.23

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- ~~4) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.~~
- 5) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 6) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers, if applicable.
- 7) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 8) Any and all permits, licenses, fees, etc. are the buyers responsibility

Quote # Fayetteville.WPLS190.021424-Combined

V8.23

To place your order using this quotation, please fill in the following required information:

BILLING INFORMATION

Name: City of Fayetteville Arkansas

Address: 113 West Mountain Street

 Fayetteville Arkansas 72701

Contact: Attn: Accounts Payable

Phone: 479-575-8281

Email: N/A

SHIPPING INFORMATION

Name: Fleet Operations

Address: 1525 Happy Hollow Road

 Fayetteville Arkansas 72701

Contact: Ross Jackson

Phone: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Title

Phone

Authorized Buyers Signature

Date

Email

Remit orders to:

MOHAWK LIFTS LLC
PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
Fax: 518-842-1289



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **WHELEN UPFITTING PARTS AND ACCESSORIES (PURCHASE AGREEMENT):**

RECOMMENDATION:

APPROVE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES THROUGH LOCAL AUTHORIZED DISTRIBUTORS PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (090122-WHL) ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026 AND ANY ADDITIONAL RENEWALS.

BACKGROUND:

Fleet routinely needs to purchase and install additional lighting and electronics for front line operation of departmental vehicles. This up-fitting allows for increased visibility for City of Fayetteville employees and the public's safety.

DISCUSSION:

Fleet is recommending approval and fleet standardization of Whelen lights and electronics. Fleet has had both in-house training and are currently using diagnostic software to install, program and repair these systems.

BUDGET/STAFF IMPACT:

The purchase of these parts 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 #: 2024-1788

WHELEN UPFITTING PARTS AND ACCESSORIES (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES FROM LOCAL AUTHORIZED DISTRIBUTORS ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026, AND ANY RENEWAL PERIODS, 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 Whelen up-fitting parts and accessories from local authorized distributors on an as-needed basis through November 7, 2026, and any renewal periods, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1788

Item ID

3/19/2024

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

Ross Jackson

2/28/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

APPROVE THE PURCHASE OF WHELEN UP-FITTING PARTS AND ACCESSORIES THROUGH LOCAL AUTHORIZED DISTRIBUTORS PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (090122-WHL) ON AN AS NEEDED BASIS THROUGH NOVEMBER 7, 2026 AND ANY ADDITIONAL RENEWALS.

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)

\$ 156,660.09

Available Budget

\$ 995,839.91

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 995,839.91

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 24-26 Jack Tyler Engineering – Noland IPS Pumps**

RECOMMENDATION:

Staff recommends awarding Bid 24-26 and authorizing the purchase of two submersible non-clog wastewater pumps for the influent pump station at the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$200,053.30 plus applicable taxes and freight charges.

BACKGROUND:

The Noland Water Resource Recovery Facility (WRRF) has six (6) submersible pumps at its influent pump station (IPS). All the pumps are currently operational, but staff has the pumps on a CIP replacement schedule to replace 2 pumps per year for the next 3 years. The Noland influent pump station is extremely critical, and it's within the City's best interest to replace these pumps before they fail or have issues due to old age.

DISCUSSION:

The City solicited formal bids for this replacement pump per Bid 24-26, and Jack Tyler Engineering was the only bidder that met all the specifications and requirements. Staff recommends awarding Bid 24-26 and authorizing the purchase of two submersible pumps for the Noland influent pump station from Jack Tyler Engineering, Inc. in the amount of \$200,053.30 plus applicable taxes and freight charges. This purchase will replace two of the six influent pumps to ensure the Noland influent pump station stays fully operational. Freight is estimated at \$2,000.00 for both pumps, and taxes are estimated at \$19,700.20 for a total estimated cost of \$221,753.50.

BUDGET/STAFF IMPACT:

Funds are available in the WWTP Plant Pumps and Equipment account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Bid 24-26, Bid Tab - Final (#4), Bid 24-26, Submittal - Jack Tyler Engineering - E (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1797

Bid 24-26 Jack Tyler Engineering – Noland IPS Pumps

A RESOLUTION TO AWARD BID #24-26 AND AUTHORIZE THE PURCHASE OF TWO SUBMERSIBLE PUMPS FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$200,053.30, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #24-26 and authorizes the purchase of two submersible non-clog wastewater pumps from Jack Tyler Engineering, Inc. in the amount of \$200,053.30, plus any applicable taxes and freight for use at the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2024-1797

Item ID

3/19/2024

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

Tim Nyander

3/1/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 24-26 and authorizing the purchase of two submersible non-clog wastewater pumps for the influent pump station at the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$200,053.30 plus applicable taxes and freight charges.

Budget Impact:

5400.730.5800-5801.00

Water & Sewer

Account Number

Fund

02069.1

WWTP Plant Pumps and Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,622,210.00

Expenses (Actual+Encum)

\$ 169,396.99

Available Budget

\$ 1,452,813.01

Does item have a direct cost? Yes

Item Cost

\$ 221,753.50

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,231,059.51

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Freight is estimated at \$2,000.00 for both pumps, and taxes are estimated at \$19,700.20 for a total estimated cost of \$221,753.50.



CITY OF
FAYETTEVILLE
ARKANSAS

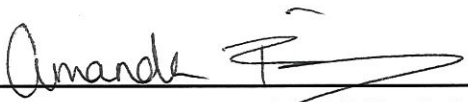
BID TABULATION

Bid 24-26, Noland IPS Pump

DEADLINE: Tuesday, February 27, 2024 at 2:00 PM

				JACK TYLER ENGINEERING INC
				TOTAL
				\$200,053.30
Line #	Description	QTY	UOM	Unit
1	Submersible Non-Clog Wastewater Pump	2	EA	\$100,026.65

 2/27/24
Kenny Fitch, Purchasing Agent

 2/27/24
Amanda Beilfuss, Sr. Purchasing Agent



Bid 24-26 Addendum 1

JACK TYLER ENGINEERING INC

JACK TYLER ENGINEERING INC

Supplier Response

Event Information

Number: Bid 24-26 Addendum 1
Title: Noland IPS Pump
Type: Invitation to Bid
Issue Date: 2/4/2024
Deadline: 2/27/2024 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of one (1) submersible non-clog wastewater pump. This bid is for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville 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

JACK TYLER ENGINEERING INC Information

Address: 6301 S. University
LITTLE ROCK, AR 72209
Phone: (501) 562-2296
Fax: (501) 562-4273
Toll Free: (800) 562-2296
Web Address: jteng.com

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

Mariah Qualls

Signature

mariah.garcia895@gmail.com

Email

Submitted at 2/26/2024 03:24:40 PM (CT)

Requested Attachments

Bid 24-26, Bid Form and Signature Pages

Bid Submission.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Response Attachments

022624KCA - Noland IPS Quote.pdf

Scope of Supply

Bid Attributes

1 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

2 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

3 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	Submersible Non-Clog Wastewater Pump Quantity: <u> 2 </u> UOM: <u> EA </u> Price: \$100,026.65 Total: \$200,053.30 Supplier Notes: Price is each as per UOM, total for both is \$200,053.30
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Response Total: \$200,053.30



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

INVITATION TO BID: Bid 24-26, Noland IPS Pump

DEADLINE: Tuesday, February 27, 2024 before 2:00 PM, Local Time

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 02/04/2024

INVITATION TO BID Bid 24-26, Noland IPS Pump

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

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

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

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

City of Fayetteville
Bid 24-26, Noland IPS Pump
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 24-26, Noland IPS Pump
Bid 24-27, Aeration Basin Drain Pump

The City of Fayetteville is seeking bids from qualified vendors for the purchase of one (1) submersible non-clog wastewater pump and one (1) horizontal grip pump. These bids are for the purchase of equipment only; installation will be the responsibility of the City. Pumps are bid separately. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

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 **Tuesday, February 27, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. 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.

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

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

Any bidder providing a service shall be registered with the Arkansas Secretary of State before the bid deadline. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville

By: Kenny Fitch, Purchasing Agent

P: 479.575.8258 kfitch@fayetteville-ar.gov

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

Date of advertisement: 02/04/2024

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX.

City of Fayetteville, AR
Bid 24-26, Noland IPS Pump
Page 2 of 16

City of Fayetteville

Bid 24-26, Noland IPS Pump

Required Bid Form – Bid Signature & Online Submittal Requirements

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 Bid Form (this form, completed in its entirety)

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. 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.

- ✓ 1.) NO KNOWN RELATIONSHIP EXISTS
- 2.) RELATIONSHIP EXISTS (Please explain):

- City of Fayetteville, AR
Bid 24-26, Noland IPS Pump
Page 4 of 16

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

*NAME OF FIRM: Jack Tyler Engineering, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Jack Tyler Engineering, Inc.

*BUSINESS ADDRESS: 6301 South University Ave.

*CITY: Little Rock *STATE: AR *ZIP: 72209

*PHONE: 501-562-2296 FAX: _____

*E-MAIL: mqualls@jteng.com

*BY: (PRINTED NAME) Mariah Qualls

*AUTHORIZED SIGNATURE: Mariah Qualls

*TITLE: Bid Coordinator

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 710833610

Acknowledge Addendums:

Addendum No. 1 Dated: 2/6/24 Acknowledged by: Mariah Qualls

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 24-26, Noland IPS Pump
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville 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. Bidder 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 Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality,

size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville 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 Kenny Fitch, City 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. LOCAL, 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 local, 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 Proposer, by affixing his or her signature to this proposal, 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 wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the 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. All invoices shall be presented to the City with the minimum information listed below.

- a. City Department that ordered the materials or services
- b. Order Date
- c. Delivery date or the date of services
- d. Name of the City Employee that requested or picked up the goods, materials, or service
- e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

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. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the 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 specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

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.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person \$500,000 aggregate
Property Damage Liability:	\$100,000 aggregate

26. 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.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

**ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATIONS" 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 It is the intent of the following specifications to describe a submersible non-clog wastewater pump.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.5 A list containing a minimum of three (3) users/references shall accompany this bid to qualify as a responsible bidder. Listing shall contain company, primary contact name, e-mail, phone number, and date of purchase. Users/references shall have had similar equipment purchased within the past five (5) years.

2. MANUFACTURER/MODEL –

2.1 General:

- a. ☒ Pump shall be equipped with a 70HP submersible electric motor, connected for operation on 460 volts, 3 phase, 60 hertz, single wire service, with 50 feet of submersible cable (SUBCAB) suitable for submersible pump applications.
- b. ☒ The power cable shall be sized according to NEC and ICEA standards and meet with P-MSHA approval.
- c. ☒ The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal.
- d. ☒ Pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring.
- e. ☒ The integral pump/motor shaft shall rotate on two bearings.
- f. ☒ The pump and motor shaft shall be a single piece unit.

- g. ☒ The impeller shall be of at least 25% chrome cast iron, dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design.

3. TECHNICAL SPECIFICATIONS –

3.1 Pump:

- a. ☒ Pump shall be capable of delivering 4950 GPM at 41.7 FT. TDH.
- b. ☒ Pump shall be capable of operating in a continuous non submerged condition, a vertical position in a dry pit installation, permanently connected to inlet and outlet pipes.
- c. ☒ Pump shall be of submersible construction and will continue to operate satisfactorily should the dry pit be subjected to flooding.
- d. ☒ Pump shall include an inlet elbow and pump stand. Inlet elbow shall have an inspection cover.
- e. ☒ Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities.
- f. ☒ The lifting handle shall be stainless-steel.
- g. ☒ All exposed nuts or bolts shall be stainless-steel.
- h. ☒ All metal surfaces exposed to the sewage, other than stainless steel or brass, shall be protected by a factory applied spray coating of a polyester resin paint finish on the exterior of the pump.
- i. ☒ Sealing design shall incorporate metal-to-metal contact between machined surfaces.
- j. ☒ Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile rubber O-rings.

3.2 Motor:

- a. ☒ Unit shall be provided with an integral motor cooling system.
- b. ☒ The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber.
- c. ☒ The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F).
- d. ☒ The stator shall be insulated by the trickle impregnation method using Class H monomer free polyester resin resulting in a winding fill factor of at least 95%.
- e. ☒ The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31.
- f. ☒ The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable.
- g. ☒ The motor shall be designed for continuous duty while handling pumped media of up to 104°F.
- h. ☒ The motor shall be capable of no less than 30 evenly spaced starts per hour.
- i. ☒ The rotor bars and short circuit rings shall be made of aluminum.
- j. ☒ The rotor bars and short circuit rings shall be made of aluminum.
- k. ☒ Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel.
- l. ☒ The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not

- acceptable.
- m. ☒ The motor and the pump shall be produced by the same manufacturer.
 - n. ☒ The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15.
 - o. ☒ The motor shall have a voltage tolerance of +/- 10%.
 - p. ☒ The motor shall be designed for continuous operation in up to a 40°C ambient and shall have a NEMA Class B maximum operating temperature rise of 80°C.
 - q. ☒ A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.
 - r. ☒ Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out.
 - s. ☒ The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

3.3 Volute / Suction Cover

- a. ☒ The pump volute shall be a single piece grey cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller.
- b. ☒ Minimum inlet and discharge size shall be as specified.
- c. ☒ The volute shall have a replaceable suction cover insert ring in which are cast spiral-shaped, sharp-edged groove(s).
- d. ☒ The spiral groove(s) shall provide trash release pathways and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed.
- e. ☒ The insert ring shall be cast of at least 25% chrome cast iron and provide effective sealing between the multi-vane semi-open impeller and the volute housing.

3.4 Protection

- a. ☒ The motor shall be protected by three bi-metal Thermal switches for thermal control of the stator.
- b. ☒ There shall be one float switch in leakage chamber to monitor leakage in the leakage chamber.
- c. ☒ There shall be one float switch in the terminal connection housing to monitor any leakage thru the cables and the cable entries.

3.5 Warranty

- a. ☒ Warranty shall begin at the time the pump is installed.
- b. ☒ Pump shall be provided with prorated a 60-month (5 year) warranty against defects in materials and or workmanship.
- c. ☒ The warranty shall be the latest revision in printed form and previously published as the manufacturer's standard warranty for all similar manufactured units.
- d. ☒ A certificate shall be provided to the City of Fayetteville with the local contact information and effective start-up date.

Bid 24-26, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, February 6, 2024

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 24-26, Noland IPS Pump

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

- QUANTITY UPDATE:
 - The number of pumps being requested with this bid is increased to two (2) total pumps. The pumps shall be identical. The Line Item has been updated to reflect the additional quantity.



**JACK TYLER
ENGINEERING
INCORPORATED**

Monday, February 26, 2024

TO: City of Fayetteville

SUBJECT: Noland IPS Budget Quote

QUOTATION: 022624KCA – Noland IPS

Jack Tyler Engineering, Inc. is pleased to offer the following items for your inclusion in the above referenced project. If you wish for us to supply any items not listed below, please inform us as soon as possible. Please continue reading below for our detailed scope of supply. We look forward to working with you.

SECTION 1 – Pump Station Equipment

Qty	Description
2	Flygt 3301 Pump, NT626-12" Discharge 70HP, 460V, 3Ph
2	MiniCAS Relay with Socket
2	Inlet Elbow DN350x16" ANSI CI
2	NT Vertical Dry Installation Stand
1	Freight

DELIVERY: 16 - 18 Weeks, After Approved Submittals

PACKAGE PRICE: \$200,053.30

APPLICABLE TAXES ARE NOT INCLUDED IN QUOTED PRICE

Respectfully Submitted,

Kammi Conway
Applications Engineer, Municipal Aftermarket
Jack Tyler Engineering, Inc.

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave, Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com



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ENGINEERING
INCORPORATED**

Monday, February 26, 2024

TO: City of Fayetteville

SUBJECT: Noland IPS Budget Quote

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JACK TYLER ENGINEERING, INCORPORATED

6301 S. UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to

Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

RETURNS/REFUNDS: Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

******* A \$50.00 minimum order charge will apply *******

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 24-27 Environmental Technical Sales – Noland Aeration Drain Pump**

RECOMMENDATION:

Staff recommends awarding Bid 24-27 and authorizing the purchase of a drain pump for the aeration basin at the Noland Water Resource Recovery Facility from Environmental Technical Sales, Inc. in the amount of \$37,755.00 plus applicable taxes and freight charges.

BACKGROUND:

The Noland Water Resource Recovery Facility (WRRF) has one single drain pump for the aeration basin. It is part of the original treatment plant and has been out of operation for a few years. Staff have used portable pumps when needed, but the original aeration basin pump needs to be replaced so that there is a permanent pumping capability for the aeration basin.

DISCUSSION:

The City solicited formal bids for this replacement pump per Bid 24-27, and Environmental Technical Sales, Inc. was the lowest bidder that met all the specifications and requirements. Staff recommends awarding Bid 24-27 and authorizing the purchase of a drain pump for the Noland aeration basin from Environmental Technical Sales, Inc. in the amount of \$37,755.00 plus applicable taxes and freight charges. This purchase will replace the original drain pump for the aeration basin, so operations staff don't have to use portable pumps. Freight is estimated at \$1,000.00, and taxes are estimated at \$3,778.61 for a total estimated cost of \$42,533.61.

BUDGET/STAFF IMPACT:

Funds are available in the WWTP Plant Pumps and Equipment account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Bid 24-27, Bid Tab - Final (#4), Bid 24-27, Submittal - Environmental Technical Sales - E (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1798

Bid 24-27 Environmental Technical Sales – Noland Aeration Drain Pump

A RESOLUTION TO AWARD BID #24-27 AND AUTHORIZE THE PURCHASE OF A DRAIN PUMP FROM ENVIRONMENTAL TECHNICAL SALES, INC. IN THE AMOUNT OF \$37,755.00, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #24-27 and authorizes the purchase of a drain pump from Environmental Technical Sales, Inc. in the amount of \$37,755.00 plus any applicable taxes and freight charges, for use at the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2024-1798

Item ID

3/19/2024

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

Tim Nyander

3/1/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 24-27 and authorizing the purchase of a drain pump for the aeration basin at the Noland Water Resource Recovery Facility from Environmental Technical Sales, Inc. in the amount of \$37,755.00 plus applicable taxes and freight charges.

Budget Impact:

5400.730.5800-5801.00

Water & Sewer

Account Number

Fund

02069.1

WWTP Plant Pumps and Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,622,210.00

Expenses (Actual+Encum)

\$ 391,150.49

Available Budget

\$ 1,231,059.51

Does item have a direct cost? Yes

Item Cost

\$ 42,533.61

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,188,525.90

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 \$3,778.61 for a total estimated cost of \$42,533.61.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-27, Aeration Basin Drain Pump

DEADLINE: Tuesday, February 27, 2024 at 2:00 PM

				Environmental Technical Sales	JACK TYLER ENGINEERING INC
				TOTAL	
				\$37,755.00	\$48,350.65
Line #	Description	QTY	UOM	Unit	Unit
1	Single Stage Horizontal Grit Pump	1	EA	\$37,755.00	\$48,350.65

 2/27/24
Kenny Fitch, Purchasing Agent

 2/27/24
Amanda Beilfuss, Sr. Purchasing Agent



Bid 24-27 Addendum 1

Environmental Technical Sales

Environmental Technical Sales, Inc.

Supplier Response

Event Information

Number: Bid 24-27 Addendum 1
Title: Aeration Basin Drain Pump
Type: Invitation to Bid
Issue Date: 2/4/2024
Deadline: 2/27/2024 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of one (1) horizontal grit pump. This bid is for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville 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

Environmental Technical Sales Information

Contact: Melissa Clouatre
Address: 7731 Office Park Blvd.
Baton Rouge, LA 70809
Phone: (225) 295-1200
Email: mclouatre@etec-sales.com
Web Address: www.etec-sales.com

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

Chad Cooley

Signature

Submitted at 2/27/2024 12:33:28 PM (CT)

ccooley@etec-sales.com

Email

Requested Attachments

Bid 24-27, Bid Form and Signature Pages

ETEC_Bid HaywardGordonPump
2-27-24.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Bid Attributes

1 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

2 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

3 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 Single Stage Horizontal Grit Pump

Quantity: 1 UOM: EA Price: \$37,755.00 Total: \$37,755.00

Supplier Notes: Hayward Gordon Pump

Response Total: \$37,755.00

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

*NAME OF FIRM: ETEC Services, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name ETEC

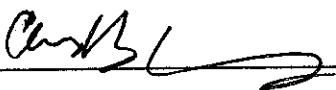
*BUSINESS ADDRESS: 7731 Office Park Blvd

*CITY: Baton Rouge *STATE: LA *ZIP: 70809

*PHONE: (225) 295-1200 FAX: (225) 295-1800

*E-MAIL: ccooley@etec-sales.com, mclouatre@etec-sales.com

*BY: (PRINTED NAME) Chad Cooley

*AUTHORIZED SIGNATURE: 

*TITLE: Vice President

UNIQUE ENTITY NUMBER: WY9NJWEP4HU5 CAGE NUMBER: 1MLS9

*TAX ID NUMBER: 72-1306563

Acknowledge Addendums:

Addendum No. 1 Dated: 2-6-24 Acknowledged by: Melissa Clouatre

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

**ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATIONS" 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 It is the intent of the following specifications to describe a single stage horizontal grit pump.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.5 A list containing a minimum of three (3) users/references shall accompany this bid to qualify as a responsible bidder. Listing shall contain company, primary contact name, e-mail, phone number, and date of purchase. Users/references shall have had similar equipment purchased within the past five (5) years.

2. MANUFACTURER/MODEL –

- a. ☒ The pump shall be equipped with a 25HP electric motor, connected for operation on 460 volts, 3 phase, 60 hertz. The power cable shall be sized according to NEC and ICEA standards and meet with P-MSHA approval.
- b. ☒ Pump frame size shall be 324T with a 1200 RPM premium efficiency TEFC horizontal motor.

3. TECHNICAL SPECIFICATIONS –

- a. ☒ Pump shall be capable of delivering 1800 GPM at 32.1 FT TDH.
- b. ☒ Maximum RPM shall not exceed 1800.
- c. ☒ Pump shall be designed to be permanently connected to inlet and outlet pipes.
- d. ☒ Pump shall have an inspection cover.
- e. ☒ The wet end of the pump shall be constructed of cast iron.
- f. ☒ The bearing frame shall be constructed of cast iron.

4. WARRANTY –

- a. ☒ Warranty shall begin at the time the pump is installed.
- b. ☒ Pump shall be provided with prorated a 60-month (5 year) warranty against defects in materials and or workmanship.
- c. ☒ The warranty shall be the latest revision in printed form and previously published as the manufacturer's standard warranty for all similar manufactured units.
- d. ☒ A certificate shall be provided to the City of Fayetteville with the local contact information and effective start-up date.

QUOTATION FOR HAYWARD GORDON SOLIDS HANDLING PUMPS

Date:	2/22/2024	Project Reference:	City of Fayetteville, AR WWTP
Quotation No.:	Q4-79483Bid-2 Rev. 0	Equipment Reference:	

Customer:	Environmental Technical Sales Inc. 7731 Office Park Blvd. Baton Rouge LA US 70809	Delivery:	20-24 weeks
		Incoterms:	EXW
		Freight:	PREPAID
		Terms of Payment:	0 {Net 30 Days}
		Taxes:	Not Included
		Price Validity	60 days
		Currency:	US \$
		Salesperson:	Dave Miller
Attention:	Todd Rigby	Submitted By:	SYSTEM

PRODUCT:

QTY	MODEL	UNIT SELL PRICE	LOT SELL PRICE
1	HAYWARD GORDON XCS10C SCREW CENTRIFUGAL PUMP		

CONSTRUCTION DETAILS:

Wet End:	Casing: ASTM A48 CL30 Cast Iron / Impeller & Suction Liner: ASTM A532 High Chrome Iron
Seal:	Chesterton S10 Single Cartridge Seal (TC/SC) - Clean Water Flush Required
Ports/Flanges:	10" suction x 10" discharge - 125#RF
Motor Details:	25HP, 1200RPM, 230/460V/3/60, 324T, TEFC Inverter Duty Rated
Drive:	Fixed Speed V-Belt
Guard:	OSHA - V-Belt Guard
Base/Coverplate:	Steel Baseplate with Z-Belt Overhead Motor Mounting
Pump Setting:	Horizontal

APPLICATION DETAILS:

Fluid:	Drain water	Impeller Diameter:	Full	Solids:	
Capacity:	1800 GPM	Viscosity:	Waterlike	NPSHR:	Flooded
Head:	32.1 ft	Temperature:	Ambient		
Pump RPM:	1012 RPM	Specific Gravity:	1.00		

REMARKS:

Comments and Clarifications to Bid 24-27, Aeration Basin Drain Pump
2.a - Power cable by Others.
3.e - We are supply a high chrome iron impeller and suction liner.

As of the date of this quote and due to the COVID-19 pandemic, the Hayward Gordon Group of companies have taken every precaution to minimize our product delivery schedules to our valued Customers. However due to Federal, State or Provincial mandated restrictions, the Seller may be required to adjust our product delivery lead-times accordingly.

By accepting and issuing a formal purchase order in reference to one of the Hayward Gordon Group of companies 1) Hayward Gordon ULC or 2) Sharpe Mixers, Inc. or 3) Scott Turbon Mixer, Inc. quotes, hereinafter referred to as "Seller", Seller will confirm a ship date of the order based upon the then current environmental impact on the manufacturing schedule.

In the event that due to the COVID-19 pandemic, order fulfilment has to be delayed, Seller will provide notice to you our valued customer. Either Party reserves the right to suspend work on this order, if operations are required to shut down due to the COVID-19 pandemic, for a period of (2)

months or longer, at which point both Seller and Buyer will mutually review and either party may terminate with written notification. Buyer agrees to pay Seller for the value of the "unpaid" work performed by Seller, at the date of the termination.

GENERAL COMMENTS:

1. Price validity is based on receipt of complete approval and release for production no more than eight weeks after drawings have been submitted by Hayward Gordon ULC.
2. Hayward Gordon ULC's standard Terms and Conditions of Sale apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
3. All start-up and instructional services not included unless specifically noted otherwise in this proposal.
4. All starters and control equipment are not within Hayward Gordon ULC's scope of supply and are to be supplied by others unless specifically noted otherwise in this proposal.
5. This proposal does not include installation, wiring, field painting or any other items except as specifically described above.

Company:
Name:
Date: 02/23/2024



Pump:

Size: XCS10C
Type: XCS ScrewCentrifugal
Synch Speed: Adjustable
Dia: 14 in
Curve: 005-10657

Dimensions:
Suction: 10 in
Discharge: 10 in

Fluid:

Name: Water
SG: 1
Density: 62.4 lb/ft³
Viscosity: 1.1 cP
Temperature: 60 °F

Vapor Pressure: 0.256 psi a
Atm Pressure: 14.7 psi a
Margin Ratio: 1

Pump Limits:

Temperature: --- Sphere Size: 5 in
Wkg Pressure: ---

Motor:

Consult Hayward Gordon to select a motor for this pump.

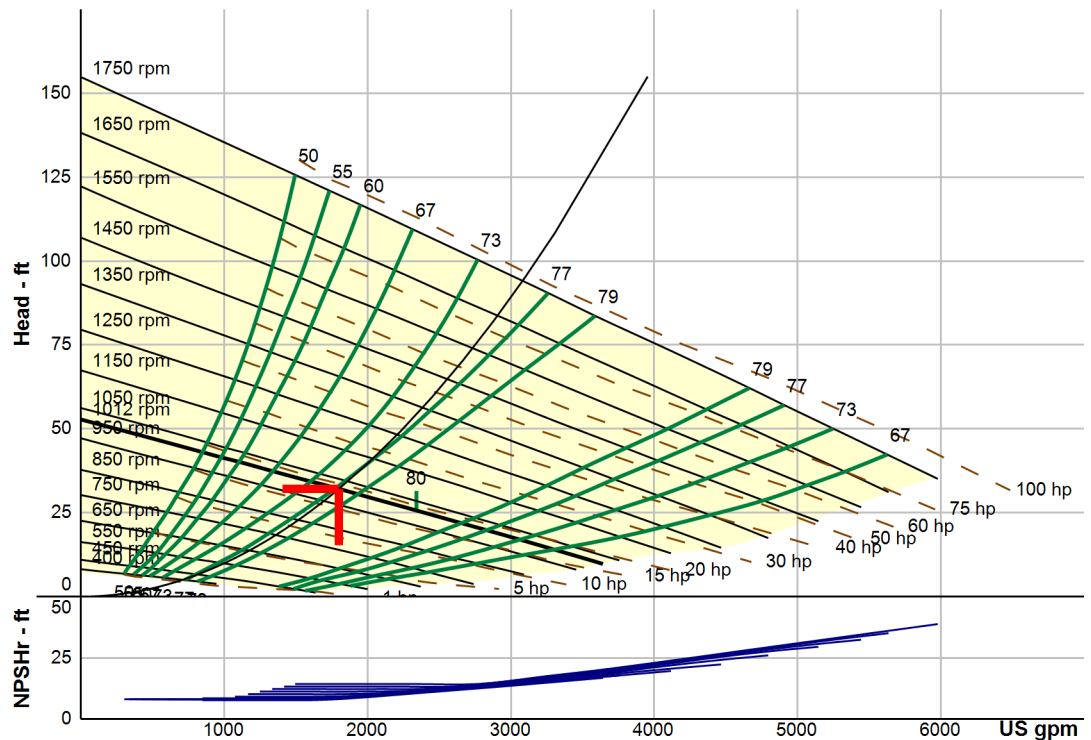
Search Criteria:

Flow: 1800 US gpm Near Miss: ---
Head: 32.1 ft Static Head: 0 ft

Pump Selection Warnings:

None

--- Duty Point ---	
Flow:	1801 US gpm
Head:	32.1 ft
Eff:	77.3%
Power:	18.9 hp
NPSHr:	8.55 ft
Speed:	1012 rpm
--- Design Curve ---	
Shutoff Head:	52.8 ft
Shutoff dP:	22.9 psi
Min Flow:	--- US gpm
BEP:	80% @ 2342 US gpm
NOL Power:	19 hp @ 1603 US gpm
--- Max Curve ---	
Max Power:	96.7 hp @ 3260 US gpm

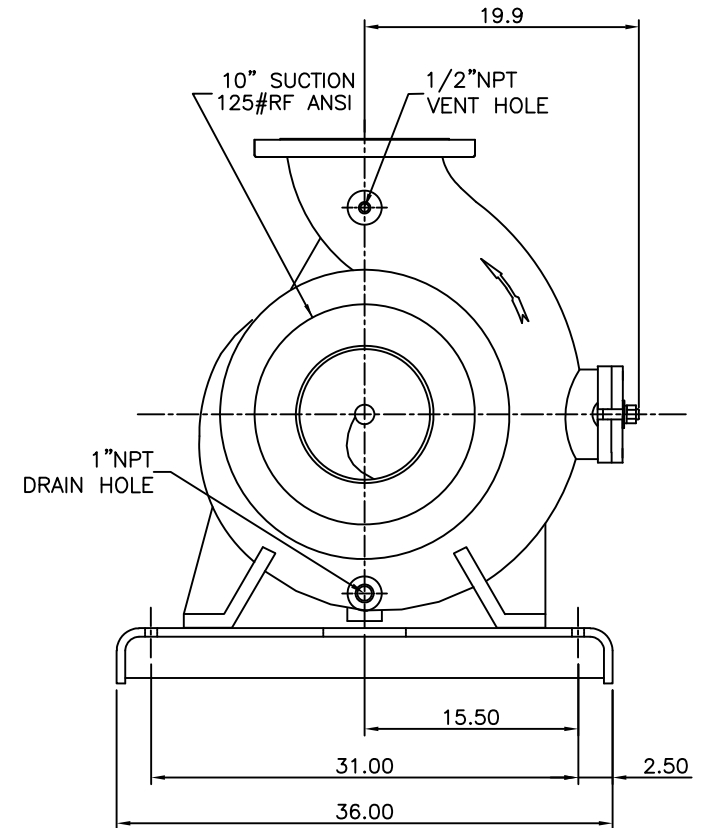
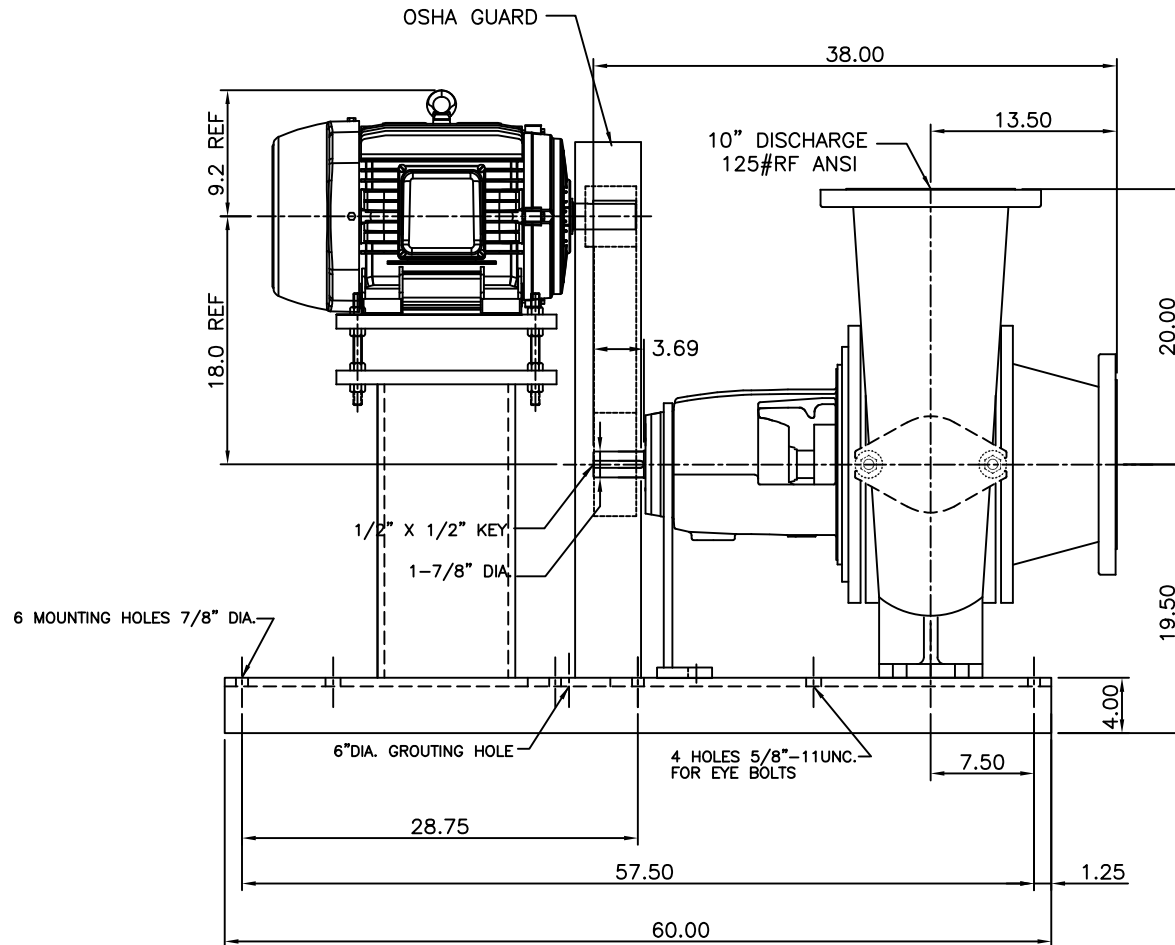


Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
2160	1012	27.8	79.6	18.9	10.1
1800	1012	32.1	77.3	18.9	8.55
1440	1012	36.2	69.3	18.9	8.1
1080	1012	40.4	59.1	18.7	8.1
720	1012	44.5	45.1	18.2	8.1

1. SUCTION AND DISCHARGE FLANGES:
C.I. AND NI-HARD - 125 lbs R.F.
ALLOYS - 150 lbs F.F.
ALL FLANGES MATE WITH STD. ASA FLANGES
2. PUMP ROTATION - C.W. VIEWED FROM
SHAFT END.
3. ALL DIMENSIONS ARE IN INCHES. USE FOR
INSTALLATION ONLY IF CERTIFIED.

FOR REFERENCE ONLY



3			
2			
1			
NO.	DATE	BY	REVISION
 HAYWARD GORDON ULC			
CAD	SCALE	CUST. P.O. NO.	GENERAL ARRANGEMENT
DEC 27/23	DATE	H.G. JOB NO.	
R.P.	DRN.	DWG. NO.	
		343272G	

TERMS AND CONDITIONS OF SALE

FORMATION OF AGREEMENT

These Terms and Conditions of Sale apply to the purchase of Products, Services, or both, by Buyer from Hayward Gordon ULC, (hereinafter referred to as "Seller"), each as identified in Seller's quote. These Terms and Conditions, together with Seller's quote, comprise the entire agreement between the parties (the "Agreement").

Seller's agreement to furnish Product or Services is expressly conditioned on Buyer's agreement to these Terms and Conditions. An order for Products, Services or both, constitutes Buyer's acceptance of these terms and conditions. Seller rejects any terms, conditions, or warranties in Buyer's purchase order or other document or communication that are additional to or differ from those set out in this Agreement, unless set out in writing and signed by Seller's authorized representative.

PRICES

Quotes. Prices in Seller's quote are valid for 30 days from the date of the quote unless otherwise specified in writing.

Currency. Prices are in the currency specified in Seller's quote. If no currency is specified, prices to buyers located in Canada are in Canadian dollars and prices to all other buyers are in US dollars.

Taxes excluded. Prices do not include any Taxes related to the Products or Services supplied under this Agreement, which are the responsibility of Buyer, unless Buyer presents a waiver or an exemption certificate acceptable to Seller.

PAYMENT

Terms. Buyer will pay all invoiced amounts in full, without deduction, back charge or set-off, within 30 days from the date of Seller's invoice. Payment is not contingent on Buyer receiving payment from Buyer's customer.

Payment Method. Buyer is hereby notified that payments by credit card will incur a 2% fee.

Late Payment. If payment is not made when required, Seller may at its option take one or more of the following actions: (i) treat such failure as a repudiation of all or a portion of the order that has not been fully performed and immediately suspend performance, (ii) continue production and make shipment under reservation of title or a security interest, and demand payment against tender of documents of title; (iii) charge interest at the lesser of

1.5% per month and the maximum rate permitted under applicable law, from the due date until paid, plus Seller's reasonable costs of collection; and (iv)

Buyer agrees that Seller may enter the premises where any Products for which Buyer has not paid are located, repossess such Products whatever the mode of their attachment to realty or other property, sell the repossessed Products, apply the proceeds to the overdue payment, and recover any deficiency from Buyer.

DELIVERY, RISK, TITLE

Delivery dates. Delivery dates stated in advance of shipment, including in Seller's quote, are estimates only and are not guaranteed. Seller will not be liable for or penalized as a result of delays in shipment for any cause. Seller reserves the right, upon prior notice to Buyer, to make partial deliveries or partial performance, which may be separately invoiced.

Buyer Delay. If Products cannot be shipped to or received by Buyer when ready because of any cause attributable to Buyer or its other contractors, Seller may store the Products at the sole expense and risk of Buyer; in such case, Seller will invoice Buyer and terms of payment will apply as if delivery had been made on the original delivery date.

Damage/Shortage. Claims for damages or shortages must be made within 5 days after receipt of Products.

CHANGES

Orders accepted by Seller are not subject to change or cancellation by Buyer, except with Seller's written consent. Where Seller authorizes changes (including changes to specifications, and special packaging, tests or inspections in addition to Seller's normal procedures and not set out in Seller's Quote), Seller may charge Buyer reasonable costs of such change.

Seller will make every effort to maintain initial prices throughout the drawing and submittals process. For the avoidance of doubt, in the instance of any change and resubmittal Seller reserves the right to adjust the price in accordance with equity and necessity.

Further, should the Buyer not respond to confirm drawings and submittals in 30 days the initial price quoted may no longer be valid and may be subject to change in accordance with equity and necessity.

INSTALLATION

All Products will be installed by and at the risk and expense of Buyer, unless otherwise specified in Seller's quote or agreed to in writing.

WARRANTY

Warranty. Seller warrants that during the warranty period:

(a) all Products sold by it to Buyer pursuant to the Agreement, when properly stored, installed, used and maintained by Buyer, will in all material respects, conform to the specifications and be free from defects in materials and workmanship under normal usage; and

(b) the Services performed by Seller will be performed in a good and workmanlike manner in accordance with any mutually agreed specifications.

Warranty Period. The warranty period for Products is one year from date of shipment.

Warranty Claims/Seller's Obligations. A claim must be submitted in writing, within 30 days of discovery, within the warranty period, to give rise to Seller's obligations. Seller's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair or replacement by Seller, in the case of the Product warranty, and re-performance by Seller in the case of the Services warranty. Such repair, replacement or re-performance will not extend the warranty period. Seller may require access to complete and accurate records of operation and maintenance during the warranty period, or the return of defective parts, freight prepaid, before a warranty claim is recognized. Third-party components. Products may contain components from third party manufacturers. Seller will use reasonable commercial efforts to extend to Buyer the benefit of any warranty given by the component manufacturer to Seller where the third party manufacturer permits it to do so.

No other warranties.

All other warranties, representations, terms and conditions (express, implied or statutory) as to quality, condition, description, merchantability, fitness for purpose, compliance with sample, or non-infringement (except implied warranty of title) are expressly excluded to the fullest extent permitted by law.

LIMITATION OF LIABILITY

Exclusions. Without limiting the foregoing, Seller will have no liability in respect of:

(i) failure to follow Seller's use restrictions, specifications, recommendations or instructions or any misuse of the Products; (ii) any alteration, modification, repair, or enhancement of the Products by Buyer or any third party without Seller's prior written consent; (iii) any defect in the Product arising from designs, specifications or materials supplied by Buyer; (iv) any shipping, storage or working conditions different than those advised by Buyer after Seller's delivery of Products to Buyer; (v) chemical attack or wear; (vi) normal wear and tear; (vii) accident; (viii) fraud, negligence or wilful misconduct of Buyer or any of its affiliates or representatives; (ix) any Product for which the purchase price has not been paid in full in accordance with the Agreement.

Limitation.

(i) In no event will Seller's liability, in the aggregate, for damages arising out of the use of the Product or Services, or arising under this Agreement, whether in contract, tort (including negligence), or otherwise, to Buyer or any other person exceed the amount paid by Buyer to Seller under the Agreement for the Products or Services to which such claim or damages relates;

(ii) Seller will not be liable for loss of profit or revenues, loss of use of equipment or systems, loss or deferral of production, interruption of business or loss of contract, loss of use, increased operating costs, or claims of Buyer's customers for any of the foregoing, any special, consequential, incidental, indirect, or punitive damages, whether or not foreseeable at the date of Seller starting performance of the Agreement and even if Seller is advised in advance of the possibility of any such loss or damages

INDEMNITY

Each party will indemnify the other party from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the indemnifying party in connection with this Agreement. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense will be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of a Product is considered third party property, and "third party" does not include Buyer or any subsequent owner of the Products, their subsidiaries, parents, affiliates, agents, successors or assigns, including any operation or maintenance contractor, or their insurer.

EXCUSED PERFORMANCE/FORCE MAJEURE

A party will not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism. If such an event occurs, the time for performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event.

COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws and regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements, including, but not limited to, import and export control, anti-bribery and anti-money laundering laws, regulations, codes, or ordinances. In no event shall buyer use, divert, import, export or re-export products and/or technology in violation of such applicable laws and regulations.

Buyer hereby certifies that it will not export, re-export, or transfer all or part(s) of the products to Iran, North Korea and any countries of the sanctioned countries under the laws and regulations applicable to seller.

GOVERNING LAW

Unless otherwise agreed to in writing, the laws of the jurisdiction from which Seller ships the Product(s) will govern the interpretation and construction of this Agreement, and the Parties agree to submit to the exclusive jurisdiction of the courts of such jurisdiction.

Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Assignment/Subcontracting.

Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates. Seller may subcontract portions of the work to any third party.



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

SUBJECT: **ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish §166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings, as well as establish a program area.**

RECOMMENDATION:

City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code creating § 166.28, Permit-Ready Building Design Program, to provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings, as well as establish a program area.

BACKGROUND:

The City of Fayetteville's comprehensive plan, City Plan 2040, lists twenty-five short term benchmarks to be completed by 2025. Among those benchmarks is "Create pre-approved building types for identified neighborhoods." Four of the plan's six goals are related to this benchmark:

1. We will make appropriate infill and revitalization our highest priority
2. We will discourage suburban sprawl
3. We will make compact, complete, and connected development the standard
6. We will create opportunities for attainable housing

Part of the design process is to meet the city's zoning, development, and building code standards, producing plan sets that have been reviewed through city staff before they are finalized. The designs can also be tailored to fit housing needs for neighborhoods, and remove or reduce design costs for infill projects, thereby reducing the overall project costs and permit review timelines. This cost and time reduction provide an incentive to use the neighborhood-sensitive designs and can potentially provide more attractive solutions for housing density, whether the need is for accessory dwellings for existing homes or for a triplex that more closely resembles a single-family home.

A contract for consulting services for the creation of such a program was approved by the Fayetteville City Council on October 4, 2022. The project study area included the Downtown Master Plan area and the Walker Park Neighborhood Plan area as they are two neighborhoods that have experienced an increase in infill development in recent years, and the program's building designs are focused on compatibility with existing

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

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neighborhoods. Several recommended guiding standards have been developed by city staff and the project consultant in coordination with assessments of development patterns in the project area and in response to input from focus groups and an evaluation of residential building permit requirements. A set of development standards specific to the use of the Permit-Ready Building Design Program are being recommended with the attached ordinance proposal. The attached map exhibit shows the proposed program area within which the program's buildings would be available for use. The program area boundaries will be used for program administration and coordination with the program vendor and to guide development review and building permit application review, as well as for potential applicants to be able to confirm a property location for their selected building plan set and permit application.

Additional adjustments to zoning standards in the program area have been considered by the project team based on project study area analysis that has shown the potential for reductions in housing costs. Land use policies that allow more homes per lot, reduce parking requirements, increase buildable area, allow for alternative lot configurations, and allow smaller lots have the potential to increase housing supply while reducing overall per unit costs. A preliminary assessment of these land use policy changes was presented to the Planning Commission at the January 18, 2024 Long Range Planning Committee meeting and further discussions on the topic are planned for future meetings.

DISCUSSION:

The purpose of this amendment is to establish a new section under the Unified Development Code (UDC) Chapter 166 – Development for development standards specific to the City's Permit-Ready Building Design Program. Development standards are not a zoning entitlement, rather they are the standards for development that may be specific to a development type or a component of development. In this case the proposed development standards address aspects such as variation in the building designs used across adjacent lots, street-facing orientation, screening of trash and recycling containers, stormwater management, parking standards, driveways, and sidewalk construction. While most of the proposed development standards align with existing requirements in the Unified Development Code or provide additional standards for site design as the use of the program is voluntary, some are meant to provide additional flexibility. The proposed parking standards are an example of increased flexibility specific to the use of the program.

The proposed section 166.28(D)(2) would require only one parking space per dwelling unit. Properties developed with a single unit would require only one parking space, while a property developed with two units, either as a duplex or as a single-family house with an accessory dwelling unit, would require only two spaces. Currently the UDC requires two parking spaces per dwelling unit for single-family, duplex, and triplex residential, while multi-family or townhouse residential requires one parking space per bedroom. Additionally, parking lots with 5-13 spaces would be exempt from parking lot construction and parking lot design standards if the parking lots are for buildings in the program.

Sidewalk construction has been identified as a challenge in the residential building permit process as the timing of sidewalk construction, sidewalk location, and other factors for required sidewalk construction related to small scale residential buildings have resulted in project delays. The program development standards propose to address this by creating a sidewalk fee-in-lieu option that does not require a special approval to waive construction. The fee amount would be set based on annual bids and the City's use of the funds and is proposed to not have an expiration. The fee-in-lieu funds would be spent to complete sidewalks as determined by the City Engineer.

The Planning Commission considered the item at the January 22, 2022 meeting. One public comment in favor was received by staff prior to the meeting, but no additional comments were received in the meeting. Commissioners asked questions relating to other programs of this type nationally, what information is anticipated to be included in the plan sets, whether the development standards could be expanded to all

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projects in the program area or city wide, and how some technical requirements such as stormwater management will be addressed. Staff requested that the item be tabled to the February 12 meeting for additional time to respond to questions and the Commissioners tabled the item with a 7-2-0 vote in favor.

The Planning Commission considered the item again at the February 12, 2024 meeting. Staff received an inquiry prior to the meeting with comments supporting a reduction in parking requirements. An additional public comment was made during the meeting expressing concern about the buildings being designed to account for fire suppression and fire separation requirements. Commissioners asked clarifying questions about the sidewalk fee-in-lieu, preferring it be spent in the program area, and there was some discussion with the City Attorney about impact fee requirements and whether the proposed fee-in-lieu would be considered an impact fee as the program is voluntary, as is the fee-in-lie payment for sidewalks since builders retain the ability to construct sidewalk where required. Commissioner Sparkman made a motion to forward the item to City Council. Commissioner Brink provided a second to the motion. Commissioners voted 9-0-0 in favor of forwarding the item as proposed to the City Council for their consideration.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A - Proposed Ordinance (#4), Exhibit B - Program Area Map (#5), Planning Commission Staff Report (#6), Permit Ready Design Building Additional Info (#7)

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113 W. Mountain Street
Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1741

ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish §166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings, as well as establish a program area.

AN ORDINANCE TO ENACT §166.28 PERMIT-READY BUILDING DESIGN PROGRAM TO PROVIDE FOR THE ESTABLISHMENT OF A PERMIT-READY BUILDING DESIGN PROGRAM AND ASSOCIATED DEVELOPMENT REQUIREMENTS SPECIFIC TO THE PROGRAM'S RESIDENTIAL BUILDINGS, AND TO ESTABLISH AN INITIAL PROGRAM AREA

WHEREAS, City Plan 2040 lists twenty-five short term benchmarks to be completed by 2025, including "Create pre-approved building types for identified neighborhoods."; and

WHEREAS, four of City Plan 2040's six goals are related to this benchmark:

1. We will make appropriate infill and revitalization our highest priority; and
2. We will discourage suburban sprawl; and
3. We will make compact, complete, and connected development the standard; and
4. We will create opportunities for attainable housing; and

WHEREAS, City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code creating § 166.28 **Permit-Ready Building Design Program**.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 166.28 **Permit-Ready Building Design Program** to provide for the establishment of permit-ready building design program and associated development requirements as shown in Exhibit A.

Section 2: That the City Council of the City of Fayetteville, Arkansas, hereby establishes an initial permit-ready building design program area as shown in Exhibit B attached hereto and made a part hereof.

City of Fayetteville Staff Review Form

2024-1741

Item ID

3/5/2024

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

Britin Bostick

2/16/2024

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish §166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings.

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 # 236-22

Change Order Number:

Approval Date: 10/4/2022

Original Contract Number:

Comments:

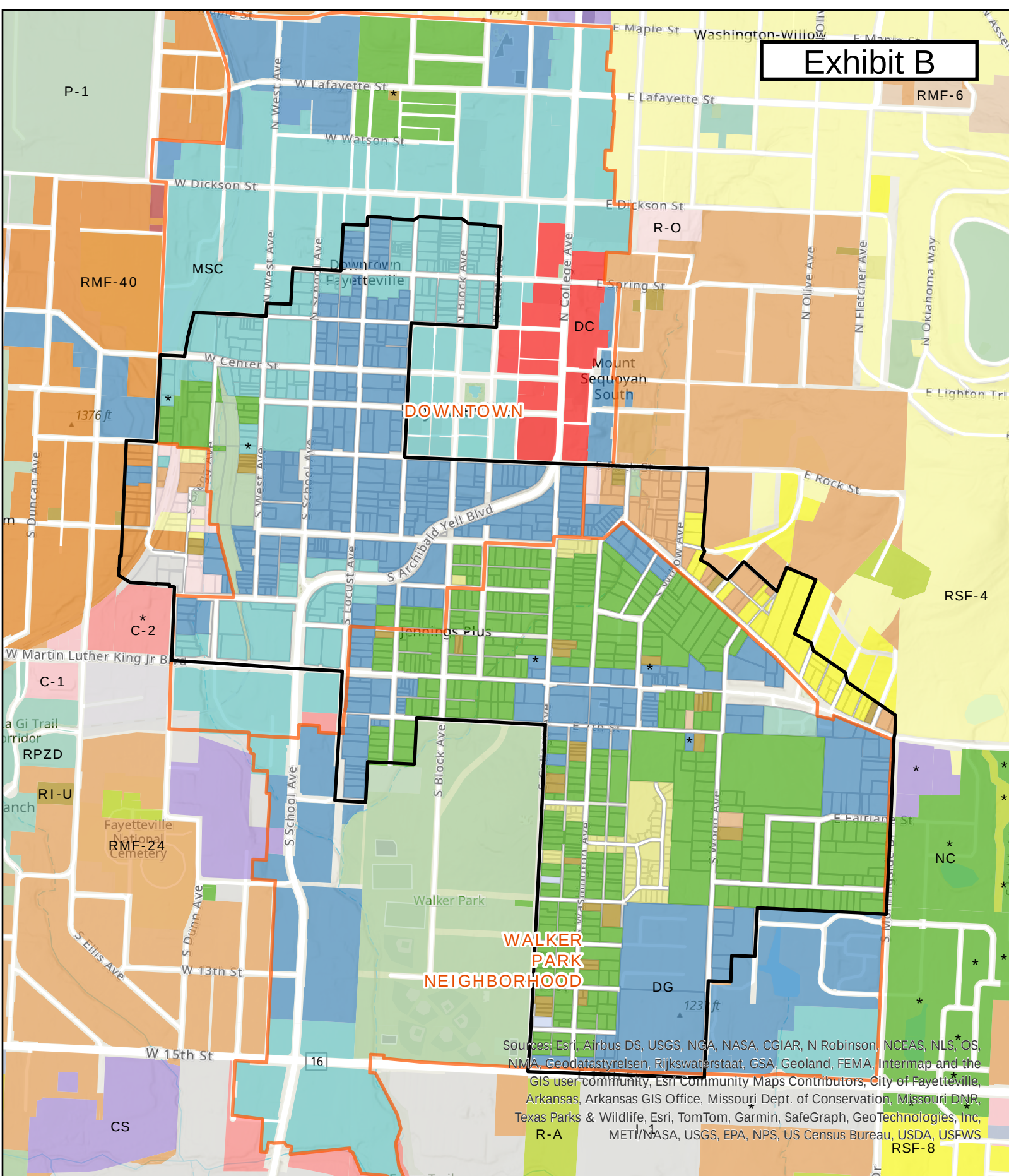
EXHIBIT A

166.28 Permit-Ready Building Design Program

- (A) *Purpose.* The purpose of this section is to encourage new buildings that are compatible with the existing development pattern of the neighborhood in scale, height and building placement. The program provides permit-ready building designs for infill construction and site redevelopment that are meant to fit the context of the existing building scale, styles and materials in the neighborhood.
- (B) *Applicability.* The Permit-Ready Building Design Program applies to lots or parcels of land on which the Permit-Ready Building Design Program is utilized.
- (C) *General Requirements.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Variability.* Any contiguous set of three or more lots or parcels with program buildings shall include at least two distinct variations in building façade design.
 - (2) *Street-facing Orientation.* All buildings which are adjacent to the street shall be oriented such that their primary facade as designated on the architectural plan set, or a secondary facade if also noted, faces the public street. Buildings which do not have a primary facade indicated on their architectural plans shall not be the primary, street-facing structure abutting a public street.
 - (3) *Solid Waste and Recycling Containers.* All waste and recycling containers must be screened from view from public right of way except on designated days of service. Screening fences shall be opaque and constructed of wood fence, fiber cement, masonry, or a combination thereof, or may be dense shrubbery having year-round foliage within two years of date of planting.
 - (4) *Stormwater.* Where required, stormwater infiltration systems shall comply with the pre-approved stormwater facilities available from the Engineering Division. Where feasible stormwater facilities shall be located parallel and adjacent to any edge of the property.
- (D) *Parking and Driveways.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Parking Areas.* Site plans shall show required off-street parking spaces located to the rear or side of a principal dwelling, in a garage, or in a carport.
 - (2) *Number of Spaces.* One parking space per dwelling unit shall be required. Projects shall not utilize reductions for residential use. Up to two parking spaces per dwelling unit is permitted. Any increase or reduction to the number of spaces permitted shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.
 - (3) *Parking Lot Standards.* Parking lots or parking areas containing between 5 and 13 spaces are exempt from Parking Lot Construction Standards and Parking Lot Design Standards unless the parking lot is located within a build-to zone.
 - (4) *Tandem Lots.* Parking for dwelling units on tandem lots shall not be considered off-site parking if the parking spaces are located on the parent lot or another tandem lot related to the parent lot.
 - (5) *Driveway Width.* The minimum driveway width is 8'.
 - (6) *Shared Driveways.* Shared driveways must be utilized to access parking areas for attached townhouse dwellings. Individual driveways from the primary street frontage are not permitted.
- (E) *Sidewalks.* Project sites with existing sidewalks which are not in need of repair or major relocation are encouraged to use fees in lieu of reconstruction and/or relocation.

-
- (1) *Applicability.* The provisions of this section shall only apply to the following property:
- (i) If a sidewalk does not exist, a new sidewalk must be constructed, or sidewalk fee-in-lieu must be paid. The fee-in-lieu option shall not require a waiver by the City Engineer.
 - (ii) Projects must bring existing sidewalks into good condition. Cracks with an offset greater than 0.5" must be ground flat and sidewalk segments with extensive spalling must be replaced.
 - (iii) If an existing sidewalk is required to be relocated, the fee-in-lieu option is preferred in lieu of construction. The building location shall accommodate the future sidewalk construction.
 - (iv) If an existing sidewalk is substandard, the fee-in-lieu option is preferred for sidewalk replacement.
- (2) *Sidewalk Fee-In-Lieu for Permit-Ready Building Program.*
- (i) Fees will be set by the City Engineer on a per-square-foot basis and will be determined annually by conducting a bid for contracted construction and use the average cost per square foot of the accepted contract.
 - (ii) Contribution in lieu of construction of sidewalks shall be paid, or construction of the sidewalks shall be completed before issuance of a certificate of occupancy.
 - (iii) Contributions do not have an expiration on the expenditure of funds.
 - (iv) The contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.

Exhibit B



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NOAA, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps 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

Proposed Permit-Ready Building Design Program Area 02.12.2024

Legend

Master Plan Area

Complete Neighborhood Plan

Proposed PRB Area
Proposed PRB Area
Parcels



TO: Fayetteville Planning Commission

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

MEETING DATE: February 12, 2024 **Updated with results from 2/12/24 PC meeting**

SUBJECT: **ADM-2023-0052: Administrative Item (Amend UDC Chapter 166 - Development):** Submitted by CITY OF FAYETTEVILLE STAFF. The request is to establish §166.28 – Permit-Ready Building Design Program. The proposed code change would provide for the establishment of a Permit-Ready Building Design Program and associated development requirements specific to the program's residential buildings.

RECOMMENDATION:

Staff recommends forwarding **ADM-2023-0052** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

"I move to forward **ADM-2023-0052** to the City Council with a recommendation of approval."

JANUARY 22, 2024 PLANNING COMMISSION HEARING:

Long Range Planning staff presented a proposal for development standards specific to the program buildings and related site development. Commissioners asked questions relating to other programs of this type nationally, what information is anticipated to be included in the plan sets, whether the development standards could be expanded to all projects in the program area or city wide, and how some technical requirements such as stormwater management will be addressed. Staff requested that the item be tabled to the February 12 meeting for additional time to respond to questions and the Commissioners tabled the item with a 7-2-0 vote in favor.

BACKGROUND:

The City of Fayetteville's comprehensive plan, City Plan 2040, lists twenty-five short term benchmarks to be completed by 2025. Among those benchmarks is "Create pre-approved building types for identified neighborhoods." Four of the plan's six goals are related to this benchmark:

1. We will make appropriate infill and revitalization our highest priority
2. We will discourage suburban sprawl
3. We will make compact, complete, and connected development the standard
6. We will create opportunities for attainable housing

Part of the design process is to meet the city's zoning, development, and building code standards, producing plan sets that have been reviewed through city staff before they are finalized. The designs can also be tailored to fit housing needs for neighborhoods, and remove or reduce design costs for infill projects, thereby reducing the overall project costs and permit review timelines. This cost and time reduction provide an incentive to use the neighborhood-sensitive designs and can

potentially provide more attractive solutions for housing density, whether the need is for accessory dwellings for existing homes or for a triplex that more closely resembles a single-family home.

A contract for consulting services for the creation of such a program was approved by the Fayetteville City Council on October 4, 2022. The project study area included the Downtown Master Plan area and the Walker Park Neighborhood Plan area as they are two neighborhoods that have experienced an increase in infill development in recent years, and the program's building designs are focused on compatibility with existing neighborhoods. Several recommended guiding standards have been developed by city staff and the project consultant in coordination with assessments of development patterns in the project area and in response to input from focus groups and an evaluation of residential building permit requirements. A set of development standards specific to the use of the Permit-Ready Building Design Program are being recommended with the attached ordinance proposal. The attached map exhibit shows the proposed program area within which the program's buildings would be available for use. The program area boundaries will be used for program administration and coordination with the program vendor and to guide development review and building permit application review, as well as for potential applicants to be able to confirm a property location for their selected building plan set and permit application.

DISCUSSION:

The purpose of this amendment is to establish a new section under the Unified Development Code (UDC) Chapter 166 – Development for development standards specific to the City's Permit-Ready Building Design Program. Development standards are not a zoning entitlement, rather they are the standards for development that may be specific to a development type or a component of development. In this case the proposed development standards address aspects such as variation in the building designs used across adjacent lots, street-facing orientation, screening of trash and recycling containers, stormwater management, parking standards, driveways, and sidewalk construction. While most of the proposed development standards align with existing requirements in the Unified Development Code or provide additional standards for site design as the use of the program is voluntary, some are meant to provide additional flexibility. The proposed parking standards are an example of increased flexibility specific to the use of the program.

The proposed section 166.28(D)(2) would require only one parking space per dwelling unit. Properties developed with a single unit would require only one parking space, while a property developed with two units, either as a duplex or as a single-family house with an accessory dwelling unit, would require only two spaces. Currently the UDC requires two parking spaces per dwelling unit for single-family, duplex, and triplex residential, while multi-family or townhouse residential requires one parking space per bedroom. Additionally, parking lots with 5-13 spaces would be exempt from parking lot construction and parking lot design standards if the parking lots are for buildings in the program.

Sidewalk construction has been identified as a challenge in the residential building permit process as the timing of sidewalk construction, sidewalk location, and other factors for required sidewalk construction related to small scale residential buildings have resulted in project delays. The program development standards propose to address this by creating a sidewalk fee-in-lieu option that does not require a special approval to waive construction. The fee amount would be set based on annual bids and the City's use of the funds would not have an expiration. The fee-in-lieu funds would be spent to complete sidewalks as determined by the City Engineer.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: February 12, 2024	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Sparkman	With a recommendation of approval				
Second: Brink					
Vote: 9-0-0					

BUDGET/STAFF IMPACT:

None

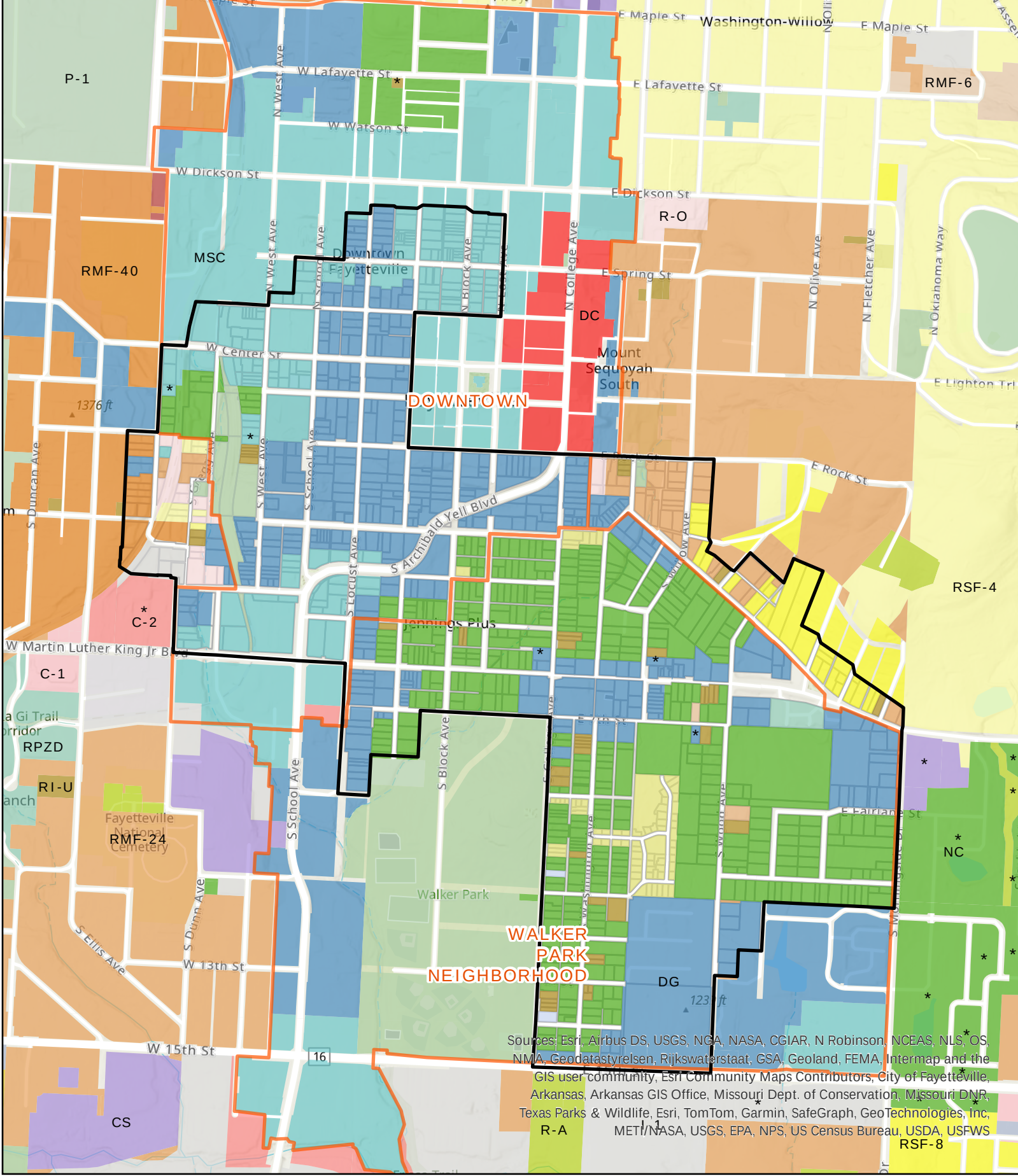
Attachments:

- Proposed Ordinance, Clean
 - §166.28
- Program Area Exhibit Map
- Fire Department Memo

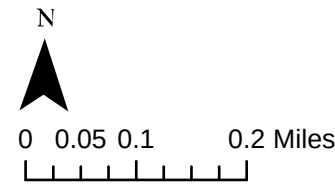
166.28 Permit-Ready Building Design Program

- (A) *Purpose.* The purpose of this section is to encourage new buildings that are compatible with the existing development pattern of the neighborhood in scale, height and building placement. The program provides permit-ready building designs for infill construction and site redevelopment that are meant to fit the context of the existing building scale, styles and materials in the neighborhood.
- (B) *Applicability.* The Permit-Ready Building Design Program applies to lots or parcels of land on which the Permit-Ready Building Design Program is utilized.
- (C) *General Requirements.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Variability.* Any contiguous set of three or more lots or parcels with program buildings shall include at least two distinct variations in building façade design.
 - (2) *Street-facing Orientation.* All buildings which are adjacent to the street shall be oriented such that their primary facade as designated on the architectural plan set, or a secondary facade if also noted, faces the public street. Buildings which do not have a primary facade indicated on their architectural plans shall not be the primary, street-facing structure abutting a public street.
 - (3) *Solid Waste and Recycling Containers.* All waste and recycling containers must be screened from view from public right of way except on designated days of service. Screening fences shall be opaque and constructed of wood fence, fiber cement, masonry, or a combination thereof, or may be dense shrubbery having year-round foliage within two years of date of planting.
 - (4) *Stormwater.* Where required, stormwater infiltration systems shall comply with the pre-approved stormwater facilities available from the Engineering Division. Where feasible stormwater facilities shall be located parallel and adjacent to any edge of the property.
- (D) *Parking and Driveways.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Parking Areas.* Site plans shall show required off-street parking spaces located to the rear or side of a principal dwelling, in a garage, or in a carport.
 - (2) *Number of Spaces.* One parking space per dwelling unit shall be required. Projects shall not utilize reductions for residential use. Up to two parking spaces per dwelling unit is permitted. Any increase or reduction to the number of spaces permitted shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.
 - (3) *Parking Lot Standards.* Parking lots or parking areas containing between 5 and 13 spaces are exempt from Parking Lot Construction Standards and Parking Lot Design Standards unless the parking lot is located within a build-to zone.
 - (4) *Tandem Lots.* Parking for dwelling units on tandem lots shall not be considered off-site parking if the parking spaces are located on the parent lot or another tandem lot related to the parent lot.
 - (5) *Driveway Width.* The minimum driveway width is 8'.
 - (6) *Shared Driveways.* Shared driveways must be utilized to access parking areas for attached townhouse dwellings. Individual driveways from the primary street frontage are not permitted.
- (E) *Sidewalks.* Project sites with existing sidewalks which are not in need of repair or major relocation are encouraged to use fees in lieu of reconstruction and/or relocation.

-
- (1) *Applicability.* The provisions of this section shall only apply to the following property:
- (i) If a sidewalk does not exist, a new sidewalk must be constructed, or sidewalk fee-in-lieu must be paid. The fee-in-lieu option shall not require a waiver by the City Engineer.
 - (ii) Projects must bring existing sidewalks into good condition. Cracks with an offset greater than 0.5" must be ground flat and sidewalk segments with extensive spalling must be replaced.
 - (iii) If an existing sidewalk is required to be relocated, the fee-in-lieu option is preferred in lieu of construction. The building location shall accommodate the future sidewalk construction.
 - (iv) If an existing sidewalk is substandard, the fee-in-lieu option is preferred for sidewalk replacement.
- (2) *Sidewalk Fee-In-Lieu for Permit-Ready Building Program.*
- (i) Fees will be set by the City Engineer on a per-square-foot basis and will be determined annually by conducting a bid for contracted construction and use the average cost per square foot of the accepted contract.
 - (ii) Contribution in lieu of construction of sidewalks shall be paid, or construction of the sidewalks shall be completed before issuance of a certificate of occupancy.
 - (iii) Contributions do not have an expiration on the expenditure of funds.
 - (iv) The contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NOAA, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps 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



Proposed Permit-Ready
Building Design Overlay Area
01.18.2024

Legend

Master Plan Area

Complete Neighborhood Plan

Proposed PRB Area

Proposed PRB Area Parcels



To: Fayetteville Planning Commission

Thru: Britin Bostick, City of Fayetteville Long Range Planner

From: Battalion Chief Jeremy Ashley, Fayetteville Fire Marshals Office

Cc: Fire Chief Brad Hardin

Date: 2/8/2024

RE: Pre-Approved Building Permit Project

During the fall of 2021, the City of Fayetteville issued a request for proposal for a project that would create a pre-approved building permit process for the Downtown and South Fayetteville areas of town. Over the last couple of years this project has been developed by multiple stakeholders to become the project before you.

The program area was developed to be in primarily historic neighborhoods, carefully considering the number of lots available for development in the potential areas. Efforts were made to study the impacts in these areas to include code requirements, density, parking, apparatus access and fit with existing neighborhoods. There were parts of the project, specifically changing the parking requirements, that the Fire Department were concerned with, however the program parameters only allowed for smaller homes and within a very specific area. The Fire Department does not support opening this project outside of the analyzed area that was identified in the original RFP issued by the City. We do support the pre-approved building permit project moving forward within the intended program area.

C.2 Additional Information Received during the City Council Meeting from Britin Bostick on March 5, 24.

166.28 Permit-Ready Building Design Program

- (A) *Purpose.* The purpose of this section is to encourage new buildings that are compatible with the existing development pattern of the neighborhood in scale, height and building placement. The program provides permit-ready building designs for infill construction and site redevelopment that are meant to fit the context of the existing building scale, styles and materials in the neighborhood.
- (B) *Applicability.* The Permit-Ready Building Design Program applies to lots or parcels of land on which the Permit-Ready Building Design Program is utilized.
- (C) *General Requirements.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Variability.* Any contiguous set of three or more lots or parcels with program buildings shall include at least two distinct variations in building façade design.
 - (2) *Street-facing Orientation.* All buildings which are adjacent to the street shall be oriented such that their primary facade as designated on the architectural plan set, or a secondary facade if also noted, faces the public street. Buildings which do not have a primary facade indicated on their architectural plans shall not be the primary, street-facing structure abutting a public street.
 - (3) *Solid Waste and Recycling Containers.* All waste and recycling containers must be screened from view from public right of way except on designated days of service. Screening fences shall be opaque and constructed of wood fence, fiber cement, masonry, or a combination thereof, or may be dense shrubbery having year-round foliage within two years of date of planting.
 - (4) *Stormwater.* Where required, stormwater infiltration systems shall comply with the pre-approved stormwater facilities available from the Engineering Division. Where feasible stormwater facilities shall be located parallel and adjacent to any edge of the property.
- (D) *Parking and Driveways.* The following general requirements are applicable only to residential building projects that use the Permit-Ready Building Design Program and submit building permit applications that utilize one or more of the program's building plan sets.
 - (1) *Parking Areas.* Site plans shall show required off-street parking spaces located to the rear or side of a principal dwelling, in a garage, or in a carport.
 - (2) *Number of Spaces.* One parking space per dwelling unit shall be required. Projects shall not utilize reductions for residential use. Up to two parking spaces per dwelling unit is permitted. Any increase or reduction to the number of spaces permitted shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.
 - (3) *Parking Lot Standards.* Parking lots or parking areas containing between 5 and 13 spaces are exempt from Parking Lot Construction Standards and Parking Lot Design Standards unless the parking lot is located within a build-to zone.
 - (4) *Tandem Lots.* Parking for dwelling units on tandem lots shall not be considered off-site parking if the parking spaces are located on the parent lot or another tandem lot related to the parent lot.
 - (5) *Driveway Width.* The minimum driveway width is 8'.
 - (6) *Shared Driveways.* Shared driveways must be utilized to access parking areas for attached townhouse dwellings. Individual driveways from the primary street frontage are not permitted.
- (E) *Sidewalks.* Project sites with existing sidewalks which are not in need of repair or major relocation are encouraged to use fees in lieu of reconstruction and/or relocation.

-
- (1) *Applicability.* The provisions of this section shall only apply to the following property:
- (i) If a sidewalk does not exist, a new sidewalk must be constructed, or sidewalk fee-in-lieu must be paid. ~~The fee-in-lieu option shall not require a waiver by the City Engineer.~~
 - (ii) Projects must bring existing sidewalks into good condition and into compliance with the Americans with Disabilities Act (ADA). Cracks with an offset greater than 0.5" must be ground flat and sidewalk segments with extensive spalling must be replaced.
 - (iii) If an existing sidewalk is required to be relocated, the fee-in-lieu option is preferred in lieu of construction. The building location shall accommodate the future sidewalk construction.
 - (iv) If an existing sidewalk is substandard, but in compliance with the ADA, the fee-in-lieu option is preferred for sidewalk replacement.
- (2) *Sidewalk Fee-In-Lieu for Permit-Ready Building Program.*
- (i) Fees will be set by the City Engineer ~~on a per square foot basis and will be determined annually by conducting a bid for contracted construction and use the average cost per square foot of the accepted contract in accordance with 171.13.~~
 - (ii) Contribution in lieu of construction of sidewalks shall be paid, or construction of the sidewalks shall be completed before issuance of a certificate of occupancy.
 - ~~(iii) Contributions do not have an expiration on the expenditure of funds.~~
 - ~~(iv) The contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.~~

C.2 Additional Information Received during the City Council Meeting from Britin Bostick on March 5, 24.

171.13 Property Owner To Construct Sidewalk Or Contribute Cost Of Sidewalk

(A) *Requirement.* The owner of any property abutting a public street or highway for which a sidewalk is required by the city's Master Street Plan shall construct a sidewalk in accordance with this chapter, along said street or highway upon the receipt of notice issued at the time a building permit is issued.

- (1) The property owner shall construct the sidewalk in accordance with the specifications provided in the Minimum Street Standards.
- (2) The property owner may request a waiver-variance to §171.13(A)(1) requiring sidewalk construction. The City Engineer shall review the following factors to determine whether or not to grant a-waiver-the variance to allow payment of a fee in lieu of sidewalk construction:
 - (a) Pedestrian traffic generators such as parks and schools in the area.
 - (b) The existence of a sidewalk network in the area.
 - (c) The density of current and future development in the area.
 - (d) The amount of pedestrian traffic likely to be generated by the proposed development.
 - (e) Whether the terrain is such that a sidewalk is physically practical and feasible, and the extent to which trees, ground cover and natural areas would be adversely impacted by the construction of the sidewalk.
 - (f) The overall need for a sidewalk to be constructed on the lot.

(3) A project being constructed pursuant to § 166.28 Permit-Ready Building Design Program shall have the option to pay a fee in lieu of constructing the sidewalk without receiving a variance.

- (34) If the City Engineer grants the waiver-variance to construct a sidewalk, the owner shall have an option to construct the sidewalk, or to contribute money in lieu of construction as set forth below:
- (a) The amount of money in lieu of construction to be dedicated shall be determined based upon the rough proportionality of the impact of the development upon the sidewalk infrastructure needs near the development including consideration of the persons served by the development and approximate pedestrian trip generation rates of the development.
 - (b) Unless the developer presents evidence that the number of persons served by the development and the pedestrian trip generation rates of the development justify a reduced contribution in lieu of the construction of sidewalks, all developments shall make a cash contribution in lieu of the construction of the sidewalk in an amount established by the City Engineer and based on current construction costs, as determined by a yearly bid for construction, Arkansas Department of Transportation published weighted averages, or similar data, at a rate of \$5.00 per square foot of the sidewalk that normally would have been required. The amount per square foot shall be reviewed by the City Council at least every five (5) years.
 - (c) Contribution in lieu of construction of sidewalks shall be paid or construction of the sidewalks shall be completed before receiving final plat approval, or issuance of a certificate of occupancy.
 - (d) Contributions must be expended within one (1) year ~~seven (7) years~~ to build a sidewalk close enough to serve the project being constructed.
 - (e) If the owner voluntarily consents in writing, the contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.
- (45) An owner/builder may appeal the City Engineer's refusal to grant a waiver-variance or the administrator's determination of the amount of contribution in lieu of construction to the Planning Commission pursuant to §155.06(D).

(B) *Application of Provisions.* The provisions of this section shall only apply to the following property:

- (1) *New Structure.* On which a new structure is being built.
- (2) *Existing Residential Structure.* On which an existing residential structure is being modified so as to increase the number of dwelling units located therein or to change the use of the nonresidential use.
- (3) *Parking Lot/Garage.* On which a parking lot, or parking garage having a minimum capacity of five (5) automobiles is constructed.
- (4) *Building Additions.* Additions of 2,500 square feet or larger.
- (5) *Conditional Use.* Any development which requires conditional use approval.

(Code 1965, §18-31; Ord. No. 2653, 8-5-80; Ord. No. 2780, 11-17-81; Ord. No. 2917, 5-3-83; Ord. No. 3113, 9-3-85; Code 1991, §98.66; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4311, 5-1-01; Ord. No. 4387, 4-16-02; Ord. No. 5789, Repealed & Replaced Chp. 171, 8-4-15; Ord. No. 6350, §7(Exh. F), 8-18-20)



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

SUBJECT: **Amend UDC Chapter 171 – Streets and Sidewalks: Submitted by CITY OF FAYETTEVILLE STAFF. The request is to amend §171.13 – Property Owner To Construct Sidewalk or Contribute Cost of Sidewalk. The proposed code change would coordinate with the proposed new §166.28 – Permit-Ready Building Design Program development standards and adjust the calculation for payment of sidewalk fee-in-lieu.**

RECOMMENDATION:

City staff recommends approval of an amendment to the Unified Development Code amending §171.13, Property Owner To Construct Sidewalk or Contribute Cost of Sidewalk, to coordinate with the proposed new §166.28 – Permit-Ready Building Design Program development standards and adjust the calculation for payment of sidewalk fee-in-lieu.

BACKGROUND:

At the meeting of the Fayetteville City Council on March 5, 2024 staff presented a proposed new §166.28 – Permit-Ready Building Design Program development standards to facilitate implementation of the Permit-Ready Building Design Program. Among the standards proposed was the option to contribute to cost of sidewalk by paying a fee in lieu of construction without requiring a waiver from the City Engineer. Staff noted to the Council that since the item and the Planning Commission's recommendation was presented at the prior week's agenda session, staff had identified an opportunity to more closely coordinate the proposed new §166.28 with the current §171.13 – Property Owner To Construct Sidewalk or Contribute Cost of Sidewalk. Staff provided the proposed edits to both sections to the Council, but only §166.28 could be considered due to State statutory constraints on ordinances only containing one subject and that being clearly expressed in its title. The Council left the proposed ordinance on first reading to allow staff to submit a second item for the proposed amendment to §171.13.

DISCUSSION:

The purpose of this amendment is to amend §171.13 – Property Owner To Construct Sidewalk or Contribute Cost of Sidewalk to coordinate with the proposed §166.28 – Permit-Ready Building Design Program development standards and to change the calculation of the fee-in-lieu to be paid for sidewalk construction from \$5 per square foot to an amount established by the City Engineer and based on current construction costs, as determined by a yearly bid for construction, Arkansas Department of Transportation published weighted averages, or similar data. Other proposed edits include changing the fee-in-lieu option from a waiver to an administrative variance and extending the time in which funds must be spent from one to seven years, which is consistent with both state statute and §158, Bonds and Guarantees, of the Unified Development

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Code.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A - 171.13 (#4), 171.13 Strikethrough Version (#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 #: 2024-1813

Amend UDC Chapter 171 – Streets and Sidewalks: Submitted by CITY OF FAYETTEVILLE STAFF. The request is to amend §171.13 – Property Owner To Construct Sidewalk or Contribute Cost of Sidewalk. The proposed code change would coordinate with the proposed new §166.28 – Permit-Ready Building Design Program development standards and adjust the calculation for payment of sidewalk fee-in-lieu.

AN ORDINANCE TO AMEND §171.13 PROPERTY OWNER TO CONSTRUCT SIDEWALK OR CONTRIBUTE COST OF SIDEWALK OF THE UNIFIED DEVELOPMENT CODE TO PROVIDE FOR CHANGES ASSOCIATED WITH THE PERMIT-READY BUILDING DESIGN PROGRAM, AND TO ADJUST THE CALCULATION FOR PAYMENT OF FEES IN LIEU OF SIDEWALK CONSTRUCTION

WHEREAS, at the meeting of the Fayetteville City Council on March 5, 2024, staff presented a proposed new §166.28 – **Permit-Ready Building Design Program**; and

WHEREAS, staff has identified an opportunity to more closely coordinate the proposed new Permit-Ready Building Design Program with §171.13 – **Property Owner To Construct Sidewalk or Contribute Cost of Sidewalk**; and

WHEREAS, the proposed amendment to § 171.13 will change the amount of the fee in lieu for all projects city-wide from \$5.00 per square foot to an amount established by the City Engineer based on actual construction costs, and will also provide permit-ready building projects the option of constructing sidewalk or paying a fee in lieu of construction without requiring a variance.

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 § 171.13 **Property Owner To Construct Sidewalk Or Contribute Cost Of Sidewalk** and enacts a new § 171.13 **Property Owner To Construct Sidewalk Or Contribute Cost Of Sidewalk** as shown in Exhibit A attached hereto.

City of Fayetteville Staff Review Form

2024-1813

Item ID

3/19/2024

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

Britin Bostick

3/7/2024

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Amend UDC Chapter 171 – Streets and Sidewalks: Submitted by CITY OF FAYETTEVILLE STAFF. The request is to amend §171.13 – Property Owner To Construct Sidewalk or Contribute Cost of Sidewalk. The proposed code change would coordinate with the proposed new §166.28 – Permit-Ready Building Design Program development standards and adjust the calculation for payment of sidewalk fee-in-lieu.

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 A

171.13 Property Owner To Construct Sidewalk Or Contribute Cost Of Sidewalk

- (A) *Requirement.* The owner of any property abutting a public street or highway for which a sidewalk is required by the city's Master Street Plan shall construct a sidewalk in accordance with this chapter, along said street or highway upon the receipt of notice issued at the time a building permit is issued.
- (1) The property owner shall construct the sidewalk in accordance with the specifications provided in the Minimum Street Standards.
 - (2) The property owner may request a variance to §171.13(A)(1) requiring sidewalk construction. The City Engineer shall review the following factors to determine whether or not to grant the variance to allow payment of a fee in lieu of sidewalk construction:
 - (a) Pedestrian traffic generators such as parks and schools in the area.
 - (b) The existence of a sidewalk network in the area.
 - (c) The density of current and future development in the area.
 - (d) The amount of pedestrian traffic likely to be generated by the proposed development.
 - (e) Whether the terrain is such that a sidewalk is physically practical and feasible, and the extent to which trees, ground cover and natural areas would be adversely impacted by the construction of the sidewalk.
 - (f) The overall need for a sidewalk to be constructed on the lot.
 - (3) A project being constructed pursuant to § 166.28 Permit-Ready Building Design Program shall have the option to pay a fee in lieu of constructing the sidewalk without receiving a variance.
 - (4) If the City Engineer grants the variance, the owner shall have an option to construct the sidewalk, or to contribute money in lieu of construction as set forth below:
 - (a) The amount of money in lieu of construction to be dedicated shall be determined based upon the rough proportionality of the impact of the development upon the sidewalk infrastructure needs near the development including consideration of the persons served by the development and approximate pedestrian trip generation rates of the development.
 - (b) Unless the developer presents evidence that the number of persons served by the development and the pedestrian trip generation rates of the development justify a reduced contribution in lieu of the construction of sidewalks, all developments shall make a cash contribution in lieu of the construction of the sidewalk in an amount established by the City Engineer and based on current construction costs, as determined by a yearly bid for construction, Arkansas Department of Transportation published weighted averages, or similar data.
 - (c) Contribution in lieu of construction of sidewalks shall be paid or construction of the sidewalks shall be completed before receiving final plat approval, or issuance of a certificate of occupancy.
 - (d) Contributions must be expended within seven (7) years to build a sidewalk close enough to serve the project being constructed.
 - (e) If the owner voluntarily consents in writing, the contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.
 - (5) An owner/builder may appeal the City Engineer's refusal to grant a variance or the administrator's determination of the amount of contribution in lieu of construction to the Planning Commission pursuant to §155.06(D).
- (B) *Application of Provisions.* The provisions of this section shall only apply to the following property:
-

-
- (1) *New Structure.* On which a new structure is being built.
 - (2) *Existing Residential Structure.* On which an existing residential structure is being modified so as to increase the number of dwelling units located therein or to change the use of the nonresidential use.
 - (3) *Parking Lot/Garage.* On which a parking lot, or parking garage having a minimum capacity of five (5) automobiles is constructed.
 - (4) *Building Additions.* Additions of 2,500 square feet or larger.
 - (5) *Conditional Use.* Any development which requires conditional use approval.

(Code 1965, §18-31; Ord. No. 2653, 8-5-80; Ord. No. 2780, 11-17-81; Ord. No. 2917, 5-3-83; Ord. No. 3113, 9-3-85; Code 1991, §98.66; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4311, 5-1-01; Ord. No. 4387, 4-16-02; Ord. No. 5789, Repealed & Replaced Chp. 171, 8-4-15; Ord. No. 6350, §7(Exh. F), 8-18-20)

171.13 Property Owner To Construct Sidewalk Or Contribute Cost Of Sidewalk

- (A) *Requirement.* The owner of any property abutting a public street or highway for which a sidewalk is required by the city's Master Street Plan shall construct a sidewalk in accordance with this chapter, along said street or highway upon the receipt of notice issued at the time a building permit is issued.
- (1) The property owner shall construct the sidewalk in accordance with the specifications provided in the Minimum Street Standards.
 - (2) The property owner may request a waiver-variance to §171.13(A)(1) requiring sidewalk construction. The City Engineer shall review the following factors to determine whether or not to grant ~~a waiver-the variance to allow payment of a fee in lieu of sidewalk construction~~:
 - (a) Pedestrian traffic generators such as parks and schools in the area.
 - (b) The existence of a sidewalk network in the area.
 - (c) The density of current and future development in the area.
 - (d) The amount of pedestrian traffic likely to be generated by the proposed development.
 - (e) Whether the terrain is such that a sidewalk is physically practical and feasible, and the extent to which trees, ground cover and natural areas would be adversely impacted by the construction of the sidewalk.
 - (f) The overall need for a sidewalk to be constructed on the lot.
 - ~~(3) A project being constructed pursuant to § 166.28 Permit-Ready Building Design Program shall have the option to pay a fee in lieu of constructing the sidewalk without receiving a variance.~~
 - ~~(34)~~ If the City Engineer grants the ~~waiver-variance to construct a sidewalk~~, the owner shall have an option to construct the sidewalk, or to contribute money in lieu of construction as set forth below:
 - (a) The amount of money in lieu of construction to be dedicated shall be determined based upon the rough proportionality of the impact of the development upon the sidewalk infrastructure needs near the development including consideration of the persons served by the development and approximate pedestrian trip generation rates of the development.
 - (b) Unless the developer presents evidence that the number of persons served by the development and the pedestrian trip generation rates of the development justify a reduced contribution in lieu of the construction of sidewalks, all developments shall make a cash contribution in lieu of the construction of the sidewalk in an amount established by the City Engineer and based on current construction costs, as determined by a yearly bid for construction, Arkansas Department of Transportation published weighted averages, or similar data, at a rate of \$5.00 per square foot of the sidewalk that normally would have been required. The amount per square foot shall be reviewed by the City Council at least every five (5) years.
 - (c) Contribution in lieu of construction of sidewalks shall be paid or construction of the sidewalks shall be completed before receiving final plat approval, or issuance of a certificate of occupancy.
 - (d) Contributions must be expended within ~~one (1) year~~ seven (7) years to build a sidewalk close enough to serve the project being constructed.
 - (e) If the owner voluntarily consents in writing, the contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.
 - ~~(45)~~ An owner/builder may appeal the City Engineer's refusal to grant a waiver-variance or the administrator's determination of the amount of contribution in lieu of construction to the Planning Commission pursuant to §155.06(D).
-

(B) *Application of Provisions.* The provisions of this section shall only apply to the following property:

- (1) *New Structure.* On which a new structure is being built.
- (2) *Existing Residential Structure.* On which an existing residential structure is being modified so as to increase the number of dwelling units located therein or to change the use of the nonresidential use.
- (3) *Parking Lot/Garage.* On which a parking lot, or parking garage having a minimum capacity of five (5) automobiles is constructed.
- (4) *Building Additions.* Additions of 2,500 square feet or larger.
- (5) *Conditional Use.* Any development which requires conditional use approval.

(Code 1965, §18-31; Ord. No. 2653, 8-5-80; Ord. No. 2780, 11-17-81; Ord. No. 2917, 5-3-83; Ord. No. 3113, 9-3-85; Code 1991, §98.66; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4311, 5-1-01; Ord. No. 4387, 4-16-02; Ord. No. 5789, Repealed & Replaced Chp. 171, 8-4-15; Ord. No. 6350, §7(Exh. F), 8-18-20)



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Steven Dotson, Internal Auditor
SUBJECT: **Authorization of the City to issue \$85,000,000 in Water and Sewer System revenue bonds for the West Transmission Line**

RECOMMENDATION:

Recommend approval of an ordinance authorizing the issuance by the City not to exceed \$85,000,000 in aggregate principal amount of its Water and Sewer System Revenue Bonds and approval of a Budget Adjustment.

BACKGROUND:

Note: Final documents including loan terms, amortization schedule, and additional documentation will be attached when received from the state. This item is being routed through for approvals prior to receiving the final terms from the State due to the time sensitive nature of this project.

The City is constructing a new 48 inch transmission water line to keep up with the rising water demand in Fayetteville. The City applied for an Arkansas Department of Agriculture Drinking Water State Revolving Loan in March of 2023 to fund this project. The City received notice in July of 2023 that the loan funding application was approved. On August 1, 2023 the City Council passed Resolution 169-23 authorizing Mayor Jordan to approve and execute loan terms with the Arkansas Natural Resources Division as well as other documents and required certifications. On October 2nd of 2023, Mayor Jordan signed a Memorandum of Agreement with the Arkansas Natural Resources Commission establishing the West Transmission Line project funding and the planning and design schedule for improvements funded by the State Revolving Loan Fund program. In following that memorandum of agreement, the City Council is required to hold a public hearing and pass an ordinance authorizing the City to issue bond funding.

DISCUSSION:

Spanning over 11 miles, the City's West Transmission Waterline will begin at a new Beaver Water District facility near Elm Springs and head southward through Elm Springs and Tontitown, crossing Hwy 412 and continuing into Fayetteville. The line will turn east and tie into an existing 36-inch waterline located near the Hwy 112 and Van Asche Drive intersection. The new 48-inch West Transmission Waterline project will secure access to safe drinking water and meet the City's projected maximum demands.

Detailed engineering design work began in 2022 and is anticipated to be completed mid-2024. The new waterline is anticipated to be connected to Beaver Water District's Western Corridor Pump Station in 2026.

The City has been awarded, and has accepted, use of the Arkansas Natural Resources Division Drinking Water State Revolving Loan Fund (DWSRF). The total funding amount will be finalized in June 2024 after loan

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

certification and closing are complete. Utilizing the DWSRF, the funding is structured as a bond issue, and the City is pledging Water and Sewer revenue to secure the bond. In order to complete the loan certification and closing by 6/28/24, the City is required to hold a public hearing and pass an ordinance authorizing the issuance of \$85,000,000 in bond funding. This loan program offers municipalities and utilities access to low-interest rate loans, saving overall loan costs compared to market rates. The DWSRF (Drinking Water State Revolving Fund) program is administered by the Arkansas Department of Agriculture with joint funding from the U.S. Environmental Protection Agency and the state of Arkansas. DWSRF programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide.

BUDGET/STAFF IMPACT:

This project is going to be funded by the Arkansas Department of Agriculture Drinking Water State Revolving Fund.

ATTACHMENTS: Ordinance (#2)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

D.2 West Transmission Waterline (Public Hearing)
Additional Information received during the
City Council Agenda Session on 3/12/24 from
Paul Becker, CFO.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$85,000,000 WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2024, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN WATER TRANSMISSION LINE IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND SERVICING FEE ON THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BOND; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, presently owns and operates a public water and sewer utility system (the "System") serving the residents of the City and its environs; and

WHEREAS, the City Council of the City has determined that there is a great need for a source of revenue to finance the costs of acquisition, construction and equipping of certain improvements to the System, including, specifically, the acquisition, engineering, construction and equipping of a replacement 48-inch water transmission line from the Beaver Water District to the City, together with related improvements (the "Project"); and

WHEREAS, an engineering report and plans and specifications for the Project have been examined by the City Council and copies of such report, plans and specifications are on file with the City and are available for inspection by any interested person; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of acquisition, construction, equipping, improving, maintaining, operating and repairing the System; and

WHEREAS, as authorized under the provisions of Amendment 65 and the Authorizing Legislation, and in order to secure funds necessary to pay or reimburse all or a portion of the costs of the Project, and the costs incident to the issuance of a bond to finance the costs of said Project, upon the most favorable terms to the City and the users of the System, the City has made arrangements for the sale of its Water and Sewer System Revenue Bond, Series 2024 (the "Bond"), in principal amount not to exceed \$85,000,000 to the Arkansas Development Finance Authority, as purchaser (the "Bondholder"), at a price of par, which Bond shall bear interest at the rate of zero percent (0.00%) per annum, pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the City, the Bondholder and the Arkansas Natural Resources

Commission (the "Commission"), which Bond Purchase Agreement has been presented to and is before this meeting; and

WHEREAS, an open public hearing on the question of the issuance of the Bond and the financing of the Project has been held before the Mayor and City Council on March 19, 2024, following publication of notice of such hearing in the Northwest Arkansas edition of the *Arkansas Democrat-Gazette* on February 25, 2024; and

WHEREAS, the City will also be required to pay to the Arkansas Development Finance Authority, as servicer with respect to the Bond (the "Servicer"), a monthly servicing fee equal to three-quarters of one percent (0.75%) per annum of the outstanding principal amount of the Bond (the "Servicing Fee");

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. The Project shall be accomplished and shall be a part of the System. The accomplishment of the Project shall be under the control and supervision of, and all details in connection therewith shall be handled by, the City, and the City shall make all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers. The City shall let all contracts pursuant to and in accordance with existing laws and shall require such performance bonds and insurance from the contractors as, in the judgment of the City, will fully insure completion of the Project in accordance with the plans and specifications therefor. The Mayor is hereby authorized to take, or cause to be taken, all action necessary to accomplish the Project and to execute all required contracts in connection thereto.

Section 2. The sale to the Bondholder of up to \$85,000,000 in principal amount of the Bond at a price of par, such Bond to bear interest at the rate of 0.00% per annum and to be subject to a Servicing Fee of 0.75% per annum and otherwise to be subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby approved and the Bond is hereby sold to the Bondholder. The Mayor is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting with such changes as may be approved by the Mayor, his execution to constitute complete evidence of such approval.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System after completion of the Project will be more than twenty-five (25) years, which is longer than the term of the Bond.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas and the Authorizing Legislation, the City of Fayetteville, Arkansas Water and Sewer System Revenue Bond, Series 2024 (the "Bond"), is hereby authorized to be issued in the total principal amount of not to exceed Eighty-Five Million Dollars (\$85,000,000), the proceeds of the sale of which are necessary to provide sufficient funds to pay or reimburse a portion of the costs of accomplishing

the Project, including, without limitation, legal fees and other necessary expenses incidental to accomplishment of the Project, and to the issuance of the Bond.

The Bond shall bear interest at the rate of zero percent (0.00%) per annum and shall be subject to a Servicing Fee of three-quarters of one percent (0.75%) per annum based upon a 360-day year of twelve consecutive 30-day months. The Bond shall be dated the date of its delivery to the Bondholder. Principal and the Servicing Fee shall be payable on May 1, 2027, and on the 1st day of each month thereafter until the unpaid principal is paid in full as follows:

Date	Payment Amount	Interest	Servicing Fee	Principal
May 1, 2027	\$ 381,503.44	\$ -0-	\$ 53,125.00	\$ 328,378.44
June 1, 2027	381,503.44	-0-	52,919.76	328,583.68
July 1, 2027	381,503.44	-0-	52,714.40	328,789.04
August 1, 2027	381,503.44	-0-	52,508.91	328,994.53
September 1, 2027	381,503.44	-0-	52,303.28	329,200.16
October 1, 2027	381,503.44	-0-	52,097.53	329,405.91
November 1, 2027	381,503.44	-0-	51,891.66	329,611.78
December 1, 2027	381,503.44	-0-	51,685.65	329,817.79
January 1, 2028	381,503.44	-0-	51,479.51	330,023.93
February 1, 2028	381,503.44	-0-	51,273.25	330,230.19
March 1, 2028	381,503.44	-0-	51,066.85	330,436.59
April 1, 2028	381,503.44	-0-	50,860.33	330,643.11
May 1, 2028	381,503.44	-0-	50,653.68	330,849.76
June 1, 2028	381,503.44	-0-	50,446.90	331,056.54
July 1, 2028	381,503.44	-0-	50,239.99	331,263.45
August 1, 2028	381,503.44	-0-	50,032.95	331,470.49
September 1, 2028	381,503.44	-0-	49,825.78	331,677.66
October 1, 2028	381,503.44	-0-	49,618.48	331,884.96
November 1, 2028	381,503.44	-0-	49,411.05	332,092.39
December 1, 2028	381,503.44	-0-	49,203.49	332,299.95
January 1, 2029	381,503.44	-0-	48,995.81	332,507.63
February 1, 2029	381,501.44	-0-	48,787.99	332,715.45
March 1, 2029	381,503.44	-0-	48,580.04	332,923.40

Date	Payment Amount	Interest	Servicing Fee	Principal
April 1, 2029	\$ 381,503.44	\$ -0-	\$ 48,371.96	\$ 333,131.48
May 1, 2029	381,503.44	-0-	48,163.76	333,339.68
June 1, 2029	381,503.44	-0-	47,955.42	333,548.02
July 1, 2029	381,503.44	-0-	47,746.95	333,756.49
August 1, 2029	381,503.44	-0-	47,538.35	333,965.09
September 1, 2029	381,503.44	-0-	47,329.63	334,173.81
October 1, 2029	381,503.44	-0-	47,120.77	334,382.67
November 1, 2029	381,503.44	-0-	46,911.78	334,591.66
December 1, 2029	381,503.44	-0-	46,702.66	334,800.78
January 1, 2030	381,503.44	-0-	46,493.41	335,010.03
February 1, 2030	381,503.44	-0-	46,284.03	335,219.41
March 1, 2030	381,503.44	-0-	46,074.52	335,428.92
April 1, 2030	381,503.44	-0-	45,864.87	335,638.57
May 1, 2030	381,503.44	-0-	45,655.10	335,848.34
June 1, 2030	381,503.44	-0-	45,445.19	336,058.25
July 1, 2030	381,503.44	-0-	45,235.16	336,268.28
August 1, 2030	381,503.44	-0-	45,024.99	336,478.45
September 1, 2030	381,503.44	-0-	44,814.69	336,688.75
October 1, 2030	381,503.44	-0-	44,604.26	336,899.18
November 1, 2030	381,503.44	-0-	44,393.70	337,109.74
December 1, 2030	381,503.44	-0-	44,183.00	337,320.44
January 1, 2031	381,503.44	-0-	43,972.18	337,531.26
February 1, 2031	381,503.44	-0-	43,761.22	337,742.22
March 1, 2031	381,503.44	-0-	43,550.13	337,953.31
April 1, 2031	381,503.44	-0-	43,338.91	338,164.53
May 1, 2031	381,503.44	-0-	43,127.56	338,375.88
June 1, 2031	381,503.44	-0-	42,916.07	338,587.37
July 1, 2031	381,503.44	-0-	42,704.46	338,798.98
August 1, 2031	381,503.44	-0-	42,492.71	339,010.73

Date	Payment Amount	Interest	Servicing Fee	Principal
September 1, 2031	\$ 381,503.44	\$ -0-	\$ 42,280.83	\$ 339,222.61
October 1, 2031	381,503.44	-0-	42,068.81	339,434.63
November 1, 2031	381,503.44	-0-	41,856.66	339,646.78
December 1, 2031	381,503.44	-0-	41,644.39	339,859.05
January 1, 2032	381,503.44	-0-	41,431.97	340,071.47
February 1, 2032	381,503.44	-0-	41,219.43	340,284.01
March 1, 2032	381,503.44	-0-	41,006.75	340,496.69
April 1, 2032	381,503.44	-0-	40,793.94	340,709.50
May 1, 2032	381,503.44	-0-	40,581.00	340,922.44
June 1, 2032	381,503.44	-0-	40,367.92	341,135.52
July 1, 2032	381,503.44	-0-	40,154.71	341,348.73
August 1, 2032	381,503.44	-0-	39,941.37	341,562.07
September 1, 2032	381,503.44	-0-	39,727.89	341,775.55
October 1, 2032	381,503.44	-0-	39,514.28	341,989.16
November 1, 2032	381,503.44	-0-	39,300.54	342,202.90
December 1, 2032	381,503.44	-0-	39,086.66	342,416.78
January 1, 2033	381,503.44	-0-	38,872.65	342,630.79
February 1, 2033	381,503.44	-0-	38,658.51	342,844.93
March 1, 2033	381,503.44	-0-	38,444.23	343,059.21
April 1, 2033	381,503.44	-0-	38,229.82	343,273.62
May 1, 2033	381,503.44	-0-	38,015.27	343,488.17
June 1, 2033	381,503.44	-0-	37,800.59	343,702.85
July 1, 2033	381,503.44	-0-	37,585.78	343,917.66
August 1, 2033	381,503.44	-0-	37,370.83	344,132.61
September 1, 2033	381,503.44	-0-	37,155.75	344,347.69
October 1, 2033	381,503.44	-0-	36,940.53	344,562.91
November 1, 2033	381,503.44	-0-	36,725.18	344,778.26
December 1, 2033	381,503.44	-0-	36,509.69	344,993.75
January 1, 2034	381,503.44	-0-	36,294.07	345,209.37

Date	Payment Amount	Interest	Servicing Fee	Principal
February 1, 2034	\$ 381,503.44	\$ -0-	\$ 36,078.31	\$ 345,425.13
March 1, 2034	381,503.44	-0-	35,862.42	345,641.02
April 1, 2034	381,503.44	-0-	35,646.40	345,857.04
May 1, 2034	381,503.44	-0-	35,430.24	346,073.20
June 1, 2034	381,503.44	-0-	35,213.94	346,289.50
July 1, 2034	381,503.44	-0-	34,997.51	346,505.93
August 1, 2034	381,503.44	-0-	34,780.94	346,722.50
September 1, 2034	381,503.44	-0-	34,564.24	346,939.20
October 1, 2034	381,503.44	-0-	34,347.40	347,156.04
November 1, 2034	381,503.44	-0-	34,130.43	347,373.01
December 1, 2034	381,503.44	-0-	33,913.32	347,590.12
January 1, 2035	381,503.44	-0-	33,696.08	347,807.36
February 1, 2035	381,503.44	-0-	33,478.70	348,024.74
March 1, 2035	381,503.44	-0-	33,261.19	348,242.25
April 1, 2035	381,503.44	-0-	33,043.53	348,459.91
May 1, 2035	381,503.44	-0-	32,825.75	348,677.69
June 1, 2035	381,503.44	-0-	32,607.82	348,895.62
July 1, 2035	381,503.44	-0-	32,389.76	349,113.68
August 1, 2035	381,503.44	-0-	32,171.57	349,331.87
September 1, 2035	381,503.44	-0-	31,953.23	349,550.21
October 1, 2035	381,503.44	-0-	31,734.77	349,768.67
November 1, 2035	381,503.44	-0-	31,516.16	349,987.28
December 1, 2035	381,503.44	-0-	31,297.42	350,206.02
January 1, 2036	381,503.44	-0-	31,078.54	350,424.90
February 1, 2036	381,503.44	-0-	30,859.52	350,643.92
March 1, 2036	381,503.44	-0-	30,640.37	350,863.07
April 1, 2036	381,503.44	-0-	30,421.08	351,082.36
May 1, 2036	381,503.44	-0-	30,201.66	351,301.78
June 1, 2036	381,503.44	-0-	29,982.09	351,521.35

Date	Payment Amount	Interest	Servicing Fee	Principal
July 1, 2036	\$ 381,503.44	\$ -0-	\$ 29,762.39	\$ 351,741.05
August 1, 2036	381,503.44	-0-	29,542.55	351,960.89
September 1, 2036	381,503.44	-0-	29,322.58	352,180.86
October 1, 2036	381,503.44	-0-	29,102.46	352,400.98
November 1, 2036	381,503.44	-0-	28,882.21	352,621.23
December 1, 2036	381,503.44	-0-	28,661.83	352,841.61
January 1, 2037	381,503.44	-0-	28,441.30	353,062.14
February 1, 2037	381,503.44	-0-	28,220.64	353,282.80
March 1, 2037	381,503.44	-0-	27,999.83	353,503.61
April 1, 2037	381,503.44	-0-	27,778.89	353,724.55
May 1, 2037	381,503.44	-0-	27,557.82	353,945.62
June 1, 2037	381,503.44	-0-	27,336.60	354,166.84
July 1, 2037	381,503.44	-0-	27,115.25	354,388.19
August 1, 2037	381,503.44	-0-	26,893.75	354,609.69
September 1, 2037	381,503.44	-0-	26,672.12	354,831.32
October 1, 2037	381,503.44	-0-	26,450.35	355,053.09
November 1, 2037	381,503.44	-0-	26,228.44	355,275.00
December 1, 2037	381,503.44	-0-	26,006.40	355,497.04
January 1, 2038	381,503.44	-0-	25,784.21	355,719.23
February 1, 2038	381,503.44	-0-	25,561.89	355,941.55
March 1, 2038	381,503.44	-0-	25,339.42	356,164.02
April 1, 2038	381,503.44	-0-	25,116.82	356,386.62
May 1, 2038	381,503.44	-0-	24,894.08	356,609.36
June 1, 2038	381,503.44	-0-	24,671.20	356,832.24
July 1, 2038	381,503.44	-0-	24,448.18	357,055.26
August 1, 2038	381,503.44	-0-	24,225.02	357,278.42
September 1, 2038	381,503.44	-0-	24,001.72	357,501.72
October 1, 2038	381,503.44	-0-	23,778.28	357,725.16
November 1, 2038	381,503.44	-0-	23,554.70	357,948.74

Date	Payment Amount	Interest	Servicing Fee	Principal
December 1, 2038	\$ 381,503.44	\$ -0-	\$ 23,330.99	\$ 358,172.45
January 1, 2039	381,503.44	-0-	23,107.13	358,396.31
February 1, 2039	381,503.44	-0-	22,883.13	358,620.31
March 1, 2039	381,503.44	-0-	22,658.99	358,844.45
April 1, 2039	381,503.44	-0-	22,434.71	359,068.73
May 1, 2039	381,503.44	-0-	22,210.30	359,293.14
June 1, 2039	381,503.44	-0-	21,985.74	359,517.70
July 1, 2039	381,503.44	-0-	21,761.04	359,742.40
August 1, 2039	381,503.44	-0-	21,536.20	359,967.24
September 1, 2039	381,503.44	-0-	21,311.22	360,192.22
October 1, 2039	381,503.44	-0-	21,086.10	360,417.34
November 1, 2039	381,503.44	-0-	20,860.84	360,642.60
December 1, 2039	381,503.44	-0-	20,635.44	360,868.00
January 1, 2040	381,503.44	-0-	20,409.90	361,093.54
February 1, 2040	381,503.44	-0-	20,184.21	361,319.23
March 1, 2040	381,503.44	-0-	19,958.39	361,545.05
April 1, 2040	381,503.44	-0-	19,732.42	361,771.02
May 1, 2040	381,503.44	-0-	19,506.32	361,997.12
June 1, 2040	381,503.44	-0-	19,280.07	362,223.37
July 1, 2040	381,503.44	-0-	19,053.68	362,449.76
August 1, 2040	381,503.44	-0-	18,827.15	362,676.29
September 1, 2040	381,503.44	-0-	18,600.47	362,902.97
October 1, 2040	381,503.44	-0-	18,373.66	363,129.78
November 1, 2040	381,503.44	-0-	18,146.70	363,356.74
December 1, 2040	381,503.44	-0-	17,919.61	363,583.83
January 1, 2041	381,503.44	-0-	17,692.37	363,811.07
February 1, 2041	381,503.44	-0-	17,464.98	364,038.46
March 1, 2041	381,503.44	-0-	17,237.46	364,265.98
April 1, 2041	381,503.44	-0-	17,009.79	364,493.65

Date	Payment Amount	Interest	Servicing Fee	Principal
May 1, 2041	\$381,503.44	\$ -0-	\$ 16,781.99	\$ 364,721.45
June 1, 2041	381,503.44	-0-	16,554.03	364,949.41
July 1, 2041	381,503.44	-0-	16,325.94	365,177.50
August 1, 2041	381,503.44	-0-	16,097.70	365,405.74
September 1, 2041	381,503.44	-0-	15,869.33	365,634.11
October 1, 2041	381,503.44	-0-	15,640.80	365,862.64
November 1, 2041	381,503.44	-0-	15,412.14	366,091.30
December 1, 2041	381,503.44	-0-	15,183.33	366,320.11
January 1, 2042	381,503.44	-0-	14,954.38	366,549.06
February 1, 2042	381,503.44	-0-	14,725.29	366,778.15
March 1, 2042	381,503.44	-0-	14,496.05	367,007.39
April 1, 2042	381,503.44	-0-	14,266.67	367,236.77
May 1, 2042	381,503.44	-0-	14,037.15	367,466.29
June 1, 2042	381,503.44	-0-	13,807.49	367,695.95
July 1, 2042	381,503.44	-0-	13,577.68	367,925.76
August 1, 2042	381,503.44	-0-	13,347.72	368,155.72
September 1, 2042	381,503.44	-0-	13,117.62	368,385.82
October 1, 2042	381,503.44	-0-	12,887.38	368,616.06
November 1, 2042	381,503.44	-0-	12,657.00	368,846.44
December 1, 2042	381,503.44	-0-	12,426.47	369,076.97
January 1, 2043	381,503.44	-0-	12,195.80	369,307.64
February 1, 2043	381,503.44	-0-	11,964.98	369,538.46
March 1, 2043	381,503.44	-0-	11,734.02	369,769.42
April 1, 2043	381,503.44	-0-	11,502.91	370,000.53
May 1, 2043	381,503.44	-0-	11,271.66	370,231.78
June 1, 2043	381,503.44	-0-	11,040.27	370,463.17
July 1, 2043	381,503.44	-0-	10,808.73	370,694.71
August 1, 2043	381,503.44	-0-	10,577.04	370,926.40
September 1, 2043	381,503.44	-0-	10,345.21	371,158.23

Date	Payment Amount	Interest	Servicing Fee	Principal
October 1, 2043	\$ 381,503.44	\$ -0-	\$ 10,113.24	\$ 371,390.20
November 1, 2043	381,503.44	-0-	9,881.12	371,622.32
December 1, 2043	381,503.44	-0-	9,648.86	371,854.58
January 1, 2044	381,503.44	-0-	9,416.45	372,086.99
February 1, 2044	381,503.44	-0-	9,183.89	372,319.55
March 1, 2044	381,503.44	-0-	8,951.19	372,552.25
April 1, 2044	381,503.44	-0-	8,718.35	372,785.09
May 1, 2044	381,503.44	-0-	8,485.36	373,018.08
June 1, 2044	381,503.44	-0-	8,252.22	373,251.22
July 1, 2044	381,503.44	-0-	8,018.94	373,484.50
August 1, 2044	381,503.44	-0-	7,785.51	373,717.93
September 1, 2044	381,503.44	-0-	7,551.94	373,951.50
October 1, 2044	381,503.44	-0-	7,318.22	374,185.22
November 1, 2044	381,503.44	-0-	7,084.35	374,419.09
December 1, 2044	381,503.44	-0-	6,850.34	374,653.10
January 1, 2045	381,503.44	-0-	6,616.18	374,887.26
February 1, 2045	381,503.44	-0-	6,381.88	375,121.56
March 1, 2045	381,503.44	-0-	6,147.43	375,356.01
April 1, 2045	381,503.44	-0-	5,912.83	375,590.61
May 1, 2045	381,503.44	-0-	5,678.09	375,825.35
June 1, 2045	381,503.44	-0-	5,443.19	376,060.25
July 1, 2045	381,503.44	-0-	5,208.16	376,295.28
August 1, 2045	381,503.44	-0-	4,972.97	376,530.47
September 1, 2045	381,503.44	-0-	4,737.64	376,765.80
October 1, 2045	381,503.44	-0-	4,502.16	377,001.28
November 1, 2045	381,503.44	-0-	4,266.54	377,236.90
December 1, 2045	381,503.44	-0-	4,030.76	377,472.68
January 1, 2046	381,503.44	-0-	3,794.84	377,708.60
February 1, 2046	381,503.44	-0-	3,558.77	377,944.67

Date	Payment Amount	Interest	Servicing Fee	Principal
March 1, 2046	\$ 381,503.44	\$ -0-	\$ 3,322.56	\$ 378,180.88
April 1, 2046	381,503.44	-0-	3,086.20	378,417.24
May 1, 2046	381,503.44	-0-	2,849.69	378,653.75
June 1, 2046	381,503.44	-0-	2,613.03	378,890.41
July 1, 2046	381,503.44	-0-	2,376.22	379,127.22
August 1, 2046	381,503.44	-0-	2,139.27	379,364.17
September 1, 2046	381,503.44	-0-	1,902.16	379,601.28
October 1, 2046	381,503.44	-0-	1,664.91	379,838.53
November 1, 2046	381,503.44	-0-	1,427.51	380,075.93
December 1, 2046	381,503.44	-0-	1,189.97	380,313.47
January 1, 2047	381,503.44	-0-	952.27	380,551.17
February 1, 2047	381,503.44	-0-	714.43	380,789.01
March 1, 2047	381,503.44	-0-	476.43	381,027.01
April 1, 2047	<u>381,503.09</u>	<u>-0-</u>	<u>238.29</u>	<u>381,264.80</u>
TOTALS:	<u>\$91,560.825.25</u>	<u>\$ -0-</u>	<u>\$6,560.825.25</u>	<u>\$85,000,000.00</u>

The Bond shall be issued in the form of a single typewritten bond, registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R24-1.

Payment of principal and the Servicing Fee shall be by check or draft mailed to the Bondholder at its address shown on the bond registration books of the City which shall be maintained by the City Clerk as Bond Registrar, without presentation or surrender of the Bond (except upon final payment), and such payments shall discharge the obligation of the City to the extent thereof. The City Clerk or his or her designee shall keep a payment record and make proper notations thereon of all payments of principal and the Servicing Fee.

Payment of principal and the Servicing Fee shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of the Bond has been fully paid, it shall be canceled and delivered to the City Clerk.

Section 5. The Bond shall be executed on behalf of the City by its Mayor and City Clerk and shall have impressed thereon the seal of the City. The principal of the Bond, and the Servicing Fee in connection therewith, are secured by a pledge of and are payable from revenues

derived from the System (the "Revenues"). The City covenants and agrees that all Revenues will be accounted for separately as special funds on the books of the City, and said Revenues will be deposited and will be used solely as provided herein. The Bond is not a general obligation of the City but is a special obligation, the principal of which, and the Servicing Fee in connection therewith, are secured by a pledge of the Revenues. The principal of and interest on the Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6. The Bond shall be in substantially the following form, and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

**Registered
No. R24-1**

United States of America

**Registered
\$85,000,000**

**State of Arkansas
County of Washington
City of Fayetteville, Arkansas
Water and Sewer System Revenue Bond
Series 2024**

Registered Owner: ARKANSAS DEVELOPMENT FINANCE AUTHORITY

Principal Amount: EIGHTY-FIVE MILLION DOLLARS (or the total principal amount outstanding as reflected by the Record of Payment of Advances attached hereto)

Know All Men By These Presents:

That the City of Fayetteville, Arkansas (the "City") hereby acknowledges itself to owe, and for value received promises to pay to the order of the Arkansas Development Finance Authority, or registered assigns, but solely from the special fund provided therefor as hereinafter set forth, in lawful money of the United States of America, the Principal Amount shown above (or so much of the Principal Amount as should have been advanced as shown on the Record of Payment of Advances attached hereto). A servicing fee of 0.75% per annum (the "Servicing Fee") shall also be payable by the City to the Arkansas Development Finance Authority or its successor in the same manner and upon the same dates as principal hereof.

Principal and the Servicing Fee shall be payable on May 1, 2027, and on the 1st day of each month thereafter until the unpaid principal is paid in full as follows:

[Here will be inserted the amortization schedule
set forth in Section 4 of this Ordinance.]

Payments of principal due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the Registered Owner at its address shown on the registration book of the City maintained by the City Clerk as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of (i) providing financing for a portion of the costs of acquiring, engineering, constructing and equipping a replacement 48-inch water transmission line from the Beaver Water District to the City, together with related improvements (the "Project"), and (ii) paying costs of authorizing and issuing this bond, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 65 to the Constitution of the State of Arkansas ("Amendment 65") and Arkansas Code Annotated Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), and pursuant to Ordinance No. _____ of the City, duly adopted and approved on the ____ day of _____, 2024 (the "Authorizing Ordinance"). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the Registered Owner of this bond.

This bond may be assigned with the written approval of the Arkansas Natural Resources Commission (the "Commission"), and in order to effect such assignment, the assignor shall promptly notify the City Clerk by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the Commission to the City Clerk for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal (as reflected on the Payment Record maintained by the City Clerk) prior to such surrender for transfer.

This bond may be prepaid at the option of the City from funds from any source, in whole but not in part, at any time on and after October 15, 2034, at a prepayment price equal to the principal amount outstanding, plus the accrued Servicing Fee to the prepayment date. Notice of any prepayment shall be given to the registered owner of this bond at least 90 days prior to the prepayment date. Such notice shall be in writing mailed to the address of the registered owner of this bond at the address appearing on the bond registration records maintained by the City Clerk.

This bond does not constitute an indebtedness of the City or the State of Arkansas within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the principal of and interest on this bond.

This bond is not a general obligation of the City, but is a special limited obligation the payment of the principal of and the Servicing Fee are payable solely from the revenues (the "Revenues") derived from the operation of the City's public water and sewer utility system (the "System"). A sufficient amount of Revenues to pay the principal of the Bond and the related Servicing Fee has been pledged and shall be duly set aside as a special fund for that purpose, identified as the "ADFA Bond Fund" in the Authorizing Ordinance. The City has fixed and covenanted and agreed to maintain rates for the use of the System which shall be sufficient at all times to at least provide for the payment of the reasonable expenses of operation and maintenance of the System, to provide for the payment of the principal of and interest on all outstanding obligations to which Revenues are pledged as the same become due, to establish and maintain any required debt service reserves and to provide a depreciation fund, all as set forth in the Authorizing Ordinance.

This bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this bond or in the Authorizing Ordinance against any past, present or future alderman, officer or employee of the City, or any alderman, officer or employee of any successor of the City, as such, either directly or through the City or any successor of the City, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such alderman, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of this bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of Arkansas to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond does not exceed or violate any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this bond to be executed in its name by the manual signatures of its Mayor and City Clerk, thereunto duly authorize, and its corporate seal to be affixed hereto, all as of the ____ day of _____, 2024.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
Mayor

ATTEST:

City Clerk

REGISTRATION CERTIFICATE

Date of Registration	Name of Registered Owner	Signature of City Clerk
	Arkansas Development Finance Authority	

RECORD OF PAYMENT OF ADVANCES

Date of Advance*	Amount of Advance	Total Principal Outstanding	Signature of Vice President of Arkansas Development Finance Authority

*The date of each advance shall be the commencement date from which the Servicing Fee is calculated.

Section 7. The City Council of the City has heretofore fixed rates for System services by the adoption of Ordinance No. 6681 on September 19, 2023 (the "Rate Ordinance"). Reference is hereby made to the Rate Ordinance for the details thereof and other provisions pertaining thereto, which water rates and sewer rates are hereby confirmed and continued as provided therein.

The City covenants and agrees that the rates established will produce gross Revenues at least sufficient to pay monthly operation, maintenance and funded depreciation expenses of the System, pay the principal of and interest on all outstanding obligations to which Revenues are pledged ("System Obligations"), as the same become due, pay the Servicing Fee as the same becomes due, and create and maintain any required debt service and replacement reserves (collectively, the "Required Payments"). The City covenants always to maintain rates (including increases as necessary) which will provide for the Required Payments. The rates currently in effect for water service and sewer service shall not be reduced without the prior written consent of the Commission and the Bondholder.

Section 8. The City covenants that it will continually operate the System as a revenue-producing undertaking and will not sell or lease the same, or any substantial portion thereof, without the prior written approval of the Bondholder and the Commission; provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the System and such replacements and substitutions for properties of the System as shall be necessary or incidental to the efficient operation of the System as a revenue-producing undertaking.

Section 9. All Revenues shall be deposited as and when received into a special fund heretofore created and designated "Revenue Fund" (the "Revenue Fund"). Each employee of the City handling Revenues shall give bond for the faithful discharge of his or her duties. Moneys in the Revenue Fund shall be applied to the payment of the expenses of operation, maintenance, repair and renewal of the System, to the payment of the principal of and interest on outstanding System Obligations, to the establishment and maintenance of any required debt service and replacement reserves and to the providing of any required depreciation fund.

Section 10. (a) After making all monthly payments required in connection with System Obligations secured on a prior and senior basis to the Bond, there shall be paid from the Revenue Fund on or before the first day of each month into an account of the City in a special fund to be created by the Bondholder and designated "Series 2024" (the "ADFA Bond Fund") for the purpose of paying the principal of the Bond in those amounts specified in Section 4 hereof.

(b) If Revenues are insufficient to make the required payment on or before the first day of a month into the ADFA Bond Fund, then the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the ADFA Bond Fund on or before the first day of the next month.

(c) When the moneys held in the ADFA Bond Fund which represent payments by the City and interest earnings thereon or proceeds of investments therefrom (collectively, "City Funds") shall be and remain sufficient to pay in full the principal of the Bonds, the City shall not be obligated to make any further payments into the ADFA Bond Fund.

(d) All moneys in the ADFA Bond Fund representing City Funds shall be used solely for the purpose of paying the principal of and interest on the Bond, and the City shall automatically receive a credit for the amount of such City Funds on hand in the ADFA Bond Fund and available for the payment of any principal currently due on a principal payment date

irrespective of whether the Bondholder has applied or caused to be applied such funds on that date for such purpose. The City shall receive a credit for all earnings and income derived from the investment of City Funds as of the first day of each month, and such earnings and income shall be credited against the next payment due.

(e) The Bond shall be specifically secured by a pledge of all Revenues required to be placed into the ADFA Bond Fund. This pledge in favor of the Bond is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 11. After making the payments and deposits required by Section 10 hereof, there shall be paid from the Revenue Fund the Servicing Fee to the Servicer. The Servicing Fee shall be payable on each date principal on the bonds is due and shall be calculated on the same basis as interest would be calculated on the Bond. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of the Bond.

Section 12. (a) After making the payments and deposits required by Sections 10 and 11 hereof, the City shall make any debt service reserve and replacement reserve deposits required in connection with System Obligations.

(b) Notwithstanding the above, so long as the Bond is outstanding, the City shall maintain a fund which is hereby created and designated as the "Depreciation Fund" (the "Depreciation Fund"). After making the payments and deposits required in Sections, 10, 11 and 12(a) hereof, there shall be deposited from the Revenue Fund into the Depreciation Fund, a sum equal to 5% of the gross monthly Revenues for the preceding month. Once the Depreciation Fund reached as amount equal to \$8,500,000.00 (or such lesser amount as represents 10% of proceeds of the Bond drawn) (the "Required Level"), the City shall not be required to make further deposits into the Depreciation Fund; provided, however, that monthly deposits must resume if the amount in Depreciation Fund drops below the Required Level, until such time as the Required Level is once again reached. Moneys in the Depreciation Fund may be used for the purpose of paying the cost of necessary repairs or replacements to the System or for other purposes approved by the Commission. Funds may only be withdrawn from the Depreciation Fund with the prior written consent of the Commission.

Section 13. The City shall assure that (i) not in excess of 10% of the proceeds of the Bond is used for Private Business Use (as defined below) if, in addition, the payment of more than 10% of the principal due on the Bond during the term thereof is, under the terms of the Bond or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed moneys used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the proceeds of the Bond are used for a Private Business Use, and (B) an amount in excess of 5% of the principal due on the Bond during the term thereof is, under the terms of the Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be

derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of the proceeds of the Bond used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project.

The City shall assure that not in excess of 5% of the proceeds of the Bond are used, directly or indirectly, to make or finance a loan to persons other than state or local governmental units.

As used in this Section, "Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

The City covenants that it will not enter into any wholesale water contracts with non-governmental entities or modify existing wholesale water contracts with non-governmental entities if such contracts or modifications of existing contracts will cause a violation of this Section.

Section 14. Any surplus in the Revenue Fund, after making full provision for the payments and deposits described above, may be used at the option of the City for the redemption of the Bond or other System Obligations prior to maturity in accordance with their terms, for betterments or improvements to the System, for a refund to ratepayers or for other lawful purposes. Installments of principal on the Bond shall be prepayable prior to maturity as provided in the form of the Bond set forth in Section 6 of this Ordinance.

Section 15. So long as the Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a pledge of the Revenues on a prior and senior basis to the pledge securing the Bond unless and until there shall have been procured and filed with the Bondholder a statement by an independent certified public accountant not in the regular employ of the City ("Accountant") reciting the opinion that either (i) the Net Revenues (Net Revenues being gross Revenues less operation and maintenance expenses, but not including interest, amortization and depreciation) for the fiscal year preceding the year in which the senior bonds or indebtedness are to be issued were not less than 120% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued, or (ii) the Net Revenues for the fiscal year succeeding the year in which the senior bonds or indebtedness are to be issued are projected to be sufficient in amount, taking into account any enacted System rate increases, to be not less than 120% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued.

So long as the Bond is outstanding, the City shall not issue or attempt to issue any bonds or other indebtedness having or claimed to be entitled to a parity pledge of the Revenues to the pledge securing the Bond unless and until there shall have been procured and filed with the Bondholder a statement by an Accountant reciting the opinion that either (i) the Net Revenues

for the fiscal year preceding the year in which the parity bonds or indebtedness are to be issued were not less than 110% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued, or (ii) the Net Revenues for the fiscal year succeeding the year in which the parity bonds or indebtedness are to be issued are projected to be sufficient in amount, taking into account any enacted System rate increases, to be not less than 110% of the maximum annual debt service requirements (including principal, interest and financing, servicing and administrative fees) on all outstanding System Obligations and the bonds or indebtedness then proposed to be issued.

The additional bonds or other indebtedness, the issuance of which is restricted and conditioned by this Section, shall not be deemed to mean bonds or other indebtedness the security and source of payment of which are subordinate and subject to the priority of the Bond, and such additional bonds and indebtedness may be issued without complying with the terms of this Section.

The provisions of this Section may be waived by the holders of 75% in principal amount of the Bond at any time outstanding.

Section 16. It is covenanted and agreed by the City with the Bondholder and the Commission that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Arkansas and by this Ordinance, including, without limitation, the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, segregating the Revenues and applying them to the respective funds maintained pursuant to this Ordinance.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of the Authorizing Legislation and this Ordinance, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. If the City shall fail to proceed within thirty (30) days after written request shall have been filed by the Bondholder, the Bondholder may proceed to enforce all such provisions.

If there be any default in the payment of the principal of or interest on the Bond, or if the City defaults in any ADFA Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance or in the Bond Purchase Agreement, the Bondholder and the Commission (with respect to covenants contained in the Bond Purchase Agreement) may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State of Arkansas. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon. Any costs of

enforcement of the Bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City. The Servicer may enforce all rights and exercise all remedies available to the Bondholder in the event the Servicing Fee is not paid when due.

Section 17. When the Bond has been executed by the Mayor and City Clerk and the seal of the City impressed thereon as herein provided, it shall be delivered to the Bondholder upon the payment of all or a portion of the purchase price in accordance with the Bond Purchase Agreement. The purchase price shall be deposited, as and when received, in a special account of the City hereby created in a bank that is a member of the Federal Deposit Insurance Corporation and designated the "2024 Water Construction Fund" (the "Construction Fund"). The moneys in the Construction Fund shall be used for accomplishing the Project, paying or reimbursing expenses incidental thereto and paying the expenses of issuing the Bond approved in accordance with the Bond Purchase Agreement. Payments from the Construction Fund shall be by check or voucher signed by the City Clerk or her designee, and drawn on the depository. Each such check or voucher shall briefly specify the purpose of the expenditure.

When the Project has been completed and all required expenses paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Project and the financing thereof, this fact shall be evidenced by a certificate signed by the City Clerk or her designee, and by the consulting engineer, which certificate shall state, among other things, the date of the completion and that all obligations payable from the Construction Fund have been discharged. A copy of the certificate shall be filed with the depository bank, the Bondholder and the Commission.

Disbursements shall be made by the Bondholder for costs of the Project pursuant to written Disbursement Requests as provided in the Bond Purchase Agreement.

Section 18. The terms and provisions of this Ordinance shall constitute a binding contract among the City, the Bondholder and the Commission, and no variation or change in the undertaking herein set forth shall be made while the Bond is outstanding unless consented to in writing by the Bondholder and the Commission.

Section 19. The City covenants and agrees that it will maintain the System in good condition and operate it in an efficient manner and at reasonable cost. The City agrees to keep proper records, books and accounts relating to the operation of the System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the System in accordance with generally accepted government accounting standards. Such books shall be available for inspection by the Bondholder and the Commission, or the agent or the representative of either, at reasonable times and under reasonable circumstances. The City agrees to have these records audited annually. If requested, the City agrees to furnish the audit report with respect to the System to the Bondholder and the Commission.

Section 20. The City agrees that the Bondholder may pledge the Bond as security for the payment of its water system revolving loan fund revenue bonds (the "ADFA Bonds"), and the trustee or municipal bond insurer for the ADFA Bonds may exercise any rights or remedies available to the Bondholder under this Ordinance or the Bond Purchase Agreement while the 006

Bond is pledged and/or the ADFA Bonds are insured. In addition, the City agrees that while the Bond is pledged and/or the ADFA Bonds are insured, copies of all financial information relating to the City and the System shall be furnished to the trustee and/or the municipal insurer for the ADFA Bonds.

Section 21. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Bond and to effect the execution and delivery of the Bond Purchase Agreement, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 22. References in this Ordinance to “Bondholder” shall include the original Bondholder or any registered assign thereof.

Section 23. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Bond.

Section 24. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 25. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

(S E A L)



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: D'Andre Jones, Ward 1, Position 2
FROM: D'Andre Jones, Ward 1, Position 2
Sarah Moore, City Council Member - Ward 1 Position 2
SUBJECT: **Council Members Jones and Moore recommend approval of a resolution to declare a housing crisis within the City of Fayetteville**

RECOMMENDATION:

Council Members Jones and Moore are sponsoring a resolution to declare a housing crisis within the City of Fayetteville.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request - Email confirmation - Council Members Jones and Moore (#3), Agenda Request - Jones and Moore - Housing Crisis (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1811

Council Members Jones and Moore recommend approval of a resolution to declare a housing crisis within the City of Fayetteville

A RESOLUTION TO DECLARE A HOUSING CRISIS IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

WHEREAS, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

WHEREAS, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, veterans, and marginalized communities, leading to social and economic disparities within our city; and

WHEREAS, the COVID-19 pandemic has further exacerbated housing challenges, highlighting the critical need to immediate action to address housing instability and prevent homelessness; and

WHEREAS, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options.

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 declares a housing crisis in the City of Fayetteville, recognizing the urgent need for comprehensive solutions to address housing affordability, availability, and accessibility.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby commits to establishing an ad-hoc Housing Crisis Task Force to be formed within the following guidelines:

1. The Task Force will be formed by the end of the second quarter of 2024;
2. The Task Force will consist of representatives from government agencies, non-profit organizations, renter groups, developers, landlords, and community members;
3. The Task Force will be active for one (1) calendar year following the date of its creation;
4. The City Council reserves the right to extend said term at its discretion.

Section 3: That the City Council of the City of Fayetteville, Arkansas requests that the Mayor expedite the hiring process for a Housing Coordinator position, tasked with coordinating city wide efforts to address housing insecurity, facilitate collaboration among stakeholders, and implement recommendations from the Housing Crisis Task Force upon approval of the City Council.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby commits to working collaboratively with the Housing Coordinator, the Housing Crisis Task Force, and other stakeholders to develop and implement strategies to increase the supply of affordable housing units, streamline the permitting process for affordable housing projects, and explore innovative approaches to address housing insecurity.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to provide additional funding and resources to support local efforts to combat the housing crisis.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby pledges to form regional partnerships with neighboring jurisdictions in developing comprehensive strategies to combat housing insecurities, recognizing the movement of residents and workers across city lines.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby pledges to establish metrics and regularly assess progress in addressing the housing crisis and to adapt strategies as needed to ensure equitable outcomes for all residents in its jurisdiction.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Clerk transmit copies of this resolution to relevant state and federal officials, as well as to local media outlets, community organizations, regional stakeholders, and other relevant entities to raise awareness of the housing crisis and mobilize support for solutions.

Pennington, Blake

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Thursday, March 7, 2024 9:00 AM
To: Pennington, Blake
Cc: Moore, Sarah; Barnes, Stacy
Subject: Re: Resolution to declare housing crisis

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.

Looks good
Sent from my iPhone

On Mar 7, 2024, at 8:47 AM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

Thank you. We still need to confirm Councilmember Jones's approval and then we'll get it in Civic Clerk for the next agenda.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov
<image002.png>

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Thursday, March 7, 2024 8:46 AM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>; D'Andre Jones <dre91732000@gmail.com>
Cc: Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Subject: Re: Resolution to declare housing crisis

This looks good to me and I am on board to cosponsor with Councilmember Jones.

Thanks for putting this together.

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

<image001.png>

Report a concern with SeeClickFix:

<https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix>

Speak up on City projects:

<https://speakup.fayetteville-ar.gov/>

Voice your feedback to the entire Council and Mayor by emailing:

agendaitemcomment@fayetteville-ar.gov

From: Pennington, Blake <bpennington@fayetteville-ar.gov>

Date: Wednesday, March 6, 2024 at 3:17 PM

To: D'Andre Jones <dre91732000@gmail.com>, Moore, Sarah <sarah.moore@fayetteville-ar.gov>

Cc: Barnes, Stacy <sbarnes@fayetteville-ar.gov>

Subject: RE: Resolution to declare housing crisis

Good afternoon, D'Andre and Sarah. We are putting together the tentative agenda which will go out sometime tomorrow. I wanted to follow up with you to confirm 1) sponsorship/co-sponsorship; and 2) whether the draft resolution meets with your approval.

If we are able to resolve both of those questions by this afternoon or tomorrow morning this item will be included in the tentative agenda. If not, it will need to be added at the agenda session next Tuesday.

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

<image005.png>

From: Barnes, Stacy <sbarnes@fayetteville-ar.gov>

Sent: Tuesday, March 5, 2024 3:07 PM

To: D'Andre Jones <dre91732000@gmail.com>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>

Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>

Subject: RE: Resolution to declare housing crisis

Sarah should have received it from Blake before lunch. Please let me know if you both approve or want to make any changes.

From: D'Andre Jones <dre91732000@gmail.com>

Sent: Tuesday, March 5, 2024 10:47 AM

To: Barnes, Stacy <sbarnes@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>

Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>

Subject: Re: Resolution to declare housing crisis

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

Hey Stacy can you add Sarah Moore as a co sponsor!! I have included her in the email.

Sent from my iPhone

On Mar 5, 2024, at 10:43 AM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Attached please find the Resolution you requested be added to the agenda on March 19th. Please let me know if this meets your approval so I can get it added. Thanks!

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](#)

<image006.png>

<RES - Declare a Housing Crisis within the City.docx>

AGENDA REQUEST FORM

FOR: Council Meeting of March 19, 2024

FROM: Council Member D’Andre Jones
Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO DECLARE A HOUSING CRISIS WITHIN THE CITY OF FAYETTEVILLE

APPROVED FOR AGENDA:

<u>Approved by email</u>	<u>3/7/2024</u>
City Council Member	Date
D’Andre Jones	

<u>Approved by email</u>	<u>3/7/2024</u>
City Council Member	Date
Sarah Moore	

<u><i>Blake Pennington</i></u>	<u>March 7, 2024</u>
Blake Pennington	Date
Senior Assistant City Attorney	
Approved as to form	



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Council Member Mike Wiederkehr
Council Member Holly Hertzberg
Council Member Teresa Turk
Council Member Sarah Bunch
Council Member Scott Berna

SUBJECT: Resolution to Summarize Actions Taken and Anticipated to Support Housing Production in the City of Fayetteville

RECOMMENDATION:

Council Members Wiederkehr, Hertzberg, Turk, Bunch, and Berna recommend approval of a resolution summarizing the actions taken and anticipated to support housing production in the City of Fayetteville.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Packet - Housing Production (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1817

Resolution to Summarize Actions Taken and Anticipated to Support Housing Production in the City of Fayetteville

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes that housing is both a commodity financed by private capital investment, a universal human need, and a cornerstone of community well-being; and

WHEREAS, in the decade of the 1980s federal funding for the Department of Housing & Urban Development was reduced by 40%, funding for Assistance to Local Government was reduced by 60%, funding for Public Housing & Section 8 Rental Assistance was reduced by 50%, CDBG funding was reduced by 30%, and Federal Grants to Large Cities was reduced by 35%; and

WHEREAS, in 2008 the unraveling of subprime mortgage lending led to worldwide financial instability, the reduction in mortgage lending, and the collapse of the housing market which led to the loss of roughly three years of housing production in the United States, which cascaded into the reduction in the labor pool for housing construction as workers gravitated to other fields of employment, resulting in increased competition for housing construction labor; and

WHEREAS, the onset of a worldwide pandemic in 2020 led to the disruption of supply chains and labor forces which resulted in significant shortages in construction materials while simultaneously impacting the market prices for those materials which were available; and

WHEREAS, during the past two decades our beloved University of Arkansas experienced an increase in enrollment from 15,000 students to 32,000 while only being able to add 1,000 on-campus dorm beds; and

WHEREAS, current housing purchase and rental prices are indicative that housing production has not kept pace with population growth and market demand; and

WHEREAS, sufficient housing is both desirable from a humanistic perspective as well as an important part of Fayetteville's ongoing economic vitality; and

WHEREAS, the City of Fayetteville has responded by both taking significant proactive measures and planning further additional steps to support and nurture the private markets' production of housing in a multitude of forms for the benefit of both existing and future residents; and

WHEREAS, the steps the City has taken to date include but are not limited to the following:

- Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing \$337,000 in maintenance funding to that facility, and providing an additional \$801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;
- Investing \$1,000,000 for public infrastructure as a cost share with Partners for Better Housing on the Willow Bend project;
- Administering the Community Development Block Grant (CDBG) program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;
- Committing \$1,630,000 of American Rescue Plan Act funds for a consortium of partnering organizations to address housing instability in Fayetteville;
- Administering CDBG funding for a housing rehabilitation/repair program for low income residents and seniors as one intervention to both maintain existing housing stock and help prevent residents becoming homelessness;
- Administering the Hearth Program, which has provided \$2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute \$50,000 for both cold weather and warm weather services during 2024;
- Funding and administering a permit-ready building design program which is ready to be implemented that will reduce design costs of residential construction for property owners in a 320 acre program area;
- Providing funds for consideration of infrastructure cost shares to promote appropriate infill in portions of the city.
- Adopting the most liberal Accessory Dwelling Unit standards in the State of Arkansas, if not the entire nation;
- Codifying the creation of Cluster Housing developments such that up to 12 smaller dwellings rather than the national standard of 7 to 8 units may share parking courts and open space;
- Budgeting for the update of our Downtown Strategic Plan with an eye towards the provision of mixed-use developments with greater downtown housing density;
- Initiating the 71B Corridor Rezoning Project, with more than 500 land parcels under consideration, which aims to add housing in all its forms but especially mixed use and multifamily housing, as a use-by-right where it is currently precluded under existing land use regulations, thus providing an unprecedented opportunity for Fayetteville residents to access more housing options, walkable neighborhoods, mass transit, and safety improvements;
- Increasing the staff that ensure life safety standards are met while providing for the time sensitive processing of entitlement applications and the review and approval of construction

documents by building safety, engineering, planning, inspection, and other development related support staff;

- Participating fully in the regional activities and initiatives of the Northwest Arkansas Council, Groundwork – the NWA Council’s Workforce Housing Center, the Northwest Arkansas Regional Planning Commission, the Continuum of Care, and the NWA Urban Land Institute’s educational programs, to name a few; and
- Approving the zoning for and entitling the development of several thousand (estimated between 2,000 and 4,000) dwelling units which are not yet under construction due to current interest rates but which the city is ready to plan check and permit when developers are ready.

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 acknowledges that municipal governments in Arkansas cannot contribute funds for the private production of housing, but that we nonetheless desire a full range of housing stock in a variety of forms and price points such that our residents may more readily find clean, safe, and affordable housing to purchase or rent within our beloved community.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that housing prices are one half of the affordability equation, and that income levels are the other half of all affordability ratio measures, and to this end we have already funded \$2,000,000 towards childcare and \$2,000,802 towards job training from our ARPA funding so that our residents would have the opportunity to pursue higher paying employment for the long-term betterment of their families.

Section 3: That the City Council of the City of Fayetteville, Arkansas will be considering the results of a fee study in the near future, and will likely have the opportunity to appropriately adjust planning, engineering, and development services related fees which have not been adjusted in 17 years, and because these are fees and not taxes, any new resulting revenues must be reinvested in supporting the very means of delivering planning, entitlement processing, plan review, and inspection services to the benefit of housing production.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby reaffirms our desire to continue working with and through all our regional partners, stakeholders, commissions, boards, committees, neighborhood groups, residents, and staff with the goal of adequate housing availability.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to restore programmatic funding for the creation of housing which was lost in the 1980s.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that, because the shortage in housing is both national and regional, we desire to form regional partnerships with neighboring jurisdictions with the goal of developing meaningful and practical strategies to nurture the creation of housing, recognizing that all people have intrinsic value and universal needs regardless of

their current living location.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby pledges to act in the best interest of our community, to responsibly utilize the resources within our control such that we balance the long-term environmental wellbeing of our residents with the need for housing, to consider the needs of our least fortunate citizens when considering opportunities for diverse housing which provides families with viable choices for meeting this foundational need.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that ambiguity deters investment, and that if the enhanced speed of housing development review decisions is the practical desire, the most beneficial positions to add would be a City Engineer, Deputy Director of Development Services, Planner, Inspector, or Plan Checker, but as all staff report to the Mayor and not the City Council, any such position would need to be funded via updated development fees appropriated by Council and left to the administration to implement.

AGENDA REQUEST FORM

FOR: Council Meeting of March 19, 2024

FROM: Council Member Mike Wiederkehr
Council Member Holly Hertzberg
Council Member Teresa Turk
Council Member Sarah Bunch
Council Member Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

APPROVED FOR AGENDA:


City Council Member Mike Wiederkehr

3-11-24
Date

Approved by email
City Council Member Holly Hertzberg

3/12/24
Date

Approved by email
City Council Member Teresa Turk

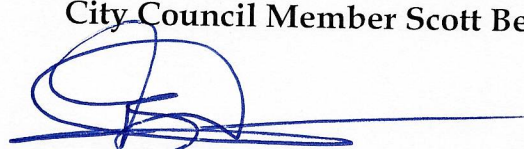
3/12/24
Date

Approved by email
City Council Member Sarah Bunch

3/11/24
Date


City Council Member Scott Berna

3/12/24
Date


Blake Pennington, Sr. Asst. City Attorney
Approved as to form

3/12/24
Date

Pennington, Blake

From: Hertzberg, Holly
Sent: Tuesday, March 12, 2024 9:58 AM
To: Pennington, Blake
Subject: Re: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

I approve of the draft. Thank you!

Holly

On Mar 11, 2024 at 3:58 PM, <[Blake Pennington](#)> wrote:

Good afternoon, Council Members:

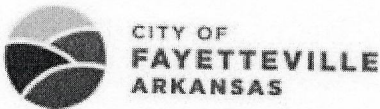
Attached is what I believe is the final draft of a resolution summarizing actions taken and anticipated to support housing production in the City of Fayetteville along with an agenda request form.

You can either sign and return the agenda request form to me or indicate your approval of the draft by email. If you approve by email I'll indicate that on the agenda request form and attach your approval email.

Please let me know if you have 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



Pennington, Blake

From: Bunch, Sarah
Sent: Monday, March 11, 2024 7:10 PM
To: Pennington, Blake
Subject: Re: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

Blake I tried to do auto sign on my phone, but I am unsure it worked. Please accept this as my notification of support and my desire to co-sponsor.

Sarah Bunch
Sent from my iPhone

On Mar 11, 2024, at 3:58 PM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

Good afternoon, Council Members:

Attached is what I believe is the final draft of a resolution summarizing actions taken and anticipated to support housing production in the City of Fayetteville along with an agenda request form.

You can either sign and return the agenda request form to me or indicate your approval of the draft by email. If you approve by email I'll indicate that on the agenda request form and attach your approval email.

Please let me know if you have 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
<image001.png>

<AGENDA REQUEST - Res Actions Supporting Housing - Council Members Wiederkehr, Hertzberg, Turk, Bunch, and Berna.pdf>

Pennington, Blake

From: Turk, Teresa
Sent: Tuesday, March 12, 2024 10:17 AM
To: Pennington, Blake
Cc: Wiederkehr, Mike
Subject: Re: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

Blake,
Please add my name to co-sponsors to the resolution.

Thank you,
Teresa

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, March 11, 2024 3:58 PM
To: Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>
Subject: Res - Actions Taken and Anticipated to Support Housing Production in Fayetteville

Good afternoon, Council Members:

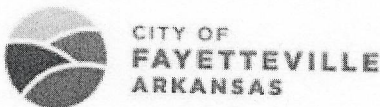
Attached is what I believe is the final draft of a resolution summarizing actions taken and anticipated to support housing production in the City of Fayetteville along with an agenda request form.

You can either sign and return the agenda request form to me or indicate your approval of the draft by email. If you approve by email I'll indicate that on the agenda request form and attach your approval email.

Please let me know if you have 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



RESOLUTION NO. _____

A RESOLUTION TO SUMMARIZE ACTIONS TAKEN AND ANTICIPATED TO SUPPORT HOUSING PRODUCTION IN THE CITY OF FAYETTEVILLE

WHEREAS, the City recognizes that housing is both a commodity financed by private capital investment, a universal human need, and a cornerstone of community well-being; and

WHEREAS, in the decade of the 1980s federal funding for the Department of Housing & Urban Development was reduced by 40%, funding for Assistance to Local Government was reduced by 60%, funding for Public Housing & Section 8 Rental Assistance was reduced by 50%, CDBG funding was reduced by 30%, and Federal Grants to Large Cities was reduced by 35%; and

WHEREAS, in 2008 the unraveling of subprime mortgage lending led to worldwide financial instability, the reduction in mortgage lending, and the collapse of the housing market which led to the loss of roughly three years of housing production in the United States, which cascaded into the reduction in the labor pool for housing construction as workers gravitated to other fields of employment, resulting in increased competition for housing construction labor; and

WHEREAS, the onset of a worldwide pandemic in 2020 led to the disruption of supply chains and labor forces which resulted in significant shortages in construction materials while simultaneously impacting the market prices for those materials which were available; and

WHEREAS, during the past two decades our beloved University of Arkansas experienced an increase in enrollment from 15,000 students to 32,000 while only being able to add 1,000 on-campus dorm beds; and

WHEREAS, current housing purchase and rental prices are indicative that housing production has not kept pace with population growth and market demand; and

WHEREAS, sufficient housing is both desirable from a humanistic perspective as well as an important part of Fayetteville's ongoing economic vitality; and

WHEREAS, the City of Fayetteville has responded by both taking significant proactive measures and planning further additional steps to support and nurture the private markets' production of housing in a multitude of forms for the benefit of both existing and future residents; and

WHEREAS, the steps the City has taken to date include but are not limited to the following:

- Entering into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing \$337,000 in maintenance funding to that facility, and providing an additional \$801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024;
- Investing \$1,000,000 for public infrastructure as a cost share with Partners for Better Housing on the Willow Bend project;
- Administering the Community Development Block Grant (CDBG) program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;

- Committing \$1,630,000 of American Rescue Plan Act funds for a consortium of partnering organizations to address housing instability in Fayetteville;
- Administering CDBG funding for a housing rehabilitation/repair program for low income residents and seniors as one intervention to both maintain existing housing stock and help prevent residents becoming homelessness;
- Administering the Hearth Program, which has provided \$2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;
- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute \$50,000 for both cold weather and warm weather services during 2024;
- Funding and administering a permit-ready building design program which is ready to be implemented that will reduce design costs of residential construction for property owners in a 320 acre program area;
- Providing funds for consideration of infrastructure cost shares to promote appropriate infill in portions of the city.
- Adopting the most liberal Accessory Dwelling Unit standards in the State of Arkansas, if not the entire nation;
- Codifying the creation of Cluster Housing developments such that up to 12 smaller dwellings rather than the national standard of 7 to 8 units may share parking courts and open space;
- Budgeting for the update of our Downtown Strategic Plan with an eye towards the provision of mixed-use developments with greater downtown housing density;
- Initiating the 71B Corridor Rezoning Project, with more than 500 land parcels under consideration, which aims to add housing in all its forms but especially mixed use and multifamily housing, as a use-by-right where it is currently precluded under existing land use regulations, thus providing an unprecedented opportunity for Fayetteville residents to access more housing options, walkable neighborhoods, mass transit, and safety improvements;
- Increasing the staff that ensure life safety standards are met while providing for the time sensitive processing of entitlement applications and the review and approval of construction documents by building safety, engineering, planning, inspection, and other development related support staff;
- Participating fully in the regional activities and initiatives of the Northwest Arkansas Council, Groundwork – the NWA Council’s Workforce Housing Center, the Northwest Arkansas Regional Planning Commission, the Continuum of Care, and the NWA Urban Land Institute’s educational programs, to name a few; and
- Approving the zoning for and entitling the development of several thousand (estimated between 2,000 and 4,000) dwelling units which are not yet under construction due to current interest rates but which the city is ready to plan check and permit when developers are ready.

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 acknowledges that municipal governments in Arkansas cannot contribute funds for the private production of housing, but that we nonetheless desire a full range of housing stock in a variety of forms and price points such that our residents may more readily find clean, safe, and affordable housing to purchase or rent within our beloved community.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that housing prices are one half of the affordability equation, and that income levels are the other half of all affordability ratio measures, and to this end we have already funded \$2,000,000 towards childcare and \$2,000,802 towards job training from our ARPA funding so that our residents would have the opportunity to pursue higher paying employment for the long-term betterment of their families.

Section 3: That the City Council of the City of Fayetteville, Arkansas will be considering the results of a fee study in the near future, and will likely have the opportunity to appropriately adjust planning, engineering, and development services related fees which have not been adjusted in 17 years, and because these are fees and not taxes, any new resulting revenues must be reinvested in supporting the very means of delivering planning, entitlement processing, plan review, and inspection services to the benefit of housing production.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby reaffirms our desire to continue working with and through all our regional partners, stakeholders, commissions, boards, committees, neighborhood groups, residents, and staff with the goal of adequate housing availability.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby calls upon state and federal lawmakers to restore programmatic funding for the creation of housing which was lost in the 1980s.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that, because the shortage in housing is both national and regional, we desire to form regional partnerships with neighboring jurisdictions with the goal of developing meaningful and practical strategies to nurture the creation of housing, recognizing that all people have intrinsic value and universal needs regardless of their current living location.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby pledges to act in the best interest of our community, to responsibly utilize the resources within our control such that we balance the long-term environmental wellbeing of our residents with the need for housing, to consider the needs of our least fortunate citizens when considering opportunities for diverse housing which provides families with viable choices for meeting this foundational need.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby acknowledges that ambiguity deters investment, and that if the enhanced speed of housing development review decisions is the practical desire, the most beneficial positions to add would be a City Engineer, Deputy Director of Development Services, Planner, Inspector, or Plan Checker, but as all staff report to the Mayor and not the City Council, any such position would need to be funded via updated development fees appropriated by Council and left to the administration to implement.

PASSED and **APPROVED** this 19th day of March, 2024.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: Revisions to Section 39.10 Water and Wastewater Damage Claims

RECOMMENDATION:

This memorandum requests revisions to the Water and Wastewater Damage Claims Ordinance which I feel will benefit the residents as well as city staff. This ordinance was recently amended in September of this year to enable the City Council to exceed the \$50,000 cap on payments if the damage was a result of a 36-inch or larger water pipe.

BACKGROUND:

The biggest driver to this request is because of the rising costs of labor and materials we have been experiencing. In today's economy, the current \$50,000 ceiling does not provide the funds to repair the damage of the substantial water leak and sewage overflows in the City's efforts to facilitate repair of the homeowner's damage. This is true even for the smaller diameter piping incidents.

Under the authorization of payments, I feel that the Utilities Director should be permitted to authorize up to \$35,000 for a claim. This is in alignment with the dollar amount threshold before a purchase must be approved by the City Council. Additionally, I suggest the ordinance be changed to where the Mayor can authorize a greater amount up to \$50,000, and a maximum of \$100,000 by the Mayor's recommendation and a two-thirds majority approval by the City Council.

DISCUSSION:

In addition to funding requests, there are additional items the Utilities Department would like to be considered or amended in the current ordinance.

1. To mitigate further damage during a water or sewage damage incident, the Utilities Director would like to reserve the right to immediately hire (within hours) a remediation service to begin cleaning up the water or sewage that has accumulated in a residence, as well as begin drying the floors and walls with fans and dehumidifiers. This will reduce damage and potentially reduce the repair costs. The cost of the remediation will be added to the total cost of the repairs and factored into the maximum amount allowed for the incident.
2. The Ten States Standards of the Recommended Standards for Wastewater Facilities, 2014 Edition, states, "Homes or buildings where the lowest elevation to have gravity sewer service is less than 1 foot above the cover of either the first upstream or downstream manhole on the sewer main shall have a cleanout with a pop-up type, non-locking cover at an elevation no less than 6-inches below the lowest sanitary facility in the structure." Following this recommendation of installing a backflow preventor would reduce the amount of sewage overflowing into a residence. Remediation outside the structure would be far less expensive. The

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

discussion needed with this request is whether a residence constructed before this standard was implemented is “grandfathered” and exempt.

3. Following a sewage damage claim, the city will require the claimant to install a backflow preventor to prevent damage from a subsequent overflow. Failure to do so may result in the denial of any future damage claims.

4. There should only be one claim filed per structure per incident, regardless if the resident is a renting tenant who does not own the property. Typically, the owner files a damage claim.

5. The language should be clearer pertaining to when the City may wish to retain an experienced and competent adjuster and then rely upon such adjuster’s professional analysis to establish possible compensation. This will remove the requirement for each claimant to obtain bids or quotes for all items damaged by water and sewage issues. Additionally, this will reduce the lengthy staff time that is currently employed in processing claims.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3), Kit Williams Memo and Ordinance Changes Jan 2024 (#4), Memo with 39.10 and 39.11 (#5), EXHIBIT A - 39.10 and 39.11 Code Changes (#6)

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Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1790

Revisions to Section 39.10 Water and Wastewater Damage Claims

AN ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS AND §39.11 DAMAGE CLAIMS OTHER THAN WATER AND WASTEWATER DAMAGE CLAIMS OF THE FAYETTEVILLE CODE TO INCREASE THE AMOUNT OF COMPENSATION THAT THE CITY COUNCIL CAN AWARD

WHEREAS, the City of Fayetteville is authorized to pay reasonable claims of citizens damaged by water and sewer infrastructure problems and uninsured city vehicles, equipment, infrastructure and personnel even though statutory sovereign immunity protects our taxpayers for such unintentional, actions even if negligent; and

WHEREAS, a dozen years have passed since these code sections were enacted by the City Council and recent inflationary pressures necessitate an increase in the City Council's authority to grant reasonable compensation for appropriate claims.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 39.10 and § 39.11 of the *Fayetteville Code* to increase the City Council's authority to grant reasonable compensation to citizens whose property have been damaged by City infrastructure or personnel by repealing the current § 39.10 and § 39.11 and by enacting new § 39.10 and § 39.11 as shown on Exhibit A attached to this ordinance to more properly compensate a person whose property has been damaged.

City of Fayetteville Staff Review Form

2024-1790

Item ID

3/19/2024

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

Tim Nyander

2/28/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Utilities staff requests revisions to Section 39.10 Water and Wastewater Damage Claims of the Fayetteville City Code.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

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:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Susan Norton**, Chief of Staff
Tim Nyander, Utilities Director

FROM: **Kit Williams**, City Attorney

DATE: **January 25, 2024**

RE: **Amendments to § 39.10 and § 39.11 Claims**

I received Tim's proposed amendments for § 39.10 **Water and Wastewater Damage Claims** and rewrote proposed new sections (B)(5) and (6) for brevity and clarity. I did not change the proposed dollar amounts amendments in (C)(4). I did shorten and clarify (C)(5). § 39.10(C)(5) never did require claimants to submit bids or quotes (that was probably your SOP), so we do not need to mention them. We did and still do require documentary evidence of insurance coverage in (C)(3).

§ 39.10 and § 39.11 **Damage Claims Other Than Water and Wastewater Damage Claims** were drafted together, mirrored each other for allowed compensation amounts, and enacted together. To continue this uniformity, I believe we should increase the allowed compensation authorized in § 39.11(C)(4) to the identical levels in § 39.10(C)(4).

Attached please find my proposed amendments to both Code sections in red.

39.10 Water And Wastewater Damage Claims

(A) *Establishment of Property Damage Claim Compensation Policy.*

- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims proximately caused by a failure of the municipally owned water or wastewater infrastructure system that results in a trespass into and damage to private property.

(B) *Requirements for Property Damage Claims To Be Eligible for Compensation.*

- (1) The cause of the damage must be directly attributed to a failure of municipal infrastructure owned and operated by the Fayetteville Water and Wastewater utility, and cannot be associated with or caused by a private sewer or water connection or service line.
- (2) The failure must not be caused by factors beyond the city's control such as loss of electrical service; flooding of its infrastructure; acts of third parties; failure of claimants to properly maintain protective devices (back flow valves, check valves, clean out caps, etc.); acts of God; and other circumstances beyond the city's control.
- (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of property damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Utilities Director of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.
- (4) When a possible water leak claim has been promptly called to the attention of water and sewer staff who initially could not detect or determine the cause of such leak which then caused the property owner to invest in sump pumps and/or other reasonable measures to protect its property, compensation for such property damage prevention efforts may be paid pursuant to this article if a compensable water leak is later discovered or confirmed by city staff.
- (5) A property owner requesting compensation due to a sewer overflow shall install at the property owner's expense an approved sewer backflow prevention device prior to receiving city compensation for such sewer overflow.
- (6) City staff is authorized to promptly hire a remediation/mitigation service for a likely compensable water or sewer claim. The City shall pay for this cost as part of the entire cost of the compensable claim. A property owner's refusal or hinderance of this remediation/mitigation service shall reduce or even eliminate the property owner's damage claim.

(C) *Limitation of Any Compensation That Might Be Paid.*

- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
- (2) Compensation which may be paid for damage to property shall be limited to the cost of cleaning or repair of the damage or, in the event that the cost of cleaning or repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than cleaning, repair or replacement of property, and, in extreme cases, dislocation expenses not to exceed three (3) days.
- (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any

subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.

- (4) The Utilities Department Director may not authorize any payment greater than **\$35,000.00** for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than **\$35,000.00** by resolution, but in no case shall the city pay more than **\$50,000.00** pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds ($\frac{2}{3}$) majority approves an exemption from the **\$50,000.00** damage cap and approves a payment up to **\$100,000.00**.
 - (5) ~~If damage to a residential or commercial property is caused by the failure or rupture of a 36-inch or greater pressurized water transmission line and water from such failure or rupture causes such catastrophic damage to residential or commercial property that exceeds the \$50,000.00 limit of §39.10(C)(4), such claim should be investigated and reviewed by an experienced and competent insurance adjuster hired by the city who shall report and certify to the City Council the estimated total amount of loss actually suffered by such claimant. The City Council may rely on such certified estimate and by two-thirds ($\frac{2}{3}$) vote may then decide to authorize payment to the claimant up to \$100,000.00 as a further exemption from the normal \$25,000.00 damage cap.~~
 - (5) **The Water and Sewer Utility Department is empowered and authorized to hire and rely upon an experienced insurance adjustor's professional analysis to establish reasonable compensation for any claim.**
 - (6) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303 nor the claims procedure and limitations to comply with that state law.
- (D) *Discretion of the City.*
- (1) The city acting through its Utilities Department Director has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.
- (E) *Release Required if Compensation Paid.*
- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.

(Ord. No. 5504, 6-5-12; Ord. No. 5938 , §1, 12-20-16; Ord. No. 6576 , §1, 6-21-22; Ord. No. 6684 , §1, 9-19-23)

39.11 Damage Claims Other Than Water And Wastewater Damage Claims

- (A) *Establishment of Property Damage Claim Compensation Policy.*
- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims (other than water and wastewater) proximately caused by uninsured city vehicles, equipment, infrastructure, or personnel activities. Claims relating to city vehicles which are insured shall be handled by the city's insurance adjustor (currently the Municipal League) except that very small property damage claims may be voluntarily paid by the city if a full release is obtained.
- (B) *Requirements for Property Damage Claims to Be Eligible for Compensation.*

-
- (1) The cause of the damage must be directly attributed to a malfunction of such uninsured vehicle or equipment, neglect or misuse of such equipment by city personnel, dangerous disrepair of city infrastructure, or other similar situation.
 - (2) Any problem with the city's infrastructure that causes damage must not have been caused by factors beyond the city's control such as floods, tornados, ice storms or other acts of God, nor by acts of third parties, nor by the failure of a claimant to act in a reasonably prudent manner.
 - (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Chief of Staff of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.
- (C) *Limitation of Any Compensation That Might Be Paid.*
- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
 - (2) Compensation which may be paid for damage to property shall be limited to the cost of repair of the damage or, in the event that the cost of repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than repair or replacement of property.
 - (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.
 - (4) The Chief of Staff may not authorize any payment greater than \$35,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than \$35,000.00 by resolution, but in no case shall the city pay more than \$50,000.00 pursuant to this claims procedure for a damage claim unless in an extraordinary case the Mayor recommends and the City Council by two-thirds (⅔) majority approves an exemption from this \$50,000.00 damage cap and approves a payment up to \$100,000.00.
 - (5) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303, nor the claims procedure and limitations to comply with that state law.
- (D) *Discretion of the City.*
- (1) The city acting through its Chief of Staff has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.
 - (2) The city does not waive its sovereign immunity by considering whether or not to voluntarily pay any portion of a damage claim submitted for review under this section. The decision of the city is final and unappealable to any court.
- (E) *Release Required if Compensation Paid.*
- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



TO: **Mayor**
City Council

CC: **Susan Norton**, Chief of Staff
Tim Nyander, Utilities Director
Paul Becker, Chief Financial Officer

FROM: **Kit Williams**, City Attorney

DATE: **February 28, 2024**

RE: **Amendments to § 39.10 and § 39.11 Claims**

I consulted and worked with Utilities Director Tim Nyander and Chief of Staff Susan Norton to update § 39.10 **Water and Wastewater Damage Claims**. Tim sought an increase in his authority to pay \$35,000 and then authorizing the Mayor and City Council to increase damage payments to \$50,000 and in extreme cases up to \$100,000 with two thirds vote by the City Council. With Chief of Staff Susan Norton's approval, these proposed changes have been drafted into § 39.10.

To protect the City's rate payers, a new provision requires that any property owner seeking compensation for sewer backup damages would have to install a sewer backflow preventer prior to receiving compensation from the City. This should prevent future interior sewer backup damages from a known dangerous location. The new section also explicitly allows the City to promptly hire a remediation/mitigation service for a likely compensable water or sewer claim to prevent continuing and increasing damage from the water or sewer overflow.

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

The Water and Sewer Utility Department is also “empowered and authorized to hire and rely upon an experienced insurance adjustor’s professional analysis to establish reasonable compensation for any claim.”

§ 39.10 and § 39.11 **Damage Claims Other Than Water and Wastewater Damage Claims** were created and enacted together and mirrored each other in allowing certain amounts of compensation to be allowed for a substantiated claim. We, therefore, have proposed amending § 39.11 to match the new levels of compensation for § 39.10.

These compensation code sections were originally suggested and drafted by my office both to create a more consistent and fair compensation system and to avoid an *Equal Protection of the Law* legal challenge that a purely ad hoc compensation system might inspire. With increased labor, equipment and pipe costs, this change is needed to give Tim and Susan as well as the Mayor and Council enough authority to properly compensate damaged citizens.



39.10 Water And Wastewater Damage Claims

(A) *Establishment of Property Damage Claim Compensation Policy.*

- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims proximately caused by a failure of the municipally owned water or wastewater infrastructure system that results in a trespass into and damage to private property.

(B) *Requirements for Property Damage Claims To Be Eligible for Compensation.*

- (1) The cause of the damage must be directly attributed to a failure of municipal infrastructure owned and operated by the Fayetteville Water and Wastewater utility, and cannot be associated with or caused by a private sewer or water connection or service line.
- (2) The failure must not be caused by factors beyond the city's control such as loss of electrical service; flooding of its infrastructure; acts of third parties; failure of claimants to properly maintain protective devices (back flow valves, check valves, clean out caps, etc.); acts of God; and other circumstances beyond the city's control.
- (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of property damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Utilities Director of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.
- (4) When a possible water leak claim has been promptly called to the attention of water and sewer staff who initially could not detect or determine the cause of such leak which then caused the property owner to invest in sump pumps and/or other reasonable measures to protect its property, compensation for such property damage prevention efforts may be paid pursuant to this article if a compensable water leak is later discovered or confirmed by city staff.

(C) *Limitation of Any Compensation That Might Be Paid.*

- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
- (2) Compensation which may be paid for damage to property shall be limited to the cost of cleaning or repair of the damage or, in the event that the cost of cleaning or repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than cleaning, repair or replacement of property, and, in extreme cases, dislocation expenses not to exceed three (3) days.
- (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.
- (4) The Utilities Department Director may not authorize any payment greater than \$10,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than \$10,000.00 by resolution, but in no case shall the city pay more than \$25,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence

unless in an extraordinary case the Mayor recommends and the City Council by two-thirds ($\frac{2}{3}$) majority approves an exemption from the \$25,000.00 damage cap and approves a payment up to \$50,000.00.

- (5) If damage to a residential or commercial property is caused by the failure or rupture of a 36-inch or greater pressurized water transmission line and water from such failure or rupture causes such catastrophic damage to residential or commercial property that exceeds the \$50,000.00 limit of §39.10(C)(4), such claim should be investigated and reviewed by an experienced and competent insurance adjuster hired by the city who shall report and certify to the City Council the estimated total amount of loss actually suffered by such claimant. The City Council may rely on such certified estimate and by two-thirds ($\frac{2}{3}$) vote may then decide to authorize payment to the claimant up to \$100,000.00 as a further exemption from the normal \$25,000.00 damage cap.

- (6) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303 nor the claims procedure and limitations to comply with that state law.

(D) *Discretion of the City.*

- (1) The city acting through its Utilities Department Director has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.

(E) *Release Required if Compensation Paid.*

- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.

(Ord. No. 5504, 6-5-12; Ord. No. 5938, §1, 12-20-16; Ord. No. 6576, §1, 6-21-22; Ord. No. 6684, §1, 9-19-23)

39.11 Damage Claims Other Than Water And Wastewater Damage Claims

(A) *Establishment of Property Damage Claim Compensation Policy.*

- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims (other than water and wastewater) proximately caused by uninsured city vehicles, equipment, infrastructure, or personnel activities. Claims relating to city vehicles which are insured shall be handled by the city's insurance adjuster (currently the Municipal League) except that very small property damage claims may be voluntarily paid by the city if a full release is obtained.

(B) *Requirements for Property Damage Claims to Be Eligible for Compensation.*

- (1) The cause of the damage must be directly attributed to a malfunction of such uninsured vehicle or equipment, neglect or misuse of such equipment by city personnel, dangerous disrepair of city infrastructure, or other similar situation.
- (2) Any problem with the city's infrastructure that causes damage must not have been caused by factors beyond the city's control such as floods, tornados, ice storms or other acts of God, nor by acts of third parties, nor by the failure of a claimant to act in a reasonably prudent manner.
- (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Chief of Staff of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.

(C) *Limitation of Any Compensation That Might Be Paid.*

-
- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
 - (2) Compensation which may be paid for damage to property shall be limited to the cost of repair of the damage or, in the event that the cost of repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than repair or replacement of property.
 - (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.
 - (4) The Chief of Staff may not authorize any payment greater than \$10,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than \$10,000.00 by resolution, but in no case shall the city pay more than \$25,000.00 pursuant to this claims procedure for a damage claim unless in an extraordinary case the Mayor recommends and the City Council by two-thirds ($\frac{2}{3}$) majority approves an exemption from this \$25,000.00 damage cap and approves a payment up to \$50,000.00.
 - (5) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303, nor the claims procedure and limitations to comply with that state law.
- (D) *Discretion of the City.*
- (1) The city acting through its Chief of Staff has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.
 - (2) The city does not waive its sovereign immunity by considering whether or not to voluntarily pay any portion of a damage claim submitted for review under this section. The decision of the city is final and unappealable to any court.
- (E) *Release Required if Compensation Paid.*
- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.

(Ord. No. 5505, 6-5-12; Ord. No. 6576 , §§ 1, 2, 6-21-22)

EXHIBIT A

39.10 Water And Wastewater Damage Claims

(A) *Establishment of Property Damage Claim Compensation Policy.*

- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims proximately caused by a failure of the municipally owned water or wastewater infrastructure system that results in a trespass into and damage to private property.

(B) *Requirements for Property Damage Claims To Be Eligible for Compensation.*

- (1) The cause of the damage must be directly attributed to a failure of municipal infrastructure owned and operated by the Fayetteville Water and Wastewater utility, and cannot be associated with or caused by a private sewer or water connection or service line.
- (2) The failure must not be caused by factors beyond the city's control such as loss of electrical service; flooding of its infrastructure; acts of third parties; failure of claimants to properly maintain protective devices (back flow valves, check valves, clean out caps, etc.); acts of God; and other circumstances beyond the city's control.
- (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of property damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Utilities Director of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.
- (4) When a possible water leak claim has been promptly called to the attention of water and sewer staff who initially could not detect or determine the cause of such leak which then caused the property owner to invest in sump pumps and/or other reasonable measures to protect its property, compensation for such property damage prevention efforts may be paid pursuant to this article if a compensable water leak is later discovered or confirmed by city staff.
- (5) A property owner requesting compensation due to a sewer overflow shall install at the property owner's expense an approved sewer backflow prevention device prior to receiving city compensation for such sewer overflow.
- (6) City staff is authorized to promptly hire a remediation/mitigation service for a likely compensable water or sewer claim. The City shall pay for this cost as part of the entire cost of the compensable claim. A property owner's refusal or hinderance of this remediation/mitigation service shall reduce or even eliminate the property owner's damage claim.

(C) *Limitation of Any Compensation That Might Be Paid.*

- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
- (2) Compensation which may be paid for damage to property shall be limited to the cost of cleaning or repair of the damage or, in the event that the cost of cleaning or repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than cleaning, repair or replacement of property, and, in extreme cases, dislocation expenses not to exceed three (3) days.
- (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any

subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.

- (4) The Utilities Department Director may not authorize any payment greater than \$35,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than \$35,000.00 by resolution, but in no case shall the city pay more than \$50,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds ($\frac{2}{3}$) majority approves an exemption from the \$50,000.00 damage cap and approves a payment up to \$100,000.00.
 - (5) The Water and Sewer Utility Department is empowered and authorized to hire and rely upon an experienced insurance adjustor's professional analysis to establish reasonable compensation for any claim.
 - (6) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303 nor the claims procedure and limitations to comply with that state law.
- (D) *Discretion of the City.*
- (1) The city acting through its Utilities Department Director has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.
- (E) *Release Required if Compensation Paid.*
- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.
- (Ord. No. 5504, 6-5-12; Ord. No. 5938 , §1, 12-20-16; Ord. No. 6576 , §1, 6-21-22; Ord. No. 6684 , §1, 9-19-23)

39.11 Damage Claims Other Than Water And Wastewater Damage Claims

- (A) *Establishment of Property Damage Claim Compensation Policy.*
- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims (other than water and wastewater) proximately caused by uninsured city vehicles, equipment, infrastructure, or personnel activities. Claims relating to city vehicles which are insured shall be handled by the city's insurance adjustor (currently the Municipal League) except that very small property damage claims may be voluntarily paid by the city if a full release is obtained.
- (B) *Requirements for Property Damage Claims to Be Eligible for Compensation.*
- (1) The cause of the damage must be directly attributed to a malfunction of such uninsured vehicle or equipment, neglect or misuse of such equipment by city personnel, dangerous disrepair of city infrastructure, or other similar situation.
 - (2) Any problem with the city's infrastructure that causes damage must not have been caused by factors beyond the city's control such as floods, tornados, ice storms or other acts of God, nor by acts of third parties, nor by the failure of a claimant to act in a reasonably prudent manner.
 - (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Chief of Staff of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.

(C) *Limitation of Any Compensation That Might Be Paid.*

- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
- (2) Compensation which may be paid for damage to property shall be limited to the cost of repair of the damage or, in the event that the cost of repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than repair or replacement of property.
- (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.
- (4) The Chief of Staff may not authorize any payment greater than \$35,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than \$35,000.00 by resolution, but in no case shall the city pay more than \$50,000.00 pursuant to this claims procedure for a damage claim unless in an extraordinary case the Mayor recommends and the City Council by two-thirds ($\frac{2}{3}$) majority approves an exemption from this \$50,000.00 damage cap and approves a payment up to \$100,000.00.
- (5) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303, nor the claims procedure and limitations to comply with that state law.

(D) *Discretion of the City.*

- (1) The city acting through its Chief of Staff has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.
- (2) The city does not waive its sovereign immunity by considering whether or not to voluntarily pay any portion of a damage claim submitted for review under this section. The decision of the city is final and unappealable to any court.

(E) *Release Required if Compensation Paid.*

- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.

(Ord. No. 5505, 6-5-12; Ord. No. 6576 , §§ 1, 2, 6-21-22)



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Blake Pennington, Assistant City Attorney
SUBJECT: Proximity to Schools as STR Type 2 Factor

RECOMMENDATION:

The Ordinance Review Committee recommends approval of an ordinance adding proximity to public and private K-12 school to the factors the Planning Commission may consider on Type 2 short-term rental conditional use permit applications.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Packet - STR Type 2 Proximity To Schools As Factor (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1787

Proximity to Schools as STR Type 2 Factor

AN ORDINANCE TO AMEND SUBSECTION (H) OF §163.18 TYPE 2 SHORT-TERM RENTALS IN RESIDENTIAL ZONING DISTRICTS OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE PROXIMITY TO SCHOOLS AS A FACTOR FOR THE PLANNING COMMISSION TO CONSIDER

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance adding proximity to public and private K-12 schools to the factors the Planning Commission may consider on Type 2 short-term rental conditional use permit applications.

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 §163.18 (H) and enacts a new (H) as follows:

"(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;
- (4) Prior zoning or code violations; and
- (5) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line."

AGENDA REQUEST FORM

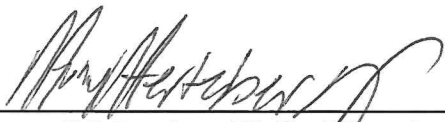
FOR: Council Meeting of March 19, 2024

FROM: Council Member Holly Hertzberg
Ordinance Review Committee Chair

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND SUBSECTION (H) OF §163.18 **TYPE 2**
SHORT-TERM RENTALS IN RESIDENTIAL ZONING DISTRICTS OF
THE UNIFIED DEVELOPMENT CODE TO INCLUDE PROXIMITY TO
SCHOOLS AS A FACTOR FOR THE PLANNING COMMISSION TO
CONSIDER

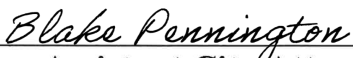
APPROVED FOR AGENDA:



Council Member Holly Hertzberg
Ordinance Review Committee Chair

2/28/24

Date



Senior Assistant City Attorney
Blake Pennington
Approved as to form

2/28/24

Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SUBSECTION (H) OF §163.18 TYPE 2 SHORT-TERM RENTALS IN RESIDENTIAL ZONING DISTRICTS OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE PROXIMITY TO SCHOOLS AS A FACTOR FOR THE PLANNING COMMISSION TO CONSIDER

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance adding proximity to public and private K-12 schools to the factors the Planning Commission may consider on Type 2 short-term rental conditional use permit applications.

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 §163.18 (H) and enacts a new (H) as follows:

“(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;
- (4) Prior zoning or code violations; and
- (5) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line.”

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

(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; and
- (5) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line.



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Blake Pennington, Assistant City Attorney
SUBJECT: **Short Term Rental Notification Requirements**

RECOMMENDATION:

The Ordinance Review Committee recommends the approval of an ordinance amending the notification provisions of the Unified Development Code to require notification of Type 2 short term rental applications to landowners and residents within 300 feet of the boundary line of the property on which the short term rental is proposed.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request Packet - STR Notification Amendment (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1784

Short Term Rental Notification Requirements

AN ORDINANCE TO AMEND SUBSECTION (C) OF §157.05 CONDITIONAL USE PERMIT IN §157 NOTIFICATION AND PUBLIC HEARINGS OF THE UNIFIED DEVELOPMENT CODE TO REQUIRE PUBLIC NOTIFICATION TO LANDOWNERS AND RESIDENTS WITHIN 300 FEET OF THE BOUNDARY LINE OF A PROPOSED TYPE 2 SHORT TERM RENTAL

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance increasing the distance for notification of proposed Type 2 short term rentals from 200 feet to 300 feet.

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 §157.05 (C) and enacts a new (C) as follows:

"(C) *Special Uses*. The following conditional use permits require more stringent notification. Applicants applying for consideration of the following uses must meet the following additional notification criteria:

(1) Dance halls; facilities emitting odors and facilities handling explosives; wireless communication facilities; carnival, circus, amusement park or similar temporary open-air enterprises; outdoor music establishments; and sexually oriented businesses shall notify all landowners and residents within 500 feet of the boundary line of the property on which the use is proposed.

(2) Type 2 short term rentals shall notify all landowners and residents within 300 feet of the boundary line of the property on which the use is proposed."

AGENDA REQUEST FORM

FOR: Council Meeting of March 19, 2024

FROM: Council Member Holly Hertzberg
Ordinance Review Committee Chair

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND SUBSECTION (C) OF §157.05
**CONDITIONAL USE PERMIT IN CHAPTER 157 NOTIFICATION AND
PUBLIC HEARINGS OF THE UNIFIED DEVELOPMENT CODE TO
REQUIRE PUBLIC NOTIFICATION TO LANDOWNERS AND RESIDENTS
WITHIN 300 FEET OF THE BOUNDARY LINE OF A PROPOSED TYPE 2
SHORT TERM RENTAL**

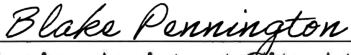
APPROVED FOR AGENDA:



Council Member Holly Hertzberg
Ordinance Review Committee Chair

2/20/24

Date



Senior Assistant City Attorney
Blake Pennington
Approved as to form

2/28/24

Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SUBSECTION (C) OF §157.05 CONDITIONAL USE PERMIT IN CHAPTER 157 NOTIFICATION AND PUBLIC HEARINGS OF THE UNIFIED DEVELOPMENT CODE TO REQUIRE PUBLIC NOTIFICATION TO LANDOWNERS AND RESIDENTS WITHIN 300 FEET OF THE BOUNDARY LINE OF A PROPOSED TYPE 2 SHORT TERM RENTAL

WHEREAS, the Ordinance Review Committee recommends approval of an ordinance increasing the distance for notification of proposed Type 2 short term rentals from 200 feet to 300 feet.

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 §157.05 (C) and enacts a new (C) as follows:

- (C) *Special Uses*. The following conditional use permits require more stringent notification. Applicants applying for consideration of the following uses must meet the following additional notification criteria:
- (1) Dance halls; facilities emitting odors and facilities handling explosives; wireless communication facilities; carnival, circus, amusement park or similar temporary open-air enterprises; outdoor music establishments; and sexually oriented businesses shall notify all landowners and residents within 500 feet of the boundary line of the property on which the use is proposed.
 - (2) Type 2 short term rentals shall notify all landowners and residents within 300 feet of the boundary line of the property on which the use is proposed.

157.05 Conditional Use Permit

Notification of public hearings for conditional use permits shall occur as follows:

- (A) *Public Hearing Required.* A public hearing shall be held by the Planning Commission for consideration of a conditional use permit.
- (B) *Notice of Public Hearing.* The applicant shall provide the following notice:
 - (1) *Who Gets Notice.* Notice of the proposed action shall be given to all landowners and residents with separate addresses within 200 feet of the boundary line of the property on which the use is proposed. Residents with separate addresses shall be notified by first class letter addressed to the 'current resident' to each address found in the city's address point file.
 - (2) *Methods of Notice.* Notice shall be provided by the following methods, as required by this chapter:
 - (a) *Written Notice.* Written notice shall be provided at least fifteen (15) days prior to Planning Commission. Proof of notice shall be provided as required by this chapter.
 - (b) *Posted Notice.* The applicant shall post notice at least fifteen (15) days prior to the Planning Commission meeting. Proof of notice shall be provided as required by this chapter.
 - (3) *Appeal of Planning Commission Denial of Conditional Use Permit Request.* Applicants for a conditional use permit denied by the Planning Commission must give both the written and posted notice of the appeal to the City Council as specified in this section at least fifteen (15) days prior to the City Council meeting. Proof of notice shall be provided as required by this chapter.
- (C) *Special Uses.* The following conditional use permits require more stringent notification. Applicants applying for consideration of the following uses must meet the following additional notification criteria:
 - (1) Dance halls; facilities emitting odors and facilities handling explosives; wireless communication facilities; carnival, circus, amusement park or similar temporary open-air enterprises; outdoor music establishments; and sexually oriented businesses shall notify all landowners and residents within 500 feet of the boundary line of the property on which the use is proposed.
 - ~~(a) *Who Gets Notice.* All landowners within 500 feet of the boundary line of the property on which the use is proposed.~~
 - (2) Type 2 short term rentals shall notify all landowners and residents within 300 feet of the boundary line of the property on which the use is proposed.



MEETING OF MARCH 19, 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

SUBJECT: **VAC-2023-0014: Vacation (490 W. WILLOUGHBY RD/TERMINELLA, 718): Submitted by FRANK TERMINELLA for property located at 490 W. WILLOUGHBY RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.14 acres. The request is to vacate 0.08 acres of a general utility easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2023-0014** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of any existing facilities will be at the applicant's expense.

BACKGROUND:

The subject property is located in south Fayetteville on W. Willoughby Rd., approximately ½ mile north of Drake Field. The property contains approximately 1.14 acres and is currently zoned RSF-4, Residential Single-Family, Four Units per Acre. The property has already been developed with a 2,470 square foot single-family residence and a 925 square foot garage. Conditional use approval was granted for the subject property to allow an accessory structure to be erected exceeding 50% the size of the principal structure in October 2023. During the conditional use permit review, staff discovered a roughly 625 square foot carport that appears to have been added to the west side of the existing home between 2021-2022 based on aerial imagery; however, a building permit was not received for this work prior to construction and it encroaches into a general utility easement. A building permit was submitted in late 2023 to bring the carport into compliance.

Request: The applicant proposes to vacate a roughly 15' x 240' portion of an existing general utility easement generally aligning with the western parcel boundary. These easements are required to be vacated in order to bring the existing garage and carport expansion constructed within these easements into compliance.

DISCUSSION:

The applicant submitted the required approvals with no franchise utility objections, though with added conditions from franchise utility providers as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1781

VAC-2023-0014: Vacation (490 W. WILLOUGHBY RD/TERMINELLA, 718): Submitted by FRANK TERMINELLA for property located at 490 W. WILLOUGHBY RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.14 acres. The request is to vacate 0.08 acres of a general utility easement.

AN ORDINANCE TO APPROVE VAC-2023-14 FOR PROPERTY LOCATED AT 490 WEST WILLOUGHBY ROAD IN WARD 1 TO VACATE A 0.08 ACRE PORTION OF GENERAL UTILITY EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of general utility easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of any existing facilities will be at the property owner/developer's expense; and
2. Any private utilities within the vacated easement are not the responsibility of the City of Fayetteville.

City of Fayetteville Staff Review Form

2024-1781

Legistar File ID

3/19/2024

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

Jonathan Curth

3/1/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2023-0014: Vacation (490 W. WILLOUGHBY RD/TERMINELLA, 718): Submitted by FRANK TERMINELLA for property located at 490 W. WILLOUGHBY RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.14 acres. The request is to vacate 0.08 acres of a general utility easement.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ -

V20210527

Purchase Order Number: _____

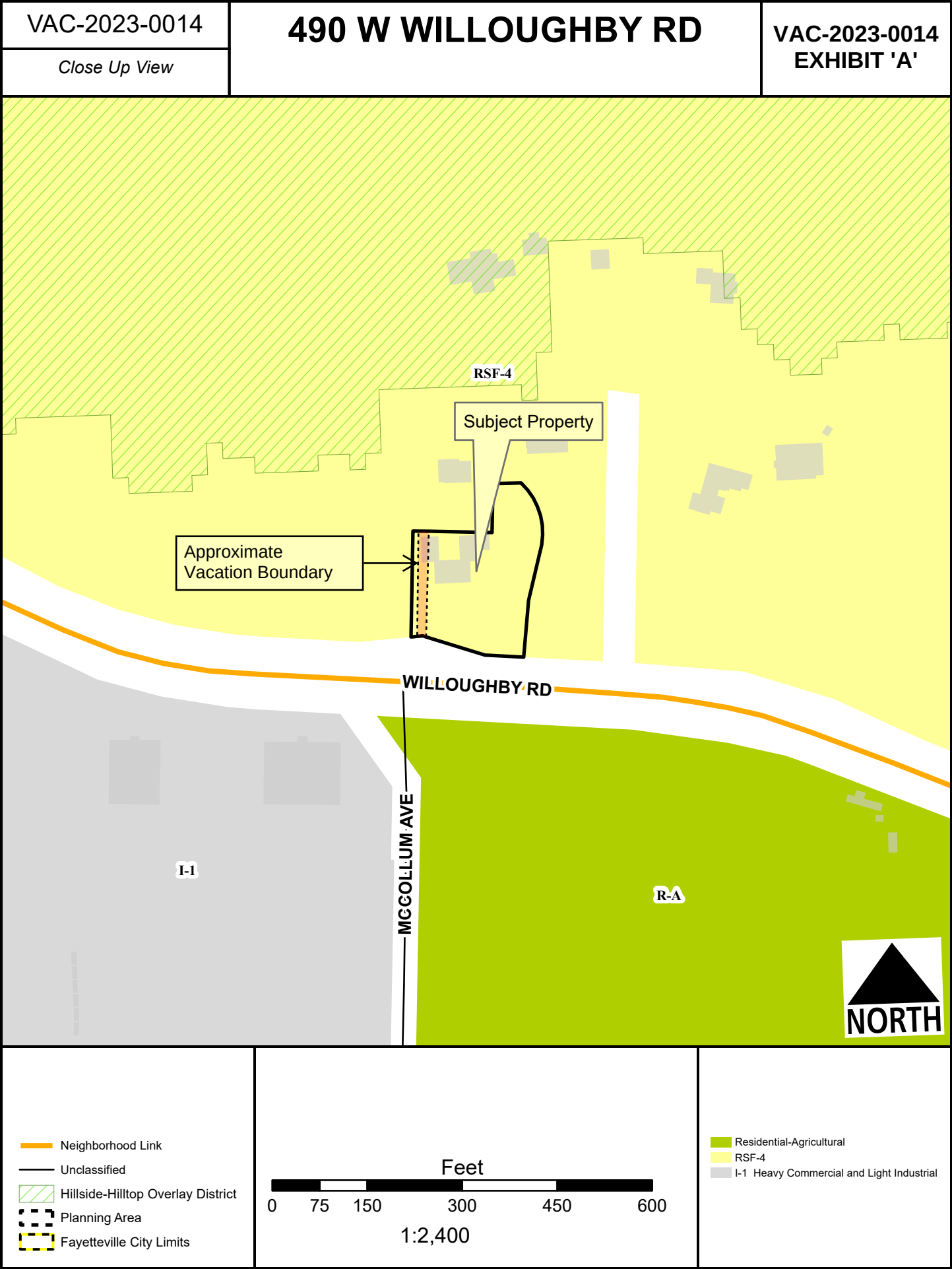
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:





BATES

Engineers - Surveyors

7230 S Pleasant Ridge Dr / Fayetteville, AR 72704

PH: (479) 442-9350 / batesnwa.com

VAC-2023-0014

EXHIBIT 'B'

RE: LEGAL DESCRIPTION FOR PROPOSED PORTION OF UTILITY EASEMENT
VACATION FOR 490 W. WILLOUGHBY ROAD

PORTION OF UTILITY EASEMENT VACATION:

A PART OF LOT 16 OF MILLER ADDITION, TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S03°04'04"W 205.36' AND S89°06'42"E 10.01' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 16 AND RUNNING THENCE S89°06'42"E 15.01', THENCE S03°04'04"W 240.28' TO THE NORTH RIGHT-OF-WAY OF ARKANSAS HIGHWAY #156, THENCE ALONG SAID RIGHT-OF-WAY N70°47'03"W 6.27' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S86°38'56"W 9.04', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'04"E 238.98' TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES, MORE OR LESS.

Planning commission and city council,

Concerning the easement vacation required for permit MISC-2023-0228. I am in need of partial vacate of an unused portion of existing general utilities easement in order to move forward with my permit for an existing structure that was mistakenly built without permit.

I have acquired the sign offs of the affected utility companies, and they are attached in this application.

The overhead line has been adjusted per AEPs requirements. Work was performed on 12-14-2023. The pole was moved approximately 30 feet to the North and 10 feet to the West. The lines were raised 10 feet above elevation of previous pole.
(Revised 01-24-2024)

Thank you for your time and consideration.

Frank Terminella

PORTION OF UTILITY EASEMENT VACATION:
A PART OF LOT 16 OF MILLER ADDITION, TO THE CITY OF FAYETTEVILLE,
ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE
CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY,
ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT A POINT WHICH IS S03°04'04"W 205.36' AND S89°06'42"E 10.01' FROM
AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 16 AND
RUNNING THENCE S89°06'42"E 15.01', THENCE S03°04'04"W 240.28' TO THE NORTH
RIGHT-OF-WAY OF ARKANSAS HIGHWAY #156, THENCE ALONG SAID RIGHT-OF-WAY
N70°47'03"W 6.27' TO AN EXISTING REBAR, THENCE CONTINUING ALONG
SAID RIGHT-OF-WAY S86°38'56"W 9.04', THENCE LEAVING SAID RIGHT-OF-WAY
N03°04'04"E 238.98' TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES, MORE
OR LESS.

**PETITION TO VACATE A general utility/water & sewer EASEMENT LOCATED IN
CITY OF FAYETTEVILLE, ARKANSAS**

lot 16, tract 2, miller
subdivision

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be
abandoned and vacated, lying in lot 16, tract 2, miller subdivision Fayetteville, Arkansas, a municipal corporation,
petition to vacate an easement which is described as follows:

That the abutting real estate affected by said abandonment of the alley are NA/, N/A,
33-16-30 FAYETTEVILLE OUTLOTS City of Fayetteville used by the public for a period of many years, and that
the public interest and welfare would not be adversely affected by the abandonment of the portion of the above
described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate,
subject, however, to the existing utility easements and sewer easements as required, and that the above described
real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as
provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville,
Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that
title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as
to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 26 day of October, 2023.

Frank Terminella

Printed Name

Frank Terminella

Signature

Frank Terminella

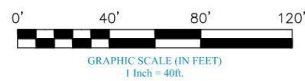
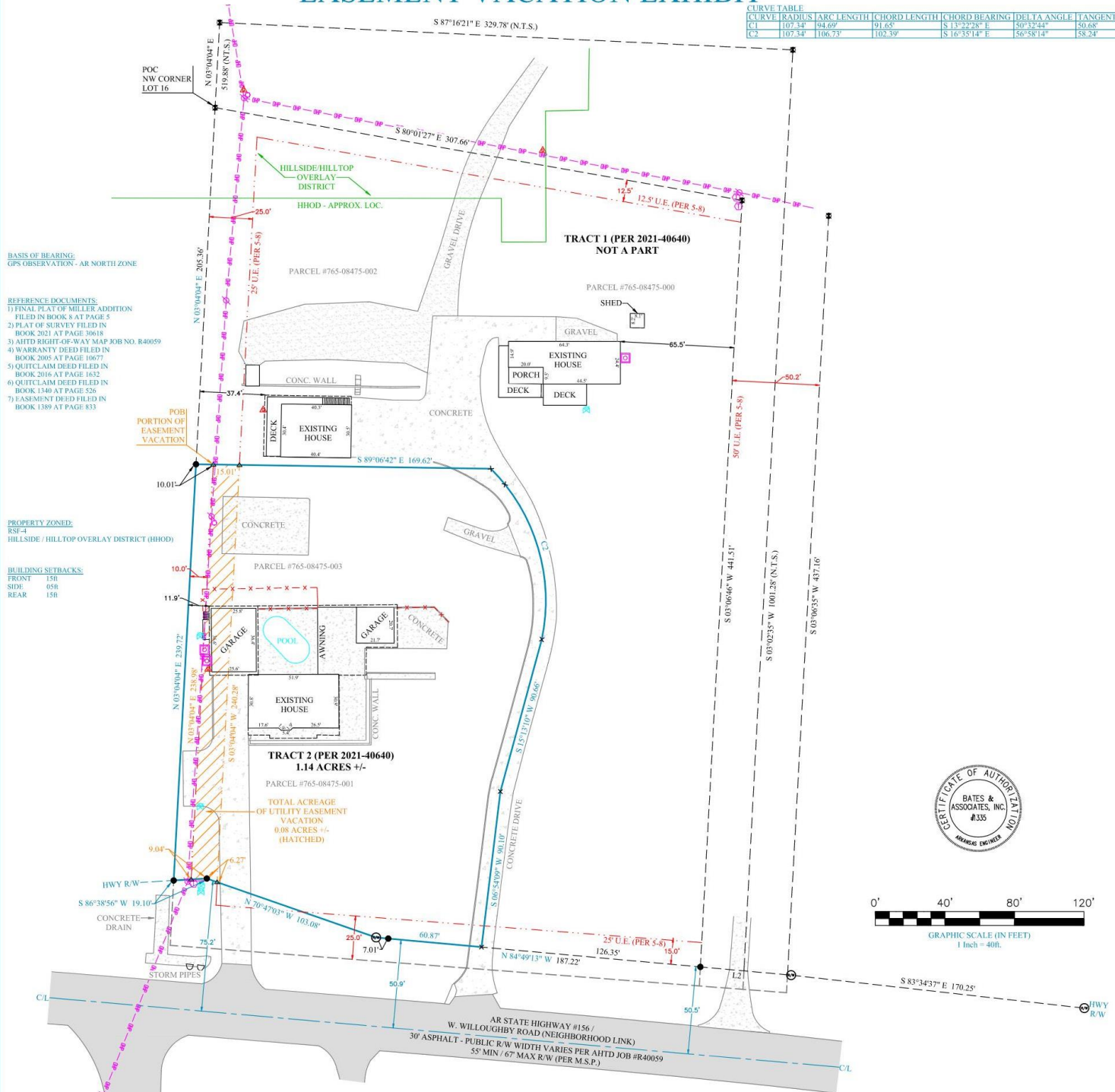
Printed Name

Frank Terminella

Signature

EASEMENT VACATION EXHIBIT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	107.34'	94.69'	91.65'	S 13°22'28" E	50°32'44"	50.68'
C2	107.34'	106.73'	102.39'	S 16°35'14" E	56°58'14"	58.24'

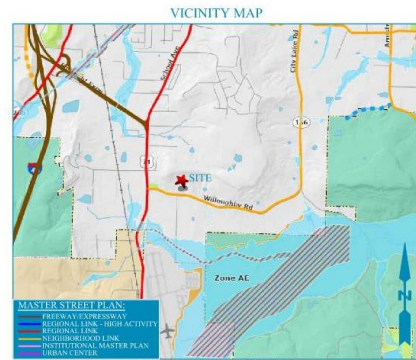


SURVEY DESCRIPTIONS:

TRACT 2 (PER SURVEY 2021-40640):
A PART OF LOT 16 OF MILLER ADDITION, TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TO-WIT: BEGINNING AT A POINT WHICH IS S03°04'04" W 205.36' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 16 AND RUNNING THENCE S89°06'42" E 169.62' TO THE CENTERLINE OF AN EXISTING CONCRETE DRIVEWAY, THENCE ALONG SAID DRIVEWAY CENTERLINE THE FOLLOWING: ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 107.34' FOR A CHORD BEARING AND DISTANCE OF S16°35'14" E 102.39' TO AN EXISTING CHISELED "X", S15°13'10" W 90.66' TO AN EXISTING CHISELED "X", S06°50'09" W 90.10' TO AN EXISTING CHISELED ON THE NORTH RIGHT-OF-WAY OF ARKANSAS HIGHWAY #156, THENCE LEAVING SAID DRIVEWAY CENTERLINE AND ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N84°49'13" W 60.87' TO AN EXISTING RIGHT-OF-WAY MONUMENT, N70°47'03" W 103.08' TO AN EXISTING REBAR, S86°38'56" W 19.10' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N03°04'04" E 239.72' TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PORTION OF UTILITY EASEMENT VACATION:
A PART OF LOT 16 OF MILLER ADDITION, TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TO-WIT: BEGINNING AT A POINT WHICH IS S03°04'04" W 205.36' AND S89°06'42" E 100.01' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 16 AND RUNNING THENCE S89°06'42" E 15.01', THENCE S03°04'04" W 240.28' TO THE NORTH RIGHT-OF-WAY OF ARKANSAS HIGHWAY #156, THENCE ALONG SAID RIGHT-OF-WAY N70°47'03" W 6.27' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S86°38'56" W 9.04', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'04" E 238.98' TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES, MORE OR LESS.

GIS Approved
01/22/2024 10:18:06 AM



FOR USE AND BENEFIT OF:
FRANK TERMINELLA

DATE: 01/16/24 SCALE: 1"=40'
SURVEYED: [initials] DRAFTED: [initials]
LOT 16 MILLER ADDITION
REVIEWED: DT
COA #1335



Bates & Associates, Inc.
Engineers - Surveyors - Landscape Architects
2230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.642.4350 • Fax 479.642.3398
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This survey was conducted for the person or persons whose names appear on this plat. This plat is provided by copyright. No one including the person named may reproduce this plat without the express written consent of Bates & Associates, Inc. Bates & Associates, Inc. does not warrant, represent, or assume any liability for the correctness of the herein stated map. Furthermore, the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of finding.

LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- RIGHT-OF-WAY MARKER
- COMPUTED POINT
- FOUND "X" REBAR
- FOUND "S" REBAR
- FOUND "P" REBAR
- ELECTRICAL PEDESTAL
- AC CONDENSER UNIT

- GAS METER
- POWER POLE
- IRRIGATION VALVE

- BOUNDARY LINE (MEASURED)
- PARCEL LINE
- FORTY LINE (TIE LINE)
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- OVERHEAD POWER LINE
- FENCE
- UTILITY EASEMENT



RECORDING NUMBER/DATE



MEETING OF MARCH 19, 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

SUBJECT: **VAC-2024-0002: Vacation (N. BOB YOUNKIN DR AND W. BISHOP DR/LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES NWA for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains three parcels with approximately 1.16, 1.15, and 1.06 acres. The request is to vacate a 140-square-foot (0.003-acres) portion of street right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC-2024-0002** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. Ducts shall be provided from the Bob Younkin Street ROW to the individual units as required by AT&T; and
3. New easements shall be dedicated along new utility routes and equipment, following the plat layout as requested by AEP/SWEPCO.

BACKGROUND:

The subject property is in north Fayetteville and contains three parcels (765-24866-000, 765-24865-000, and 765-24864-000) that are approximately 1.16, 1.15, and 1.06 acres. A property line adjustment has been approved to combine all three parcels but has not yet been recorded. The site is currently undeveloped. In September 2023, a large-scale development was approved for the subject property including thirty-two residential structures totaling sixty-four dwelling units.

Request: The applicant proposes to vacate a portion of the street right-of-way adjacent to the subject property at the intersection of N. Bob Younkin Dr. and W. Bishop Dr., which totals approximately 140 square feet or 0.003 acres. This ROW is required to be vacated in order to continue with the associated proposed project for multi-family housing.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested right-of-way vacation. The applicant submitted the required approvals with no objections, though with added conditions from franchise utility providers. The right-of-way is 140-square feet at the edge of an existing intersection and staff finds the removal of this portion of right-of-way is not likely to impact the existing service of the associated streets. Further, the associated large-scale development includes the addition of public trails, sidewalks, and on-street parking that would

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

facilitate both vehicle and pedestrian transportation. With submittal of the required vacation forms and utility consent, staff recommends approval.

At the February 26, 2023 Planning Commission meeting, this item was unanimously forwarded to City Council with a recommendation of approval by a vote of 7-0-0. Commissioner Garlock motioned to forward the request, stating that the request was straightforward, and Commissioner Sparkman seconded. There was no additional discussion. No public comment was provided either prior to or during the public meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1785

VAC-2024-0002: Vacation (N. BOB YOUNKIN DR AND W. BISHOP DR/LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES NWA for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains three parcels with approximately 1.16, 1.15, and 1.06 acres. The request is to vacate a 140-square-foot (0.003-acres) portion of street right-of-way.

AN ORDINANCE TO APPROVE VAC 24-002 FOR PROPERTY LOCATED AT NORTH BOB YOUNKIN DRIVE AND WEST BISHOP STREET IN WARD 3 TO VACATE APPROXIMATELY 140 SQUARE FEET OF STREET RIGHT OF WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of general utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the general utility easements as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the applicant's expense;
2. Ducts shall be provided from the Bob Younkin Street right of way to the individual units as required by AT&T; and
3. New easements shall be dedicated along new utility routes and equipment following the plat layout as requested by AEP/SWEPCO.

City of Fayetteville Staff Review Form

2024-1785

Legistar File ID

3/19/2024

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

Jonathan Curth

3/1/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0002: Vacation (N. BOB YOUNKIN DR AND W. BISHOP DR/LEGACY VENTURES NWA, 251): Submitted by LEGACY VENTURES NWA for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains three parcels with approximately 1.16, 1.15, and 1.06 acres. The request is to vacate a 140-square-foot (0.003-acres) portion of street right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

\$ -

Budget Adjustment Attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20210527

Purchase Order Number:

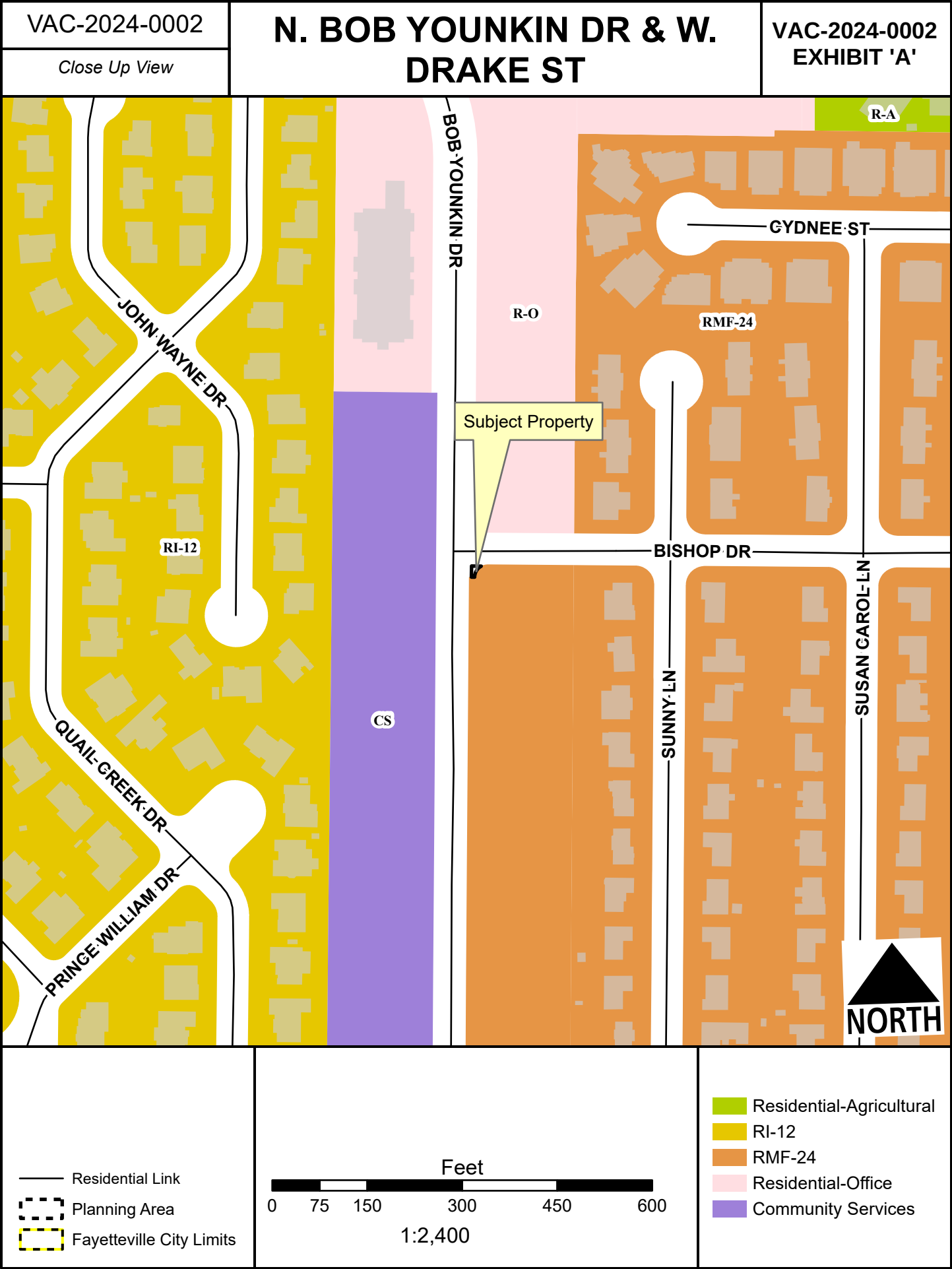
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



VAC-2024-0002

EXHIBIT 'B'

RIGHT-OF-WAY VACATION 1:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR CAPPED "PS 1349" MARKING THE NORTHEAST CORNER OF LOT 9, APPLEBY LANDING, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 23A AT PAGE 195; THENCE NORTH 87°39'13" WEST 136.44 FEET TO A FOUND 1/2" REBAR CAPPED "PS 1349"; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 78°00'59" WEST 10.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 33°03'50" WEST 20.20 FEET TO A FOUND 1/2" REBAR CAPPED "PS 1349"; THENCE NORTH 87°39'13" WEST 5.06 FEET; THENCE LEAVING SAID NORTH LINE NORTH 02°27'03" EAST 17.36 FEET; THENCE SOUTH 87°39'13" EAST 15.35 FEET TO THE POINT OF BEGINNING. CONTAINING 140 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.





TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: February 26, 2024 (UPDATED WITH MEETING RESULTS)

SUBJECT: **VAC-2024-0002: Vacation (N. BOB YOUNKIN DR AND W. BISHOP DR/LEGACY VENTURES NWA, 251):** Submitted by COMMUNITY BY DESIGN for property located at N. BOB YOUNKIN DR. & W. BISHOP DR. in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains three parcels with approximately 1.16, 1.15, and 1.06 acres. The request is to vacate a 150-square-foot (0.003-acres) portion of street right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2024-0002** to City Council with a recommendation of approval and with conditions.

RECOMMENDED MOTION:

*"I move to forward **VAC-2024-0002** to City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:

The subject property is in north Fayetteville and contains approximately 3.59 acres in the Appleby Landing Subdivision. The property is currently undeveloped, though it is surrounded by established single- and two-family neighborhoods to the east and west, a multi-family development to the south, and medical offices to the north. No environmentally sensitive areas are present on site and the property is not located within any zoning overlays. The property was successfully rezoned from R-O, Residential Offices to RMF-24, Residential Multi-Family, 24 units per Acre in early 2023. A separate request to vacate several utility easements will be heard by City Council at their March 5 meeting. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Medical Offices	R-O, Residential Office
South	Multi-family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
East	Single-family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Undeveloped (Future Phase of Midtown Landing)	CS, Community Services

Proposal: The applicant proposes to vacate a portion of the street right-of-way adjacent to the subject property at the intersection of N. Bob Younklin Dr. and W. Bishop Dr., which totals approximately 150 square feet or 0.003 acres.

DISCUSSION:

Staff is supportive of the applicant's request to vacate a portion of the street right-of-way. The right-of-way is 150-square feet at the edge of an existing intersection and staff finds the removal of the right-of-way is not likely to impact the existing service of the associated streets. Further, the associated large-scale development includes the addition of public trails, sidewalks, and the on-street parking that would facilitate both vehicle and pedestrian transportation.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses. No other property owner is adjacent to the proposed right-of-way to be vacated.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided that any damage or relocation of existing Cox facilities will be at the applicant's expense.
AEP/SWEPCO	No objections, provided that new easements are granted following utility routes and equipment layout on new plat.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided that, as described in discussions with the developer, forthcoming duct paths from the street ROW of Bob Younkin Dr. to the individual units
Ozarks Electric	No objections and no comments.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections and no comments.
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections and no comments.

Public Comment: Staff received one inquiry about this request, though no support or opposition to the vacation was offered.

RECOMMENDATION: Staff recommends forwarding **VAC-2024-0002** with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. Ducts shall be provided from the Bob Younkin Street ROW to the individual units as required by AT&T; and
3. New easements shall be dedicated along new utility routes and equipment, following the plat layout as requested by AEP/SWEPCO.

PLANNING COMMISSION ACTION: Required YES

Date: February 26, 2024

☐ Tabled

☒ Forwarded

☐ Denied

Motion: GARLOCK

RECOMMENDATION OF APPROVAL
WITH ALL CONDITIONS RECOMMENDED BY
STAFF

Second: SPARKMAN

Vote: 7-0-0 (MCGETRICK & HOLCOMB ABSENT)

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Applicant Request Letter
- Applicant Petition to Vacate
- Survey
- One Mile Map
- Close-Up Map
- Current Land Use Map

January 15, 2024

City of Fayetteville Planning Commission / City Council
125 West Mountain Street
Fayetteville, AR 72701

RE: Appleby Landing ROW Vacation Request

Dear Planning Commission and City Council,

Please accept this written request to vacate a small portion of the Right of Way (ROW) in the northwest corner of the subject property and as shown on the attached plat and impacting lots seven (7), eight (8) and nine (9) of the Appleby Landing subdivision.

This is being done to facilitate the construction of our Midtown Landing community and is a condition of approval for LSD 2023-0009 and grading permit GRD 2023-0104.

Our objective with this request is twofold; (1) to complete alignment of the street more closely with the City of Fayetteville's Residential Link street section and (2) allow the placement of our buildings closer to the street creating a unique street scape. We are envisioning a street planted heavily with trees in the 6 feet of greenspace on either side, on street parking and pedestrian friendly with wide sidewalks down either side.

Furthermore, we want to take advantage of the vacated ROW to be able to place our buildings closer to the street with parking in the rear hidden from public view. Welcoming front porches and stoops will connect the buildings to the public way and be very inviting.

All utilities have provided their approval in writing. Additionally, the lots mentioned above are the only ones impacted by this request.

We feel by granting this ROW/Easement vacation will be the final step in a long entitlement process and pave the way for a wonderful new community providing much needed housing. This mid-town location with proximity to the medical core and main transportation corridors makes it an excellent location for this type of multifamily. Our plan is to build a diverse, dense mix of high quality multifamily residential units. This community will contain units ranging in both size and bedroom count as well as one- and two-story units.

We are looking forward to developing a community that delivers high quality housing catering. And in doing so create a community that exemplifies urban planning and together leaving our **Legacy** one **Venture** at a time.

Sincerely,



Tim Brisiel



PETITION TO VACATE A PORTION OF THE RIGHT-OF-WAY LOCATED IN (35-17N-30W), CITY OF FAYETTEVILLE, ARKANSAS

TO: The City of Fayetteville Planning Commission
The Fayetteville City Council

We, the undersigned, being the owner for the real estate abutting the right-of-way hereinafter sought to be abandoned and vacated, lying in (35-17N-30W), City of Fayetteville, Arkansas a municipal corporation, petition to vacate a right of way which is described as follows:

See attached legal description.

That the abutting real estate affected by said abandonment of the right of way are (35-17N-30W) City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described right of way.

The petitioners pray that the City of Fayetteville, Arkansas abandon and vacate the above-described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for the respective benefit ad purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sough to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from easements of the public for the use of said right of way.

Dated this 15th day of January, 2024.



Tim Brisiel

RIGHT-OF-WAY & EASEMENT VACATION SURVEY

BOB YOUNKIN DRIVE
LOCATED IN: SECTION 35, TOWNSHIP 17 NORTH, RANGE 30 WEST
WASHINGTON COUNTY, FAYETTEVILLE, AR 72703



MISCELLANEOUS NOTES

COMPLETED FIELD WORK
MARCH 28, 2023

BASE OF BEARING
THE BASE OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE MOORS.

REFERENCE DOCUMENTS
1. WARRANTY DEED FILED IN 2015-0891382
2. SURVEY PLAT FILED IN PLAT BOOK 23A AT PAGE 195
SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS AND ANY OTHER ACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT MADE BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0219P, WHICH BEARS AN EFFECTIVE DATE OF 05/16/2005 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

ZONING INFORMATION

CURRENT ZONING
WEST PARCEL: CS
SETBACK REQUIREMENTS:
FRONT - A BUILT-TO ZONE THAT IS LOCATED BETWEEN 10' & 25' FROM THE FRONT PROPERTY LINE
SIDE AND REAR - N/A
SIDE OR REAR WHEN CONTIGUOUS TO A SINGLE-FAMILY RESIDENTIAL DISTRICT - 15'

EAST PARCEL: RMP-24
SETBACK REQUIREMENTS:
FRONT - A BUILT-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 15' FROM THE FRONT PROPERTY LINE
SIDE OTHER USES - 30'
SIDE SINGLE & TWO-FAMILY - 5'
SIDE OTHER USES - 30'
SIDE SINGLE-FAMILY - 5'

LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- ✱ SET 50' REBAR CAPPED "S 150"
- ✱ FIRE HYDRANT
- ✱ LIGHT
- ✱ SANITARY MANHOLE
- ✱ POWER POLE
- ✱ ELECTRIC BOX
- ✱ WATER METER
- ✱ WATER VALVE
- ✱ DRAIN GRATE
- ✱ STORM MANHOLE
- ✱ TELEPHONE PEDestal
- ✱ GAS METER
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE (RW)
- CENTERLINE (CL)
- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND WATER LINE
- SETBACK LINE (SS)
- FLOW LINE
- STORM WATER LINE
- SANITARY SEWER LINE
- EASEMENT TO BE VACATED

LAND AREA

338.257 ± SQUARE FEET
7.763 ± ACRES

CERTIFICATE OF SURVEY AND ACCURACY
I HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.

DATE: _____ REGISTERED LAND SURVEYOR: _____
PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF OWNERSHIP & DEDICATION
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY) HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE, THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, TO THE RIGHT TO PROHIBIT THE DIRECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

DATE: _____ OWNER: _____
DATE: _____ OWNER: _____

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.68'	28.48'	S 41°40'58" W	97°42'25"
C2	20.00'	31.68'	28.48'	N 42°42'25" E	97°42'25"
C3	20.00'	31.68'	28.48'	N 44°42'25" E	97°42'25"
C4	20.00'	10.25'	10.10'	N 10°00'00" E	20°18'25"
C5	20.00'	11.17'	10.20'	S 10°00'00" E	20°18'25"
C6	20.00'	8.35'	8.26'	N 10°00'00" E	20°18'25"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 10°00'00" W	8.00'
L2	N 88°48'55" W	8.00'
L3	S 89°39'33" E	8.00'

DATE REVISION HISTORY

DATE	REVISION HISTORY	BY
23-10-01	SURVEYOR JOB NUMBER: 23-10-01	BY: [Signature]
23-10-01	SURVEY DRAWN BY: [Signature]	BY: [Signature]
23-10-01	SURVEY REVISION: [Signature]	BY: [Signature]

FOR THE USE AND BENEFIT OF

LEGACY VENTURES, INC.
FAYETTEVILLE, AR 72703

DATE: February 26, 2024

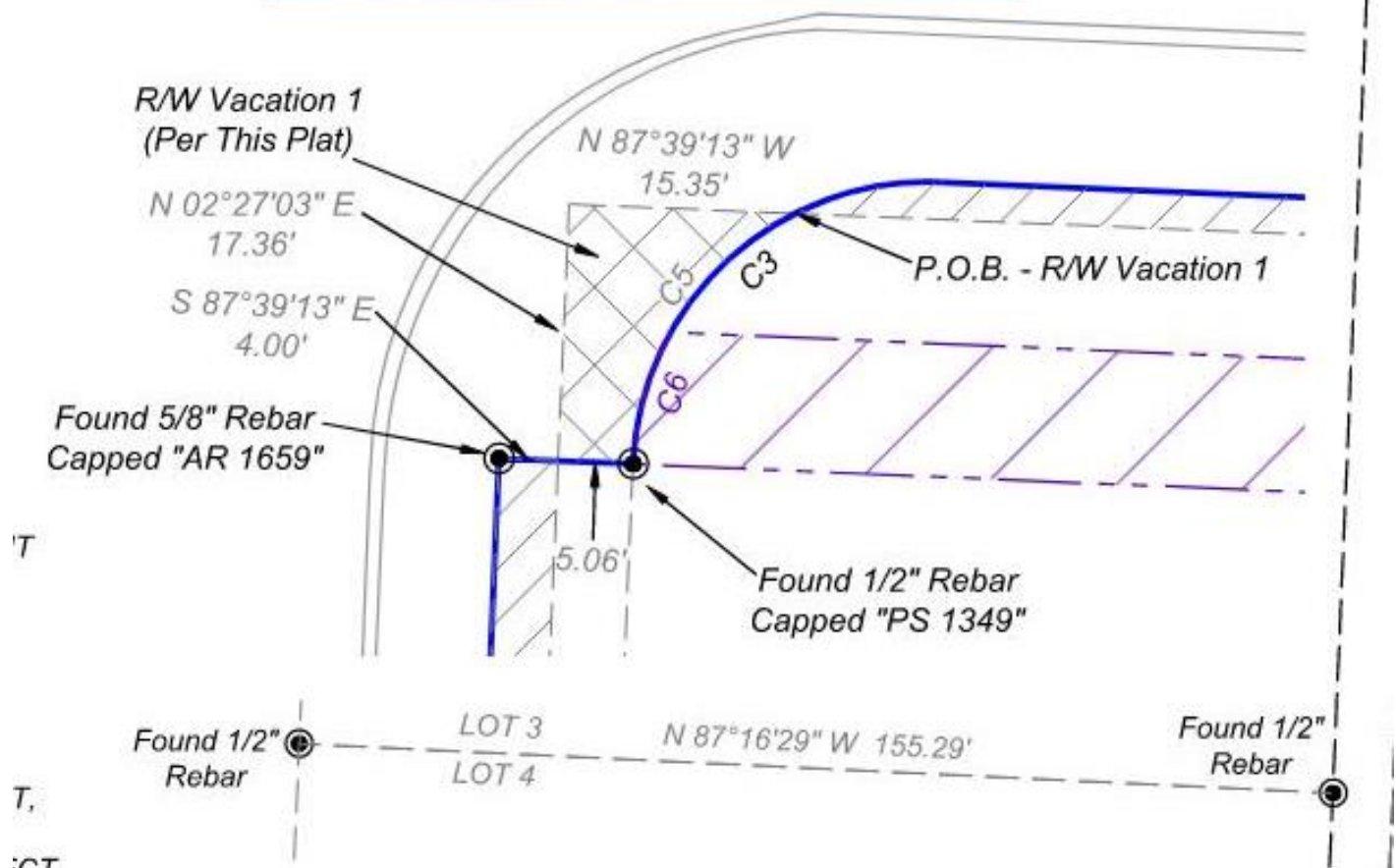
PLANNING COMMISSION

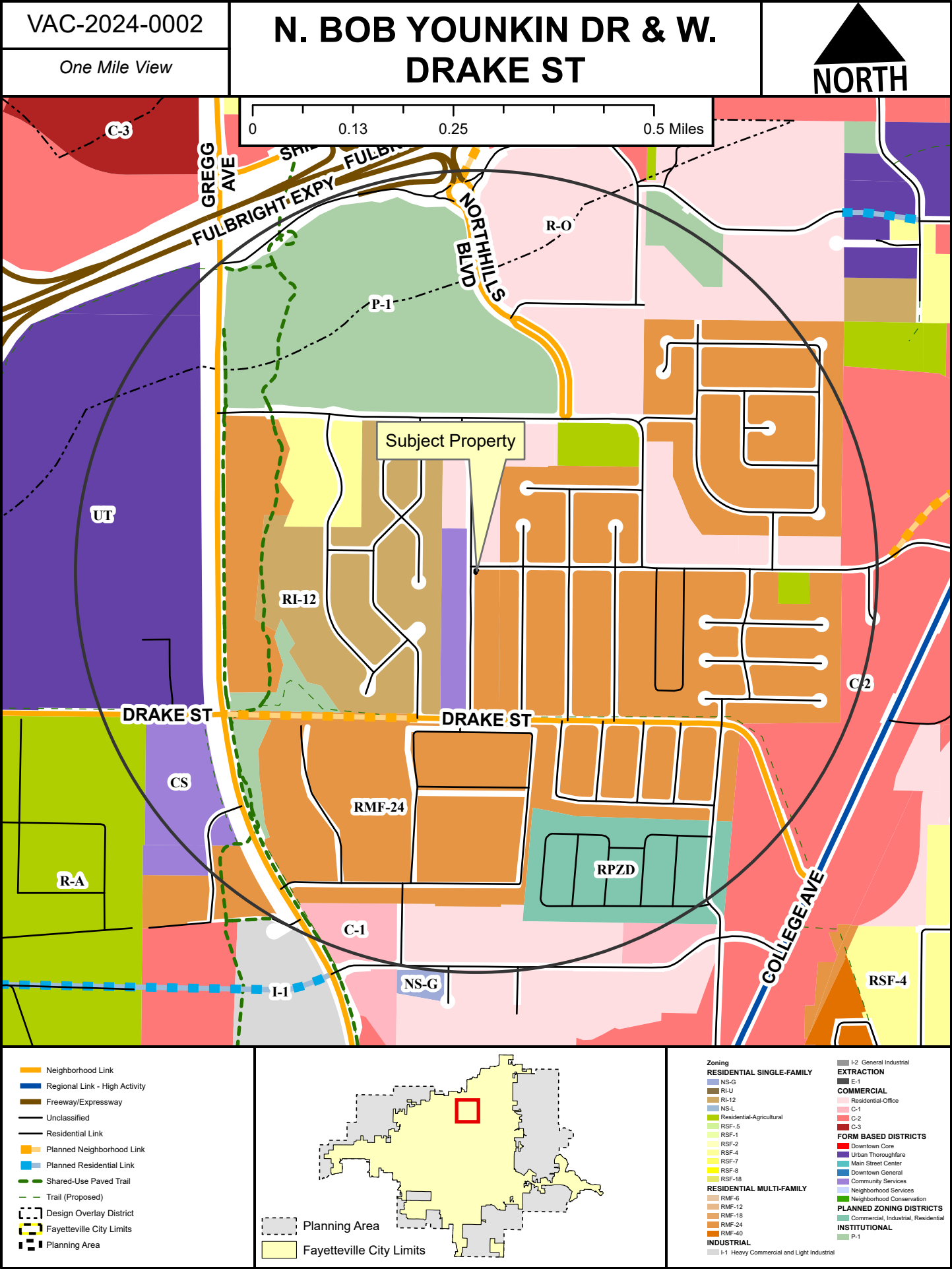
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
CHAS. SURVEYORS, LLC
OFFICE: 479.641.4505 FAX: 479.582.1883
WWW.SURVEYSLLC.COM

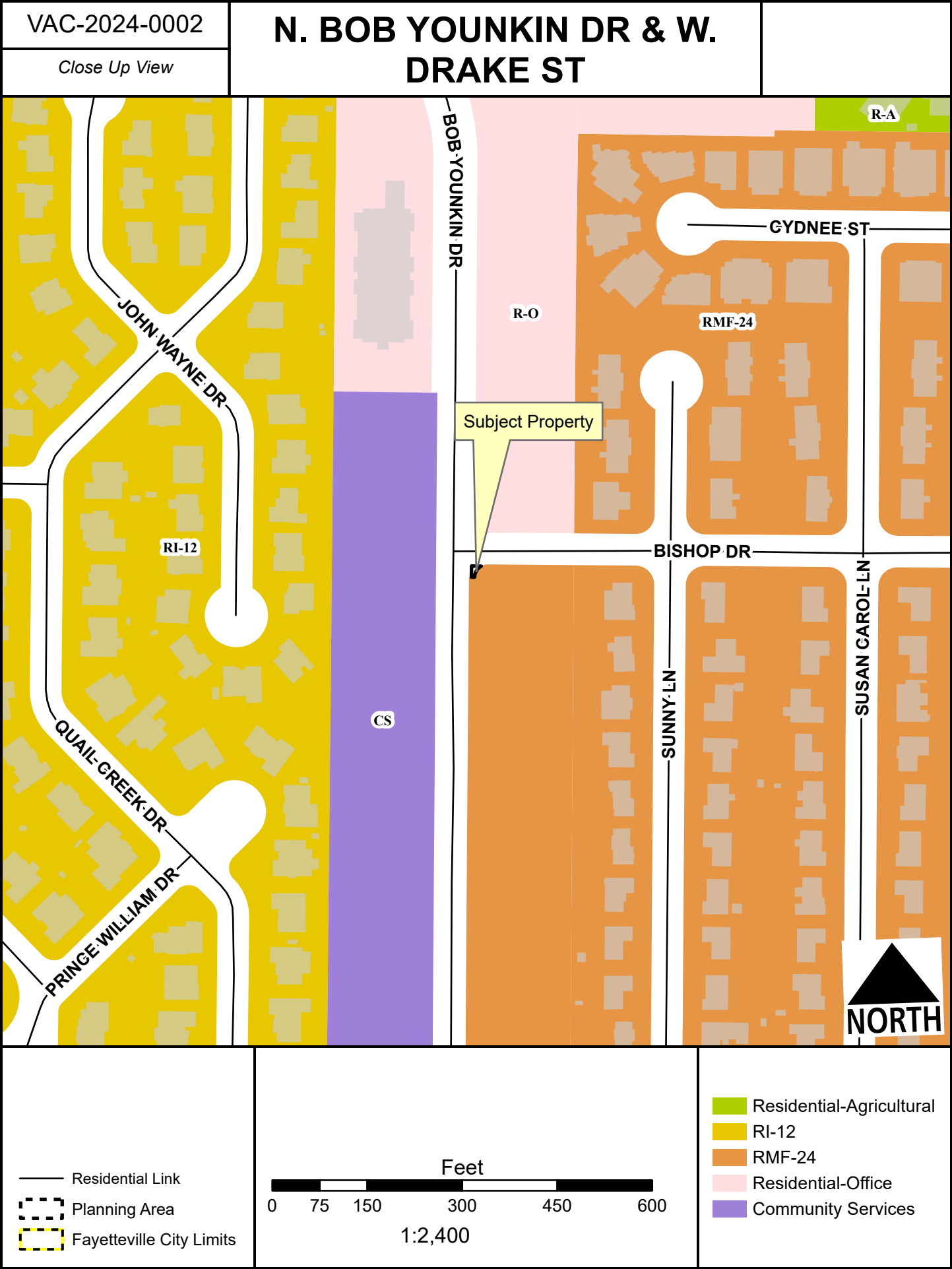
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Page 6 of 10

DETAIL (NOT TO SCALE)











MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Kylee Cole, Planner

SUBJECT: **RZN-2024-0001: Rezoning (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254): Submitted by JORGENSEN & ASSOCIATES for property located at 3006 N. OLD MISSOURI RD. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL, and NC, NEIGHBORHOOD CONSERVATION and contains approximately 6.31 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE and R-A, RESIDENTIAL – AGRICULTURAL.**

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 north Fayetteville, roughly ¼ mile north of the intersection of N. Old Wire Road and N. Old Missouri Road. Although not within the Hillside-Hilltop Overlay District, the site is heavily vegetated with a significant upward slope from the northwest to the southeast. The property subject to this request is approximately 6.31 acres of a 36.20-acre site. It is zoned RSF-4, Residential Single-Family, Four Units per Acre, NC, Neighborhood Conservation, and NS-G, Neighborhood Services-General. At the Planning Commission meeting on April 11, 2022, a conditional use permit (CUP-2022-0004) was approved to allow multi-family on the portion of the property zoned NS-G, Neighborhood Services-General. The project received large scale development approval at the May 9, 2022 Planning Commission meeting (LSD-2022-0012). A concurrent plat for thirty-six residential lots, one commercial lot, two non-buildable lots, and two out lots was approved at the January 8, 2024 Planning Commission meeting.

Request: The request is to rezone 6.31 acres of the property to a split zoning of R-A, Residential-Agricultural (1.77 acres) and RSF-18, Residential Single-Family, Eighteen Units per Acre (4.54 acres). This request is associated with a proposal for Phase II of the State Station development.

Public Comment: To date, staff have received no public comment on this item.

Land Use Compatibility: The proposed R-A zoning is compatible as the areas are dedicated or planned tree preservation easements. The proposed zoning change to RSF-18 is compatible with surrounding land use patterns in this area, which includes a mixture of residential and non-residential development of generally low-

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

to-moderate intensity. Despite the greater density allowed under the proposed zoning district, staff finds that the single-family character of RSF-18 will complement the overwhelmingly detached dwelling development pattern of the area. Further bolstering staff's support of the request is the existing NS-G, Neighborhood Services, General, property to the west and the extension of Rolling Hills through the site. Although currently undeveloped, the property zoned NS-G allows low-intensity, non-residential uses along with some attached residential building types. When developed, a logical transition would result from greater densities along Old Missouri Road in the west to the lower-density single-family to the south and east.

Another consideration is the terrain of the area proposed for rezoning as it relates to surrounding land uses. As noted, the subject property slopes upward significantly from northwest to southeast. This gradient creates a natural transition of elevation just as the zoning transitions from the greater density of the existing NS-G and NC districts and proposed RSF-18 zoning district to the lower densities of the adjacent RSF-4 zoning districts.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the largely Residential Neighborhood Area designation of the subject property and surrounding area. Along with the recently rezoned NS-G and NC land to the west and north, development under the RSF-18 zoning on the subject property will encourage traditional neighborhood development in a compact form that is both complemented by mixed-use development to the west and complimentary of existing, low-density single-family developments to the east.

Among the goals in City Plan 2040, the proposed rezoning represents the potential for appropriate infill development, development in a traditional town form pattern, and a means of discouraging suburban sprawl. Although extensions of infrastructure are likely needed to facilitate development, adjacent City facilities and amenities are already in place and available for access, thereby reducing the strain on City infrastructure and amenities that would result from similar development in a sprawl location. Similarly, the requested RSF-18 zoning district and its associated build-to zone encourage patterns of development that result in realizing the City's goal of making traditional town form the standard. This includes the expectation that buildings be located at the street and on corners, thereby creating an environment appealing to pedestrians. Additionally, the property's location is approximately 1/4 mile north of the Tier 3 center identified within City Plan 2040's growth concept map at the intersection of N. Old Wire and Old Missouri Roads.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates an infill score of 4-5 for this site. The following elements of the matrix contribute to the score, at varying points:

- 4 Minute Fire Response (Station 4 at 3385 N. Plainview Ave.)
- Near Paved Trail (Old Missouri Trail)
- Near Public School (Butterfield Trail Elementary School)
- Near City Park (Gulley Park)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the February 26, 2024 Planning Commission meeting, a vote of 5-2-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited future land use compatibility and staff recommendations as noted in the report as reasons for approval. There was no public comment at the meeting. Commissioners Madden and Garlock were not favorable to the rezone, citing the lack of a master plan provided by the developer and steep slopes.

BUDGET/STAFF IMPACT:

N/A

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1783

RZN-2024-0001: Rezoning (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254): Submitted by JORGENSEN & ASSOCIATES for property located at 3006 N. OLD MISSOURI RD. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL, and NC, NEIGHBORHOOD CONSERVATION and contains approximately 6.31 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE and R-A, RESIDENTIAL – AGRICULTURAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0001 FOR APPROXIMATELY 6.31 ACRES LOCATED AT 3006 NORTH OLD MISSOURI ROAD IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE; NS-G, NEIGHBORHOOD SERVICES GENERAL; AND NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE AND R-A, RESIDENTIAL AGRICULTURAL

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; NS-G, Neighborhood Services General; and NC, Neighborhood Conservation to RSF-18, Residential Single-Family, Eighteen Units Per Acre and R-A, Residential Agricultural.

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

2024-1783

Item ID

3/19/2024

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

Jonathan Curth

3/1/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0001: Rezoning (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254): Submitted by JORGENSEN & ASSOCIATES for property located at 3006 N. OLD MISSOURI RD in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL, and NC, NEIGHBORHOOD CONSERVATION and contains approximately 6.31 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE and R-A, RESIDENTIAL – AGRICULTURAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

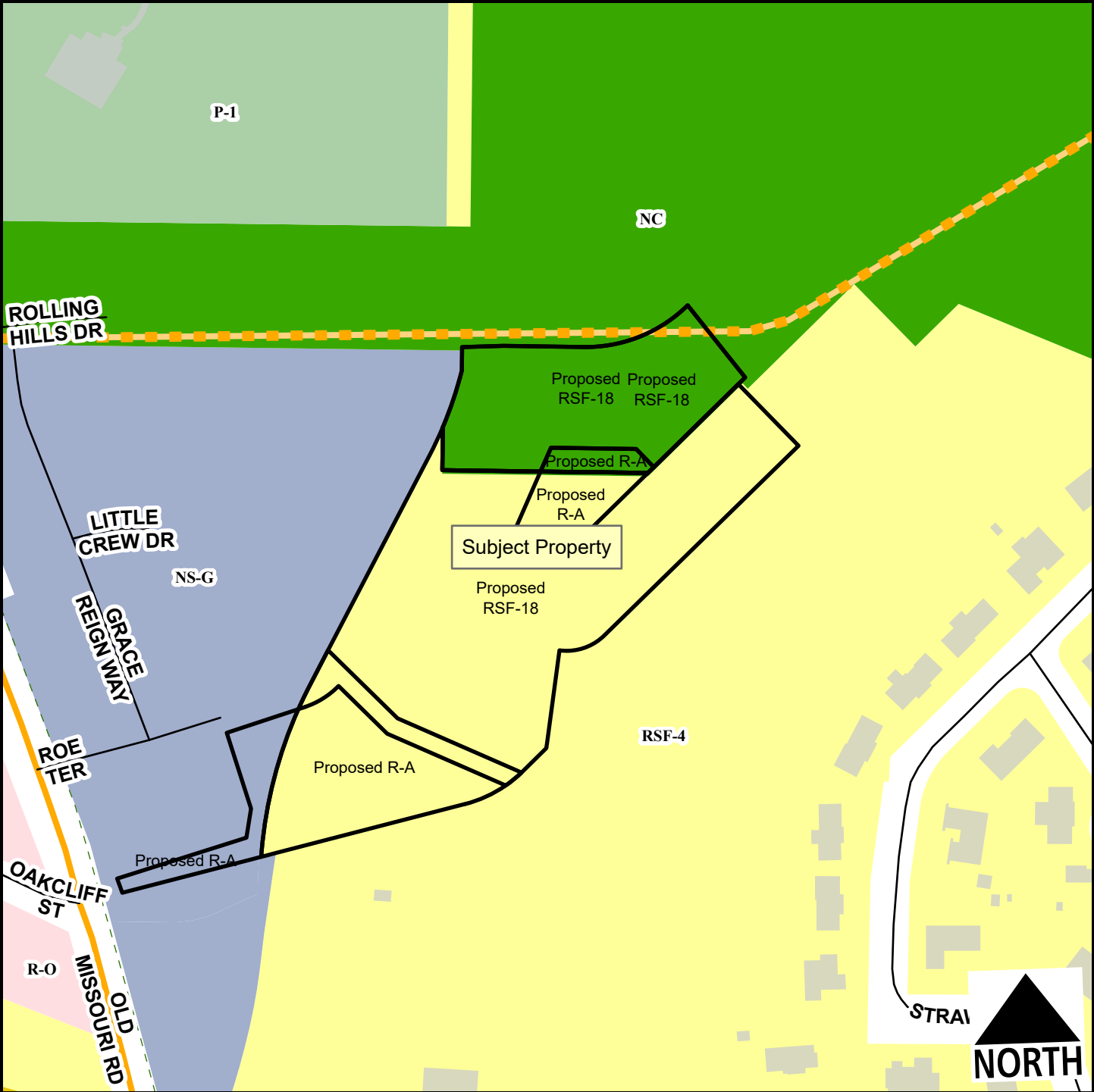
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Neighborhood Link Residential Link Planned Neighborhood Link Trail (Proposed) Planning Area	Feet 075150300450600 1:2,400	Zone Current Proposed
		NC 1.5 0.0 NS-G 0.0 0.0 RSF-18 0.0 4.54 RSF-4 3.6 0.0 R-A 0.0 1.77 Total 6.31 ac

LEGAL DESCRIPTION – NC TO RSF-18 (AREA 1):

A part of the SW 1/4 of the NE1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°39'53"W 239.26 feet, thence N65°30'44"W 202.53 feet, thence S47°30'13"W 83.43 feet, thence N42°29'47"W 120.00 feet, thence S47°30'13"W 201.14 feet, thence N36°34'21"W 10.05 feet to the POINT OF BEGINNING, thence S47°30'13"W 4.89 feet; thence S47°30'13"W 8.40 feet; thence S47°30'13"W 162.55 feet, thence N42°20'07"W 34.94 feet, thence N87°11'51"W 117.09 feet, thence S25°37'52"W 35.62 feet, thence N87°14'50"W 134.94 feet, thence N02°45'10"E 59.37 feet, thence along a non tangent curve to the left 82.00 feet, said curve having a radius of 538.69 feet and a chord bearing and distance of N20°31'18"E 81.92 feet, thence N02°45'10"E 32.12 feet, thence S89°38'55"E 56.78 feet, thence S87°12'57"E 110.36 feet, thence along a curve to the left 157.90 feet, said curve having a radius of 199.53 feet and a chord bearing and distance of N70°06'47"E 153.81 feet, thence S36°34'21"E 126.81 feet to the POINT OF BEGINNING: Containing 1.36 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – NC TO R-A (AREA 2):

A part of the SW1/4 of the NE1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°39'53"W 239.26 feet, thence N65°30'44"W 202.53 feet, thence S47°30'13"W 83.43 feet, thence N42°29'47"W 120.00 feet, thence S47°30'13"W 201.14 feet, thence N36°34'21"W 10.05 feet, thence S47°30'13"W 175.85 feet to the POINT OF BEGINNING; thence S47°30'13"W 11.34 feet, thence N87°14'50"W 147.70 feet, thence N25°37'52"E 35.62 feet, thence S87°11'51"E 117.09 feet, thence S42°20'07"E 34.94 feet to the POINT OF BEGINNING: Containing 0.10 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – RSF-4 to R-A (AREA 3):

A part of the SW1/4 of the NE1/4 of Section 36, T17, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°39'53"W 239.26 feet, thence N65°30'44"W 202.53 feet, thence S47°30'13"W 83.43 feet, thence N42°29'47"W 120.00 feet, thence S47°30'13"W 201.14 feet, thence N36°34'21"W 10.05 feet, thence S47°30'13"W 187.18 feet to the POINT OF BEGINNING, thence S47°39'53"W 160.32 feet, thence N64°22'08"W 75.93 feet, thence N25°37'52"E 91.19 feet, thence S87°14'50"E 147.70 feet to the POINT OF BEGINNING: Containing 0.27 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – RSF-4 TO RSF-18 (AREA 4):

A part of the SW 1/4 of the NE1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°37'43"W 1,042.97 feet, thence N42°29'47"W 142.81 feet, thence S47°30'13"W 111.07 feet to the POINT OF BEGINNING; thence S47°30'13"W 45.96 feet, thence along a curve to the right 1.92 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S47°49'08"W 1.92 feet, thence N64°22'08"W 185.73 feet, thence N43°33'45"W 133.80 feet, thence N29°29'25"E 301.80 feet, thence along a curve to the left 43.32 feet, said curve having a radius of 538.69 feet and a chord bearing and distance of N27°11'11"E 43.31 feet, thence S02°45'10"W 59.37 feet, thence S87°14'50"E 134.94 feet, thence S25°37'52"W 91.19 feet,

thence S64°22'08"E 75.93 feet, thence N47°39'14"E 171.66 feet, thence N47°30'13"E 162.55 feet, thence S42°20'07"E 118.35 feet, thence S47°39'53"W 373.10 feet, thence along a curve to the right 67.13 feet, said curve having a radius of 74.00 feet and a chord bearing and distance of S73°39'12"W 64.85 feet, thence S09°38'32"W 135.68 feet to the POINT OF BEGINNING: Containing 3.18 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – RSF-4 to R-A (AREA 5):

A part of the SW1/4 of the NE1/4 of Section 36, T17, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°37'43"W 1,042.97 feet, thence N42°29'47"W 142.81 feet, thence S47°30'13"W 157.03 feet, thence along a curve to the right 1.92 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S47°49'08"W 1.92 feet to the POINT OF BEGINNING; thence along a curve to the right 89.64 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S62°48'29"W 88.66 feet, thence S77°28'55"W 289.47 feet, thence along a non tangent curve to the right 247.19 feet, said curve having a radius of 608.69 feet and a chord bearing and distance of N17°51'23"E 245.50 feet, thence N29°29'25"E 53.86 feet, thence S43°33'45"E 133.80 feet, thence S64°22'08"E 185.73 feet to the POINT OF BEGINNING: Containing 1.10 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION – NS-G TO R-A (AREA 6):

A part of the SW1/4 of the NE1/4 and a part of the SE1/4 of the NW1/4 of Section 36, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said SW1/4, NE1/4, thence S47°37'43"W 1,042.97 feet, thence N42°29'47"W 142.81 feet, thence S47°30'13"W 157.03 feet, thence along a curve to the right 91.56 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S62°29'34"W 90.52 feet, thence S77°28'55"W 289.47 feet to the POINT OF BEGINNING; thence S77°28'55"W 197.20 feet, thence N17°45'38"W 20.87 feet, thence N74°27'59"E 186.22 feet, thence N11°16'47"E 40.41 feet, thence N15°51'33"W 109.41 feet, thence N73°38'48"E 103.78 feet, thence along a non tangent curve to the left 210.38 feet, said curve having a radius of 608.69 feet and a chord bearing and distance of S16°07'25"W 209.33 feet to the POINT OF BEGINNING: Containing 0.30 acres more or less subject to easements and right of way of record.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Cole, Planner

MEETING DATE: February 26, 2024 **updated w/ meeting results**

SUBJECT: **RZN-2024-0001: Rezoning (3006 N. OLD MISSOURI RD./OLD MISSOURI LAND DEVELOPMENT LLC, 253 & 254):** Submitted by JORGENSEN & ASSOCIATES for property located at 3006 N. OLD MISSOURI RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL, and NC, NEIGHBORHOOD CONSERVATION and contains approximately 6.31 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, EIGHTEEN UNITS PER ACRE and R-A, RESIDENTIAL - AGRICULTURAL

RECOMMENDATION:

Staff recommend forwarding **RZN-2024-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0001** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in north Fayetteville, roughly ¼ mile north of the intersection of N. Old Wire Road and N. Old Missouri Road (a Tier 3 Center). The property subject to this request is approximately 6.31 acres of a 36.20-acre site. It is zoned RSF-4, Residential Single-Family, Four Units per Acre, NC, Neighborhood Conservation, and NS-G, Neighborhood Services-General. Areas 3, 4, and 5 received its current zoning in 2003 with the new city-wide zoning map (Ord. 4503, July 2003). Area 6 received its current in July 2017 when it was rezoned from RSF-4 to NS-G (Ord. 5087, July 2017). Areas 1 and 2 received their current zoning in 2018 when it was rezoned from RSF-4 to NC (Ord. 6062, May 2018). At the Planning Commission meeting on April 11, 2022, a conditional use permit (CUP-2022-0004) was approved to allow multi-family on the portion of the property zoned NS-G, Neighborhood Services-General. The project received large scale development approval at the May 9, 2022 Planning Commission meeting (LSD-2022-0012). A concurrent plat for thirty-six residential lots, one commercial lot, two non-buildable lots, and two out lots was approved at the January 8, 2024 Planning Commission meeting. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	NC, Neighborhood Conservation
South	Undeveloped	RSF-4, Residential Single-Family, Four Units per Acre; NS-G, Neighborhood Services - General
East	Undeveloped	NC, Neighborhood Conservation; RSF-4, Residential Single-Family

West	Multi-Family Residential; Church	NS-G, Neighborhood Services General; R-O, Residential Office
------	----------------------------------	--

Request: The request is to rezone 6.31 acres of the property to R-A, Residential-Agricultural (1.77 acres) and RSF-18, Residential Single-Family, Eighteen Units per Acre (4.54). This request is associated with a proposal for Phase II of the State Station development.

Public Comment: To date, staff has received no public comment on this item.

INFRASTRUCTURE:

Streets: The subject area has no road frontage. Any street improvements will be determined at the time of development proposal.

Water: Public water is not yet available to the subject area. Main extensions would be required and would be evaluated at the time of development review.

Sewer: Sanitary sewer is not yet available to the subject area. Main extensions would be required and would be evaluated at the time of development review.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District, or within a FEMA floodplain. Hydric soils are not present on site. The property lies outside the Hilltop-Hillside Overlay District (HHOD), but portions of the site include areas of 15% slope or greater, which may indicate further development restrictions. Any additional improvements, assessments, or requirements for drainage, slope, or other related issues will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. There is an existing fire hydrant east of the subject area. Station 4, located at 3385 N. Plainview Ave., protects this site. The property is located approximately 1.4 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

Current Zoning	Acreage	Min. Canopy	Proposed Zoning	Min. Canopy	Change
NS-G	0.30	20%	R-A	25%	+5%
NC	0.10	20%	R-A	25%	+5%
RSF-4	1.37	25%	R-A	25%	0%
RSF-4	3.18	25%	RSF-18	20%	-5%
NC	1.36	20%	RSF-18	20%	0%

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates an infill score of 4 for this site, with a weighted score of 8. The following elements of the matrix contribute to the score, at varying points:

- 4 Minute Fire Response (Station 4)
- Near Paved Trail (Old Missouri Trail)
- Near Public School (Butterfield Trail Elementary School)
- Near City Park (Gulley Park)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** The proposed R-A zoning in areas 2, 3, 5, and 6 are compatible as the areas are dedicated or planned tree preservation easements. The proposed zoning change in areas 1 and 4 to RSF-18 is compatible with surrounding land use patterns in this area, which includes a mixture of residential and non-residential development of generally low-to-moderate intensity. Despite the greater density allowed under the proposed zoning district, staff finds that the single-family character of RSF-18 will complement the overwhelmingly detached dwelling development pattern of the area. Further bolstering staff's support of the request is the existing NS-G, Neighborhood Services, General, property to the west and the extension of Rolling Hills through the site. Although currently undeveloped, the property zoned NS-G allows low-intensity, non-residential uses along with some attached residential building types. When developed, a logical transition would result from greater densities along Old Missouri Road in the west to the lower-density single-family to the south and east.

Another consideration is the terrain of the area proposed for rezoning as it relates to surrounding land uses. As noted, the subject property slopes upward significantly from northwest to southeast. This gradient creates a natural transition of elevation just as the zoning transitions from the greater density of the existing NS-G and NC districts and proposed RSF-18 zoning district to the lower densities of the adjacent RSF-4 zoning districts.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) and consistent with the Residential Neighborhood Area designation of the subject property and surrounding area. Along with

the recently rezoned NS-G and NC land to the west and north, development under the RSF-18 zoning on the subject property will encourage traditional neighborhood development in a compact form that is both complemented by mixed-use development to the west and complimentary of existing, low-density single-family developments to the east.

Among the goals in City Plan 2040, the proposed rezoning represents the potential for appropriate infill development, development in a traditional town form pattern, and a means of discouraging suburban sprawl. Although extensions of infrastructure are likely needed to facilitate development, adjacent City facilities and amenities are already in place and available for access, thereby reducing the strain on City infrastructure and amenities that would result from similar development in a sprawl location. Similarly, the requested RSF-18 zoning district and its associated build-to zone encourage patterns of development that result in realizing the City's goal of making traditional town form the standard. This includes the expectation that buildings be located at the street and on corners, thereby creating an environment appealing to pedestrians.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the zoning change to allow for development at a greater density than that allowed under the existing RSF-4 and NC zoning districts. The proposed RSF-18 zoning will encourage appropriate density and a transition from higher density development along N. Old Missouri Rd. to lower density development to the east.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The RSF-18 zoning district allows a residential density that is greater than that allowed under the current NC and RSF-4 zoning district: 10 units per acre versus 10 and 4, respectively. Given the property's undeveloped state, any development would invariably create the potential for increased traffic in the area. That said, and as previously noted, the property is located with access to Old Missouri Road, and near Rolling Hills Drive and Old Wire Road, all Neighborhood Link streets. With Phase I, E. Rolling Hills Dr. was extended, and a traffic signal was added improving traffic safety at the intersection. While there will be an appreciable increase in traffic with any development, direct access to Old Missouri Road will likely limit the intrusion of through traffic into adjacent neighborhoods.

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: Due to the property being currently undeveloped, development under the current zoning or the proposed zoning will result in an increase in the load on public services. That said, this increase has the potential to be greater under RSF-18 than the existing NC and RSF-4 zoning. RSF-18 allows for 18

units per acre, while NC allows 10 units per acre and RSF-4 allows 4 units per acre. Despite the potential for greater density, the subject property has access to connect to planned infrastructure in Phase I of Stage Station. With Phase I, E. Rolling Hills Dr. was extended and a traffic signal was added, improving traffic safety at the intersection. Additionally, neither the Police nor Fire Departments have expressed objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0001 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>February 26, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Sparkman	w/ recommendation of approval				
Second: Payne					
Vote: 5-2-0 (Madden and Garlock voting no)					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.03, R-A, Residential-Agricultural
 - §161.07, RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.10, RSF-18, Residential Single-Family, 18 Units per Acre
 - §161.19, NS-G, Neighborhood Services - General
 - §161.29, NC, Neighborhood Conservation
- Rezoning History Exhibit
- Request Letter
- Applicant Exhibit
- Close Up Map
- One Mile 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.

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet
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Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	30 feet
Two (2) family	30 feet

(2) *Lot Area Minimum.*

Townhouses: individual lot	1,250 square feet
Single-family	2,500 square feet
Two-family	2,000 square feet

(E) *Setback Requirements.*

Front	Side	Side-Zero Lot Line*	Rear
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A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet on both sides	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet
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* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width for two-family dwellings.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General 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-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General 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 permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	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*. Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum*.

All dwellings	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 per dwelling unit
All other uses	None

(E) *Setback regulations*.

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage*. 50% of the lot width.

161.29 - Neighborhood Conservation

(A) *Purpose*. The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses*.

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
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Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density*. Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum*.

Single Family	40 feet
Two Family	80 feet
Three Family	90 feet

(2) *Lot Area Minimum*. 4,000 square feet

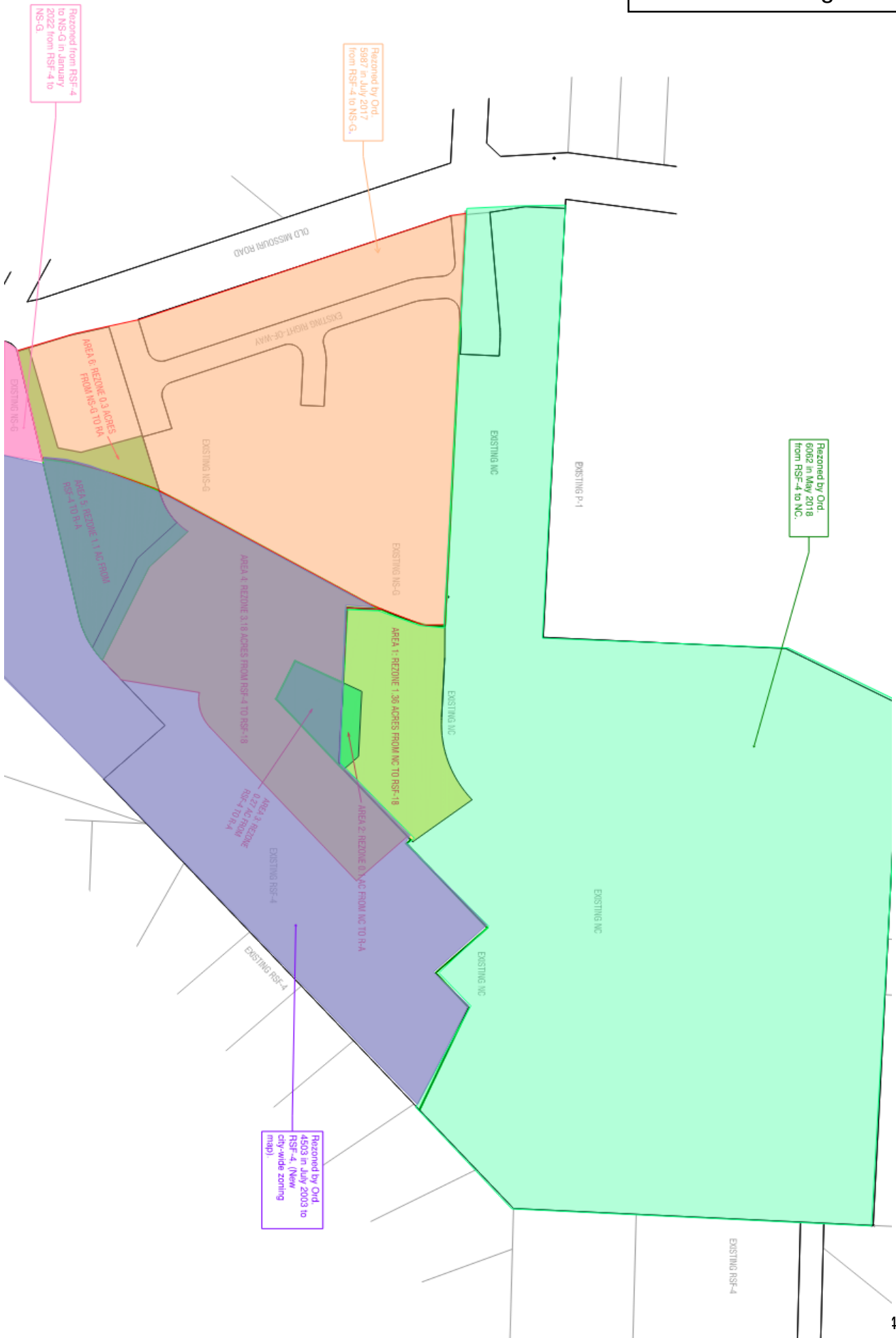
(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	45 feet
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Exhibit: Rezoning History



February 6, 2024

City of Fayetteville
Development Services
113 West Mountain Street
Fayetteville, AR 72703

CoF Job # RZN-2024-0001
J+A Job #2021161

Attn: Planning
Re: Stage Station RZN

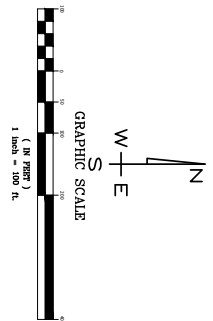
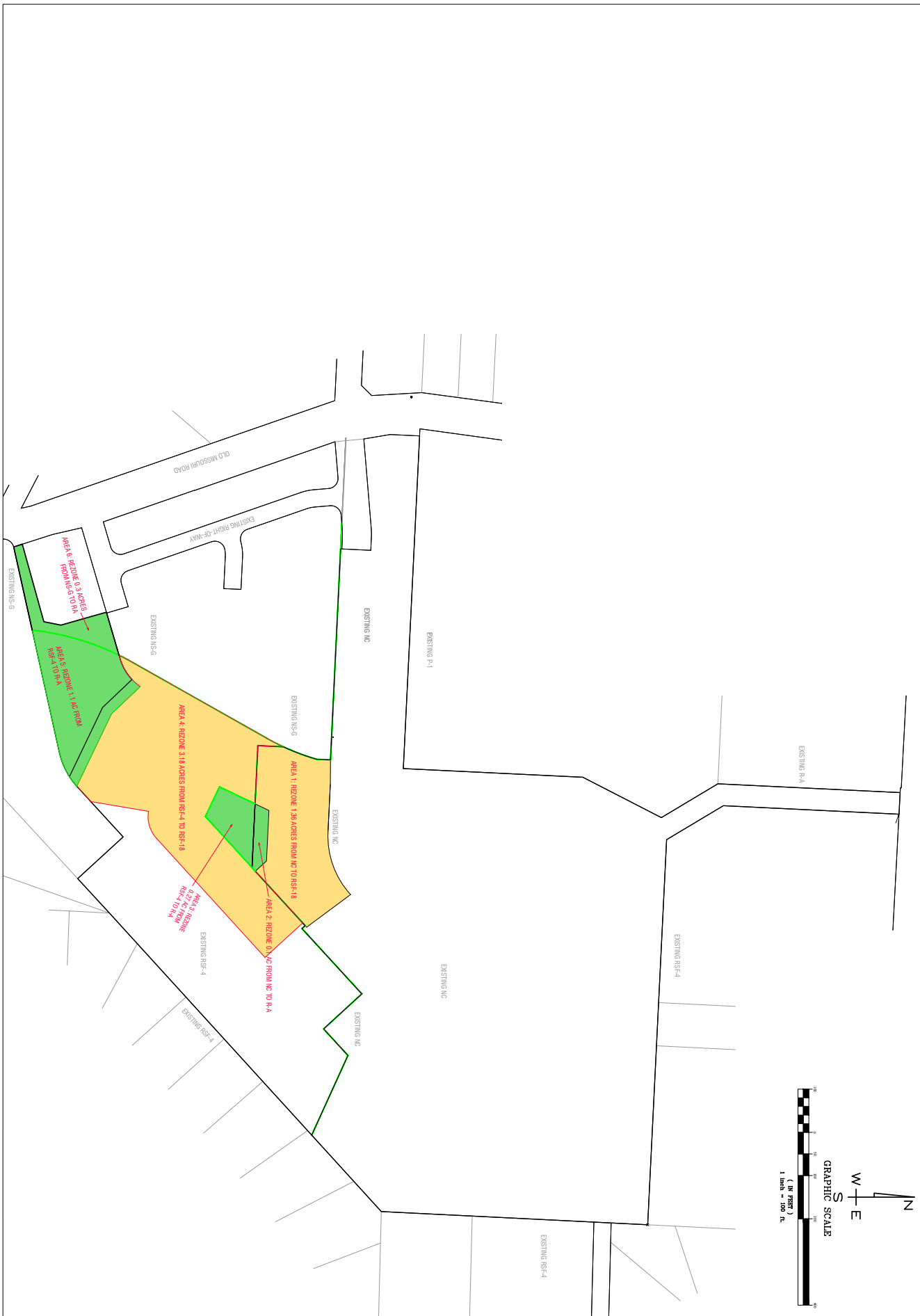
To whom it may concern;

Please accept this request for a rezoning of a small portion of the new a development known as Stage Station located off of Old Missouri Road and behind the Butterfield Elementary School. Since the inception of this project, the goal has been to provide a variety of housing options for the market. The development team is making good progress on the first phase and as we move into more detailed design work for phase 2, we have found that it would be beneficial to rezone a portion of the existing NC and existing RSF-4 to RSF-18. In addition we are proposing to rezone the platted and planned tree preservation areas to R-A. We feel that this rezoning will have a positive impact to the layout as the development transitions from west to east. The RSF-18 will allow us to create a pocket community just east of the abandoned 36" water main and will create more variety of housing types in this overall planned community.

We look forward to working with the city to make this a successful project.

Sincerely;

Jorgensen + Associates

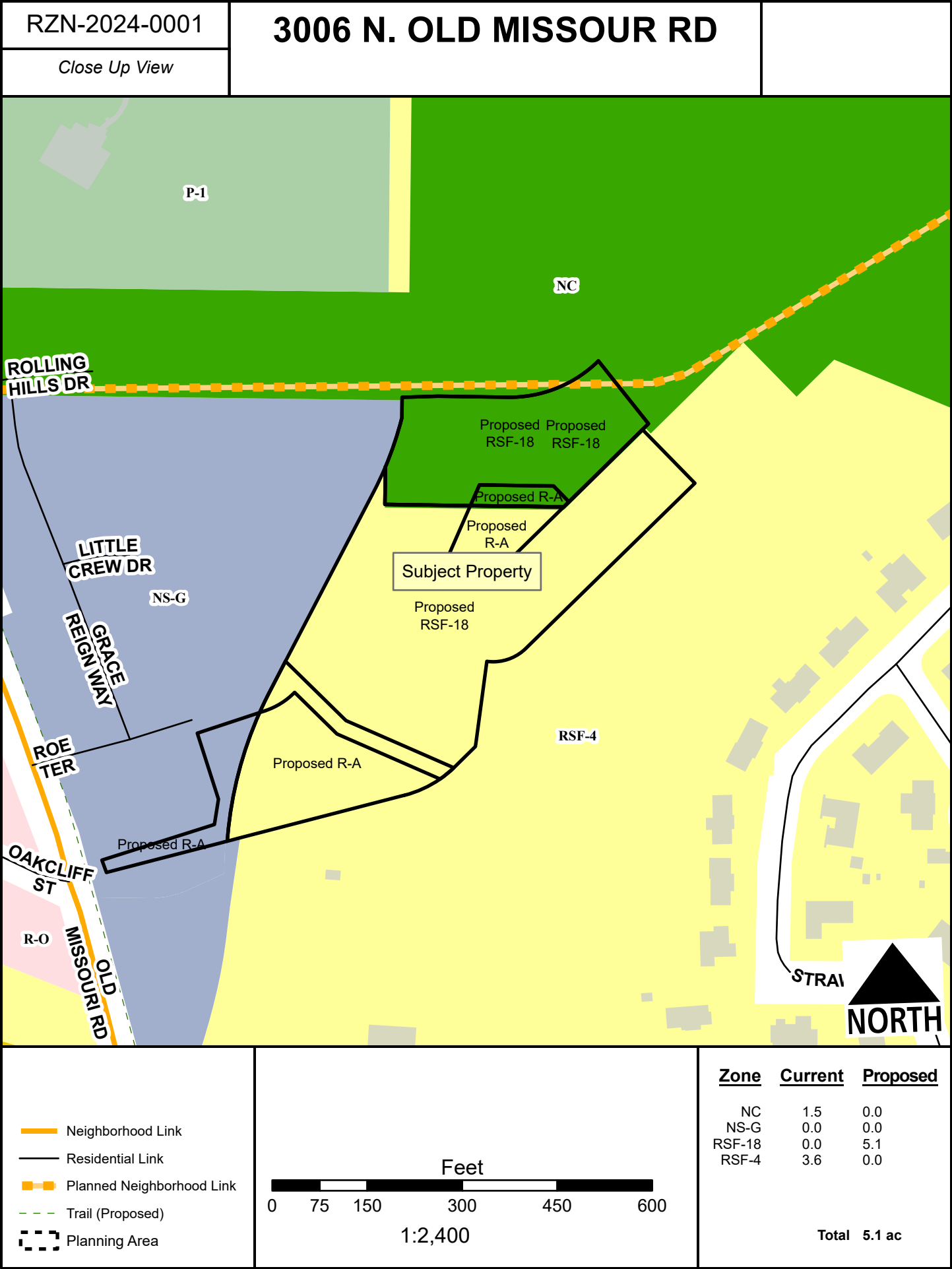


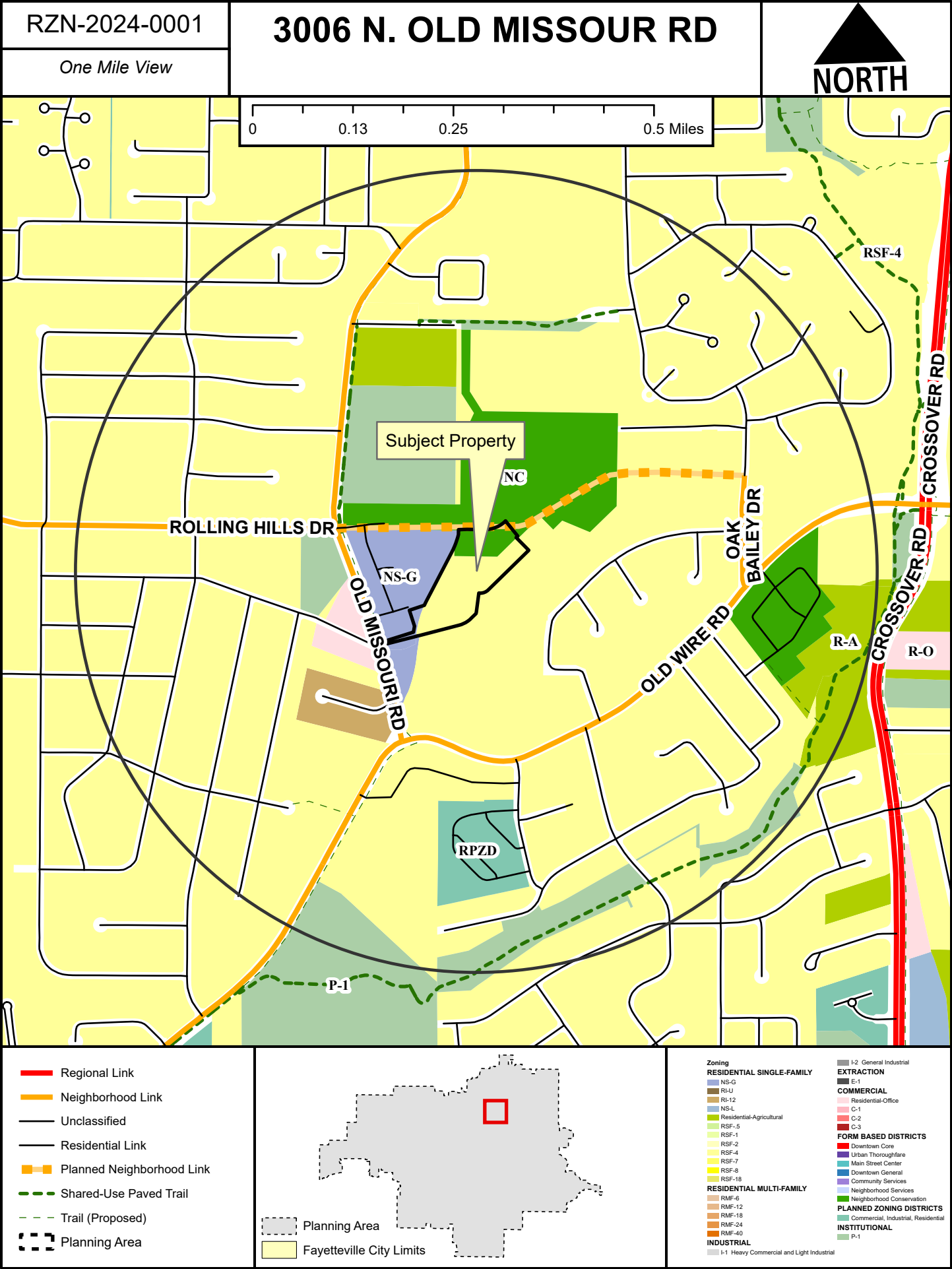
PROJECT TITLE:
STAGE STATION
PHASE 2

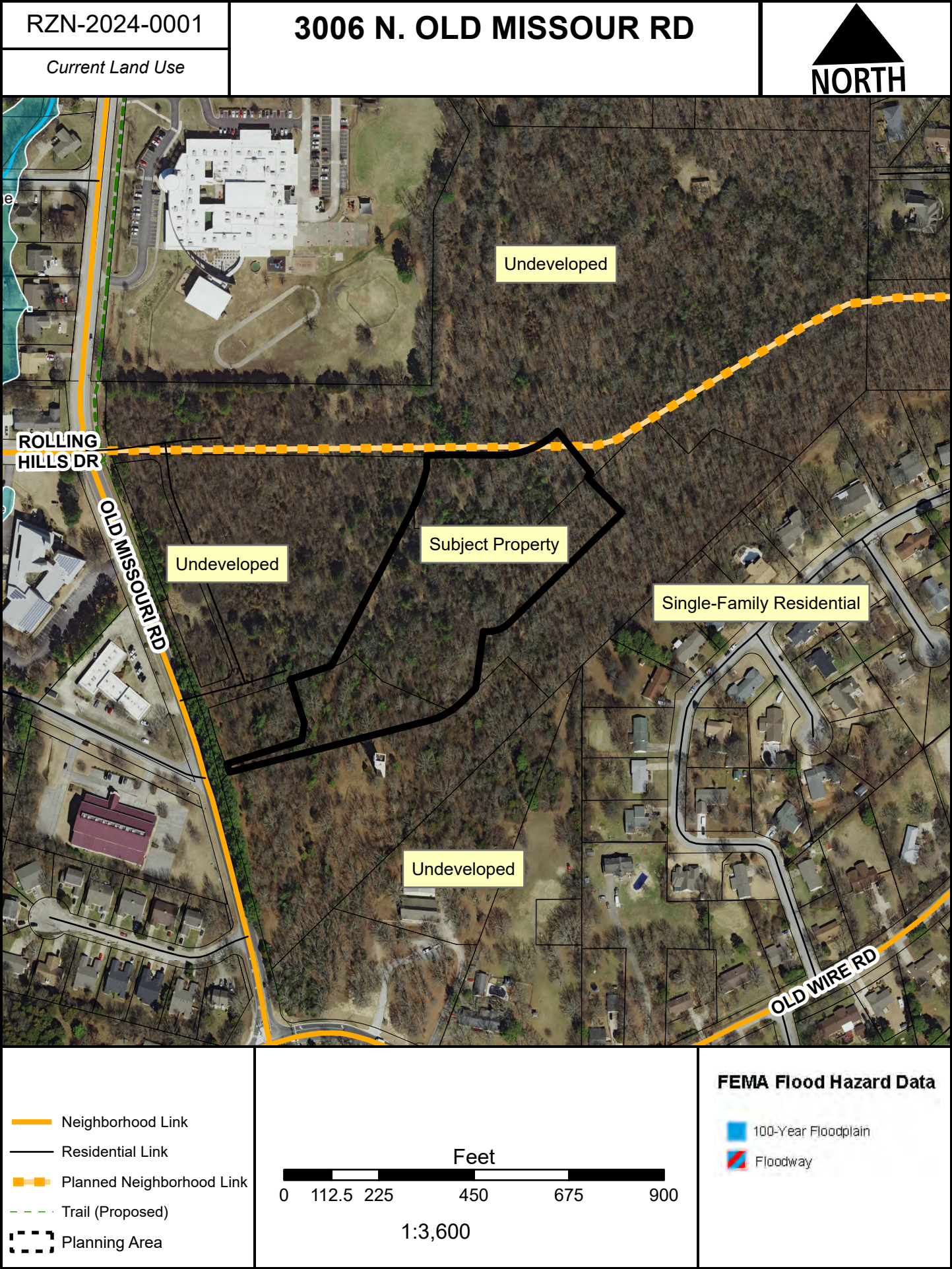
PROJECT LOCATION:
FAYETTEVILLE, AR

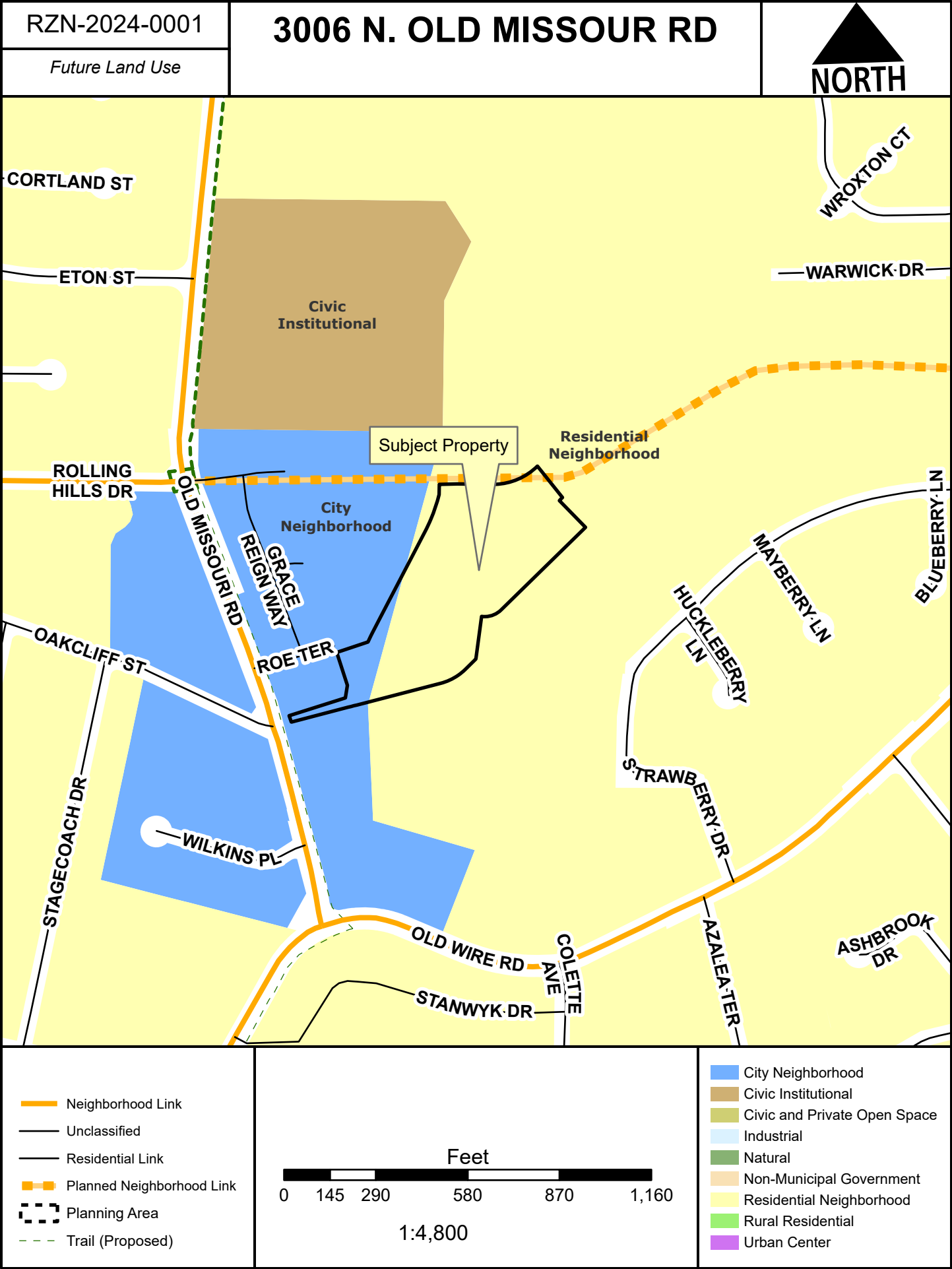
JORGENSEN + ASSOCIATES, INC.
Planning Commission
February 26, 2024

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Phone: 479-442-9617
Fax: 479-442-9618
Civil Engineering • Surveying • Established 1965











MEETING OF MARCH 19, 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

SUBJECT: **RZN-2023-0037: Rezoning (EAST OF E. 9TH ST. & S. WASHINGTON AVE./DAKOTA DEVELOPMENT LLC, 563): Submitted by DAKOTA DEVELOPMENT LLC for property located EAST OF E. 9TH ST. & S. WASHINGTON AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.03 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:

City planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in south Fayetteville just east of Washington Avenue and north of 9th Street. The property includes one parcel totaling 1.03 acres which is currently undeveloped. While it does not have frontage on a public street, the property is bordered to the east, west, and south by platted right-of-way. It received its current zoning designation of NC, Neighborhood Conservation, as a result of the Walker Park Neighborhood Plan in 2008.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Public Comment: Prior to the Planning Commission meeting, staff received public comment on this item from four individuals. Three expressed their support for the proposed rezoning, stating that RI-U would be compatible with the surrounding neighborhood and promote well-scaled infill. Their comments are attached to this report. Another individual called staff and expressed their opposition to the rezoning, citing concerns about drainage and increased density at this location.

Land Use Compatibility: Staff finds the requested rezoning to be generally compatible with surrounding land use and zoning patterns. While the surrounding neighborhood is primarily single-family residential in character, there are several attached dwellings and nonresidential uses in close proximity to the subject property. In terms of zoning, the surrounding neighborhood includes a variety of zoning designations ranging from lower-density single-family residential districts such as NC, Neighborhood Conservation, to mixed-use districts with no stated density limitation, like DG, Downtown General. Where the subject property's existing zoning

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

designation of NC allows for the by-right development of single-family dwellings at a density of 10 units per acre, RI-U would allow for the by-right development of single-family to four-family dwellings with density limited by building height limits and development requirements like parking and stormwater infrastructure. With regard to bulk and area regulations, NC allows for the creation of lots with a minimum width of 40 feet and a minimum area of 4,000 square feet. RI-U would allow for lots with a minimum width of 18 feet. There is no stated lot area minimum in the RI-U zoning district. While the subject property does not currently have direct frontage on a public street, staff finds the requested zoning to be generally compatible with the surrounding area. In order for the subject property to be considered developable, whether under the current NC zoning or proposed RI-U zoning, street improvements would need to be installed and/or a variance from the Board of Adjustment would need to be requested since the lot does not currently have frontage on a public street.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (eight-inch main, Washington Avenue)
- Near Water Main (six-inch main, Washington Avenue)
- Near City Park (Walker Park, Jefferson Park)
- Near Paved Trail (Walker Park Trail)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood)

DISCUSSION:

At the February 26, 2024, Planning Commission meeting, a vote of 5-2-0 forwarded this request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner Winston seconded it. Commissioners Sparkman and Garlock voted against it, expressing concerns about the proposed rezoning resulting in higher-density development that may be out of character with the surrounding neighborhood. Commissioners in favor of the request found the proposed rezoning to be generally compatible with current land uses and future land use plans. Several commissioners expressed concerns about the presence of hydric soils and the lack of access to public streets, water, and sewer on site. Five members of the public spoke against this request at the meeting. Many voiced their concerns about the proposed rezoning resulting in increased development and adversely affecting wildlife and drainage in the neighborhood.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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 #: 2024-1789

RZN-2023-0037: Rezoning (EAST OF E. 9TH ST. & S. WASHINGTON AVE./DAKOTA DEVELOPMENT LLC, 563): Submitted by DAKOTA DEVELOPMENT LLC for property located EAST OF E. 9TH ST. & S. WASHINGTON AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.03 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0037 FOR APPROXIMATELY 1.03 ACRES LOCATED EAST OF EAST 9TH STREET AND SOUTH WASHINGTON AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1789

Item ID

3/19/2024

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

Jonathan Curth

3/1/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0037: Rezoning (EAST OF E. 9TH ST. & S. WASHINGTON AVE./DAKOTA DEVELOPMENT LLC, 563):
Submitted by DAKOTA DEVELOPMENT LLC for property located EAST OF E. 9TH ST. & S. WASHINGTON AVE. in
WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.03 acres. The
request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

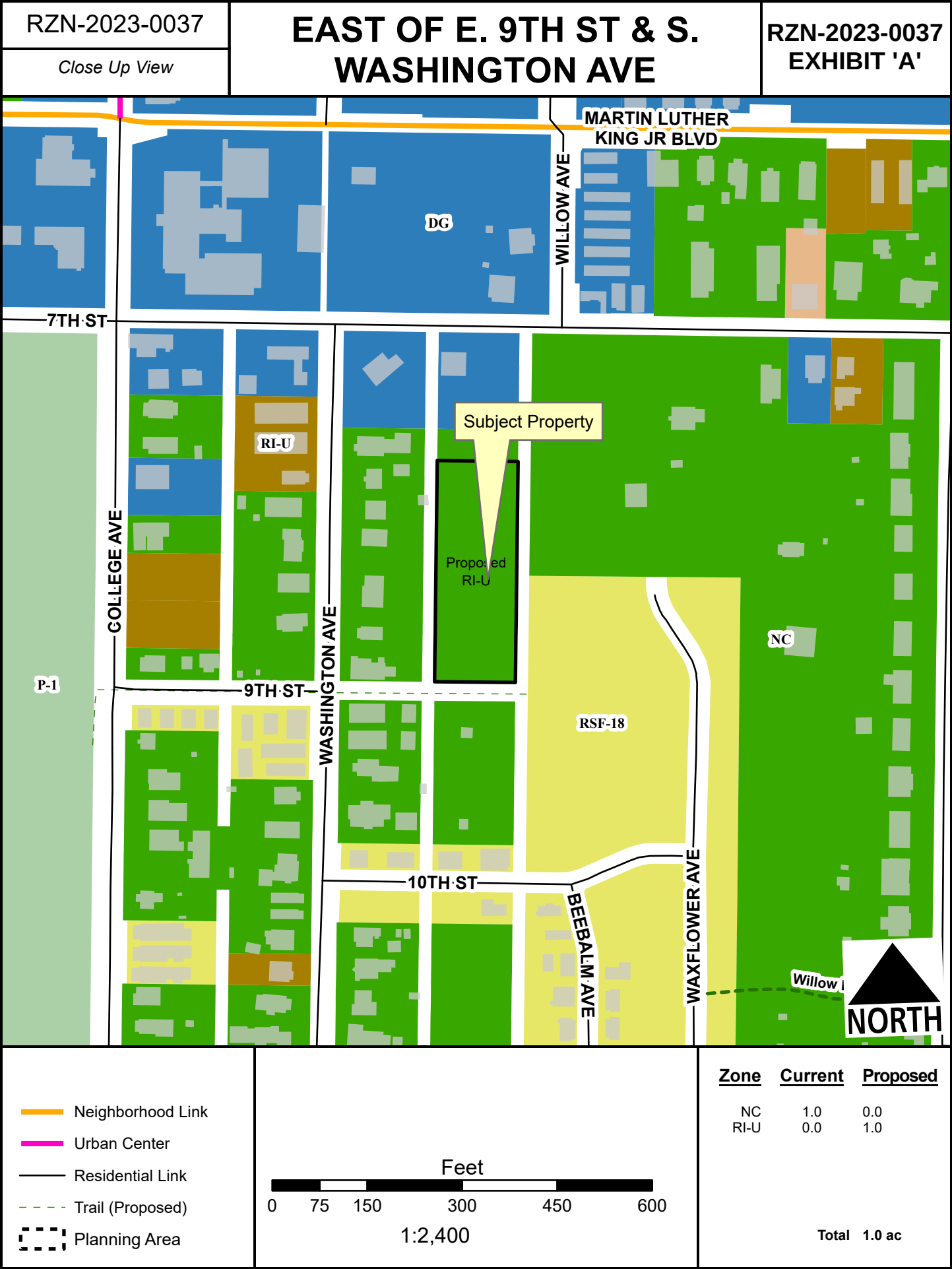
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Legal Description of Property to be Rezoned

Lots 23 - 36, Block 4, Glenwood Park Addition to the City of Fayetteville, Arkansas, as designated upon the recorded plat of said addition on file in the office of the Circuit Clerk and Recorder of Washington County, Arkansas.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: February 26, 2024 (updated with results)

SUBJECT: **RZN-2023-0037: Rezoning (EAST OF E. 9TH ST. & S. WASHINGTON AVE./DAKOTA DEVELOPMENT LLC, 563):** Submitted by DAKOTA DEVELOPMENT LLC for property located EAST OF E. 9TH ST. & S. WASHINGTON AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.03 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0037** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0037** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in south Fayetteville just east of Washington Avenue and north of 9th Street. The property contains one parcel totaling 1.03 acres which is currently undeveloped. While it does not have frontage on a public street, the property is bordered to the east, west, and south by platted right-of-way. It received its current zoning designation of NC, Neighborhood Conservation, as a result of the Walker Park Neighborhood Plan in 2008. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	NC, Neighborhood Conservation
South	Undeveloped	NC, Neighborhood Conservation
East	Undeveloped	RSF-18, Residential Single-Family, 18 Units per Acre
	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received public comment on this item from four individuals. Three expressed their support for the proposed rezoning, stating that RI-U would be compatible with the surrounding neighborhood and promote well-scaled infill. Their comments are attached to this report. Another individual called staff and expressed their opposition to the rezoning, citing concerns about drainage and increased density at this location.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has no frontage on a public street. 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 not available to the subject property. A sewer main extension would be required at the time of development.

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 or a FEMA-designated floodplain and no protected streams are present on site. Hydric soils are present which are known indicators 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.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 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 district, RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district, NC, Neighborhood Conservation, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area. The property is also located within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also

encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the 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 6.5. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (eight-inch main, Washington Avenue)
- Near Water Main (six-inch main, Washington Avenue)
- Near City Park (Walker Park, Jefferson Park)
- Near Paved Trail (Walker Park Trail)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park 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 generally compatible with surrounding land use and zoning patterns. While the surrounding neighborhood is primarily single-family residential in character, there are several attached dwellings and nonresidential uses in close proximity to the subject property. In terms of zoning, the surrounding neighborhood contains a variety of zoning designations ranging from lower-density single-family residential districts such as NC, Neighborhood Conservation, to mixed-use districts with no stated density limitation like DG, Downtown General. Where the subject property's existing zoning designation of NC allows for the by-right development of single-family dwellings at a density of 10 units per acre, RI-U would allow for the by-right development of single-family to four-family dwellings without limitation to density. With regard to bulk and area regulations, NC allows for the creation of lots with a minimum width of 40 feet and a minimum area of 4,000 square feet. RI-U would allow for lots with a minimum width of 18 feet. There is no stated lot area minimum in the RI-U zoning district. While the subject property does not currently have direct frontage on a public street, staff finds the requested zoning to be generally compatible with the surrounding area. In order for the subject property to be considered developable, whether under the current NC zoning or proposed RI-U zoning, street improvements would need to be installed and/or a variance from the Board of Adjustment would need to be requested since the lot does not currently have frontage on a public street.*

Land Use Plan Analysis: Staff finds the applicant's request to be consistent with the City's land use and zoning plans. The subject property is designated as Residential Neighborhood area in the City Plan 2040 Future Land Use Map. Staff finds that a rezoning from NC to RI-U could support that designation since a rezoning to RI-U would allow for a wider variety of housing types. Staff also finds the requested rezoning to be aligned with Goals 1, 4, and 6 of City Plan 2040 since it would encourage residential infill in an area that has a moderate infill score of 7 and is in close proximity to paved trails and bus routes. Staff also finds the proposed rezoning to be generally aligned with the Walker Park Neighborhood Plan since it would retain a balance of housing options and enable residents to live in the same neighborhood as their housing needs change.

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 NC to RI-U is justified since it would allow for incremental residential infill. The existing NC zoning district has more limited bulk, area, and density limitations and it does not allow for the development of two-family to four-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 NC to RI-U has the potential to increase traffic at this location when considering that RI-U would allow for more dense development than the existing NC zoning. The property does not currently have frontage on a public street and any street improvements and potential traffic impacts would be determined at the time of development.

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 is in close proximity to public streets and existing water and sewer mains. Any necessary upgrades or improvements to existing infrastructure would 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-2023-0037 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>February 26, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Brink		with a recommendation of approval	
Second: Winston			
Vote: 5-2-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.12 District RI-U, Residential Intermediate - Urban
 - §161.29 Neighborhood Conservation
- Request Letter
- Public Comment
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Public Comment Received After Publication of Staff Report

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwelling types	40 feet
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(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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WRITTEN JUSTIFICATION APPLICATION FOR REZONING

The subject property is identified as Lots 23-28, Block 4, Glenwood Park Addition to the City of Fayetteville, AR., Tax Parcel Number 765-05718-000 (the “Property”). It is generally located southeast of the intersection of S. Washington Ave and E. 7th Street and is south of the property at 223 E. 7th Street (zoned Downtown General (DG)). The Property consists of one lot totaling 1.02 acre and is zoned Neighborhood Conservation (NC). There are no existing structures on the Property. It is grassed with very few trees. The Applicant requests to rezone the Property to RI-U, Residential Intermediate-Urban.

The request to rezone the Property to RI-U is compatible given the surrounding context. Properties in the near vicinity are primarily used for residential purposes with a small commercial node at the southeast corner of the intersection of S. Washington Ave and E. 7th Street. Nearby uses include: multi-family dwellings along S. Washington Ave; property to the north is developed with the former Jefferson Elementary School; other properties are developed with single-family homes. As a result, the proposed zoning of RI-U is in context with the surrounding properties.

The proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning RI-U fulfills the City Plan 2040 Goals as it: 1) provides appropriate infill and will revitalize the area; 2) facilitates redevelopment of an infill site rather than contributing to suburban sprawl; 3) allows for compact, complete, and connected development on the Property and in the area; 4) sustains a livable transportation network; 6) creates opportunities for additional attainable housing. In addition, the Property scores a minimum of 7 on the Infill Scoring Matrix. Rezoning would put added residential density on properties with ready access to basic development needs such as public streets, water, and sanitary sewer. The Property is also near Walker Park and in close proximity to the University of Arkansas and Fayetteville High School. Rezoning aligns with Goal #4 since additional residential density on the site would be located near multiple transit routes and non-residential uses and employment centers in the Downtown Core area. As a result, the Applicant’s request will not adversely affect the existing use or usability of and is compatible with adjacent and nearby property.

The City Plan 2040 future land use map designates the Property as Residential Neighborhood, which is primarily residential in nature and supports a wide variety of housing types of appropriate scale and context. City Neighborhood Areas encourage density of all housing types and provide a varying mix of nonresidential and residential uses. The rezoning of the Property will help facilitate redevelopment of an infill site rather than contributing to suburban sprawl, create opportunities for diverse and attainable housing, and promotes residential development that is connected to non-residential services.

In addition, the request is consistent with the Walker Park Neighborhood Plan which designates the Property as City Neighborhood Area that encourages a diversified housing stock at an increased density, including multi-family and rowhouses. In addition, this proposed development's location near a neighborhood commercial node enables residents to live in the same neighborhood during different phases of their lives.

For the reasons stated above, rezoning the Property to RI-U is compatible with neighboring property and will not unreasonably adversely affect or conflict with surrounding land uses.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lawrence Finn', with a stylized, overlapping loop structure.

Lawrence Finn
Dakota Development

From: Wes Bates <bateswt@gmail.com>
Sent: Monday, February 19, 2024 3:54 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN 2023-0037

Planning Commission Members,

I am writing to express my support for the rezoning application RZN 2023-0037 for property southeast of the intersection of E. 7th Street and S. Washington Ave. I am the property owner of 1022 S Beebalm Ave that is near the property. Dakota Development has met with adjacent property owners to answer questions and describe the proposed development. Rezoning to RI-U is appropriate for this area because it is compatible with the neighborhood. Nearby, there are multi-family buildings, single family homes, and a commercial node at the corner of the intersection. Also, rezoning the property to allow additional residential uses will revitalize the area.

I ask the Planning Commission and City Council to approve the application. The rezoning will enhance our quality of life and will be an asset to the neighborhood.

Regards,

Wesley Bates

--

Wes Bates
bateswt@gmail.com
479-595-5499

From: Matt Hoffman <matt@mbi-arch.com>
Sent: Tuesday, February 20, 2024 9:53 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN 2023-0037

Madam Chair and Commissioners,

As a nearby resident and adjacent property owner, I am very comfortable with this or any other request to rezone property in this area to RI-U. Development that has taken place under this zoning designation represents some of the most thoughtful and well-scaled infill in our city, and I'm happy to have more of it in my backyard.

As I know it is for many of you, Fayetteville's desperate lack of housing supply - particularly in walkable neighborhoods - is always at the top of my mind.

Best Regards,
Matthew Hoffman
3 E. 4th Street
Fayetteville AR 72701

Property owner:
814 S. Washington

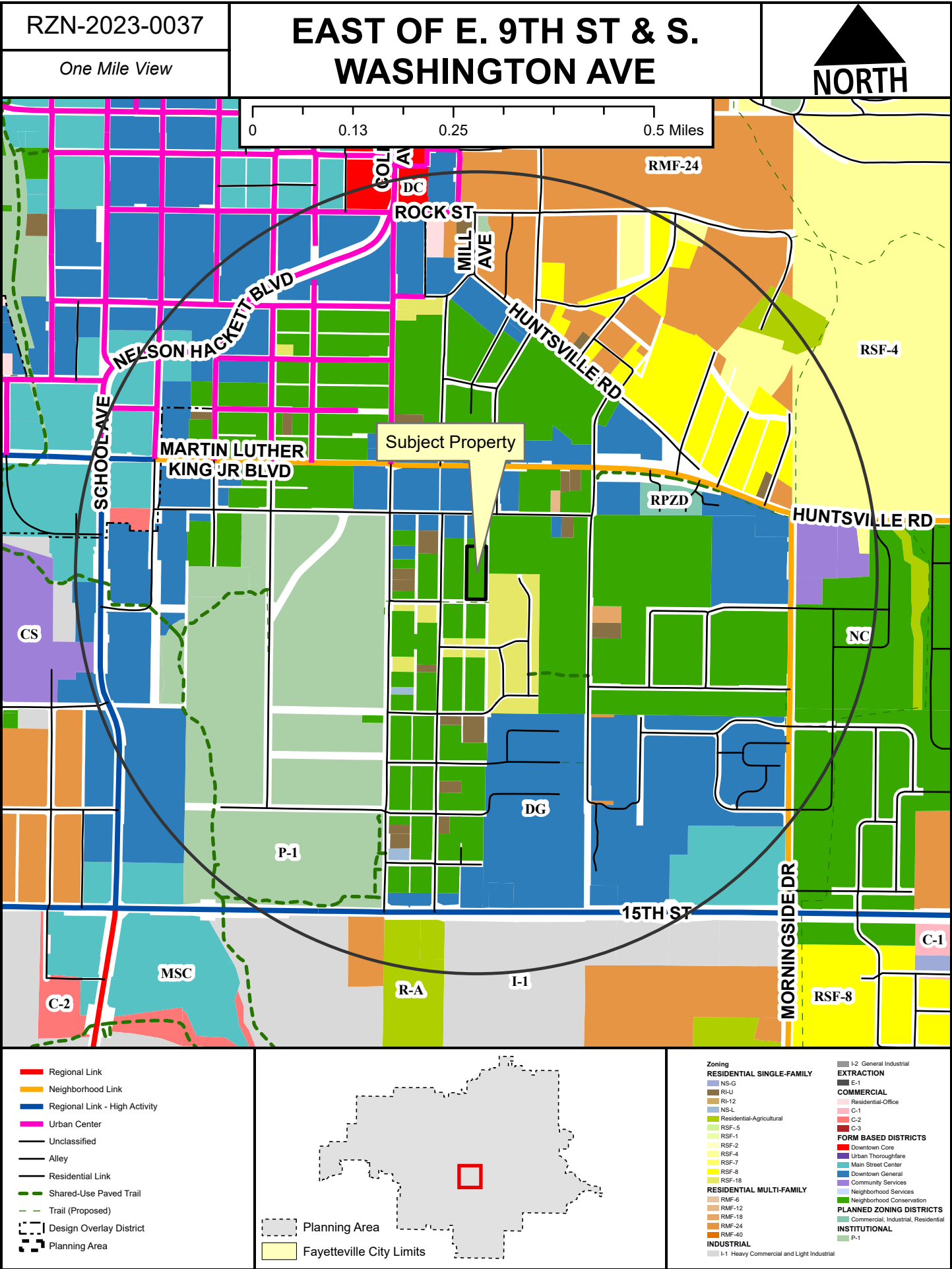
From: Johann Komander <johann.komander@gmail.com>
Sent: Wednesday, February 21, 2024 6:46 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN 2023-0037

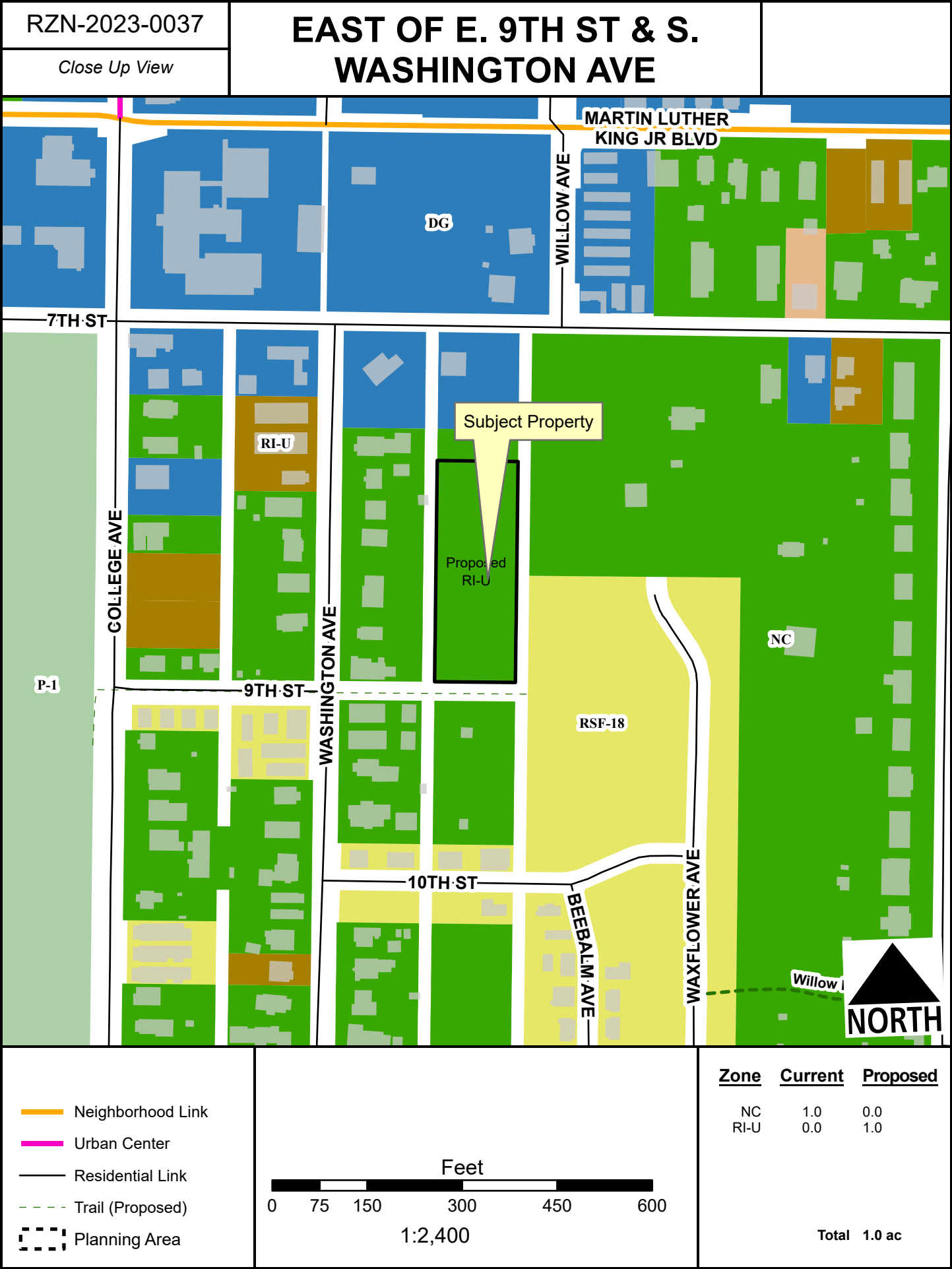
Planning Commission Members,

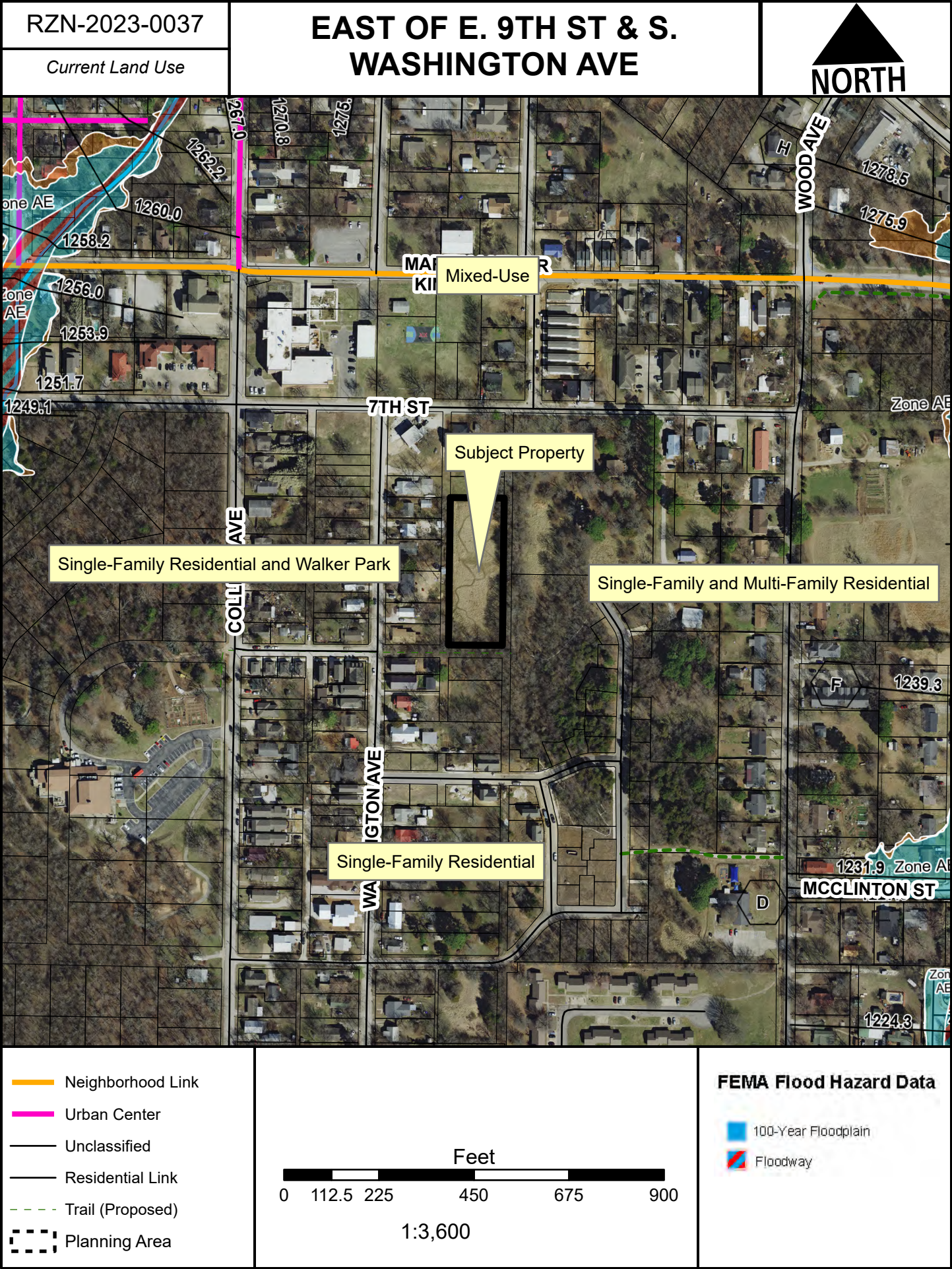
I live at 187 E 9th street on corner of S Washington Ave. The rezoning RZN 2023-0037 is right across the street from my home. I am writing to express my support for the rezoning application. I believe smartly developed and nicely designed infill with increased density is compatible with the neighborhood and is preferable to the sprawling development that is typical just a few blocks east of this location. I also support having more neighbors in the area which is having a revitalizing impact.

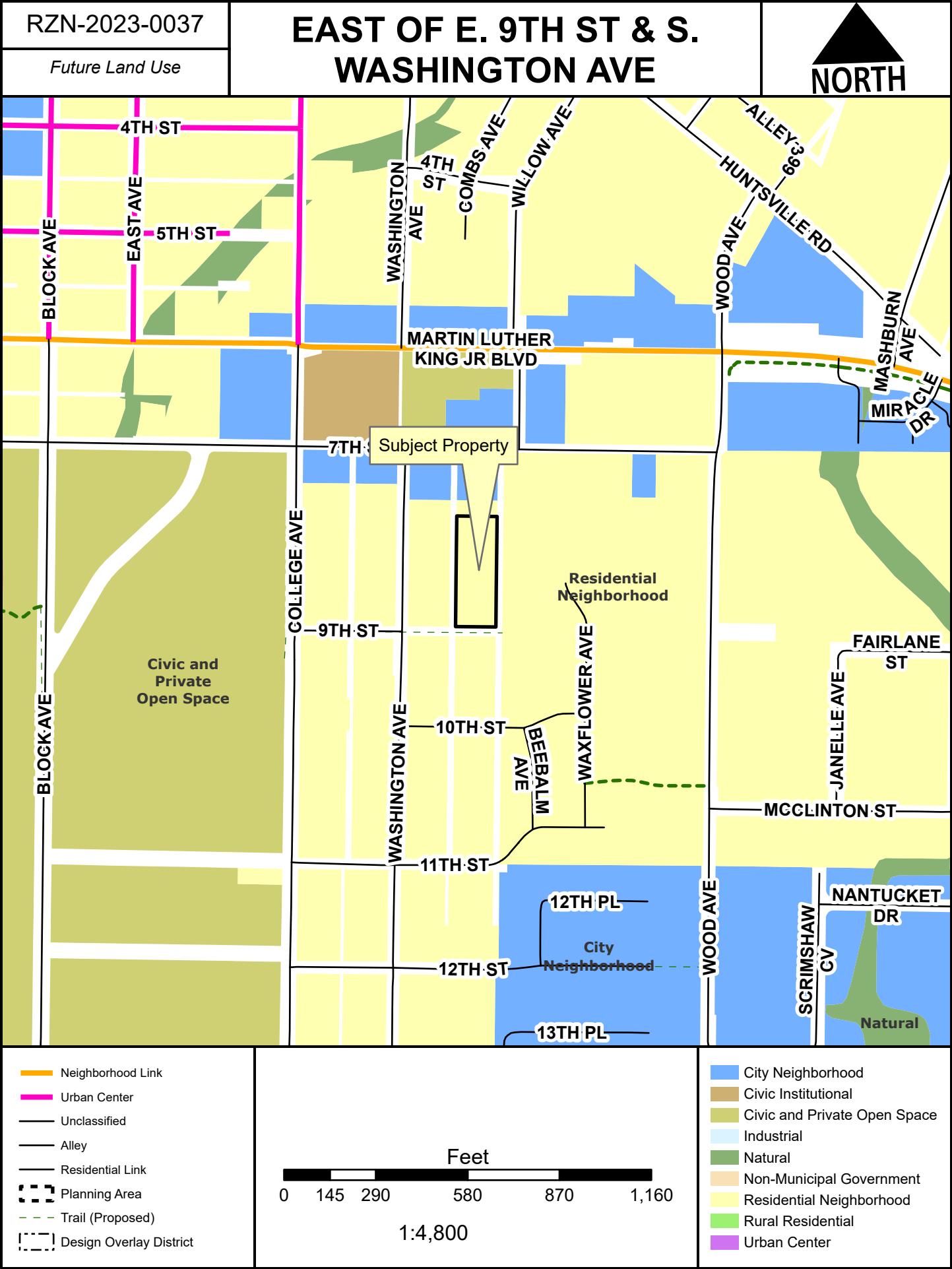
Regards,

Johann Komander









From: Grant Ragland <grantragland@gmail.com>
Sent: Friday, February 23, 2024 9:25 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Dakdev <lawfinn@dakdev.com>; laurel@glawgp.com; Solomon Burchfield <solomonburchfield@gmail.com>
Subject: Email of support for RZN 2023-0037

Planning Commission Members,

I am writing to express my conditional support for the rezoning application RZN 2023-0037 for property southeast of the intersection of E. 7th Street and S. Washington Ave. I own and live at 906 S. Washington and own property at 890 S. Washington, both of which are adjacent to the proposed development.

I've met with Dakota Development and talked with them about the project. It seems very cool. I support the kind of urban infill that they are proposing for the project. Increasing density in this area by utilizing an undeveloped plot of land seems in step with Fayetteville's development goals. I especially like the charming quality of the infill that they are proposing, as it feels it would suit the neighborhood and would revitalize the area and attract growth, which will in turn support the community.

My conditional support isn't related to the zoning, but to access, so it's probably irrelevant for the Planning Commission. I support access to the proposed development via 7th Street and not an extension of 9th Street, as an extension of 9th Street would require the cutting of multiple mature trees between my two properties, and any access via 9th Street would be dangerously close to my home.

Thank you,

--

Grant Ragland

From: Tenisha Gist <Tenisha@partnersforbetterhousing.org>
Sent: Friday, February 23, 2024 5:07 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: lawfinn@dakdev.com; Elston Blake Forte <Elston@partnersforbetterhousing.org>
Subject: Email of support for RZN 2023-0037

Dear Planning Commission Members,

On behalf of Partners for Better Housing, I would like to express my support for the rezoning application RZN 2023-0037 for property southeast of the intersection of E. 7th Street and S. Washington Ave. Our development, Homes at Willow Bend, is adjacent to the properties in question.

We have met with Dakota Development about the proposed development and agree that rezoning to RI-U is compatible and complementary to the neighborhood as there are diverse property structures nearby (i.e. multi-family buildings, single family homes, a commercial node at the corner of the intersection). The property rezone will allow additional residential uses that will revitalize the area.

We endorse Dakota Development rezoning to RI-U and recommend application approval.

Thank you,

Tenisha Gist, M.Ed.

Interim Executive Director

Partners for Better Housing

1670 E. Joyce Blvd., Suite 1

Fayetteville, AR 72703

Main line: 479-755-3497

Direct line: 479-434-1163

www.partnersforbetterhousing.org

Dear neighbors and community members,

We must stand together against the proposed rezoning of the field behind our houses. This area serves as a valuable nature preserve, offering a peaceful retreat for both wildlife and our children. Its marshy nature makes it unsuitable for construction, and we firmly believe it should remain untouched.

Green spaces are vital for maintaining a healthy and balanced environment. Overdeveloping every available patch of land not only destroys the beauty of our neighborhood but also disrupts the delicate ecological balance. Let us remember the importance of preserving these spaces for future generations to enjoy.

If development becomes unavoidable, we urge the authorities to consider keeping the current zoning designation as Neighborhood Conservation (NC). This will help maintain the tranquility and harmony of our community, ensuring that the new construction aligns with the character of our existing homes.

Let us come together and voice our opposition to the rezoning proposal. By doing so, we can protect the natural beauty of our neighborhood and preserve the peace that makes it such a wonderful place to live.

Sincerely,

Concerned Residents

Amanda and William Hall	Drake Jenkins
Deri Krenn 711 S. Washington Ave Fayetteville, AR	
Emma Ridings	
Mark Joy	
Scott Walker	
Megan Walker	
Adrienne Lumb	
Samantha Vital	



MEETING OF MARCH 19, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **APPEAL: ADM-2024-0001: Administrative Item (2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552 AND 2600 S. HUNT LN/WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING AND HAMM, 595): Submitted by RONALD WOODRUFF for properties located at 2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552, AND 2600 S. HUNT LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 213.3 acres. The request is to modify the Master Street Plan.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend denial of the request to amend the Master Street Plan to remove a planned street connection.

BACKGROUND:

The subject area is southeast of the Fayetteville city limits in unincorporated Washington County, within the Fayetteville Planning Area. Containing 11 parcels in total, the properties range from undeveloped to agricultural and low-density, single-family uses. The current property owners have no specific development plans, though at least one property owner intends to sell, and has expressed difficulty in completing a transaction due to the existence of a planned Master Street Plan connection on their property.

Proposal: The petitioners request to have an approximately 1.5-mile section of a planned 2.25-mile connection of the 2040 Master Street Plan removed from the subject properties. The proposed Residential Link Street would provide a future east/west connection from S. Mally Wagnon Road connecting eventually to S. Dead Horse Mountain Road to the west.

Public Comment: Prior to the initial Planning Commission meeting, staff met with the petitioners and discussed the proposal. Petitioners' major concerns are reflected in the petition provided, and additional written comment provided by individuals in the group is also attached to this packet. Petitioners are primarily concerned with a perceived diminished value in their property due to the existence of this Plan, watershed and existing flooding in the area that may be exacerbated by the addition of a street and subsequent development, future constructability of the street, the protection of existing wildlife habitat, diminished privacy, and an overall negative impact to the existing quality of life. At the public hearing, the Planning Commission granted each petitioner a 3-minute speaking time as members of the public beyond the initial 10-minute allotted time for the applicant's original presentation. 12 members of the public (including the petitioners) spoke in favor of removing the Master Street Plan connection. One member of the public spoke in favor of the planned

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

connection to remain in place.

DISCUSSION:

On the balance of considerations, staff does not support the applicants' request. The proposed connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street for the 2025 Master Street Plan; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan Standards. After being re-affirmed as a Collector Street in 2011 (under the 2030 Master Street Plan, Resolution 166-11), the portion in question was downgraded from a Collector Street to a Residential Link Street with the adoption of the 2040 Master Street Plan (Resolution 15-20). In 2007, the street was established after significant study, public interaction, and multiple considerations by the Planning Commission and City Council.

Master Street Plans account for a longer-term potential for the property, and are considered to be just that; a plan. The Master Street Plan is a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. Arkansas State Law establishes a 2-mile territorial jurisdiction for cities with a population between 60,000 – 150,000, under the premise that those lands may be annexed by the City in the future. Further, under that requirement as established by the State, the city Planning Commission is charged with preparing plans for that area, which includes the creation of a Master Street Plan; that plan may be adopted to designate the general location, characteristics, and functions of streets and highways to be reserved for future public acquisition. The Master Street Plan is not a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the property's current location within Washington County, and lack of immediate adjacency to the City limits, staff does not foresee any City-initiated construction of this connection and acknowledges that there do not appear to be any portions of the connection currently built or planned for construction or development. Further, any near-term development in the area would be subject to the zoning standards as established by Washington County, which require a minimum lot size of one acre and are strictly limited to either residential or agricultural uses.

That said, the alignment shown on the existing Master Street Plan currently appears to more or less align with existing slopes and contours on the site and is likely the most feasible route given the existing topography. The final alignment is ultimately determined at the time of a development, when constructability (including any necessary floodplain, wetland, or tree preservation mitigation) is taken into consideration. While also taking topographic and geographic considerations into account, redundancy in street connections is another important factor in establishing necessary future streets. With this proposed connection located just shy of one mile south of E. Huntsville Road, this location was meant to act as a secondary east/west connection to relieve any future congestion along E. Huntsville Road should the area continue to develop. With the White River to the north of E. Huntsville Road and significant topography south of the subject Master Street Plan connection, this link represents the sole, viable, planned transportation link in the area.

Prior to the preparation and adoption of the current Master Street Plan, the City conducted extensive studies as required by Ark. Code Ann. § 14-56-414. Without another more formal study for the area to re-evaluate the necessity of the proposed street, staff recommends that the street connection be maintained to protect the potential for future east/west connectivity in the area should development occur within the next 20 years.

At the February 12, 2024 Planning Commission meeting, a motion to approve the applicant's request and remove the Master Street Plan connection failed with a vote of 3-6-0; Commissioners Winston, Payne, and Holcomb were in favor of its removal; Commissioners McGetrick, Sparkman, Brink, Garlock, Madden, and

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Gulley were opposed. Conversation centered around the Commission's responsibility to create plans for the area, and that the Master Street Plan was a tool to establish what might be needed in the future. Commissioners recognized that construction on the street is not eminent and that there was not a current plan to construct the road, but they also indicated that they could not establish that it would not be a necessary connection in the future to help maintain cross-connectivity and a redundant street network in the area. They also identified that this section of the Master Street Plan had not been overlooked; after its initial adoption in 2007, the street had been downgraded in 2020 from a Collector to a Residential Link Street. Commissioners also responded to residents' concerns about future development and land preservation, and cited other mechanisms to obtain that outcome, such as the dedication of conservation easements to preserve land in perpetuity. Those who were in favor of its removal cited that there had historically been efforts to minimize development in this area and felt that the removal of the Master Street Plan was an opportunity to discourage growth. One motion was also made by Commissioner Payne and seconded by Commissioner Winston to table the item until March 11 so that a tour could be organized; this motion failed with a vote of 2-7-0. Public comment is summarized above, and written comment is included in the attached Planning Commission staff report.

Before the Planning Commission and since, Fayetteville's Legal Department issued advisory information on the City's authority to draft and maintain a Master Street Plan. In addition to contesting an assertion by applicants and their representative that the City's Master Street Plan diminishes property value, recognition is provided for the City's statutory authority to implement planning tools necessary for the "coordinated, adjusted and harmonious development of the municipality and its environs." The Legal Department memorandums are attached to this report.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Appeal Letter (#3), Exhibit A (#4), City Attorney Memo (#5), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1791

APPEAL: ADM-2024-0001: Administrative Item (2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552 AND 2600 S. HUNT LN/WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING AND HAMM, 595): Submitted by RONALD WOODRUFF for properties located at 2277, 2400, 2423, 2555 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552, AND 2600 S. HUNT LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 213.3 acres. The request is to modify the Master Street Plan.

A RESOLUTION TO GRANT THE APPEAL OF THE PLANNING COMMISSION'S DENIAL OF ADM-2024-0001, AND TO AMEND THE MASTER STREET PLAN TO REMOVE AN APPROXIMATELY 1.5 MILE SECTION OF A PLANNED RESIDENTIAL LINK STREET BETWEEN SOUTH MALLY WAGNON ROAD AND SOUTH DEAD HORSE MOUNTAIN ROAD

WHEREAS, several landowners outside of the City limits but within the City's planning area petitioned to remove a 1.5 mile portion of a planned Residential Link Street in the Master Street Plan that would provide a future east/west connection from South Mally Wagon Road to South Dead Horse Mountain Road; and

WHEREAS, on February 12, 2024, the Planning Commission denied the petition by a vote of 3-6; and

WHEREAS, the petitioners have properly appealed this denial by their letter delivered to City Clerk Treasurer Kara Paxton on February 27, 2024.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby grants the petitioners' appeal of the Planning Commission's denial of ADM-2024-0001 and amends the Master Street Plan by removing an approximately 1.5 mile section of a planned Residential Link Street between South Mally Wagon Road and South Dead Horse Mountain Road as shown in Exhibit A attached to this Resolution.

FEB 27 2024

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

Robert K. Rhoads
75 N. East Ave., Suite 500
Fayetteville, AR 72701-5388
Direct Dial: (479) 973-5202
rrhoads@hallestill.com

February 27, 2024

VIA HAND DELIVERY

Kara Paxton
City Clerk
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of Planning Commission ADM 2024 -0001

Dear Kara:

I hope this letter finds you well. Please know that I am now representing the seven (7) families that filed a petition with the Planning Commission to modify the City's Master Street Plan from 2040 City Plan. This modification request was to take the form of vacating a certain proposed "Residential Link Street". This petition was filed in order to get the City to delete the designation and planned placement of a proposed roadway on the Master Street Plan running across petitioners' lands from Dead Horse Mountain Road east to Mally Wagon Road. The proposed road is outside of the City Limits and within the authorized planning area of the City.

It is petitioners' view that the purpose of the roadway would not and will not in the foreseeable future, provide a necessary purpose that cannot be met by the use of existing roadways including but not limited to Huntsville Road which lies less than a mile to the North.

In its denial, the Planning Commission failed to give proper consideration for the significant negative financial impact the current designation and future placement of the road has on landowners. The proposed 52-foot roadway constitutes a cloud upon the title of lands owned by petitioners and as such, requires disclosure to perspective buyers. Constitutional issues related to the "taking" without just compensation must also be considered. One petitioner lost multiple sales on his property because of this road which is a taking.

Failure of notice and lack of due process violations were also not given adequate consideration and can be corrected by vacating and removing the proposed roadway from the Master Street Plan.

The uplands to the south of the proposed roadway (i.e. Bear Mountain) contribute to the west fork of the White River Watershed. The proposed road will adversely affect springs, runoff, and cause flooding of some of petitioners' homes and other lands below. The Planning

Commission failed to follow the mandates of the 2040 Plan which specifically states that agricultural land and springs should be avoided.

The inclusion of this road greatly encroaches upon existing wildlife habitat (plant and animal), diminishing privacy and quality of life for folks who have elected to live rural existence. Many neighbors join in our efforts to save our property and way of life from all negative effects caused by construction and placement of the proposed roadway.

While recommending the denial, planning staff noted *"given the property's current location within Washington County, and lack of immediate adjacency to the City Limits, staff does not foresee any city-initiated construction of this connection acknowledges that there do not appear to be any portions of the connection currently built or planned for construction or development"*. Further, as was discussed at the Planning Commission meeting, most of the petitioners had no notice of this road and were told that when the road was first proposed in 2007 we should have been watching the City's website to see where it was being placed. What this tells me is that there truly was a lack of notice to all of the petitioners except for one who bought his land later.

Further, the City's method of giving notice of proposed streets to affected residents of the County amounts to no notice at all.

Therefore, pursuant to Unified Development Code 155.05(A)(1)(f) we appeal to City Council asking it to grant this Appeal and vacate this proposed street and remove it from the Master Street Plan.

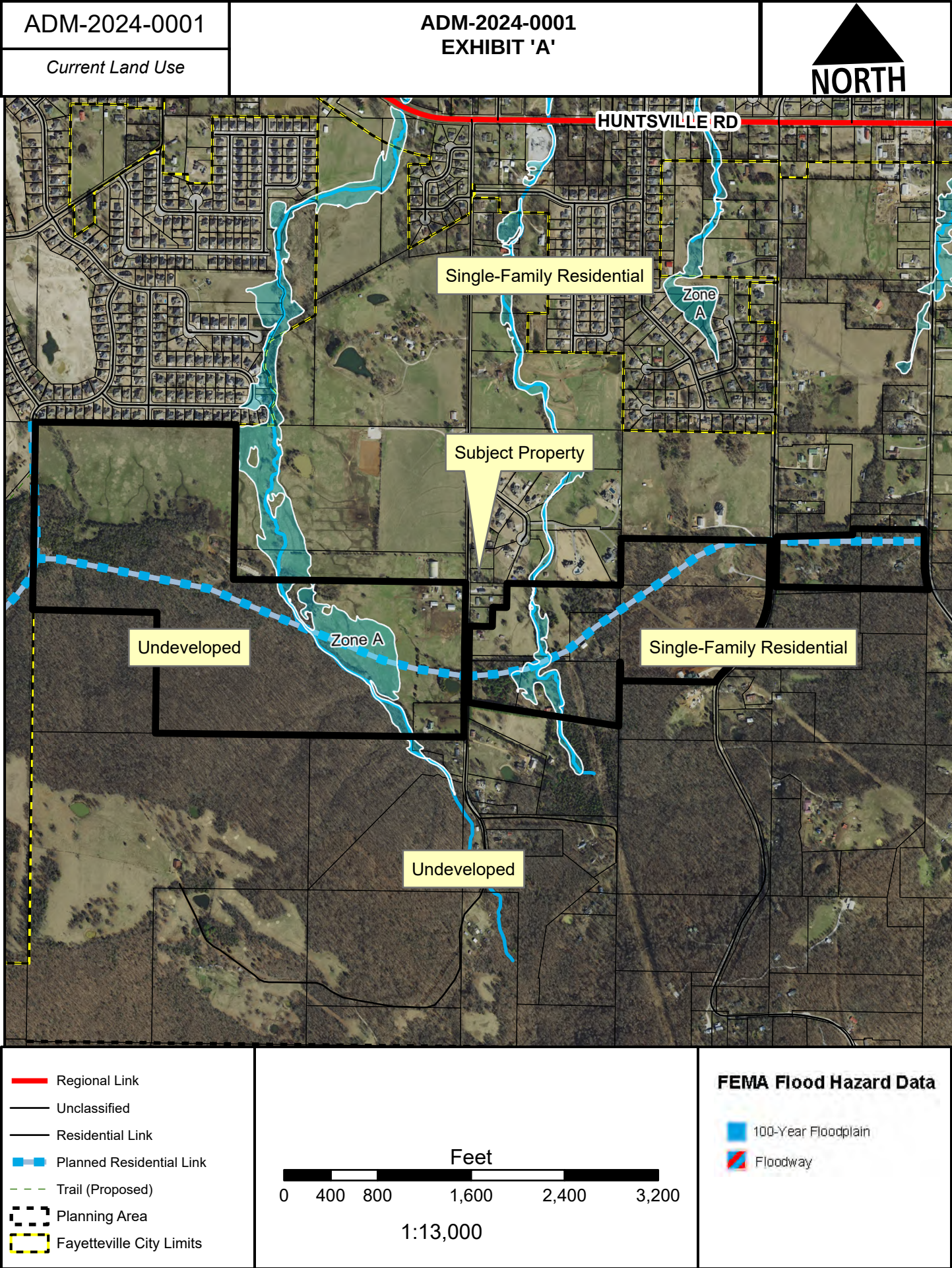
Very truly yours,



Robert K. Rhoads

RKR:mcm

Cc: Kit Williams
Blake Williams
Jesse Masters
Mayor Jordan
Clients





OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: Mayor Jordan
City Council

CC: Chris Brown, Public Works Director
Jonathan Curth, Development Services Director

FROM: Blake Pennington, Senior Assistant City Attorney

DATE: February 28, 2024

RE: Master Street Plan Amendment Appeal

Summary

On February 12, 2024, the Planning Commission denied an application of several landowners outside of the city limits to remove a planned future street from the Master Street Plan. The applicants have properly appealed the denial and the appeal is set to be heard by the City Council on March 19, 2024.

The applicants have raised claims that the planned future street alignment shown in the Master Street Plan that crosses their properties diminishes the value of their land and constitutes a taking without just compensation. However, both state and federal law authorize the City to adopt plans for potential future development without those plans being considered takings. Furthermore, the Private Property Protection Act likely has no application to the adoption of the Master Street Plan's alignment of potential future streets. The City Council should feel unrestrained by the threat of litigation when making its decision in this instance. Arkansas law and our City plans provide factors that are appropriate to consider. The City Council may also consider the potential impacts of these plans on landowners.

Background

The following background was provided by Development Review Manager Jessie Masters in her memo to the Planning Commission:

The proposed connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street for the 2025 Master Street Plan; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan Standards. After being re-affirmed as a Collector Street in 2011 (under the 2030 Master Street Plan, Resolution 166-11), the portion in question was downgraded from a Collector Street to a Residential Link Street with the adoption of the 2040 Master Street Plan (Resolution 15-20). In 2007, the street was established after significant study, public interaction, and multiple considerations by the Planning Commission and City Council.

The applicants, homeowners whose land the future potential street extension is shown as crossing, stated the basis for their request was a diminution in value of their property, watershed and flooding concerns, protection of wildlife, diminished privacy, and an overall negative impact to their existing quality of life. Staff recommended denial of the request without another more formal study to re-evaluate the need for the proposed street. The Planning Commission denied the request by a vote of 6-3.

The Law

1. Could the adoption of the Master Street Plan and the alignment of a potential future street be considered a taking?

Under existing Arkansas and federal case law spanning nearly 100 years, the adoption of a plan for a potential future road cannot be considered a taking.

Article 2, section 22 of the Arkansas Constitution provides that "the right of property is before and higher than any constitutional sanction; and private property shall not be taken, appropriated or damaged for public use, without just compensation therefor." The Arkansas Supreme Court has interpreted this provision to require compensation for a taking when a municipality acts in a manner which substantially diminishes the value of a landowner's land, and its

Master Street Plan Amendment Appeal

actions are shown to be intentional. Robinson v. City of Ashdown, 301 Ark. 226, 783 S.W.2d 53 (1990). As explained below, however, there are limits to the types of acts that can constitute a taking.

In Danforth v. United States, 308 U.S. 271 (1939), a landowner contended that the "taking" of his property had occurred prior to the institution of condemnation proceedings, and that he was entitled to compensation from the date of the enactment of the federal Flood Control Act. His theory was that passage of the Act immediately diminished the value of the property because the Act contemplated the use of his property for a floodway easement. However, the US Supreme Court denied that the landowner was entitled to such retrospective compensation, holding that "a reduction or increase in the value of property may occur by reason of legislation for or the beginning or completion of a project. Such changes in value are incidents of ownership. They cannot be considered as a 'taking' in the constitutional sense." *Id.* at 285. "The mere enactment of legislation which authorizes condemnation of property cannot be a taking. Such legislation may be repealed or modified, or appropriations may fail." *Id.*

In Agins v. City of Tiburon, 447 U.S. 255 (1980), the US Supreme Court agreed with the California Supreme Court's holding that a municipality's good-faith planning activities through the adoption of zoning ordinances did not so burden landowners' enjoyment of their property as to constitute a taking.

Appellants also claim that the city's precondemnation activities constitute a taking. See nn. 1, 3, and 5, *supra*. The State Supreme Court correctly rejected the contention that the municipality's good-faith planning activities, which did not result in successful prosecution of an eminent domain claim, so burdened the appellants' enjoyment of their property as to constitute a taking...Even if the appellants' ability to sell their property was limited during the pendency of the condemnation proceeding, the appellants were free to sell or develop their property when the proceedings ended. Mere fluctuations in value during the process of governmental decisionmaking, absent extraordinary delay, are "incidents of ownership. They cannot be considered as a 'taking' in the constitutional sense." (citations omitted).

Id. at 263 n. 9.

National By-Products Case

In National By-Products, Inc. v. City of Little Rock, the Arkansas Supreme Court held that the Little Rock Regional Airport Commission's plan to expand a runway through property owned by National By-Products was not a taking in violation of the Fifth Amendment to the United States Constitution and Ark. Const. art. 2, § 22. 323 Ark. 619, 916 S.W. 2d 745 (1996). The Court described the claims of National By-Products, which are similar to claims the City has heard as follows:

National's competitors approached National's suppliers and informed them of newspaper articles about the proposed runway extension...According to National, prospective purchasers of National's business, once informed of the proposed airport expansion, have immediately lost interest in buying the company. Additionally, National has had extreme difficulty in retaining its management and employees.

In sum, National alleges it has suffered material harm to its operations to the extent that it has been substantially deprived of the use and enjoyment of its property. As a result of the Commission's actions, which have "effectively frozen [its] operation and have depressed land values," National claims that its property has been rendered unfit for its highest and best commercial use. National further claims that the Commission's actions have resulted in permanent and substantial interference and deprivation amounting to an actual or constructive taking in violation of the Fifth Amendment to the United States Constitution and Ark. Const. art. 2, § 22. National has asked for the fair market value of its property from the date the taking was effective.

Id. at 622-23.

The Court found that National's property continued to be used for its traditional purpose as a rendering plant and neither the City nor the Commission placed any direct restraint on that use. The Court also recognized that there was no allegation that the City or the Commission acted in bad faith in its dealings with the landowner. The Court held, therefore "it is clear that, on the facts before us, any damages sustained by National were insufficient to support an action for inverse condemnation. When viewing the allegations in the amended complaint in

Master Street Plan Amendment Appeal

a light most favorable to National, it cannot be said that the Commission's actions constituted a taking of National's property.” *Id.* at 627-28.

In reaching its decision in National By-Products, the Arkansas Supreme Court cited its previous decision in Hood v. Chadick, County Judge, 272 Ark. 444 (1981). After the Jefferson County courthouse burned in 1976, the County developed a plan to rebuild the courthouse that would have required taking a portion of adjacent property for parking and landscaping. Hood, who owned that adjacent property, sued the County seeking damages over this plan. Then the County filed its own condemnation counterclaim. The plan to rebuild the courthouse was referred to the voters and defeated in the election so the County dismissed its condemnation claim. The Arkansas Supreme Court held that the trial court properly dismissed Hood’s claims concluding that, when the county did not take possession of or even enter upon Hood’s property, "no damages were allowable for a mere 'threat to condemn.'" *Id.* at 447.

The Court also cited its decision in Southwestern Water Co. v. Merritt, 224 Ark. 499, 275 S.W.2d 18 (1955), in which it held that the actual taking or damage of lands for public use is what must be compensated under the state and federal constitutions, not a plan to take or damage the land. National By-Products, 323 Ark. at 626.

The Court further stated in National By-Products that its decision in Hood is “consistent with the law in several jurisdictions which adhere to the general rule that mere plotting or planning in anticipation of an improvement does not constitute a taking or damaging of the property affected where the government has not imposed a restraint on the use of the property.” *Id.* (internal citations omitted).

Finally, the Arkansas Supreme Court cited Westgate Ltd. v. State, 843 S.W.2d 448 (Tex. 1992), a case out of the Texas Supreme Court, which held that public policy considerations supported its continued adherence to the general rule:

Construction of public-works projects would be severely impeded if the government could incur inverse condemnation liability merely by announcing plans to condemn property in the future. Such a rule would encourage the government to maintain the secrecy of proposed projects as long as possible, hindering public debate and increasing waste and inefficiency. After announcing a project, the government would be under pressure to acquire the needed property as quickly as possible to

Master Street Plan Amendment Appeal

avoid or minimize liability. This likewise would limit public input, and forestall any meaningful review of the project's environmental consequences. The government would also be reluctant to publicly suggest alternative locations, for fear that it might incur inverse condemnation liability to multiple landowners arising out of a single proposed project. Failing to consider available alternatives is not only inefficient, but is at odds with proper environmental review. 843 S.W.2d 448 at 453 (citations omitted). As we recognized in *Hood*, these policy reasons might not be applicable where a condemning authority is accused of intentionally injuring a landowner. However, as conceded by counsel for National during oral argument, the Commission, through its actions, did not manifest such an intent to cause injury.

National By-Products, 323 Ark. at 627.

In adopting City Plan 2040 and the Master Street Plan, the City undertook an intensive, data-driven study with a significant amount of public input as well as review by and input from staff, the Planning Commission, and the City Council before those plans were adopted. It simply cannot be said that the City acted in bad faith. Even if the Master Street Plan alignment could somehow be considered a “threat to condemn” at some point in the future, the Hood and Southwestern Water cases establish that a plan or threat to condemn at some point in the future does not constitute a taking of or damage to the property subject to the plan.

2. Is there a potential claim under the Private Property Protection Act for Master Street Plan alignment?

No, the Private Property Protection Act (“PPPA”), Ark. Code Ann. § 18-15-1701, *et seq.* does not provide property owners with any remedy to seek damages against the City for diminished value in this case.

The PPPA provides that if a landowner can establish that a regulatory program implemented by a governmental unit has permanently reduced the fair market value of property by at least 20% then the governmental unit may either pay compensation for the reduction in fair market value or invalidate all or part of the regulatory program. The law contains several requirements and exemptions, some of which are relevant to the claims made by the applicants seeking a change to the Master Street Plan.

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First, to assert a taking, the regulatory program must have been implemented at the time the owner acquired title or after April 2, 2015, whichever is later. Ark. Code Ann. § 18-15-1703(a)(3). In this case, the segment of street being challenged has been in the Master Street Plan since 2007, when the City Council approved Resolution 161-07, which is well before the date provided in the PPPA.

Second, even if the Court used the 2020 adoption of the Master Street Plan, which contained the same alignment as the 2007 plan, the PPPA exempts “the discontinuance or modification of a program, rule, or regulation that provides a unilateral expectation that does not rise to the level of a recognized interest in private real property.” Because the Master Street Plan does not give the City any recognized interest in private real property, the claim would not stand.

However, even if a court somehow determined the PPPA applies and that the adoption of the Master Street Plan diminished the value of their land by more than 20%, the City would have the option to remove that portion from the Master Street Plan in lieu of payment of damages.

3. What standards can the City Council consider for an application to amend the Master Street Plan?

Ark. Code Ann. § 14-56-403 includes several factors that can be considered when making and amending comprehensive plans like our Master Street Plan. I am attaching the memo I sent to the Planning Commission about the factors in state law. Staff will provide additional information about the decision to include this in our Master Street Plan as part of City Plan 2040 and the reasons for their recommendation to retain it.

Conclusion

An applicant’s threat of litigation over an inverse condemnation or other claim should not deter the City Council from exercising its authority under Ark. Code Ann. § 14-56-502 to “adopt and enforce plans for the coordinated, adjusted and harmonious development of the municipality and its environs.” Landowners who have an unwanted potential future street identified in the Master Street Plan on their property have no valid claim that the plan is a taking and, therefore, are not entitled to compensation from the City. The only remedy available, which is what these applicants are doing, is to request that the City Council remove the unwanted portion of street from the Master Street Plan.



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DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Planning Commission**

CC: **Jessie Masters**, Development Review Manager

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **February 7, 2024**

RE: **Master Street Plan Amendments**

An application to remove a planned future street outside of the city limits but within the City's planning area from the Master Street Plan will be considered by the Planning Commission on Monday, February 11. The applicants may attempt to raise claims about diminished property values, uncompensated takings, or inverse condemnation. These are not issues that are relevant to the Planning Commission's decision about whether to recommend to the City Council that the Master Street Plan should be amended.

Ark. Code Ann. § 14-56-402 authorizes the City to "adopt and enforce plans for the coordinated, adjusted and harmonious development of the municipality and its environs." Ark. Code Ann. § 14-56-403 explains the purposes of these plans:

- (a) The plans of the municipality shall be prepared in order to promote, in accordance with present and future needs, the safety, morals, order, convenience, prosperity, and general welfare of the citizens.
- (b) The plans may provide, among other things, for:
 - (1) Efficiency and economy in the process of development;
 - (2) The appropriate and best use of land;
 - (3) Convenience of traffic and circulation of people and goods;
 - (4) Safety from fire and other dangers;
 - (5) Adequate light and air in the use and occupancy of buildings;

Master Street Plan Amendments

- (6) Healthful and convenient distribution of population;
- (7) Good civic design and arrangement;
- (8) Adequate public utilities and facilities; and
- (9) Wise and efficient expenditure of funds.

Among the powers and duties of the Planning Commission is the creation of a planning area map and also “plans for all, or any portion of, the area encompassed by the map” which may include “a master street plan[.]” Ark. Code Ann. § 14-56-412. Ark. Code Ann. § 14-56-414 provides further guidance about the development of plans, including the requirement that “suitable studies” be undertaken related to the plans to be prepared. Staff can verify that extensive studies were done prior to the adoption of the current Master Street Plan and significant changes may require further study.

Furthermore, Ark. Code Ann. § 14-56-413 grants jurisdiction to the City over a number of matters, including development, within an extended territorial jurisdiction. We generally refer to this as the City’s planning area. This falls squarely within what is referred to as the City’s “environs” in Ark. Code Ann. § 14-56-402 cited above. Therefore, the City’s also has the authority to adopt and enforce plans, including a master street plan, for the “coordinated, adjusted and harmonious development” of lands within its territorial jurisdiction for those purposes listed above.

A number of state and federal cases significantly undermine any legal claims a landowner might try to bring against the City for alleged diminution of value or uncompensated taking. I will not go into those here because I don’t want to distract the Planning Commission from the relevant considerations. Suffice it to say that landowners who have an unwanted potential future street identified in the Master Street Plan on their property have no valid claim that the plan is a taking and are not entitled to compensation from the City. The only remedy available is to request that the City Council remove the unwanted portion of potential future street from the Master Street Plan.

Conclusion

When making your decision on the applicant’s proposal to remove this portion of potential future street from the Master Street Plan, you should consider the purposes listed above as well as the goals and guiding policies of the Master Street Plan itself, which is covered very well in the staff report.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: February 12, 2024 **Updated with results from February 12, 2024 PC Meeting**

SUBJECT: **ADM-2024-0001: Administrative Item (2277, 2400, 2423, 2550 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552 AND 2600 S. HUNT LN/WOODRUFF, KLINE, WANG, WARDEN, DURNING, FARKAS/GREGORY, DURNING AND HAMM, 595):** Submitted by RONALD WOODRUFF for properties located at 2277, 2400, 2423, 2550 S. ED EDWARDS RD, 2303 S. MALLY WAGNON RD, 2433, 2479, 2748, 2552, AND 2600 S. HUNT LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 213.3 acres. The request is to modify the Master Street Plan. The request is to modify the Master Street Plan.

RECOMMENDATION:
Staff recommends denial of **ADM-2024-0001**.

RECOMMENDED MOTION:
"I move to deny **ADM-2024-0001**."

BACKGROUND:
The subject area is southeast of the City limits in Washington County, within the Fayetteville Planning Area. Containing 11 parcels in total, the properties range from undeveloped, agricultural, and low-density, single family uses. The current property owners have no specific development plans, though at least one property owner intends to sell, and has expressed difficulty in completing a transaction due to the existence of a planned Master Street Plan connection on his property. The surrounding land use and zoning is depicted on *Table 1*.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Rural Residential	Washington County; Ag/SF Res I Unit per Acre
South	Rural Residential	Washington County; Ag/SF Res I Unit per Acre
West	Rural Residential	Washington County; Ag/SF Res I Unit per Acre
East	Rural Residential	Washington County; Ag/SF Res I Unit per Acre

Proposal: The petitioners request to have an approximately 1.5-mile section of a planned 2.25-mile connection of the 2040 Master Street Plan removed from the subject properties. The proposed Residential Link Street would provide a future east/west connection from S. Mally Wagon Road connecting eventually to S. Dead Horse Mountain Road to the west.

DISCUSSION:

On the balance of considerations, staff does not support the applicants' request. The proposed connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street for the 2025 Master Street Plan; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan Standards. After being re-affirmed as a Collector Street in 2011 (under the 2030 Master Street Plan, Resolution 166-11), the portion in question was downgraded from a Collector Street to a Residential Link Street with the adoption of the 2040 Master Street Plan (Resolution 15-20). In 2007, the street was established after significant study, public interaction, and multiple considerations by the Planning Commission and City Council.

Master Street Plans account for a longer-term potential for the property, and are considered to be just that; a plan. The Master Street Plan is a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. Arkansas State Law establishes a 2-mile territorial jurisdiction for cities with a population between 60,000 – 150,000, under the premise that those lands may be annexed by the City in the future. Further, under that requirement as established by the State, the city Planning Commission is charged with preparing plans for that area, which includes the creation of a Master Street Plan; that plan may be adopted to designate the general location, characteristics, and functions of streets and highways to be reserved for future public acquisition. The Master Street Plan is not a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the property's current location within Washington County, and lack of immediate adjacency to the City limits, staff does not foresee any City-initiated construction of this connection and acknowledges that there do not appear to be any portions of the connection currently built or planned for construction or development. Further, any near-term development in the area would be subject to the zoning standards as established by Washington County, which require a minimum lot size of one acre and are strictly limited to either residential or agricultural uses.

That said, the alignment shown on the existing Master Street Plan currently appears to more or less align with existing slopes and contours on the site and is likely the most feasible route given the existing topography. The final alignment is ultimately determined at the time of a development, when constructability (including any necessary floodplain, wetland, or tree preservation mitigation) is taken into consideration. While also taking topographic and geographic considerations into account, redundancy in street connections is another important factor in establishing necessary future streets. With this proposed connection located just shy of one mile south of E. Huntsville Road, this location was meant to act as a secondary east/west connection to relieve any future congestion along E. Huntsville Road should the area continue to develop. With the White River to the north of E. Huntsville Road and significant topography south of the subject Master Street Plan connection, this link represents the sole, viable, planned transportation link in the area.

Prior to the preparation and adoption of the current Master Street Plan, the City conducted extensive studies as required by Ark. Code Ann. § 14-56-414. Without another more formal study for the area to re-evaluate the necessity of the proposed street, staff recommends that the street connection be maintained to protect the potential for future east/west connectivity in the area should development occur within the next 20 years.

Public Comment: Staff has met with the petitioners and discussed the proposal. Petitioners' major concerns are reflected in the petition provided, and additional written comment provided by

individuals in the group is also attached to this packet. Petitioners are primarily concerned with a perceived diminished value in their property due to the existence of this Plan, watershed and existing flooding in the area that may be exacerbated by the addition of a street and subsequent development, future constructability of the street, the protection of existing wildlife habitat, diminished privacy, and an overall negative impact to the existing quality of life.

RECOMMENDATION: Staff recommends denial of ADM-2024-0001; if the Planning Commission votes to forward the item to City Council with a recommendation of approval, staff recommends the following conditions.

1. Approval of the removal of this segment of the Master Street Plan connection does not reflect approval of any associated lot split or other planned development; any planned developments must be submitted according to the allowances in relevant City code.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>February 12, 2024</u>		☐ Tabled	☐ Approved	☒ Denied	
Motion:	MOTION #1: BRINK	MOTION #2: PAYNE	MOTION #3: GARLOCK		
Second:	GULLEY	WINSTON	SPARKMAN		
Vote:	To extend speaking time of applicants (motion withdrawn)	TABLE TO MARCH 11 2-7-0 (McGetrick, Sparkman, Brink, Garlock, Madden, Gulley, Holcomb opposed)	APPROVE 3-6-0 (McGetrick, Sparkman, Brink, Garlock, Madden, Gulley opposed)		

BUDGET/STAFF IMPACT:

None

Attachments:

- City Attorney Memo
- Engineering Memo
- Applicant Request Letter
- 2007 Master Street Plan Exhibit
- 2030 Master Street Plan Exhibit
- 2040 Master Street Plan Exhibit
- Additional Petitioner Comment
- Current Land Use Map



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TO: **Planning Commission**

CC: **Jessie Masters**, Development Review Manager

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **February 7, 2024**

RE: **Master Street Plan Amendments**

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 - (1) Efficiency and economy in the process of development;
 - (2) The appropriate and best use of land;
 - (3) Convenience of traffic and circulation of people and goods;
 - (4) Safety from fire and other dangers;
 - (5) Adequate light and air in the use and occupancy of buildings;

Master Street Plan Amendments

- (6) Healthful and convenient distribution of population;
- (7) Good civic design and arrangement;
- (8) Adequate public utilities and facilities; and
- (9) Wise and efficient expenditure of funds.

Among the powers and duties of the Planning Commission is the creation of a planning area map and also “plans for all, or any portion of, the area encompassed by the map” which may include “a master street plan[].” Ark. Code Ann. § 14-56-412. Ark. Code Ann. § 14-56-414 provides further guidance about the development of plans, including the requirement that “suitable studies” be undertaken related to the plans to be prepared. Staff can verify that extensive studies were done prior to the adoption of the current Master Street Plan and significant changes may require further study.

Furthermore, Ark. Code Ann. § 14-56-413 grants jurisdiction to the City over a number of matters, including development, within an extended territorial jurisdiction. We generally refer to this as the City’s planning area. This falls squarely within what is referred to as the City’s “environs” in Ark. Code Ann. § 14-56-402 cited above. Therefore, the City’s also has the authority to adopt and enforce plans, including a master street plan, for the “coordinated, adjusted and harmonious development” of lands within its territorial jurisdiction for those purposes listed above.

A number of state and federal cases significantly undermine any legal claims a landowner might try to bring against the City for alleged diminution of value or uncompensated taking. I will not go into those here because I don’t want to distract the Planning Commission from the relevant considerations. Suffice it to say that landowners who have an unwanted potential future street identified in the Master Street Plan on their property have no valid claim that the plan is a taking and are not entitled to compensation from the City. The only remedy available is to request that the City Council remove the unwanted portion of potential future street from the Master Street Plan.

Conclusion

When making your decision on the applicant’s proposal to remove this portion of potential future street from the Master Street Plan, you should consider the purposes listed above as well as the goals and guiding policies of the Master Street Plan itself, which is covered very well in the staff report.



TO: Jessie Masters, Development Review Manager

FROM: Josh Boccaccio, Engineering Development Review Manager

DATE: February 9, 2024

SUBJECT: **Planning Commission Engineering Comments for
ADM-2024-0001 Master Street Plan Amendment**

Engineering Recommendation:

Engineering recommends denial of the applicant's request to remove a future master street plan connection. The East/West connectivity this proposed connection will provide will be an important part of the future street network. There appears to be topographic challenges associated with the current alignment. If the street connection is desired to be shifted, an alignment study would have to be completed to determine the most practical alignment.

December 27, 2023

Chairman
City of Fayetteville Planning Commission

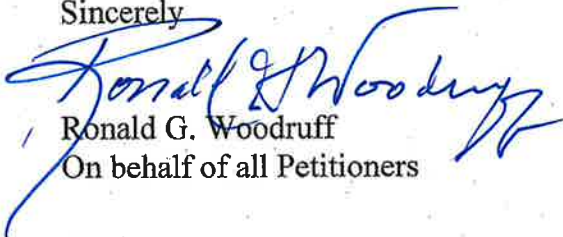
Re: Petition to Remove Cloud Upon Title

Dear Chairman:

1. Payment of \$100.00 application fee to be delivered to Planning Commission Office.
2. Full legal descriptions and parcel numbers for all directly affected lands is attached to the Petition marked as Exhibits A - G.
3. Attached to this letter is a Petition that sets forth the request and underlying explanation of hardships placed on each described property. This variance has unique criteria to be addressed and considered by the Planning Commission.
4. Petitioners do not believe notification surrounding property owners is required.
5. Site plan is set out in maps displayed in CITY PLAN 2040. Copies of the maps are attached to the Petition marked Exhibit H.

Petitioners offer constitutional basis and practical reasons for granting our Petition to have the "Residential Link Street" removed from City Plan 2040.

Sincerely



Ronald G. Woodruff
On behalf of all Petitioners

cc:

Allan and Velva L. Kline
Kevin and Lucia Wang
Steve and Candy Warden
Jerry and Shirley Durning
Richard Farkas and Carol Gregory
David Hamm

PETITION TO REMOVE A CLOUD UPON TITLE ON
CERTAIN LANDS WITHIN WASHINGTON COUNTY, ARKANSAS
SITUATED OUTSIDE THE INCORPORATED CITY LIMITS OF
FAYETTEVILLE, ARKANSAS

Ronald G. and Marsha C. Woodruff, Trustees
Ronald G. And Marsha C. Woodruff Family Trust

Allan and Velva L. Kline, Husband and Wife

Kevin and Lucia Wang, Husband and Wife

Steve and Candy Warden, Husband and Wife

Jerry and Shirley Durning, Trustees
The Jerry and Shirley Durning Revocable Trust

Richard Farkas and Carol Gregory, Husband and Wife

David Hamm, Manager
Hamm Land and Cattle, LLC

PETITIONERS

VS

City of Fayetteville, Washington County, Arkansas

RESPONDENT

PETITION

Comes now each and all Petitioners named above and for their Petition addressed to the
City of Fayetteville (hereinafter "The City") state:

1. Petitioners each own and hold title to parcels of real property situated outside of the
corporate city limits of The City. Documentary proof and copies of public records reflecting the
ownership of each Petitioner is attached and marked as exhibit as follows:

Petitioner	Exhibit	Parcel
Woodruff Trust	A	001-10982-000 and 001-10980-000

Kline	B	001-10990-000
Wang	C	001-10991-003
Warden Trust	D	001-10991-000
Durning Trust	E	001-11032-000, 001-11030-000, 001-11029-000
Farkas/Gregory	F	001-11031-000, 001-11031-001
Hamm LLC	G	001-11028-000, 001-11028-001

2. The City adopted and has implemented "City Plan 2040" which includes designation of a "Residential Link Street" that consists of a 52 foot future right of way across and through the lands owned by Petitioners. A copy of a map of lands included in "City Plan 2040" that displays the location of the designated "Residential Link Street" is attached and marked as Exhibit H.

3. The placement of the "Residential Link Street" across and through the lands of Petitioners places a cloud upon the title requiring disclosure by Petitioner to prospective buyers who may be interested in purchasing the real property. The existence of such an encumbrance upon the title to the land clearly diminishes the value of the land and constitutes a "taking" and damage to the value of the property. For example: See copy of letter request given the City Planning Commission by Kevin Wang marked Exhibit I.

4. The burden and cloud placed upon Petitioners' land by "The City" violates the Fifth Amendment of the United States Constitution. That amendment includes a clause known as the "Taking Clause". It states that private property shall not be taken for public use, without just compensation. This clause stands for the principle that the government should not single out isolated individuals (such as the Petitioners in this case) to bear excessive burdens, even in support of an important public good. When this happens, the remedy is the payment of "just compensation", which The City has failed to recognize and provide in "City Plan 2040".

5. Closer to home, Article 2 Section 22 of the Arkansas Constitution states: "The right of property is before and higher than any constitutional sanction; and private property shall not be

taken, appropriated or damaged for public use, without compensation therefor.” Petitioners submit that the actions of The City complained of herein constitutes a taking, appropriation, and damage to Petitioners’ property, in violation of rights granted by the state constitution.

6. The Due Process Clause of both the Fifth and Fourteenth Amendment to the United States Constitution prohibits the deprivation of life, liberty, or PROPERTY [emphasis added] by the federal and state governments without due process of law. Prior to the passage of “City Plan 2040”, Petitioners were given no notice or opportunity to offer defense to the taking of their property. The failure of due process deprived Petitioners (and others similarly situated) the right of a fundamental fairness as granted by law.

7. Petitioners recognize that in 2020, Arkansas enacted a public law setting “territorial jurisdiction” for municipal governments to use for planning purposes. That distance is limited to an area of two (2) miles beyond the corporate city limits. Petitioners’ lands do fall within the permitted area. However, the grant of “territorial jurisdiction” does not permit violation of state and federal constitutional protection by taking of property without just compensation.

8. The actual physical taking (i.e. possession) of Petitioners’ real property, which is situated in a rural setting, will result in a loss of privacy, quality of life, and the quiet enjoyment of home and property, all of which devalues the property. In some cases, parcels of land will be separated into two sections divided by the roadway again see Wang’s request (Exhibit I)

9. Many other reasons (practical, financial, and environmental) exist to support the removal of the “Residential Link Street” from City Plan 2040, including but not limited to the following:

- A. This proposed street crosses a major gas pipeline;
- B. This proposed street crosses an existing Ozark Electric high voltage transmission

power line;

C. This proposed street cuts through existing buildings and within a few feet of at least one current residential dwelling and perhaps others;

D. Two spring fed ponds and a third pond is directly in the path of this proposed street;

E. There are gas wells situated on some of these properties that are functioning and serving two homes;

F. One property is in use as an operating cattle operation;

G. There are reports of existing Indian mounds located on one parcel;

H. Important prairie land (Drake's Prairie) will be disturbed by this proposed street;

I. The runoff of water from the mountain to the south (Bear Mountain) is considerable and the interruption of the existing creek and other flow ditches will likely cause significant flooding of homes on some of Petitioners' land as well as that of homeowners residing within the subdivision of The City at lower elevations;

J. Neighbors living in close proximity to Petitioners' land will experience deterioration of their rural tranquil existence by the locating of this proposed street;

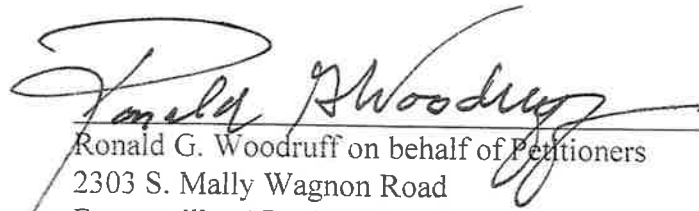
K. Destruction of wildlife habitat will be a direct result of such a construction project; and

L. Existing connecting area roadways provide the City better alternatives to serve future needs of the City.

FOR THE REASONS STATED, Petitioners respectfully petition the CITY OF FAYETTEVILLE to amend City Plan 2040 by removing and deleting the designation of the "Residential Link Street" that runs from Dead Horse Mountain Road east to Mally Wagnon Road across Petitioners' land.

A list of contact information for each petitioner is attached marked Exhibit J.

Submitted by:

A handwritten signature in black ink, appearing to read "Ronald G. Woodruff", is written over a horizontal line.

Ronald G. Woodruff on behalf of Petitioners

2303 S. Mally Wagon Road

Fayetteville, AR 72701

ronwoodruff40@gmail.com

(479)841-8790

Date: December 20, 2023

EXHIBIT “A”

Woodruff

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT we, **Ronald G. Woodruff and Marsha C. Woodruff**, Husband and Wife, hereinafter called Grantors for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by:

Ronald G. Woodruff and Marsha C. Woodruff as Trustees of "**THE RONALD G. AND MARSHA C. WOODRUFF FAMILY TRUST**," hereinafter called Grantees, do hereby grant, bargain, sell, and quitclaim unto the said Grantees and Grantees' assigns, the following described land situate in Washington County, State of Arkansas, to Wit:

Part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-nine (29), Township Sixteen (16) North, Range Twenty-nine (29) West of the 5th P.M. described as follows, to-wit: Beginning at the Southeast corner of said forty acre tract, and running thence North 500.01 feet, thence West 555 feet, thence South 500.01 feet, thence East 555 feet to the point of beginning, containing 6.37 acres, more or less.

Subject to any easements and/or right-of-ways of record.

Note: This transfer is made for the purpose of family estate planning and no consideration is exchanged.

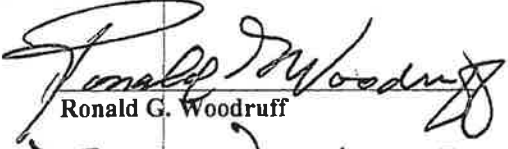
To have and to hold the said lands and appurtenances thereunto belonging unto the said Grantees and Grantees' assigns, forever.

And we, the Grantors, hereby release and relinquish unto the Grantees our homestead in and to said lands.

Witness our hand and seal on this 7th day of July, 2017.

Prepared By:

WOODRUFF LAW FIRM
Ronald G. Woodruff
P.O. Box 1866
Fayetteville, AR 72702
(479) 444-8444


Ronald G. Woodruff


Marsha C. Woodruff

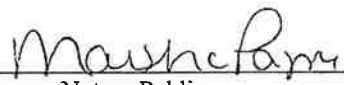
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

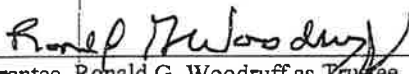
On this the 7th day of July, 2017, before me a notary public personally appeared **Ronald G. Woodruff and Marsha C. Woodruff**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledge that they had executed the same for the purposes therein set forth.

My Commission Expires:




Notary Public

I certify that under penalty of false swearing that at least the legally required amount of documentary stamps have been placed on this instrument.


Grantee, Ronald G. Woodruff as Trustee
Of the Ronald G. and Marsha C. Woodruff Family Trust

Mail taxes to: Ronald and Marsha Woodruff, P. O. Box 1866, Fayetteville, AR 72702

Doc ID: 017609720001 Type: REL
Kind: QUITCLAIM DEED
Recorded: 08/25/2017 at 02:33:12 PM
Fee Amt: \$15.00 Page 1 of 1
Washington County, AR
Kyle Sylvester Circuit Clerk
File **2017-00026345**

EXHIBIT “B”

Kline

WARRANTY DEED

with relinquishment of dower and homestead

KNOW ALL MEN BY THESE PRESENTS:

That we, C. A. Hughes, Jr, and Mary L. Hughes,
husband & wife

for and in consideration of the sum of One Dollar (\$1.00) and other
good and valuable considerations
to us in hand paid by Allan S. Kline and
Velva L. Kline

do hereby grant, bargain and sell unto the said Allan S. Kline and
Velva L. Kline, husband & wife, and their

heirs and assigns, the following described land, situate in:
Washington County, State of Arkansas, to-wit:

A part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of
Section Twenty-nine (29), Township Sixteen (16) North of Range Twenty-nine
(29) West, Described as follows, to-wit: Beginning at the Southwest corner
of said forty acre tract, and running thence East 765 feet, thence North
500 feet, thence West 765 feet, thence South 500 feet to the point of
beginning and containing 8.78 acres, more or less.

APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATOR
SIGNED B. J. [Signature] DATE 9-8-80

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said
Allan S. Kline and Velva L. Kline, husband & wife, and their
heirs and assigns, forever. And We the said C. A. Hughes, Jr. and Mary L. Hughes,
husband & wife

hereby covenant that we are lawfully seized of said land and premises; that the same is unincumbered, and we will
forever warrant and defend the title to the said lands against all legal claims whatever.
And I, the said Mary L. Hughes wife of C. A. Hughes, Jr.

in consideration of said sum of money, do hereby release and relinquish unto the said Allan S. Kline and
Velva L. Kline

all my interest, right, title and dower and convey my homestead in and to said lands.
WITNESS our hands and seals on this 5th day of September 1980

[Signature] (Seal)
Mary L. Hughes (Seal)
(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS

County of Washington ss.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public
within and for the County aforesaid, duly commissioned and act-
ing. C. A. Hughes, Jr. and Mary L. Hughes, husband & wife
to me well known as the Grantors in the foregoing Deed, and stated that they
had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 5th day of
September 1980.

My Commission expires

July 9, 1983

[Signature] Planning Commission
February 12, 2024

EXHIBIT “C”

Wang

Type: REAL ESTATE
 Kind: WARRANTY DEED
 Recorded: 10/14/2022 9:05:54 AM
 Fee Amt: \$25.00 Page 1 of 3
 Washington County, AR
 Kyle Sylvester Circuit Clerk

File# 2022-00033692

Please Return To:

Lenders Title Company
 3761 N Mall Avenue, Suite 1
 Fayetteville AR, 72703
 Phone: 479-444-3333
 Fax: 479-443-4256

File Number: 22-067213-500

This deed form prepared under the supervision of:
 J. Mark Spradley, Attorney at Law
 1501 N. University, Suite 155
 Little Rock, AR 72202

Transactional data completed by Lenders Title Company

Warranty Deed - Unmarried (Letter).rtf

FOR RECORDER'S USE ONLY

WARRANTY DEED (UNMARRIED PERSON)

KNOW ALL MEN BY THESE PRESENTS:

That, Sharon Buss-Rosso (erroneously shown of record as Sharron Buss-Russo), an unmarried person, Grantor, for and in consideration of the sum of —TEN AND 00/100— DOLLARS (\$10.00)—and other good and valuable consideration in hand paid by Kevin Wang and Lucia Wang, a married couple, Grantee(s), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee(s), and unto their heirs and assigns forever, the following lands lying in the County of Washington and the State of Arkansas to-wit:

A part of the NW1/4 of the NW1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: to-wit: Beginning at a set #4 rebar on the West line of said NW1/4 NW1/4, which is S01°40'39"W 925.64 feet from an existing cotton picker spindle in the top of a railroad tie fence corner post marking the NW corner of said NW1/4 NW1/4 and running thence leaving said West line, S88°14'04"E 1318.43 feet to the East line of said NW1/4 NW1/4, thence along said East line, S01°34'50"W 398.27 feet to a set #4 rebar marking the SE corner of said NW1/4 NW1/4, thence along the South line of said NW1/4 NW1/4, N88°16'11"W 1319.10 feet to an existing 2" pipe marking the SW corner of said NW1/4 NW1/4, thence along the West line of said NW1/4 NW1/4, N01°40'39"E 399.02 feet, to the Point of Beginning, containing 12.07 acres, more or less, also known as adjusted Tract B.

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

TO HAVE AND TO HOLD the above described lands unto the Grantee(s) and their heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And I hereby covenant with the Grantee(s) that I will forever warrant and defend the title to the above described lands against all claims whatsoever.

13
WITNESS my hand and seal on this 13th day of October, 2022.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE OR AGENT:

Kevin Wang and Lucia Wang

GRANTEE'S ADDRESS: 614 Oriole Drive
Springdale, AR 72762

Sharon Buss-Rosso
Sharon Buss-Rosso (aka erroneously shown of record as Sharron Buss-Russo)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS.

BE IT REMEMBERED, that on this day came before me, the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, Sharon Buss-Rosso (aka erroneously shown of record as Sharron Buss-Russo), an unmarried person, to me well known as (or satisfactorily proven to be) the person whose name is subscribed to the foregoing instrument and acknowledged that she had executed the same for the consideration, uses and purposes therein mentioned and set forth.

13
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of October, 2022.



My commission Expires:

2-9-2025

Charles Edward Young III
Notary Public

EXHIBIT “D”

Warden

Type: REAL ESTATE
Kind: WARRANTY DEED
Recorded: 1/7/2020 8:55:23 AM
Fee Amt: \$30.00 Page 1 of 4
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2020-00000533

1916099-131
After recording please return to:
Waco Title Company
2592 S. 48th St.
Springdale, AR 72762

**WARRANTY DEED
(LLC)**

File #: 1916099-131

KNOW ALL MEN BY THESE PRESENTS:

That, **Eagle Holdings, LLC**, an Arkansas limited liability company, hereinafter called GRANTOR(S), for and in consideration of the sum of ---ONE AND 00/100--- DOLLAR---(\$1.00)---and other good and valuable consideration, in hand paid by **Steve Warden and Candy Lynne Warden, husband and wife**, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Steve Warden and Candy Lynne Warden, husband and wife**, hereinafter called GRANTEE(S), and unto his heirs and assigns forever, the following described lands lying in **Washington County, Arkansas** to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto the said Grantee(s) and unto his heirs and assigns forever, with all appurtenances thereunto belonging. And the Grantor(s) hereby covenants with said Grantee(s) that it will forever warrant and defend the title to the said lands against all claims whatsoever.

Prepared under the supervision of
Brian Blackman, Attorney
2592 S. 48th St.
Springdale, AR. 72762

IN TESTIMONY WHEREOF, the name of the grantor and its seal are hereunto affixed by its duly authorized Member(s)/Manager(s), this 3 day of Jan, 2020.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

GRANTEE OR AGENT:

GRANTEE'S ADDRESS:

Eagle Holdings, LLC

By: KSDA, Inc., Member

3784 E. Spyglass Hill Dr.
Fayetteville, AR
72701

By: Keith Marrs, President

ACKNOWLEDGMENT

STATE OF AR)
COUNTY OF Washington) SS.

On this day before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Keith Marrs** to me personally known or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who stated that he/she is the **President of KSDA, Inc.**, the authorized Member(s)/Manager(s) of **Eagle Holdings, LLC**, an Arkansas limited liability company, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3 day of Jan, 2020.

Ember Carter
Notary Public

My commission expires:

6/13/23

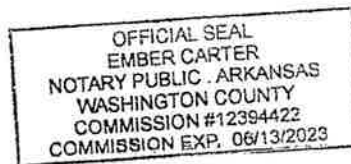


EXHIBIT "A"

A part of the SW 1/4 of the NW 1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a set #4 rebar on the South of the NW 1/4 NW 1/4 which is S 01°40'39" W 1324.66 feet and S 88°16'01" E 53.92 feet from an existing cotton picker spindle in the top of a railroad tie fence corner post marking the NW Corner of the NW 1/4 NW 1/4 and running thence leaving said South line S 88°16'01" E 1241.85 feet to the centerline of Ed Edwards Road; thence along said centerline the following: S 03°00'55" W 14.63 feet; S 04°46'36" W 80.80 feet; S 07°10'08" W 61.49 feet; S 12°53'19" W 59.62 feet, along a curve to the right having a radius of 495.12 feet for a chord bearing and distance of S 14°58'48" W 4.97 feet, along a curve to the right having a radius of 495.12 feet for a chord bearing and distance of S 19°09'46" W 67.27 feet, along a curve to the right having a radius of 495.12 feet for a chord bearing and distance of S 23°38'36" W 10.12 feet; S 26°32'07" W 87.19 feet; S 33°58'45" W 124.76 feet; S 39°18'22" W 96.86 feet; S 42°49'30" W 91.27 feet; S 45°35'44" W 56.94 feet; thence leaving said road centerline N 52°48'13" W 1145.69 feet to the Point of Beginning, containing 10.36 acres, more or less.

AND: A part of the SW 1/4 of the NW 1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing 2" pipe marking the NW Corner of said SW 1/4 NW 1/4 which is S 01°40'39" W 1324.66 feet from an existing cotton picker spindle in the top of a railroad tie fence corner post marking the NW Corner of the NW 1/4 NW 1/4 of said Section 29 and running thence along the North line of the SW 1/4 NW 1/4 S 88°16'01" E 53.92 feet to a set #4 rebar; thence leaving said North line S 52°48'13" E 1145.69 feet to the centerline of Ed Edwards Road; thence along said road centerline the following: S 45°35'44" W 34.67 feet; S 45°15'07" W 129.58 feet; S 31°36'29" W 38.66 feet; thence leaving said road centerline N 88°24'39" W 849.40 feet to the west line of said SW 1/4 NW 1/4; thence along said West line N 01°22'18" E 819.35 feet, to the Point of Beginning containing 11.12 acres, more or less.

LESS AND EXCEPT: A part of the SW 1/4 of the NW 1/4 of Section 29, Township 16 North, Range 29 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a set #4 rebar on the West line of said SW 1/4 of the NW 1/4 which is N 01°22'18" E 500.00 feet from an existing aluminum monument (PLS #1532) marking the SW corner of said SW 1/4 of the NW 1/4 and running thence along the West line of said SW 1/4 of the NW 1/4, N 01°22'18" E 160.00 feet; thence leaving said West line, S 89°20'35" E 7.22 feet to an existing fence line; thence along said fence line, S 01°48'39" E 41.62 feet; thence continuing along said fence line, S 01°43'52" W 118.56 feet; thence leaving said fence line, N 88°24'39" W 8.79 feet to the Point of Beginning, containing 0.03 acres, more or less.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

EXHIBIT “E”

Durning

THIS INSTRUMENT WAS PREPARED BY:
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
ATTORNEYS AT LAW
425 WEST CAPITOL, SUITE 1800
LITTLE ROCK, ARKANSAS 72201-3525


Doc ID: 018629110002 Type: REL
Kind: WARRANTY DEED
Recorded: 06/10/2019 at 01:15:18 PM
Fee Amt: \$20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File **2019-00016610**

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, **Jerry R. Durning** and **Shirley M. Durning**, husband and wife, GRANTORS, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) and other valuable consideration, in hand paid by **Jerry R. Durning** and **Shirley M. Durning, Trustees of The Jerry and Shirley Durning Revocable Trust** u/a/d November 13, 2006, GRANTEES, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantees, and unto their successors and assigns forever, all of the Grantors' right, title and interest in and to the following lands lying in Washington County, Arkansas:

Part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 30 in Township 16 North of Range 29 West, described as follows: Beginning at the Southeast corner of said 20 acre tract, and running thence North 420 feet; thence West 420 feet; thence South 420 feet; thence East 420 feet to the point of beginning, containing 4 acres, more or less.

Also a 20 foot easement along the South line of the said North half of the Southeast Quarter of the Northeast Quarter for roadway purposes, beginning at the West line of the above described four acre tract and running West to the West line of said 20 acre tract.

Subject to all liens and encumbrances of record.

TO HAVE AND TO HOLD the same unto the said Grantees and unto their successors and assigns forever with all appurtenances thereunto belonging.

And we hereby covenant with the said Grantees that we will forever warrant and defend the title to the said lands against all lawful claims or encumbrances whatever.

And we, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees, and unto their successors and assigns, all of our right and possibility of dower, curtesy and homestead in and to the said lands.

WITNESS our hands on this 4th day of June, 2019.

Jerry R. Durning
Jerry R. Durning

Shirley M. Durning
Shirley M. Durning

STATE OF ARKANSAS)
) ss.
COUNTY OF Washington)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned and acting, came **Jerry R. Durning** and **Shirley M. Durning**, to me well known as the Grantors in the foregoing deed, and stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

And Grantors declared that they had, of their own free wills, executed said instrument and signed and sealed the relinquishment of dower, curtesy and homestead therein for the consideration and purposes therein contained and set forth, without compulsion or undue influence of the other.

WITNESS my hand and official seal this 4th day of June, 2019.

Mary Barnard
Notary Public

My Commission Expires:

08/10/2025
(SEAL)



I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

Jerry R. Durning
Grantee or Grantee's Agent

Grantee's address: 2600 Hunt Lane
Fayetteville, AR 72701

THIS INSTRUMENT WAS PREPARED BY:
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
ATTORNEYS AT LAW
425 WEST CAPITOL, SUITE 1800
LITTLE ROCK, ARKANSAS 72201-3525

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, **Shirley M. Durning**, a married, GRANTOR, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) and other valuable consideration, in hand paid by **Jerry R. Durning and Shirley M. Durning**, Trustees of the Jerry and Shirley Durning Revocable Trust, GRANTEES, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantees, and unto their successors and assigns forever, all of the Grantor's right, title and interest in and to the following lands lying in Washington County, Arkansas:

A part of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30) in Township Sixteen (16) North, Range Twenty-Nine (29) West of the 5th P.M., being more particularly described as follows, to-wit: Commencing at the Southeast corner of said twenty (20) acre tract; thence North four hundred and twenty (420) feet for a point of beginning; thence West four hundred and twenty (420) feet; thence South three hundred and ninety-five feet; thence West nine hundred (900) feet to the West line of said twenty (20) acre tract; thence North along the West line of said twenty (20) acre tract to a point which is three hundred seventy-two and seventy-two hundredths (372.72) feet South of the Northwest corner of said twenty (20) acre tract; thence East one hundred and ninety-four (194) feet; thence North one hundred and sixty-four (164) feet; thence East one hundred and nineteen and five hundredths (119.05) feet; thence North two hundred and eight and seventy-two hundredths (208.72) feet to the North line of said twenty (20) acre tract; thence East along the North line of said twenty (20) acre tract to the Northeast corner of said twenty (20) acre tract; thence South along the East line of said twenty (20) acre tract to the point of beginning, containing in all 12.79 acres, more or less, subject to the following:

1. A blanket right-of-way grant to the Arkansas Western Gas Company, dated June 27, 1950 and recorded in Deed Record Book 428 at Page 192.

2. A blanket right-of-way grant to Ozarks Electric Cooperative Corporation filed for record July 9, 1976 and recorded in Deed Record Book 909 at Page 828 thereof.
3. An Oil and Gas Lease dated November 18, 1985 to Dunsmoor Oil & Gas Properties, and subsequently assigned to Ross Explorations, Inc., and thereafter to War Eagle Oil & Gas Company.
4. The right-of-way of an existing paved county road (commonly known as Hunt Lane along the western boundary of said twenty (20) acre tract).

This conveyance is subject to the life estate of Clarence H. Eans and Pauline Eans, reserved in a Warranty Deed recorded on December 10, 1987 in Book 1987, Page 822, in the real estate records of Washington County, Arkansas.

Subject to all liens and encumbrances of record.

TO HAVE AND TO HOLD the same unto the said Grantees and unto their successors and assigns forever with all appurtenances thereunto belonging.

And I hereby covenant with the said Grantees that I will forever warrant and defend the title to the said lands against all lawful claims or encumbrances whatever.

And Grantor and **Jerry R. Durning**, her husband, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees, and unto their successors and assigns, all of our right and possibility of dower, curtesy and homestead in and to the said lands.

WITNESS our hands on this 25 day of MAY, ~~2006~~ ²⁰⁰⁷.

Shirley M. Durning
Shirley M. Durning
Jerry R. Durning
Jerry R. Durning

STATE OF ARKANSAS)

COUNTY OF WASHINGTON) ss.

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned and acting, came **Shirley M. Durning**, to me well known as the Grantor in the foregoing deed, and **Jerry R. Durning**, her husband, and stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

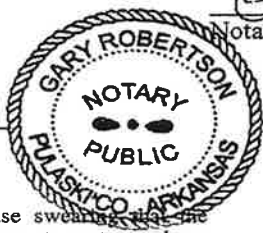
And Grantor and **Jerry R. Durning**, her husband, declared that they had, of their own free wills, executed said instrument and signed and sealed the relinquishment of dower, curtesy and homestead therein for the consideration and purposes therein contained and set forth, without compulsion or undue influence of the other.

WITNESS my hand and official seal this 25 day of May, 2007.

Gary Robertson
Notary Public

My Commission Expires:

8-1-2010
(SEAL)



I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

Shirley M. Durning Jerry R. Durning
Grantee or Grantee's Agent

Grantee's address: 2550 HUNT LN
FAYETTEVILLE, AR
72701

1006903.1

EXHIBIT “F”

Farkas/Gregory



Doc ID: 017748870002 Type: REL
 Kind: QUITCLAIM DEED
 Recorded: 11/21/2017 at 04:16:04 PM
 Fee Amt: \$20.00 Page 1 of 2
 Washington County, AR
 Kyle Sylvester Circuit Clerk

**QUITCLAIM DEED
 (MARRIED PERSON)**

File **2017-00035493**

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Richard Bruce Farkas, Grantor, a married person, for and in consideration of the sum of Ten Dollars (\$10.00), paid by Carol Lynn Gregory, my wife, Grantee, the receipt of which is hereby acknowledged, do hereby grant, convey and quitclaim unto Richard Bruce Farkas and Carol Lynn Gregory, Husband and Wife Grantees, and unto Grantees' successors and assigns forever, all of my right, title, interest, equity and estate in and to the following lands lying in the County of Washington, State of Arkansas:

Part of the South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 30, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of said S/2 of the SE/4 of the NE/4, thence South 00°00'41" West 347.16 feet; thence South 79°42'25" East 433.66 feet to the Point of Beginning; thence South 79°42'25" East 907.92 feet to the East line of said S/2 of the SE/4 of the NE/4; thence North 00°00'49" East 584.10 feet along said East line; thence North 89°52'46" West 817.03 feet along the north line of said S/2 of the SE/4 of the NE/4; thence South 10°13'38" West 430.43 feet to the Point of beginning, containing 9.96 acres, more or less, and subject to any easements of record or not of record. And an easement over and across the following described lands, to-wit: Part of the S/2 of the SE/4 of the NE/4 of Section 30, Township 16 North, Range 29 West, Washington County, Arkansas; being more particularly described as follows: Commencing at the NW corner of said S/2 of the SE/4 of the NE/4, thence S01°00'41" W 347.16 feet, thence S 79°42'25" E 433.66 feet to the point of beginning, thence N10°13'38" E 60.00 feet, thence N 79°42'25" W 444.47 feet, thence S0°00'41" W 60.98 feet, thence S79°42'25" E 433.66 feet to the point of beginning.

To have and to hold the same unto the said Grantees, and unto Grantees' successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

WITNESS my hand and seal this 20th day of November, 2017.


 Richard Bruce Farkas, Grantor

ACKNOWLEDGMENT

STATE OF ARKANSAS

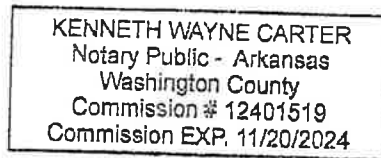
§
 §

COUNTY OF WASHINGTON §

On this 20 day of November, 2017, the above signatory, Richard Bruce Farkas, (known to or satisfactorily proven to me to be the same) personally appeared before me, a duly commissioned Notary Public, and personally executed this writing before me, acknowledging that he freely did same for the purposes stated in this writing.

My commission expires:
11-20-2024

Kenneth Wayne Carter
Notary Public



After recording please return to:
Waco Title Company
6815 Isaac's Orchard Rd, Ste D
Springdale, AR 72762

File# 2017-00002726

**WARRANTY DEED
(TRUSTEE)**

File #: 1613190-103

KNOW ALL MEN BY THESE PRESENTS:

That, **Victoria G. Mayo, Trustee of the Victoria G. Mayo Revocable Trust u/t/d October 1, 2001,** hereinafter called GRANTOR, for and in consideration of the sum of ---ONE AND 00/100--- DOLLARS---(\$1.00)---and other good and valuable consideration in hand paid by **Richard B. Farkas and Carol L. Gregory, husband and wife,** the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Richard B. Farkas and Carol L. Gregory, husband and wife,** hereinafter called GRANTEE(S), and unto their heirs and assigns forever, the following lands lying in **Washington County, Arkansas** to-wit:

Part of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 16 North, Range 29 West, Washington County, Arkansas being more particularly described as follows: Beginning at the Northwest corner of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, thence South 00° 00' 41" West 347.16 feet, thence South 80° 41' 34" East 433.72 feet, thence North 10° 13' 38" East 422.97 feet, thence North 89° 52' 46" West 503.04 feet to the point of beginning, containing 4.11 acres more or less, and subject to the Right-of-Way of Washington County Road 169 along the West side of the property and a 60 foot wide easement for ingress and egress along and parallel to the South line of the property.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

TO HAVE AND TO HOLD the same unto the said Grantee(s) and unto their heirs and assigns forever, with all appurtenances thereunto belonging. And the Grantor hereby covenant with said Grantee(s) that the Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

Prepared under the supervision of
Brian Blackman, Attorney
6815 Isaac's Orchard Road
Springdale, AR. 72762

WITNESS my hand and seal on this 20 day of January, 2017.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

The Victoria G. Mayo Revocable Trust
u/t/d October 1, 2001

GRANTEE OR AGENT: Richard B. Farkas & Carol L. Gregory

GRANTEE'S ADDRESS: 2748 S. Hunt Lane
Fayetteville, AR 72701

Victoria G. Mayo
By: Victoria G. Mayo, Trustee

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) SS.

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, and appeared in person the within named **Victoria G. Mayo, Trustee of the Victoria G. Mayo Revocable Trust u/t/d October 1, 2001**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and stated that she was duly authorized in such capacity to execute the foregoing Warranty Deed by Trustee for and in the name and behalf of said Trust, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of January, 2017.

[Signature]
Notary Public

My commission expires:

9-22-21



EXHIBIT “G”

Hamm

File# 2019-00011242

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Debbie Jean Boyce, David Doyne Hamm, and Sandra Jeanne Hamm also known as Sandra Hamm Martini, hereafter Grantor whether one or more, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration, in hand paid by Hamm Land & Cattle LLC, an Arkansas limited liability company, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, convey, and quitclaim unto the said Grantee, and unto Grantee's successors and assigns forever, all of Grantor's interest in and to the following lands, located in Washington County, Arkansas to-wit:

The fractional Northwest Quarter of the Northwest Quarter (Frl. NW ¼ of the NW ¼) and the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼); and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼); and the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); and 19 rods of equal and uniform width off the North side of the Fractional Southwest Quarter of the Northwest Quarter (Frl. SW ¼ of NW ¼); all in Section Thirty (30) in Township Sixteen (16) North of Range Twenty-nine (29) West, and containing in all 149.97 acres, more or less.

(Legal description provided to Scrivener by Grantor.)

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever with all appurtenances thereunto belonging.

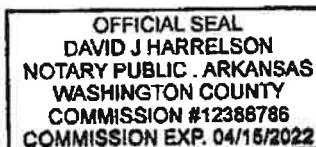
**This instrument prepared by:
Coleman Taylor PLLC
Attorney at Law
P.O. Box 8068
Payetteville, AR 72703**


David Doyne Hamm

ACKNOWLEDGMENT

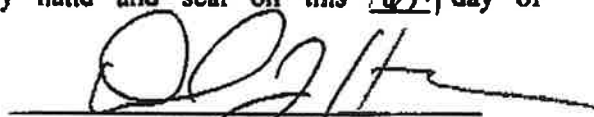
STATE OF ARKANSAS

COUNTY OF WASHINGTON

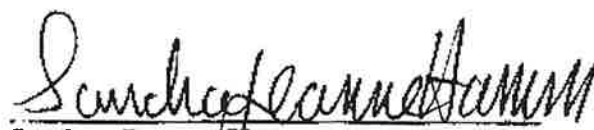


On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared David Doyne Hamm, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that he had executed the same for the consideration, uses, and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 16th day of April 2019.


Notary Public

My commission expires: 04/15/2022
(Seal)


Sandra Jeanne Hamm, also known as
Sandra Hamm Martini

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared Sandra Jeanne Hamm also known as Sandra Hamm Martini, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that she had executed the same for the consideration, uses, and purposes therein stated.

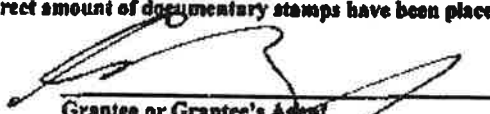
In witness whereof, I hereunto set my hand and seal on this 19th day of April 2019.


Notary Public

My commission expires: 6-30-2028
(Seal)

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. (NO TAX DUE).




Grantee or Grantee's Agent
Grantee's Mailing Address:
2395 S. Hunt Lane
Fayetteville, AR 72701

WITNESS our hands and seals this 15 day of APRIL 2019.

Debbie Jean Boyce
Debbie Jean Boyce

ACKNOWLEDGMENT

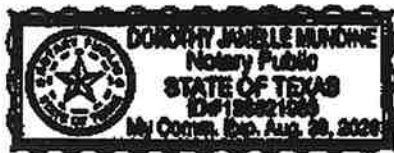
STATE OF TEXAS
COUNTY OF BEXAR

On this day before the undersigned, a notary public, duly qualified and acting in and for the county and state aforesaid, personally appeared Debbie Jean Boyce, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that she had executed the same for the consideration, uses, and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 15 day of APRIL 2019.

Dorothy J. Mardine
Notary Public

My commission expires: AUGUST 30, 2020
(Seal)



Washington County, AR
I certify this instrument was filed on
4/23/2019 10:23:18 AM
and recorded in REAL ESTATE

File# 2019-00011242
Kyle Sylvester - Circuit Clerk

[Signature]

File# 2023-00010239

QUITCLAIM DEED (LLC)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Hamm Land & Cattle LLC, an Arkansas limited liability company, Grantor, for and in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable consideration, in hand paid by David D. Hamm, Trustee, **David D. Hamm Revocable Trust Under Declaration Dated April 19, 2018**, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, convey, and quitclaim unto the said Grantee, and unto Grantee's heirs, successors and assigns forever, all of Grantor's interest in and to the following lands, located in Washington County, Arkansas, to-wit:

Part of the Southwest Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Sixteen (16) North, Range Twenty-Nine (29) West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Southeast corner of said 40-acre tract, said point being in Hunt Lane; thence along said Lane North, 296.18 feet; thence leaving said Lane West, 441.21 feet; thence South, 296.18 feet; East, 441.21 feet to the point of beginning and containing 3 acres, more or less and subject to that portion which lies in Hunt Lane on the East side.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's heirs, successors and assigns forever with all appurtenances thereunto belonging.

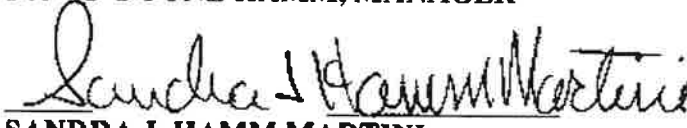
This instrument prepared by

Coleman Taylor PLLC
Attorney at Law
P O Box 8068
Fayetteville AR 72703

WITNESS our hands and seals on this 26 day of Apr., 2023.

Hamm Land & Cattle LLC


DAVID DOYNE HAMM, MANAGER


SANDRA J. HAMM MARTINI,
MANAGER

ACKNOWLEDGMENT

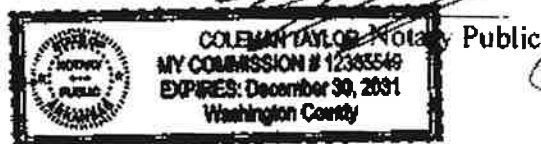
STATE OF ARKANSAS

COUNTY OF WASHINGTON

In said County and State, on this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **David Doyne Hamm and Sandra J. Hamm Martini**, to me personally known (or satisfactorily proven), who stated that they are the **Managers of Hamm Land & Cattle LLC**, an Arkansas limited liability company, and are duly authorized in their capacities to execute and deliver the foregoing instrument for and in the name and behalf of said Grantor, and further stated and acknowledged that he has so signed, executed, and delivered said instrument in the capacity and for the consideration, uses, and purposes therein mentioned and set forth.

In witness whereof, I hereunto set my hand and seal on this 26 day of Apr., 2023.

My commission expires: 12/30/31
(Seal)



I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. (NO TAX DUE).

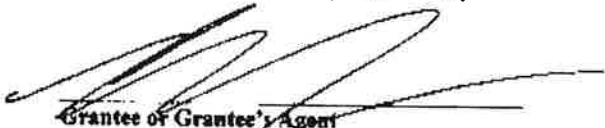

Grantee or Grantee's Agent
Grantee's Mailing Address:
2395 S. Hunt Lane
Fayetteville, AR 72701

EXHIBIT “H”

Maps

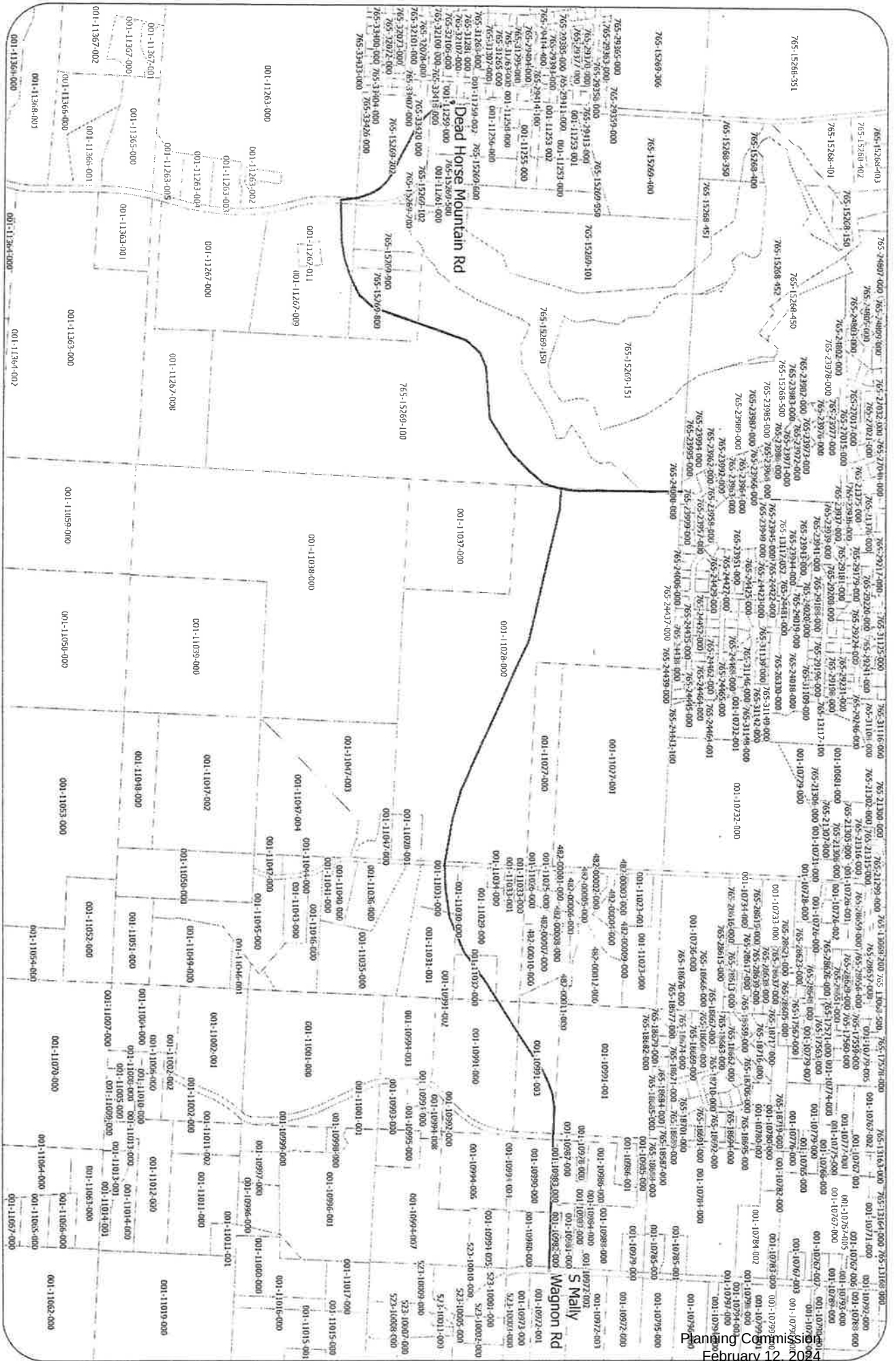


42



County Disclaimer: These maps were created by Washington County using data created or acquired by its Assessor's office, Dept. of Emergency Management, and Road Department and in accordance with Arkansas Code 15-21-502 (2) (B), which states "The digital cadastre manages and provides access to cadastral information. Digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre," and Arkansas Code 15-21-502 (6) which indicates that "Digital cadastre means the storage and manipulation of computerized representations of parcel maps and linked databases." These maps have been developed from the best available sources. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall said Washington County be liable for direct, indirect, incidental, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use or reliance on the maps. The parcel lines shown are considered a graphical representation of the actual boundaries. Washington County is in no way responsible for or liable for any misrepresentation or re-use of these maps. Distribution of these maps are intended for informational purposes and should not be considered authoritative for engineering, legal and other site-specific uses.

Date Printed: 12/13/2023



County Disclaimer: These maps were created by Washington County using data created or acquired by its Assessor's office, Dept. of Emergency Management, and Road Department and in accordance with Arkansas Code 15-21-502 (2) (6), which states: "The digital cadastral managers and provides access to cadastral information. Digital cadastral maps do not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastral, and databases." These maps have been developed from the best available sources. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall said Washington County be liable for direct, indirect, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the maps. The parcel lines shown are considered a graphical representation of the actual boundaries. Washington County is in no way responsible for or liable for any misrepresentation or re-use of these maps. Distribution of these maps are intended for informational purposes and should not be considered authoritative for engineering, legal and other site-specific uses.

Date Printed: 12/7/2023

Planning Commission
February 12, 2024

EXHIBIT “I”

Wang Request to City

To whom it may concern:

I am writing to you to request the review and removal or modification of a future residential link that passes through a parcel of land that I currently own and am attempting to sell. Please reference the attached survey (uploaded as supplemental information) for parcel ID 001-10991-103, address listed as 2277 Ed Edwards Rd, Fayetteville, AR 72701. The survey shows the future residential link in "Tract B", which is the parcel of land I own.

From reviewing the "City Plan 2040" document, the "Residential Link Street" design of 52' of right of way access would affect the majority of any construction plans for this piece of land (home construction, neighborhood development). There have already been several potential buyers that have brought this issue up and wanted additional guarantees from my end to state that a road would not be built, which of course I am unable to provide.

While I understand this residential link has no immediate dates of construction, in my request I would like to understand any available options that could lead to removing this link from the master road plan. Or alternatively, any possible modifications to this residential link that would improve my chances to sell this property and reassure any future owners that their designs for the land will not be impacted.

Thank you for your time and considering this request,

Kevin Wang

515-556-2433

wangkisu@gmail.com

Supplemental Information for amendment ADM-2023-0041

Primary request is for the removal of the residential link that goes through parcel listed in ADM-2023-0041. However, if removal is not able to be approved, **Exhibit B** shows a proposed alternate route of the residential link compared with how it is currently laid out on the parcel (**Exhibit A**). In addition, a request for the design of the residential link to be the “Alternative Residential Link Street (Local)” design, (pg. 143, City Plan 2040 document) instead of the “Residential Link Street (Local)” design (pg. 142, City Plan 2040 document).

If that alternative route is not possible, I am open to other alternative routes that will help minimize the residential link getting in the way of future construction on the property (home, septic fields, farm use, etc.). This would still help alleviate potential buyer concerns if/when this residential link is to be built.

Exhibit C shows the contingency requested from a potential buyer requesting the sale be dependent on removing the proposed road from the 2040 Master Street Plan. Realtor clarified the “feasibility study” being their attempt to propose an amendment to the city. Similar requests have been brought up by potential buyers asking for documentation stating that the residential link will not be built in the future, which is not feasible.

This is mainly to show the added difficulty in selling this property due to the concerns of this residential link.

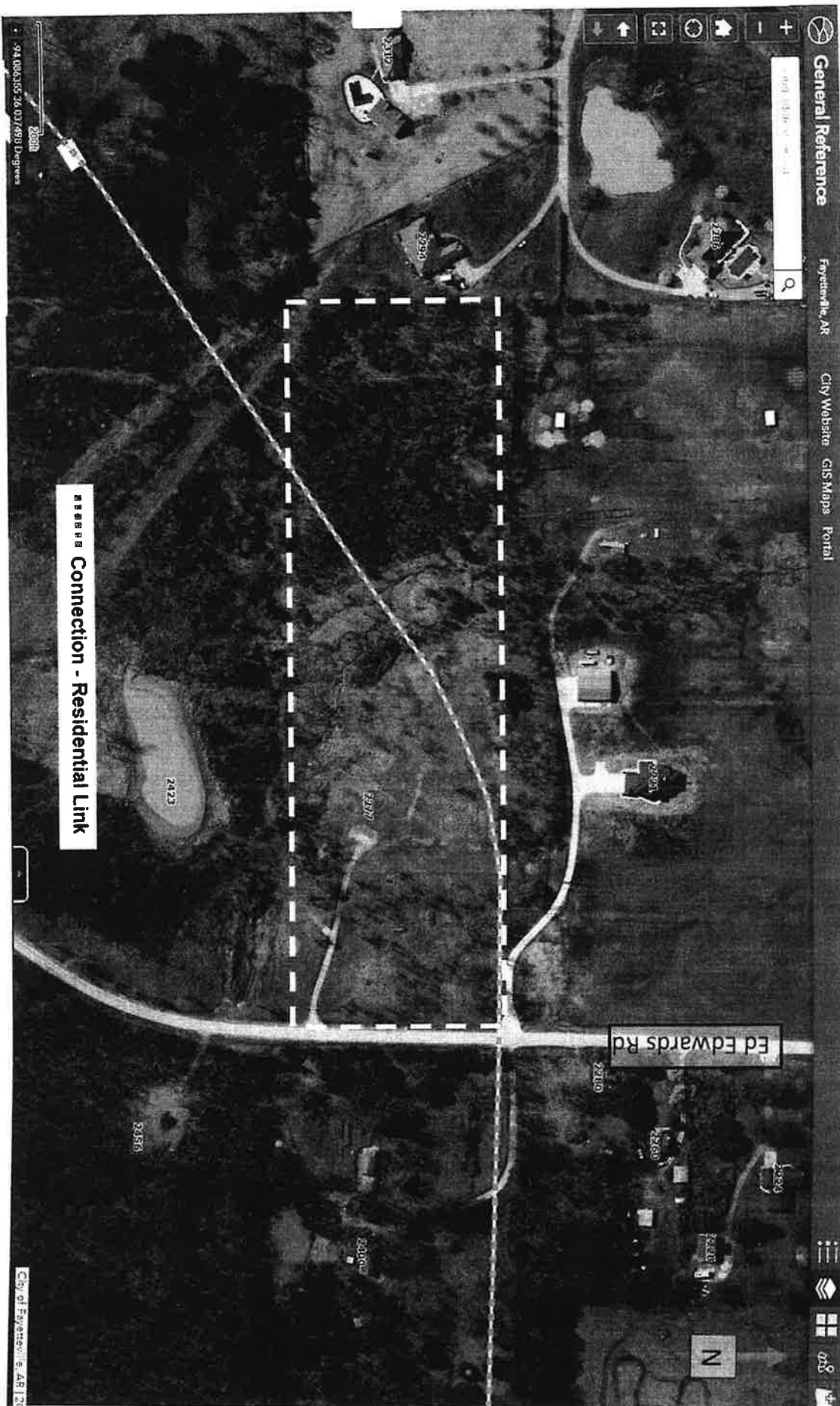


Exhibit A

Screenshot from GIS map with layer showing the existing City Plan 2040 Master Street Plan at 2277 S Ed Edwards Rd

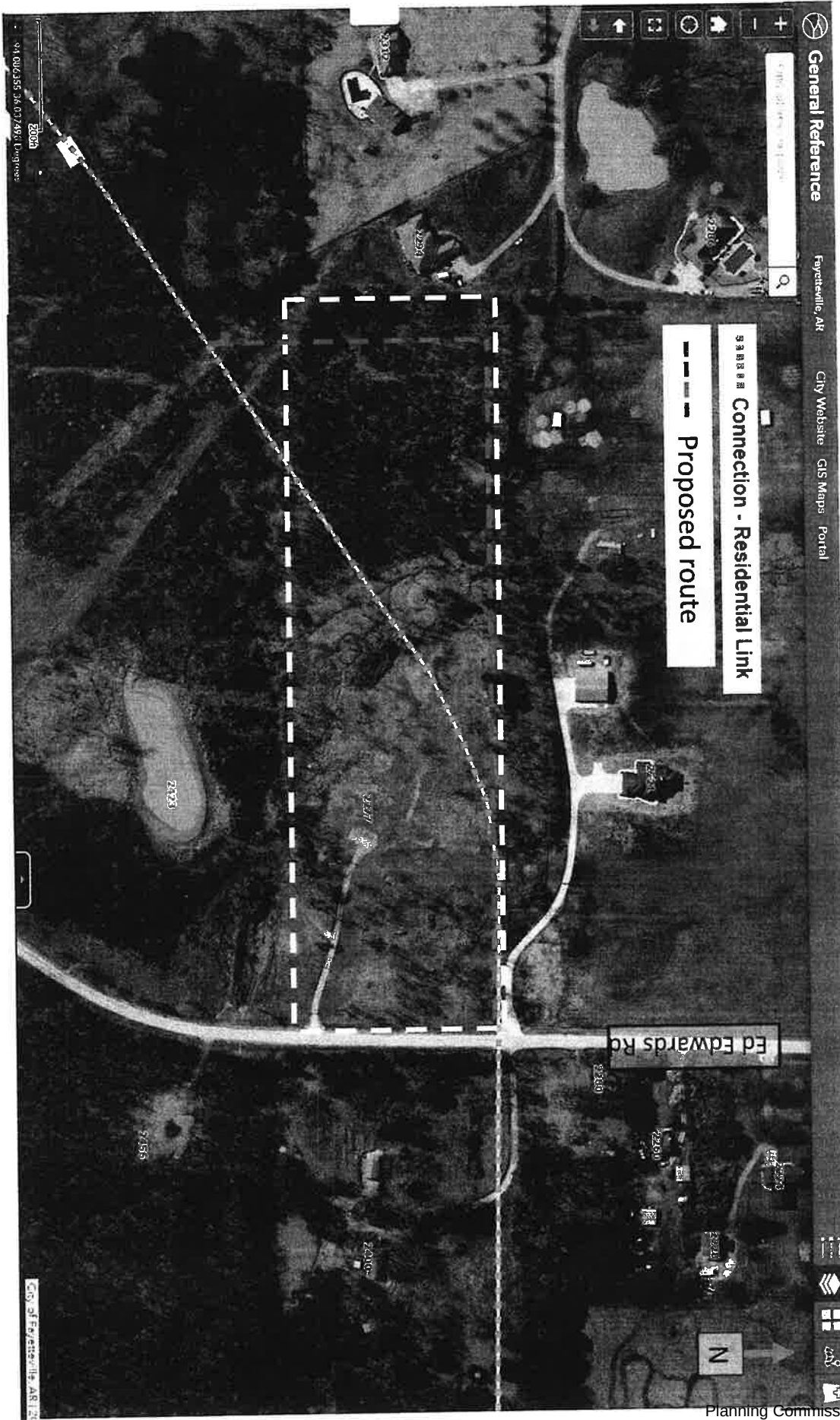


Exhibit B

Proposed re-route of Residential Link if not able to be removed from the Master Street Plan

Example of recent offer from potential buyer adding in a contingency concerning the residential link

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 366–372

SURVEYOR'S NOTES:
THIS IS A TRACT SPILT SURVEY OF A PARCEL OF LAND AS PER DEED BOOK 92,
PAGE 19878 ON FILE IN THE COURTHOUSE OF WASHINGTON COUNTY, ARKANSAS.
LAST BITE VISIT:
MARCH 30, 2018
BASIS OF MEASUREMENT: GEODETIC NORTH
GPS OBSERVATION

13) PLAN OF SURVEY FILED IN THE STATE'S SURVEYING OFFICE AT

DOCUMENT #201100010007
DOCUMENT #201100010002
10) PLAT OF SURVY FILED IN THE STATES SURVEYORS OFFICE AT
11) PLAT OF SURVY FILED IN THE STATES SURVEYORS OFFICE AT
12) PLAT OF SURVY FILED IN THE STATES SURVEYORS OFFICE AT
13) PLAT OF SURVY FILED IN THE STATES SURVEYORS OFFICE AT
DOCUMENT #201100010007

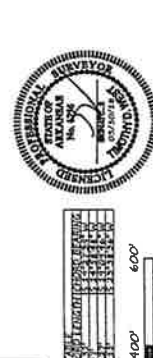
CITY PLAT PAGE: 66

ZONING: CITY OF FAYETTEVILLE PLANNING
BUILDING SETBACKS:
FRONT 10 FT
SIDE 10 FT
REAR 20 FT

FLOOD INFORMATION:
FLOOD ZONE: ONLY A PORTION OF THIS PROPERTY IS LOCATED
WITHIN ZONE XA OR XAC OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM (NFIP). PER THE FLOOD INSURANCE
RATE MAP (FIRM) #601432242P DATED APRIL 02, 2009.

ZORRHO:
CITY OF FAYETTEVILLE PLANNING
BUILDING RETRACKS:
EDDENT 1457

WITHIN ZONE "A" OR "AL" OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
 WASHINGTON, D.C. 20548, FOR THE FLOOD INSURANCE
 RATE MAP JPM44 6801402NEF DATED APRIL 02, 2008.



ARKANSAS STATE SURVEY PLAT CODING

200-367-29W-0-29-400-72-3756



STATION OR
ANY UTILITY

COUNTY RECORDING INFORMATION:

Doc ID: 018483510002 Type: REL
Filed: 03/14/2019 at 10:45:43 AM
FILED
MAR 14 2019
CLERK OF DISTRICT COURT
SAN ANTONIO, TEXAS

FILED 2019-00006796

FILED 2019-00006796

County Recording Information:

Doc ID: 018483510002 Type: REL
 KIND: SURVEY
 Recorded: 03/14/2019 at 10:40:55 AM
 Page 1 of 2

2019-00006796
 KYLE SYLVESTER
 CIRCULATED
 2019-00006796

April 11
1867

ARIZONA STATE SURVEY PLAT CODING
500-14N-2-W-0-2-E-400-72-1-75E

COUNTY RECORDING INFORMATION:

INDEXED
FILED
APR 20 2005
MARICOPA COUNTY
AZ

[illegible]

EXHIBIT “J”

Contact Information for Petitioners

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Fayetteville, AR 72701
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(515)556-2433

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(479)684-1807

Jerry and Shirley Durning
eansduring@aol.com
2600 S. Hunt Lane
Fayetteville, AR 72701
(479)442-6367

Richard Farkas and Carol Gregory
clgpa27@gmail.com
2748 S. Hunt Lane,
Fayetteville, AR 72701
(479)530-3456

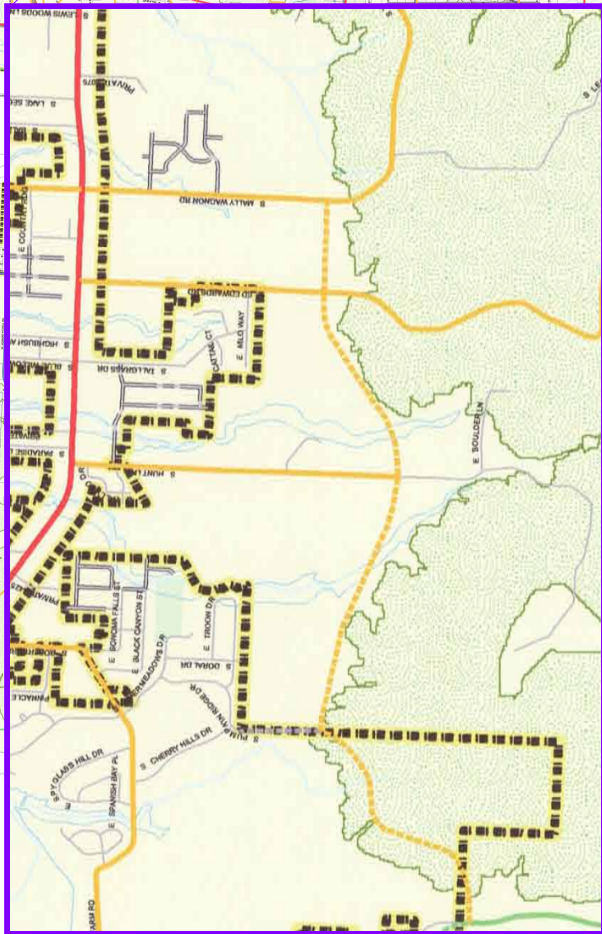
David Hamm
4218dhamm@gmail.com
2433 S. Hunt Lane
Fayetteville, AR 72701 (physical address)
2395 S. Hunt Lane
Fayetteville, AR 72701 (mailing address)
(479)841-1905

Master Street Plan

This certifies that this is the official Master Street Plan map referred to in Ordinance No. 15,107 of the City of Fayetteville.

Approved by the Fayetteville City Council on September 4th, 2020 Resolution No. 15,107

Mayor *[Signature]*
City Clerk *[Signature]*



DOWNTOWN MASTER PLAN

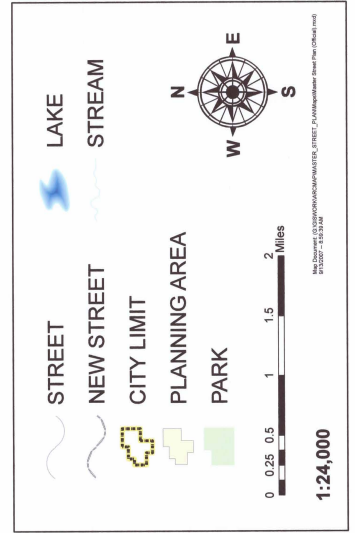
- ST-37
- ST-40 (ONE WAY)
- ST-45
- LOCAL URBAN
- MS-63

STREET PLANNED

- COLLECTOR
- FREEWAY/EXPRESSWAY
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- PRIN ARTERIAL PKWY
- LOCAL

STREET EXISTING

- COLLECTOR
- FREEWAY/EXPRESSWAY
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- PRIN ARTERIAL PKWY
- LOCAL



City Plan 2030

Master Street Plan

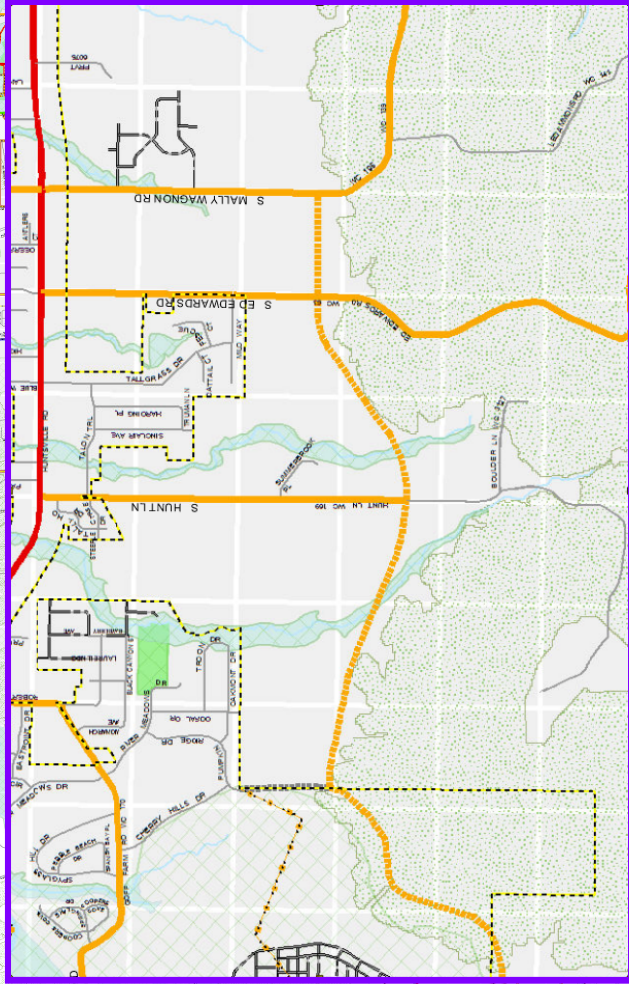
Fayetteville
ARKANSAS

Adopted by the Fayetteville City Council on
August 16, 2011 Resolution No. 146-11

Mayor _____
City Clerk _____

0 0.5 1 Mile

N



Downtown Master Plan

- ST-37
- ST-43 (ONE WAY)
- ST-44
- LOCAL URBAN
- MS-63

EXISTING STREETS

- U of A Campus Master Plan
- COLLECTOR
- FREEWAY/EXPRESSWAY
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- PRIN ARTERIAL PKWY
- PRIN ARTERIAL PKWY

PLANNING COMMISSION

- Future Trails
- Multi-Use Trails-Existing
- Paved Street
- Existing Green Network
- Stream Polygons
- 100 YEAR FLOOD
- Planning Area Boundary
- Blade Hills Overlay District
- PARK
- Other Cities
- Quarter Mile Grid

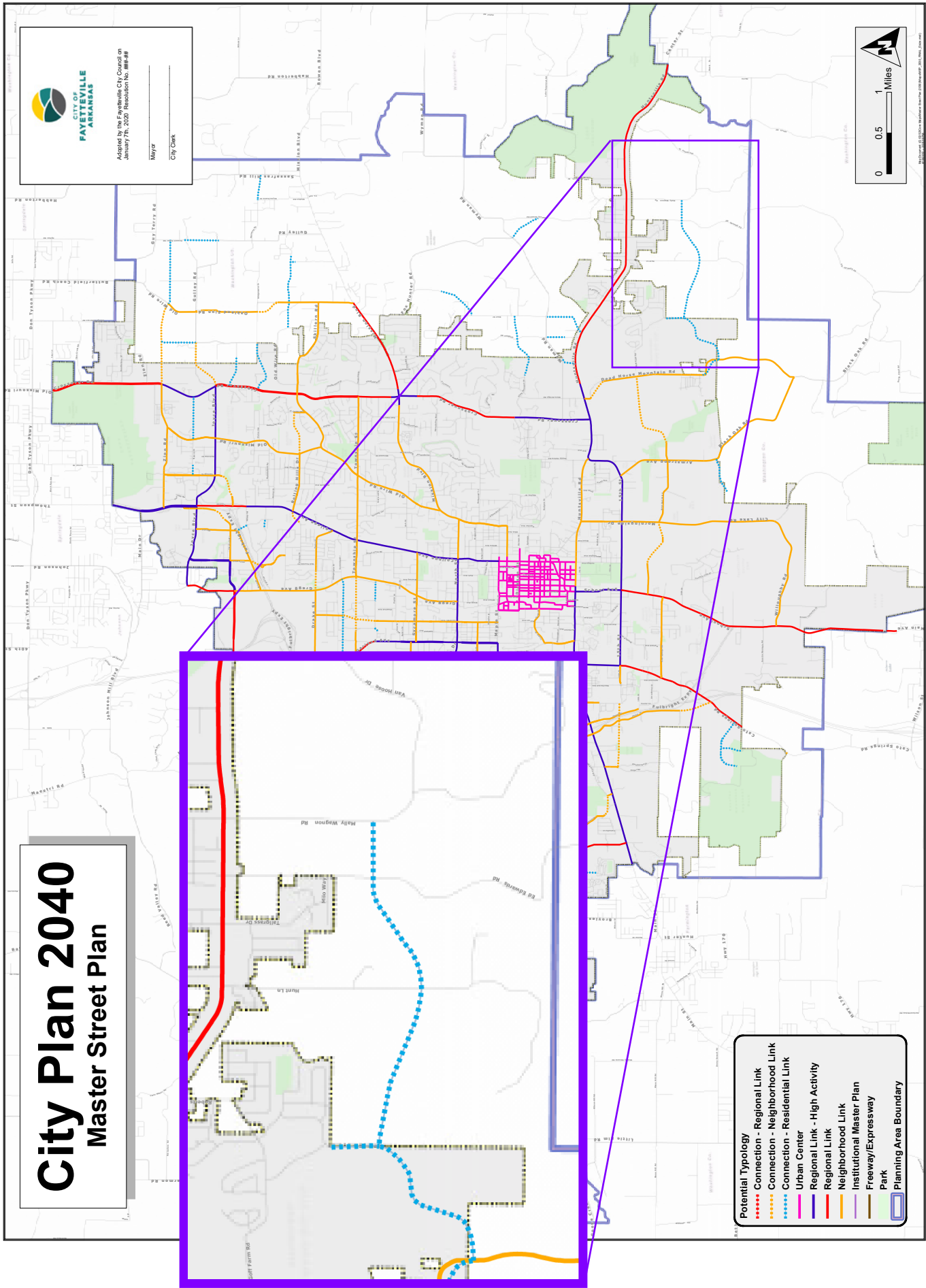


Figure 12.7 - Master Street Plan Map

ADDITIONAL PETITIONER COMMENT
ADM-2024-0001

From: Carol Gregory <clgpa27@gmail.com>

Sent: Wednesday, February 7, 2024 10:07 AM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velva Kline <vkline2@icloud.com>

Subject: Re: Master Street Plan - Resolutions

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

Good Morning Jessie,

Thank you again for taking the time to listen to the Petitioner's concerns at our Monday meeting. I have attached a letter to the Planning Commissioners that I wish to have included in the agenda package. I am concerned about the extreme limitation on the Petitioner's speaking times and am asking in my letter that consideration be given to expanding the time to 3 minutes each so that Petitioners are afforded at least the same amount of time as the general public. It would be helpful for us to know just how much time will be given to us to speak before we arrive on Monday the 12th of February, so that we can adequately prepare. If that issue could be resolved at the agenda session and the results conveyed to us, we would appreciate that very much.

Sincerely,

Carol Gregory

*Carol Gregory
Attorney at Law
2748 S Hunt Lane
Fayetteville, AR 72701
(479)530-3456
clgpa27@gmail.com*

February 6, 2024

RE: Proposed Residential Link Street from Dead Horse Mountain Road to
Mally Wagnon Road

Fayetteville City Planning Commissioners:

My name is Carol Gregory. I've lived at 2748 S Hunt Lane for the past 27 years with my husband Richard Farkas. I am a licensed attorney who practiced mostly real estate law for a number of years.

I had planned to make these remarks in person on Monday night. However, since I've been informed by staff that I will have either 30 seconds or one and a half minutes of speaking time (10 minutes divided by 7 or 13 petitioners depending upon whether families or individuals are counted), I decided that writing was in order. I respectfully request that

speaking time for at least one Petitioner per household be extended to 3 minutes each, so that Petitioners are accorded the same amount of time as the public at large. It seems only fair.

I only very recently learned that this proposed residential link street would traverse my 14 acre sanctuary, where I care for 2 rescued elderly dwarf Shetland therapy ponies and an elderly mini donkey named Buster. As a result of my care for these animals, I am able to supply something that I call “magic pony poo” (compost) to 15 back-yard gardeners in the community. The proposed link street would cut through my property, place my animals in jeopardy, reduce my acreage and limit my ability to access the portion of land which would be on the other side of the street from my home.

One of my chief concerns about this proposed project is the effect that it would have on a major watershed. There are two creeks and three ponds located on my property. One of the ponds is spring fed. One of the creeks is the watershed for much of the Bear Mountain range and it is located only a few feet from my house. It is a wet weather creek, but there are times of the year when massive amounts of water flow off the mountain range, down the creek behind my house, into our ponds and on downstream. Both creeks feed ponds that hold large amounts of water from the watershed. The proposed street would cross both of those creeks, as well as destroy two of our ponds, including the one that is spring fed. The proposed road construction would obstruct the flow of water coming through the creeks and ponds, unless massive infrastructure is built to handle the full amount of the flow. I am reasonably certain that our house will flood if this project is constructed. In fact, just a few years ago, my garage and hay barn were placed within a revised flood plain, and my house sits on the edge of that flood plain. The main reason that I am here is to put the city on notice that my home will flood if it goes through with this project, and mine will not be the only one that will be adversely affected. I understand that city engineers believe that this is not an issue, because they can engineer around any problem, but there are people all over town who have experienced otherwise, including people very near me in Stone Bridge Subdivision whose houses flooded because the city used undersized culverts in that project. In just the last couple of weeks, I’ve heard from a steady stream of citizens who have experienced significant flooding and erosion as a result of city interference with their land.

In addition, I wish to persuade you that there is no need for this project. There are currently existing streets adequate to accommodate traffic well into the future. It’s my understanding that further widening of Hwy 16 is to take place later this year and eventually will be 4 lane all the way to Elkins. Right now, there are ample connections between Hunt Lane and Ed Edwards Road. Talon, Tallgrass and Milo already serve as connector streets between Hunt Lane and Ed Edwards Road. These alternative routes have the benefit of avoiding the necessity of eminent domain, the costs of new street construction, moving utilities, contending with high voltage transmission lines owned by Ozarks Electric, and a major gas line as well. Furthermore, the existing streets go through residential neighborhoods and would not affect the Bear Mountain watershed, spring-fed

ponds, ongoing agriculture enterprises, and a trail system that I've spent years building on my property. The 2040 Plan specifically states that the taking of agriculture land and springs should be avoided, because of the need to maintain both in our environment. The US Constitution (Article XIV) requires that a citizen may not be deprived of property without due process of law, which is notification and an opportunity to be heard. Amendment V of the US Constitution states that private property shall not be taken for public use, without just compensation. It is my considered belief that if governmental entities were to give more deference to, and consideration of, this most basic land rights proposition, our nation's political climate would improve tremendously. In this case specifically, with no notice to my husband and me (or the other petitioners) whatsoever, and no opportunity to be heard, the city's act of placing a line on a map (the proposed road), or failing to remove that line, has reduced the fair market value of our property, places a cloud on our title, and affects our ability to sell should we need to do so in the future. All of this is done with no feasibility studies, no allocation of funds for the project, no condemnation proceedings and no payment to my husband and me for the diminished fair market value and inability to market and sell our land. We are not guessing about this. We have the current example of our fellow petitioners, Kevin Wang and his wife, who have had 3 separate contracts for the sale of their land, all with a contingency requiring the removal of the proposed roadway from their parcel. Now that we know that the city proposes this residential link street on our land we are obligated to disclose that to any potential buyer. The Arkansas Real Estate Disclosure form would require the disclosure, and any current survey will reveal the planned street. This disclosure puts the world on notice that our land is likely to be the subject of future eminent domain litigation, significantly reducing the pool of buyers, because of the associated costs, unknown outcome, and time involved.

Finally, I would also like you to understand who we the petitioners are in this case. Most of us are elderly people with health issues who value our quiet rural surroundings. My husband and I are both cancer survivors. The city's taking of our land has a detrimental effect on our health causing many of us to experience a great deal of stress at a time in our lives when that is the last thing in the world that we need. Some of us have respiratory health issues which will be exacerbated by the traffic related ozone and other pollutants that will collect in the bowl of Bear Mountain, if this project occurs.

Some of my neighbors have spent their entire lives on the land that they call home and have been entrusted by their ancestors, now long gone, to care for, protect, and preserve the land for future generations. I am asking that you please, for a moment put yourselves in our shoes and understand that we are already experiencing an unconstitutional taking of our most significant investment. Even before the official eminent domain proceeding occurs, our property has been placed in limbo while we wait for the city to decide whether it really will take, by way of eminent domain, and destroy our land. Meanwhile, we are unable to make decisions about our property and have to seriously consider whether we should be spending time and money maintaining and improving the home that we love

ADDITIONAL PETITIONER COMMENT
ADM-2024-0001

knowing that the city proposes to destroy it in the future. Please release us from this nightmare and vacate this proposed link street.

Your consideration of these matters is appreciated.

Sincerely,
Carol Gregory

From: RONALD G. Woodruff <ronwoodruff40@gmail.com>
Sent: Wednesday, February 7, 2024 10:50 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Cc: Carol Gregory <clgpa27@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velve Kline <vkline2@icloud.com>; Jerry and Shirley Durning <eansdurning@aol.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; David Hamm <4218dhamm@gmail.com>
Subject: ADM 2024-0001

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Ms. Masters: Please past this message on to the Commission at their Agenda meeting today.

To the Planning Commission: Please take note that there are 7 individual property owners/applicants who have joined in this Petition. We could have sent seven proposals, but as a matter of economy of time and effort for the parties (owners and commissioners), we elected to bring our claims all together as one Petition. It would be appreciated if the commission would grant each owner the amount of time normally given to each applicant to present their position on points of interest and concern to your group.

Ron Woodruff
Petitioner/Property Owner/Applicant

ADDITIONAL PETITIONER COMMENT
ADM-2024-0001

From: Steve Warden <sleej32@hotmail.com>

Sent: Wednesday, February 7, 2024 1:56 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Velva Kline <vkline2@icloud.com>

Subject: Re: Master Street Plan - Resolutions

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.

Jessica I appreciate you taking time to read our emails. I am not writing a long formal letter because Carol has already done a great job doing that. I am one of the petitioners so I know you feel bombarded by all our correspondence but if the planning commission follows through with only allowing 10 minutes between the 7 families that are on this petition to have input verbally then correspondence is our best option. I know these planning commission meetings can be long and often confrontational but that is not what I am a petitioner want for our group. Having been in many of meetings and speaking on occasion I know that the City want to provide infrastructure for future development to be mostly paid for by developers. Many connecting street are already constructed between Ed Edwards and Hunt Lane. There is one path from Hunt lane that would be much shorter to reach Roberts Road witch already tied into Dead Horse Mountain Road which by the way s turns into Stonebridge Rd. Which at this time is the only stop light between Crossover Road and HWY 74 in Elkins on Hwy 16. So no matter how you try and connect streets you are going to create a traffic nightmare beyond belief for Dead Horse Mountain Road. That road is already too small and too many hidden driveway and one the slippery

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From: Steve Warden <sleej32@hotmail.com>

Sent: Wednesday, February 7, 2024 2:10 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Velva Kline <vkline2@icloud.com>

Subject: Re: Master Street Plan - Resolutions

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.

Most slippery s curves in the City. This is Steve Warden and I live at 2555 Ed Edwards Road. I have been here 4 years. I own nearly 30 acres but the bottom 21 are both effectively separated from me being able to utilize them past the proposed road. I have 5 Grandchildren that I intend to teach to hunt and fish on my property. The elevation changes on my property means that it could never be a subdivision. Not to mention I have a Home

with over 4,200 square ft at the top of that 21 acres with what I believe to be one of the best views in the area and I have spent a fortune creating this view. I am constantly fighting watershed on the gas line right of way that 1,300 feet long 60' wide in a grade probably 20% or better. The proposed road is quite possibly the worst place it could have ever been drawn. Please help us get it removed and let developers add roads as they are needed in the future when you can follow a correct path of notifications and public input each time a development tries to happen because I know one has already failed on Dead Horse Mountain road recently. Thanks, Steve Warden 479-684-1807

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From: eansdurning@aol.com <eansdurning@aol.com>

Sent: Wednesday, February 7, 2024 2:47 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; RONALD G. Woodruff <ronwoodruff40@gmail.com>; Velva Kline <vkline2@icloud.com>; Kevin and Lucia Wang <wangkisu@gmail.com>; Steve Warden <sleej32@hotmail.com>; cigpa27@gmail.com

Subject: petition concerning connector street

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, all,

I have written and rewritten so many times and lost so much sleep since this came to light in October, 2023. Having lived on Hunt Lane since 1946, I have a very strong attachment. Only child and with my one and only husband since 1969, we feel that we could lose our paradise. The line heads up our driveway, over my cherished creek, and dead on wipes out our two big Amco buildings and possibly our home, established in 1978. Eight model T and model A cars built by Bill Durning, surround Jerry in his man cave and refuge he visits most evenings. There are old-growth trees and dogwoods and redbuds in the path of the road. Our usually gentle creek will be eroded and our fields will be even more swampy. Birds and wildlife will lose cover and arable land destroyed forever. Those who make the decision must at least walk the path, hear the frogs and see what is at stake. Hunt Lane is special. My surviving childhood friends, neighbors and cousins have stayed or returned to live out their days here.

ADDITIONAL PETITIONER COMMENT
ADM-2024-0001

From: Ronald Woodruff <ronwoodruff40@gmail.com>
Sent: Wednesday, February 7, 2024 4:23 PM
To: eansdurning@aol.com
Cc: Carol Gregory <clgpa27@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Kevin and Lucia Wang <wangkisu@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velva Kline <vkline2@icloud.com>; cigpa27@gmail.com
Subject: Re: petition concerning connector street

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Hope you will be able to pass your passion for this property on to the commission. Ron Woodruff

On Wed, Feb 7, 2024 at 2:49 PM . <eansdurning@aol.com> wrote:
Hello, all,

I have written and rewritten so many times and lost so much sleep since this came to light in October, 2023. Having lived on Hunt Lane since 1946, I have a very strong attachment. Only child and with my one and only husband since 1969, we feel that we could lose our paradise. The line heads up our driveway, over my cherished creek, and dead on wipes out our two big Amco buildings and possibly our home, established in 1978. Eight model T and model A cars built by Bill Durning, surround Jerry in his man cave and refuge he visits most evenings. There are old-growth trees and dogwoods and redbuds in the path of the road. Our usually gentle creek will be eroded and our fields will be even more swampy. Birds and wildlife will lose cover and arable land destroyed forever. Those who make the decision must at least walk the path, hear the frogs and see what is at stake. Hunt Lane is special. My surviving childhood friends, neighbors and cousins have stayed or returned to live out their days here.

From: wangkisu@gmail.com <wangkisu@gmail.com>
Sent: Wednesday, February 7, 2024 4:56 PM
To: RONALD G. Woodruff <ronwoodruff40@gmail.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; Carol Gregory <clgpa27@gmail.com>; Steve Warden <sleej32@hotmail.com>; Velva Kline <vkline2@icloud.com>; Jerry and Shirley Durning <eansdurning@aol.com>; David Hamm <4218dhamm@gmail.com>
Subject: Re: ADM 2024-0001

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Hi Jessie,
In addition to the letters my fellow petitioners have sent, please include my attached letter for the commission.
Thank you
-Kevin

Kevin & Lucia Wang
Owners of 2277 Ed Edwards Rd, Fayetteville, AR 72701
515-556-2433
wangkisu@gmail.com

To the Fayetteville City Planning Commissioners:

I am writing this letter on behalf of myself and my wife, Lucia Wang, to explain and provide additional background information in the request to remove the “Residential Link” as referenced in our joint petition with my fellow neighbors.

We purchased this land back in October 2022 with the intention to build a forever home and made many land improvements (clearing/mulching) and started to finalize house plans. However due to personal and work related reasons, we had to put the property for sale in March of 2023, otherwise we found the area to have all the items we wanted in our forever home (privacy, natural scenery, beautiful landscape).

Since putting the property for sale, we’ve endured the following hardships:

- Land is priced within the comparable market analysis review (done by Luis Martinez with eXp Realty in Northwest Arkansas)
- The “Residential Link” in question shows up on my Survey (performed by Atlas Professional Land Surveying)
- I average several calls a month with potential buyers, who are unfamiliar with the “Master Street Plan” and bring up assumptions that the road is already budgeted to be built.
- I have a premade message that I send to each potential buyer, that explains what the Master Street Plan is and I use the same details that the city staff has explained to us petitioners in what this “residential link” is (not budgeted, no full approvals yet to proceed, but the intention is that it will get built if the plan is followed through). I also include contact information to the city staff to ask them directly if any questions.
- Most do not have follow up with questions after my explanation and do not reply with further interest.
- The few that are interested in purchasing my land and have submitted contractual offers include in their contingencies section, concerns relating to this “Residential Link” and specifically call it out in their real estate contract. Examples below of three offers we received:
 - Buyers requiring a “guaranteed letter” from the City stating this road won’t be built.
 - Offer from 9/1/23 - An additional 122 days to do their own petition to the city for the road’s removal, before closing date
 - Offer on 9/30/23 – A “due diligence” period of 90 days with right to withdraw if unable to receive approval from City
 - In addition to being unable to agree to the contingencies above due to the process required to review the status of this “Residential Link”, **all offers have come at a very reduced price below the market analysis price, which we will not agree to.**

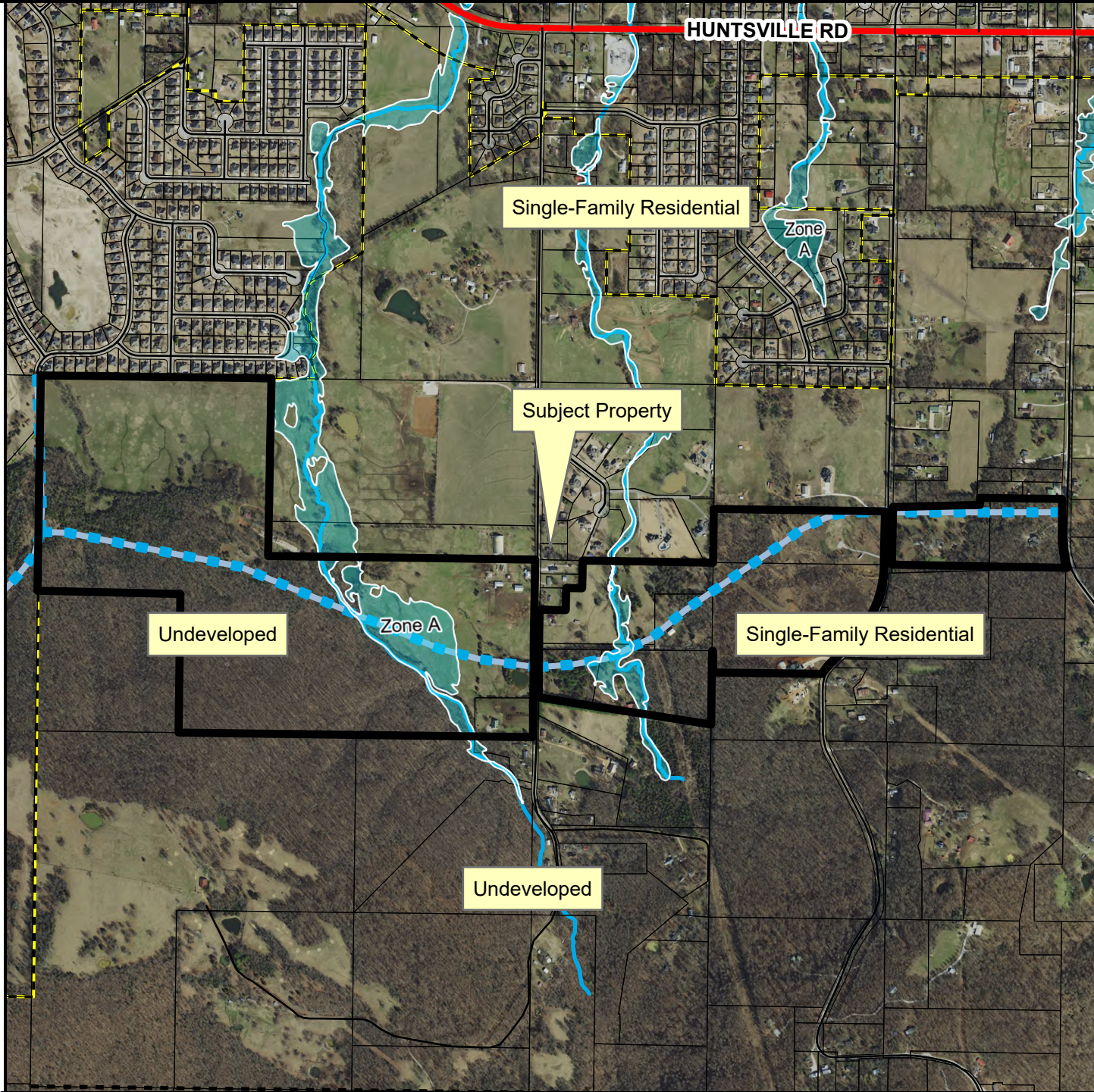
- We are not intending to profit from the sale of this land, but we are not willing to take such an extreme loss that is being caused by this “residential link”
- For the contracted offers that did not have contingencies, the price offered was at an even lower price below market value

The petitioners recently had a meeting with the city staff, which I do appreciate their time in hearing our concerns. I await to review more information that calls out specifically, what data/facts was done to draw this “residential link” as it exists on the master street plan. I understand the benefits and importance of having a Master Street Plan, however I am asking the members of the planning commission to review the “residential link” in our petition and to look at the surrounding area in terms of topography, feasibility, constructability, and overall cost versus other more relevant road improvements that are needed. If this “residential link” is needed to support future growth, then all I ask is for the specific and measurable facts and data that justifies it.

While my wife and I have not owned our land for very long, it’s been very touching to meet so many of our neighbors who grew up on their land and expect to see their children to do the same. I just ask the amount of due diligence that was put into this “residential link” to be drawn the way it is, is shared with us so that we can understand the effort that was put into this road and see if that matches all the time, energy, and stress that this “line” on a map has clouded over us. But I also ask that you review that information and hopefully make the right decision in terms of the question “is this specific road” really needed?

Thank you for your time and consideration,

Kevin Wang



 Regional Link  Unclassified  Residential Link  Planned Residential Link  Trail (Proposed)  Planning Area  Fayetteville City Limits	Feet  0 400 800 1,600 2,400 3,200 1:13,000	FEMA Flood Hazard Data  100-Year Floodplain  Floodway
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