

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, April 16, 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: 893 1278 9243**
PUBLIC REGISTRATION LINK: [HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_QR0_3QCITC2TNLU1QVKG4Q](https://us06web.zoom.us/j/89312789243)

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS****PROPOSED AGENDA ADDITIONS****A. CONSENT****A.1. GIVING TREE GRANT (GRANT ACCEPTANCE):**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A GRANT FROM THE FAYETTEVILLE AREA COMMUNITY FOUNDATION IN THE AMOUNT OF \$1,500.00 TO DEVELOP A TUTORING COMPONENT OF THE AFTERSCHOOL PROGRAM AT THE YVONNE RICHARDSON COMMUNITY CENTER, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1881)

A.2. RESOLUTION 62-24 (AMENDMENT / BUDGET ADJUSTMENT):

A RESOLUTION TO AMEND RESOLUTION NO. 62-24 AND REDUCE THE AMOUNT OF RE-APPROPRIATIONS TO THE 2024 BUDGET BY THE AMOUNT OF \$4,571,983.00, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1876)

A.3. MCCLELLAND CONSULTING ENGINEERS, INC. (CONTRACT AMENDMENT #2):

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$20,475.00 TO PROVIDE ADDITIONAL SERVICES ASSOCIATED WITH THE NORTH STREET CORRIDOR PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENTS BOND PROJECT (2024-1877)

A.4. MUSCO SPORTS LIGHTING, LLC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF LIGHTS, POLES, AND CONTROLLERS FROM MUSCO SPORTS LIGHTING, LLC. IN THE TOTAL AMOUNT OF \$95,051.18, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1824)

A.5. FAYETTEVILLE FIRE DEPARTMENT STRATEGIC PLAN (ADOPTION):

A RESOLUTION TO APPROVE AND ADOPT THE FAYETTEVILLE FIRE DEPARTMENT STRATEGIC PLAN (2024-1904)

A.6. FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES (ADOPTION):

A RESOLUTION TO APPROVE UPDATES TO FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES (2024-1903)

A.7. FAYETTEVILLE FIRE DEPARTMENT ANNUAL PROGRAM APPRAISAL (ACKNOWLEDGEMENT):

A RESOLUTION TO ACKNOWLEDGE THAT THE FAYETTEVILLE FIRE DEPARTMENT HAS COMPLETED ITS ANNUAL PROGRAM APPRAISAL AND PRESENTED IT TO THE FAYETTEVILLE CITY COUNCIL (2024-1905)

B. UNFINISHED BUSINESS

B.1. WEST TRANSMISSION WATERLINE (ORDINANCE APPROVAL):

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 PLANNING, DESIGNING, 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. (2024-1728)

AT THE MARCH 19, 2024 CITY COUNCIL MEETING THIS ORDINANCE WAS TABLED TO THE APRIL 2, 2024 CITY COUNCIL MEETING.

AT THE APRIL 2, 2024 CITY COUNCIL MEETING THIS ORDINANCE WAS TABLED TO THE APRIL 16, 2024 CITY COUNCIL MEETING.

B.2. REZONING-2024-0005: (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0005 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 1510 W. MARKHAM ROAD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-

FAMILY, FOUR UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2024-1826)

AT THE APRIL 2, 2024 CITY COUNCIL MEETING THIS ITEM WAS LEFT ON THE SECOND READING.

C. NEW BUSINESS

C.1. ALCOHOLIC BEVERAGE PERMIT (FEE CAP REMOVAL):

AN ORDINANCE TO AMEND §111.30 RETAIL IN CHAPTER 111 ALCOHOLIC BEVERAGES OF THE CITY CODE TO REMOVE THE PERMIT FEE CAP OF \$500.00 FOR CERTAIN RETAIL ALCOHOL PERMITS (2024-1879)

C.2. VACATION-2024-0003: (1722 N. STARR DR./ST. JOSEPH'S CATHOLIC CHURCH, 373):

AN ORDINANCE TO APPROVE VAC-24-03 FOR PROPERTY LOCATED AT 1722 NORTH STARR DRIVE IN WARD 3 TO VACATE A 0.18 ACRE PORTION OF GENERAL UTILITY EASEMENT (2024-1874)

C.3. REZONING-2024-0006: (5916 W. WEDINGTON DR./LEGACY VENTURES NWA, INC., 397):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0006 FOR APPROXIMATELY 1.28 ACRES LOCATED AT 5916 WEST WEDINGTON DRIVE IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES GENERAL (2024-1878)

C.4. PLANNED ZONING DISTRICT-2024-0001: (3568 W. MOUNT COMFORT ROAD/HOLT VILLAGE, 323):

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2024-001 FOR APPROXIMATELY 16.72 ACRES LOCATED AT 3568 WEST MOUNT COMFORT ROAD IN WARD 4 (2024-1875)

C.5. APPEAL: REZONING-2024-0002: (740 W. STONE ST./APEX PROPERTY VENTURES, LLC, 522):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN-2024-0002 FOR APPROXIMATELY 0.24 ACRES LOCATED AT 740 WEST STONE STREET IN WARD 2 FROM RI-U, RESIDENTIAL INTERMEDIATE-URBAN TO DG, DOWNTOWN GENERAL (2024-1880)

C.6. HOUSING COORDINATOR (FTE POSITION):

A RESOLUTION TO ESTABLISH A NEW FTE FOR A HOUSING COORDINATOR TO FOCUS EFFORTS TOWARDS THE HOUSING CRISIS

DECLARATION OF APRIL 2, 2024 (2024-18)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS**E. CITY COUNCIL TOUR****F. ANNOUNCEMENTS****G. ADJOURNMENT****NOTICE TO MEMBERS OF THE AUDIENCE**

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

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

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

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

Unfinished Business and New Business:

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

Public Comments: Public comment at a City Council meeting shall be allowed for all members

of the audience who have signed up prior to the beginning of the agenda item they wish to address being opened for public comment. Speakers shall be limited to a maximum of three (3) 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 three (3) minutes presentation period concerning the agenda item being considered by the City Council.

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

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.



MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council

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

FROM: Tiffany Hoover, Assistant Recreation Superintendent

SUBJECT: **Approval to accept a grant and approve a budget adjustment in the amount of \$1,500 from the Fayetteville Area Community Foundation through their Giving Tree Grant Program. Funds will be used for developing a tutoring component within the YRCC Afterschool program.**

RECOMMENDATION:

Approval to accept a grant and approve a budget adjustment in the amount of \$1,500 from the Arkansas Community Foundation through their Giving Tree Grant Program. Funds will be used for developing a tutoring component within the Yvonne Richardson Community Center (YRCC) Afterschool program.

BACKGROUND:

The YRCC Afterschool program continues to provide opportunities for students to learn and grow outside of the school day. YRCC is looking to partner with Club Z Tutoring to assess currently enrolled students and develop a custom tutoring program for the fall semester of the 2024-25 school year.

DISCUSSION:

Staff identified that external funding would be necessary to implement a tutoring program at YRCC and that the Giving Tree Grant was an ideal opportunity. A proposal was submitted in February and the award letter was received in March. Funds provided through the grant will be used towards the development and implementation of a tutoring program beginning in August of 2024. Planned program expenses funded by the grant include the cost of tutoring assessments and one on one tutoring services.

BUDGET/STAFF IMPACT:

The Giving Tree Grant is a non-match grant. Grant funding and existing staff will support the new tutoring program. No additional impacts to the budget are anticipated.

ATTACHMENTS: SRF (#3), BA (#4), Giving Tree Grant 2024 - Award Letter (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1881

Approval to accept a grant and approve a budget adjustment in the amount of \$1,500 from the Fayetteville Area Community Foundation through their Giving Tree Grant Program. Funds will be used for developing a tutoring component within the YRCC Afterschool program.

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A GRANT FROM THE FAYETTEVILLE AREA COMMUNITY FOUNDATION IN THE AMOUNT OF \$1,500.00 TO DEVELOP A TUTORING COMPONENT OF THE AFTERSCHOOL PROGRAM AT THE YVONNE RICHARDSON COMMUNITY CENTER, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of the Fayetteville Area Community Foundation's Giving Tree Grant award in the amount of \$1,500.00 to develop a tutoring component within the afterschool program at the Yvonne Richardson Community Center.

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

2024-1881

Item ID

4/16/2024

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

Tiffany Hoover

3/28/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Request to accept a grant and approve a budget adjustment in the amount of \$1,500 from the Fayetteville Area Community Foundation through their Giving Tree Grant Program. Funds will be used for developing a tutoring component within the YRCC Afterschool program.

Budget Impact:

1010.520.5280-5314.00

General

Account Number

Fund

32201.2024

YRCC Fayetteville Area Community Foundation
Grant, Giving Tree Grant 2024

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,500.00

Remaining Budget

\$ 1,500.00

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	

YRCC Afterschool Program - To receive/recognize grant funds of \$1,500 from Fayetteville Area Community Foundation (FACF) through their Giving Tree Grant program. The funds will be used for developing a tutoring component within the YRCC Afterschool Program.

	COUNCIL DATE:	4/16/2024
	ITEM ID#:	2024-1881
	Holly Black	
	3/29/2024 10:31 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

From: [Stacy Keenan](#)
To: [Hoover, Tiffany](#)
Subject: Giving Tree Grants
Date: Monday, March 18, 2024 2:01:01 PM
Attachments: [image001.png](#)

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.



March 18, 2024

Dear Ms. Hoover:

Thank you for the grant application that you submitted to the Fayetteville Area Affiliate of the Arkansas Community Foundation for funding through our Giving Tree Grants. We are happy to let you know that our board has selected your proposal for funding in the amount of \$1,500 to support afterschool tutoring efforts at the Yvonne Richardson Center.

We all enjoyed reading about the services provided by YRCC and we want to thank you for all your organization does for our community. The ability to provide support for your efforts sounds like a wonderful service we can help with, and we look forward to hearing about the results shown in this project.

Please note that your grant will arrive in 2 separate mailings that comes from our central office in Little Rock as one is in the form of a matching grant from our central office, and one is from our affiliate. You should receive these within the next week or two.

We wish you the utmost success in your future endeavors and will continue to keep your organization in mind when, and if, additional funding opportunities come available in the future.

Regards,

Stacy T. Keenan, Executive Director
Fayetteville Area Community Foundation



Stacy Keenan – Executive Director

Fayetteville Area Community Foundation

2907 E Joyce Blvd. Suite 13, Fayetteville, AR 72703

479-315-6423 (office)

www.arcf.org/fayettevillearea

Smart Giving to Improve Communities



Stacy Keenan – Executive Director

Fayetteville Area Community Foundation

2907 E Joyce Blvd. Suite 13, Fayetteville, AR 72703

479-315-6423 (office)

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Smart Giving to Improve Communities



MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kevin Springer, Budget Director
SUBJECT: **A resolution to amend resolution 62-24, reducing the amount of reappropriations to the 2024 budget by \$4,571,983 and to approve a budget adjustment.**

RECOMMENDATION:

To reduce the reappropriation amount added to the 2024 Budget pursuant to resolution 62-24 by \$4,571,983 due to payments made against the 2023 budget which occurred after the adoption of resolution 62-24. These amounts are reflected in the attached budget adjustment.

BACKGROUND:

Each year it is necessary for the City Council to reappropriate funds for the new budget because of items that were previously approved which were not yet completed or which were appropriated for future time periods. This was done in 2024 pursuant to resolution 62-24 adopted at the 2/6/2024 City Council meeting.

DISCUSSION:

After that meeting, payments were submitted and processed for work done or services provided before December 31, 2023. Therefore, these payments were appropriately booked as expenditures against the 2023 budget as required by Generally Accepted Accounting Principles.

Many of these expenditures were large in amount and if the appropriations approved for their payment in 2024 are not reduced, it would result in over appropriation of and possible deficits in 2024 individual funds. Therefore, this request (if approved) will adjust the affected budgets to reflect appropriations no longer needed.

BUDGET/STAFF IMPACT:

The financial impact of approving this resolution is a decrease in the reappropriations and thus the total 2024 expenditure budget by \$4,571,983 pursuant to the attached budget adjustment.

ATTACHMENTS: SRF (#3), BA (#4), 2024 Summary of Re-Appropriations (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1876

A resolution to amend resolution 62-24, reducing the amount of reappropriations to the 2024 budget by \$4,571,983 and to approve a budget adjustment.

A RESOLUTION TO AMEND RESOLUTION NO. 62-24 AND REDUCE THE AMOUNT OF RE-APPROPRIATIONS TO THE 2024 BUDGET BY THE AMOUNT OF \$4,571,983.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on February 6, 2024 the City Council approved Resolution No. 62-24, which re-appropriated funds from the 2023 budget to the 2024 budget for items that were not yet completed or were appropriated for future time periods; and

WHEREAS, after the approval of Resolution No. 62-24, payments were submitted and processed for work done or services provided before December 31, 2023, and those amounts should be booked as expenditures against the 2023 budget.

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 amends Resolution No. 62-24 and reduces the amount of re-appropriations to the 2024 budget by the amount of \$4,571,983.00.

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

City of Fayetteville Staff Review Form

2024-1876

Item ID

4/16/2024

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

Kevin Springer

3/27/2024

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to amend resolution 62-24, reducing the amount of reappropriations to the 2024 Budget by \$4,571,983 and to approve a budget adjustment.

Budget Impact:

VARIOUS

VARIOUS

Account Number

Fund

VARIOUS

VARIOUS

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 411,919,418.00

Expenses (Actual+Encum)

\$ 128,460,535.84

Available Budget

\$ 283,458,882.16

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ (4,571,983.00)

Remaining Budget

\$ 278,886,899.16

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 62-24

Change Order Number:

Approval Date: 2/6/2024

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A resolution to amend resolution 62-24, reducing the amount of reappropriations to the 2024 Budget by \$4,571,983 and to approve a budget adjustment.

	COUNCIL DATE:	4/16/2024
	ITEM ID#:	2024-1876
		<i>Holly Black</i>
		<i>3/27/2024 3:58 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
RESOLUTION/ORDINANCE	CHKD/POSTED:	/

TOTAL	(4,571,983)	(4,571,983)					v.2024322
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
1010.040.0400-5210.00	1	-	39012	901	EX	Minor Equipment	
1010.090.6600-5315.00	(1,000)	-	17010	1	EX	Contract Services	
1010.090.6600-5365.00	(782)	-	43020	1	EX	Wellness - Program	
1010.200.2920-4309.01		(13,232)	31607	2324.4309	RE	Federal Grants - Operational	
1010.200.2920-4309.01		(42,564)	32104	2021	RE	Federal Grants - Operational	
1010.200.2920-4309.01		(18,401)	32205	2022	RE	Federal Grants - Operational	
1010.200.2920-5120.00	(4,037)	-	31607	2324.4309	EX	Personnel Other - Contra	
1010.200.2920-5120.00	(1,683)	-	32210	2219	EX	Personnel Other - Contra	
1010.200.2920-5120.00	(6,363)	-	32210	2301	EX	Personnel Other - Contra	
1010.200.2920-5210.00	(661)	-	02047	7900.8802	EX	Minor Equipment	
1010.200.2920-5210.00	(500)	-	32209	2022	EX	Minor Equipment	
1010.200.2920-5210.00	(9,266)	-	33045	1	EX	Minor Equipment	
1010.200.2920-5210.00	26	-	37042	2022	EX	Minor Equipment	
1010.200.2920-5304.00	1,683	-	32210	2301	EX	Travel & Training	
1010.200.2920-5314.00	(500)	-	32205	2022	EX	Professional Services	
1010.200.2920-5329.00	98	-	33044	6	EX	Recognition - Employee	
1010.300.3020-5218.00	554	-	33047	1	EX	Supplies - Fire Fighting	
1010.520.5280-4305.00		10,847	32302	1	RE	Grants - Commercial	
1010.520.5280-5342.00	2	-	32302	1	EX	Promotionals - Activities	

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
1010.520.5280-5342.00	(1,018)	-	33051	1001	EX	Promotionals - Activities
1010.521.5260-5315.00	288	-	62301	1	EX	Contract Services
1010.671.2740-5200.03	(788)	-	33048	1	EX	Supplies - Veterinary
1010.671.2740-5315.00	(264)	-	33048	1	EX	Contract Services
2100.410.5500-5814.00	(229,575)	-	02053	5500	EX	Improvements - Sidewalks
2130.430.9133-5210.00	6,781	-	19001	1	EX	Minor Equipment
2130.430.9133-5212.00	30	-	18003	9130	EX	Signs
2130.430.9133-5819.00	21	-	06001	1	EX	Improvements - Parking Lot
2180.642.4945-5390.01	(1,926)	-	32003	1	EX	CDBG Projects - Community Outreach Proj
2246.800.9246-4309.01		(278,551)	20023	2021	RE	Federal Grants - Operational
2246.800.9710-5342.00	(218,900)	-	20023	2021	EX	Promotionals - Activities
2246.800.9714-5315.00	(95,622)	-	20023	2021	EX	Contract Services
2246.800.9715-5315.00	(342,624)	-	20023	2021	EX	Contract Services
2246.800.9716-5860.02	(545)	-	20023	2021	EX	Capital Prof Svcs - Engineering/Architectur
2246.800.9720-5720.00	(19,364)	-	20023	2021	EX	Transfer to - Library Board
2246.800.9721-5315.00	119,173	-	20023	2021	EX	Contract Services
2246.800.9722-5315.00	(19,301)	-	20023	2021	EX	Contract Services
2246.800.9727-5315.00	(6,580)	-	20023	2021	EX	Contract Services
2250.520.9255-4305.00		1,397,288	46050	7540	RE	Grants - Commercial
2250.520.9255-5806.00	219	-	02002	1	EX	Improvements - Park
2250.520.9255-5806.00	(222)	-	13001	1	EX	Improvements - Park
2250.520.9255-5806.00	(165,449)	-	13001	1803	EX	Improvements - Park
2250.520.9255-5806.00	(18,545)	-	21005	2201	EX	Improvements - Park
2250.520.9255-5806.00	(77,511)	-	46050	7560	EX	Improvements - Park
2250.520.9256-4419.00		(6,338)	02013	802	RE	Greenspace Fees - NW
2250.520.9256-4419.00		(92,000)	02013	1802	RE	Greenspace Fees - NW
2250.520.9256-4419.01		(215,671)	13001	1803	RE	Greenspace Fees - NE
2250.520.9256-4419.02		(185,037)	13001	1802	RE	Greenspace Fees - SW
2250.520.9256-4419.02		(40,000)	46050	7501	RE	Greenspace Fees - SW
2250.520.9256-4419.02		(225,999)	46050	7560	RE	Greenspace Fees - SW
2250.520.9256-4419.02		(79,402)	46050	7502.1000	RE	Greenspace Fees - SW
2300.200.9300-5804.00	41	-	07001	7820	EX	Building Costs
2930.200.2960-4309.01		(14,394)	38070	2302	RE	Federal Grants - Operational
4270.900.9270-5801.00	175	-	04038	1	EX	Fixed Assets
4470.060.8900-5210.00	(700)	-	02061	1	EX	Minor Equipment
4470.090.8900-5314.00	(8,546)	-	22005	1	EX	Professional Services
4470.090.8900-5400.00	378	-	15008	1	EX	Building & Grounds - Maintenance
4470.090.8900-5401.00	76	-	14003	1	EX	Equipment Maint - Office Machine
4470.090.8900-5801.00	147	-	14003	1	EX	Fixed Assets
4470.140.8900-5400.00	(3,693)	-	02046	1	EX	Building & Grounds - Maintenance
4470.140.8900-5400.00	(1,719)	-	02046	0202	EX	Building & Grounds - Maintenance
4470.140.8900-5400.00	(58,000)	-	14002	1	EX	Building & Grounds - Maintenance
4470.140.8900-5804.00	(73,098)	-	21004	7800	EX	Building Costs
4470.140.8900-5804.00	(11,048)	-	23003	2	EX	Building Costs
4470.170.8170-5210.00	111	-	02056	1	EX	Minor Equipment
4470.170.8170-5210.00	142	-	02057	1	EX	Minor Equipment

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
4470.200.8200-5210.00	(155)	-	02047	7900.8802	EX	Minor Equipment
4470.200.8200-5210.00	(140)	-	02062	1	EX	Minor Equipment
4470.200.8200-5210.00	26	-	13011	1	EX	Minor Equipment
4470.200.8200-5210.00	(943)	-	15013	1	EX	Minor Equipment
4470.200.8200-5210.00	(4,873)	-	20004	1	EX	Minor Equipment
4470.300.8300-5210.00	2	-	10017	1	EX	Minor Equipment
4470.410.8410-5399.03	(47,689)	-	02052	1	EX	Cost Allocation - Motorpool Reimbursemer
4470.410.8410-5399.03	(1,466)	-	02053	1	EX	Cost Allocation - Motorpool Reimbursemer
4470.410.8410-5404.00	856	-	02063	1	EX	Maintenance - Traffic Control
4470.410.8410-5417.00	(2,722)	-	02052	1	EX	Maintenance - Street
4470.410.8410-5417.00	(148,042)	-	02052	7800	EX	Maintenance - Street
4470.410.8410-5814.00	4,719	-	02053	1	EX	Improvements - Sidewalks
4470.520.8520-5220.00	(4,233)	-	08001	1	EX	Landscape Materials
4470.520.8520-5399.03	(674)	-	15012	1	EX	Cost Allocation - Motorpool Reimbursemer
4470.521.8520-5308.03	(23)	-	02001	1	EX	Rental - Equipment
4470.621.8810-5314.00	(8,631)	-	02108	2002	EX	Professional Services
4470.671.8900-5400.00	58,000	-	14002	1	EX	Building & Grounds - Maintenance
4470.800.8830-5399.03	(18,547)	-	02016	1	EX	Cost Allocation - Motorpool Reimbursemer
4470.800.8830-5814.05	(7,947)	-	02016	7302	EX	Improvements - Trails
4470.800.8835-4309.00		(2,756,445)	06035	7213	RE	Federal Grants - Capital
4470.800.8835-4420.00		(334,055)	06035	2101	RE	Payments by Property Owners - base
4470.800.8835-5301.00	1	-	06035	3800	EX	Public Notification
4470.800.8835-5314.00	(1,162)		06035	3400	EX	Professional Services
4470.800.8835-5809.00	(64,407)		06035	1	EX	Improvements - Street
4470.800.8835-5809.00	(80,212)		06035	3400	EX	Improvements - Street
4470.800.8835-5809.00	(23,770)		06035	7213	EX	Improvements - Street
4470.800.8835-5810.00	(354,597)		06035	3400	EX	Easements
4470.800.8835-5860.02	(5,022)		06035	7213	EX	Capital Prof Svcs - Engineering/Architecture
4470.800.8835-5911.99	(85,182)		06035	7213	EX	Contingency - Capital Project
4601.860.7218-4305.00		21,622	46020	7218.1000	RE	Grants - Commercial
4602.860.7212-5809.00	96,466		46020	7212	EX	Improvements - Street
4602.860.7212-5860.02	(721)		46020	7212	EX	Capital Prof Svcs - Engineering/Architecture
4602.860.7212-5860.04	(14,253)		46020	7212	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7213-5860.04	(2,467)		46020	7213	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7214-5860.04	(482)		46020	7214.1000	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7214-5860.04	(338)		46020	7214.1010	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7214-5860.04	(5,649)		46020	7214.1020	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7218-5809.00	(609,889)		46020	7218.1020	EX	Improvements - Street
4602.860.7219-5809.00	(166,112)		46020	7219	EX	Improvements - Street
4602.860.7219-5860.04	(1,839)		46020	7219	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7220-5860.04	(12,101)		46020	7220	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7223-5860.04	(881)		46020	7223	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7227-5860.04	(1,763)		46020	7227	EX	Capital Prof Svcs - Contra (Engineering)
4602.860.7999-5899.00	(605)		46020	7999	EX	Unallocated - Budget
4604.860.7000-5860.03	(264)		46040	7000	EX	Capital Prof Svcs - Internal Support
4604.860.7410-5817.00	(142,413)		46040	7410.1000	EX	Improvements - Bridge & Drainage

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
4604.860.7410-5860.04	(2,451)		46040	7410.1000	EX	Capital Prof Svcs - Contra (Engineering)
4605.860.7501-5860.04	(1,478)		46050	7501	EX	Capital Prof Svcs - Contra (Engineering)
4606.860.7000-5860.03	(264)		46060	7000	EX	Capital Prof Svcs - Internal Support
4606.860.7600-5860.02	(9,106)		46060	7600	EX	Capital Prof Svcs - Engineering/Architecture
4608.860.7800-5860.02	(160)		46080	7800	EX	Capital Prof Svcs - Engineering/Architecture
4608.860.7820-5860.02	(2,821)		46080	7820	EX	Capital Prof Svcs - Engineering/Architecture
4608.860.7999-5899.00	(2,892)		46080	7999	EX	Unallocated - Budget
4609.860.7000-5860.03	(339)		46090	7000	EX	Capital Prof Svcs - Internal Support
4702.860.7000-5860.03	(604)		46020	7000	EX	Capital Prof Svcs - Internal Support
4702.860.7000-5860.04	(11,020)		46020	7000	EX	Capital Prof Svcs - Contra (Engineering)
4702.860.7218-5860.02	(3,500)		46020	7218.1000	EX	Capital Prof Svcs - Engineering/Architecture
4702.860.7218-5860.04	(15,390)		46020	7218.1000	EX	Capital Prof Svcs - Contra (Engineering)
4702.860.7221-5860.04	(911)		46020	7221.1010	EX	Capital Prof Svcs - Contra (Engineering)
4702.860.7221-5860.04	(4,943)		46020	7221.1020	EX	Capital Prof Svcs - Contra (Engineering)
4702.860.7222-5809.00	(403,669)		46020	7222	EX	Improvements - Street
4702.860.7252-5417.00	1,031		46020	7252	EX	Maintenance - Street
4702.860.7252-5860.04	(602)		46020	7252	EX	Capital Prof Svcs - Contra (Engineering)
4703.860.7000-5860.03	(423)		46030	7000	EX	Capital Prof Svcs - Internal Support
4703.860.7302-5814.05	477		46030	7302	EX	Improvements - Trails
4703.860.7302-5860.04	(20,032)		46030	7302	EX	Capital Prof Svcs - Contra (Engineering)
4703.860.7999-5899.00	(182)		46030	7999	EX	Unallocated - Budget
4704.860.7000-5860.03	(264)		46040	7000	EX	Capital Prof Svcs - Internal Support
4704.860.7415-5860.04	(2,648)		46040	7415.1000	EX	Capital Prof Svcs - Contra (Engineering)
4704.860.7420-5860.04	(2,963)		46040	7420.1000	EX	Capital Prof Svcs - Contra (Engineering)
4705.860.7000-5860.03	(1,594)		46050	7000	EX	Capital Prof Svcs - Internal Support
4705.860.7505-5806.00	(161,021)		46050	7505.1000	EX	Improvements - Park
4705.860.7540-5860.02	(60,252)		46050	7540	EX	Capital Prof Svcs - Engineering/Architecture
4705.860.7560-5806.00	(181)		46050	7560	EX	Improvements - Park
4705.860.7590-5860.02	(19,619)		46050	7590	EX	Capital Prof Svcs - Engineering/Architecture
4707.860.7000-5301.00	(455)		46070	7000	EX	Public Notification
4707.860.7000-5860.03	(7)		46070	7000	EX	Capital Prof Svcs - Internal Support
4707.860.7999-5899.00	(477)		46070	7999	EX	Unallocated - Budget
4708.860.7000-5860.03	(2,679)		46080	7000	EX	Capital Prof Svcs - Internal Support
4708.860.7800-5809.00	(54,494)		46080	7800	EX	Improvements - Street
4708.860.7800-5860.02	(88,456)		46080	7800	EX	Capital Prof Svcs - Engineering/Architecture
4710.860.7000-5860.03	(999)		46100	7000	EX	Capital Prof Svcs - Internal Support
4710.860.7110-5804.00	(292,339)		46100	7110.8040	EX	Building Costs
4710.860.7110-5860.02	(2,940)		46100	7110.8315	EX	Capital Prof Svcs - Engineering/Architecture
4710.860.7110-5860.02	(2,726)		46100	7110.8630	EX	Capital Prof Svcs - Engineering/Architecture
5400.720.1840-5210.00	2		02057	5400	EX	Minor Equipment
5400.720.1840-5210.00	339		13016	1	EX	Minor Equipment
5400.720.1840-5314.00	(9,164)		02064	1	EX	Professional Services
5400.720.1840-5811.00	4,737		02065	1	EX	Water Meters
5400.720.4310-5403.00	11,000				EX	Maintenance - Vehicle & Machine
5400.720.5600-5301.00	(443)		11011	2301	EX	Public Notification
5400.720.5600-5314.00	(40,531)		11011	2102	EX	Professional Services

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
5400.720.5600-5314.00	(1,097)		12009	1	EX	Professional Services
5400.720.5600-5314.00	(10,603)		12009	1801	EX	Professional Services
5400.720.5700-5314.00	(28,833)		02017	1	EX	Professional Services
5400.720.5700-5314.00	(40,531)		11011	2102	EX	Professional Services
5400.720.5700-5815.00	953		02017	1	EX	Improvements - Sewer
5400.720.5700-5815.00	(26,670)		04039	1	EX	Improvements - Sewer
5400.730.5100-5911.04	(132,441)				EX	Contingency - Operating - Svcs/Chgs
5400.730.5800-5314.00	(31,129)		02032	1	EX	Professional Services
5400.730.5800-5400.00	(29,631)		02032	1	EX	Building & Grounds - Maintenance
5400.730.5800-5414.00	(34,271)		02068	1	EX	Maintenance - Plant Equipment
5400.860.5600-5808.00	(9,450)		11011	2019.7212	EX	Improvements - Water Line
5400.860.5700-5815.00	(448)		11011	2019.7212	EX	Improvements - Sewer
5500.750.5080-5816.00	(85,701)		10001	1	EX	Improvements - Solid Waste
5500.750.5080-5870.00	85,701		10001	1	EX	Container Costs
5550.760.3960-4302.00		(24,361)	21009	1	RE	State Grants - Capital
5550.760.3960-4309.00		(27,261)	32202		RE	Federal Grants - Capital
5550.760.3960-4309.00		(26,857)	32304	2023	RE	Federal Grants - Capital
5550.760.3960-4309.00		(9,000)	32305	2023	RE	Federal Grants - Capital
5550.760.3960-5801.00	(10,582)		31712	2019	EX	Fixed Assets
5550.760.3960-5801.00	955		32202		EX	Fixed Assets
5550.760.3960-5801.00	(728)		32206	2022	EX	Fixed Assets
5550.760.3960-5860.02	(1,865)		21009	1	EX	Capital Prof Svcs - Engineering/Architecture
5550.760.3960-5860.02	(1,930)		32206	2022	EX	Capital Prof Svcs - Engineering/Architecture
5550.760.3960-5860.02	(1,900)		32304	2023	EX	Capital Prof Svcs - Engineering/Architecture
5550.760.3960-5860.02	(12,380)		32305	2023	EX	Capital Prof Svcs - Engineering/Architecture
9700.770.1920-5802.00	(7)		02076	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(44)		02078	2020	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(5,026)		02078	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(935)		02079	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(13)		02080	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	562		02080	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(11,856)		02081	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(353)		02081	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(14,267)		02081	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(73)		02082	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(258)		02083	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(49,651)		02083	2023	EX	Vehicles & Equipment - base
9700.770.1920-6602.01		4,000	02078	2023	RE	Transfer from Fund - General
9700.770.1920-6602.47		(60,000)	02081	2023	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.47		17,280	02081	2024	RE	Transfer from Fund - Capital Improvemen
1010.001.0001-4999.97		39,140			RE	Use Fund Balance - Prior
2100.410.4100-4999.97		(229,575)			RE	Use Fund Balance - Prior
2130.430.9130-4999.97		6,832			RE	Use Fund Balance - Prior
2180.642.4930-4999.97		(1,926)			RE	Use Fund Balance - Prior
2246.800.9246-4999.97		(305,212)			RE	Use Fund Balance - Prior
2250.520.9250-4999.97		(814,349)			RE	Use Fund Balance - Prior

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
2300.200.9300-4999.97		41			RE	Use Fund Balance - Prior
2930.200.2960-4999.97		14,394			RE	Use Fund Balance - Prior
4270.001.9270-4999.97		175			RE	Use Fund Balance - Prior
4470.001.9470-4999.97		2,137,717			RE	Use Fund Balance - Prior
4601.860.7218-4999.97		(21,622)			RE	Use Fund Balance - Prior
4602.860.7000-4999.97		(720,634)			RE	Use Fund Balance - Prior
4604.860.7000-4999.97		(145,128)			RE	Use Fund Balance - Prior
4605.860.7000-4999.97		(1,478)			RE	Use Fund Balance - Prior
4606.860.7000-4999.97		(9,370)			RE	Use Fund Balance - Prior
4608.860.7000-4999.97		(5,873)			RE	Use Fund Balance - Prior
4609.860.7000-4999.97		(339)			RE	Use Fund Balance - Prior
4702.860.7000-4999.97		(439,608)			RE	Use Fund Balance - Prior
4703.860.7000-4999.97		(20,160)			RE	Use Fund Balance - Prior
4704.860.7000-4999.97		(5,875)			RE	Use Fund Balance - Prior
4705.860.7000-4999.97		(242,667)			RE	Use Fund Balance - Prior
4707.860.7000-4999.97		(939)			RE	Use Fund Balance - Prior
4708.860.7000-4999.97		(145,629)			RE	Use Fund Balance - Prior
4710.860.7000-4999.97		(299,004)			RE	Use Fund Balance - Prior
5400.720.4000-4999.97		(378,211)			RE	Use Fund Balance - Prior
5550.760.3940-4999.97		59,049			RE	Use Fund Balance - Prior
9700.770.1910-4999.97		(43,201)			RE	Use Fund Balance - Prior

2024 SUMMARY OF REAPPROPRIATIONS

Fund	A - Original	B - Amendment	Grand Total
1010 - General	4,592,075	(24,210)	4,567,865
2100 - Street	2,840,103	(229,575)	2,610,528
2130 - Parking	473,106	6,832	479,938
2180 - Community Development	2,886,173	(1,926)	2,884,247
2230 - Special Grants	106,364	-	106,364
2246 - American Rescue Plan Act (ARPA)	3,533,968	(583,763)	2,950,205
2250 - Parks Development	5,135,201	(261,508)	4,873,693
2300 - Impact Fee	7,460,811	41	7,460,852
2930 - Drug Law Enforcement Grant	280,072	-	280,072
4270 - Disaster & Replacement	483,448	175	483,623
4470 - Sales Tax Capital Improvement	16,079,023	(952,783)	15,126,240
4601 - Bond Program Grant Matching	3,506,524	-	3,506,524
4602 - Street Projects 2019 Bonds	3,205,041	(720,634)	2,484,407
4603 - Trails Projects 2019 Bonds	9,614	-	9,614
4604 - Drainage Projects 2019 Bonds	750,703	(145,128)	605,575
4605 - Parks Projects 2019 Bonds	163,372	(1,478)	161,894
4606 - Economic Development 2019 Bonds	2,650,266	(9,370)	2,640,896
4607 - City Facilities 2019 Bonds	32,975	-	32,975
4608 - Arts Corridor 2019 Bonds	126,609	(5,873)	120,736
4609 - Police Projects 2019 Bonds	48,461	(339)	48,122
4610 - Fire Projects 2019 Bonds	817,419	-	817,419
4702 - Street Projects 2022 Bonds	28,464,704	(439,608)	28,025,096
4703 - Trails Projects 2022 Bonds	3,279,403	(20,160)	3,259,243
4704 - Drainage Projects 2022 Bonds	6,612,498	(5,875)	6,606,623
4705 - Parks Projects 2022 Bonds	8,908,865	(242,667)	8,666,198
4707 - City Facilities 2022 Bonds	2,708,143	(939)	2,707,204
4708 - Arts Corridor 2022 Bonds	8,899,581	(145,629)	8,753,952
4710 - Fire Projects 2022 Bonds	5,161,660	(299,004)	4,862,656
5400 - Water and Sewer	23,809,010	(378,211)	23,430,799
5500 - Recycling and Trash Collection	2,485,238	-	2,485,238
5550 - Airport	1,683,849	(28,430)	1,655,419
9700 - Shop	8,470,721	(81,921)	8,388,800
Grand Total	155,665,000	(4,571,983)	151,093,017



MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council

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

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **Approval of Contract Amendment #2 in the amount of \$20,475.00 with McClelland Consulting Engineers for the North Street Corridor Project and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends approval of Contract Amendment #2 in the amount of \$20,475.00 with McClelland Consulting Engineers for the North Street Corridor Project and approval of a budget adjustment.

BACKGROUND:

This 2019 Transportation Bond Project extends along North Street from Garland Avenue to Mission Boulevard. This corridor is an important east-west route for commuter traffic, that runs through existing neighborhoods. The project includes a mix of congestion relief, capacity improvements, pedestrian and bicycle facilities that will address issues for all users. The City Council approved a design contract with McClelland Consulting Engineers in March of 2021.

Phase 1 of the corridor includes improvements to the intersection with North Street and N. College Avenue. The improvements include the addition of a dedicated left turn lane on the east leg of the intersection, crosswalks, pavement overlay, striping and signal updates. On March 5, 2024, the City council approved a construction contract with Benchmark Construction Company of NWA, INC. for the construction of this phase.

DISCUSSION:

The approved contract with MCE does not include bidding services, construction phase services and materials testing. Staff has worked with MCE to develop a scope that will include support for the contractor and city staff as needed throughout the construction of this project. MCE has provided a fee in the amount of \$20,475.00 for this additional work. The contract will be paid based on hourly rates for work completed, up to the total contract amount.

BUDGET/STAFF IMPACT:

This work will be paid for with funds from the 2019 Transportation Bond Fund. With this contract amendment, the new design contract will be \$300,875.00.

ATTACHMENTS: SRF (#3), BA (#4), North St. Phase I - Construction Related Services Agreement (#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 #: 2024-1877

Approval of Contract Amendment #2 in the amount of \$20,475.00 with McClelland Consulting Engineers for the North Street Corridor Project and approval of a budget adjustment.

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$20,475.00 TO PROVIDE ADDITIONAL SERVICES ASSOCIATED WITH THE NORTH STREET CORRIDOR PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENTS BOND PROJECT

WHEREAS, on March 16, 2021, the City Council approved Resolution # 88-21 and authorized Mayor Jordan to sign a professional engineering services agreement with McClelland Consulting Engineers, Inc. for the design of the North Street Corridor Project; and

WHEREAS, Amendment No. 2 to the agreement provides for additional services associated with improvements to the intersection of North Street and North College Avenue.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$20,475.00 to provide additional services associated with the North Street Corridor Project.

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

City of Fayetteville Staff Review Form

2024-1877

Item ID

4/16/2024

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

Matt Casey

3/27/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Contract Amendment #2 in the amount of \$20,475.00 with McClelland Consulting Engineers for the North Street Corridor Project and approval of a budget adjustment.

Budget Impact:

4702.860.7223-5860.02

Street Projects 2022 Bonds

Account Number

Fund

46020.7223

North St - Garland to Mission

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 987,480.00

Expenses (Actual+Encum)

\$ 804,899.19

Available Budget

\$ 182,580.81

Does item have a direct cost? Yes

Item Cost

\$ 20,475.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 20,475.00

Remaining Budget

\$ 182,580.81

Purchase Order Number: 2021-00000325

Previous Ordinance or Resolution # 88-21

V20221130

Change Order Number: 2

Approval Date:

Original Contract Number: 2021-00000016

Comments:

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

Staff recommends approval of Contract Amendment #2 in the amount of \$20,475.00 with McClelland Consulting Engineers for the North Street Corridor Project and approval of a budget adjustment.

	COUNCIL DATE:	4/16/2024
	ITEM ID#:	2024-1877
	Holly Black	
	3/27/2024 8:31 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCCLELLAND CONSULTING ENGINEERS, INC.

THIS AGREEMENT is made as of _____, 2024 by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and MCCLELLAND CONSULTING ENGINEERS (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly NTE basis described in **Appendix C.**
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the

value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

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

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

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

- 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

- 6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

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

6.13 Notices

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

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

MCCLELLAND CONSULTING ENGINEER's address:
1508 East Stearns Street
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

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

7.4 Covenant Against Contingent Fees

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

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

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

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

MCCLELLAND CONSULTING ENGINEERS,
INC.

By : _____
Mayor, Lioneld Jordan

By: Kevin Beaumont Kevin Beaumont Date: 2024.03.21
11:05:27-05'00'

ATTEST:

By: _____
City Clerk

Title: Vice President 03.21.2024

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

North Street; Construction Related Services

Ph. I – College Ave. Intersection

APPENDIX 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

**NORTH STREET IMPROVEMENTS PHASE I;
COLLEGE AVE. INTERSECTION**

1. Scope of Project

1. Make the following additions to the North Street Improvements Project.
 - a. Assist City with bidding process, answer bidder questions, attend pre-bid meeting and bid opening.
 - b. Provide Construction Administration Support for the duration of the project based on the 180-calendar day contract proposed. Scope of professional services to comprise design assistance with field changes or other construction related issues, estimated to not exceed 52 hours.
 - c. Provide Materials Testing Services for project. Refer to attached CMT Proposal.

APPENDIX "C"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

NORTH STREET IMPROVEMENTS PHASE I; COLLEGE AVE. INTERSECTION

- CITY OF FAYETTEVILLE shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY OF FAYETTEVILLE based on ENGINEER's Hourly Rates shall approximate the following schedule. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Bidding Process	\$ 1,950.00
Construction Administration Support	\$ 8,060.00
Materials Testing Services (Refer to attached CMT Proposal)	\$ 10,365.00
SUB-TOTAL Basic Services	<u>\$ 20,375.00</u>

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY OF FAYETTEVILLE prior to rendering of same. CITY OF FAYETTEVILLE shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

- CITY OF FAYETTEVILLE shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY OF FAYETTEVILLE prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses	\$ 100.00
---------------------------------	-----------

- **The maximum payment to the ENGINEER for all of the Basic Services and Reimbursable Expenses identified within this Agreement shall not exceed \$20,475.00.**
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY OF FAYETTEVILLE prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

February 7, 2024



113 West Mountain Street
Fayetteville, Arkansas 72701

ATTN: Mr. Wade Abernathy
Director of Bond Projects and Facilities

RE: Proposal for Materials Testing and Special Inspections
North Street Improvements
Fayetteville, Arkansas

Dear Mr. Abernathy,

We are pleased to present a Proposal for the Construction Materials Testing relevant to the North Street Improvements project, located in Fayetteville, Arkansas. The anticipations contained herein are based on the *North St. Improvements – Phase I – Bid Plans*, produced by MCE and dated December 2023.

1.0 ESTIMATED BUDGET

Based on the assumptions detailed in the foregoing proposal and the anticipated scope of testing provided, we can provide Construction Materials Testing and Special Inspection services on this project for a Not-To-Exceed Without Approval amount as detailed below:

• Proof Roll / Subgrade Observations	\$1,750.00
• Soil Density Testing	\$2,925.00
• Rebar Observation	\$1,000.00
• Cast-in-Place Concrete Testing	\$3,660.00
• Concrete Cylinder Pick-Up	\$420.00
• Asphalt Coring & Testing	\$610.00
Total Not-to-Exceed Without Approval Fee:	\$10,365.00

The information on the following pages provides further detail regarding the anticipated testing scope for the project which includes several trips for each service, time spent on-site for each service, and other anticipations that were integral in arriving at the Not-To-Exceed fee amount. The services described herein will be invoiced based on actual services provided (including time spent on-site, number of tests, etc.) using our current fee sheet, which may be provided upon request.

2.0 PROJECT DESCRIPTION

The project site is located within the existing North Street and College Avenue intersection dimensions in Fayetteville, Arkansas. The project scope is planned to include the demolition of existing asphalt pavement materials within the roadway followed by widening and paving operations of the intersection and along approximately 400 linear feet of North Street. Additional improvements are expected to include concrete curb-and-gutter, sidewalk, access drives, and a retaining wall in the northeast quadrant of the North Street and College Avenue intersection.

3.0 CMT SCOPE OF WORK

It is expected that the services included within the Construction Materials Testing and Special Inspections scope may include, but are not limited to: proof-roll/subgrade recommendations and observations, soil density testing, rebar observations, cast-in-place concrete testing, and asphalt coring and testing.

- To better your understanding of our associated fees, we presented an estimated per-trip amount for the services we anticipate providing on this project. The provided per-trip price assumes the following factors:
- A Geotechnical Engineer/Engineering Technician spending one (1) hour on-site for proof-roll/subgrade observations and recommendations pertaining to the sawcut pavement dimensions.
 - Travel time and report writing are factored into the unit trip amount
 - A certified technician spending one (1) hour on-site for each soil density testing trip.
 - Up to four (4) density tests being conducted during each trip
 - Travel time and report writing are factored into the unit trip amount
 - A Geotechnical Engineer/Engineering Technician spending one (1) hour on-site for observation and inspection of concrete reinforcing elements.
 - Travel time and report writing are factored into the unit trip amount
 - A certified technician spending approximately (1) hour on-site for each cast-in-place concrete testing trip.
 - MCE assumes that one (1) set of five (5) 4" x 8" cylinders being sampled for every 50 cubic yards of concrete will satisfy the testing frequency for the project.
 - Travel time and reporting fees are included in the per-trip amount
 - A certified technician spending up to two (2) hours on-site coring up to three (3) asphalt samples for laboratory testing.
 - Travel time, mileage, and reporting fees are included in the per-trip amount for this service

MCE does not anticipate providing testing or inspection services for project elements unrelated to the services detailed on the following pages. If additional testing or inspection services are solicited for the project, these services will incur additional fees.

Based on the referenced project scope, it is anticipated that the duration of the project will be approximately three (3) months. If this estimated duration is incorrect or if the assumptions detailed within this document are inaccurate, please allow for appropriate revisions. From the assumptions and project details referenced above, the following per-trip estimates and subtotals for each service anticipated to be required have been provided. The per-trip estimates within this proposal have been prepared in order to arrive at an appropriate testing budget for this project. As previously mentioned, these services will be invoiced based on the actual services provided.

The following is a breakdown of each service, per-trip estimate, and subtotal that is anticipated up to the completion of the project. The number of trips is based on the project specifications, as well as our experience with projects of similar scope and size. The number of trips may vary based on actual project sequencing.

Proof-Roll / Subgrade Observation	\$250.00 per trip estimate
• Pavement Improvements (College/North)	4 trips
• Sidewalk Improvements	2 trips
• Retaining Wall Foundation Dimensions	1 trip
Subtotal: \$1,750.00	

Soil Density Testing \$225.00 per trip estimate

- Pavement Improvements (Select Fill) 6 trips
- Pavement Improvements (Base Course) 3 trips
- Sidewalk Improvements (Select Fill) 2 trips
- Retaining Wall Backfill 2 trips

Subtotal: \$2,925.00

Rebar Observations \$250.00 per trip estimate

- Retaining Wall Foundation 2 trips
- Retaining Wall 2 trips

Subtotal: \$1,000.00

Cast-in-Place Concrete Testing \$305.00 per trip estimate

- Retaining Wall Foundation 2 trips
- Retaining Wall 2 trips
- Concrete Sidewalk 4 trips
- Concrete Curb-and-Gutter 4 trips

Subtotal: \$3,660.00

Concrete Cylinder Pick-Up \$70.00 per trip estimate

- A charge for concrete cylinder pick-up will only be applied in the event that it is the sole reason for the site visit on days when no other testing is scheduled. We have assumed that this will be required for approximately one-half (1/2) of the anticipated concrete trips.

Subtotal: \$420.00

Asphalt Coring & Testing \$610.00 per trip estimate

- North Street Asphalt Pavement Improvements 1 trip

Subtotal: \$610.00

The estimated number of trips for each testing service is based on the project specifications, as well as our experience with projects in the area with similar scope and size. The estimated fees are directly related to the number of trips made for each service and time spent on-site. If the project scope varies following the submittal of this document and prior to construction, please allow for the review and revision of this document.

4.0 CLOSING COMMENTS

We appreciate the opportunity to submit this Proposal for the Construction Materials Testing and Special Inspections services for the North Street Improvements project located in Fayetteville, Arkansas. If this Proposal is acceptable, please sign the Work Authorization Agreement at the end of this document and return a copy to our office. If there are any questions regarding this Proposal, please do not hesitate to contact us.

Sincerely,



Michael T. Scott, EI
Project Designer | CMT Supervisor



Steven J. Head, P.E.
Principal | Geotechnical Department Head

5.0 WORK AUTHORIZATION AGREEMENT

McClelland Consulting Engineers, Inc., is authorized to proceed in accordance with this Letter of Proposal consisting of four (4) pages, denoted as CMT-021.

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------



8/7/2023

McCLELLAND CONSULTING ENGINEERS, INC.

***STANDARD HOURLY RATES**

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

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



MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council

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

FROM: Ted Jack, Park Planning Superintendent

SUBJECT: **Lighting System for Pickleball and Basketball Courts at Wilson Park**

RECOMMENDATION:

Recommend purchasing lights, poles, and controllers for the new pickleball courts and existing basketball court at Wilson Park through a Sourcewell Cooperative Purchase Agreement (# 041123-MSL) contract for \$86,607.00 plus tax for a total of \$95,051.18.

BACKGROUND:

SSI of Northwest Arkansas recently was awarded the contract to construct the new pickleball courts at Wilson Park (Bid 23-46) and lighting the existing basketball court. As part of that contract, the contractor will install new lights which are to be provided by the city. Musco is one of the preferred lighting providers that specializes in athletic lighting, and they are a vendor in the Sourcewell system.

DISCUSSION:

Pickleball is extremely popular, and the addition of lights will greatly extend the use time of the new Pickleball courts and the existing basketball court.

BUDGET/STAFF IMPACT:

Funds for this project come from GL Account 2250.520.9255-5806.00, Project 13001.5000.2301.

ATTACHMENTS: SRF (#3), Musco Sourcewell Submittal (#4), Musco Purchase Agreement - Musco Signed (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1824

Lighting System for Pickleball and Basketball Courts at Wilson Park

A RESOLUTION TO APPROVE THE PURCHASE OF LIGHTS, POLES, AND CONTROLLERS FROM MUSCO SPORTS LIGHTING, LLC. IN THE TOTAL AMOUNT OF \$95,051.18, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, SSI of Northwest Arkansas was recently awarded the contract to construct the new pickleball courts at Wilson Park and lighting the existing basketball court; and

WHEREAS, Musco Sports Lighting, LLC is one of the preferred lighting providers that specializes in athletic lighting and is a vendor in the Sourcewell system.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of lights, poles, and controllers from Musco Sports Lighting, LLC in the total amount of \$95,051.18, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1824

Item ID

4/2/2024

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

Ted Jack

3/13/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Recommend purchasing lights, poles, and controllers for the new pickleball courts and existing basketball court at Wilson Park through a Sourcwell Cooperative Purchase Agreement (# 041123-MSL) contract for \$86,607.00 plus tax for a total of \$95,051.18.

Budget Impact:

2250.520.9255-5806.00

Park Development

Account Number

Fund

13001.5000.2301

Wilson Park Pickleball Courts

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 531,325.00

Expenses (Actual+Encum)

\$ 400,734.17

Available Budget

\$ 130,590.83

Does item have a direct cost? Yes

Item Cost

\$ 95,051.18

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 35,539.65

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 80-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Resolution 80-24 authorized a contract with SSI of NW Arkansas to construct pickleball courts and install lighting to be provided by the city. This is to cover purchase of the lights.

MUSCO LIGHTING PROPOSAL

PREPARED FOR:

Wilson Park Pickleball

Lighting Project
Fayetteville, AR
March 7, 2024

Project #227370

Submitted by:

Musco Sports Lighting, LLC

Attn: Jeff Annen
2107 Stewart Road
Muscatine, Iowa 52761

Toll Free: 800-756-1205
Fax: 800-374-6402





TABLE OF CONTENTS



- A. BILL OF MATERIALS**
- B. LIGHTING DESIGN**
- C. CONTROLS AND MONITORING**
- D. STRUCTURAL INFORMATION**
- E. WARRANTY**
- F. PRODUCT INFORMATION**



A. BILL OF MATERIALS

Project Submittal: Bill of Materials

18	Light-Structure System™ Total Light Control™ TLC-LED-550 luminaires
2	30 ft galvanized steel poles
4	40 ft galvanized steel poles
6	Pre-cast concrete foundations (9,500 PSI) with integrated grounding
✓	Factory wired and assembled pole top luminaire assemblies
✓	Factory wired electrical component enclosures
✓	Factory built wire harnesses with plug-in connections
Controls	
2	24" x 48" Control and monitoring cabinet
✓	High/medium/low dimming
6	30-amp contactors
2	On-Off-Auto (OOA) switches
2	Player-activated pushbuttons with strobe (LED)
Warranty	
✓	Musco's Constant 25™ product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels.

B. LIGHTING DESIGN

Wilson Park Pickleball

Fayetteville, AR, USA

Lighting System

Pole/Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
BB1-BB2	30'	30'	3	TLC-LED-550	1.62 kW	C
P1-P2 P4-P5	40'	40'	3	TLC-LED-550	1.62 kW	A
6			18		9.72 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Pickleball	6.48 kW	12
C	Basketball	3.24 kW	6

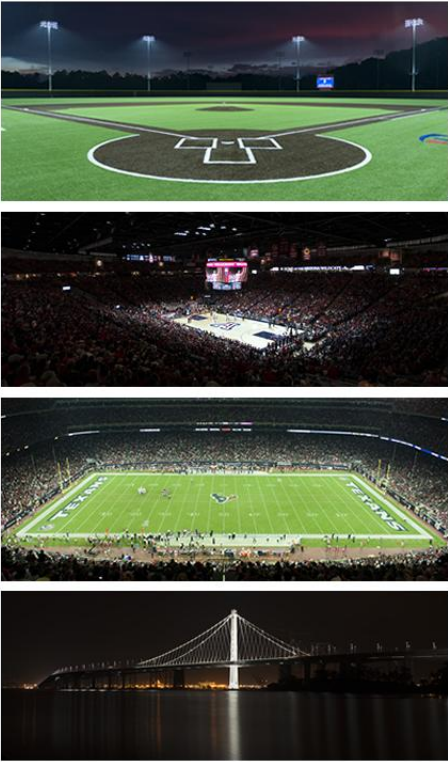
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	18

Single Luminaire Amperage Draw Chart								
Driver Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)						
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550		3.2	3.0	2.8	2.4	1.9	1.8	1.4

Light Level Summary

Calculation Grid Summary									
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty	
		Ave	Min	Max	Max/Min	Ave/Min			
Basketball	Horizontal Illuminance	33.7	22	45	2.06	1.53	C	6	
Basketball Spill	Horizontal Illuminance	0	0	0	0.00		C	6	
Basketball Spill	Max Vertical Illuminance Metric	0	0	0	0.00		C	6	
Basketball Spill-Candela	Max Candela Metric	1.50	0	12.8	0.00		C	6	
Pickleball 1-3	Horizontal Illuminance	41.2	30	52	1.76	1.37	A	12	
Pickleball 4-6	Horizontal Illuminance	42.5	32	53	1.64	1.33	A	12	

From Hometown to Professional



Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	BB1-BB2	30'	-	30'	TLC-LED-550	3	3	0
2	Totals					6	6	0

Wilson Park Pickleball
Fayetteville, AR, USA

Grid Summary	
Name	Basketball
Size	105' x 60'
Spacing	10.0' x 10.0'
Height	3.0' above grade

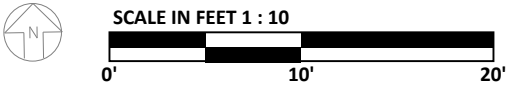
Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average	30
Scan Average	33.72
Maximum	45
Minimum	22
Avg/Min	1.53
Guaranteed Max/Min	2.5
Max/Min	2.06
UG (adjacent pts)	1.47
CU	0.54
No. of Points	60
LUMINAIRE INFORMATION	
Applied Circuits	C
No. of Luminaires	6
Total Load	3.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	P1-P2 P4-P5	40'	-	40'	TLC-LED-550	3	3	0
4	Totals					12	12	0

Wilson Park Pickleball

Fayetteville, AR, USA

Grid Summary	
Name	Pickleball 1-3
Size	112' x 62'
Spacing	10.0' x 10.0'
Height	3.0' above grade

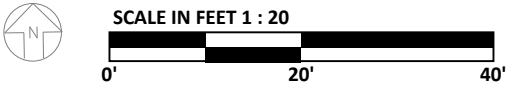
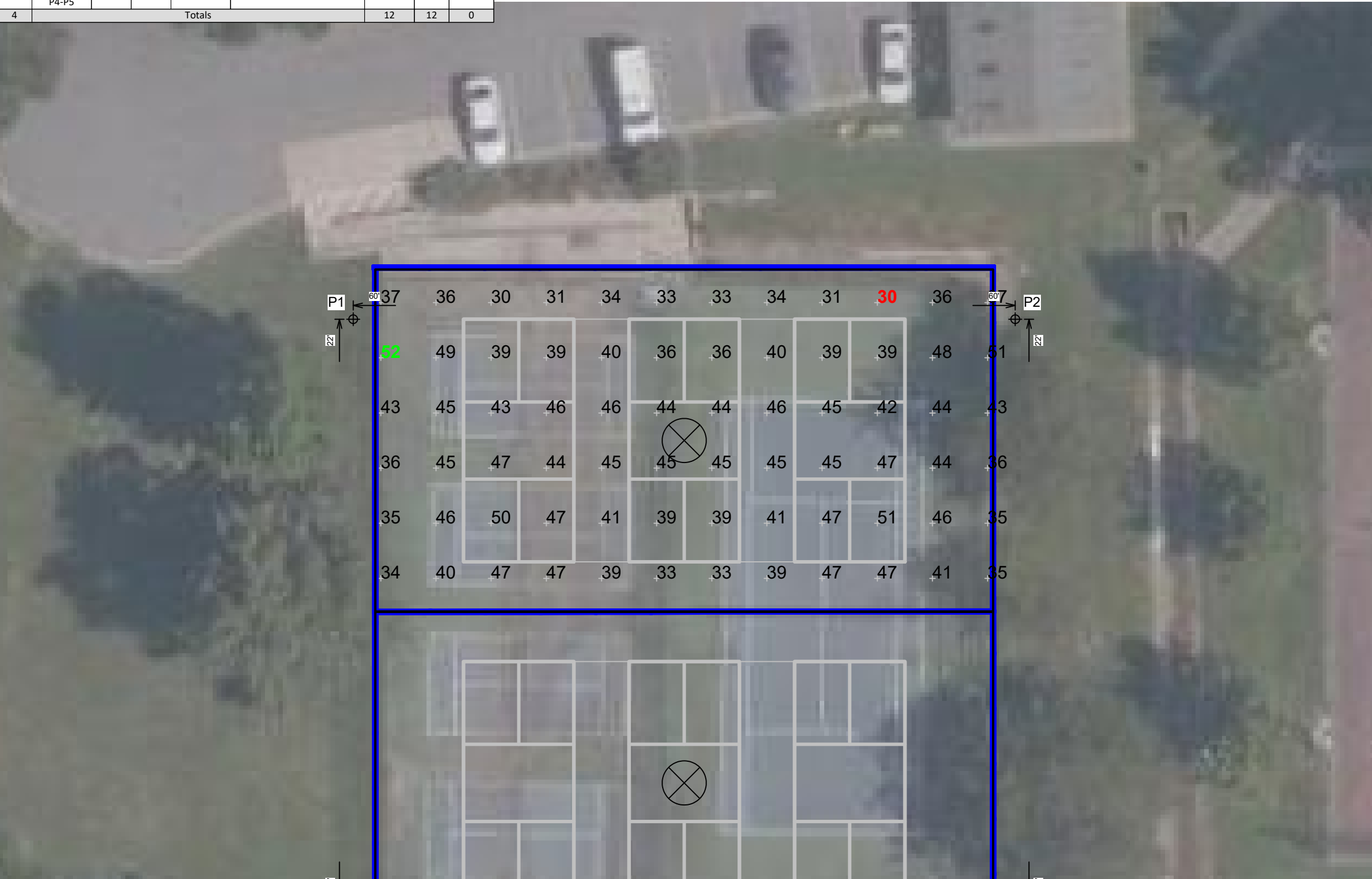
Illumination Summary	
	MAINTAINED HORIZONTAL FOOTCANDLES
	Entire Grid
Guaranteed Average	30
Scan Average	41.15
Maximum	52
Minimum	30
Avg/Min	1.39
Guaranteed Max/Min	2.5
Max/Min	1.76
UG (adjacent pts)	1.40
CU	0.37
No. of Points	72
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	12
Total Load	6.48 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

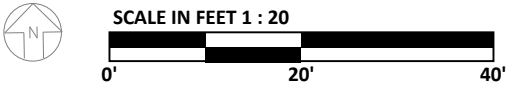
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	P1-P2 P4-P5	40'	-	40'	TLC-LED-550	3	3	0
4	Totals					12	12	0



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Wilson Park Pickleball

Fayetteville, AR, USA

Grid Summary	
Name	Pickleball 4-6
Size	112' x 62'
Spacing	10.0' x 10.0'
Height	3.0' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average	30
Scan Average	42.46
Maximum	53
Minimum	32
Avg/Min	1.32
Guaranteed Max/Min	2.5
Max/Min	1.64
UG (adjacent pts)	1.36
CU	0.38
No. of Points	72
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	12
Total Load	6.48 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

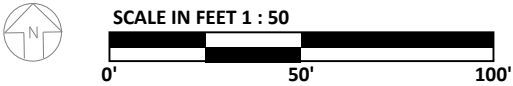
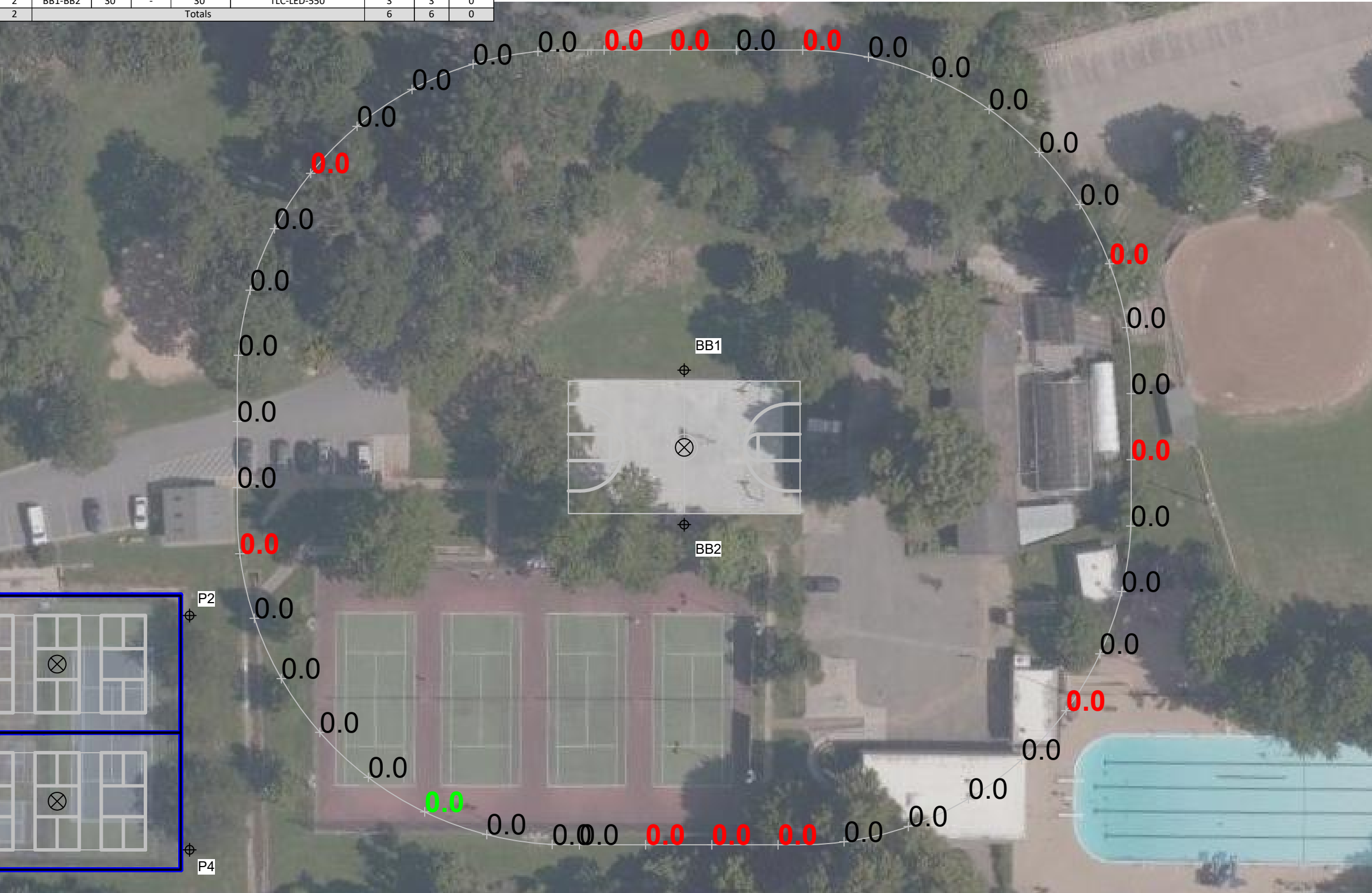
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



We Make It Happen.

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	BB1-BB2	30'	-	30'	TLC-LED-550	3	3	0
2	Totals					6	6	0



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Wilson Park Pickleball

Fayetteville, AR, USA

Grid Summary	
Name	Basketball Spill
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
	MAINTAINED HORIZONTAL FOOTCANDLES
Scan Average	Entire Grid 0.0000
Maximum	0.00
Minimum	0.00
CU	0.00
No. of Points	43
LUMINAIRE INFORMATION	
Applied Circuits	C
No. of Luminaires	6
Total Load	3.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

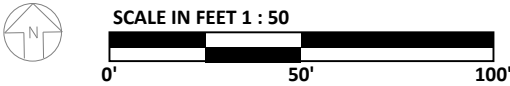
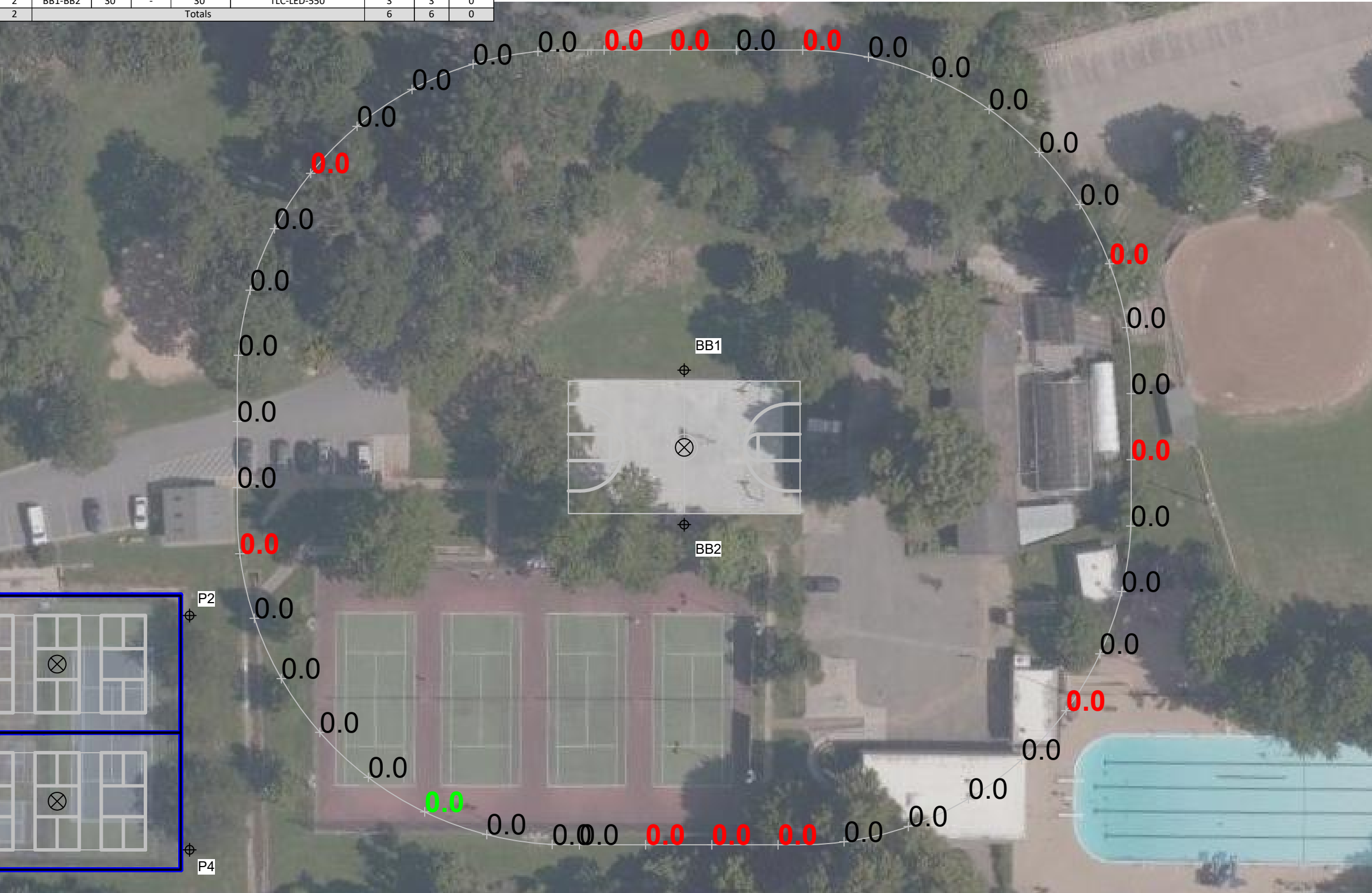
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	BB1-BB2	30'	-	30'	TLC-LED-550	3	3	0
2	Totals					6	6	0



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Wilson Park Pickleball

Fayetteville, AR, USA

Grid Summary	
Name	Basketball Spill
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
	MAINTAINED MAX VERTICAL FOOTCANDLES
Scan Average	Entire Grid 0.0003
Maximum	0.00
Minimum	0.00
CU	0.00
No. of Points	43
LUMINAIRE INFORMATION	
Applied Circuits	C
No. of Luminaires	6
Total Load	3.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

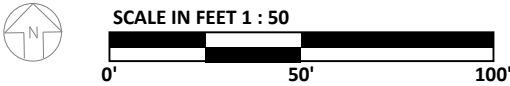
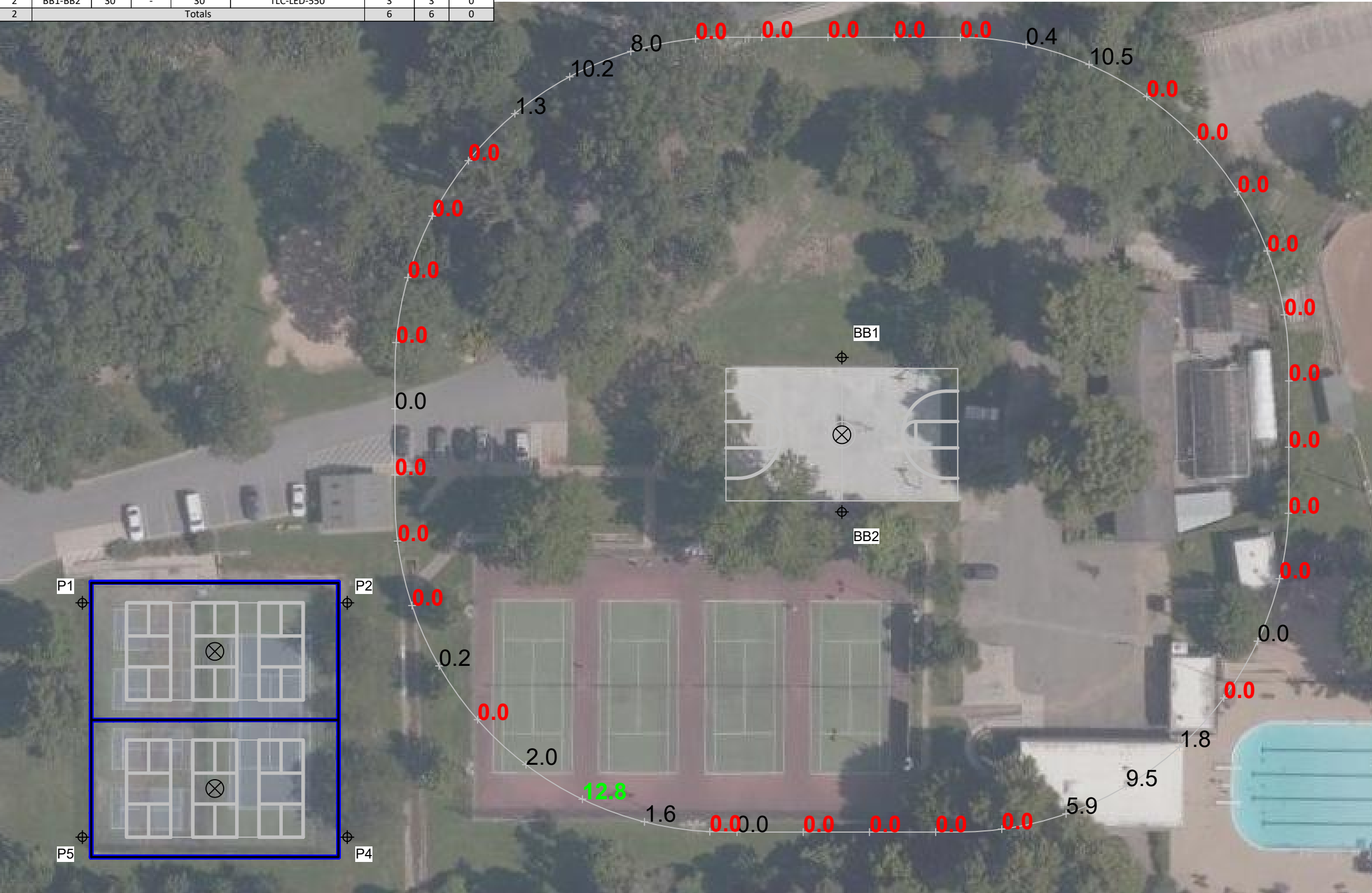
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	BB1-BB2	30'	-	30'	TLC-LED-550	3	3	0
2	Totals					6	6	0



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Wilson Park Pickleball

Fayetteville, AR, USA

Grid Summary	
Name	Basketball Spill-Candela
Spacing	30.0' x 30.0'
Height	5.0' above grade

Illumination Summary	
	MAINTAINED CANDELA (PER FIXTURE)
Scan Average	Entire Grid 1.4978
Maximum	12.78
Minimum	0.00
CU	0.00
No. of Points	43
LUMINAIRE INFORMATION	
Applied Circuits	C
No. of Luminaires	6
Total Load	3.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





Wilson Park Pickleball

Fayetteville, AR, USA

Equipment Layout

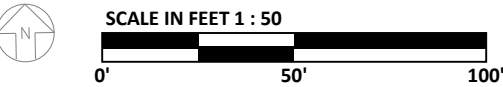
INCLUDES:
· Basketball
· Pickleball 1-3
· Pickleball 4-6

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown						
Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE
2	BB1-BB2	30'	-	30'	TLC-LED-550	3
4	P1-P2 P4-P5	40'	-	40'	TLC-LED-550	3
6	Totals					18

Single Luminaire Amperage Draw Chart							
Driver Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)					
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)
TLC-LED-550		3.2	3.0	2.8	2.4	1.9	1.8



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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C. CONTROLS AND MONITORING

System Requirements: Control System Summary

Project Name: Wilson Park Pickleball | Project #: 227370

Control System ID: 1 of 2

Distribution Panel Location/ID: Pickleball

Project Information

Control System

Control System ID: 1 of 2

Control System Type: Control-Link • Control and Monitoring System

Communication Type: PowerLine-ST

Project Notes:

This field has a pushbutton/strobe assembly

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral) 120/60

VA loading - Inrush 1553.0

VA loading - Sealed 180.0

Lighting Circuits:

Voltage/Hertz/Phase 240/60/1

Equipment Listing

Description	Qty	Size (in)
Control and monitoring cabinet - primary	1	24 X 48

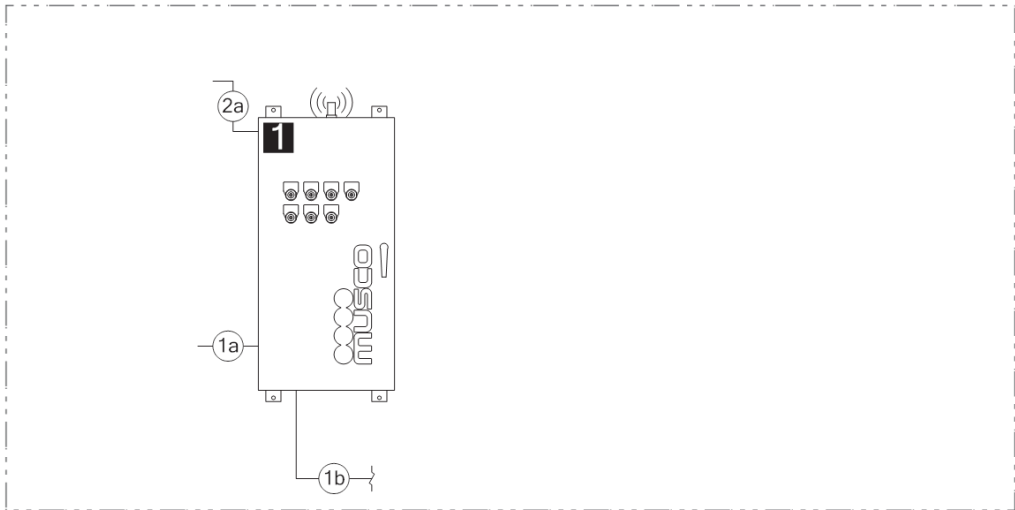
Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
8. Refer to Installation Instructions for more details on equipment information and the installation requirements.

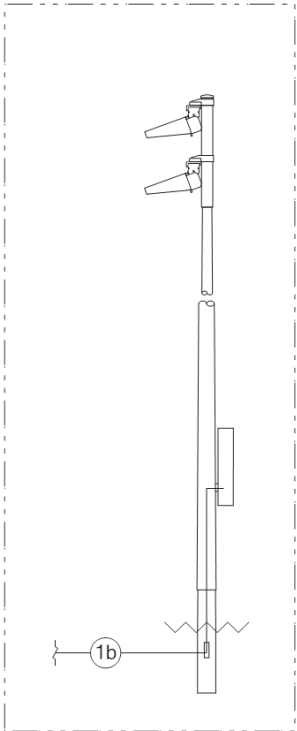
Equipment Layout and Connection Details



Control cabinet location



Lighting system



Connection Details

ID	Description
1a	Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
1b	Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
2a	Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.

Equipment

ID	Description
1	Control and monitoring cabinet - primary

System Requirements: Control System Summary

Project Name: Wilson Park Pickleball | Project #: 227370

Control System ID: 1 of 2

Distribution Panel Location/ID: Pickleball

Circuit Summary

Switching Schedule	
Field/Switch Description	Switches
Pickleball	1

Control Module ID: 1

Lighting Circuit Voltage: 240/60/1

Circuit Summary by Switch							
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Pickleball	P1	3	8.31	30	1	C1
	Pickleball	P2	3	8.31	30	1	C2
	Pickleball	P4	3	8.31	30	1	C3
	Pickleball	P5	3	8.31	30	1	C4

System Requirements: Control System Summary

Project Name: Wilson Park Pickleball | Project #: 227370

Control System ID: 2 of 2

Distribution Panel Location/ID: Basketball

Project Information

Control System

Control System ID: 2 of 2

Control System Type: Control-Link • Control and Monitoring System

Communication Type: PowerLine-ST

Project Notes:

This field has a pushbutton/strobe assembly

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral) 120/60
VA loading - Inrush 1063.0
VA loading - Sealed 128.0

Lighting Circuits:

Voltage/Hertz/Phase 240/60/1

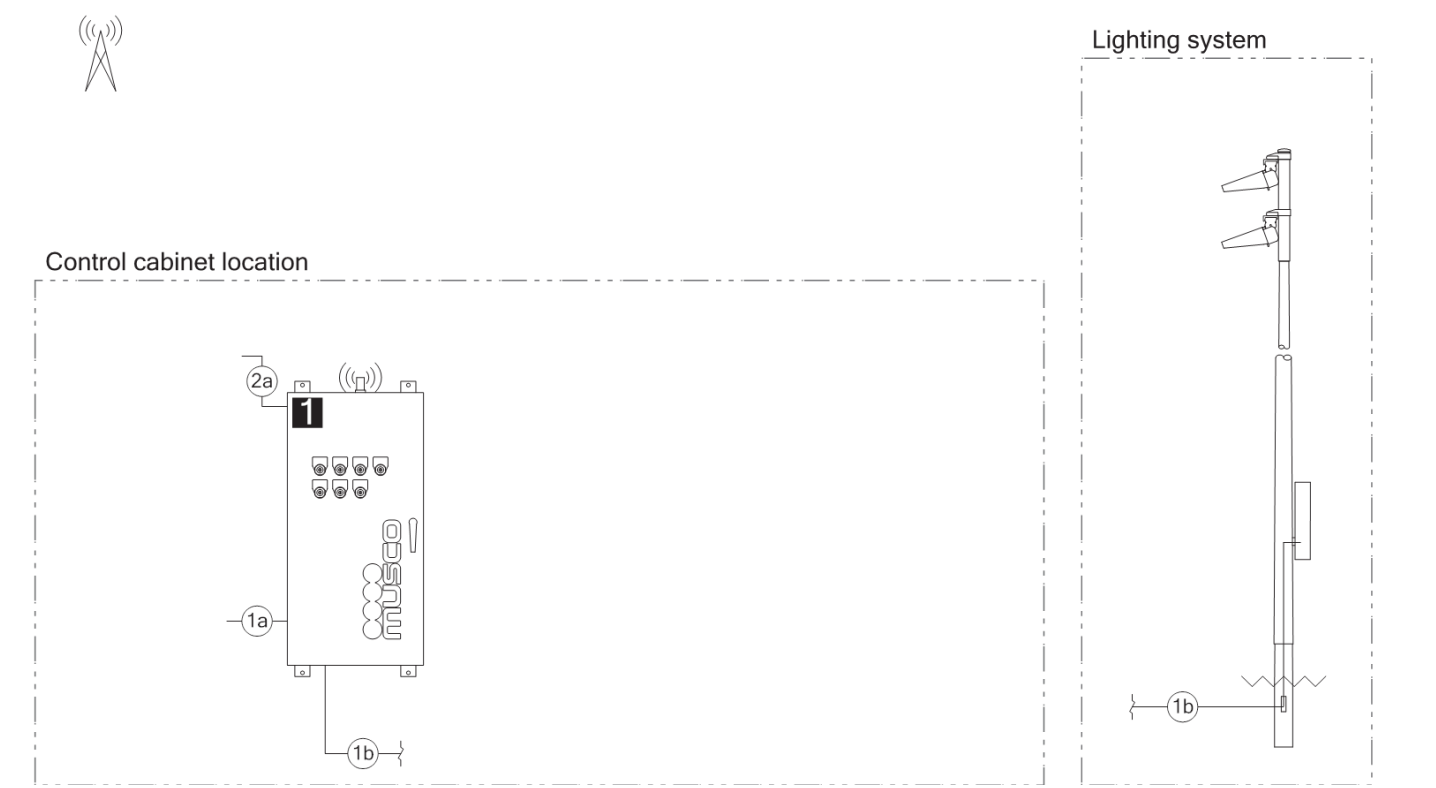
Equipment Listing

Description	Qty	Size (in)
Control and monitoring cabinet - primary	1	24 X 48

Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
8. Refer to Installation Instructions for more details on equipment information and the installation requirements.

Equipment Layout and Connection Details



Connection Details		Equipment	
ID	Description	ID	Description
1a	Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.	1	Control and monitoring cabinet - primary
1b	Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.		
2a	Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.		

System Requirements: Control System Summary

Project Name: Wilson Park Pickleball | Project #: 227370

Control System ID: 2 of 2

Distribution Panel Location/ID: Basketball

Circuit Summary

Switching Schedule

Field/Switch Description	Switches
Basketball	1

Control Module ID: 2

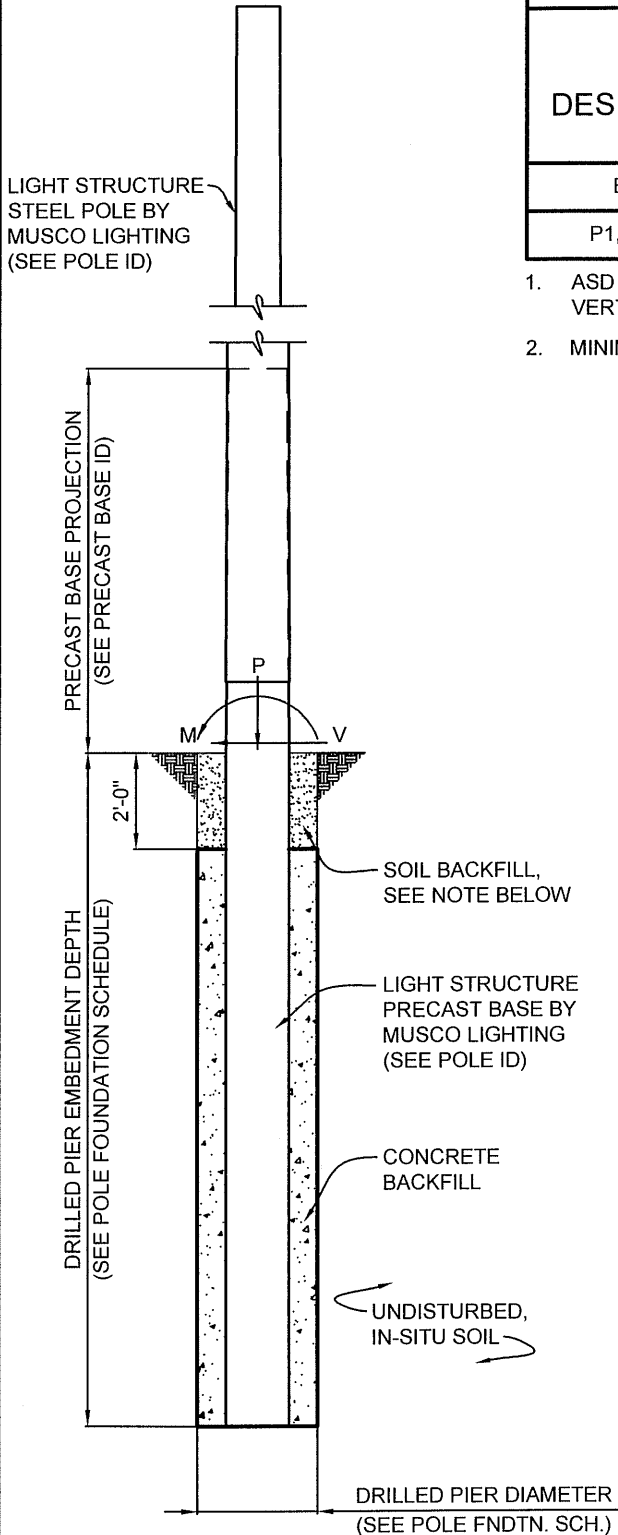
Lighting Circuit Voltage: 240/60/1

Circuit Summary by Switch

Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Basketball	BB1	3	8.31	30	2	C1
	Basketball	BB2	3	8.31	30	2	C2



D. STRUCTURAL INFORMATION



POLE FOUNDATION ELEV.
SCALE: NOT TO SCALE

SOIL BACKFILL NOTE:
THE TOP TWO FEET OF ANNULUS SHALL BE BACKFILLED WITH SOIL, WITH A CLASSIFICATION OF CLASS 5 (TABLE 1806.2) OR BETTER. COMPACTION, 95% FOR COHESIVE SOIL AND 98% FOR A COHESIONLESS SOIL BASED UPON STANDARD PROCTOR TESTING (ASTM D698).

POLE FOUNDATION SCHEDULE						
POLE DESIGNATION	FORCES (1.)			DRILLED PIER		
	MOMENT (M) FT-LBS	SHEAR (V) LBS	VERTICAL (P) LBS	DIAMETER INCHES	EMBEDMENT DEPTH	CONCRETE BACKFILL YD ³ (2.)
BB1, BB2	5,973	317	464	30	8'-0"	1.0
P1, P2, P4, P5	11,497	449	528	30	8'-0"	1.0

1. ASD LOAD COMBINATION D + 0.6W.
VERTICAL FORCE IS WEIGHT OF DRESSED POLE (DOES NOT INCLUDE PRECAST BASE WEIGHT).
2. MINIMUM CONCRETE BACKFILL VOLUME, SITE CONDITIONS MAY REQUIRE ADDITIONAL BACKFILL.

PRECAST BASE IDENTIFICATION					
PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST BASE LENGTH	PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
1B	920 LBS	15'-2"	7'-2"	8'-0"	9.56"

POLE IDENTIFICATION				
POLE DESIGNATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX. PER XARM)	FIXTURE AND ACCESSORIES EPA (FT ²)
BB1, BB2	LSS30A	1B	3 (3)	3.9
P1, P2, P4, P5	LSS40A	1B	3 (3)	3.9

DESIGN NOTES

DESIGN PARAMETERS:
WIND: V = 110 MPH, V_{asd} = 85 MPH (EXPOSURE C, RISK CATEGORY II) PER INTERNATIONAL BUILDING CODE, 2021 EDITION (ASCE 7-16). DESIGN WIND PARAMETERS ARE AS NOTED, ACTUAL EXPOSURE MUST BE VERIFIED FOR THE SITE BY THE PROPER GOVERNING OFFICIAL.

GEOTECHNICAL PARAMETERS:
ALLOWABLE END BEARING SOIL PRESSURE: 1,500 PSF OR SKIN FRICTION: 250 PSF
ALLOWABLE LATERAL SOIL BEARING PRESSURE:
100 PSF/FT (GRADE TO -2'-0"); 200 PSF/FT (BELOW -2'-0")
IN ACCORDANCE WITH THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE, CHAPTER 18. SEE TABLE 1806.2, SOIL MATERIAL CLASS 5 & SECTION 1806.3.4.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED ON SITE.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. TEMPORARY CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT. CONCRETE BACKFILL MUST BE PLACED WITH A TREMIE WHEN SLURRY OR WATER IS PRESENT WITHIN THE EXCAVATION.

CONTRACTOR MUST BE FAMILIAR WITH THE COMPLETE SOIL INVESTIGATION REPORT AND BORINGS, AND CONTACT THE GEOTECHNICAL FIRM (IF NECESSARY) TO UNDERSTAND THE SOIL CONDITIONS AND THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION OR BRACING DURING PRECAST BASE INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL.

CONCRETE:
CONCRETE SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM COMPRESSIVE DESIGN STRENGTH AT 28 DAYS OF 3,000 PSI. 3,000 PSI CONCRETE SPECIFIED FOR EARLY POLE ERECTION, ACTUAL REQUIRED MINIMUM ALLOWABLE CONCRETE STRENGTH IS 1,000 PSI. ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM UNDISTURBED SOIL.

GENERAL NOTES:
FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. ENGINEER MUST BE NOTIFIED IF FOUNDATIONS ARE NEAR ANY RETAINING WALLS OR WITHIN / NEAR ANY SLOPES STEEPER THAN 3H : 1V. POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.



WILSON PARK
PICKLEBALL
ATHLETIC LIGHTING
FAYETTEVILLE, AR

MUSCO Lighting
CORPORATE: 100 1st AVE WEST
OSKALOOSA, IA 52577
(800) 825-6020

SEPC OF IOWA
114 NICHOLAS DRIVE
MARSHALLTOWN, IOWA 50158
PHONE NUMBER: 641-752-6334
EMAIL: MSL.INFO@SEPC.BIZ

DRAWING TITLE: POLE AND FOUNDATION	NOTES: SCALE: SEE PLAN SCAN #227370D
PROJECT NUMBER 227370	
DATE 17 JANUARY 2024	
DRAWING NUMBER C1	
OF ONE	



E. WARRANTY



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: Wilson Park Pickleball Project number: 227370
Owner: City of Fayetteville City: Fayetteville State: AR
Covered product(s): Light-Structure System™ with TLC for LED™ technology
Date issued: Date of Shipment Expiration: Date of Shipment + 25 Years

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to IBC, 2021, 110mph, Exposure C.
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

- 1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

- 4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
 - b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
 - c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.**
 - d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.**
 - e. Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
 - 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
 - 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



F. PRODUCT INFORMATION

5 Easy Pieces™

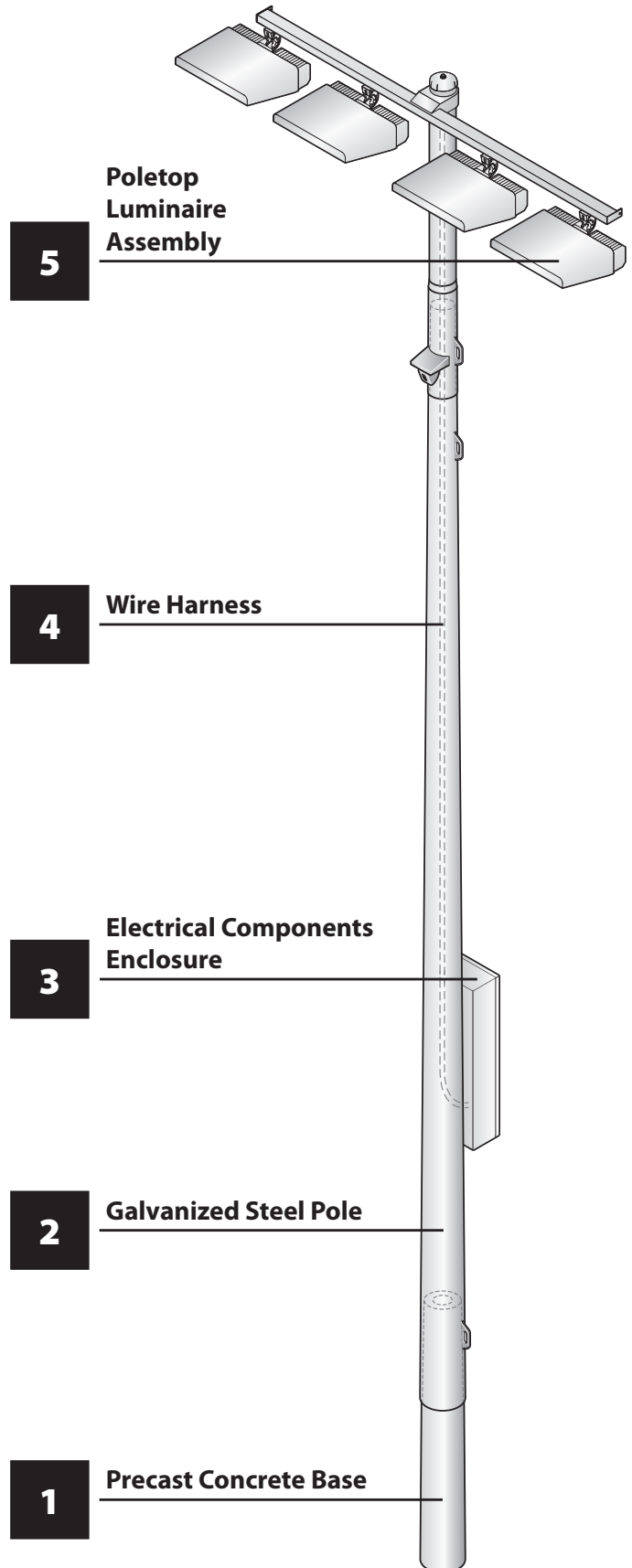
Complete System from Foundation to Poletop

Factory wired, aimed, and tested

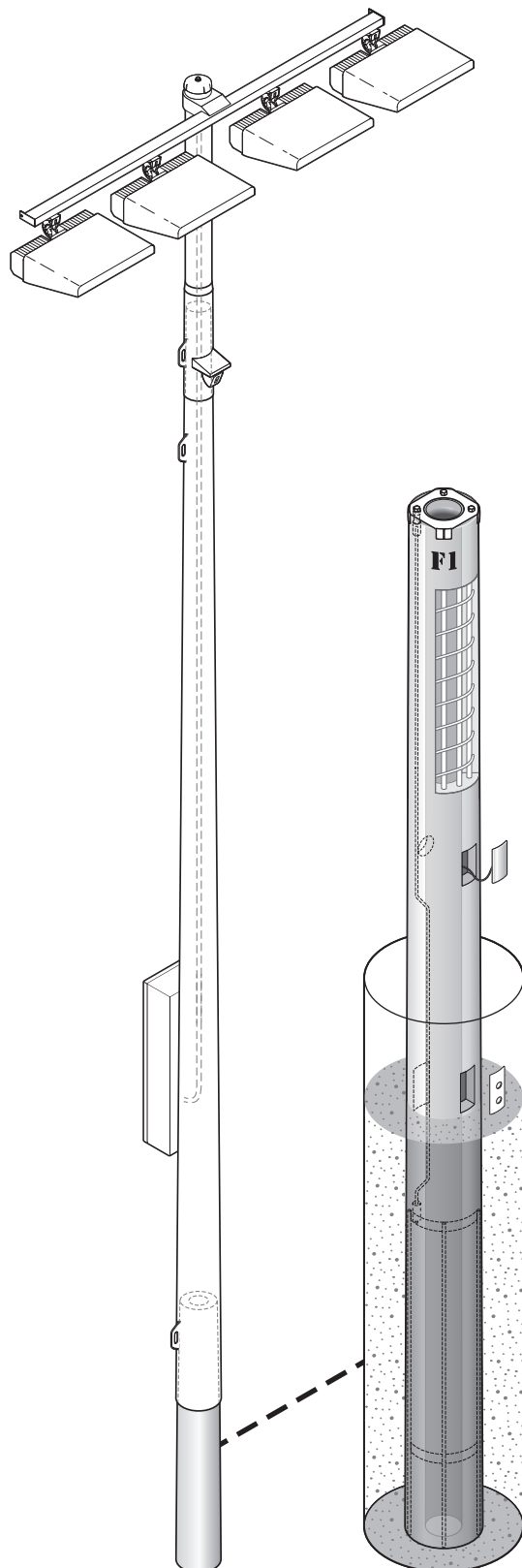
Fast, trouble-free installation

Comprehensive corrosion package

Integrated lightning ground



TLC for LED® – Precast Concrete Base



Overview

The precast concrete base is set directly into the ground and backfilled with concrete. The base includes an integrated lightning ground system.

Features

Base

- Set pole on base in 24 hours
- Tapered upper section for slip-fit steel pole
- Access holes for wire entry
- Epoxy-coated ends prevent water intrusion
- Lifting hole accepts load-rated steel rod provided by Musco

Integrated Lightning Ground System

- Complies with NFPA 780, UL 96A, and EN 62305 standards when installed per Musco installation instructions
- UL Listed, Class II Lightning Protection, file number E337467
- Tested up to 100 kA by independent laboratory
- Steel pole interfaces with integrated grounding system by means of the pole grounding connector
- 2/0 AWG (crosssectional area of 67.4 mm²) grounding electrode conductor
- Concrete-encased grounding electrode, 20 feet (6.1 m) total length, ½ inch (12.7 mm) diameter

Technical Specifications

Base dimensions vary. For measurements refer to project-specific *Foundation and Pole Assembly* drawing.

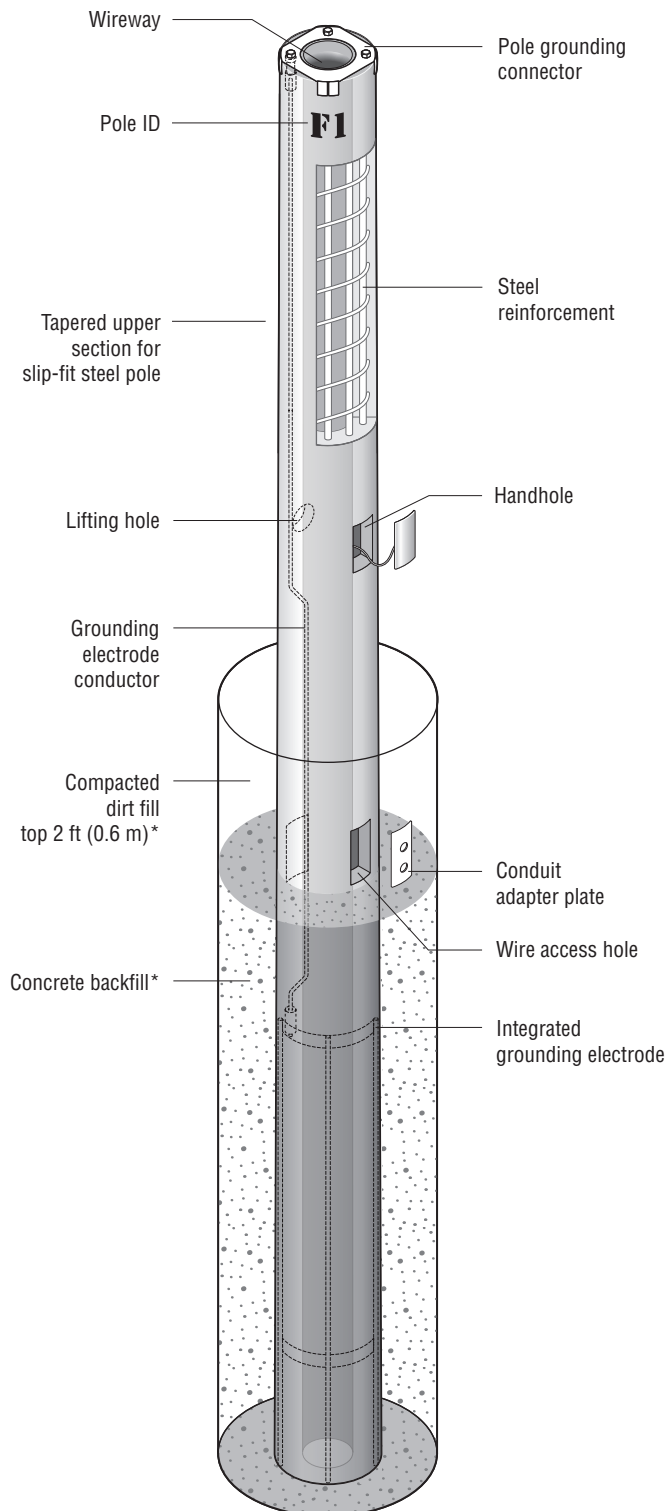
Construction

- Spun concrete construction
- Prestressed steel vertical strands and coil spiral for strength throughout base
- Minimum design strength is 9500 lb/in² (65.5 MPa) at 28 days
- Meets ASTM C1804 design requirements

Quality Assurance Tests

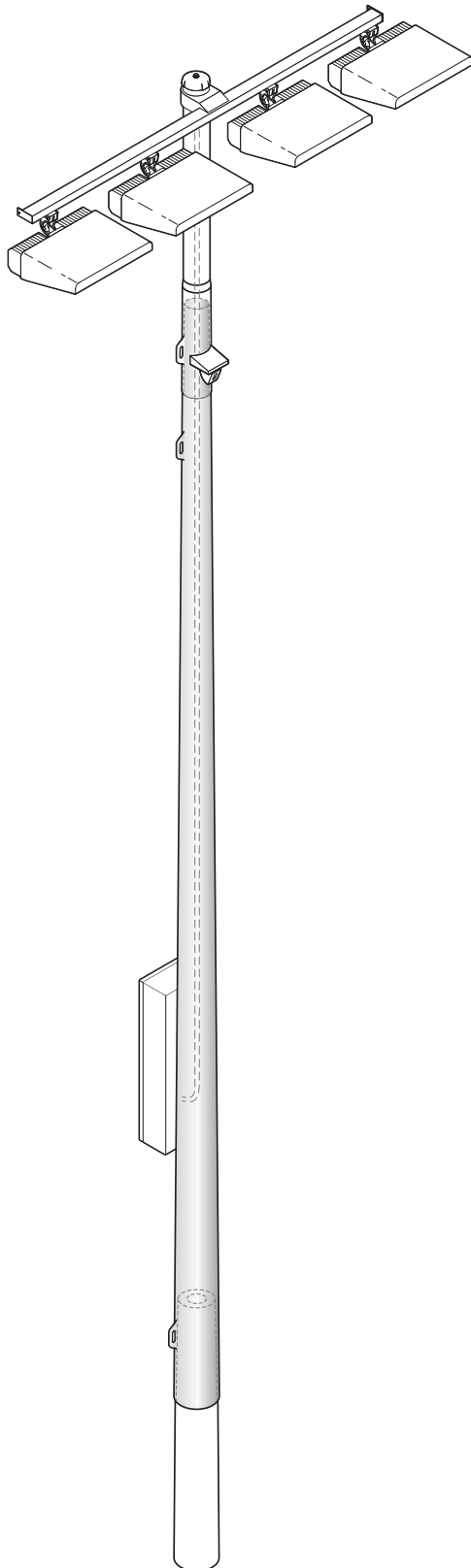
- 28-day compressive strength
- Bending moment capacity
- Grounding system continuity

TLC for LED® – Precast Concrete Base



*Standard pier foundation shown. Foundation and/or backfill may vary per alternate foundation design.

TLC for LED® – Galvanized Steel Pole



Overview

The galvanized steel pole is designed to slip-fit together with the precast concrete base and the poletop luminaire assembly.

Features

- Slip-fit connection allows pole assembly with come-alongs
- Built-in hardware for attaching electrical components enclosure
- Wire access from inside the pole (no exposed wiring or conduit)
- Shipped in sections for easier handling
- Labeled with pole identification for location on field

Technical Specifications

Pole dimensions vary. For measurements refer to project specific pole configuration drawing.

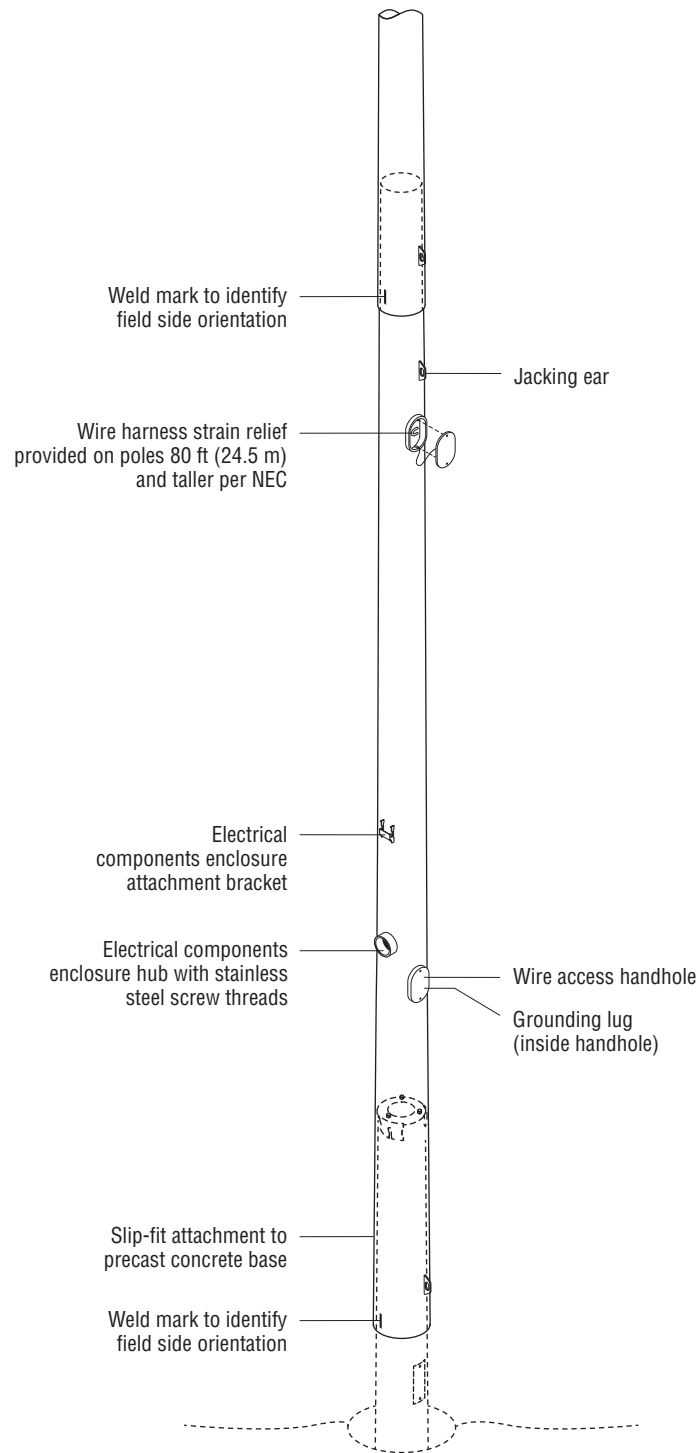
Construction

- Pole designs comply with all major building codes
- High strength, low alloy, tapered, round steel pole
- Hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- Conforms to AASHTO stress standards and BS EN 40-3-1
- Grounding lug—rated for aluminum (AL) or copper (CU) wiring
- Pole shipped in sections
- Stainless steel fasteners passivated and coated
- Material certifications are available

Quality Assurance Tests

- Bending stress
- Minimum galvanizing thickness
- Straightness measurement

TLC for LED® – Galvanized Steel Pole



TLC for LED® – Electrical Components Enclosure

Overview

The electrical components enclosure contains all necessary equipment to operate luminaires. Built-in mounting hardware allows for easy attachment to the galvanized steel pole. Quick connect plugs fasten to the wire harness.

Features

- Factory-built and tested as a unit
- Quick connect plug for easy field wiring
- Mounted 10 ft (3 m) above grade for servicing with ladder
- Labeled with pole identification and electrical information
- Drivers individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Disconnect per circuit

Technical Specifications

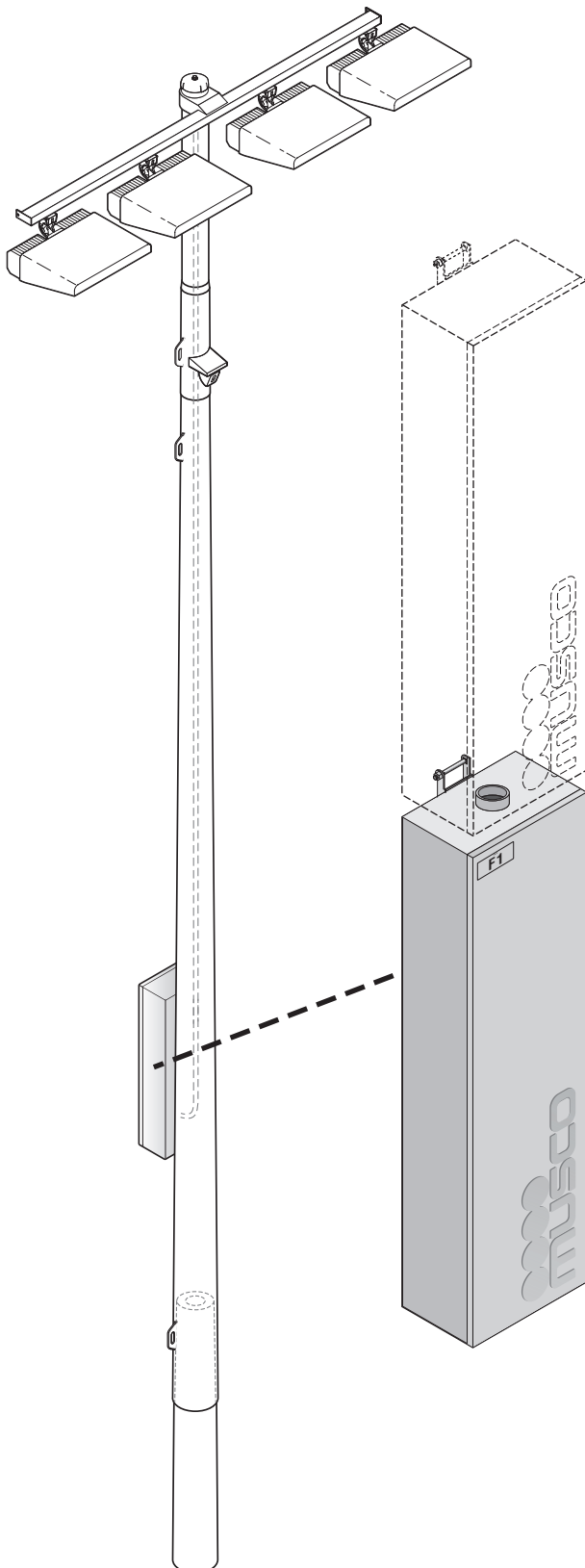
For amperage draws and circuitry refer to project specific document.

Construction

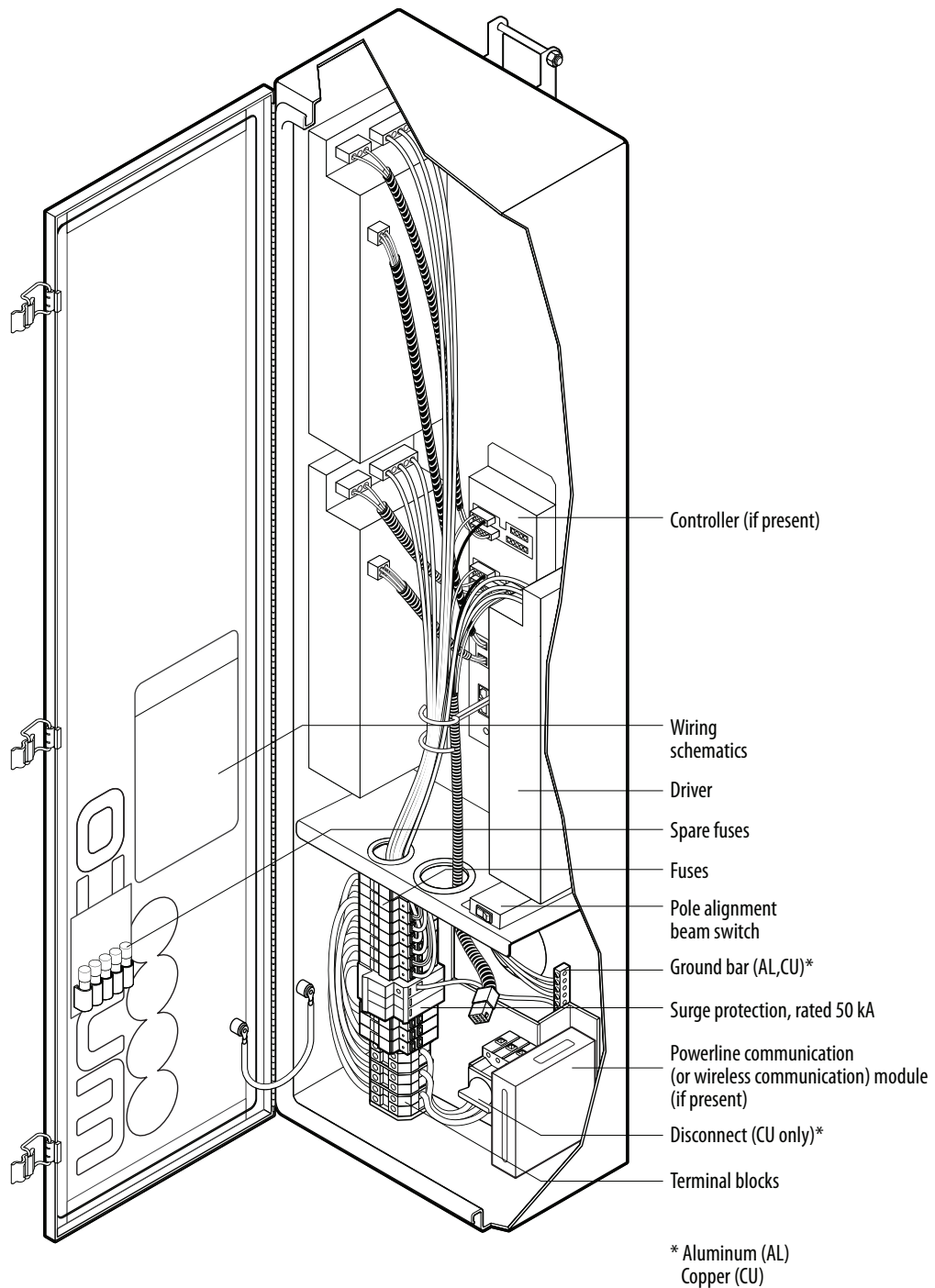
- 0.08 inch (2 mm) thick, powder-coated aluminum
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 50° C (122° F) ambient temperature
- Full length stainless steel hinge
- All stainless steel fasteners passivated and coated
- Meets touchsafe standards
- Up to four drivers per enclosure
- Approximate weight 65 lb (29 kg)
- Lower enclosure size 14.25 in (362 mm) wide x 8 in (203 mm) deep x 52.5 in (1334 mm) high
- Upper enclosure size 14.25 in (362 mm) wide x 8 in (203 mm) deep x 40.5 in (1029 mm) high

Quality Assurance Tests

- Grounding continuity
- High potential dielectric withstand
- Full functionality test



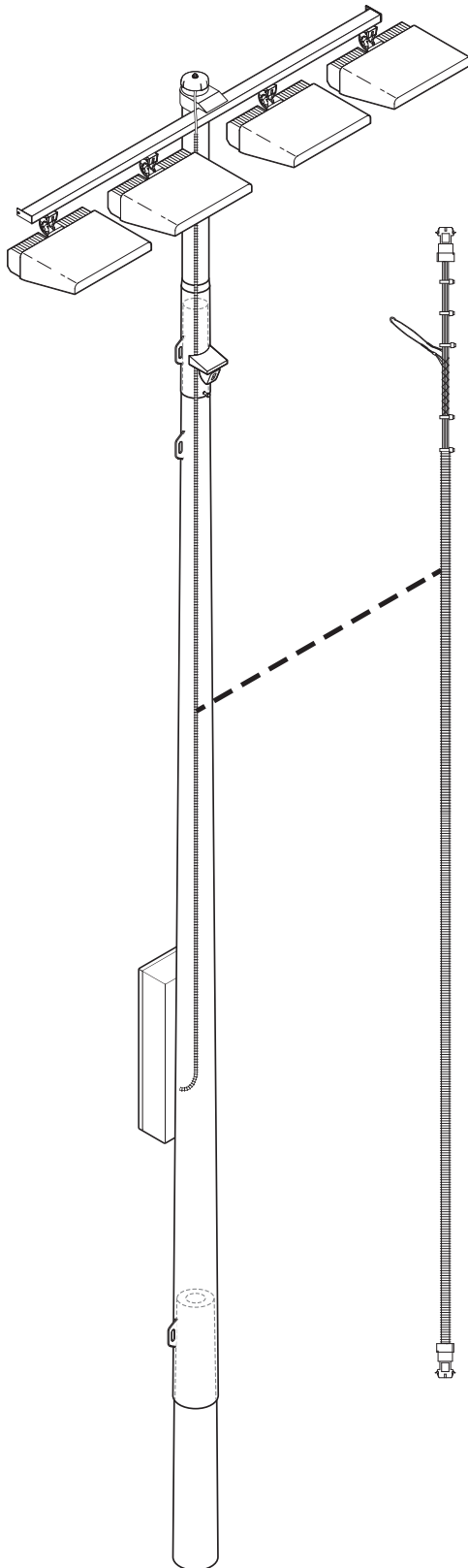
TLC for LED® – Electrical Components Enclosure



TLC for LED is a trademark of Musco Sports Lighting, LLC and is registered in the United States.
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www.musco.com · lighting@musco.com

TLC for LED® – Wire Harness



Overview

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.

Features

- Quick connect plugs for easy field wiring
- Factory-assembled support grip alleviates strain on connections
- Spiral wound cable eliminates slippage
- Protective sleeve prevents wire damage
- All internal wiring, no exposed wires
- Labels identify pole and luminaires

Technical Specifications

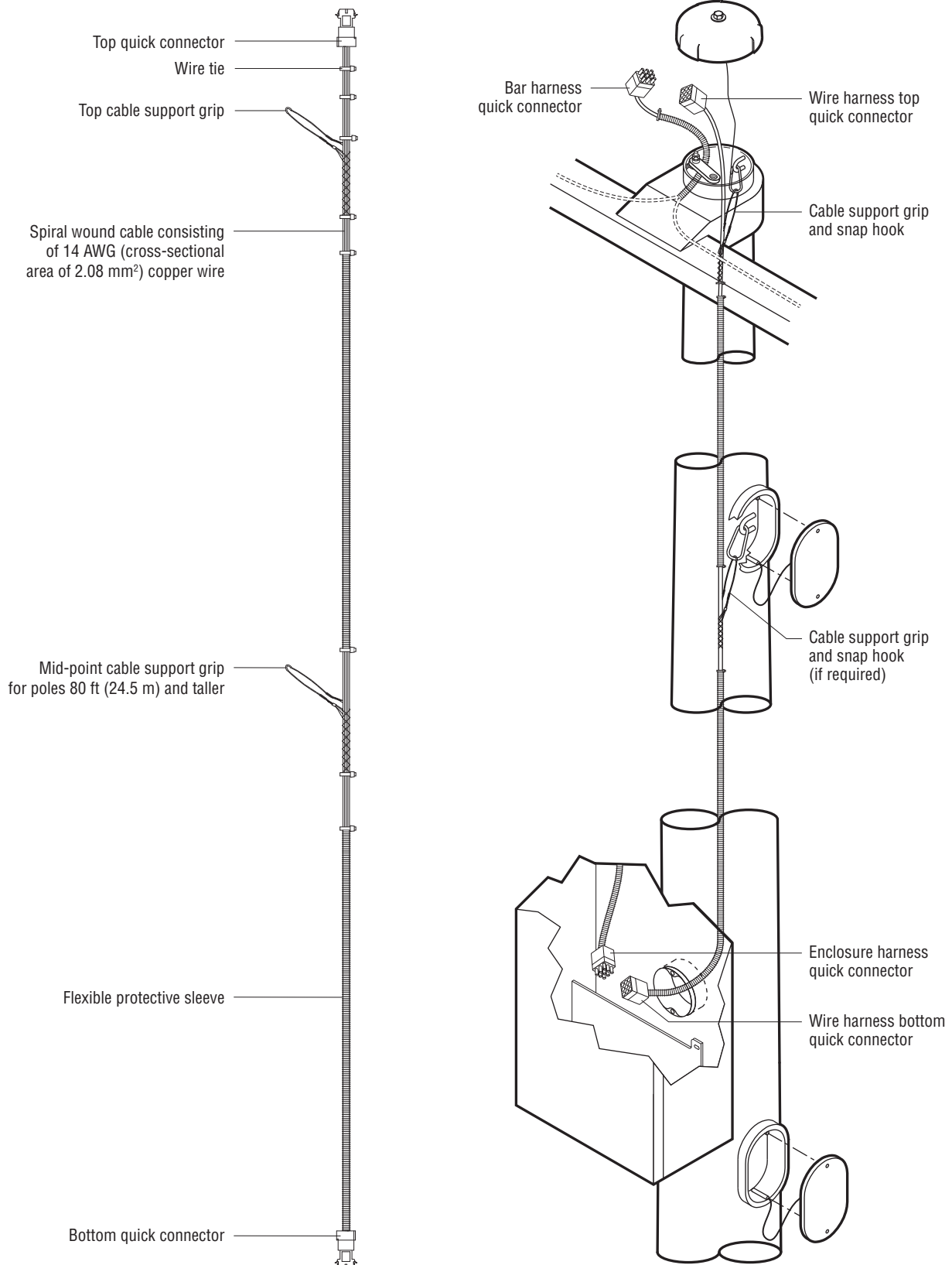
Construction

- Spiral wound, wrapped cable, 14 AWG (cross-sectional area of 2.08 mm²) copper wire
- Integral cable support grip
- Two wires per driver
- Each harness supports up to four drivers
- Multiple top connectors may be present if required for number of luminaires

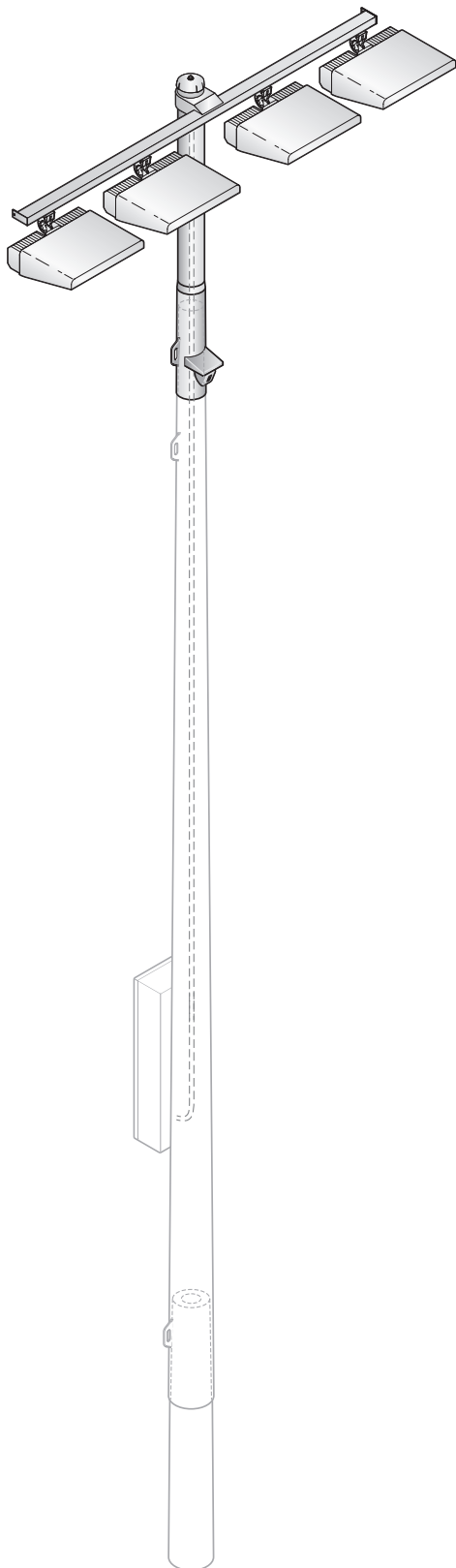
Quality Assurance Tests

- Connector/load resistance
- High potential dielectric withstand
- Grounding continuity
- Termination crimp

TLC for LED® – Wire Harness



TLC for LED® – Poletop Luminaire Assembly, Weld On



Overview

The factory-aimed poletop luminaire assembly is the upper section of the pole and slip-fits together with the galvanized steel pole.

Features

- Each luminaire is factory-built, tested, and ships as a unit
- Luminaires are factory-aimed to two-tenths degree of accuracy
- Luminaire mounts and connects in a single step
- Slip-fit connection allows assembly with come-alongs
- All luminaires are factory-wired to a quick connect harness for easy installation
- Labels identify pole and luminaire location
- No exposed wiring or conduit
- Factory-set pole alignment beam allows easy field alignment

Technical Specifications

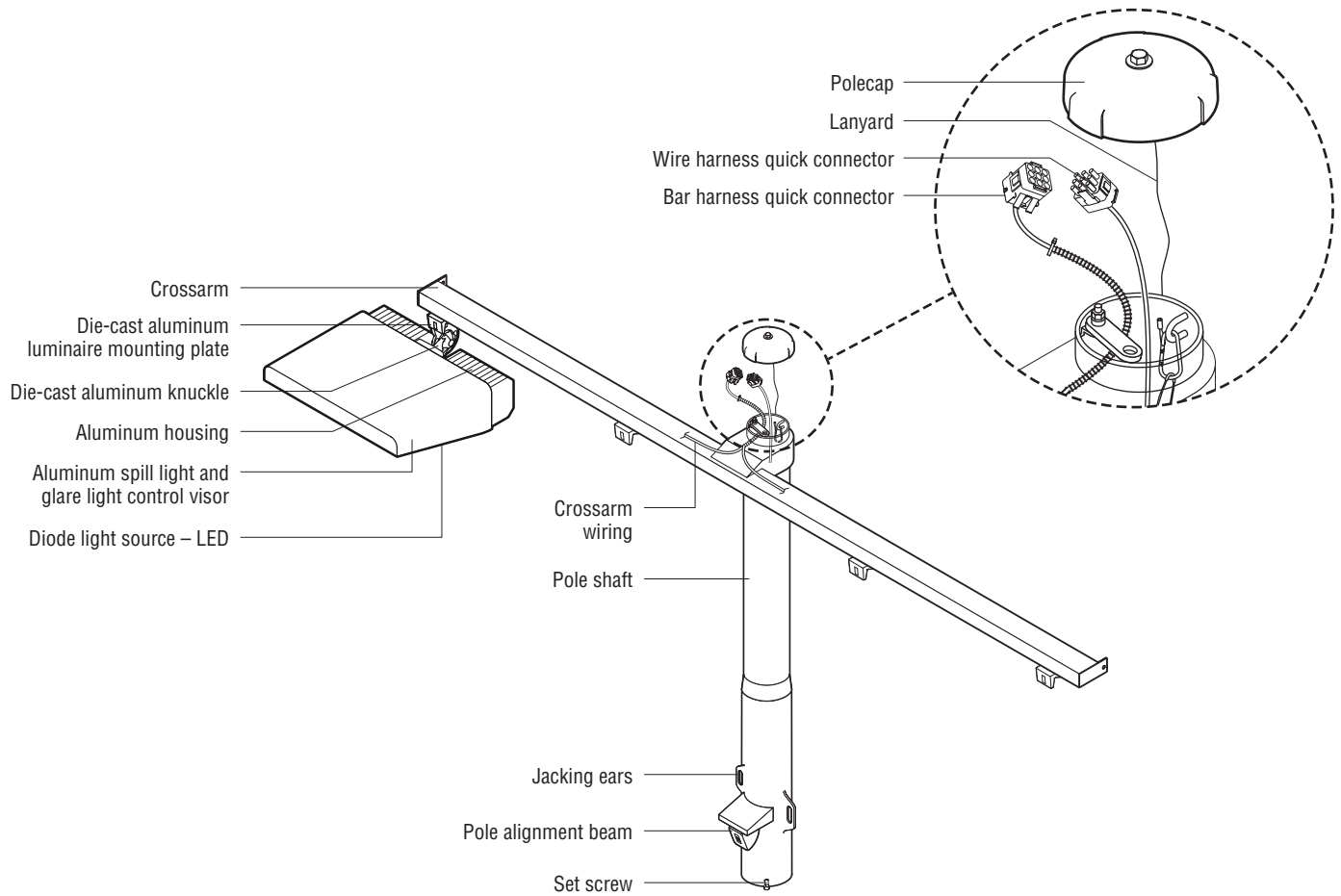
Construction

- Crossarms and pole shaft hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- All aluminum components are powder-coated or anodized to mil-A-8625F and BS 5599
- Luminaire and knuckle are powder-coated die-cast aluminum
- All stainless steel fasteners are passivated and coated
- Crossarms are constructed of rectangular steel tubing
- Polecap is attached with stainless steel lanyard and securing bolt

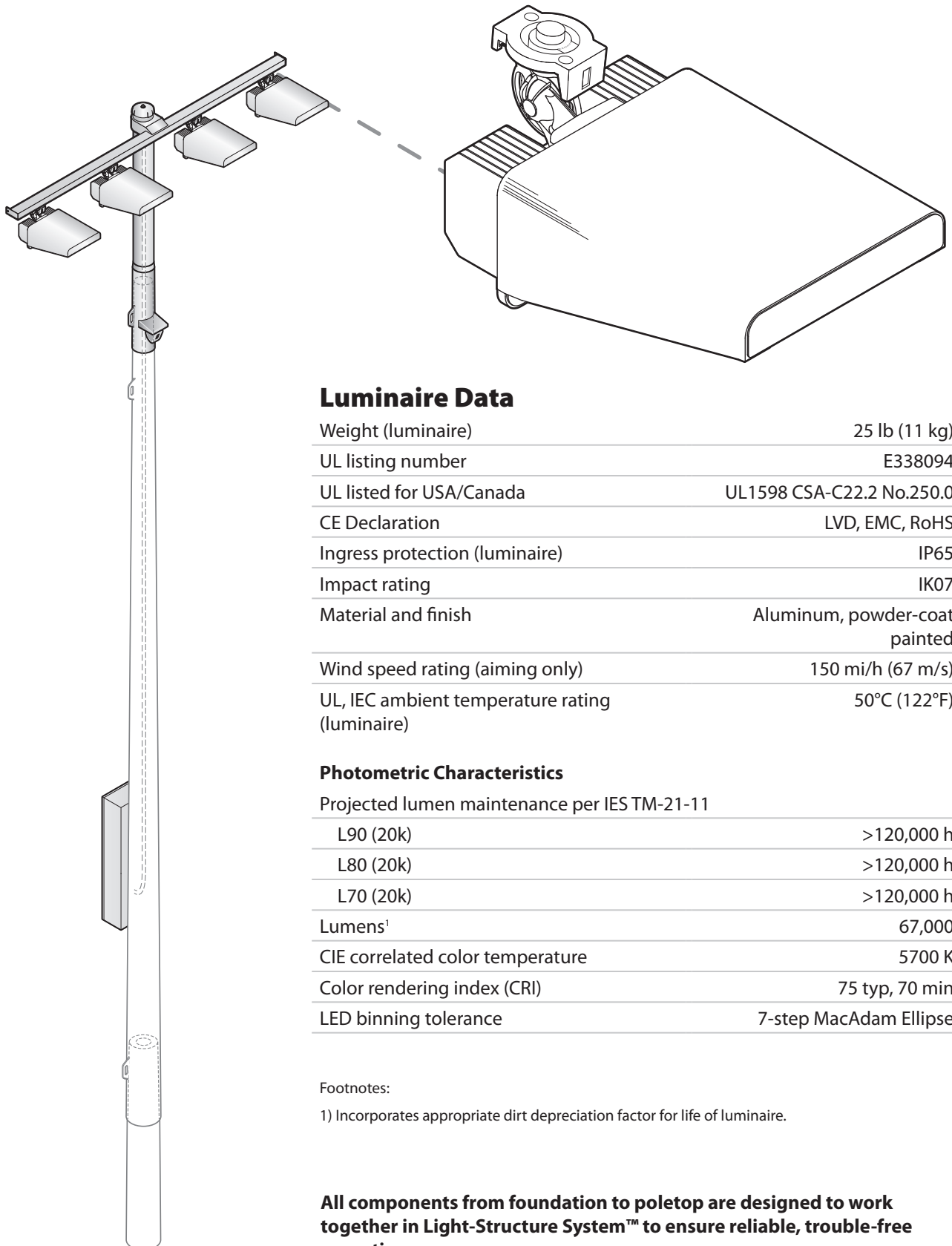
Quality Assurance Tests

- Galvanizing thickness
- High potential dielectric withstand
- Electrical continuity

TLC for LED® – Poletop Luminaire Assembly, Weld On



Luminaire and Driver – TLC-LED-550



Luminaire Data

Weight (luminaire)	25 lb (11 kg)
UL listing number	E338094
UL listed for USA/Canada	UL1598 CSA-C22.2 No.250.0
CE Declaration	LVD, EMC, RoHS
Ingress protection (luminaire)	IP65
Impact rating	IK07
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)
UL, IEC ambient temperature rating (luminaire)	50°C (122°F)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

L90 (20k)	>120,000 h
L80 (20k)	>120,000 h
L70 (20k)	>120,000 h
Lumens ¹	67,000
CIE correlated color temperature	5700 K
Color rendering index (CRI)	75 typ, 70 min
LED binning tolerance	7-step MacAdam Ellipse

Footnotes:

1) Incorporates appropriate dirt depreciation factor for life of luminaire.

All components from foundation to poletop are designed to work together in Light-Structure System™ to ensure reliable, trouble-free operation.

Luminaire and Driver – TLC-LED-550

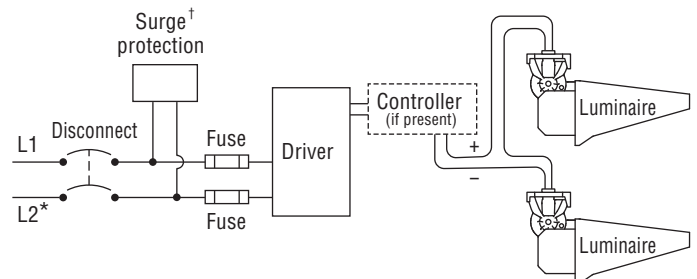
Driver Data

Electrical Data

Rated wattage¹

Per driver	1080 W
Per luminaire	540 W
Number of luminaires per driver	2
Starting (inrush) current	<40 A, 256 μ s
Fuse rating	15 A
UL, IEC ambient temperature rating, electrical components enclosure	50°C (122°F)
Ingress protection, electrical components enclosure	IP54
Efficiency	95%
Dimming mode	optional
Range, energy consumption	15 - 100%
Range, light output	20 - 100%
Flicker	<2%
Total harmonic distortion (THD) at full output	<20%

Typical Wiring



* If L2 is neutral then not switched or fused.
† Not present if indoor installation.

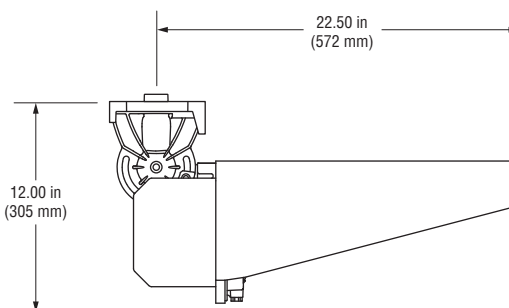
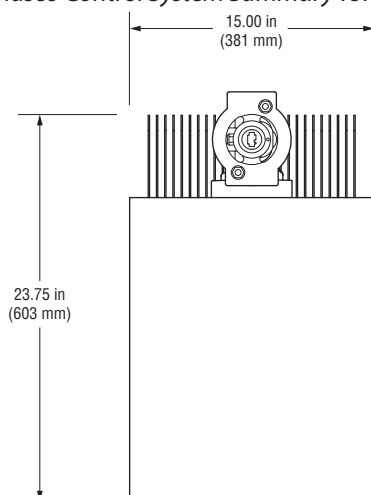
	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	380 Vac 50/60 Hz	400 Vac 50 Hz	415 Vac 50 Hz	480 Vac 60 Hz
Max operating current per luminaire ²	3.32 A	3.19 A	3.02 A	2.89 A	2.77 A	2.40 A	1.92 A	1.75 A	1.66 A	1.60 A	1.39 A

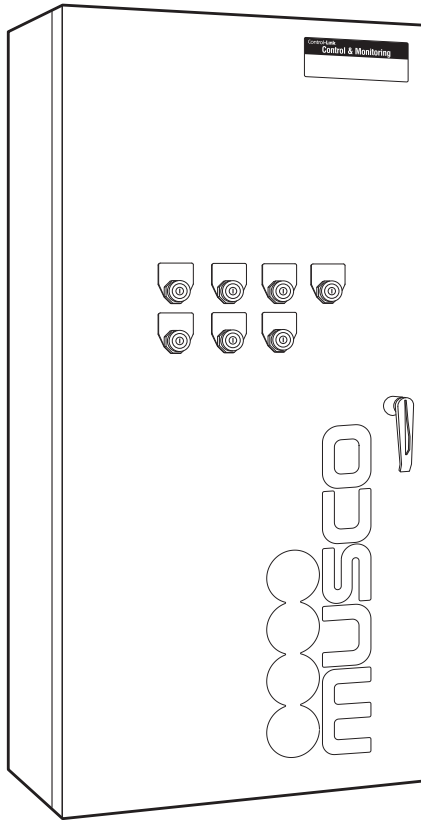
Footnotes:

- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.





Overview

Control-Link® Control and Monitoring System provides remote on/off control, dimming, system monitoring, and management of your lighting system.

Features

Control

- Lighting system and auxiliary equipment
- Control with: Control-Link website, smartphone app, phone call, email, or fax up to 10 years in advance
- Seven controllable lighting zones
- Three customizable dimming levels (factory set at 100%, 50%, 20%)
- Multi-level user security settings
- Door-mounted or remote-mounted on/off/auto switches allow for manual override of automated control

Monitoring

- Detects luminaire outages and other issues that affect light quality

Management and Support

- Control-Link Central™ service center provides support 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Luminaire outage notification within the next business day
- Customized usage reports through website

Technical Specifications

Control and Monitoring Cabinet Ratings

UL 508A Listed	E204954
CE declaration	LVD, EMC, RoHS
IEC 60439-1 compliant	UL test report 05NK26317
IEC Emissions/Immunity	Class A compliant
Operating temperature	-4°F to 140°F (-20°C to 60°C)
FCC Part 15	Class A compliant
Weight for 72 inch (1829 mm) cabinet	180 lb (82 kg)
Weight for 48 inch (1219 mm) cabinet	140 lb (64 kg)
Short Circuit Current Rating (SCCR)	
with 30 A contactors*	18 kA
with 60 or 100 A contactors*	25 kA
*Minimum circuit breaker interrupt rating must be greater than or equal to SCCR rating listed above.	

Construction

Control and Monitoring Cabinet

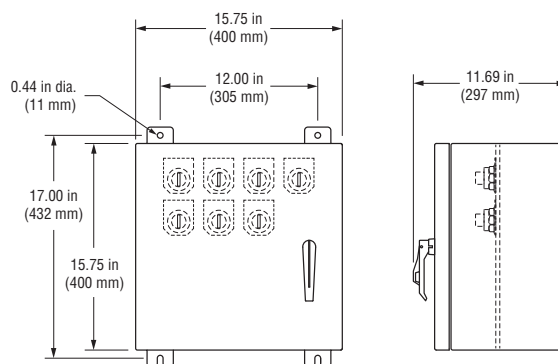
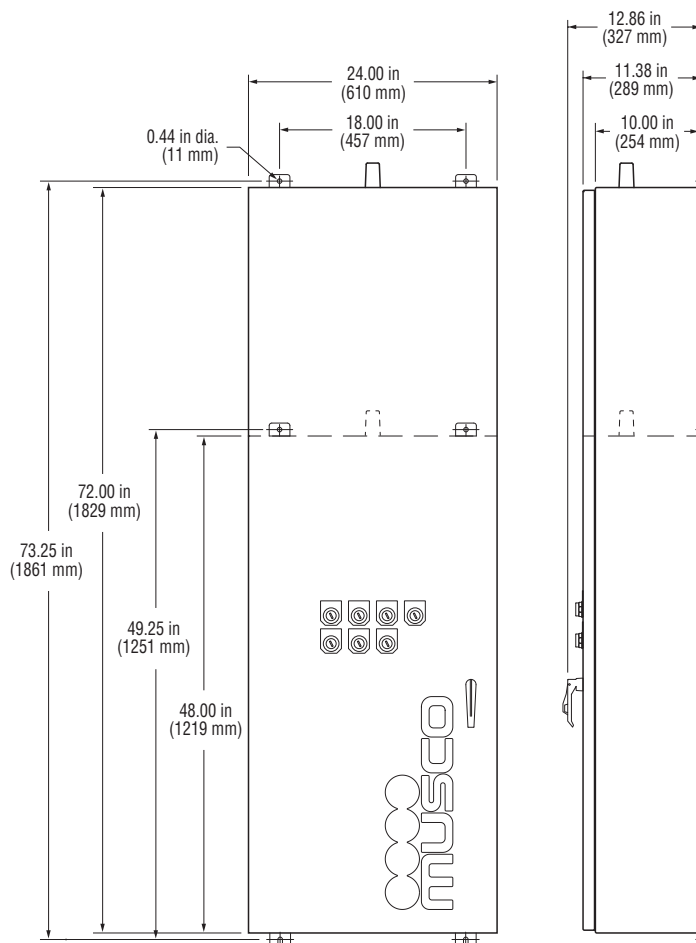
- NEMA type 4 (IP65) cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable, 3-point latch
- Supports lighting system voltage up to 480 V
- Requires 120 V or 230 V phase-to-neutral control voltage
- Protective cover isolates high voltage

On/Off/Auto Manual Switches Cabinet (optional)

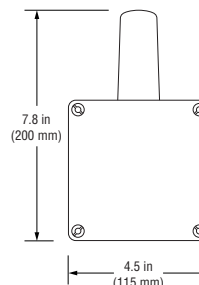
- NEMA type 4 (IP65) cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable door
- Hinged interior panel for switch mounting

Remote Wireless Antenna Cabinet (for wireless communication)

- Cast aluminum with texture gray paint finish
- Omnidirectional antenna
- Operating temperature: -40°C (-40°F) to 85°C to (185°F)
- Frequency: 900 MHz or 2.4 GHz



Manual switches cabinet



Remote wireless antenna cabinet

Internal Details

- Factory wired, programmed, and tested
- Internally fused
- Control power terminal blocks provided
- One control circuit operates entire cabinet
- Plug-in wire harnesses provided to connect multiple cabinets

Control Module

Receives and stores schedules from Control-Link Central™ service center, operates your equipment, and verifies schedules were carried out.

- Executes scheduled on/off or dimming events.
- Stores schedules for up to 7 days
- Reboots automatically and executes current schedule when power is restored, in case of power interruption
- Monitors Musco lighting system and reports issues to keep facilities operating and to help plan routine maintenance. Alerts Control-Link Central service center to schedule appropriate action or maintenance.

Communication Modules

Communication with Control-Link Central is done via an integrated, high speed, cellular connection with no additional monthly charges during the warranty period.

Communication with light poles is done via powerline communication or wireless communication.

- Powerline communication requires a dedicated 20A circuit (lighting circuit distribution panel)
- Wireless communication requires a dedicated antenna to be mounted at least 3 ft above the cellular antenna, and 7 ft total distance away, and line of sight to lighting poles.

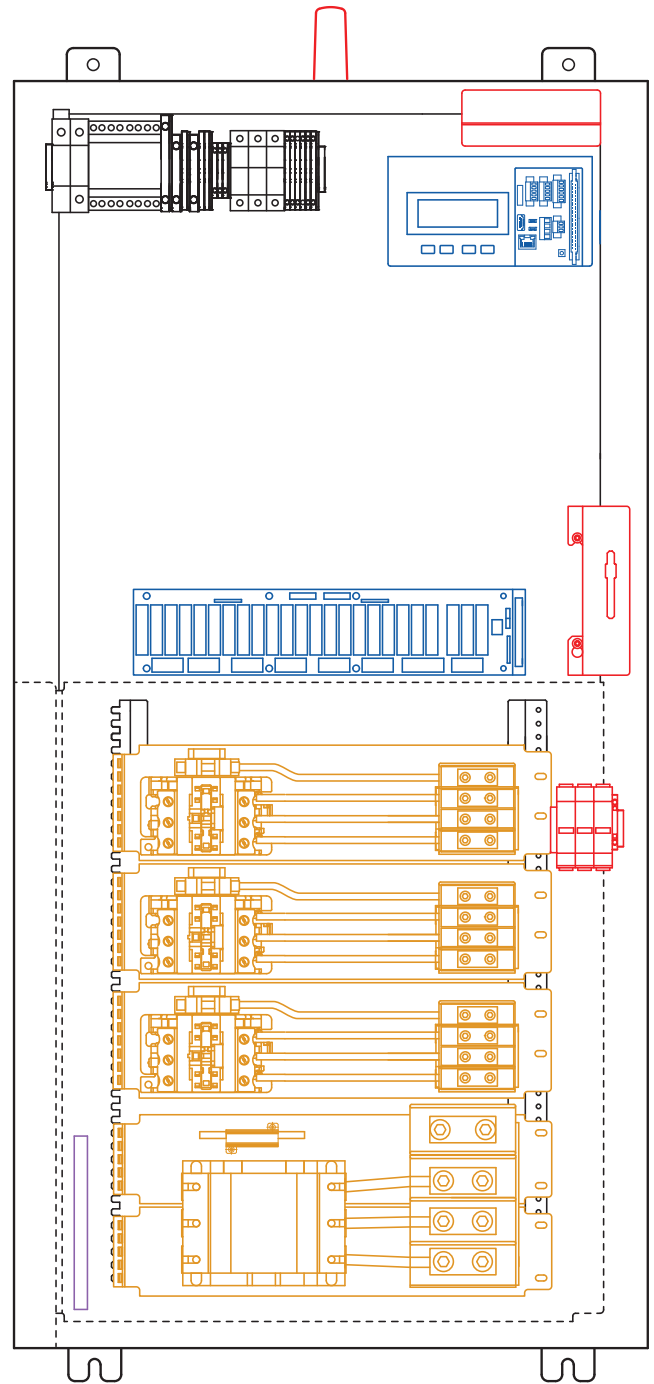
Contactor Modules

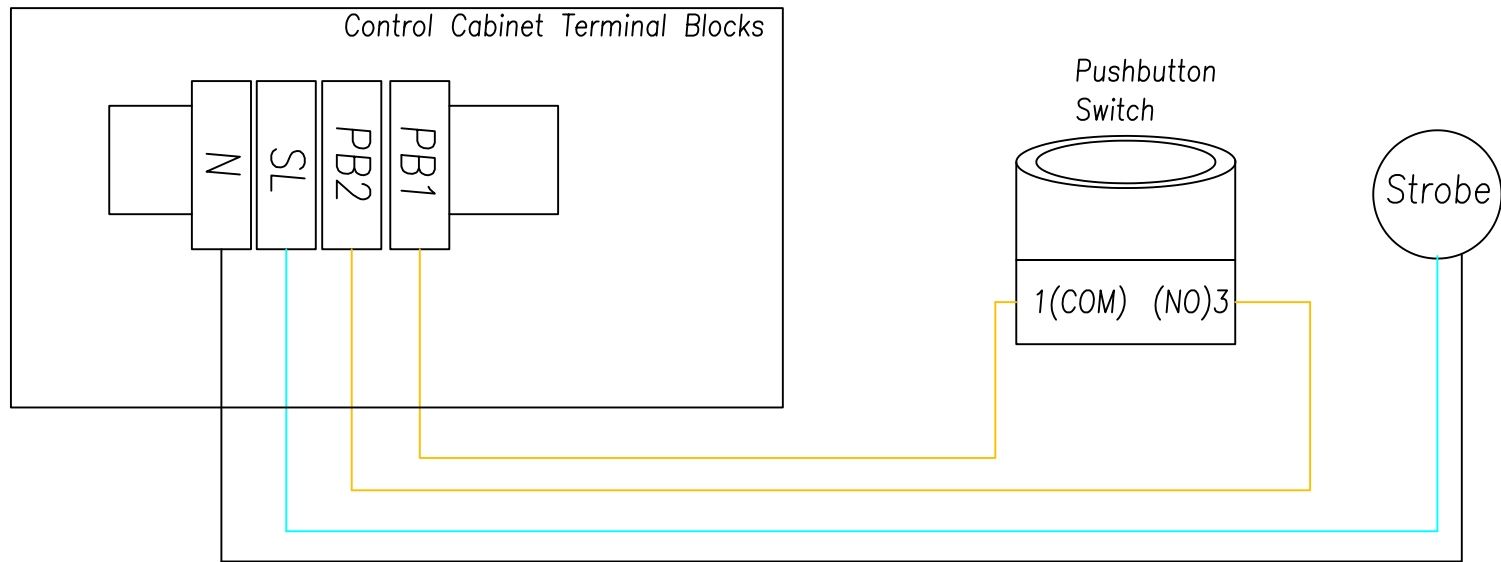
Operates equipment based on control module schedules.

- Compliant with IEC 60947-4-1 for continuous operation at 100% of rated current
- Contactors rated for 30, 60, or 100 amps

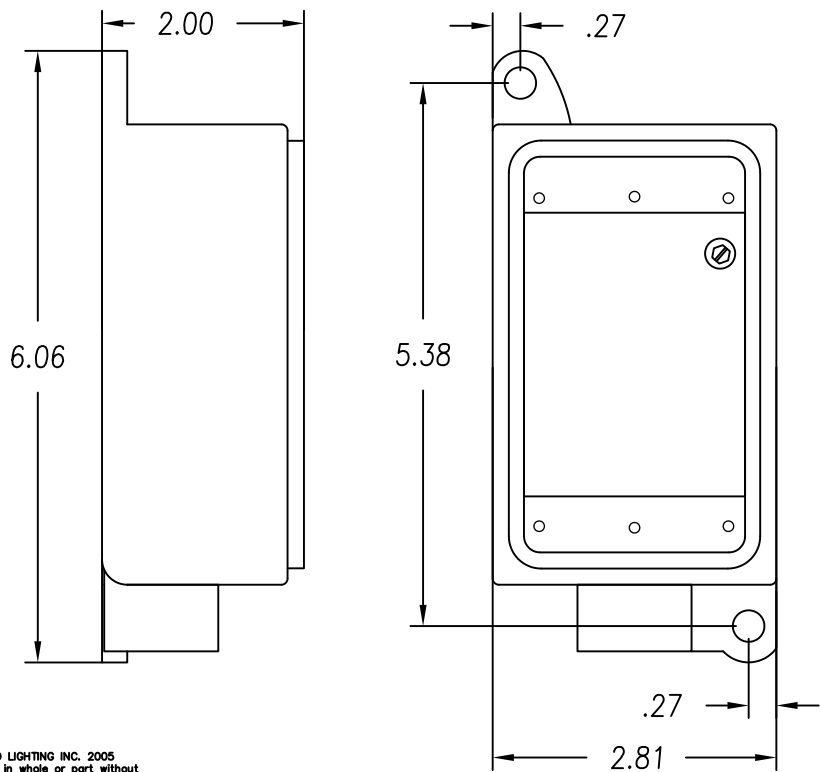
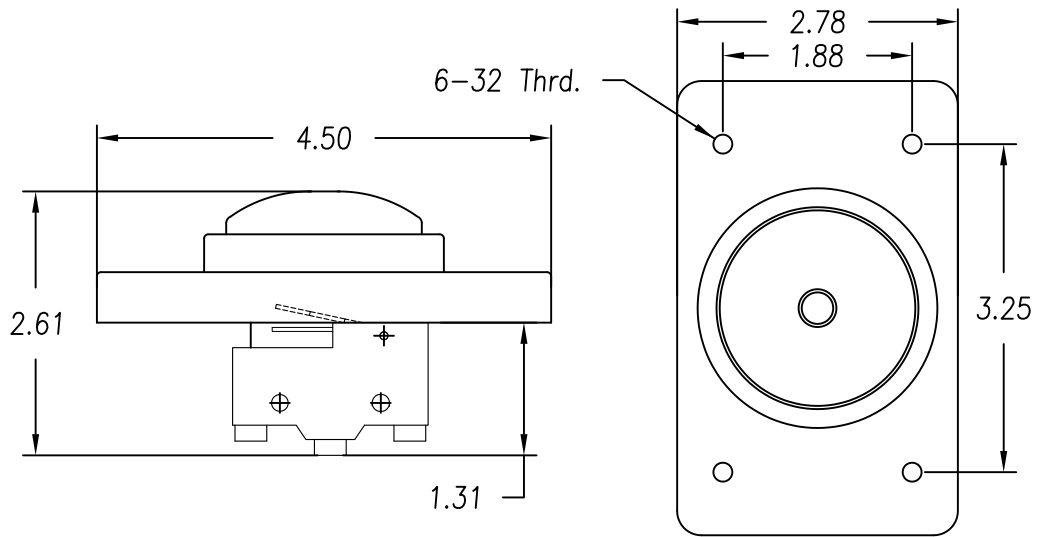
Ground Bar

Provides integral ground bar for lighting equipment grounding.





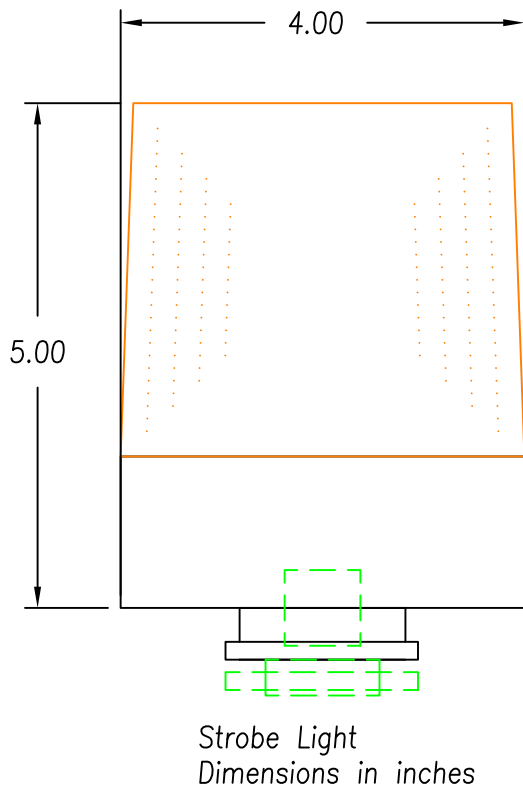
Contractor Wiring
 2 wires for the pushbutton (12 AWG)
 2 wires for the strobe light (12 AWG)



Pushbutton
 Dimensions in inches
 Color: Black bezel and gray housing.
 Silver actuator
 Material: Machined SS actuator.
 Machined AL bezel
 Malleable iron housing
 Contact Current Rating: 15A (125VAC)
 Internal Ground Screw
 Torx Cover Screws (T-10)



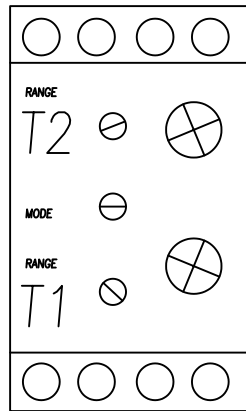
Controller



Color: Amber
 Flash Rate/Minute: 90
 Candlepower Peak: 1,000,000
 Effective Candlepower: 300



Strobe



TIMER SETTINGS:
 -Mode: A
 -T2 (Time setting for Strobe Light)
 -Range: 1M (6 sec to 6 min)
 -Turn dial to 5 (5 min)
 -T1 (Playing Time)
 -Range: 1H (6 min to 6 hr)
 Turn dial to 1 (1 Hr)

MEYERS HUB, 1/2"NPT
 NIPPLE, 1/2"NPT CLOSE

- SEQUENCE OF OPERATION (Control-Link):**
1. The OOA needs to be in the AUTO position. A schedule begins and the REC closes the I/O relay which sends control power to the pushbutton.
 2. The pushbutton is pressed to turn on the lights. The contactors pull in, which also activates the holding circuit. The lights remain ON for the preset amount of time dictated by the timer dial T1 (Bottom Dial).
 3. The timer times out and performs 2 functions.
 - 3.1. Power from the timer is sent to the strobe as a warning that the lights will extinguish in 'X' amount of time (dictated by dial T2 (Top Dial)),
 - 3.2. The timer activates a count down for the circuit to turn off.
 4. If the pushbutton is pressed again, before the strobe turns off, the lights will remain ON for another cycle.
 5. If the pushbutton is NOT pressed again the strobe and lights will extinguish.

Player Activated Strobe
Oskaloosa, IA
 SB Rec Pushbutton Strobe Cutsheet

CORPORATE OFFICE:
 P.O. Box 808
 100 1st Avenue West
 Oskaloosa, Iowa 52577
 800/825-6020

DATE:	BY:	R.L.	REVISIONS:
3/18/10	PRH	A	Added Pushbutton Info

JOB NUMBER:
 DRAWN BY:
P. Hector
 CHECK BY:
 REPRESENTATIVE:
 SCALE:
NS
 DATE:
6/1/09
 DRAWING NUMBER:
 OF SHEETS

Safety: UL Product Certification

UL Product Certification for:

Musco Sports Lighting, LLC
100 1st Ave W
PO Box 808
Oskaloosa, IA 52577
USA



UL Category	Covers	UL Number
High-Intensity Discharge Surface-Mounted Luminaires	- Green Generation™ luminaires and remote ballast assemblies - SportsCluster® and SportsCluster-2® luminaires and remote ballast assemblies - Light-Structure 2™ and Light-Structure System™ luminaires and remote ballast assemblies 1000 W Light-Pak™ and Light-Pak indoor luminaires with Multi-Watt™ control system 1000 W Show-Light™ and Show-Light Green™ luminaires with hooded light actuator system and remote ballast assemblies 2000 W Mirtran™ luminaire - Stadium 2K Fixture™ 2000 W luminaire and Hot Restrike Green™ 2000 W hot restrike luminaire	E33316
Management Equipment, Energy	Lighting control systems for: - Control-Link® control and monitoring system - Control-Link retrofit control system	E139944
Industrial Control Panels	Control panels and enclosures for: - Control-Link® control and monitoring system - Control-Link retrofit control system - Lighting contactor cabinets - Multi-Watt™ control systems	E204954
Emergency Lighting and Power Equipment	Auxiliary Lighting Interface Cabinet (ALIC)	E311491
Luminaire Fittings	Galvanized steel poles 12 ft (3.7 m) or less for: - Poles for Mirtran™ luminaire mounting - Rooftop poles - Special applications	E132445
Luminaire Pole in Excess of 12 ft (3.7 m)	Galvanized steel poles greater than 12 ft (3.7 m) for: - Light-Structure System™ luminaire mounting - Sportspole™ structure or mounting system and special applications	E325078

Safety: UL Product Certification

UL Category	Covers	UL Number
Devices, Scaffolding	Service platforms for: • Light-Structure System™ luminaires and remote ballast assemblies • SportsCluster® System luminaires and remote ballast assemblies	SA7004
Lightning Conductors, Air Terminals, and Fittings	• Light-Structure System™ pole structure concrete base	E337467
Light-Emitting-Diode Surface-Mounted Luminaires	• LED luminaires and driver assemblies • LED auxiliary luminaires	E338094

A copy of the UL Certificate of Compliance is available upon your request.

Manufacturer's Certification of Corrosion Protection for Light-Structure System™ and SportsCluster® Lighting Systems

The following standard corrosion protection is provided on your equipment:

- All exposed components are constructed of corrosion-resistant material and/or coated to protect against corrosion.
- All exposed carbon steel is hot-dip galvanized, meeting ASTM A123 and ISO/EN 1461.
- All exposed aluminum is powder-coated with high-performance polyester or anodized. All exterior reflective inserts are anodized, coated with a clear, high-gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion.
- All exposed hardware and fasteners are stainless steel, passivated, and coated with an aluminum based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Alternately, for hardware in non-stressed applications, an electroless nickel coating meeting ASTM B733 may be used. Pole strapping used to mount certain equipment to light poles is annealed grade 304 stainless steel and passivated.
- Certain structural fasteners are carbon steel, galvanized meeting ASTM A153 and ISO/EN 1461 (for hot-dip galvanizing), or ASTM B695 (for mechanical galvanizing).

This corrosion protection package only applies to equipment manufactured by Musco.

Musco Sports Lighting, LLC



Greg Kubbe
Director of Product Performance

Purchase Agreement

Date: March 18, 2024

Project Name: Wilson Park Pickleball

Project #: 227370

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Jeff Annen Email: jeff.annen@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4081	2. BUYER NAME AND ADDRESS: City of Fayetteville (the "Buyer") 113 West Mountain Street Fayetteville, AR 72701 Attn: Lioneld Jordan Email: mayor@fayetteville-ar.gov Telephone: 479-521-7700
3. OWNER NAME AND ADDRESS: City of Fayetteville 113 West Mountain Street Fayetteville, AR 72701 Attn: Lee Farmer Email: lfarmer@fayetteville-ar.gov Telephone: 479-444-3481	4. SHIPPING NAME AND ADDRESS: Wilson Park 675 North Park Avenue Fayetteville, AR 72701 Attn: Tim Edwards Email: tim@ckingelectric.net Telephone: 479-957-2490
5. WARRANTY CONTACT: City of Fayetteville (the "Buyer") 113 West Mountain Street Fayetteville, AR 72701 Attn: Lee Farmer Email: lfarmer@fayetteville-ar.gov Telephone: 479-444-3481	6. FACILITY NAME AND ADDRESS: Wilson Park 675 North Park Avenue Fayetteville, AR 72701

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 18 – Total Light Control™ TLC-LED-550 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- 2 - 30 ft galvanized steel poles
- 4 - 40 ft galvanized steel poles
- 6 Pre-cast concrete bases with integrated lightning grounding

With Controls

- Player-activated pushbutton control system with strobe to provide timed on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Built to the following specifications:

- Driver input voltage: 240
- Phase to pole: 1 phase
- Structural integrity: based upon IBC, 2021, 110mph, Exposure C
- Light level(s): 30 footcandles

- 8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Confirm pole or luminaire locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.
- Provide labor and equipment for installation of bases & poles.



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www.musco.com • lighting@musco.com

Purchase Agreement

Date: March 18, 2024

Project Name: Wilson Park Pickleball

Project #: 227370

9. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, or phone call; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

No additional Services

11. **CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty")** – Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

- **Warranty service begins:** On the date of product shipment
- **Expiration date:** 25 years from date of shipment
- **Monitoring, maintenance & control services**
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents

12. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$86,607.00 plus applicable taxes is payable as follows.

- \$86,607.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Sourcewell (contract number 041123-MSL)

Price includes delivery, to the address indicated in item #4 of this Agreement. Price does not include sales tax, unloading or installation.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

13. **TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☒ Taxable

☐ Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)



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Purchase Agreement

Date: March 18, 2024

Project Name: Wilson Park Pickleball

Project #: 227370

14. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? ☐ Yes ☒ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

15. DELIVERY – Normal delivery to the shipping address indicated above is 10 to 12 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon delivery by Musco of such Equipment to the shipping location indicated above.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

16. NO RETAINAGE/WARRANTY – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

17. EXCLUSION OF SPECIAL DAMAGES – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

18. LIMITATIONS PERIOD – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose. *John*



Purchase Agreement

Date: March 18, 2024

Project Name: Wilson Park Pickleball

Project #: 227370

- 19. SECURITY AGREEMENT** — In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 20. INSURANCE** — From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
- 21. DEFAULT** — Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 22. REMEDIES UPON DEFAULT** — In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 23. FORCE MAJEURE** — Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 24. EEO COMPLIANCE** — When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
- When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- 25. CONDITIONS OF AGREEMENT**
- a. **APPLICABLE LAW** — This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Arkansas as effective and in force on the date of this Agreement.



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Purchase Agreement

Date: March 18, 2024

Project Name: Wilson Park Pickleball

Project #: 227370

- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.
- e. Buyer's acceptance of this Agreement is limited to acceptance of the express terms of this Agreement and does not include any additional or different terms proposed by the Buyer or any attempt to Buyer to vary the terms and conditions herein contained are expressly rejected and shall be void and of no effect.

CITY OF FAYETTEVILLE

Acceptance

this _____ day of _____, 20____

Signature

Lioneld Jordan, Mayor

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this 19th day of March, 2024

Signature

James M. Hansen, Secretary

Name and Title

Please remember to return all pages of this agreement.



1999, 2023 Musco Sports Lighting, LLC • M-1010-enUS-46

www.musco.com • lighting@musco.com

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MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
SUBJECT: Adoption of Fire Department Strategic Plan

RECOMMENDATION:

Staff recommends City Council approval adopting the Fayetteville Fire Department Strategic Plan.

BACKGROUND:

In order to gain accreditation through the Center for Public Safety Excellence (CPSE), the department must address 261 performance indicators. Each of these performance indicators require a written response along with policies and supporting documentation. Part of this documentation is the development of a Department Strategic Plan.

DISCUSSION:

The Fayetteville Fire Department is committed to continuous improvement. This strategic plan is a result of both internal and external stakeholder's input. Our Fire Department Planning Division has worked tirelessly with the help of command staff to create this well-thought-out plan. The plan will ensure the Fayetteville Fire Department will continue to provide the same high-quality of service to our residents and visitors. The plan allows for the growth and evolution of our services to ensure we meet the challenges of tomorrow. The strategic plan process has yielded the concerns, priorities, and expectations of our internal and external stakeholders. While this strategic plan consists of thoughtful goals to address the input from stakeholders, it is only a plan. The fire service and workforce are dynamic, changes are expected. The intent is that this strategic plan will be our compass for the next five (5) years. Any modifications to this plan will be well justified and documented.

The strategic plan process has provided insight into what our department could be under the continuous improvement model. The Fayetteville Fire Department has a history of committed service to our community. Our Core Values, Just Cause, Mission, and Vision all point to service. Service is our "why". The Fire Department is very thankful for our dedicated fire personnel, our mayor and council members, and our citizens for their continued support of our department. Our department is very thankful for our opportunity to serve you today and into the future.

BUDGET/STAFF IMPACT:

Any costs associated with this plan will be absorbed under each current year's approved Budget and Work Program. Future planning to be developed with collaboration from Fire Department Administration and City Administration.

ATTACHMENTS: SRF (#3), FFD 2024-2029 Strategic Plan (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1904

Adoption of Fire Department Strategic Plan

A RESOLUTION TO APPROVE AND ADOPT THE FAYETTEVILLE FIRE DEPARTMENT STRATEGIC PLAN

WHEREAS, in order to gain accreditation through the Center for Public Safety Excellence, the Fire Department must address 261 performance indicators including the development of a Department Strategic Plan.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and adopts the Fayetteville Fire Department Strategic Plan, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1904

Item ID

4/16/2024

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

Brad Hardin

3/29/2024

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval adopting the Fayetteville Fire Department Strategic Plan.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



FAYETTEVILLE FIRE DEPARTMENT STRATEGIC PLAN 2024-2029



CITY OF
FAYETTEVILLE
ARKANSAS





Fayetteville Fire Department

Strategic Plan 2024 - 2029

Fire Chief Brad Hardin

Authored by Battalion Chief Russell Hulse, Accreditation Manager

Strategic Planning Group

Assistant Chiefs William Watts & Thomas Good

**Battalion Chiefs Jeremy Ashley, Brian Sloat, Braden Flood, Josh Hooten,
Brian Fenton, Lance Selph, Wes Mabry, & Travis Boudrey**

Emergency Manager Shane Wood

IAFF Local 2866 President Jimmy Vinyard

Financial Manager Granville Wynn

Senior Administrative Assistant Lisa Branson

Driver / Operator David Welch, Assistant Accreditation Manager

City of Fayetteville Geographic Information Systems

City of Fayetteville Communications and Marketing Division

IAFF Local 2866

2024

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Message from the Chief

It is my honor and privilege to present the 2024 through 2029 Strategic Plan. The Fayetteville Fire Department is committed to continuous improvement. This strategic plan is a result of both internal and external stakeholder's input. Our Planning Division has worked tirelessly with the help of my command staff to create this well thought out plan. The plan will ensure the Fayetteville Fire Department will continue to provide the same high-quality of service to our residents and visitors. The plan allows for the growth and evolution of our services to ensure we meet the challenges of tomorrow. The strategic plan process has yielded the concerns, priorities, and expectations of our internal and external stakeholders.

While this strategic plan consists of thoughtful goals to address the input from stakeholders, it is only a plan. The fire service and workforce are dynamic, changes are expected. The intent is that this strategic plan will be our compass for the next five (5) years. Any modifications to this plan will be well justified and documented. The strategic plan process has provided insight into what our department could be under the continuous improvement model.

It is important to mention that this is a "plan." The plan is heavily dependent on finances. Should the economy change downward, the timelines will need to be adjusted to stay within the financial constraints. Any additional budgeted costs are contingent on economic conditions at that time. The plan is intended to provide a long-term plan for the Mayor and City Council to ensure the fire department can maintain and improve the level of service provided to the citizens of Fayetteville.

The Fayetteville Fire Department has a history of committed service to our community. Our Core Values, Just Cause, Mission, and Vision all point to service. Service is our "why." In closing I want to thank our dedicated fire personnel, our mayor and council members, and our citizens for their continued support of our department. On behalf of our department, I thank you for our opportunity to serve you today and into the future.

In Service,



Brad Hardin, Fire Chief

Organizational Background



Introduction

The Fayetteville Fire Department (FFD) has been a cornerstone of the Fayetteville, Arkansas community since its establishment in 1869. Over the years, the FFD has evolved from a basic fire suppression agency to a comprehensive all-hazards emergency services agency. This transformation reflects the department's commitment to meeting the community's growing needs, emphasizing public safety, emergency medical services, and disaster response.

Community and Legal Foundations

Fayetteville, incorporated in 1828, is the heart of Northwest Arkansas and has grown significantly in population and infrastructure. The FFD was formally recognized in the early 20th century, with its legal basis rooted in state legislation requiring cities to establish fire departments for public safety. Despite the lack of early documentation, the FFD's formal establishment was officially recognized by city ordinance in 2023, cementing its critical role in the community.

Historical Milestones

The FFD's history is marked by several key milestones demonstrating its growth and adaptation to the changing landscape of fire service and emergency response. From the acquisition of its first horse-drawn fire wagon in the late 19th century to the establishment of the modern training center in 2016, each step has been geared towards enhancing capabilities and ensuring the safety and well-being of Fayetteville's residents.

Modernization and Expansion

The FFD has undertaken a significant modernization initiative in the last two decades, focusing on training, tactics, facilities, and equipment. The department now operates out of nine stations, staffed by 134 uniformed members equipped with state-of-the-art apparatus, rescue, and medical equipment. This modernization is part of the department's continuous effort to provide exemplary service and adapt to the community's evolving needs.

Services and Programs

The FFD are a comprehensive all-hazards emergency services agency. The department provides the following programs: Fire safety and prevention; fire investigation origin, and cause; domestic preparedness, planning, and response; fire suppression; emergency medical services; hazmat and technical rescue; and aircraft rescue firefighting.

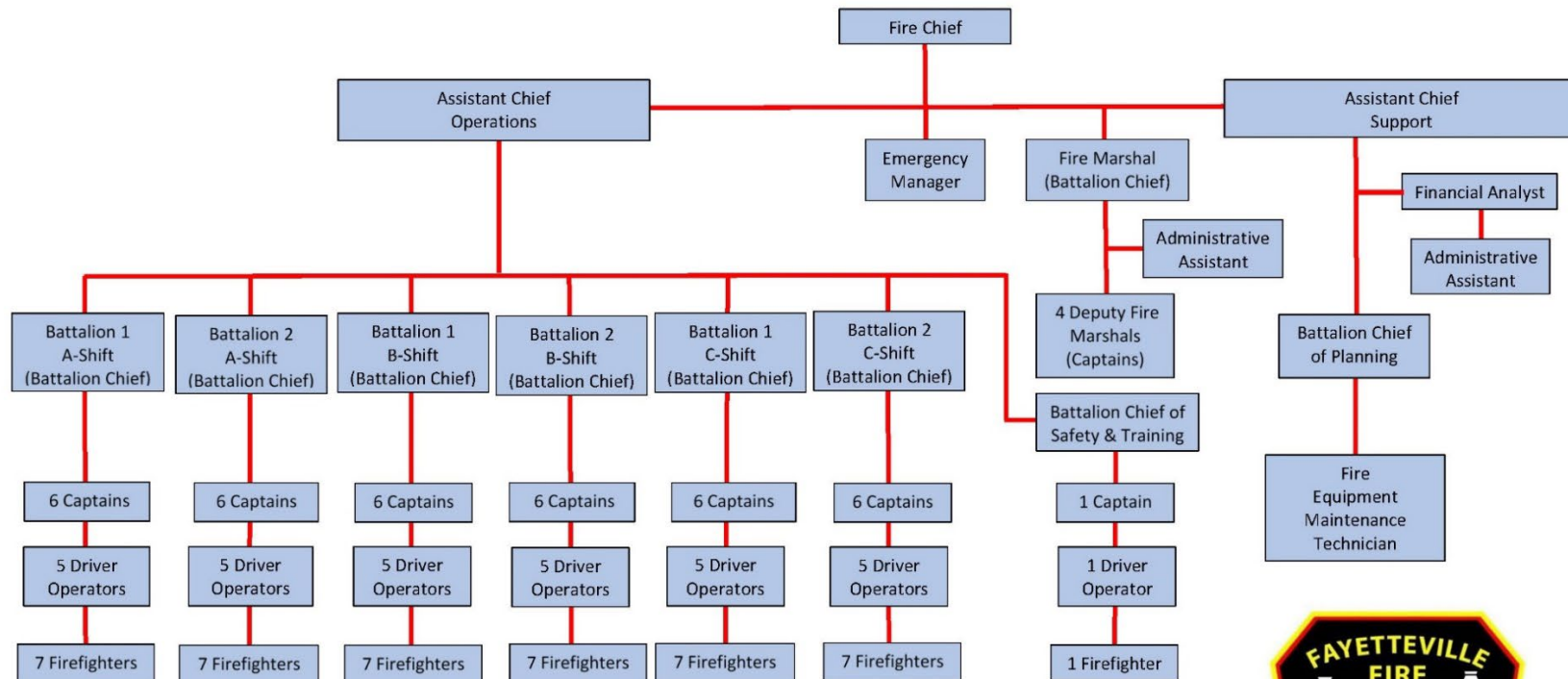
Community Demographics and Geography

Fayetteville's diverse population and unique geographical features present specific challenges and opportunities for emergency response services. The FFD's strategic planning and operations consider the city's demographic changes, terrain, climate, and infrastructure, ensuring readiness and efficiency in all situations.

Conclusion

The Fayetteville Fire Department's rich history and ongoing evolution reflect its unwavering dedication to serving and protecting the community. As Fayetteville continues to grow, the FFD remains at the forefront of innovation and excellence in emergency response, prepared to meet future challenges with the same commitment and resilience that have defined its storied past.

Organizational Chart



Fayetteville Fire Department Organizational Chart 2023



Just Cause, Mission, Vision, & Values

Just Cause, Mission, & Vision Statement

Just Cause: To save lives and property.

Mission Statement: To put other's needs in front of our own to save life and property. What we do is for you.

Vision Statement: Our vision is to ensure our firefighters are trained in the latest firefighting techniques, have the best equipment available, are physically fit, and are physically and mentally intact. By ensuring our firefighters are at their best, we will provide the best quality service possible to our customers.

Core Values

The core values of the Fayetteville Fire Department are Commitment, Courage, & Honor. These values form the foundation of our policies, decisions, and goals.

- Commitment: To serve each other, our families, and our customers.
- Commitment: To advance our purpose through our vision and mission.
- Commitment: To continuously improve ourselves and the department.
- Courage: To do the right thing in the face of adversity.
- Courage: To face our fears.
- Courage: To put the needs of others above our own.
- Honor: To instill and maintain the trust of the community of our members through our actions and commitment to service.
- Honor: To respect the service and sacrifice of the past, present, and future.
- Honor: To have the integrity to do the right thing.

Stakeholder Feedback

Community Feedback

In early 2024, the Fayetteville Fire Department, along with help from the City of Fayetteville Communications and Marketing Department, solicited feedback from the community in the form of a survey. This survey yielded insight into relationships between the department and the community, including satisfaction levels with services provided, ratings on service aspects, service importance, preferred communication methods, community engagement perceptions, and additional comments on services, operations, and strategic planning. Key themes include a positive perception of the department's community engagement efforts, with suggestions for improvement focusing on increased educational outreach and enhanced emergency service responsiveness. Concerns and suggestions highlight areas for potential development. This input was utilized in the creation of the department's goals and objectives, which are outlined later in this document.

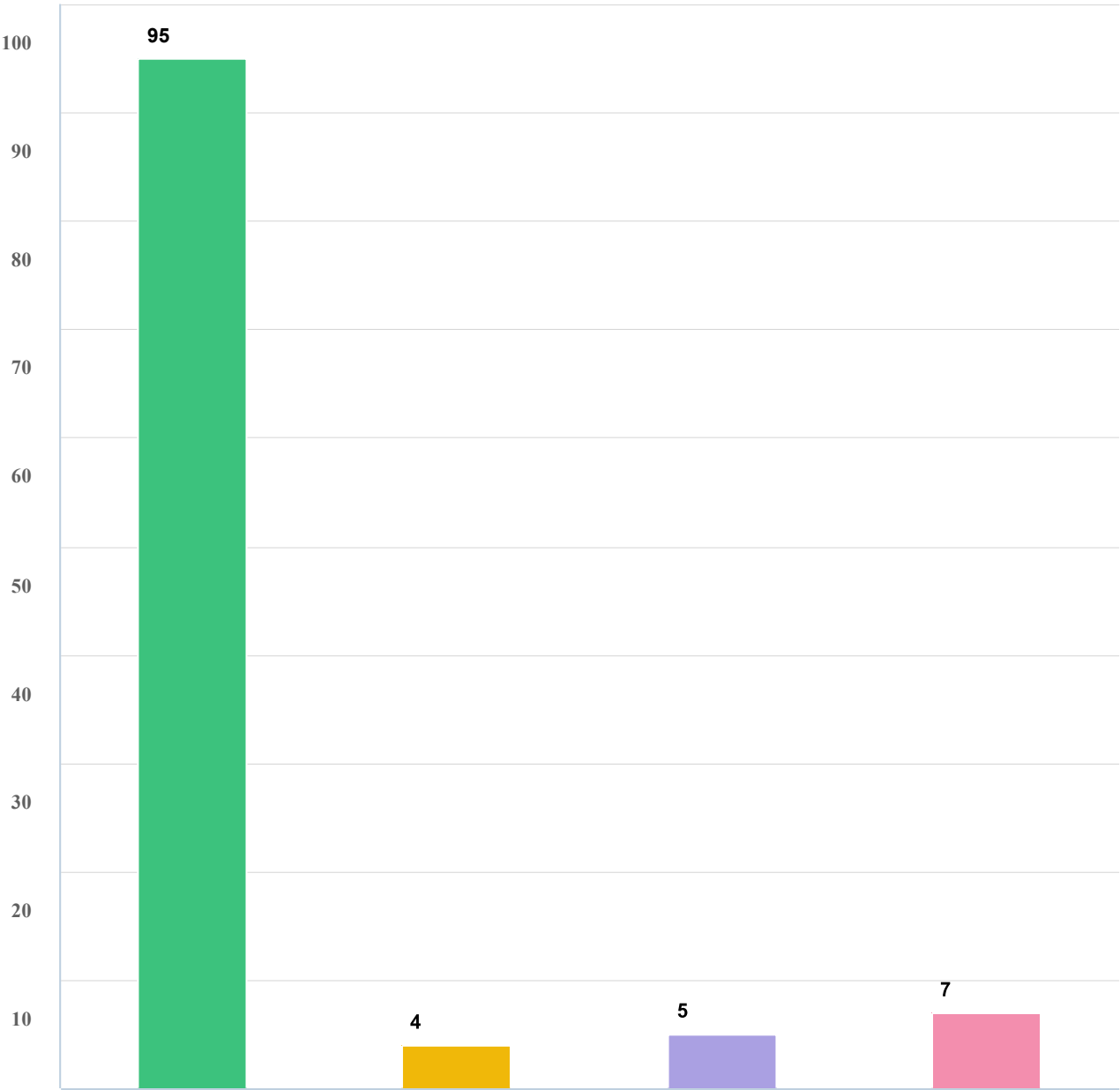
Below is a summary of the external stakeholder’s survey results.

FFD External Stakeholders Survey 2024

104 Responses

Question 1:

What is your relationship with the Fayetteville Fire Department? (Check all that apply)

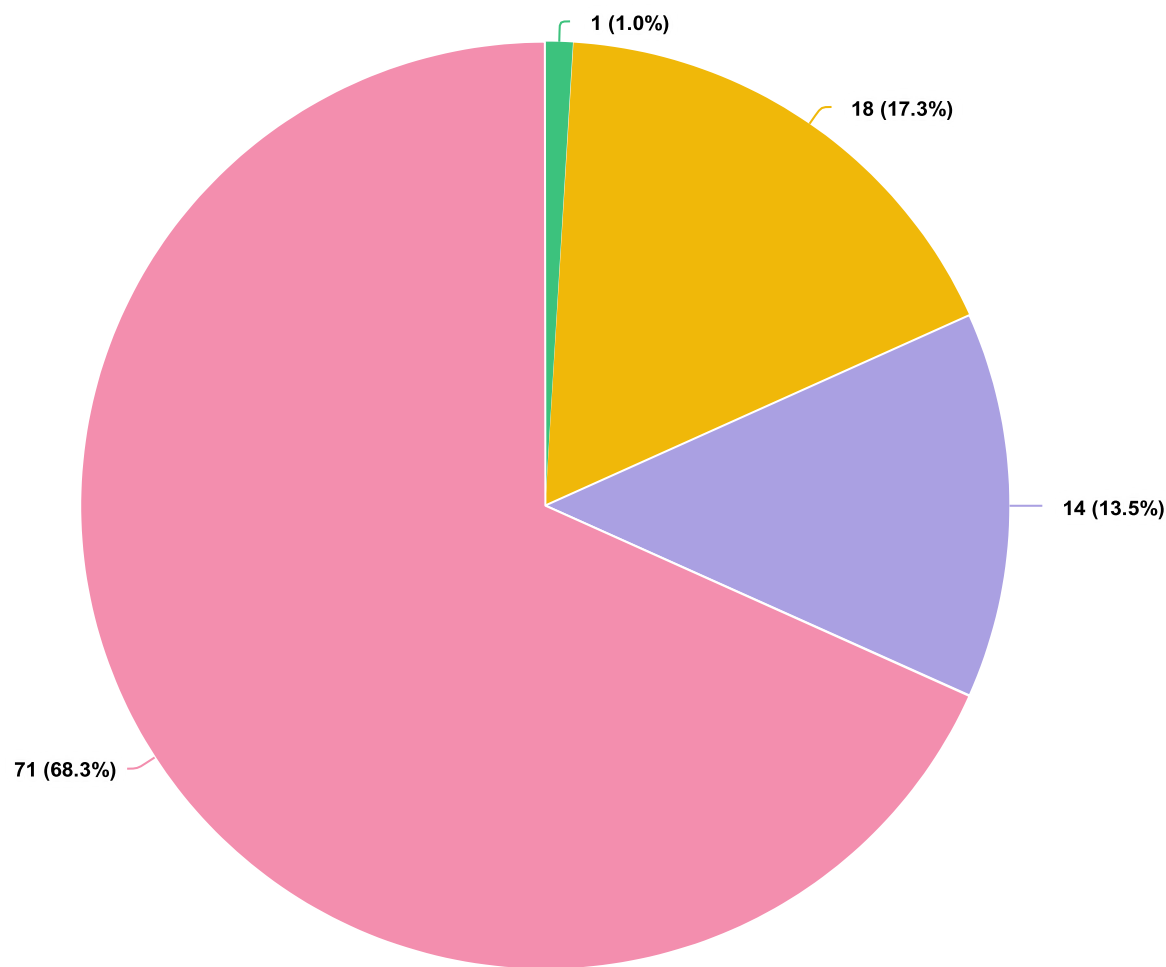


Question options

- Resident
- Business Owner
- Non-profit Organization
- Other (please specify)

Optional question (104 response(s), 0 skipped) Question type: Checkbox Question

Question 2:
How long have you been associated with our community?

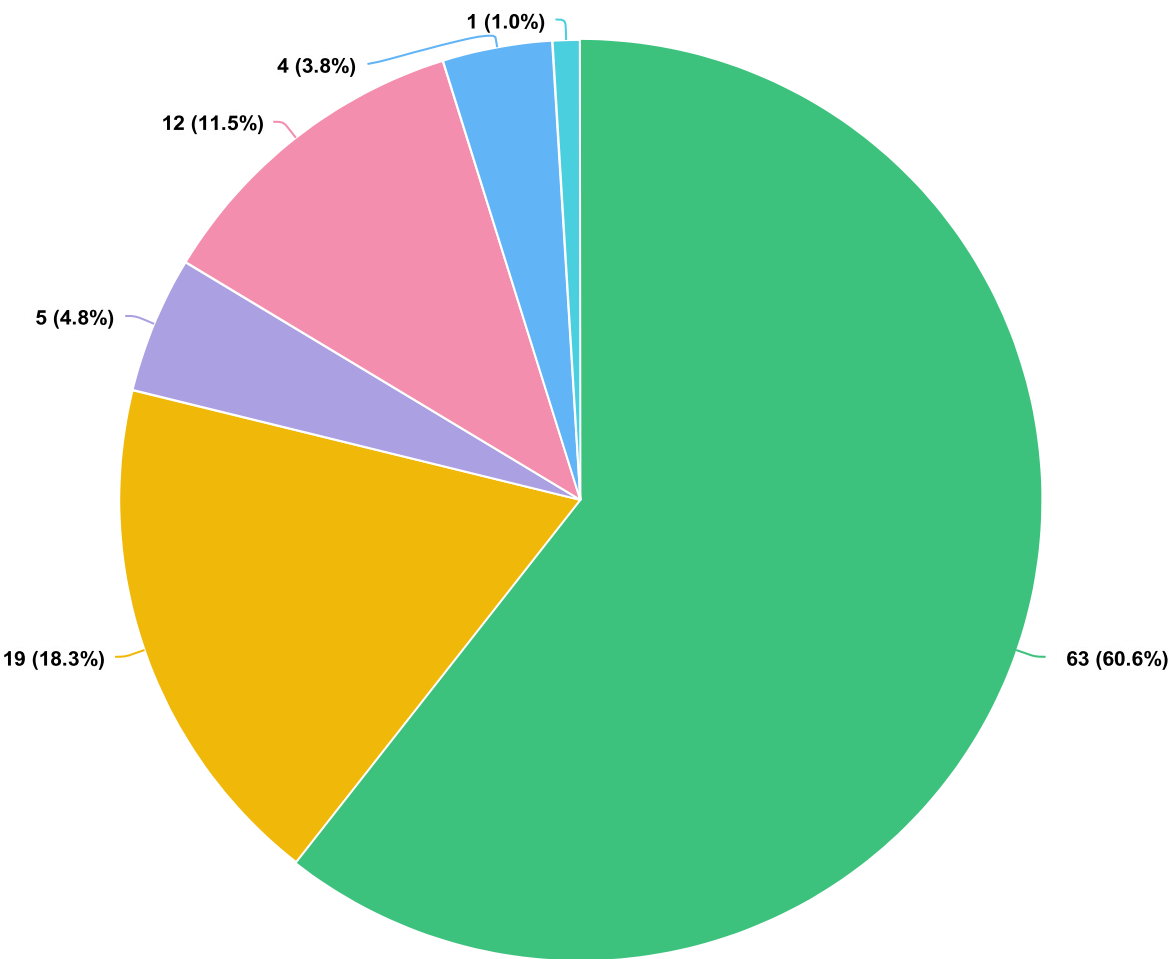


- Question options**
- Less than 1 year
 - 1-5 years
 - 6-10 years
 - More than 10 years

Optional question (104 response(s), 0 skipped) Question
type: Radio Button Question

Question 3:

Overall, how satisfied are you with the services provided by our Fire Department? (If you are unfamiliar with the Fayetteville Fire Department, please check N/A)



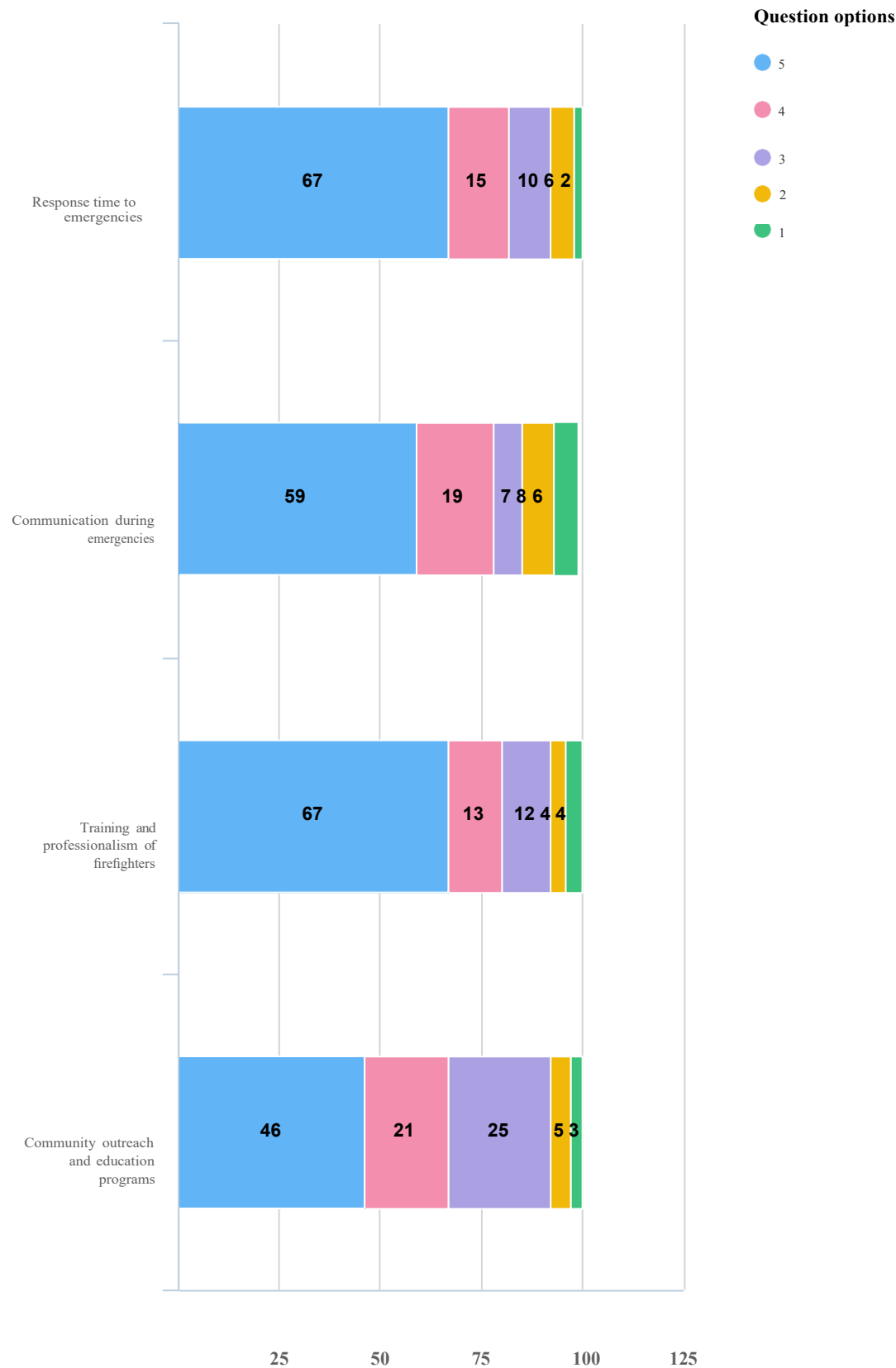
Question options

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- N/A

Optional question (104 response(s), 0 skipped) Question type: Radio Button Question

Question 4:

Please rate the following aspects of our services on a scale of 1 to 5, with 1 being poor and 5 being excellent:



Question 5:

Please rank the following services offered by the Fayetteville Fire Department in order of importance to you, from 1 (most important) through 10 (least important):

OPTIONS	AVG. RANK
Fire Suppression	2.59
Emergency Medical (EMS)	2.87
Rescue	3.57
Hazardous Materials Mitigation	5.45
Training and Education	5.69
Fire Investigation	5.94
Domestic Preparedness (natural and large-scale disasters)	6.41
Public Education	6.87
Airport Rescue and Firefighting	7.06
Community Outreach	7.19

*Optional question (101 response(s), 3 skipped) Question
type: Ranking Question*

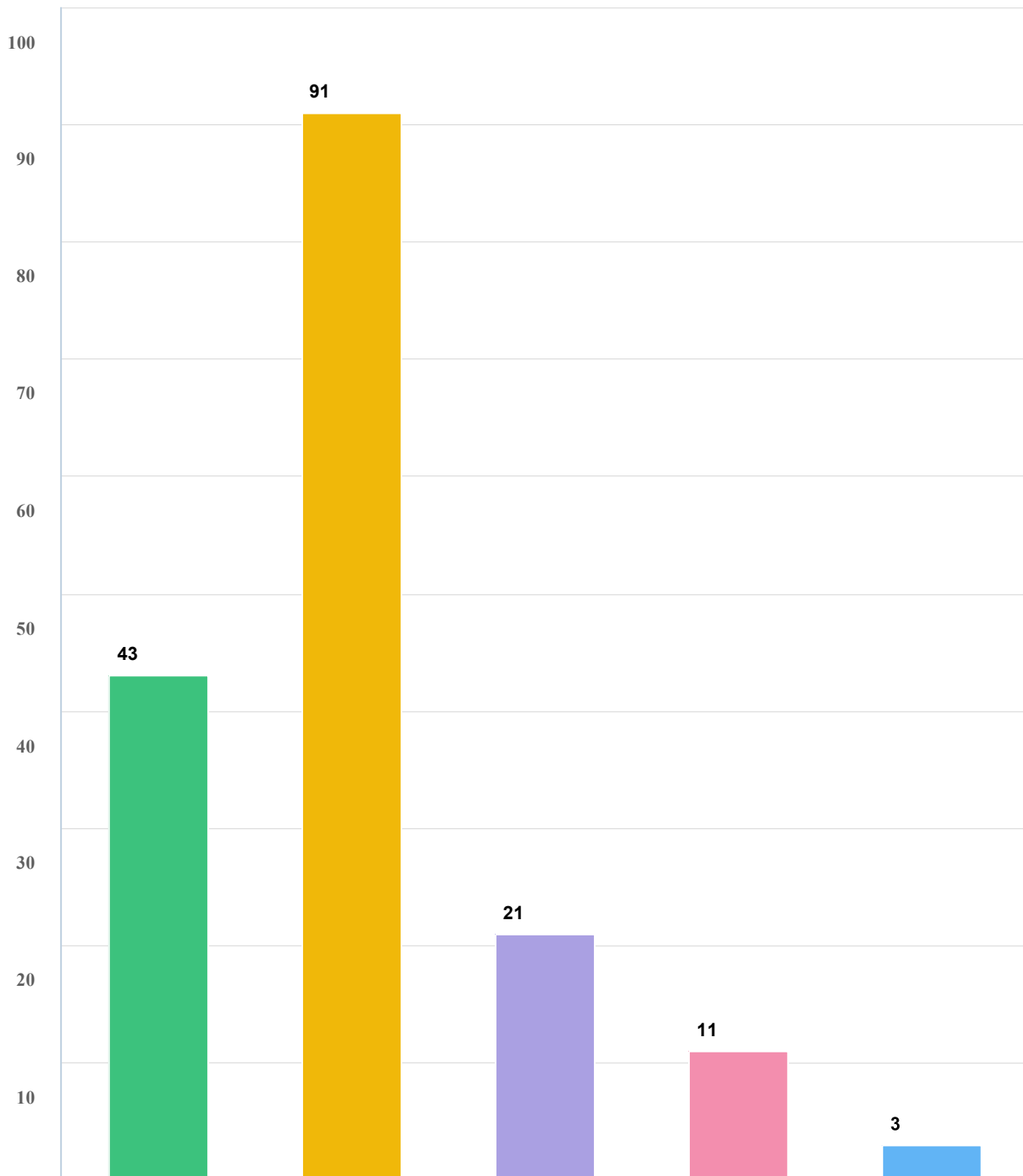
Question 6:

If there is a service offered by the Fayetteville Fire Department not listed above, please specify:

Skipped by all respondents.

Question 7:

How do you prefer to receive information and updates from the Fayetteville Fire Department? (check all that apply)



Question options

☐ Other (please specify) ☐ Community Meetings ☐ Email / Newsletters ☐ Social Media ☐ Website

Optional question (102 response(s), 2 skipped) Question type: Checkbox Question

Question 8:

Do you feel that the Fayetteville Fire Department actively engages with the community? If yes, please provide examples of successful engagement efforts. If not, how can we improve our community engagement?

- 46 respondents believe the Fayetteville Fire Department actively engages with the community, citing various forms of engagement.
- 7 respondents either did not perceive engagement or provided responses that did not affirm active engagement. This includes those who left the response blank or explicitly mentioned not seeing any engagement.

Engagement Activities Mentioned:

- Community Events: Mentioned 8 times, indicating participation in local events as a form of engagement.
- Social Media: Highlighted in 10 responses, showing an active presence and engagement through social media platforms.
- Crawfish Boil: Cited in 2 responses as a specific example of community involvement.
- Visiting Schools: Also mentioned in 2 responses, indicating outreach to educational institutions.

Sample Suggestions for Improvement

- A few responses provided suggestions for improvement, such as more school visits. However, most of the extracted suggestions were either too brief or non-specific, indicating that detailed suggestions for improvement were either not common or not clearly articulated in the responses available.

This summary suggests a generally positive perception of the Fayetteville Fire Department's efforts in community engagement, with social media and community events being the most frequently mentioned avenues. The relatively low number of respondents not perceiving engagement could indicate successful outreach efforts. However, the presence of any such responses suggests there may still be opportunities to broaden or deepen engagement efforts.

While limited in detail, the suggestions for improvement hint at areas where respondents see potential for enhanced engagement, such as increased presence in schools.

Question 9:

Please share any additional comments, suggestions, or concerns you may have regarding the Fayetteville Fire Department's services, operations, or strategic planning.

The analysis of responses to Question 9 reveals several key themes and insights regarding the Fayetteville Fire Department's services, operations, and strategic planning:

Key Themes Identified

- **Advanced Life Support**: Need or desire for advanced life support capabilities within the fire department.
- **Firefighter Mental Health**: Concern for the mental health support and culture within the department.
- **City Infrastructure**: Better planning or integration of city infrastructure with fire department operations is needed.
- **Performance Metrics**: Interest in how the department's performance is measured or shared.

Internal Stakeholder SWOT Analysis

In late 2023, the department conducted a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis to solicit feedback from its internal customers by using a survey. The survey was sent to all department employees, both uniform and civilian. The SWOT analysis evaluated the department's strengths, weaknesses, opportunities, and threats. This input was combined with the results of the external stakeholder's feedback and utilized in creating the department's goals and objectives. Below is a summary of the SWOT analysis.

FFD SWOT Summary

Strengths

1. Equipment/Apparatus:

- Mentioned by multiple respondents as a strength.
- Specific mentions of the training tower, various apparatus (including ladders and quints), and coverage for special events.
- Procurement of new apparatus and equipment is noted positively.

2. Training:

- Emphasized by several respondents.
- Training opportunities are valued, including those related to special operations such as HAZMAT and ARFF.
- The training division is appreciated.

3. Culture:

- Strong culture is highlighted as a significant strength.
- Elements of culture mentioned include servant leadership, teamwork, accountability, ethics, and commitment.
- The importance of a culture that values both citizens and department members is stressed.

4. Communication:

- Communication within the department is valued.
- Transparency and authenticity in communication are highlighted.

5. Customer Service/Public Relations/Community Service:

- Excellence in customer service and public relations is recognized.
- Community outreach efforts are appreciated.

6. Progressiveness/Innovation/Creativity:

- Creativity and innovation within the department are valued.
- Expectation and freedom to grow and learn are highlighted.
- Progressiveness is noted in areas such as specialized disciplines and procurement of new equipment.

7. Union Cooperation:

- Union cooperation is mentioned positively by one respondent.
- Interoperability and cooperation among members are highlighted.

Weaknesses

1. Apparatus Maintenance:

- Maintenance of apparatus is mentioned as a weakness.

2. Single Company Stations:

- The concept of single-company stations is highlighted as a weakness.

3. Preplanning/Hydrants:

- Lack of preplanning and familiarity with hydrants is mentioned as a weakness.
- Consistency in on-shift training between crews is identified as an issue.

4. Recruiting/Retention:

- Recruiting and retaining personnel are identified as areas needing improvement.

5. Communication/Leadership:

- Communication with internal and external stakeholders, including listening to their needs, is highlighted as an area for growth.
- Developing courage of character among department members is identified as important for leadership development.

6. Accountability/Standards:

- Lack of accountability for personal discipline is mentioned.
- Inconsistency in enforcing administrative policies, such as the bid system, is noted as a weakness.

7. Administration:

- Lack of clear and consistent administration goals is mentioned.
- Probationary firefighter development and support are identified as lacking substance.
- Consistency in on-shift training between crews is highlighted as an issue.
- Lack of standards and proficiency expectations for on-shift duties is noted.

Opportunities

1. ALS:

- The opportunity to enhance service by introducing ALS (Advanced Life Support) is noted.
- Suggestions include increasing staffing, utilizing electric bikes, and roving sprint units for EMS and fire responses.

2. Community Service/Outreach:

- Opportunities exist to improve community service and outreach efforts.
- Suggestions include better outreach strategies, such as hiring a civilian or creating a dedicated division for recruitment, retention, and public outreach.

3. Recruitment/Retention:

- There are opportunities to improve recruitment and retention efforts.
- Suggestions include focusing on retaining newer members and fostering a culture of proficiency and pride.

4. Facility Maintenance/Support Personnel:

- Expansion and enhancement of the training facility are seen as opportunities.
- Utilizing additional funding mechanisms for facility maintenance and adding administrative support to meet the department's expanding needs are highlighted.

5. PIO/Social Media Presence:

- Utilizing social media communication tools effectively for community engagement and recruitment is recognized as an opportunity.
- Suggestions include continuing to highlight department accomplishments and enhancing communication with the community.

6. Training:

- Expansion of training facilities and resources is identified as an opportunity.
- This includes incorporating additional funding mechanisms and enhancing stations to meet the department's training needs.

Threats

1. Attacks on LOPFI:

- Constant attacks on the pension program are identified as a threat.
- This suggests potential challenges to firefighter retirement benefits.

2. Economy:

- Economic instability is recognized as a threat.
- The possibility of economic recession, wavering U.S. economy, and declines in sales tax revenue are mentioned.

3. Political Beliefs:

- Division of personnel due to political beliefs is identified as a threat.
- Changes in local political support or leadership could impact department operations.

4. Terrorism:

- The potential threat of terrorism is acknowledged, although the respondent questions the relevance of discussing it locally.

5. Leadership/Political Support:

- Low minimum staffing levels and overstaffing concerns are mentioned as threats.
- Political lack of support from city administration or changes in local political leadership could hinder department support.

6. City Growth/Call Volume:

- City growth and increased call volume are identified as threats.
- The demand for services may outpace the department's ability to effectively manage workload.

7. Natural Disaster:

- The possibility of a natural disaster crippling the economy and burdening existing infrastructure is highlighted as a threat.

8. Retention/Recruiting:

- Changing cultural trends in hiring and retaining newer members are recognized as threats.
- Staffing levels, preparing for emergencies, and implementing strategies to recruit and retain qualified personnel despite cultural shifts.

Strategic Initiatives

Throughout February of 2024, strategic planning sessions were conducted. The strategic planning group consisted of the Fire Chief, two Assistant Chiefs, nine Battalion Chiefs, the President of IAFF Local 2866, the City Emergency Manager, The department Financial Analyst, and the Senior Administrative Assistant. Throughout these sessions, the group reviewed the input from external stakeholders to form a better understanding of their perspective and expectations. The internal stakeholder feedback was reviewed and connected back to the department's just cause mission, vision, and values. The group utilized the feedback to complete a SWOT analysis. The SWOT analysis was utilized to determine critical issues and service gaps. The process resulted in the identification of seven strategic initiatives. The strategic initiatives were utilized to generate the goals and objectives of the following:

- Recruitment and Retention
- EMS
- Health and Safety
- Risk Reduction
- Planning
- Human Resources
- Facilities.

Commitment to the Strategic Plan

The FFD values the process and subsequent Strategic Plan (plan) developed through community and internal stakeholder feedback. In an effort to sustain continuous improvement, the department will review the plan annually and make any updates. The plan was presented to the Mayor and City Council. The plan is adopted by resolution by the city council. Any updates to the strategic plan must be submitted to the council for approval. The plan will be utilized to create and support the operational budget and the capital plan. Utilizing this approach will ensure institutionalization of the plan.

Goals and SMART Objectives

The strategic initiatives identified through the strategic planning process were broken down further into seven goals, including twenty-two SMART objectives. Smart objectives are defined as **S**pecific, **M**easurable, **A**chievable, **R**elevant, and **T**ime-bound.

The group outlined the following goals and objectives.

Goal 1	Enhance existing training programs to improve in the areas of promotion, probation, Information Technology (IT) awareness, and Emergency Medical Service (EMS).	
Objective 1A	Evaluate and enhance promotional training provided to newly promoted Captains, Driver / Operators, and Battalion Chiefs	
Time Frame	12-24 Months	Assigned to: Training Committee
Critical Tasks	• Review current practices. • Research industry standards and practices. • Develop a new promotional training plan based on existing needs and industry standards and practices. • Submit recommendations to the Labor Management Team for approval. • Develop related Administrative Policies and SOGs. • Implement promotional training process. • Review progress biannually. • Revise as needed.	
Objective 1B	Evaluate and enhance the probationary program for new firefighters.	
Time Frame	6-12 Months	Assigned to: Probationary Committee
Critical Tasks	• Review current practices. • Research industry standards and practices. • Develop a new probationary program based on existing needs, industry standards, and practices. • Submit recommendations to the Labor Management Team for approval. • Develop related Administrative Policies and SOGs. • Implement probationary program. • Review progress biannually. • Revise as needed.	

Objective 1C	Evaluate and enhance current information technology awareness and training for all personnel.	
Time Frame	12-24 Months	Assigned to: Training Battalion Chief
Critical Tasks	• Review current practices. • Identify all IT programs used by all personnel. • Research training classes and resources available for existing programs. • Develop rank-specific training plans to increase IT proficiency for all personnel. • Develop related Administrative Policies and SOGs following the Labor Management Team process. • Review progress biannually. • Revise as needed.	
Objective 1D	Enhance current EMS service delivery by phasing in Paramedic certifications.	
Time Frame	60 Months-Ongoing	Assigned to: EMS Committee
Critical Tasks	• Establish an EMS committee through the Labor Management Team. • Assign the committee to review all aspects of adding Paramedic certifications. • Research class/training options for certification. • Conduct a cost analysis. • Develop a multi-year plan to phase in certified personnel. • Present plan to the Labor Management Team. • The Fire Chief will work with the city administration to secure funding. • Implement plan. • Revise as needed.	

Goal 2	Improve emergency services provided to the community by addressing service gaps, increasing call volumes, Emergency Medical Service (EMS), staffing, and dispatch.	
Objective 2A	Enhance EMS service while reducing the workload on existing fire companies by placing BLS response units in service.	
Time Frame	24-36 Months	Assigned to: Assistant Chief of Operations.
Critical Tasks	• Work with Planning BC and GIS to establish the best location for and number of BLS response units. • Work with Labor Management Team to establish minimum staffing levels and ranks for BLS response units. • Determine vehicle type and design. • Establish a needed equipment inventory. • Conduct a cost analysis for added personnel, vehicles, and equipment. • The Fire Chief will work with the city administration to secure funding. • Develop required Administrative Policies and SOGs. • Purchase needed vehicles and equipment. • Hire personnel and place units in service. • Review effectiveness quarterly. • Revise as needed.	
Objective 2B	Address service gaps by evaluating and fine-tuning benchmark times and implementing an improvement plan.	
Time Frame	12-24 Months	Assigned to: Planning Battalion Chief
Critical Tasks	• Conduct turnout time analysis for each fire station. • Conduct an ERF response time analysis. • Use analysis findings to suggest changes to benchmark response times. • Develop an improvement plan. • Present plan to the Labor Management Team. • Develop related Administrative Policies and SOGs. • Implement an improvement plan. • Review response time trends quarterly. • Revise as needed.	

Objective 2C	Develop a plan to enhance dispatch efficiency related to EMS calls for service.	
Time Frame	24-36 Months	Assigned to: EMS Committee
Critical Tasks	• Work with CDC and Central EMS representatives to review current practices. • Review industry standards and practices. • Research solutions implemented by similar agencies. • Develop recommendations. • Present recommendations to the Labor Management Team. • Work with CDC and Central EMS to incorporate recommendations into an improvement plan. • Develop Administrative Policies and SOGs. • Implement Plan • Revise as needed.	
Objective 2D	Evaluate and recommend minimum staffing levels over time to maximize safety and efficiency in service delivery.	
Time Frame	60 Months - Ongoing	Assigned to: Staffing Committee
Critical Tasks	• Evaluate current and future workload needs. • Research industry standards and practices related to minimum staffing. • Develop recommendations for long-term staffing levels. • Develop a recommendation for incremental staffing changes over time. • Present plan to the Labor Management Team. • Conduct a cost analysis. • The Fire Chief will work with the city administration to secure funding. • Implement plan. • Revise as needed.	

Goal 3	Enhance current health and safety program in the areas of occupational safety and cancer prevention.	
Objective 3A	Improve current occupational safety program.	
Time Frame	12-24 Months	Assigned to: Safety Committee
Critical Tasks	• Review current practices. • Research industry standards and practices. • Develop a revised occupational safety plan. • Present the plan to the Labor Management Team for approval. • Develop related Administrative Policies and SOGs. • Implement plan. • Review annually. • Revise as needed.	
Objective 3B	Improve current cancer awareness, detection, and prevention programs.	
Time Frame	12-24 Months	Assigned to: Wellness Committee
Critical Tasks	• Review current practices. • Research industry standards and practices. • Develop a revised cancer awareness, detection, and prevention plan. • Present the plan to the Labor Management Team for approval. • Develop related Administrative Policies and SOGs. • Implement plan. • Review annually. • Revise as needed.	

Goal 4	Improve the fire prevention program through the enhancement of inspections and community outreach.	
Objective 4A	Increase the efficiency of fire inspections.	
Time Frame	12-24 Months.	Assigned to: Fire Marshal
Critical Tasks	• Finalize job descriptions for civilian fire inspectors. • Secure needed vehicles and equipment. • Develop short-term goals for increasing inspection output by adding civilian fire inspectors. • Develop a long-range plan to increase inspection output over time using civilian fire inspectors and company-level inspections. • Hire two civilian fire inspectors. • Implement inspection plan. • Monitor progress quarterly. • Revise as needed.	
Objective 4B	Increase community outreach through the addition of a community outreach position.	
Time Frame	36 Months	Assigned to: Fire Marshal
Critical Tasks	• Work with personnel assigned to public education and the social media committee to establish job duties for a community outreach position. • Create a job description for the community outreach position. • Conduct a cost analysis. • The Fire Chief will work with the city administration to secure funding. • Secure position. • Develop related Administrative Policies and SOGs. • Hire a community outreach person. • Monitor effectiveness quarterly. • Revise as needed.	

Goal 5	Improve community service through continuous improvement by achieving and maintaining international accreditation.	
Objective 5A	Finalize candidate steps and achieve accreditation through the Commission on Fire Accreditation International.	
Time Frame	6 Months	Assigned to: Planning Battalion Chief
Critical Tasks	• Finalize and submit the Community Risk Assessment Standards of Cover manual. • Finalize and submit the Strategic Plan manual. • Finalize and submit the Self-Assessment Documents. • Work with the CFAI peer assessment team before and during the site visit. • Work through recommendations made by the peer team. • Set before the CFAI board for final decision on accreditation.	
Objective 5B	Maintain accreditation through the Commission on Fire Accreditation International.	
Time Frame	Ongoing	Assigned to: Planning Battalion Chief
Critical Tasks	• Continue collecting, analyzing, and reporting on data quarterly and yearly. • Complete and submit annual program appraisals. • Maintain continuing education with the Center for Public Safety Excellence. (CPSE) • Maintain peer assessor status with CPSE and assist with site visits. • Refine methods leading up to the next accreditation cycle.	

Objective 5C	Enhance the continuous improvement process by adding a compliance position.	
Time Frame	12-24 Months.	Assigned to: Planning Battalion Chief
Critical Tasks	• Create a job description for a Compliance Coordinator • Develop a training plan to encompass all training and certifications related to accreditation and compliance. • The Fire Chief will work with the city administration to secure funding. • Interview applicants and fill the position. • Implement training plan with new employee. • Monitor effectiveness quarterly. • Revise as needed.	

Goal 6	Provide the best possible support to our firefighters so they can provide the best quality service possible to our customers.	
Objective 6A	Enhance our ability to maintain equipment by adding an additional equipment maintenance technician.	
Time Frame	12-24 months	Assigned to: Assistant Chief of Support
Critical Tasks	• Review and make needed changes to the existing equipment maintenance technician job description. • Work with existing Equipment Maintenance Technician to develop a training plan to encompass all training and certifications needed. • The Fire Chief will work with the city administration to secure funding. • Interview applicants and fill the position. • Monitor effectiveness quarterly. • Revise as needed.	
Objective 6B	Enhance information technology support for our personnel by adding a dedicated IT specialist within the City IT Department.	
Time Frame	24-36 Months	Assigned to: Assistant Chief of Support
Critical Tasks	• Work with the City IT department to develop a job description. • Work with the City IT department to develop a training plan to encompass all training and certifications needed. • The Fire Chief will work with the city administration to secure funding. • Interview applicants and fill the position. • Monitor effectiveness quarterly. • Revise as needed.	

Objective 6C	Enhance human resource support for our personnel by adding an Administrative Assistant to assist with human resources-related tasks within the fire department.	
Time Frame	36-48 Months	Assigned to: Assistant Chief of Support
Critical Tasks	• Work with the City HR department to develop a job description. • Work with the City HR department to develop a training plan to encompass all training and certifications needed. • The Fire Chief will work with the city administration to secure funding. • Interview applicants and fill the position. • Monitor effectiveness quarterly. • Revise as needed.	
Objective 6D	Enhance current apparatus maintenance support for our personnel by adding an additional Emergency Vehicle Technician (EVT) within the City Fleet Department.	
Time Frame	0-12 Months	Assigned to: Assistant Chief of Support
Critical Tasks	• Work with the City Fleet Department to add additional personnel. • Work with the City Fleet Department to develop a plan to train additional EVTs. The Fire Chief will work with the city administration to secure funding. • Monitor effectiveness quarterly. • Revise as needed.	

Goal 7	To expand our facilities to meet the growing needs of the department in the areas of training, administration, and prevention.	
Objective 7A	Increase efficiency and capabilities of Administration by adding new, additional, and modernized office space.	
Time Frame	60 Months	Assigned to: Assistant Chief of Support
Critical Tasks	• Identify current and future needs for administrative office space. • Identify needs for training and prevention to determine if either could be added to this project. • Conduct a feasibility study for purchasing or constructing a building. • Locate potential options for building or land purchase. • Conduct a cost analysis for selected options. • The Fire Chief will work with the city administration to secure funding. • Work with the building committee to design a new building or remodel a purchased building. • Begin construction. • Move administration into new building.	
Objective 7B	Increase efficiency and capabilities of Prevention by adding new, additional, and modernized office space.	
Time Frame	60 Months	Assigned to: Assistant Chief of Support
Critical Tasks	• Identify current and future needs for fire prevention office space. • Identify needs for training and administration to determine if either could be added to this project. • Conduct a feasibility study for purchasing or constructing a building. • Locate potential options for building or land purchase. • Conduct a cost analysis for selected options. • The Fire Chief will work with the city administration to secure funding. • Work with the building committee to design a new building or remodel a purchased building. • Begin construction. • Move prevention into new building.	

Objective 7C	Increase efficiency and capabilities of Training by adding new, additional, and modernized classroom space.	
Time Frame	60 Months	Assigned to: Assistant Chief of Support
Critical Tasks	• Identify current and future needs for classroom space. • Identify needs for administration and prevention to determine if either could be added to this project. • Conduct a feasibility study for purchasing or constructing a building. • Locate potential options for building or land purchase. • Conduct a cost analysis for selected options. • The Fire Chief will work with the city administration to secure funding. • Work with the building committee to design a new building or remodel a purchased building. • Begin construction. • Occupy and begin operations in new classroom facility.	



MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
SUBJECT: **Fire Department Administrative Policies Approval**

RECOMMENDATION:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Policies.

BACKGROUND:

The Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended and to meet best practices while working through the CFAI accreditation process. Formatting changes are due to a prior change in policy management software.

DISCUSSION:

These are the Policies presented for Council Approval:

Physical Resources

Personal Protective Equipment (PPE)

BUDGET/STAFF IMPACT:

No Budget Impact with these policies.

ATTACHMENTS: SRF & FFD Policies for Approval (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1903

Fire Department Administrative Policies Approval

A RESOLUTION TO APPROVE UPDATES TO FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES

WHEREAS, the Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to meet best practices while working through the Commission on Fire Accreditation International accreditation process.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the following updated Fayetteville Fire Department Administrative policies, copies of which are attached to this Resolution:

Physical Resources
Personal Protective Equipment (PPE)

City of Fayetteville Staff Review Form

2024-1903

Item ID

4/16/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Hardin

3/29/2024

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Policies.

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

\$

-

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Fayetteville Fire Department		
Administrative Policies		
Physical Resources		
Version 3	Created: March 22, 2023	Revised: March 28, 2024
SOG Reference:	118, 122	
CFAI Reference:	Category 6: Physical Resources	



Purpose

The purpose of this policy is to provide information on service life, replacement plans, and a systematic process for the inspection and evaluation of physical resources. ~~daily, quarterly, semi-annually, and annually.~~

Policy

Self-Contained Breathing Apparatus (SCBA)

All FFD owned SCBAs shall be inspected annually. The inspection shall include back frames, hoses/reducers, face mounted regulator, electronics, and bottle. Spare SCBA bottles shall be inspected annually. The bottle inspection will be a visual inspection and hydrostatic date check. All inspection results shall be documented in the current software/program being utilized by the FFD. The current revision of NFPA 1852 shall be utilized for all SCBA related inspections. After January 1, 2025, the current revision of NFPA 1850 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan. SCBA bottles purchased prior to 2022 have a 15 year service life, those purchased from 2022 on have a 30 year service life. Each year, bottles expiring within the next calendar year will be identified and scheduled to be replaced. There is currently no service life applied to the SCBA itself. Replacement will be handled as needed.

SCBA Fill Stations

All SCBA fill stations will have air sampling conducted quarterly in accordance with the current revision of NFPA 1989. Air samples will be tested by an independent accredited laboratory. Fixed breathing air storage cylinders shall be inspected and tested in accordance with the current revision of DOT - Qualification, Maintenance, and use of Cylinders 49 CFR 173.34. All test results will be documented in the current software/program being utilized by the FFD. After January 1, 2025, the current revision of NFPA 1985 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan. There is currently no service life applied to fill stations as long as they pass inspection. -Replacement will be handled as needed.



Fayetteville Fire Department		
Administrative Policies		
Physical Resources		
Version 3	Created: March 22, 2023	Revised: March 28, 2024
SOG Reference:	118, 122	
CFAI Reference:	Category 6: Physical Resources	



SCBA Mask Fit Testing

Annual mask fit testing shall be performed for every member of the FFD that could possibly be tasked with internal firefighting operations. Fit testing will be ~~conducted in~~ conducted annually, or if a department member has a significant change in body weight. For members that are unavailable during testing, makeup tests will be scheduled as soon as possible after they return to duty. The current revision of OSHA - Respiratory Protection Standard 29 CFR 1910.134 & the current revision of NFPA 1404 shall be utilized for fit testing. After January 1, 2025, the current revision of NFPA 1400 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan. All test results will be documented in the current software/program being utilized by the FFD. There is currently no service life applied to SCBA masks. Replacement will be as needed.

Bunker Gear

Inspection of all FFD issued Bunker Gear shall be conducted annually. The inspection results shall be documented in the current software/program being utilized by the FFD. The current revision of NFPA 1851 shall be utilized for inspections. After January 1, 2025, the current revision of NFPA 1850 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan. Service life for bunker gear is 10 years. During annual inspection, bunker gear that is set to expire within the next calendar year will be identified and scheduled for replacement.



Fayetteville Fire Department		
Administrative Policies		
Physical Resources		
Version 3	Created: March 22, 2023	Revised: March 28, 2024
SOG Reference:	118, 122	
CFAI Reference:	Category 6: Physical Resources	



Fire Apparatus, Trailers, & Staff Vehicles

All fire apparatus, trailers, and staff vehicles shall be inspected at their annual Preventative Maintenance (PM) appointment by a member of the Fayetteville Fleet Operations Division. The inspection shall include the following vehicular components: brake system, exhaust system, fuel system, cab condition, exterior components, lighting devices, steering mechanism, windshield, pump panel (if applicable), pump (if applicable), frame, tires, wheels, suspension, engine compartment, drive train and auxiliary equipment (generators, etc.). All fire apparatus and staff vehicles will have annual, semi-annual, and quarterly PM conducted by the Fleet Operations Division on their schedule. All maintenance records will be maintained by the Fleet Operations Division concerning fire apparatus, staff vehicles, and trailers.

Front line and reserve fire apparatus will have daily and weekly function inspections performed by the FFD personnel assigned to the apparatus. Daily and weekly inspection results will be documented in the software/program being utilized by the FFD by the members performing the inspections. The service life for frontline and reserve apparatus is based on usage and cost of maintenance. At 10 years, the apparatus should be replaced and moved to reserve status. for another 5 years. Replacement will be handled as needed.

Tools, Supplies & Small Equipment

Tools and small equipment assigned to front line and reserve fire apparatus will be inspected, tested, or ran during daily and weekly apparatus function inspections by FFD personnel assigned to said apparatus. Daily and weekly tool and equipment inspection results will be documented in the software/program being utilized by the FFD by the members performing the inspections. Any equipment found to be broken or otherwise nonfunctional will be removed from service and a repair ticket will be submitted in the program/software being utilized by the FFD for equipment repair. Tools and small equipment will be replaced as needed.

Consumable supplies (hand sanitizer, rubber gloves, N95 masks, medical supplies, etc.) will be replenished as they are used from the supply locker located at Station 1. All consumables that are removed from the supply locker will be logged into the program/software or method currently being utilized to track consumables usage. Consumables will be replaced as inventory is depleted.



Fayetteville Fire Department		
Administrative Policies		
Physical Resources		
Version 3	Created: March 22, 2023	Revised: March 28, 2024
SOG Reference:	118, 122	
CFAI Reference:	Category 6: Physical Resources	



Facilities

Inspection of all facilities will be conducted yearly by Fayetteville Facilities Management Division on their schedule. Inspection of facilities shall include all areas inside and outside, concealed spaces, HVAC equipment, sprinkler and alarm systems, and appliances. When maintenance issues arise throughout the year, members assigned to the building will coordinate with the Facilities Management Division via the [Facilities Management Work Request Form](#) located on the COFI home page. If it is determined the repair(s) are beyond the scope of the Facilities Management Division an outside contractor will be hired. All records will be maintained by the Facilities Management Division.

Training Props, Equipment, and Tower Inspections/Maintenance

The Fayetteville Fire Department Training Center (FFD-TC) burn tower shall be inspected and certified every 5 years by an outside licensed professional engineer with live fire training structure experience in accordance with the most recent revision of NFPA 1402. After January 1, [2025](#), the current revision of NFPA 1400 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan.

Annually Training Division personnel will conduct an inspection of the FFD-TC. Any major deficiencies, damage, or needed repairs will be recorded in the program/software being utilized by the FFD and turned into the Facilities Management Division via the [Facilities Management Work Request Form](#) located on the COFI home page for repairs. If it is determined the repair(s) are beyond the scope of the Facilities Management Division an outside contractor will be hired.

All fixed burn props that are not attached to the training tower will be inspected annually and their condition recorded and documented in the program/software being utilized by the FFD. Any other training props or tools not listed here will be inspected and function tested before every scheduled training day said prop is to be utilized.



Fayetteville Fire Department		
Administrative Policies		
Personal Protective Equipment (PPE)		
Version 32	Created: June 26, 2023	Revised: July 17, 2023 March 28, 2024
SOG Reference:	208, 209, 210, 211	
CFAI Reference:	11A	

Purpose

The purpose of this policy is to identify and define what Personal Protective Equipment (PPE) is. As well this policy will provide a framework for Standard Operating Guidelines to follow, addressing the purchasing, issuing, use, inspection, cleaning, maintenance, and ultimate destruction/disposal of degraded fire department owned PPE.

Definitions

Bunker Gear (Bunkers)	Bunker Gear, also known as bunkers or turnout gear, is the protective ensemble a fire fighter wears during various emergency operations, including structural firefighting. Bunker Gear consists of a helmet, flash hood, coat, gloves, suspenders, pants, and boots. Ensemble shall be compliant to the current NFPA Standard.
Structural Ensemble	Full bunker gear ensemble plus SCBA, integrated PASS device, and face mask. The full structural ensemble will be worn anytime a firefighter is working in an immediate danger to life and health (IDLH) environment at a structure fire.
Wildland Gear	Wildland gear (Light Gear) is a limited protective light ensemble. Wildland gear consists of a helmet, eye protection (when applicable) coat, pants, boots, appropriate gloves for the task being performed. Light gear may be worn during technical operations, wildland firefighting, automobile extrications/rescues, outside training operations, or other appropriate situations. Wildland gear is not to be worn during interior firefighting operations. Ensemble shall be compliant to the current NFPA Standard.
Swiftwater Gear	Swiftwater gear is a complete PPE ensemble consisting of a helmet, eye protection (when applicable), wet or dry suit, gloves, footwear, personal flotation device (PFD), rescue knife, whistle, and personal locator beacon (PLB). Ensemble shall be compliant to the current NFPA Standard.
Vapor-Protective Ensemble	Vapor-Protective Ensemble (VPE) shall consist of an appropriate helmet, eye protection, appropriate HAZMAT encapsulation suit, appropriate gloves, footwear, and SCBA with facemask. Ensemble shall be compliant to the current NFPA Standard.



Fayetteville Fire Department		
Administrative Policies		
Personal Protective Equipment (PPE)		
Version <u>32</u>	Created: June 26, 2023	Revised: July 17, 2023 <u>March 28, 2024</u>
SOG Reference:	<u>208, 209, 210, 211</u>	
CFAI Reference:	<u>11A</u>	

Liquid Splash Ensemble

A full liquid splash protective ensemble shall consist of adequate head, eye, and airway protection, appropriate liquid splash protection suit, appropriate gloves, and footwear. Ensemble shall be compliant to the current NFPA Standard.

Medical Call Ensemble

All department members are encouraged to exercise their best judgment when responding to an emergency medical call. At a minimum liquid proof non latex exam gloves will be available on all apparatus and should be worn on every medical call and discarded in the appropriate manner after the call is terminated. N95 masks will be available on all apparatus for use.

Hearing Protection

Hearing protection will be provided to all members of the FFD operating in environments where sound levels equal or exceed eighty-five (85) dbA. Hearing protection will meet or exceeds the minimum requirements set forth in 29 Code of Federal Regulations 1910.95, Occupational Noise Exposure and NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, Section 7.21.

Hearing protection will consist of headphones inside fire apparatus that must be worn while members are riding an apparatus. Hearing protection consisting of ear plugs will be provided to all members and should be worn anytime a member is working in an environment outside of an apparatus where sound levels equal or exceed eighty-five (85) dbA.

Eye Protection

Eye Protection shall be provided on every apparatus. Eye protection will conform to 29 Code of Federal Regulations 1910.133, Eye and face protection and NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, Section 7.21.

Other PPE

While this policy lists specific forms of PPE there are numerous forms utilized by department members that are unlisted here. These forms of PPE are typically for day to day operations such as ~~house keeping~~ housekeeping or yard work and do not need to be specifically cited. Department members are expected to use their experience, training, and best judgement when and how these forms of PPE should



Fayetteville Fire Department		
Administrative Policies		
Personal Protective Equipment (PPE)		
Version 32	Created: June 26, 2023	Revised: July 17, 2023 March 28, 2024
SOG Reference:	208, 209, 210, 211	
CFAI Reference:	11A	

be utilized. SOGs and EOGs may detail PPE not cited here.

Policy

Standard Operating Guidelines (SOGs) will be developed and maintained by the Fayetteville Fire Department (FFD) concerning the use of the defined types of PPE. It will be the policy of the FFD to purchase and provide PPE that conforms to the current NFPA standard for each type of ensemble.

The department recognizes that not every situation or every call will require every member to be in full PPE.

- Example: A Driver/Operator will not need to be in a full structural ensemble while working at a pump panel during a structure fire, however, a Safety Officer might need a full ensemble if they are downwind outside of the same burning structure. Department members are expected to rely on their training and best judgment when operating at a scene.
- ANY department member that is entering or working in an IDLH environment will wear the correct full ensemble for the environment they are in.

For further information, reference specific SOGs for each type of PPE.



MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
SUBJECT: **Annual Program Appraisal**

RECOMMENDATION:

Staff is requesting Council approval of a resolution acknowledging that the Fayetteville Fire Department has completed the Annual Program Appraisal and presented to the City Council.

BACKGROUND:

The Commission on Fire Accreditation International (CFAI) has established agency requirements for annual individual program assessment and to be presented to the Authority Having Jurisdiction (AHJ). Each program requires an appraisal to determine operational and administrative effectiveness. The appraisal demonstrates how well the Fayetteville Fire Department has performed. It will use quantitative measures when possible and be written in past tense. The appraisal answers three questions:

1. What is the program doing?
2. How well are we doing?
3. How can we improve?

DISCUSSION:

The Fayetteville Fire Department has conducted a formal and documented annual program appraisal to determine the impacts and effectiveness of the following programs and efforts in risk reduction based on the community assessment, standards of cover and measures for the following programs:

Fire Prevention, Public Education, Fire Investigation, Domestic Preparedness, Fire Suppression, Emergency Medical Services, Technical Rescue, Hazmat, Aircraft Rescue and Firefighting (ARFF), Training, Communications, Wellness and Fitness

BUDGET/STAFF IMPACT:

No Budget Impact with the Annual Program Appraisal

ATTACHMENTS: SRF (#3), Annual Program Appraisal (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1905

Annual Program Appraisal

A RESOLUTION TO ACKNOWLEDGE THAT THE FAYETTEVILLE FIRE DEPARTMENT HAS COMPLETED ITS ANNUAL PROGRAM APPRAISAL AND PRESENTED IT TO THE FAYETTEVILLE CITY COUNCIL

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 the Fayetteville Fire Department has completed its annual program appraisal, a copy of which is attached to this Resolution, and has presented it to the City Council.

City of Fayetteville Staff Review Form

2024-1905

Item ID

4/16/2024

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

Brad Hardin

3/29/2024

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff is requesting Council approval of a resolution acknowledging that the Fayetteville Fire Department has completed the Annual Program Appraisal and presented to the City Council.

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:



Annual Program Appraisal

Fire Prevention

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Jeremy Ashley

Program Description

The Fayetteville Fire Departments fire prevention program exists to protect lives and property and enhance the safety of our residents through fire safety education, building inspections and code compliance assurance based on the adopted Arkansas Fire Prevention Code.

Inputs/Resources

Financial Resources

In 2023, the fire prevention program operated on funds set aside in the Fire Marshals section of the FFD 2023 budget. The Fire Marshal's budget amount was \$1,148,133.00.

Physical Resources

- 1 Building located at 4140 S. School.
- 5 Staff vehicles
- 2 Equipment trailers.

Human Resources

- 1 - Fire Marshal (Battalion Chef)
- 4 - Deputy Fire Marshals (Captains)
- 1 – Administrative Assistant (Civilian)

Essential Resources

- Computers and office equipment
- iPads
- City of Fayetteville GIS Service
- Computer Software
- Mobile and portable radios

Training

All prevention personnel logged 1,431.25 hours of training in 2023.

Outcomes/Impacts

In 2023 the Fire Marshals Office conducted 939 inspections.

The Fire Marshals Office performed 2273 building plan, alarm plan, sprinkler plan and permit reviews.

Upcoming Goals and Objectives

In 2024 the department will add additional staffing to increase the number of inspections conducted in existing buildings. The additional staffing includes two civilian fire code inspectors. We anticipate adding an inspection and tracking software platform to aid in the scheduling and documentation of fire code inspections.



Annual Program Appraisal

Public Education

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Jeremy Ashley

Program Description

The Fayetteville Fire Departments fire prevention program exists to protect lives and property and enhance the safety of our residents through fire safety education, building inspections and code compliance assurance based on the adopted Arkansas Fire Prevention Code.

Inputs/Resources

Financial Resources

In 2023, the fire prevention program operated on funds set aside in the Fire Marshals section of the FFD 2023 budget. The Fire Marshal's budget amount was \$1,148,133.00.

Physical Resources

- 1 Building located at 4140 S. School.
- 5 Staff vehicles
- 2 Equipment trailers.
- 1 Walk through inflatable fire safety house

Human Resources

- 1 - Fire Marshal (Battalion Chief)
- 4 - Deputy Fire Marshals (Captains)
- 1 – Administrative Assistant (Civilian)

Essential Resources

- Computers and office equipment
- iPads
- City of Fayetteville GIS Service
- Computer Software
- Mobile and portable radios

Training

All prevention personnel logged 1,431.25 hours of training in 2023.

Outcomes/Impacts

In 2023 the department's public education program made contact with 16,317 kids and 3,672 adults through our school fire safety program, community outreach programs and public education efforts.

Upcoming Goals and Objectives

In 2024 the department will continue with our public education and community education endeavors. Our goal is to improve the tracking efforts of our public educations so that we can identify and target specific areas of our community and identify population groups that we need to focus on.



Annual Program Appraisal

Fire Investigations

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Jeremy Ashley

Program Description

The Fayetteville Fire Departments fire prevention program exists to protect lives and property and enhance the safety of our residents through fire safety education, building inspections and code compliance assurance based on the adopted Arkansas Fire Prevention Code.

Inputs/Resources

Financial Resources

In 2023, the fire prevention program operated on funds set aside in the Fire Marshals section of the FFD 2023 budget. The Fire Marshal's budget amount was \$1,148,133.00.

Physical Resources

- 1 Building located at 4140 S. School.
- 5 Staff vehicles
- 2 Equipment trailers.

Human Resources

- 1 - Fire Marshal (Battalion Chief)
- 4 - Deputy Fire Marshals (Captains)
- 1 – Administrative Assistant (Civilian)

Essential Resources

- Computers and office equipment
- iPads
- City of Fayetteville GIS Service
- Computer Software
- Mobile and portable radios

Training

All prevention personnel logged 1,431.25 hours of training in 2023.

Outcomes/Impacts

In 2023 the Fire Marshals Office investigated 39 fires to include structure, automotive and vegetation fires for the purpose of identifying the cause and origin of the fires. In addition we investigated 22 fire related incidents that required follow-up to ensure fire code compliance with required fire codes.

Upcoming Goals and Objectives

In February of 2024 the Fire Marshals Office purchased a fire investigation software called Blazestack. Our goal is to use this software to help us identify geographic areas of town that have higher incidences of fires in order to better target our fire prevention efforts in that area.



Annual Program Appraisal

Domestic Preparedness

Date: January 12, 2024

Appraisal period: 2023

Program Manager: Emergency Manager Shane Wood

Program Description

The Fayetteville Fire Department operates under the Washington County Emergency Management plan in the event of a large-scale emergency or natural disaster. The Fayetteville Fire Department works closely with the Emergency Operations Center (EOC) to ensure emergency operations are consistent between the agencies and that the roles and responsibilities are clearly defined and aligned with the ICS (incident command system). and the emergency support functions. The Fayetteville Fire Department has designated representatives assigned to the EOC for activations, training exercises, and planning meetings where these personnel participate in training, evaluation and revising the City of Fayetteville Emergency Operations Plan as needed.

Inputs/Resources

Financial Resources

In 2023 there was no budget line for Domestic Preparedness.

Physical Resources

1 Fire Station 1 located at 303 W. Center

1 Staff vehicle

Human

1 – Emergency Manager (Civilian)

Essential Resources

Computer and office equipment

Computer Software

Mobile and portable radios

Training

All essential personnel will participate in the county emergency management run full-scale exercises.

ICS refresher training annually.

Outcomes/Impacts

In 2023 the process was started to revamp and improve the City of Fayetteville Emergency Operations Plan (EOP) and to create a Continuity of Operations Plan (COOP). Resource tracking using FEMA provided software is a work in progress. 2023 is the first year for the Fayetteville Fire Department and the City of Fayetteville to have a dedicated Emergency Manager. The Emergency Management Division has worked to build relationships and create working goals and alliances with local stakeholders for disaster management, mitigation, and recovery.

Upcoming Goals and Objectives

For 2024 the Fayetteville Fire Department Emergency Management Division plans to complete the COOP and institute the document, citywide. Once the COOP is in place, it will be exercised yearly and reviewed every five years. The City of Fayetteville EOP revision should be completed in 2024. The Emergency Management Division will continue to build and foster relationships with regional stakeholders for Domestic Preparedness and seek out needs for the community to better prepare for disasters.



Annual Program Appraisal

Fire Suppression

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Josh Hooten

Program Description

Citizens and visitors of the city of Fayetteville are provided fire suppression services by the Fayetteville Fire Department (FFD). Civil service employees of the FFD must be certified to the equivalent of Firefighter II, within the first year of employment.

The FFD acts as the primary suppression agency within the city limits. All fire suppression calls within the city will be answered with the appropriate number of apparatus and personnel to mitigate the incident efficiently. All responding apparatus will have a minimum of three personnel.

Inputs/Resources

Financial Resources

In 2023, the Fire Suppression program operated on funds set aside in the Operations section of the FFD 2023 budget. The Operations budget amount was \$16,438,455.00.

Physical Resources

9 Fire Stations

5 Engines

4 Ladders

1 Rescue

2 Command Vehicles

4 Reserve Apparatus

5 Support Apparatus

Human Resources

6 Shift Commanders (Battalion Chief)
6 Safety Officers (Captain)
30 Company Officers (Captain)
30 Driver / Operators
51 Firefighter

Essential Resources

Computers, software, and office equipment
Mobile and portable radios
Central Dispatch Center
Fire Suppression Equipment
City of Fayetteville GIS

Training

FFD personnel logged 10,200 hours of Fire training in 2023.

Outcomes/Impacts

In 2023, FFD responded to 289 Fire calls, 840 Fire Alarms, and 544 public service calls.

Performance Gaps

High-Risk Fire: 3 minutes 18 seconds
Moderate Risk Fire: 0
Low-Risk Fire: 19 seconds

Upcoming Goals and Objectives

The department will continue to complete 100 percent of the required fire suppression training. All new personnel will be certified as Firefighter I & II within the first year of employment. A response time analysis will be conducted to identify variables contributing to performance gaps.



Annual Program Appraisal

Emergency Medical Services

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Wes Mabry

Program Description

Citizens and visitors of the city of Fayetteville are provided non-transport first-response emergency medical services by the Fayetteville Fire Department (FFD). Civil service employees of the FFD must hold a current Emergency Medical Technician (EMT) license within one year of employment.

The FFD acts as a first responder to emergency medical calls involving all types of medical and trauma emergencies. This is accomplished by sending an FFD apparatus with at least three personnel, two of whom must be EMTs, to each emergency call.

Central Emergency Medical Service provides the transport/ALS service to our customers. This is accomplished through a contract with the city of Fayetteville.

Inputs/Resources

Financial Resources

In 2023, the EMS program operated on funds set aside in the Operations section of the FFD 2023 budget. The Operations budget amount was \$16,438,455.00.

Physical Resources

9 Fire Stations
5 Engines
4 Ladders
1 Rescue
2 Command Vehicles
4 Reserve Apparatus
5 Support Apparatus

Human Resources

6 Shift Commanders (Battalion Chief)
6 Safety Officers (Captain)
30 Company Officers (Captain)
30 Driver / Operators
51 Firefighter

Essential Resources

Computers, software, and office equipment
Mobile and portable radios
Central Dispatch Center
Medical Equipment
City of Fayetteville GIS

Training

FFD personnel logged 6,479.25 hours of EMS training in 2023.

Outcomes/Impacts

In 2023, FFD responded to 7,846 EMS calls, and 623 Motor vehicle accidents.

Performance Gaps

High-Risk EMS: 19 seconds.
Moderate Risk EMS: 1 minute 55 seconds.

Upcoming Goals and Objectives

The department will continue to complete 100 percent of the required EMS training. All new personnel will be certified as National Registry EMTs within the first year of employment. A response time analysis will be conducted to identify variables contributing to performance gaps.



Annual Program Appraisal

Technical Rescue.

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Braden Flood

Program Description

The Fayetteville Fire Department Technical Rescue Team operates as part of a regional team available to respond statewide or regionally when requested. It consists of 20 personnel distributed across all three shifts. Specializing in water rescue, rope rescue, trench rescue, confined space rescue, tower rescue, and structural collapse rescue. The SOS Team undergoes rigorous training up to the technician level in each discipline.

Inputs/Resources

Financial Resources

In 2023, the Technical Rescue program operated on funds set aside in the Operations section of the FFD 2023 budget. The Operations budget amount was \$16,438,455.00.

Physical Resources

1 Fire Stations

1 Rescue

Ladder 3, Ladder 4, Ladder 6, and Ladder 7

Boat 1

TRV 4 and TRV 6

Human Resources

20 Personnel trained to a minimum of Operations level

Essential Resources

Computers, software, and office equipment

Mobile and portable radios

Central Dispatch Center

City of Fayetteville GIS

Training

FFD personnel logged 5092 hours of Technical Rescue training in 2023.

Outcomes/Impacts

In 2023, FFD responded to 87 Technical Rescue Calls.

Upcoming Goals and Objectives

The department will continue to complete 100 percent of the required technical rescue training. All members of the team will be certified to the level of Operations. A response time analysis will be conducted to identify variables contributing to performance gaps.



Annual Program Appraisal

Hazardous Materials

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Braden Flood

Program Description

The Fayetteville Fire Department HazMat team operates as part of a regional team available to respond statewide or regionally when requested. It consists of 40 personnel distributed across all three shifts. The team is capable of responding to single or multi-company call for service involving releases of solid, liquid, gas, or radioactive hazards. The FFD was selected by the AR DEM as one of a handful of agencies within the state to respond to WMD/CBRN events.

Inputs/Resources

Financial Resources

In 2023, the EMS program operated on funds set aside in the Operations section of the FFD 2023 budget. The Operations budget amount was \$16,438,455.00.

Physical Resources

1 Fire Stations

1 Engine

1 WMD Sprinter Van

1 Hazmat Box Truck

Human Resources

50 personnel trained to the level of Hazmat Technician.

55 personnel trained to the level of Hazmat Operations.

Essential Resources

Computers, software, and office equipment

Mobile and portable radios

Central Dispatch Center

Hazmat Monitoring Equipment

Hazmat Scene Mitigation Equipment

City of Fayetteville GIS

Training

FFD personnel logged 5,292 hours of Hazmat training in 2023.

Outcomes/Impacts

In 2023, FFD responded to 274 Hazmat / Hazardous Conditions calls.

Upcoming Goals and Objectives

The department will continue to complete 100 percent of the required Hazmat training. All new personnel will be certified to the level of Hazmat Operations within the first year of employment. A response time analysis will be conducted to identify variables contributing to performance gaps.



Annual Program Appraisal

Aircraft Rescue Firefighting (ARFF)

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Assistant Chief Willie Watts

Program Description

Citizens and visitors of the city of Fayetteville are provided by The Fayetteville Fire Department (FFD) a Federal Aviation Administration (FAA) Part 139 aircraft firefighting force. This service is provided on an as needed basis determined by the aircraft size. The FFD has in place (1) National Fire Protection Agency (NFPA) Aircraft Rescue Firefighting (ARFF) unit capable of providing multiple extinguishing agents, and (2) FAA Part 139 certified ARFF firefighters on duty.

Inputs/Resources

Financial Resources

In 2023, the ARFF program was operated on funds in the Operations section of the FFD 2023 budget. The Operations budget amount was \$16,438,455.00.

Physical Resources

1 Fire Station

1 ARFF Apparatus

Human Resources

The program is operated with a total of 27 CFR Part 139 certified firefighters.

7 ARFF Captains

7 ARFF Drivers

13 ARFF Firefighters

Essential Resources

Computers, software, and office equipment

Mobile and portable radios

Training

In 2023 FFD ARFF personnel attended over 40 hours per person of classroom and hands on instruction covering all aspects of Aircraft Rescue and Firefighting. This class was followed up by a simulated aircraft fire and fuel burn. All ARFF certified personnel also attended an 8-hour fuel farm and fuel transport inspection class. Weekly throughout the year ARFF certified personnel conducted an apparatus check and airport familiarization.

Outcomes/Impacts

In 2023, FFD responded to 63 ARFF standbys/incidents and successfully completed the annual Federal Aviation Administration Certification.

Upcoming Goals and Objectives

The department will continue to complete 100 percent of the required ARFF training. The FFD will keep at a minimum 2 ARFF certified personnel on duty. The FFD and Federal Aviation Administration will review the ARFF program each year to accomplish the yearly certification and make modifications as recommended.



Annual Program Appraisal

Training

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Brian Sloat

Program Description

The Fayetteville Fire Department's training program provides training to 10 companies on three shifts. The training program also provides training to the Airport Rescue and Firefighting (ARFF) team and the Special Operations Section (SOS) team. The SOS team is responsible for special rescue incidents as well as all hazardous materials/weapons of mass destruction incidents.

The training program also coordinates the annual renewal/refresher training required for special certifications/licensing. These certifications/licensing include but are not limited to hazardous materials, ARFF, and EMS.

The bulk of the training program is administered in a quarterly fashion. Each quarter live-fire training, company drills, and hands-on EMS training occur on one week each month. Additional classroom EMS training occurs every month of the year.

Inputs/Resources

Financial Resources

In 2023, the training program operated on funds set aside in the Fire Training section of the Department's 2023 budget. Fire Training budget amount was \$506,719.

Physical Resources

- 1- Five story burn building with flashover chamber
- 1- LP gas prop
- 2- Classroom building with exercise facility
- 2- Storage containers with roof
- 3- Enclosed box trailers
- 1- Flat trailer
- 1- Semitrailer for storage and heavy rescue training
- 3- Support vehicle, Truck
- 1- Support vehicle, 15-passenger van

Human

1 Training Chief (Battalion Chief)
1 Training Officer (Captain)
2 Personnel (Driver/Operator and/or Firefighter)

Essential Resources

Computers, software, and office equipment
Mobile and portable radios
Textbooks with curriculum
Consumables: Straw and lumber

Training

Department personnel participated in 39,812 hours of training in 2023. EMS training accounted for 6479 hours of this training. The Department sent various personnel to 41 different courses for certifiable training throughout the region.

Outcomes/Impacts

The training program has ensured that all Department firefighters maintain and advance in basic firefighting skills. The Department's training program is being appraised for its first time in an annual appraisal process.

In 2023 personnel of the department received in-service training on CMC LEVR bailout kits. Personnel became familiar with the kit by video assignments and hands-on training deploying the bailout kit from their bunker gear pocket and rappelling out of a window while on a belay.

All personnel that had recertifications due in 2023 successfully recertified.

Upcoming Goals and Objectives

The department's upcoming objective is to work with the Labor Management Team's Training Committee to develop an evaluation form to be completed following quarterly training activities. This evaluation form would then be used to provide a department-wide lesson-learned training summary. Also, the Training Committee will develop a method of getting documented feedback regarding the quality of training provided.



Annual Program Appraisal

Communications

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Willie Watts

Program Description

The Fayetteville Fire Department Central Dispatch Center (CDC) under the direction of the Fayetteville Police Department provides communication and dispatch services to the Fayetteville Fire Department. This division is a 24-hour operation, which provides emergency and non-emergency call taking and dispatching for police, fire, and City services, as needed. The center is also the primary answering point for the City of Fayetteville's 911 calls, which includes transferring emergency calls to the appropriate agencies. CDC is also responsible for maintaining the City of Fayetteville (COF) Arkansas Wireless Information System (AWIN) radio communication system. The FFD Chief of Operations coordinates with and oversees Fire Dispatch

Inputs/Resources

Financial Resources

In 2023, CDC operated on \$2,434,763.00 dollars set aside in the General Fund under the Central Dispatch Program 1010.260.2600 section of the COF 2023 COF budget.

Physical Resources

Tyler New World Computer Aided Dispatch Software

Motorola P-25 APX mobile and handheld radios

Motorola communication simulcast tower trucking communication system.

Human

CDC has 27 full-time employees.

1-Dispatch Manager

1-Assistant Dispatch Manager

3-Dispatch Shift Supervisors

1-Dispatch Trainer

21-Dispatcher I, II and III's

Essential Resources

Computers, software, office equipment, mobile and portable radios and associated tower sites and communication infrastructure.

Training

In 2023 CDC was able to gain training program curriculum approved and certified through the Association of Public Safety Communication Officials International (APCO) Training Program Certification.

Outcomes/Impacts

During the calendar year 2023, CDC answered 61,270 total calls for service. 47,386 came in via 911 and 13,156 were dispatched as calls for service for the FFD. CDC was able to upgrade their 9-1-1 equipment to a more technologically advanced system with better mapping features and the ability to initiate a two-way SMS Text session. It also gives us the ability to receive other NextGen 9-1-1 services as the wireless carriers begin implementing those services.

Upcoming Goals and Objectives

CDC and the FFD have outlined four objectives for the 2024 year.

1. Meet National Emergency Number Association (NENA) call-answering standard by answering ninety percent (90%) of all 911 calls within fifteen (15) seconds and ninety-five percent (95%) within twenty (20) seconds.
2. Meet National Fire Protection Association (NFPA) standard of processing ninety percent (90%) of fire calls within sixty-four (64) seconds and ninety-five percent (95%) within one hundred six (106) seconds.
3. Complete Quality Assurance each month to ensure proper call coding and handling.
4. Implement Live 911 software which allows responders real time access to 911 calls.



Annual Program Appraisal

Wellness and Fitness

Date: January 9, 2024

Appraisal period: 2023

Program Manager: Battalion Chief Brian Sloat

Program Description

The Fayetteville Fire Department provides a comprehensive wellness program. The Department provides annual medical and physical fitness evaluations along with a Peer Fitness Team. Every staffed-station as well as the training center is equipped with physical fitness equipment, which is available to personnel on- or off-duty. According to policy personnel that are on duty they are allowed 90 minutes to work out each 24-hour shift for shift personnel and 60 minutes for each 8-hour workday for staff personnel.

In addition to the physical component of the department wellness program, the department provides multiple options for confidential employee assistance programs and a Peer Support Team.

Inputs/Resources

Financial Resources

In 2023, the Wellness and Fitness program operated on funds in the Operations section of the FFD 2023 budget. The Operations budget amount is \$16,438,455.00.

Physical Resources

One Classroom building with exercise facility.

Exercise facilities in 9 fire stations and the fire marshal's office.

2- Storage containers with roof

Human

1 Training Chief (Battalion Chief)

1 Training Officer (Captain)

2 Personnel (Driver/Operator and/or Firefighter)

12 Peer Fitness Members

8 Peer Support Members

Essential Resources

Physical Fitness Equipment

- Strength Equipment
- Cardio Equipment

Physical Fitness Evaluation tools

Training

Wellness fitness training for 2023 consisted of various e-mails publicizing voluntary on-line behavioral health training offered by the Department EAP provider. Also, a new social media account was established to encourage physical fitness. This social media account posts workouts that can be completed with equipment at the station or with minimal equipment while away from the station.

Outcomes/Impacts

In 2023 the Wellness and Fitness program has begun reformatting with direction from the Wellness Fitness (WFI) committee of the Labor Management Team (LMT). The reformatting is going to more closely follow the IAFF-IAFC WFI. This reformatting of the Wellness and Fitness program began just as the fitness evaluations were beginning in July 2023. The Wellness Fitness Committee came to a consensus and submitted a recommendation to the LMT. The LMT approval of the fitness evaluation occurred in December.

Upcoming Goals and Objectives

The Wellness and Fitness program will complete fitness evaluations on all uniformed personnel. The program will evaluate the medical physicals and confirm that the provided physicals are being provided in accordance with NFPA 1582 and the WFI.

Fayetteville Fire Department Low Risk Fire - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes: 100, 130, 134, 138, 140, 141, 142, 143, 150, 151, 152, 153, 154, 155, 160, 161, 162, 163, 164, 170, 171, 172, 173, 210, 211, 212, 213, 220, 221, 222, 223, 231, 240, 241, 242, 243, 244, 251, 480, 481, 482									
Low Risk Fire - 90th Percentile Times - Baseline Performance				Benchmark (Target)	2021 -2023	2023	2022	2021	
Alarm Handling	Call Handling			1:00	1:06	1:00	1:22	0:56	
Turnout Time	Turnout Time			1:20	2:08	2:07	2:10	2:09	
Travel Time	Travel Time	1st Unit	Distribution	4:00	5:24	4:54	5:55	5:24	
	Travel Time	ERF	Concentration	4:00	5:24	4:54	5:55	5:24	
Total Response Time	Total Response Time 1st Unit on Scene			5:20	6:59	6:38	7:00	7:20	
					n=346	n=109	n=119	n=118	
	Total Response Time ERF			5:20	6:59	6:38	7:00	7:20	
	Concentration				n=346	n=109	n=119	n=118	

Fayetteville Fire Department Moderate Risk Fire - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes 114, 115, 116, 117, 131, 132, 133, 136, 137									
Moderate Risk Fire - 90th Percentile Times - Baseline Performance			Benchmark (Target)	2021 -2023	2023	2022	2021		
Alarm Handling	Call Handling		1:00	1:01	1:00	1:14	0:50		
Turnout Time	Turnout Time 1st Unit		1:20	1:25	1:32	1:18	1:27		
Travel Time	Travel Time 1st Unit	Distribution	4:00	5:05	5:29	4:51	4:56		
	Travel Time ERF	Concentration	8:00	6:44	6:28	5:15	8:31		
Total Response Time	Total Response Time 1st Unit on Scene		5:20	6:23	6:57	6:03	6:10		
				n=105	n=39	n=36	n=30		
	Total Response Time ERF		9:20	8:32	8:12	6:59	10:25		
				n=105	n=39	n=36	n=30		

Fayetteville Fire Department High Risk Fire - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes: 111, 112, 113, 118, 120, 121, 122, 123									
Hig Risk Fire - 90th Percentile Times - Baseline Performance			Benchmark (Target)	2021 -2023	2023	2022	2021		
Alarm Handling	Call Handling		1:00	0:59	0:55	1:01	1:01		
Turnout Time	Turnout Time	1st Unit	1:20	2:06	2:32	1:46	2:01		
Travel Time	Travel Time	1st Unit	4:00	4:14	4:10	3:38	4:55		
	Travel Time	ERF	10:00	10:27	9:55	10:49	10:38		
Total Response Time									
	Total Response Time 1st Unit on Scene		5:20	6:05	6:11	5:18	6:48		
	Distribution			n=272	n=89	n=94	n=89		
	Total Response Time ERF		11:20	13:03	13:03	12:33	13:33		
	Concentration			n=272	n=89	n=94	n=89		

Fayetteville Fire Department
Low Risk EMS - 90th Percentile Times - Baseline Performance
Gap Chart

NFIRS Codes: 300, 311, 320, 321

Low Risk EMS - 90th Percentile Times - Baseline Performance		Benchmark (Target)	2021 -2023	2023	2022	2021
Alarm Handling	Call Handling	1:00	1:04	1:04	1:17	0:51
Turnout Time	Turnout Time	1:00	2:11	2:05	2:10	2:20
Travel Time	Travel Time 1st Unit	4:00	6:14	6:16	6:12	6:14
	Travel Time ERF	4:00	4:21	6:16	6:12	6:14
Total Response Time	Total Response Time 1st Unit on Scene					
		5:00	7:52	7:48	7:45	8:03
			n=12048	n=3688	n=4010	n=4350
	Distribution					
Total Response Time	Total Response Time ERF					
		5:00	7:52	7:48	7:45	8:03
			n=12048	n=3688	n=4010	n=4350
	Concentration					

Fayetteville Fire Department
High Risk EMS - 90th Percentile Times - Baseline Performance
Gap Chart

NFIRS Codes: 322,323,324										
High EMS - 90th Percentile Times - Baseline Performance					Benchmark (Target)	2021 -2023	2023	2022	2021	
Alarm Handling	Call Handling				1:00	2:28	3:33	2:26	1:26	
Turnout Time	Turnout Time				1:00	1:49	1:58	1:35	1:56	
Travel Time	Travel Time	Distribution			4:00	5:04	4:52	5:17	5:05	
	Travel Time	Concentration			6:00	6:16	6:15	6:15	6:18	
Total Response Time	Total Response Time 1st Unit on Scene				Distribution	5:00	6:26	6:07	6:32	6:41
							n=1741	n=571	n=580	n=590
	Total Response Time ERF				Concentration	7:00	7:52	7:36	7:55	8:05
							n=1741	n=571	n=580	n=590

Fayetteville Fire Department Low Risk Rescue - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes: 331, 340, 342, 343, 353, 360, 370, 371, 372, 381									
Low Risk Rescue - 90th Percentile Times - Baseline Performance			Benchmark (Target)	2021 -2023	2023	2022	2021		
Alarm Handling	Call Handling		1:00	1:14	1:12	1:33	0:59		
Turnout Time	Turnout Time 1st Unit		1:20	2:01	1:20	2:35	2:09		
Travel Time	Travel Time	1st Unit	4:00	7:08	10:37	6:15	4:34		
	Travel Time	ERF	4:00	7:08	10:37	6:15	4:34		
Total Response Time	Total Response Time 1st Unit on Scene		5:20	8:31	11:28	7:36	6:29		
				n=49	n=6	n=26	n=17		
	Total Response Time ERF		5:20	8:31	11:28	7:36	6:29		
	Concentration			n=49	n=6	n=26	n=17		

Fayetteville Fire Department
Moderate Risk Rescue - 90th Percentile Times - Baseline Performance
Gap Chart

NFIRS Codes 114, 115, 116, 117, 131, 132, 133, 136, 137									
Moderate Risk Rescue - 90th Percentile Times - Baseline Performance					Benchmark (Target)	2021 -2023	2023	2022	2021
Alarm Handling	Call Handling				1:00	1:41	2:31	1:19	1:13
Turnout Time	Turnout Time		1st Unit		1:20	1:42	1:23	1:48	1:57
	Travel Time		1st Unit		4:00	6:02	5:36	7:25	5:07
Travel Time	Travel Time		ERF		8:00	13:31	13:33	6:54	20:08
Total Response Time	Total Response Time 1st Unit on Scene				5:20	7:57	8:04	8:20	7:27
						n=24	n=8	n=8	n=8
Total Response Time	Total Response Time ERF				9:20	15:58	16:37	9:01	22:18
						n=24	n=8	n=8	n=8

Fayetteville Fire Department High Risk Rescue - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes: 351, 352, 355, 363									
High Risk Rescue - 90th Percentile Times - Baseline Performance				Benchmark (Target)	2021 -2023	2023	2022	2021	
Alarm Handling	Call Handling			1:00	1:00	1:07	1:05	0:50	
Turnout Time	Turnout Time 1st Unit			1:20	1:31	1:30	1:28	1:37	
Travel Time	Travel Time	1st Unit	Distribution	4:00	4:32	4:22	4:41	4:35	
	Travel Time	ERF	Concentration	10:00	8:10	7:16	7:55	9:21	
Total Response Time	Total Response Time 1st Unit on Scene			5:20	6:02	7:16	5:25	5:26	
					n=68	n=18	n=25	n=25	
	Total Response Time ERF			11:20	9:38	8:57	8:49	11:08	
	Concentration				n=68	n=18	n=25	n=25	

Fayetteville Fire Department Low Risk Hazmat - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes: 400, 410, 413, 443, 460									
Low Risk Hazmat - 90th Percentile Times - Baseline Performance			Benchmark (Target)	2021 -2023	2023	2022	2021		
Alarm Handling	Call Handling		1:00	2:35	3:41	3:33	0:32		
Turnout Time	Turnout Time	1st Unit	1:20	3:07	1:43	4:25	3:13		
Travel Time	Travel Time	1st Unit	4:00	6:32	10:51	2:25	6:20		
	Travel Time	ERF	4:00	6:32	10:51	2:25	6:20		
Total Response Time	Total Response Time 1st Unit on Scene		5:20	9:02	12:32	4:48	9:47		
				n=12	n=5	n=3	n=4		
	Distribution								
Total Response Time	Total Response Time ERF		5:20	9:02	12:32	4:48	9:47		
				n=12	n=5	n=3	n=4		
	Concentration								

Fayetteville Fire Department Moderate Risk Hazmat - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes: 411, 412, 440, 441, 442, 444, 445									
Moderate Risk Hazmat - 90th Percentile Times - Baseline Performance				Benchmark (Target)	2021 -2023	2023	2022	2021	
Alarm Handling	Call Handling			1:00	0:55	1:08	0:55	0:43	
Turnout Time	Turnout Time	1st Unit		1:20	1:52	1:59	1:41	1:58	
Travel Time	Travel Time	1st Unit	Distribution	4:00	4:06	4:09	3:56	4:15	
	Travel Time	ERF	Concentration	8:00	6:58	7:08	5:06	8:41	
Total Response Time	Total Response Time 1st Unit on Scene			5:20	5:52	6:10	5:29	5:59	
					n=209	n=70	n=62	n=77	
	Distribution								
Total Response Time	Total Response Time ERF			9:20	8:45	9:00	7:30	9:46	
					n=209	n=70	n=62	n=77	
	Concentration								

Fayetteville Fire Department High Risk Hazmat - 90th Percentile Times - Baseline Performance Gap Chart									
NFIRS Codes: 420, 421, 422, 423, 424, 430, 431, 451									
High Risk Hazmat - 90th Percentile Times - Baseline Performance			Benchmark (Target)	2021 -2023	2023	2022	2021		
Alarm Handling	Call Handling		1:00	0:43	1:07	0:32	0:32		
Turnout Time	Turnout Time	1st Unit	1:20	1:26	1:35	0:02	2:42		
Travel Time	Travel Time	1st Unit	4:00	5:12	4:32	4:20	6:46		
	Travel Time	ERF	10:00	14:26	13:47	15:36	13:55		
Total Response Time	Total Response Time 1st Unit on Scene		5:20	7:12	6:07	7:19	8:12		
				n=9	n=4	n=1	n=4		
	Distribution								
Total Response Time	Total Response Time ERF		11:20	33:03	27:58	27:40	43:31		
				n=9	n=4	n=1	n=4		
	Concentration								

Fayetteville Fire Department
Low Risk ARFF - 90th Percentile Times - Baseline Performance
Gap Chart

NFIRS Code: 462

Low Risk ARFF - 90th Percentile Times - Baseline Performance		Benchmark (Target)	2021 -2023	2023	2022	2021
Alarm Handling	Pick-up to Dispatch	1:00	0:08	0:01	0:01	0:22
Turnout Time	Turnout Time 1st Unit	1:20	2:15	1:51	2:12	2:41
Travel Time	Travel Time 1st Unit	4:00	10:53	6:49	12:41	13:10
	Travel Time ERF	4:00	10:53	6:49	12:41	13:10
Total Response Time	Total Response Time 1st Unit on Scene	Distribution	12:40	11:36	15:23	11:01
			n=198	n=64	n=56	n=78
Total Response Time	Total Response Time ERF	Concentration	12:40	11:36	15:23	11:01
			n=198	n=64	n=56	n=78



MEETING OF APRIL 16, 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: Legislation Text - Ord -FAYETTEVILLE W&S RLF 2024 - Bond Ordinance (04/04/2024) (#2), Fayetteville W&S RLF 2024 - Bond Purchase Agreement (04-05-2024) (#3), Previous Versions of Ordinance (#4), Previous Version of Bond Purchase Agreement (#5), \$85 Million Bond Memo (#6)

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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 PLANNING, DESIGNING, 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 the planning, design, acquisition, construction and equipping of certain improvements to the System, including, specifically, the planning, design, acquisition, engineering, construction and equipping of a 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 planning, design, 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. The Servicing Fee only shall be payable monthly commencing on the 1st day of the month following the issuance of the Bond and continuing on the 1st day of each month thereafter through and including April 1, 2027. 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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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 Finance Director 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 Finance Director 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 Finance Director.

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 dates as principal hereof.

The Servicing Fee only shall be payable monthly commencing on the 1st day of the month following the issuance of the Bond and continuing on the 1st day of each month thereafter through and including April 1, 2027. 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 Finance Director or his or her designee 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 planning, designing, acquiring, engineering, constructing and equipping a 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 Finance Director by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the Commission to the Finance Director 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 Finance Director) 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 Finance Director.

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 Finance Director
	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) 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 the 1st day of the month following the issuance of the Bond and continuing on the 1st day of each month thereafter until the Bond is paid in full 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 reaches an 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.

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 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 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 Finance Director or his 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 Finance Director or his 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 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 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, City Clerk and Finance Director, 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, City Clerk and Finance Director 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)

BOND PURCHASE AGREEMENT

_____, 2024

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701
Attention: Mayor

Ladies and Gentlemen:

Certain terms used in this Bond Purchase Agreement are defined as follows:

Issuer:	City of Fayetteville, Arkansas
Principal Amount:	\$85,000,000 (See Exhibit B)
Interest Rate:	0.00% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Servicing Fee:	0.75% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Administrative Fee:	\$ -0-
Bond:	City of Fayetteville, Arkansas Water and Sewer System Revenue Bond, Series 2024
Bond Counsel:	Kutak Rock LLP
Bond Ordinance:	Ordinance No. _____ of the Issuer, adopted on _____, 2024, under which the Bond is to be issued and secured
Rate Ordinance:	Ordinance No. 6681 of the Issuer adopted on September 19, 2023, pursuant to which water rates and sewer rates are levied and water revenues and sewer revenues are collected
Security:	Revenues (“System Revenues”) of the Issuer’s combined water and sewer system (the “System”)
Closing:	10:00 a.m., prevailing local time, on _____, 2024, or at such other time or on such later date as is mutually agreed upon, at the offices of Bond Counsel in Little Rock, Arkansas

Disbursement Cut Off Date:

April 1, 2027

Authorizing

Legislation:

Amendment 65 to the Constitution of the State of Arkansas and Arkansas Code Annotated §14-164-401 *et seq.*, §14-234-201 *et seq.* and §14-235-201 *et seq.*

The Arkansas Natural Resources Commission (the “Commission”) and the Arkansas Development Finance Authority (the “Authority”) hereby offer to enter into this Bond Purchase Agreement (the “Agreement”) with you (the “Issuer”) for the purchase by the Authority from moneys in the Drinking Water State Revolving Loan Fund Account, created by Arkansas Code Annotated §15-22-1102, as the same may be amended from time to time, including the Drinking Water Loan Account being held in connection with the Authority’s Revolving Loan Fund Revenue Bonds (the “Revolving Loan Fund”), and the sale by you of the Bond of the Issuer more particularly described below. Upon approval by you and by the execution of the acceptance hereof by the Mayor of the Issuer, this Agreement shall be in full force and effect in accordance with its terms and shall be valid, binding and enforceable upon the Issuer, the Commission and the Authority.

Further terms of this Agreement are:

1. Upon the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Authority the entire Principal Amount of the Bond to be issued under and secured by the Bond Ordinance.

2. The Bond is being issued for the purpose of financing a portion of the cost of planning, design and construction of a 48-inch water transmission line from the Beaver Water District to the water system component of the Issuer’s combined water and sewer system (the “System”), together with related improvements, as described in the facilities plan furnished by the Issuer to and concurred with by the Commission (the “Project”), paying or reimbursing costs incidental thereto, and paying approved expenses incurred in connection with the issuance of the Bond, all as set forth in Exhibit B hereto.

3. The Bond and Servicing Fee shall be secured by a pledge of and payable from revenues of the System (the “System Revenues”). Rates for usage of the System (the “Rates”) have been levied and the System Revenues are collected pursuant to the Rate Ordinance.

4. The Bond shall be dated the date of the Closing. The Bond shall be authorized in an amount up to the Principal Amount identified above, and shall bear interest at the Interest Rate identified above. Principal and interest shall be amortized in accordance with the schedule set forth on Exhibit A attached hereto (which is based upon monthly repayment of principal and interest commencing one month following the Disbursement Cut Off Date and a 20-year amortization), and the Issuer shall pay to the Authority on or before the first business day of each month, commencing May 1, 2027, an amount equal to the next installment of interest and principal due on the Bond, as shown in Exhibit A, to and including April 1, 2047. In addition to

the payment of principal and interest on the Bond, the Issuer shall be obligated to pay the Servicing Fee to the Authority. The Servicing Fee shall be payable on the first day of the month after the Bond is issued and on the first day of each month thereafter through the Disbursement Cut Off Date and continuing thereafter on the same dates shown in Exhibit A. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the Bond. The Issuer agrees that any delay in completion of the Project beyond the Disbursement Cut Off Date shall not result in any extension of the date on which principal and interest payments are to be made on the Bond. The Bond shall be subject to redemption prior to maturity, shall be payable, and shall be as otherwise described in the Bond Ordinance. Interest on the Bond shall not be excludable from gross income for federal income tax purposes.

5. The Issuer recognizes that the Authority and the Commission shall be under no obligation to provide any funds to the Issuer other than the proceeds of the Bond. If, for any reason, the Issuer does not utilize the entire Bond proceeds, then in such event the Principal Amount of the Bond will be reduced to the amount actually withdrawn. Any reduction of the Bond pursuant to this provision shall result in pro rata reductions of the remaining installments of principal so that the weighted average life of the Bond immediately following any such reduction shall be substantially equal to the weighted average life of the Bond immediately prior to such reduction. The Authority agrees to accept, or cause the registered owner of the Bond to accept, a new Bond from the Issuer reflecting the revised payment schedule.

6. Subject to the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase the Bond from the Issuer in installments from time to time from moneys in the Revolving Loan Fund in an amount up to the Principal Amount, and the Issuer hereby agrees to sell the Bond to the Authority at a price of one hundred percent (100%) of the Principal Amount of the Bond purchased from time to time. The purchase price of the Bond shall be paid in a series of advances in accordance with the provisions of paragraph 7. The initial advance of the purchase price of the Bond shall take place at the Closing. At the Closing, the Issuer will deliver, or cause to be delivered, to the Authority a single typewritten bond, duly executed and authenticated, together with the other documents herein required, and the Authority will accept delivery and make the initial advance of the purchase price of the Bond by wire transfer of immediately available funds or by certified or official bank cashier's check as directed by the Issuer. If the Closing and the initial advance do not occur within 180 days from the date hereof, then the Authority's obligation to purchase the Bond is terminated.

7. So long as the Issuer is in compliance with the terms and provisions of this Agreement and the Bond Ordinance and the representations and warranties of the Issuer made herein remain true and correct, the Authority agrees to make, and the Commission agrees to approve, advances of the purchase price of the Bond ("Disbursements") from moneys in the Revolving Loan Fund as follows:

- (a) Disbursements shall only be made based upon actual work completed;
- (b) The Issuer may request reimbursement for costs not more often than monthly, provided, however, during the Project performance period requests for reimbursement shall be limited to quarterly;

(c) Disbursements shall be made for costs incurred prior to the Disbursement Cut Off Date, and no Disbursement shall be made following the Disbursement Cut Off Date;

(d) Disbursements shall be made for eligible work called for in the engineering services contract and in the plans and specifications approved by the Commission and for Bond issuance costs eligible under Title XV of the Rules of the Commission Governing Loans for the Safe Drinking Water Fund, as now or hereafter amended (“Title XV Rules”); and

(e) All requests for Disbursements must be made in accordance with the Title XV Rules and shall be made by forwarding a completed copy of a Disbursement Request, in the form attached as Exhibit C hereto, to the Commission, along with documentation for eligible Project Costs incurred since the last Disbursement Request and not previously submitted.

8. In connection with the issuance and sale of the Bond to the Authority, the Issuer further agrees to comply with the federal requirements set forth on the attached exhibit D (Required Federal Conditions for SRF Loans), unless such requirement is waived by the Commission and the Environmental Protection Agency. If the Issuer fails to comply with the federal requirements, the Issuer may be required to pay the amount of the Disbursements in accordance with the payment schedule in Exhibit A. For purposes of Exhibit D, the term “Borrower” therein shall have the same meaning as “Issuer” herein.

9. The parties hereto acknowledge that the Authority intends to pledge the Bond to the Trustee for the Authority’s Revolving Loan Fund Revenue Bonds (the “ADFA Bonds”). The Authority agrees not to make any other transfer or attempt to transfer the Bond without the prior written consent of the Commission and without written disclosure to the transferee that the interest on the Bond is includable in gross income for federal income tax purposes. Upon transfer of the Bond, the Authority and the Commission may assign their rights hereunder to the new owner of the Bond without consent of the Issuer. The Issuer shall not purchase any of the ADFA Bonds or any other bonds issued for the purpose of providing funds to the Authority to purchase the Bond.

10. The Issuer represents and warrants to, and agrees with the Authority and the Commission that:

(a) The Issuer is a city of the first class, duly organized and validly existing under the laws of the State of Arkansas, and has, and at the date of Closing will have, full legal right, power and authority (i) to enter into this Agreement, (ii) to adopt the Bond Ordinance and the Rate Ordinance, (iii) to issue, sell and deliver the Bond to the Authority as provided herein, (iv) to levy the Rates and pledge the System Revenues, and (v) to carry out and consummate the transactions contemplated by this Agreement and the Bond Ordinance;

(b) The Issuer has complied, and will at the date of Closing be in compliance, in all respects, with the Authorizing Legislation;

(c) By adoption of the Bond Ordinance pursuant to the Authorizing Legislation, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Bond and this Agreement and, when delivered to and paid for by the Authority (in the manner described herein) at the Closing in accordance with the provisions of this Agreement, the Bond will have been duly authorized, executed, issued and delivered and will constitute a valid and binding obligation of the Issuer in accordance with its terms, in conformity with the Authorizing Legislation, entitled to the benefit and security of the Bond Ordinance;

(d) The financial statements of the Issuer delivered to the Commission and the Authority are true and correct in all respects, have been prepared in accordance with generally accepted governmental accounting standards for municipalities, consistently applied, and fairly present the financial condition of the Issuer as of their respective dates;

(e) The execution and delivery of this Agreement and the Bond, the adoption of the Bond Ordinance and the Rate Ordinance, the pledge of the System Revenues to the Bond, and the carrying out and consummation of the transactions contemplated by this Agreement and the Bond Ordinance will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State of Arkansas or the United States or any judgment or decree or any agreement or other instrument to which the Issuer is a party or is otherwise subject;

(f) There is no action, suit, proceeding or investigation involving the Issuer before or by any court, public board or body pending or, to the knowledge of the Issuer, threatened wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Issuer or the titles of its officials to their offices, (ii) enjoin or restrain the issuance, sale or delivery of the Bond, the fixing and establishment of the Rates, the collection of the System Revenues or the pledge thereof, (iii) in any way question or affect any of the rights, powers, duties or obligations of the Issuer with respect to the System Revenues, (iv) in any way question or affect any authority for the issuance of the Bond or the validity or enforceability of the Bond, the Bond Ordinance or the Rate Ordinance, or (v) in any way question or affect this Agreement or the transactions contemplated by this Agreement, or any other agreement or instrument relating thereto to which the Issuer is a party;

(g) The Rates have been duly fixed under the Rate Ordinance, and the System Revenues have been duly pledged to the payment of the Bond under the Bond Ordinance pursuant to the authority granted by the Authorizing Legislation; and

(h) The Issuer will promptly remit each Disbursement to the person or persons to whom payment is then due and owing.

11. The Issuer covenants and agrees with the Commission and the Authority:

(a) To comply with all applicable federal and State of Arkansas statutes and regulations, including particularly, without limitation, the Title XV Rules;

(b) To utilize and expend the proceeds of the Bond in a timely and expeditious manner by: (1) utilizing Bond proceeds for eligible Project Costs and approved issuance costs, (2) proceeding expeditiously with and completing the Project, and (3) completing all facilities recommended in the approved facilities plan;

(c) To establish and maintain adequate financial records for the Project in accordance with “generally accepted governmental accounting standards” defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication “Standards for Audit of Governmental Organizations, Programs, Activities and Functions” (February 27, 1981), and make these records available to the Commission, the EPA Inspector General, or their authorized representatives;

(d) To undertake the Project on its own responsibility and release and hold harmless the Commission and the Authority, and their officers, members, directors and employees, from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System, including any matter due solely to their own negligence;

(e) To comply with all terms and conditions of any construction contracts, architectural or engineering agreements, and other agreements to which the Issuer is a party affecting the Project, the premises of the System, and its operations and to require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract for the Project;

(f) To become familiar with and comply with all federal and state laws pertaining to equal employment opportunities ensuring that all engineers and contractors for the Project do not discriminate against any person on the basis of race, color, religion, sex, age, national origin or handicap;

(g) To provide complete (unaudited) financial statements and budget information for the System to the Commission, within 30 days of a written request from the Commission, for any year(s) during which this Agreement is in effect;

(h) To maintain and operate the System in a sound and economical manner and in accordance with standards as may be required or prescribed by federal, state or local regulatory agencies;

(i) To obtain, review and make a determination that the Project is in compliance with the Arkansas Water Plan; and

(j) To comply with the federal requirements set forth in Exhibit D attached hereto unless such requirements are waived by the Commission and the Environmental Protection Agency. (For purposes of Exhibit D, the term “Borrower” therein shall have the same meaning as the term “Issuer” herein.)

12. The Authority and the Commission have entered into this Agreement in reliance upon the representations and agreements of the Issuer herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The

obligations of the Authority and the Commission under this Agreement are and shall be subject to the following further conditions:

(a) At the Closing, the Bond Ordinance and the Rate Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented after the date hereof except as may have been agreed to by the Authority and the Commission, and the Issuer shall have duly adopted and there shall be in full force and effect such other ordinances and resolutions as, in the opinion of Bond Counsel and the Commission, shall be necessary in connection with the transactions contemplated hereby.

(b) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on and as of the date of the Closing.

(c) At or prior to the Closing, the Commission and the Authority shall have received the following:

(1) The Bond Ordinance and the Rate Ordinance, certified by the Issuer under its seal as having been duly adopted and as being in full force and effect, with only such amendments as may have been agreed to by the Commission and the Authority;

(2) An unqualified approving opinion, dated the date of the Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that:

(i) the Issuer is duly created and validly existing as a city of the first class under the laws of the State of Arkansas, with the power to adopt the Bond Ordinance and the Rate Ordinance, to perform the agreements on its part contained in the Bond Ordinance, and to issue the Bond;

(ii) the Bond has been duly authorized and issued by the Issuer and is a valid and binding special obligation of the Issuer enforceable in accordance with its terms;

(iii) the Bond is secured by an irrevocable pledge of the System Revenues as provided in the Bond Ordinance, which pledge is valid and enforceable; and

(iv) the interest on the Bond is exempt from all Arkansas state, county and municipal taxes;

(3) A supplemental opinion, dated the date of Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that (i) the Bond and the Bond Ordinance conform in both form and tenor to the provisions relating thereto summarized in the Term Sheet relating to the Bond, (ii) if the Bond were being purchased on a tax-exempt basis, the Bond

would not constitute a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, (iii) the Agreement has been authorized, executed and delivered by the Issuer and is a binding and enforceable agreement of the Issuer enforceable in accordance with its terms, and (iv) covering such other matters as may reasonably be requested by the Authority and the Commission;

(4) A certificate dated the date of the Closing and signed by the Mayor and City Clerk of the Issuer to the effect that: (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing, (ii) the Issuer has complied with all agreements and covenants and satisfied all conditions on its part to be complied with or satisfied at or prior to the Closing, and (iii) there has been no material adverse change in the business, property or financial condition of the System and the System has not incurred any material liabilities other than in the normal course of business which have not been disclosed in writing to the Commission and the Authority since the date of the latest financial statements submitted to the Commission and the Authority;

(5) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Bond; and

(6) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Commission, the Authority and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Commission and the Authority. The performance of any and all obligations of the Issuer under this Agreement and the performance of any and all conditions contained herein for the benefit of the Authority and the Commission may be waived by the Authority and the Commission in their sole discretion.

13. The Issuer covenants and agrees with the Authority as follows:

(a) For purposes of this Agreement, the following terms shall have the meanings set forth below.

"Financial Obligation" shall mean a

(i) debt obligation;

(ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) guarantee of obligations described in (i) or (ii).

The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (17 C.F.R., Part 240.15c2-12).

"Obligated Person" shall mean any person who is committed by contract or other arrangement to support payments in a sum equal to twenty percent (20%) or more of the aggregate payments of the loans, including the Bond, which comprise the Revolving Loan Funds administered by the Authority, and which are pledged as security for ADFA Bonds.

(b) If, during any fiscal year of the Authority, the outstanding obligations of the Issuer under the terms of the Bond shall cause the Issuer to be deemed an Obligated Person, and unless in the opinion of bond counsel for the ADFA Bonds an exemption from Rule 15c2-12 is then available, the Issuer shall, upon notice from the Authority, on or before October 25th after the close of each fiscal year of the Authority, furnish the Authority (i) a copy of the latest financial statements of the Issuer (or the System if separately audited) prepared in accordance with generally accepted government accounting standards and audited by its independent auditors (or, if not available as of such date, the latest unaudited financial statements of the Issuer (or the System if separately audited) and, as soon thereafter as available, the audited financial statements) and (ii) such financial information and operating data relating to the Issuer and the System as agreed to by the Issuer and the Authority.

(c) The Issuer shall provide to the Authority, within five (5) business days after the occurrence thereof, notice of any of the following events with respect to the Bond:

(1) any principal or interest payment delinquency with respect to the Bond;

(2) any non-payment related default under the Bond Ordinance, the Bond or this Agreement, if material;

(3) any event that would cause the Bond to be a "private activity bond" under the Internal Revenue Code of 1986, as amended;

(4) any release, substitution or sale of property securing repayment of the Bond, if material;

(5) bankruptcy, insolvency, receivership or similar event of the Issuer;

(6) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(7) incurrence of a Financial Obligation if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect owners of the ADFA Bonds, if material; and

(8) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(d) The Issuer's obligations under this paragraph shall terminate upon the prior redemption or payment in full of the Bond.

(e) Nothing in this paragraph shall be deemed to prevent the Issuer from disseminating any other information, or including any other information in any notice or report made hereunder, in addition to that which is specifically required by this paragraph. If the Issuer chooses to include any information in any report or notice made hereunder in addition to that which is specifically required by this paragraph, the Issuer shall have no obligation hereunder to update such information or include it in any future report or notice.

(f) The reporting requirements set forth in this Agreement are in addition to the financial reporting requirements set forth in the Bond Ordinance.

14. All notices, demands and formal actions hereunder will be in writing mailed, telegraphed or delivered to the parties at the following addresses:

The Issuer: City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701
Attention: Mayor

The Commission: Arkansas Natural Resources Commission
101 E. Capitol Avenue, Suite 350
Little Rock, Arkansas 72203
Attention: Zach Smith

The Authority: Arkansas Development Finance Authority
1 Commerce Way, Suite 602
Little Rock, Arkansas 72202
Attention: Chief Financial Officer

15. The Issuer shall create a special fund designated as the “Depreciation Fund” (the “Depreciation Fund”). The Issuer shall deposit into the Depreciation Fund, a sum equal to 5% of the gross monthly System Revenues for the preceding month. Once the Depreciation Fund reaches an amount equal to \$8,500,000.00 (or such lesser amount as represents 10% of proceeds of the Bond drawn) (the “Required Level”), the Issuer 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.

16. All representations, warranties, and covenants of the Issuer contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Agreement, (b) any investigation made by or on behalf of the Commission or the Authority, (c) the purchase of the Bond hereunder, and (d) any disposition of or payment for the Bond.

17. Any audit or review of plans and specifications and any inspection of the work shall be for the Commission’s convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Commission of responsibility for design or construction.

18. Neither the Commission nor the Authority is a partner, joint venturer, or in any other way a party to the Project or the operation of the System. Neither the Commission nor the Authority shall in any way be liable or responsible by reason of the provisions hereof to the Issuer or to any third party for the payment of any claims in connection therewith.

19. This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

20. This Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and will not confer any rights upon any other person. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

**ARKANSAS NATURAL RESOURCES
COMMISSION**

By: _____
Title:

**ARKANSAS DEVELOPMENT FINANCE
AUTHORITY**

By: _____
Title:

ACCEPTED this ____ day of _____, 2024.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title: Mayor

EXHIBIT A**Amortization Schedule**

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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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>

EXHIBIT B
Uses of Funds

Issuer: City of Fayetteville, Arkansas

Loan Number: 02357-DW-L

<u>Item</u>	<u>Costs</u>
Planning and Design	\$ 9,550,000
Administrative Fee	-0-
Local Loan Expenses	35,000
Capitalized Interest	-0-
Construction Costs	75,415,000
Contingency	<u>-0-</u>
Principal Amount:	<u>\$85,000,000</u>

EXHIBIT C

Disbursement Request

Project Name: _____		Request Number: <u>01 (Loan Closing)</u>	
Project Number: _____		Percent Completed: _____	
Loan Number: _____			
Employer ID No.: _____			

Cost Classification	Cost Incurred to Date	RLF Eligible Amount	Previous RLF Disbursements	RLF Payment Due this Request
a. Construction - Plant				\$ -
b. Construction - Linework	\$ -	\$ -	\$ -	\$ -
c. Pre-App and PER	\$ -	\$ -	\$ -	\$ -
d. Environmental Info Document	\$ -	\$ -	\$ -	\$ -
e. Facility Plan	\$ -	\$ -	\$ -	\$ -
f. A/E Basic Fees - Design Phase	\$ -	\$ -	\$ -	\$ -
g. A/E Basic Fees-Bid Phase	\$ -	\$ -	\$ -	\$ -
h. A/E Basic Fees-Const. Phase	\$ -	\$ -	\$ -	\$ -
i. Inspection Phase	\$ -	\$ -	\$ -	\$ -
j. Project Performance Work Plan	\$ -	\$ -	\$ -	\$ -
k. Project Performance Fees	\$ -	\$ -	\$ -	\$ -
l. O&M Manual	\$ -	\$ -	\$ -	\$ -
m. Davis-Bacon Reports	\$ -	\$ -	\$ -	\$ -
n. AIS Verifications	\$ -	\$ -	\$ -	\$ -
o. Section F - Additional Engineering	\$ -	\$ -	\$ -	\$ -
p. Legal Fees	\$ -	\$ -	\$ -	\$ -
q. Owner Reimbursement	\$ -	\$ -	\$ -	\$ -
r. Other	\$ -	\$ -	\$ -	\$ -
s.				\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

I certify that to the best of my knowledge, that this disbursement request	Requested By:	Signature of Authorized Certifying Official	Date Report Submitted:
		Typed or Printed Name and Title	Telephone Number:

accurately reflects the total RLF amount due to date and that all costs requested are in accordance with the terms of the bond purchase agreement and RLF regulations. I further certify that all work has been inspected and performed in accordance with RLF program requirements.			
	Prepared By:	Signature of Engineering Consultant	Date Signed:
	Approved By:	Typed or Printed Name and Title	Telephone Number:
		Signature of RLF Official	Date Signed:
		Typed or Printed Name and Title	Telephone Number:
		Signature of Project Engineer	Date Signed:
	Typed or Printed Name and Title	Telephone Number:	

EXHIBIT D

REQUIRED FEDERAL CONDITIONS FOR SRF LOANS

Accounting Standards

The Borrower shall establish and maintain an accounting system and internal controls which will ensure the recording and safeguarding of all project activities in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The Borrower shall maintain separate accounting records for the project accounts in accordance with the CWSRF regulation 40 CFR 35.3135(i) or the DWSRF regulation 40 CFR 35.3550(i) as appropriate.

OMB – Uniform Guidance Subpart F Audits

In accordance with 2 CFR 200.501(a), the Borrower hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014. The Borrower must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the Borrower's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package **MUST** be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facides.census.gov/> . For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://facweb.census.gov/>

Note: The FAC will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the [new FAC](#) hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023, may need to be completely re-started at the new GSA FAC. Click [here](#) to access/bookmark the future GSA FAC site, and get updates about the transition.

Wage Rate Requirements (Davis-Bacon Act):

The Borrower agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by either a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372); or a drinking water revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other

lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

See "*Attachment A*" for the Davis Bacon wage rate requirements.

Responsibilities of Participants Regarding Doing Business with Other Persons (Debarment)

Borrower shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Borrower is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Borrower acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the Borrower may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Borrowers may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

Utilization of Disadvantaged, Minority and Women's Business Enterprises

The Borrower agrees to comply with the requirements of EPA's Program for Utilization of Disadvantaged, Minority and Women's Business Enterprises (DBE/MBE/WBE) in procurement under assistance agreements, contained in 40 CFR Part 33. This includes the contract administration provisions of 40 CFR 33.302.

GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Borrower agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit,

in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The Borrower agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," or other designated reporting form, beginning with the Federal fiscal year reporting period the recipient receives the award and continuing each quarter until the project is completed. Regardless of the activity, if the project is not complete, reports must be submitted to meet the reporting requirement each quarter. Failure to submit reports timely, could result in non-compliance. According to eCFR title 2, subtitle A, chapter II, Part 200, Part D 200.339 "remedies for noncompliance" list six (6) circumstances the State can take for noncompliance, the list can be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D?toc=1>. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. Quarterly reports are due by the 15th of the month following the end of each quarter:

<u>Period</u>	<u>Due Date</u>
Jan – Mar	Apr 15
Apr – Jun	Jul 15
Jul – Sept	Oct 15
Oct – Dec	Jan 15

SAM and UEI Requirements

System for Award Management and Universal Identifier Requirements.

- A. Requirement for System for Award Management (SAM) unless exempted from this requirement under 2 CFR 25.110, the Borrower must maintain current information in the SAM. This includes information on the Borrower's immediate and highest-level owner and subsidiaries, as well as on all the Borrower's predecessors that have been awarded a federal contract or federal financial assistance within the last three years, if

applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the Borrower reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term,

B. Requirement for Unique Entity ID Numbers (UEI)to receive funding Borrower must provide and maintain status of its UEI.

C. Definitions. For purposes of this condition:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: <https://www.sam.gov>.
2. The Unique Entity ID number (UEI) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. The Unique Entity ID (UEI) is the official identifier for doing business with the U.S. Government as of April 4, 2022. Entities registering in SAM.gov are assigned a Unique Entity ID as a part of the registration process. Entity uniqueness continues to be validated by an entity validation service. As part of this transition, the DUNS Number has been removed from SAM.gov.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward (2 CFR 200.1):
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that (2 CFR 200.1):
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Equipment Purchase and Disposition

All equipment purchases under this Loan, as well as the disposition of such equipment, shall be in accordance with 40 CFR 31.32.

Compliance with Cross-cutting Authorities

The Borrower will comply with the applicable Federal cross-cutting authorities as specified under 40 CFR 35.3575. The State further agrees to inform EPA when consultation or coordination with other Federal agencies is necessary to resolve issues regarding compliance with cross-cutter requirements.

American Iron and Steel

- (1) *Definitions.* As used in this award term and condition —
 - (a) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - (b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- (2) *Domestic preference.*
 - (a) This award term and condition implements P.L. 113-76, Consolidated Appropriations Act, 2014, Section 436, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (2)(b) and (2)(c) of this section and condition.
 - (b) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.
 - (c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —
 - (i) applying the requirement would be inconsistent with the public interest;

- (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (3) Request for a Waiver under (2)(c).
 - (a) Any recipient request to use foreign iron or steel products in accordance with paragraph (2)(c) of this section shall include adequate information for Federal Government evaluation of the request, including —
 - (1) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (2) Unit of measure;
 - (3) Quantity;
 - (4) Cost;
 - (5) Time of delivery or availability;
 - (6) Location of the project;
 - (7) Name and address of the proposed supplier; and
 - (8) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (2)(c) of this section.
 - (b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
 - (c) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 113-76 Section 436 section 1605 of the American Recovery and Reinvestment Act.
 - (d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Build America Buy America Act

- (1) Definitions. As used in this award term and condition —
 - (a) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - (b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- (c) End Product Manufactured in the United States – as defined in part 25 of the Federal Acquisition Regulation by the Federal Acquisition Regulatory Council.
 - (d) Construction Material includes an article, material, or supply – *other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives* - that consists primarily of:
 - (i) non-ferrous metals;
 - (ii) plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
 - (iii) glass (including optic glass);
 - (iv) lumber; or
 - (v) drywall
- (2) Domestic content procurement preference.
- (a) This award term and condition implements P.L. 117-58, Build America, Buy America Act §§70901-52, by requiring that all iron, steel, manufactured products, and construction materials used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (2)(b) and (2)(c) of this section and condition.
 - (b) This requirement does not apply with respect to a project if funds were secured prior to May 14, 2022.
 - (c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron and steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (3) Request for a Waiver under (2)(c).
- (a) Any recipient request to use foreign iron or steel products in accordance with paragraph (2)(c) of this section shall include adequate information for Federal Government evaluation of the request, including —
 - (1) Waiver type;
 - (2) Recipient Name and Unique Entity Identifier (UEI);
 - (3) Financial assistance listing name and number;

- (4) Federal financial assistance program name;
 - (5) Federal Award Identification Number (FAIN) (if available)
 - (6) Federal financial assistance funding amount;
 - (7) Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known);
 - (8) Infrastructure project description and location (to extent known);
 - (9) List of iron or steel item(s), manufactured products, and construction materials proposed to be excluded from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS codes for each;
 - (10) A description and detailed justification for use of the foreign iron, steel, manufactured product(s), or construction material(s);
 - (11) A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor
 - (12) A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, and in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
 - (13) Anticipated impact if no waiver is issued;
 - (14) Any relevant comments received during the public comment period.
- (b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
 - (c) Unless the Administrator issues a waiver of this term, use of foreign iron, steel, manufactured product(s), or construction material(s) is noncompliant with P.L. 117-58 Section 70914 of the Build America, Buy America Act.
 - (d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Signage

The Borrower agrees to comply with the 2015 SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. Projects that receive BIL funding must follow the BIL specific signage term and conditions. The BIL signage term and condition requires a physical sign displaying the official Building a Better America emblem and EPA logo be placed at construction sites for BIL-funded projects. For the Clean Water and Drinking Water SRF programs, this requirement applies only to the following projects:

- Construction projects identified as “equivalency projects” for BIL general supplemental capitalization grants.

- Construction projects that receive additional subsidization (grants or forgivable loans) made available by BIL general supplemental capitalization grants.
- All construction projects funded with BIL emerging contaminants capitalization grants.
- All construction projects funded with BIL lead service line replacement capitalization grants.

Equal Employment Opportunity Provision

The Borrower hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Borrower further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: PROVIDED, that if the Borrower so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliances.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Non-Discrimination Provisions

Comply with the Civil Rights Act of 1964, P.L. 88-352; Section 13 of The Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination; Section 504 of the

Rehabilitation Act of 1973 regarding discrimination against the handicapped; and The Age Discrimination Act of 1975.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - 1) Procure or obtain, extend or renew a contract to procure or obtain;
 - 2) Enter into a contract (or extend or renew a contract) to procure; or
 - 3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

ATTACHMENT A

Wage Rate Requirements Under The Safe Drinking Water Act, Section 1450(d)

Preamble

With respect to the Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

ATTACHMENT 1

I. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Mr. Dannell Brown, brown.dannell@epa.gov, (214) 665-7279 of EPA Region 6 in Dallas, Texas for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Consolidated Appropriations Act, 2016, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2016 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Mr. Dannel Brown, brown.dannell@epa.gov, (214) 665-7279 of EPA Region 6 in Dallas, Texas EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2016 Consolidated Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to **the Arkansas Resources Commission Project Engineer assigned to the project**, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not

award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2016 Consolidated and Continuing Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the

contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social

security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1728

Authorization of the City to issue \$85,000,000 in Water and Sewer System revenue bonds for the West Transmission Line

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 PLANNING, DESIGNING, 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 the planning, design, acquisition, construction and equipping of certain improvements to the System, including, specifically, the planning, design, acquisition, engineering, construction and equipping of a 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 planning, design, 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. The Servicing Fee only shall be payable monthly commencing on the 1st day of the month following the issuance of the Bond and continuing on the 1st day of each month thereafter through and including April 1, 2027. 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
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
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

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
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
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
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
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
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 Finance Director 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 Finance Director 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 Finance Director.

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 dates as principal hereof.

The Servicing Fee only shall be payable monthly commencing on the 1st day of the month following the issuance of the Bond and continuing on the 1st day of each month thereafter through and including April 1, 2027. 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 Finance Director or his or her designee 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 planning, designing, acquiring, engineering, constructing and equipping a 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

Finance Director by registered mail, and the assignee shall surrender this bond along with a written assignment and written approval of the Commission to the Finance Director 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 Finance Director) 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 Finance Director.

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

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)

BOND PURCHASE AGREEMENT

_____, 2024

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701
Attention: Mayor

Ladies and Gentlemen:

Certain terms used in this Bond Purchase Agreement are defined as follows:

Issuer:	City of Fayetteville, Arkansas
Principal Amount:	\$85,000,000 (See Exhibit B)
Interest Rate:	0.00% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Servicing Fee:	0.75% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Administrative Fee:	\$ -0-
Bond:	City of Fayetteville, Arkansas Water and Sewer System Revenue Bond, Series 2024
Bond Counsel:	Kutak Rock LLP
Bond Ordinance:	Ordinance No. _____ of the Issuer, adopted on _____, 2024, under which the Bond is to be issued and secured
Rate Ordinance:	Ordinance No. 6681 of the Issuer adopted on September 19, 2023, pursuant to which water rates and sewer rates are levied and water revenues and sewer revenues are collected
Security:	Revenues (“System Revenues”) of the Issuer’s combined water and sewer system (the “System”)
Closing:	10:00 a.m., prevailing local time, on _____, 2024, or at such other time or on such later date as is mutually agreed upon, at the offices of Bond Counsel in Little Rock, Arkansas

Disbursement Cut Off Date:

April 1, 2027

Authorizing

Legislation:

Amendment 65 to the Constitution of the State of Arkansas and Arkansas Code Annotated §14-164-401 *et seq.*, §14-234-201 *et seq.* and §14-235-201 *et seq.*

The Arkansas Natural Resources Commission (the “Commission”) and the Arkansas Development Finance Authority (the “Authority”) hereby offer to enter into this Bond Purchase Agreement (the “Agreement”) with you (the “Issuer”) for the purchase by the Authority from moneys in the Drinking Water State Revolving Loan Fund Account, created by Arkansas Code Annotated §15-22-1102, as the same may be amended from time to time, including the Drinking Water Loan Account being held in connection with the Authority’s Revolving Loan Fund Revenue Bonds (the “Revolving Loan Fund”), and the sale by you of the Bond of the Issuer more particularly described below. Upon approval by you and by the execution of the acceptance hereof by the Mayor of the Issuer, this Agreement shall be in full force and effect in accordance with its terms and shall be valid, binding and enforceable upon the Issuer, the Commission and the Authority.

Further terms of this Agreement are:

Upon the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Authority the entire Principal Amount of the Bond to be issued under and secured by the Bond Ordinance.

The Bond is being issued for the purpose of financing a portion of the cost of planning, design and construction of a 48-inch water transmission line from the Beaver Water District to the water system component of the Issuer’s combined water and sewer system (the “System”), together with related improvements, as described in the facilities plan furnished by the Issuer to and concurred with by the Commission (the “Project”), paying or reimbursing costs incidental thereto, and paying approved expenses incurred in connection with the issuance of the Bond, all as set forth in Exhibit B hereto.

The Bond and Servicing Fee shall be secured by a pledge of and payable from revenues of the System (the “System Revenues”). Rates for usage of the System (the “Rates”) have been levied and the System Revenues are collected pursuant to the Rate Ordinance.

The Bond shall be dated the date of the Closing. The Bond shall be authorized in an amount up to the Principal Amount identified above, and shall bear interest at the Interest Rate identified above. Principal and interest shall be amortized in accordance with the schedule set forth on Exhibit A attached hereto (which is based upon monthly repayment of principal and interest commencing one month following the Disbursement Cut Off Date and a 20-year amortization), and the Issuer shall pay to the Authority on or before the first business day of each month, commencing May 1, 2027, an amount equal to the next installment of interest and principal due on the Bond, as shown in Exhibit A, to and including April 1, 2047. In addition to

the payment of principal and interest on the Bond, the Issuer shall be obligated to pay the Servicing Fee to the Authority. The Servicing Fee shall be payable on the first day of the month after the Bond is issued and on the first day of each month thereafter through the Disbursement Cut Off Date and continuing thereafter on the same dates shown in Exhibit A. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the Bond. The Issuer agrees that any delay in completion of the Project beyond the Disbursement Cut Off Date shall not result in any extension of the date on which principal and interest payments are to be made on the Bond. The Bond shall be subject to redemption prior to maturity, shall be payable, and shall be as otherwise described in the Bond Ordinance. Interest on the Bond shall not be excludable from gross income for federal income tax purposes.

The Issuer recognizes that the Authority and the Commission shall be under no obligation to provide any funds to the Issuer other than the proceeds of the Bond. If, for any reason, the Issuer does not utilize the entire Bond proceeds, then in such event the Principal Amount of the Bond will be reduced to the amount actually withdrawn. Any reduction of the Bond pursuant to this provision shall result in pro rata reductions of the remaining installments of principal so that the weighted average life of the Bond immediately following any such reduction shall be substantially equal to the weighted average life of the Bond immediately prior to such reduction. The Authority agrees to accept, or cause the registered owner of the Bond to accept, a new Bond from the Issuer reflecting the revised payment schedule.

Subject to the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase the Bond from the Issuer in installments from time to time from moneys in the Revolving Loan Fund in an amount up to the Principal Amount, and the Issuer hereby agrees to sell the Bond to the Authority at a price of one hundred percent (100%) of the Principal Amount of the Bond purchased from time to time. The purchase price of the Bond shall be paid in a series of advances in accordance with the provisions of paragraph 7. The initial advance of the purchase price of the Bond shall take place at the Closing. At the Closing, the Issuer will deliver, or cause to be delivered, to the Authority a single typewritten bond, duly executed and authenticated, together with the other documents herein required, and the Authority will accept delivery and make the initial advance of the purchase price of the Bond by wire transfer of immediately available funds or by certified or official bank cashier's check as directed by the Issuer. If the Closing and the initial advance do not occur within 180 days from the date hereof, then the Authority's obligation to purchase the Bond is terminated.

So long as the Issuer is in compliance with the terms and provisions of this Agreement and the Bond Ordinance and the representations and warranties of the Issuer made herein remain true and correct, the Authority agrees to make, and the Commission agrees to approve, advances of the purchase price of the Bond ("Disbursements") from moneys in the Revolving Loan Fund as follows:

Disbursements shall only be made based upon actual work completed;

The Issuer may request reimbursement for costs not more often than monthly, provided, however, during the Project performance period requests for reimbursement shall be limited to quarterly;

Disbursements shall be made for costs incurred prior to the Disbursement Cut Off Date, and no Disbursement shall be made following the Disbursement Cut Off Date;

Disbursements shall be made for eligible work called for in the engineering services contract and in the plans and specifications approved by the Commission and for Bond issuance costs eligible under Title XV of the Rules of the Commission Governing Loans for the Safe Drinking Water Fund, as now or hereafter amended (“Title XV Rules”); and

All requests for Disbursements must be made in accordance with the Title XV Rules and shall be made by forwarding a completed copy of a Disbursement Request, in the form attached as Exhibit C hereto, to the Commission, along with documentation for eligible Project Costs incurred since the last Disbursement Request and not previously submitted.

In connection with the issuance and sale of the Bond to the Authority, the Issuer further agrees to comply with the federal requirements set forth on the attached exhibit D (Required Federal Conditions for SRF Loans), unless such requirement is waived by the Commission and the Environmental Protection Agency. If the Issuer fails to comply with the federal requirements, the Issuer may be required to pay the amount of the Disbursements in accordance with the payment schedule in Exhibit A. For purposes of Exhibit D, the term “Borrower” therein shall have the same meaning as “Issuer” herein.

The parties hereto acknowledge that the Authority intends to pledge the Bond to the Trustee for the Authority’s Revolving Loan Fund Revenue Bonds (the “ADFA Bonds”). The Authority agrees not to make any other transfer or attempt to transfer the Bond without the prior written consent of the Commission and without written disclosure to the transferee that the interest on the Bond is includable in gross income for federal income tax purposes. Upon transfer of the Bond, the Authority and the Commission may assign their rights hereunder to the new owner of the Bond without consent of the Issuer. The Issuer shall not purchase any of the ADFA Bonds or any other bonds issued for the purpose of providing funds to the Authority to purchase the Bond.

The Issuer represents and warrants to, and agrees with the Authority and the Commission that:

The Issuer is a city of the first class, duly organized and validly existing under the laws of the State of Arkansas, and has, and at the date of Closing will have, full legal right, power and authority (i) to enter into this Agreement, (ii) to adopt the Bond Ordinance and the Rate Ordinance, (iii) to issue, sell and deliver the Bond to the Authority as provided herein, (iv) to levy the Rates and pledge the System Revenues, and (v) to carry out and consummate the transactions contemplated by this Agreement and the Bond Ordinance;

The Issuer has complied, and will at the date of Closing be in compliance, in all respects, with the Authorizing Legislation;

By adoption of the Bond Ordinance pursuant to the Authorizing Legislation, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Bond and this Agreement and, when delivered to and paid for by the Authority (in the manner described herein) at the Closing in accordance with the

provisions of this Agreement, the Bond will have been duly authorized, executed, issued and delivered and will constitute a valid and binding obligation of the Issuer in accordance with its terms, in conformity with the Authorizing Legislation, entitled to the benefit and security of the Bond Ordinance;

The financial statements of the Issuer delivered to the Commission and the Authority are true and correct in all respects, have been prepared in accordance with generally accepted governmental accounting standards for municipalities, consistently applied, and fairly present the financial condition of the Issuer as of their respective dates;

The execution and delivery of this Agreement and the Bond, the adoption of the Bond Ordinance and the Rate Ordinance, the pledge of the System Revenues to the Bond, and the carrying out and consummation of the transactions contemplated by this Agreement and the Bond Ordinance will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State of Arkansas or the United States or any judgment or decree or any agreement or other instrument to which the Issuer is a party or is otherwise subject;

There is no action, suit, proceeding or investigation involving the Issuer before or by any court, public board or body pending or, to the knowledge of the Issuer, threatened wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Issuer or the titles of its officials to their offices, (ii) enjoin or restrain the issuance, sale or delivery of the Bond, the fixing and establishment of the Rates, the collection of the System Revenues or the pledge thereof, (iii) in any way question or affect any of the rights, powers, duties or obligations of the Issuer with respect to the System Revenues, (iv) in any way question or affect any authority for the issuance of the Bond or the validity or enforceability of the Bond, the Bond Ordinance or the Rate Ordinance, or (v) in any way question or affect this Agreement or the transactions contemplated by this Agreement, or any other agreement or instrument relating thereto to which the Issuer is a party;

The Rates have been duly fixed under the Rate Ordinance, and the System Revenues have been duly pledged to the payment of the Bond under the Bond Ordinance pursuant to the authority granted by the Authorizing Legislation; and

The Issuer will promptly remit each Disbursement to the person or persons to whom payment is then due and owing.

The Issuer covenants and agrees with the Commission and the Authority:

(a) To comply with all applicable federal and State of Arkansas statutes and regulations, including particularly, without limitation, the Title XV Rules;

(b) To utilize and expend the proceeds of the Bond in a timely and expeditious manner by: (1) utilizing Bond proceeds for eligible Project Costs and approved issuance costs, (2) proceeding expeditiously with and completing the Project, and (3) completing all facilities recommended in the approved facilities plan;

(c) To establish and maintain adequate financial records for the Project in accordance with “generally accepted governmental accounting standards” defined as, but

not limited to, those contained in the U.S. General Accounting Office (GAO) publication “Standards for Audit of Governmental Organizations, Programs, Activities and Functions” (February 27, 1981), and make these records available to the Commission, the EPA Inspector General, or their authorized representatives;

(d) To undertake the Project on its own responsibility and release and hold harmless the Commission and the Authority, and their officers, members, directors and employees, from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System, including any matter due solely to their own negligence;

(e) To comply with all terms and conditions of any construction contracts, architectural or engineering agreements, and other agreements to which the Issuer is a party affecting the Project, the premises of the System, and its operations and to require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract for the Project;

(f) To become familiar with and comply with all federal and state laws pertaining to equal employment opportunities ensuring that all engineers and contractors for the Project do not discriminate against any person on the basis of race, color, religion, sex, age, national origin or handicap;

(g) To provide complete (unaudited) financial statements and budget information for the System to the Commission, within 30 days of a written request from the Commission, for any year(s) during which this Agreement is in effect;

(h) To maintain and operate the System in a sound and economical manner and in accordance with standards as may be required or prescribed by federal, state or local regulatory agencies;

(i) To obtain, review and make a determination that the Project is in compliance with the Arkansas Water Plan; and

(j) To comply with the federal requirements set forth in Exhibit D attached hereto unless such requirements are waived by the Commission and the Environmental Protection Agency. (For purposes of Exhibit D, the term “Borrower” therein shall have the same meaning as the term “Issuer” herein.)

The Authority and the Commission have entered into this Agreement in reliance upon the representations and agreements of the Issuer herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The obligations of the Authority and the Commission under this Agreement are and shall be subject to the following further conditions:

At the Closing, the Bond Ordinance and the Rate Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented after the date hereof except as may have been agreed to by the Authority and the Commission, and the Issuer shall have duly adopted and there shall be in full force and effect such other ordinances and resolutions as, in the

opinion of Bond Counsel and the Commission, shall be necessary in connection with the transactions contemplated hereby.

The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on and as of the date of the Closing.

At or prior to the Closing, the Commission and the Authority shall have received the following:

The Bond Ordinance and the Rate Ordinance, certified by the Issuer under its seal as having been duly adopted and as being in full force and effect, with only such amendments as may have been agreed to by the Commission and the Authority;

An unqualified approving opinion, dated the date of the Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that:

(i) the Issuer is duly created and validly existing as a city of the first class under the laws of the State of Arkansas, with the power to adopt the Bond Ordinance and the Rate Ordinance, to perform the agreements on its part contained in the Bond Ordinance, and to issue the Bond;

the Bond has been duly authorized and issued by the Issuer and is a valid and binding special obligation of the Issuer enforceable in accordance with its terms;

the Bond is secured by an irrevocable pledge of the System Revenues as provided in the Bond Ordinance, which pledge is valid and enforceable; and

the interest on the Bond is exempt from all Arkansas state, county and municipal taxes;

(3) A supplemental opinion, dated the date of Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that (i) the Bond and the Bond Ordinance conform in both form and tenor to the provisions relating thereto summarized in the Term Sheet relating to the Bond, (ii) if the Bond were being purchased on a tax-exempt basis, the Bond would not constitute a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, (iii) the Agreement has been authorized, executed and delivered by the Issuer and is a binding and enforceable agreement of the Issuer enforceable in accordance with its terms, and (iv) covering such other matters as may reasonably be requested by the Authority and the Commission;

(4) A certificate dated the date of the Closing and signed by the Mayor and City Clerk of the Issuer to the effect that: (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing, (ii) the Issuer has complied with all agreements and covenants and satisfied all conditions on its part to be complied with or satisfied at or prior to the Closing, and (iii) there has been no material adverse change in the business, property or financial condition of the System and the System has not incurred any material liabilities other than in the normal course of business which have not been disclosed in writing to the Commission and the Authority since the date of the latest financial statements submitted to the Commission and the Authority;

(5) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Bond; and

(6) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Commission, the Authority and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Commission and the Authority. The performance of any and all obligations of the Issuer under this Agreement and the performance of any and all conditions contained herein for the benefit of the Authority and the Commission may be waived by the Authority and the Commission in their sole discretion.

The Issuer covenants and agrees with the Authority as follows:

(a) For purposes of this Agreement, the following terms shall have the meanings set forth below.

"Financial Obligation" shall mean a

(i) debt obligation;

(ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) guarantee of obligations described in (i) or (ii).

The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (17 C.F.R., Part 240 §240.15c2-12).

"Obligated Person" shall mean any person who is committed by contract or other arrangement to support payments in a sum equal to twenty percent (20%) or more of the aggregate payments of the loans, including the Bond, which comprise the Revolving Loan Funds administered by the Authority, and which are pledged as security for ADFA Bonds.

(b) If, during any fiscal year of the Authority, the outstanding obligations of the Issuer under the terms of the Bond shall cause the Issuer to be deemed an Obligated Person, and unless in the opinion of bond counsel for the ADFA Bonds an exemption from Rule 15c2-12 is then available, the Issuer shall, upon notice from the Authority, on or before October 25th after the close of each fiscal year of the Authority, furnish the Authority (i) a copy of the latest financial statements of the Issuer (or the System if separately audited) prepared in accordance with generally accepted government accounting standards and audited by its independent auditors (or, if not available as of such date, the latest unaudited financial statements of the Issuer (or the System if separately audited) and, as soon thereafter as available, the audited financial statements) and (ii) such financial information and operating data relating to the Issuer and the System as agreed to by the Issuer and the Authority.

(c) The Issuer shall provide to the Authority, within five (5) business days after the occurrence thereof, notice of any of the following events with respect to the Bond:

(1) any principal or interest payment delinquency with respect to the Bond;

(2) any non-payment related default under the Bond Ordinance, the Bond or this Agreement, if material;

(3) any event that would cause the Bond to be a "private activity bond" under the Internal Revenue Code of 1986, as amended;

(4) any release, substitution or sale of property securing repayment of the Bond, if material;

(5) bankruptcy, insolvency, receivership or similar event of the Issuer;

(6) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(7) incurrence of a Financial Obligation if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect owners of the ADFA Bonds, if material; and

(8) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(d) The Issuer's obligations under this paragraph shall terminate upon the prior redemption or payment in full of the Bond.

(e) Nothing in this paragraph shall be deemed to prevent the Issuer from disseminating any other information, or including any other information in any notice or report made hereunder, in addition to that which is specifically required by this paragraph. If the Issuer chooses to include any information in any report or notice made hereunder in addition to that which is specifically required by this paragraph, the Issuer shall have no obligation hereunder to update such information or include it in any future report or notice.

(f) The reporting requirements set forth in this Agreement are in addition to the financial reporting requirements set forth in the Bond Ordinance.

All notices, demands and formal actions hereunder will be in writing mailed, telegraphed or delivered to the parties at the following addresses:

The Issuer: City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701
Attention: Mayor

The Commission: Arkansas Natural Resources Commission
101 E. Capitol Avenue, Suite 350
Little Rock, Arkansas 72203
Attention: Zach Smith

The Authority: Arkansas Development Finance Authority
1 Commerce Way, Suite 602
Little Rock, Arkansas 72202
Attention: Chief Financial Officer

The Issuer shall create a special fund designated as the “Depreciation Fund” (the “Depreciation Fund”). The Issuer shall deposit into the Depreciation Fund, a sum equal to 5% of the gross monthly System Revenues for the preceding month. Once the Depreciation Fund reaches an amount equal to \$8,500,000.00 (or such lesser amount as represents 10% of proceeds of the Bond drawn) (the “Required Level”), the Issuer 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.

All representations, warranties, and covenants of the Issuer contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Agreement, (b) any investigation made by or on behalf of the Commission or the Authority, (c) the purchase of the Bond hereunder, and (d) any disposition of or payment for the Bond.

Any audit or review of plans and specifications and any inspection of the work shall be for the Commission’s convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Commission of responsibility for design or construction.

Neither the Commission nor the Authority is a partner, joint venturer, or in any other way a party to the Project or the operation of the System. Neither the Commission nor the Authority shall in any way be liable or responsible by reason of the provisions hereof to the Issuer or to any third party for the payment of any claims in connection therewith.

This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

This Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and will not confer any rights upon any other person. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

**ARKANSAS NATURAL RESOURCES
COMMISSION**

By: _____
Title:

**ARKANSAS DEVELOPMENT FINANCE
AUTHORITY**

By: _____
Title:

ACCEPTED this ____ day of _____, 2024.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title: Mayor

EXHIBIT A**Amortization Schedule**

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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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
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

Date	Payment Amount	Interest	Servicing Fee	Principal
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>

EXHIBIT B
Uses of Funds

Issuer: City of Fayetteville, Arkansas

Loan Number: 02357-DW-L

<u>Item</u>	<u>Costs</u>
Planning and Design	\$ 9,550,000
Administrative Fee	-0-
Local Loan Expenses	35,000
Capitalized Interest	-0-
Construction Costs	75,415,000
Contingency	<u>-0-</u>
Principal Amount:	<u>\$85,000,000</u>

EXHIBIT C

Disbursement Request

Project Name: _____		Request Number: <u>01 (Loan Closing)</u>	
Project Number: _____		Percent Completed: _____	
Loan Number: _____			
Employer ID No.: _____			

Cost Classification	Cost Incurred to Date	RLF Eligible Amount	Previous RLF Disbursements	RLF Payment Due this Request
a. Construction - Plant				\$ -
b. Construction - Linework	\$ -	\$ -	\$ -	\$ -
c. Pre-App and PER	\$ -	\$ -	\$ -	\$ -
d. Environmental Info Document	\$ -	\$ -	\$ -	\$ -
e. Facility Plan	\$ -	\$ -	\$ -	\$ -
f. A/E Basic Fees - Design Phase	\$ -	\$ -	\$ -	\$ -
g. A/E Basic Fees-Bid Phase	\$ -	\$ -	\$ -	\$ -
h. A/E Basic Fees-Const. Phase	\$ -	\$ -	\$ -	\$ -
i. Inspection Phase	\$ -	\$ -	\$ -	\$ -
j. Project Performance Work Plan	\$ -	\$ -	\$ -	\$ -
k. Project Performance Fees	\$ -	\$ -	\$ -	\$ -
l. O&M Manual	\$ -	\$ -	\$ -	\$ -
m. Davis-Bacon Reports	\$ -	\$ -	\$ -	\$ -
n. AIS Verifications	\$ -	\$ -	\$ -	\$ -
o. Section F - Additional Engineering	\$ -	\$ -	\$ -	\$ -
p. Legal Fees	\$ -	\$ -	\$ -	\$ -
q. Owner Reimbursement	\$ -	\$ -	\$ -	\$ -
r. Other	\$ -	\$ -	\$ -	\$ -
s.				\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

I certify that to the best of my knowledge, that this disbursement request	Requested By:	Signature of Authorized Certifying Official	Date Report Submitted:
		Typed or Printed Name and Title	Telephone Number:

accurately reflects the total RLF amount due to date and that all costs requested are in accordance with the terms of the bond purchase agreement and RLF regulations. I further certify that all work has been inspected and performed in accordance with RLF program requirements.			
	Prepared By:	Signature of Engineering Consultant	Date Signed:
	Approved By:	Typed or Printed Name and Title	Telephone Number:
		Signature of RLF Official	Date Signed:
		Typed or Printed Name and Title	Telephone Number:
		Signature of Project Engineer	Date Signed:
	Typed or Printed Name and Title	Telephone Number:	

EXHIBIT D

REQUIRED FEDERAL CONDITIONS FOR SRF LOANS

Accounting Standards

The Borrower shall establish and maintain an accounting system and internal controls which will ensure the recording and safeguarding of all project activities in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The Borrower shall maintain separate accounting records for the project accounts in accordance with the CWSRF regulation 40 CFR 35.3135(i) or the DWSRF regulation 40 CFR 35.3550(i) as appropriate.

OMB – Uniform Guidance Subpart F Audits

In accordance with 2 CFR 200.501(a), the Borrower hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014. The Borrower must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the Borrower's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package **MUST** be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facides.census.gov/> . For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://facweb.census.gov/>

Note: The FAC will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the [new FAC](#) hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023, may need to be completely re-started at the new GSA FAC. Click [here](#) to access/bookmark the future GSA FAC site, and get updates about the transition.

Wage Rate Requirements (Davis-Bacon Act):

The Borrower agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by either a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372); or a drinking water revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other

lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

See "*Attachment A*" for the Davis Bacon wage rate requirements.

Responsibilities of Participants Regarding Doing Business with Other Persons (Debarment)

Borrower shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Borrower is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Borrower acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the Borrower may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Borrowers may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

Utilization of Disadvantaged, Minority and Women's Business Enterprises

The Borrower agrees to comply with the requirements of EPA's Program for Utilization of Disadvantaged, Minority and Women's Business Enterprises (DBE/MBE/WBE) in procurement under assistance agreements, contained in 40 CFR Part 33. This includes the contract administration provisions of 40 CFR 33.302.

GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Borrower agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit,

in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The Borrower agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," or other designated reporting form, beginning with the Federal fiscal year reporting period the recipient receives the award and continuing each quarter until the project is completed. Regardless of the activity, if the project is not complete, reports must be submitted to meet the reporting requirement each quarter. Failure to submit reports timely, could result in non-compliance. According to eCFR title 2, subtitle A, chapter II, Part 200, Part D 200.339 "remedies for noncompliance" list six (6) circumstances the State can take for noncompliance, the list can be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D?toc=1>. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. Quarterly reports are due by the 15th of the month following the end of each quarter:

<u>Period</u>	<u>Due Date</u>
Jan – Mar	Apr 15
Apr – Jun	Jul 15
Jul – Sept	Oct 15
Oct – Dec	Jan 15

SAM and UEI Requirements

System for Award Management and Universal Identifier Requirements.

- A. Requirement for System for Award Management (SAM) unless exempted from this requirement under 2 CFR 25.110, the Borrower must maintain current information in the SAM. This includes information on the Borrower's immediate and highest-level owner and subsidiaries, as well as on all the Borrower's predecessors that have been awarded a federal contract or federal financial assistance within the last three years, if

applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the Borrower reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term,

B. Requirement for Unique Entity ID Numbers (UEI)to receive funding Borrower must provide and maintain status of its UEI.

C. Definitions. For purposes of this condition:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: <https://www.sam.gov>.
2. The Unique Entity ID number (UEI) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. The Unique Entity ID (UEI) is the official identifier for doing business with the U.S. Government as of April 4, 2022. Entities registering in SAM.gov are assigned a Unique Entity ID as a part of the registration process. Entity uniqueness continues to be validated by an entity validation service. As part of this transition, the DUNS Number has been removed from SAM.gov.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward (2 CFR 200.1):
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that (2 CFR 200.1):
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Equipment Purchase and Disposition

All equipment purchases under this Loan, as well as the disposition of such equipment, shall be in accordance with 40 CFR 31.32.

Compliance with Cross-cutting Authorities

The Borrower will comply with the applicable Federal cross-cutting authorities as specified under 40 CFR 35.3575. The State further agrees to inform EPA when consultation or coordination with other Federal agencies is necessary to resolve issues regarding compliance with cross-cutter requirements.

American Iron and Steel

- (1) *Definitions.* As used in this award term and condition —
 - (a) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - (b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- (2) *Domestic preference.*
 - (a) This award term and condition implements P.L. 113-76, Consolidated Appropriations Act, 2014, Section 436, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (2)(b) and (2)(c) of this section and condition.
 - (b) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.
 - (c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —
 - (i) applying the requirement would be inconsistent with the public interest;

- (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (3) Request for a Waiver under (2)(c).
 - (a) Any recipient request to use foreign iron or steel products in accordance with paragraph (2)(c) of this section shall include adequate information for Federal Government evaluation of the request, including —
 - (1) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (2) Unit of measure;
 - (3) Quantity;
 - (4) Cost;
 - (5) Time of delivery or availability;
 - (6) Location of the project;
 - (7) Name and address of the proposed supplier; and
 - (8) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (2)(c) of this section.
 - (b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
 - (c) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 113-76 Section 436 section 1605 of the American Recovery and Reinvestment Act.
 - (d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Build America Buy America Act

- (1) Definitions. As used in this award term and condition —
 - (a) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - (b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- (c) End Product Manufactured in the United States – as defined in part 25 of the Federal Acquisition Regulation by the Federal Acquisition Regulatory Council.
 - (d) Construction Material includes an article, material, or supply – *other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives* - that consists primarily of:
 - (i) non-ferrous metals;
 - (ii) plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
 - (iii) glass (including optic glass);
 - (iv) lumber; or
 - (v) drywall
- (2) Domestic content procurement preference.
- (a) This award term and condition implements P.L. 117-58, Build America, Buy America Act §§70901-52, by requiring that all iron, steel, manufactured products, and construction materials used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (2)(b) and (2)(c) of this section and condition.
 - (b) This requirement does not apply with respect to a project if funds were secured prior to May 14, 2022.
 - (c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron and steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (3) Request for a Waiver under (2)(c).
- (a) Any recipient request to use foreign iron or steel products in accordance with paragraph (2)(c) of this section shall include adequate information for Federal Government evaluation of the request, including —
 - (1) Waiver type;
 - (2) Recipient Name and Unique Entity Identifier (UEI);
 - (3) Financial assistance listing name and number;

- (4) Federal financial assistance program name;
 - (5) Federal Award Identification Number (FAIN) (if available)
 - (6) Federal financial assistance funding amount;
 - (7) Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known);
 - (8) Infrastructure project description and location (to extent known);
 - (9) List of iron or steel item(s), manufactured products, and construction materials proposed to be excluded from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS codes for each;
 - (10) A description and detailed justification for use of the foreign iron, steel, manufactured product(s), or construction material(s);
 - (11) A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor
 - (12) A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, and in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
 - (13) Anticipated impact if no waiver is issued;
 - (14) Any relevant comments received during the public comment period.
- (b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
 - (c) Unless the Administrator issues a waiver of this term, use of foreign iron, steel, manufactured product(s), or construction material(s) is noncompliant with P.L. 117-58 Section 70914 of the Build America, Buy America Act.
 - (d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Signage

The Borrower agrees to comply with the 2015 SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. Projects that receive BIL funding must follow the BIL specific signage term and conditions. The BIL signage term and condition requires a physical sign displaying the official Building a Better America emblem and EPA logo be placed at construction sites for BIL-funded projects. For the Clean Water and Drinking Water SRF programs, this requirement applies only to the following projects:

- Construction projects identified as “equivalency projects” for BIL general supplemental capitalization grants.

- Construction projects that receive additional subsidization (grants or forgivable loans) made available by BIL general supplemental capitalization grants.
- All construction projects funded with BIL emerging contaminants capitalization grants.
- All construction projects funded with BIL lead service line replacement capitalization grants.

Equal Employment Opportunity Provision

The Borrower hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Borrower further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: PROVIDED, that if the Borrower so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliances.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Non-Discrimination Provisions

Comply with the Civil Rights Act of 1964, P.L. 88-352; Section 13 of The Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination; Section 504 of the

Rehabilitation Act of 1973 regarding discrimination against the handicapped; and The Age Discrimination Act of 1975.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - 1) Procure or obtain, extend or renew a contract to procure or obtain;
 - 2) Enter into a contract (or extend or renew a contract) to procure; or
 - 3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

ATTACHMENT A

Wage Rate Requirements Under The Safe Drinking Water Act, Section 1450(d)

Preamble

With respect to the Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

ATTACHMENT 1

I. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Mr. Dannell Brown, brown.dannell@epa.gov, (214) 665-7279 of EPA Region 6 in Dallas, Texas for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Consolidated Appropriations Act, 2016, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2016 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Mr. Dannel Brown, brown.dannell@epa.gov, (214) 665-7279 of EPA Region 6 in Dallas, Texas EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2016 Consolidated Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to **the Arkansas Resources Commission Project Engineer assigned to the project**, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not

award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2016 Consolidated and Continuing Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the

contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social

security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.



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**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Susan Norton, Chief of Staff**
Paul Becker, Chief Financial Officer

FROM: **Kit Williams, City Attorney**

DATE: **April 4, 2024**

RE: **\$85 Million Bond to the Arkansas Development Finance Authority**

Bond ordinances are usually the longest ordinances I read at a City Council meeting. I understand that most other cities just suspend the statutory rules requiring that each ordinance "shall be fully and distinctly read on three (3) different days" and read only the title. This suspension of the reading rule is expressly authorized by statute.

I have always felt it was important to read a bond ordinance which commits the City to repay millions of dollars, in this case over \$90 Million which includes the "servicing fee" of 0.75% per annum, but no interest charges. This is certainly a very favorable bond agreement for the City of Fayetteville and all of its water system rate payers.

However, I believe it would make no sense for me to read about five pages of the ordinance detailing each of the 240 monthly payments. This lengthy table showing the due date of each payment, payment amount (always \$381,503.44), interest charged (always \$0), servicing fee (declining amount as the bond is repaid: beginning at \$53,125.00 on May 1, 2027 and ending at \$238.29 on April 1, 2047), and finally the amount of payment applied to the principal debt beginning at \$328,378.44 on May 1, 2027 and ending at \$381,264.80 on April 1, 2047 which is the final payment for this \$85,000,000.00 bond.

Before the first reading of the bond ordinance, I will ask that the City Council suspend the rules to allow me not to read the five pages of these payment tables that the Arkansas Development Finance Authority required to be within the ordinance. I do intend to read everything else in this ten-page ordinance.

After the first reading, I recommend that the City Council suspend the second and third readings of anything except the ordinance title as is our usual procedure. If anyone has any questions, please let me know before the meeting so any questions can be properly answered. Bond Council Gordon Wilbourn will be present at your meeting for any other questions you may have.



MEETING OF APRIL 16, 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-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482): Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:

City planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located west of the University of Arkansas main campus at the northeast corner of Markham Road and Hornsby Drive. The property contains one parcel totaling 0.30 acres which is currently zoned RSF-4, Residential Single-Family – Four Units per Acre, and developed with a single-family dwelling which Washington County records indicate was built in 1906.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family – Four Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: To date, staff has received no public comment regarding this request.

Land Use Compatibility: Staff finds the requested rezoning to be somewhat compatible with the surrounding area. The subject property is surrounded by properties that are developed with single-family residences or owned by the University of Arkansas, or both. A rezoning to RI-U would allow for the by-right development of single-family to four-family dwellings without limitation to density. Cluster housing developments are also permitted by right in RI-U zoning where they are a conditional use in RSF-4. While staff acknowledges that density limited only by development standards may allow for development that is out of character with the surrounding area, staff finds that an increase in density and a wider range of housing types is appropriate at this location. The property is situated near the University of Arkansas main campus and in proximity to public trails and bus stops, and it is a relatively small lot containing only about 0.30 acres. Given the limited size of the lot and the City's tree preservation, parking, and drainage requirements, staff finds that any future development on the property is likely to be limited. Both RI-U and RSF-4 have a stated building height maximum of three stories, though RI-U allows for smaller lots and larger building areas.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood Area. A rezoning from RSF-4 to RI-U could support goals 1, 4, and 6 in City Plan 2040 by providing an opportunity for residential infill near bus stops and trails. Increased density and diversity in housing types also directly aligns with the intent of Residential Neighborhood areas as outlined in the City Plan 2040 Future Land Use Map.

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 2, 708 N. Garland Ave.)
- Near Sewer Main (six-inch mains, Markham Road and Hornsby Drive)
- Near Water Main (six-inch and 12-inch mains, Markham Road and Hornsby Drive)
- Near U of A Campus
- Near City Park (Hotz Park)
- Near Paved Trail (Side-Path Trail, Razorback Road)
- Near Razorback Bus Stop (Route 48)

DISCUSSION:

At the March 11, 2024, Planning Commission meeting, a vote of 8-1-0 forwarded this request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner Madden seconded it. Commissioner Garlock voted against the requested rezoning since he found it to be incompatible with the surrounding area. He also expressed concerns about the University of Arkansas causing a greater demand for housing in this area. Other commissioners offered little comment on the item. No members of the public spoke at the meeting.

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 #: 2024-1826

RZN-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482): Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 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 2024-0005 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 1510 W. MARKHAM ROAD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1826

Item ID

4/2/2024

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

Jonathan Curth

3/15/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482): Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

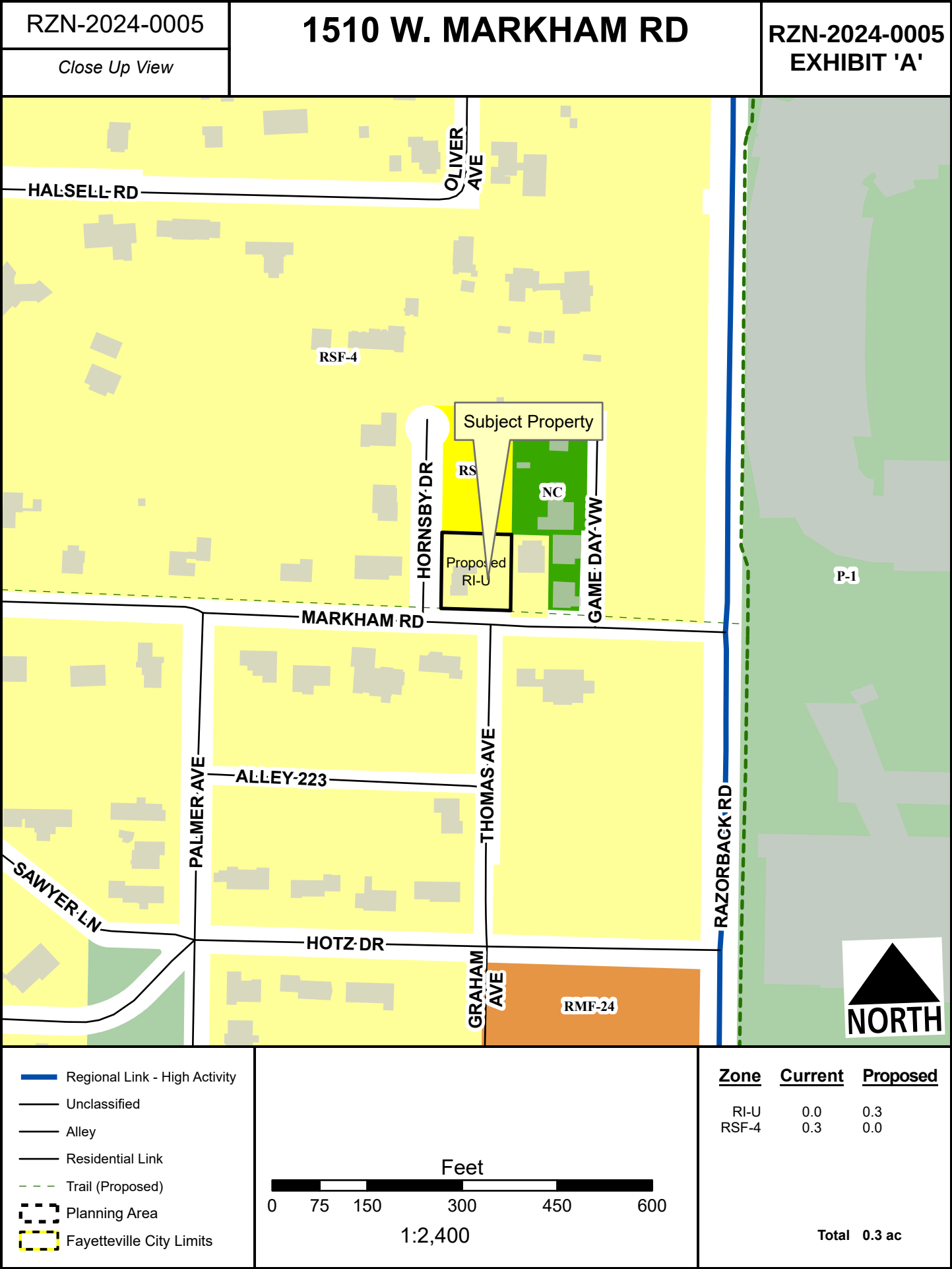
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



LEGAL DESCRIPTION

1510 W. Markham Road in Fayetteville, Arkansas
(Parcel ID: 765-06439-000)

Lot 1, Hornsby Addition, Fayetteville, Arkansas, as per plat on file in the office of the Circuit
Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to easements, rights-of-way, and restrictions of record, if any.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: March 11, 2024 (updated with results)

SUBJECT: **RZN-2024-0005: Rezoning (1510 W. MARKHAM RD./L&F CONSTRUCTION, 482):** Submitted by L&F CONSTRUCTION for property located at 1510 W. MARKHAM RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2024-0005** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0005** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located west of the University of Arkansas main campus at the northeast corner of Markham Road and Hornsby Drive. The property contains one parcel totaling 0.30 acres which is currently zoned RSF-4, Residential Single-Family – Four Units per Acre, and developed with a single-family dwelling which Washington County records indicate was built in 1906. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RSF-8, Residential Single-Family - Eight Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family - Four Units per Acre
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	RSF-4, Residential Single-Family - Four Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family – Four Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage along Markham Road, a partially improved Residential Link Street with asphalt paving, sidewalk along the south side of the street, and curb and gutter. The property also has frontage along Hornsby Drive,

a partially improved Residential Link Street with asphalt paving, sidewalk along the east side of the street, and curb and gutter. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing six-inch water main is present on the north side of Markham Road. An existing 12-inch main is also present on the west side of Hornsby Drive.

Sewer: Sanitary sewer is available to the subject property. An existing six-inch sewer main is present on the south side of Markham Road and on the east side of Hornsby Drive.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no hydric soils or protected streams are present on site. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 2, located at 708 N. Garland Ave., protects this site. The property is located approximately one mile from the fire station with an anticipated drive time of approximately five minutes using existing streets. The anticipated response time would be approximately 7.2 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, RSF-4, Residential Single-Family – Four Units per Acre, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, 708 N. Garland Ave.)
- Near Sewer Main (six-inch mains, Markham Road and Hornsby Drive)
- Near Water Main (six-inch and 12-inch mains, Markham Road and Hornsby Drive)

- Near U of A Campus
- Near City Park (Hotz Park)
- Near Paved Trail (Side-Path Trail, Razorback Road)
- Near Razorback Bus Stop (Route 48)

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 somewhat compatible with the surrounding area. The subject property is surrounded by properties that are developed with single-family residences or owned by the University of Arkansas, or both. A rezoning to RI-U would allow for the by-right development of single-family to four-family dwellings without limitation to density. Cluster housing developments are also permitted by right in RI-U zoning where they are a conditional use in RSF-4. While staff acknowledges that the unlimited density allowance associated with RI-U zoning may allow for development that is out of character with the surrounding area, staff finds that an increase in density and a wider range of housing types is appropriate at this location. The property is situated near the University of Arkansas main campus and in close proximity to public trails and bus stops, and it is a relatively small lot containing only about 0.30 acres. Given the limited size of the lot and the City's tree preservation, parking, and drainage requirements, staff finds that any future development on the property is likely to be limited. Both RI-U and RSF-4 have a stated building height maximum of three stories though RI-U allows for smaller lots and larger building areas.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area. A rezoning from RSF-4 to RI-U could support goals 1, 4, and 6 in City Plan 2040 by providing an opportunity for residential infill near bus stops and trails. Increased density and diversity in housing types also directly aligns with the intent of Residential Neighborhood areas as outlined in the City Plan 2040 Future Land Use Map.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff believes that there is sufficient justification to rezone the property from RSF-4 to RI-U since the proposed rezoning would be consistent with the property's future land use designation and support several goals of City Plan 2040.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 to RI-U has the potential to increase traffic at this location when considering that RI-U would allow for development that is

greater in density than the existing RSF-4 zoning. However, staff finds that any impacts associated with future development are likely to be limited since the subject property is relatively small and has frontage along two Residential Link streets. Staff also finds that increased traffic danger and congestion could be offset by the property's proximity to a public trail and Razorback Transit bus stop.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets, water, and sewer, and any necessary improvements 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-2024-0005 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:			
Required	<u>YES</u>		
Date: <u>March 11, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Brink		with a recommendation of approval	
Second: Madden			
Vote: 8-1-0			

BUDGET/STAFF IMPACT:
None

- ATTACHMENTS:**
- Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre

- §161.12 District RI-U, Residential Intermediate – Urban
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

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

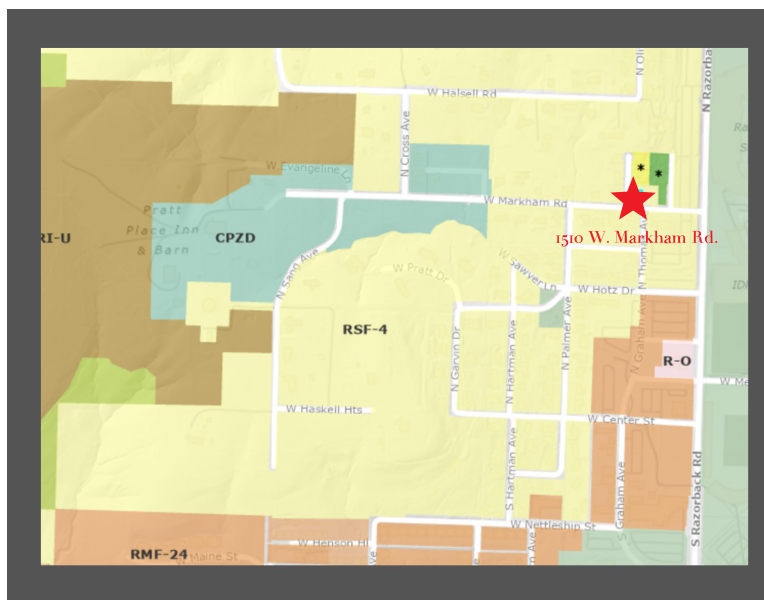
(F) *Building Height Regulations.*

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.



1510 W. MARKHAM ROAD IN FAYETTEVILLE (Parcel ID 765-06439-000)

According to the City of Fayetteville [GIS map](#), 1510 W. Markham Road in Fayetteville (the Subject Property) is Lot 1 in the Hornsby Addition, it's currently zoned RSF-4 and it's 1/3 of an acre in size. The two lots north of the subject property are currently zoned RSF-8 and are two of five adjacent lots owned by the University for future expansion. There is a new development at the end of Markham Road to the west, Markham Hill Residential. It appears a significant portion of this area has already been rezoned to CPZD and RI-U. More immediately to the east of the subject property you'll find an upscale, three-story home at the intersection of Markham and Game Day View.

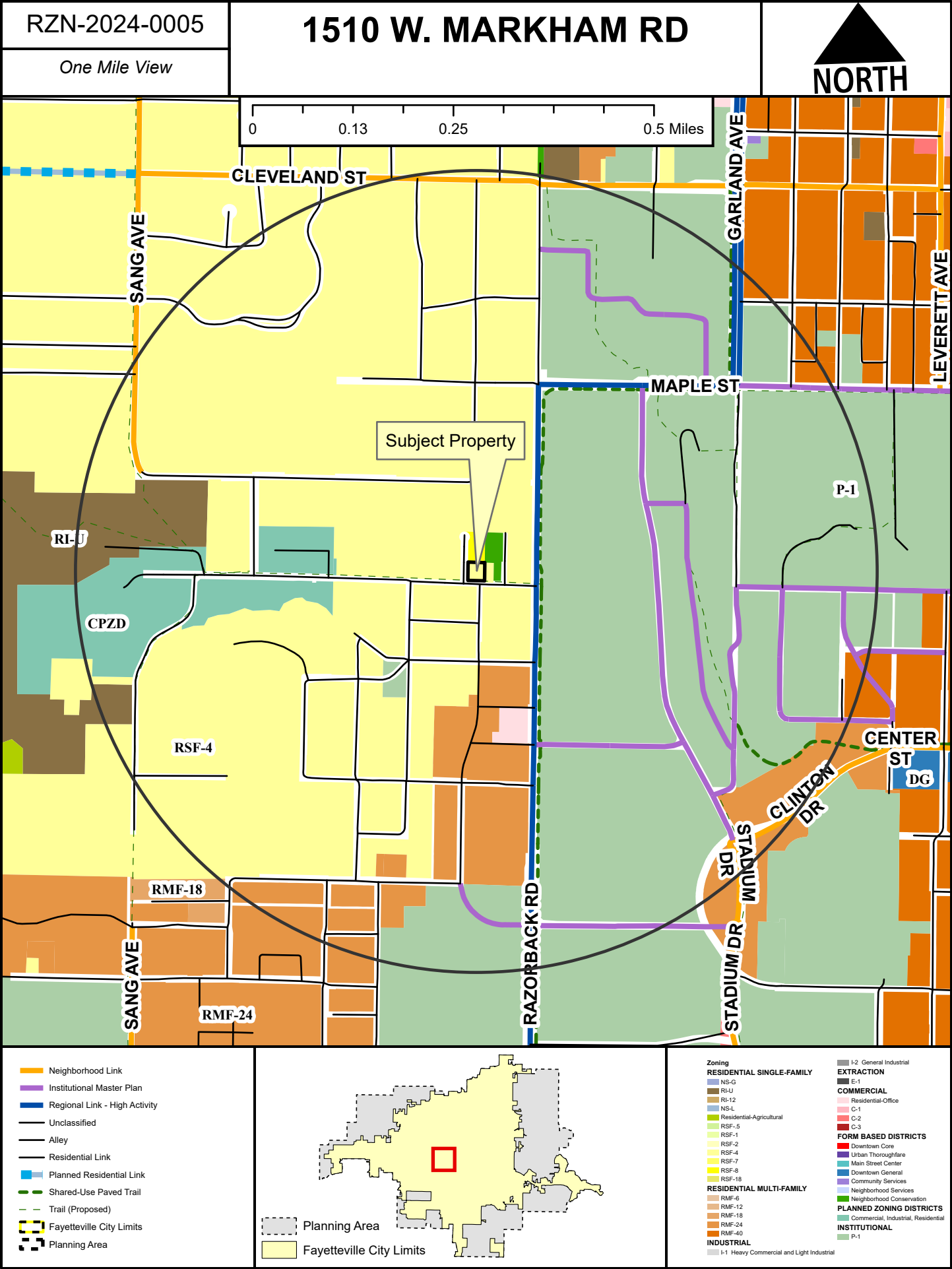
The City of Fayetteville recently released "The Fayetteville Housing Report" on October 31, 2023. According to the [Presentation Series Outline](#) that was posted online the city reported:

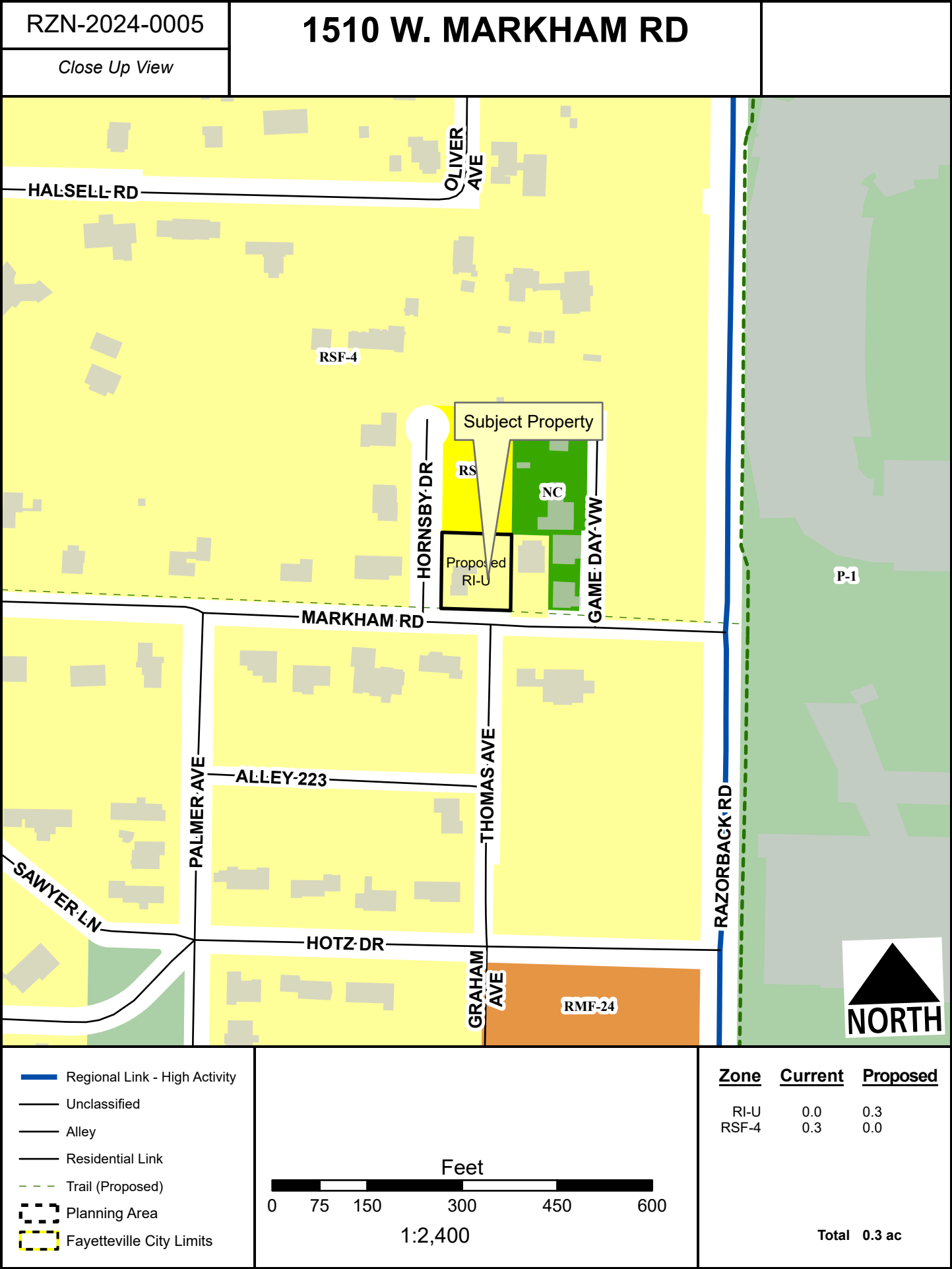
1. "Fayetteville needs about 1,000 new units of housing annually to keep pace with projected population growth."
2. "From 2019-2022 Fayetteville fell approximately 1,480 housing units short of demand."
3. "If all new housing units needed for projected population growth were built as RSF-4, it would require nearly 7,000 acres of land or 11 square miles and more than 156 miles of streets, water, and sewer."
4. They need to "ensure that ultimate zoning strategy accommodates residential and mixed-use development... and increases development density..."

In an effort to gently increase density and provide more housing for the residents of Fayetteville, we are asking the City to rezone 1510 W. Markham Road to RI-U to allow for 4 townhomes, each with an ADU, to be built on the third of an acre lot. This rezoning would be in line with the City's goals to increase development density to allow for more housing to keep pace with population growth.

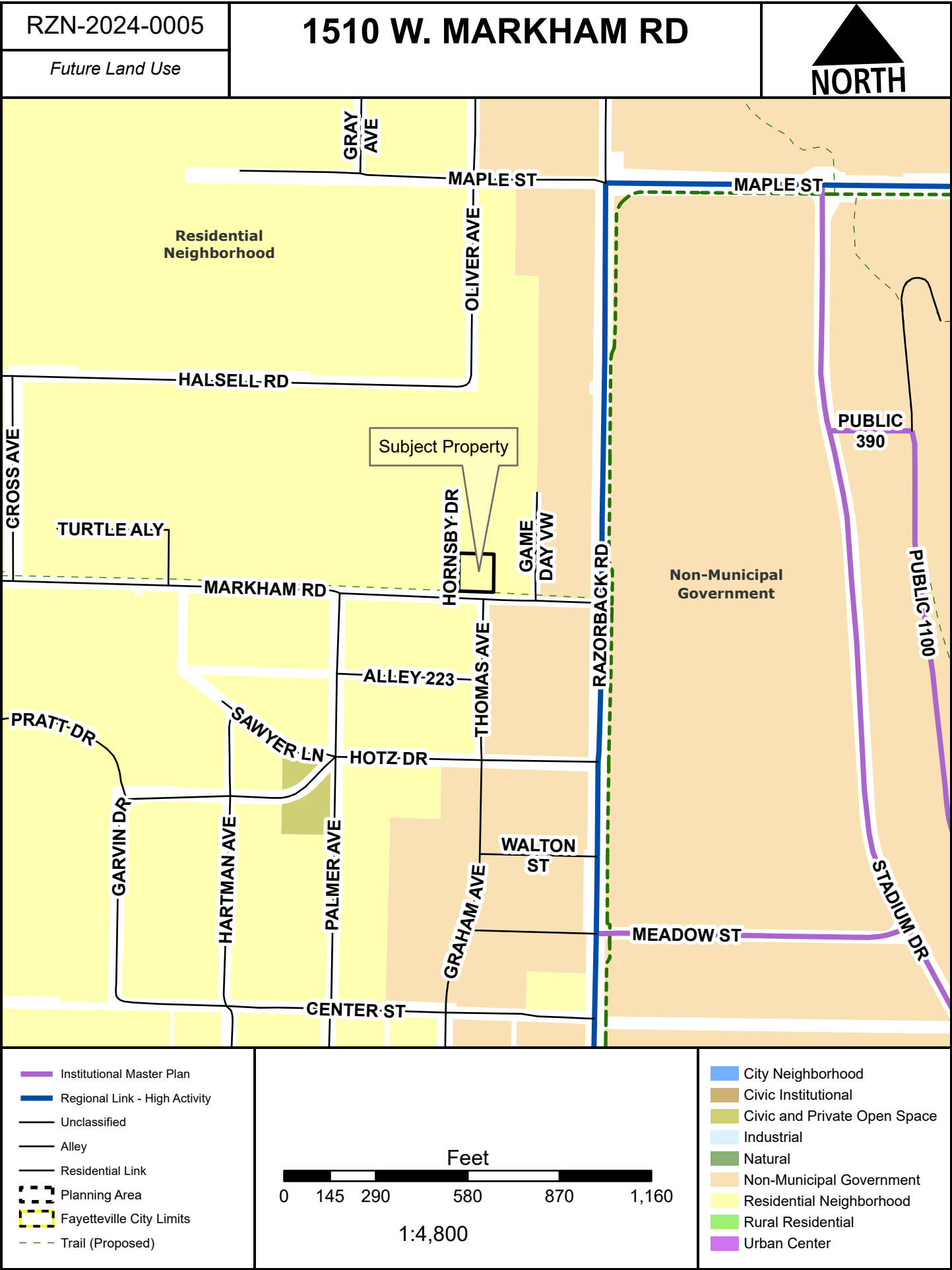
According to the [City website](#), Residential Intermediate - Urban (RI-U) is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living. This is exactly what we want to do with the land at 1510 W. Markham Road. Currently there is a house in disrepair on the property, which adversely affects the neighboring properties. Changing the zoning to allow for gentle density (four townhomes with accessory dwelling units) would positively affect the neighboring properties and their property values.

The addition of these proposed four new townhomes in-between the University of Arkansas campus and Markham Hill residential is poised to blend seamlessly with the existing landscape. Through thoughtful design and adherence to City regulations, the new construction will enhance the area's appeal without imposing on the tranquility of neighboring homes. With careful consideration, the townhomes promise to seamlessly integrate a sense of community and neighborhood cohesion.









Page 363 of 508



MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Kristin Cavette, Accounting Director
SUBJECT: **Alcoholic Beverage Permit Fee Cap Removal**

RECOMMENDATION:

Amend City Code to remove alcohol permit fee cap of \$500.00 listed under "Other Permits."

BACKGROUND:

The State of Arkansas has over 50 types of alcoholic beverage licenses with fees that are updated frequently, while the City has less than 20 license types and no fee updates in over 20 years. To keep up with the State of Arkansas in terms of permits and fees, the City ordinance needs to be updated. In August 2023, Hannah Hungate, Assistant City Attorney, provided the Accounting Department staff with a memo detailing the fees that the City could be charging to keep up with the State's fee changes, as well as an inclusive list of current State permit types that could be implemented by the City of Fayetteville.

DISCUSSION:

Accounting's goal is to utilize the "Other Permits" section of the city ordinance to allow additional permitting for those that are not currently specified in the ordinance, specifically the State permit types of "Grocery Store Wine" (GSW) and "Sampling Beer, Wine, and/or Spirits" (SBWS). The GSW permit fee is based on the square footage of the permitted space, which can range from \$1,000 to \$5,000, while the SBWS permit fee is determined by the items that are being sampled. By removing the current City permit fee cap of \$500 and incorporating guidelines previously mentioned in the ordinance, the City permit fees shall not exceed one-half of the state permit fee. The City would implement these permits with fees ranging from \$500 to \$2,500. This change could increase permit fee revenue, which was previously limited due to the \$500 fee cap.

BUDGET/STAFF IMPACT:

ATTACHMENTS: SRF (#3), Alcohol Permitting Memo - Permit Types & Fees (#4), Types of State Alcohol Permits (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1879

Alcoholic Beverage Permit Fee Cap Removal

AN ORDINANCE TO AMEND §111.30 RETAIL IN CHAPTER 111 ALCOHOLIC BEVERAGES OF THE CITY CODE TO REMOVE THE PERMIT FEE CAP OF \$500.00 FOR CERTAIN RETAIL ALCOHOL PERMITS

WHEREAS, on April 7, 2020, the City Council approved Ordinance 6299, which authorized the issuance of retail alcohol permits to an applicant who has received a permit from the State of Arkansas that does not conform to the types listed in § 111.30 of the City Code; and

WHEREAS, Ark. Code Ann. § 3-4-202 authorizes the City to issue permits for retail alcohol sales and sets a cap for the City fee to one-half of the fee collected by the Arkansas Alcoholic Beverage Control Board; and

WHEREAS, at the time Ordinance 6299 was adopted, the City Council further capped the City permit fee at no more than \$500.00; and

WHEREAS, the Accounting Division has identified two Alcoholic Beverage Control Board permit types, the "Grocery Store Wine" and "Sampling Beer, Wine, and/or Spirits" permits with state fees of up to \$2,500.00 and recommends removing the \$500.00 cap on the City permit fee.

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 §111.30(J) ***Other Permits*** by striking "No annual permit fee shall exceed the amount of \$500.00." from subsection (J)(1).

City of Fayetteville Staff Review Form

2024-1879

Item ID

4/9/2024

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

Katie Moore

3/28/2024

ACCOUNTING & AUDIT (131)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Removal of alcohol permit fee cap listed under "Other Permits" section in City Ordinance.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item?

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost?

Item Cost

\$ -

Is a Budget Adjustment attached?

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Katie Moore**, Accounting Clerk

CC: **Blake Pennington**, Senior Assistant City Attorney
Deborah Smallwood, Accounting Manager
Kristin Cavette, Accounting Manager
Sherry Pennington, Accounting

FROM: **Hannah Hungate**, Assistant City Attorney

DATE: **August 29, 2023**

RE: **City-Issued Alcohol Permits**

The purpose of this memorandum is to answer two questions: (1) for which alcohol permits can the City charge a fee, and (2) what fee is the City allowed to charge? How to enforce those fees and the alcohol taxes that can be charged will be the subject of future memoranda.

1. For Which Permits Can the City Charge a Fee?

Arkansas law allows municipalities to license and tax the manufacture and sale of alcohol, provided that: (a) both the city and county aren't charging a license fee for the same premises, and (b) the municipality's license fee never exceeds half the fee collected by the Alcohol Beverage Control Board. *See* Ark. Code Ann. § 3-4-202(b); § 3-5-211; § 3-5-213. Our own Code also allows the City to issue permits for "manufacturing, transporting, storing, handling, receiving, distributing, selling, or dispensing, either at wholesale or retail, any controlled beverage, except wine, within the city[.]" FAYETTEVILLE, ARK. ORDINANCE § 111.03. This broad language lets the City issue permits based on most activities involving alcohol.

That being said, the Code is ambiguous regarding permits for the manufacture and sale of wine. § 111.01(A) specifically exempts wine from the alcoholic beverage regulations in City Code Chapter 111. As does § 111.03(A), which makes it unlawful for any person to manufacture, transport, store, handle, receive, distribute, sell, or dispense any controlled beverage, **except wine**, without a permit. However, § 111.11 provides that it is a misdemeanor for sellers of beer and light wine to operate without a valid city permit,

and subsequent Code sections set forth the fees and requirements to obtain City permits for manufacturing and selling wine. *See, e.g.,* FAYETTEVILLE, ARK. ORDINANCE § 111.20(B) (wholesale beer and light wine permit), § 111.30(B) (retail beer and light wine off-premises permit), § 111.30(C) (retail beer and light wine on-premises permit), § 111.30(H) (restaurant beer and wine permit).

It is possible this ambiguity arose from state law, which mandates that the State regulatory statutes “shall not in any manner be construed to apply to the manufacture, sale, and distribution of wines or vinous liquors manufactured, sold, and distributed by residents of Arkansas.” Ark. Code Ann. § 3-1-103(a). However, the Arkansas statute clarifies that any wines not manufactured in the state are subject to Arkansas regulations, a distinction absent from the City Code. Further, according to the staff attorney for the Alcohol Beverage Control Board, even when alcohol is manufactured solely within the state, the ABC requires the manufacturer to obtain a Small Winery Permit. At some point, it may be worth considering a Code revision which clarifies that wine is subject to the City’s alcohol permitting power.

2. What Permit Fees Can the City Charge?

The State grants the City a wide latitude in setting alcohol permit fees, so long as those fees do not exceed 50% of those charged by the State.¹ Below is a table containing each alcohol permit currently enumerated in the City’s Code and a maximum dollar amount the City could charge for the permit, if it so chose:

Permit	Description	Fee Currently Charged	Fee the City Could Charge
Wholesale Liquor Permit	Authorizes the purchase from licensed manufacturers or importers of spirituous and vinous beverages or malt liquor containing more than 5% alcohol by weight, and the sale of such beverages to persons holding a valid liquor off-premises permit or a hotel, motel or restaurant on-premises consumption permit. Code § 111.20(A)	\$500	\$1,250 (comparing to State Minimum Wholesale Liquor Permit)

¹ For a list of State alcohol permits that are available, please see the attached Table.

Wholesale Beer and Light Wine Permit	Authorizes the purchase of beer, light wine or malt liquor from a licensed manufacturer or importer and the sale of such beverages to retailers holding a valid permit to sell beer, light wine or malt liquor for consumption on or off the premises. Code § 111.20(B)	\$125		\$500 per county where distributor operates
Retail Liquor Off-Premises Permit	Authorizes the purchase of spirituous and vinous beverages from any person holding a valid wholesale liquor permit and the sale of such beverages at retail to consumers for consumption off the premises. Code § 111.30(A)	\$250		\$425
Retail Beer and Light Wine Off-Premises Permit	Authorizes the purchase of beer, light wine, or malt liquor containing less than 5% alcohol by weight from wholesalers holding a valid permit and the sale of such controlled beverages for consumption off the premises described in the permit. Code § 111.30(B)	Gross annual sales \$1,000 or less	\$15	\$175 (comparing to State Retail Beer Permit)
		Gross annual sales greater than \$1,000	\$15 + ½ cent per dollar of gross sales in excess of \$1,000	
		Applicants with no sales history	\$40	
Retail Beer and Light Wine On-Premises Permit	Authorizes the purchase of beer, light wine, or malt liquor containing less than 5% alcohol by weight from a wholesaler holding a valid permit and the sale of such controlled beverages for consumption on or off the premises described in the permit. Code § 111.30(C)	Gross annual sales \$1,000 or less	\$15	\$175 (comparing to State Retail Beer Permit)
		Gross annual sales greater than \$1,000	\$15 + ½ cent per dollar of gross sales in excess of \$1,000	
		Applicants with no sales history	\$40	

Private Club Permit	Authorizes the purchase of any controlled beverages from persons holding an off-premises retail liquor or beer permit who have been designated by the director of the State Alcoholic Beverage Control Board as a private club distributor, and authorizes the dispensing of such beverages for consumption on the premises of the private club to members and guests only of the private club. Code § 111.30(D)	\$125		\$750 (wet area) \$1,500 (dry area)
On-Premises Consumption – Hotel, Motel or Restaurant Permit	Authorizes the purchase of any controlled beverages from persons holding a valid wholesale permit and the sale of such beverages for consumption on the premises of the restaurant described in the permit or in-room hospitality units of the hotel or motel described in the permit. Code § 111.30(E)	Hotels with fewer than 100 rooms	\$250	\$375
		Hotels with 100 or more rooms	\$500	\$750
		Restaurants with seating capacity of less than 100 people	\$250	\$375
		Restaurants with seating capacity of 100 people or more	\$500	\$750
Large Attendance Facility Permit	Authorizes the sale of all types of controlled beverages by a facility which houses a convention center activity, or tourism activity where such establishment has a seating capacity of not less than five hundred (500) people and which serves controlled beverages only on the premises on days that meals and food are served at one (1) or more places on the premises. Code § 111.30(F)	\$500		\$1,250
Off-Premises Caterer Permit	Authorizes the purchase of alcoholic beverages from a retailer to transport to a private function which is being catered by the permit holder and to serve alcoholic beverages to attendees of the private function in conjunction with catered food. Code § 111.30(G)	\$250		\$250

Restaurant Beer and Wine Permit	Authorizes a restaurant which has a valid state Restaurant Beer and Wine Permit to obtain a City of Fayetteville Restaurant Beer and Wine Permit for the retail sale of beer and wine. Code § 111.30(H)	Gross annual sales \$1,000 or less	\$15	\$175
		Gross annual sales greater than \$1,000	\$15 + ½ cent per dollar of gross sales in excess of \$1,000	
		Applicants with no sales history	\$40	
Satellite Catering Permit to Serve Large Meeting or Attendance Facility	Caterers with on-premises consumption - hotel, motel and restaurant permits authorized by subsection (E) may cater alcoholic beverages in the Fayetteville Town Center and other large meeting and attendance facilities. Code § 111.30(I)	\$250		\$500
Other Permits	The Mayor or designee is authorized to issue a permit to an applicant who has received a permit from the State of Arkansas that does not conform with another permit type listed in section. Code § 11.30(J)	½ the fee established by the State, not to exceed \$500		See discussion below
Liquor Manufacturing Permit	Authorizes the manufacture or distilling of spirituous or vinous (except wine) liquors, and the sale to persons holding valid permits to wholesale or import such liquors. Code § 111.40(A)	Manufacture and sale of spirituous liquors	\$500	\$500
		Manufacture and sale of vinous (except wine) liquors	\$250	\$250
Beer Manufacturing Permit	Authorizes the manufacture of beer containing not in excess of five percent alcohol by weight, and the sale of such beer to persons holding a valid permit to wholesale or import such beer. Code § 111.40(B)	\$250		\$375

Rectifying Permit	Authorizes the rectifying, purifying, mixing, blending, or flavoring of spirituous liquors or the bottling, warehousing, or other handling or distribution of rectified distilled spirits. Code § 111.40(C)	\$750	\$750
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For the permits falling into the “Other” category, the City could theoretically charge fees well in excess of \$500 if it were to remove the \$500-cap from the Code. For example, a grocery store wine permit for a store greater than 75,000 square feet has a permit fee of \$5,000 at the State-level.² Therefore, if the Code did not contain the cap, the City could charge a \$2,500-fee for the corresponding City permit.

If the City would prefer to raise some of the above fees to reflect the maximum allowed by the State, the City could do so by either: (a) amending each Code section to substitute the new values, or (b) incorporating language into each section or into a newly-created section that mirrors that in the subsection for “Other” permits:

The amount of the fee shall be one-half of the license fee collected by the State of Arkansas. Any new permit issued pursuant to this subsection between January 1st and June 30th shall be at one-fourth of the license fee collected by the State of Arkansas. ~~No annual permit fee shall exceed the amount of \$500.00.~~

FAYETTEVILLE, ARK. ORDINANCE § 111.30(J)(1).

CONCLUSION

Arkansas cities enjoy broad discretion in developing alcohol permits and setting license fees. The City can amend its Code to introduce any of the state permits listed in the attached table, or it can continue to utilize the “other” category for those applicants that don’t fall cleanly into the Code’s listed categories. Further, if the City wished to change its permit fees to better reflect the state maximums listed above in red, it may do so by amending the Code, as well as reconsidering its self-imposed \$500 cap.

² For perspective, the average Walmart Supercenter is around 200,000 square feet, and the average Sam’s Club is around 134,000. The Neighborhood Market in South Fayetteville is around 43,000 square feet, which means the City could charge a \$1,750 wine permitting fee if there were no cap.

Types of State Alcohol Permits			
<i>Permit</i>	<i>Purpose</i>	<i>Fee</i>	<i>Statute</i>
Bed and Breakfast Private Club Permit	Serving alcohol at breakfast to guests; must have 20 or fewer guest rooms on the premises	\$75	Ark. Code Ann. § 3-9-222(b)(2)
Beer and Light Wine Permit	Wholesale dealing, brokering, or distributing light wine or beer	\$750	Ark. Code Ann. § 3-5-205(a)(2)
Beer Festival Permit	Selling beer, malt beverages, and hard cider on festival grounds	\$250 per event	Ark. Code Ann. § 3-5-105(e)
Beer Manufacturing Permit	Manufacturing beer products for purpose of resale	\$750	Ark. Code Ann. § 3-5-205(a)(2)
Beer Off-Premises Permit	Selling beer or malt liquor for off-premises consumption	\$350	Alcohol Beverage Control application
Beer On-Premises Permit	Selling beer or malt liquor for on- or off-premises consumption	\$350	Alcohol Beverage Control application
Brewing Facility Permit	Producing 45,000 barrels or less of beer, malt, and hard cider at a brewing facility	\$0	Ark. Code Ann. § 3-5-1405(a)(9)
Direct Shipment Permit	Directly shipping vinous liquors into or within Arkansas	\$25	Ark. Code Ann. § 3-5-1703(b)

Distiller's Permit	Distilling spiritous liquors or manufacturing malt liquors	\$1,000 per plant ¹	Ark. Code Ann. § 3-4-602(h)(1)
	Manufacturing vinous liquors (except small farm wines)	\$500 per plant	Ark. Code Ann. § 3-4-602(h)(2)
	Distilling brandy or spiritous liquors for use in fortifying native wines	\$250 per plant	Ark. Code Ann. § 3-4-602(h)(3)
Excursion Train Permit	Selling and serving alcohol on a train	\$200	Ark. Code Ann. § 3-4-612(g)
Grocery Store Wine Permit	Selling wine and hard cider in a grocery store less than 35,001 square feet in size	\$1,000	Ark. Code Ann. § 3-5-1802(d)(2)(A)
	Selling wine and hard cider in a grocery store between 35,001 and 50,000 square feet in size	\$2,500	Ark. Code Ann. § 3-5-1802(d)(2)(B)
	Selling wine and hard cider in a grocery store between 50,001 and 75,000 square feet in size	\$3,500	Ark. Code Ann. § 3-5-1802(d)(2)(C)
	Selling wine and hard cider in a grocery store more than 75,000 square feet in size	\$5,000	Ark. Code Ann. § 3-5-1802(d)(2)(D)
Hard Cider Manufacturing Permit	Manufacturing hard cider	\$300 per plant	Ark. Code Ann. § 3-4-611(f)

¹ The statute lists this fee as being \$300, but ABC cites the same code section to set the fee at \$1,000.

Hard Cider Manufacturing Tap Room	Selling hard cider for off-premises consumption and hard cider, beer, malt beverages, and wine for off-premises consumption through a tap room	\$0	Ark. Code Ann. § 3-4-611(k)
Hard Cider Manufacturing Wholesale Permit	Selling and transporting hard cider in the state	\$250	Ark. Code Ann. § 3-4-611(e)(2)(C)
Hotel-Motel-Restaurant Permit	Selling alcohol for on-premises consumption in a hotel with fewer than 100 rooms	\$750	Ark. Code Ann. § 3-9-212(a)
	Selling alcohol for on-premises consumption in a hotel with 100 or more rooms	\$1,500	Ark. Code Ann. § 3-9-212(a)
	Selling alcohol for on-premises consumption in a restaurant with a seating capacity of fewer than 100 people	\$750	Ark. Code Ann. § 3-9-212(a)
	Selling alcohol for on-premises consumption in a restaurant with a seating capacity of 100 people or more	\$1,500	Ark. Code Ann. § 3-9-212(a)
Hotel or Large-Event Facility Private Club Permit	Distributing alcohol in a hotel with at least 80 rooms	\$1,500	Ark. Code Ann. § 3-9-240(h)(1)
	Distributing alcohol in a large event facility	\$2,500	Ark. Code Ann. § 3-9-240(h)(2)

Large Attendance Facility Mixed Drink Permit	Selling mixed drinks at a large attendance facility	\$3,000	Ark. Code Ann. § 3-9-227(b)(2)
Large Meeting or Attendance Facility Permit	Selling or serving alcohol for on-premises consumption at a facility capable of housing at least 500 people	\$2,500	Ark. Code Ann. § 3-9-212(a)
Layout Center Permit	Operating a layout center as a publicly-traded corporation with its principal place of business in Arkansas and who is already permitted to sell alcohol	\$100	Ark. Code Ann. § 3-4-610(f)
Microbrewery Restaurant Distribution Permit	Distributing up to 45,000 barrels of beer, malt beverages, and hard cider	\$200	Ark. Code Ann. § 3-5-1205(3)
Microbrewery Restaurant Permit	Manufacturing 45,000 or fewer barrels of beer, malt beverages, or hard cider per year	\$750	Ark. Code Ann. § 3-5-1205(a)
Microbrewery-Restaurant Private Club Permit	Manufacturing and selling beer, malt beverages, and hard cider to club members	\$1,500	Ark. Code Ann. § 3-5-1906(a); Alcohol Control Board Rules § 5.85
Military Service Club Mixed Drink Permit	Selling alcohol in service clubs on Arkansas-owned military reservations	\$750	Ark. Code Ann. § 3-4-706(c)(3)(A)

Minimum Wholesale Liquor Permit	Selling fewer than 20,000 total cases of spiritous liquors, wine, hard cider, and malt liquor at wholesale	\$2,500 per establishment	Ark. Code Ann. § 3-4-607(i)(1)
Native Beer – Retail Permit	Selling beer, malt beverages, and hard cider produced by small brewers and microbreweries	\$15	Ark. Code Ann. § 3-5-1406(b)
Native Beer – Wholesale Permit	Selling beer manufactured in Arkansas at wholesale	\$50 ²	{Ark. Code Ann. § 3-5-1406(c)}
Native Brandy Permit	Manufacturing and selling brandy, cordials, and distillates produced solely in Arkansas	\$250	Ark. Code Ann. § 3-6-104(c)-(e)
Nonresident Beer Seller’s Permit	Distributing fewer than 200 barrels of beer or malt to any wholesale dealer or distributor	\$300 ³	Ark. Code Ann. § 3-5-1306(b)(1)(A)
	Distributing between 200 and 1,000 barrels of beer or malt to any wholesale dealer or distributor	\$1,000	Ark. Code Ann. § 3-5-1306(b)(1)(B)
	Distributing more than 1,000 barrels of beer or malt to any wholesale dealer or distributor	\$2,000	Ark. Code Ann. § 3-5-1306(b)(1)(C)
Off-Premises Caterer’s Permit	Catering a private event that includes alcohol	\$500	Ark. Code Ann. § 3-4-902(b)

² ABC claims this fee is set out in Ark. Code Ann. § 3-5-1406(c). However, that subsection doesn’t exist, so it’s unclear where this fee comes from.

³ The ABC charges \$300 for this permit, but the statute requires a \$350 permit. The ABC fee is listed here.

On-Premises Wine Permit	Selling wine for on-premises consumption	\$500	Ark. Code Ann. § 3-9-601(2)(B)(i)
Pari-Mutuel Mixed Drink Permit	Distributing alcohol in a restaurant where pari-mutuel wagering is authorized	\$3,000	Ark. Code Ann. § 3-9-238(b)
Post Exchange Package Permit	Selling alcohol at post exchange facilities controlled by the militia	\$1,000	Ark. Code Ann. § 3-4-701(c)
Private Club Permit	Distributing alcohol in a private nonprofit club located in a “wet” area	\$1,500	Ark. Code Ann. § 3-9-222(b)(1)
	Distributing alcohol in a private nonprofit club located in a “dry” area	\$3,000	Ark. Code Ann. § 3-9-222(b)(3)
Rectifier’s Permit	Rectifying, blending, or flavoring spiritous liquors	\$1,500 per plant	Ark. Code Ann. § 3-4-603(h)
Restaurant Beer and Wine Permit	Selling beer, wine, and hard cider on behalf of a restaurant	\$350	Ark. Code Ann. § 3-4-1001(c)
Restaurant Wine Permit	Serving wine for on-premises consumption at a restaurant or café	\$300	Ark. Code Ann. § 3-9-301(3)(B)
Retail Beer Permit	Selling beer to private citizens	\$350	Arkansas Beverage Control application
Retail Liquor Permit	Operating a dispensary for vinous (except wines), spiritous, malt liquors, and hard cider	\$850	Ark. Code Ann. § 3-4-604(g); Ark. Code Ann. § 3-7-111(a)(1)(C)

Sampling Permit	Conducting alcohol taste-testing events	\$250 for either a wine permit, beer permit, or spirits permit	Ark. Code Ann. § 3-5-104(f)(1)
		\$1,000 for a combined wine, beer, and spirits permit	
Satellite Catering Permit	Serving alcoholic beverages as a hotel, motel, or restaurant at a large meeting or attendance facility	\$500	Ark. Code Ann. § 3-9-202(16)(B)(ii)(c)
Small Brewery Permit	Manufacturing and selling fewer than 45,000 barrels of beer, malt beverages, and hard cider per year	\$300	Ark. Code Ann. § 3-5-1408(1)
Small Farm Winery – Manufacturer Permit	Manufacturing 5,000 gallons of wine or less	\$200	Ark. Code Ann. § 3-5-1605(a)(1)
	Manufacturing more than 5,000 gallons of wine	\$400	Ark. Code Ann. § 3-5-1605(a)(2)
Small Farm Winery Private-Resident Shipping Permit	Shipping wine from a small farm winery to Arkansas residents	\$25	Ark. Code Ann. § 3-5-1710(c)
Small Farm Winery – Retail Permit	Selling small farm winery wine	\$100 per retail dealer’s license	Ark. Code Ann. § 3-5-1605(a)(4)
Small Farm Winery – Wholesale Permit	Shipping by a small farm winery of its wine	\$25	Ark. Code Ann. § 3-5-1710(a)(2)
Small Restaurant Permit	Purchasing 560 liters or less of spiritous liquors from a liquor wholesaler	\$300	Ark. Code Ann. § 3-9-239(c)

Suppliers Permit	Supplying spiritous or vinous liquor	\$50	Ark. Code Ann. § 3-4-608(b)(3)
Tap Room Permit	Operates no more than 2 small brewery tap rooms	\$0	Ark. Code Ann. § 3-5-1405
Temporary Beer Permit	Selling beer at a function sponsored by a nonprofit organization that lasts fewer than 5 days	\$50	Ark. Code Ann. § 3-4-105(b)(1)(A)
Temporary Hard Cider Permit	Selling hard cider at a function sponsored by a nonprofit organization that lasts fewer than 5 days	\$50	Ark. Code Ann. § 3-4-105(b)(1)(D)
Temporary Spiritous Beverage Permit	Selling spirits at a function sponsored by a nonprofit organization that lasts fewer than 5 days	\$50	Ark. Code Ann. § 3-4-105(b)(1)(C)
Temporary Wine Charitable Auction Permit	Selling wine by a nonprofit at a charitable auction	\$50	Ark. Code Ann. § 3-5-1506(b)
Temporary Wine Permit	Selling wine at a function sponsored by a nonprofit organization that lasts fewer than 5 days	\$50	Ark. Code Ann. § 3-4-105(b)(1)(B)
Whole Liquor Permit	Additional permit for storing, transporting, and selling at wholesale alcohol	\$10,000	Ark. Code Ann. § 3-4-605; Ark. Code Ann. § 3-7-111(a)(1)(D)

Wholesale Beer Permit	Selling beer, malt liquor, or spiritous beverages to those with a license to sell for on- or off-premises consumption	\$1,000 per county where the broker, distributor, or dealer operates (not to exceed \$5,000)	Ark. Code Ann. § 3-5-101; Ark. Code Ann. § 3-5-205(a)(1)(A)
Wholesaler Permit	Storing, transporting, and selling spirituous liquor, wine, beer, hard cider, or malt liquors at wholesale	\$700	Ark. Code Ann. § 3-4-605(j)(2)
Wholesaler Support Center Permit	Storing beer and malt at a wholesaler's facility	\$2,000	Ark. Code Ann. § 3-5-1306(d)



MEETING OF APRIL 16, 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: **VAC-2024-0003: Vacation (1722 N. STARR DR./ST. JOSEPH'S CATHOLIC CHURCH, 373): Submitted by CRAFTON TULL for property located at 1722 N. STARR DR. in WARD 3. The property is zoned P-1, INSTITUTIONAL and contains approximately 25.3 acres. The request is to vacate 0.18 acres of general utility easements.**

RECOMMENDATION:

Staff recommends approval of **VAC-2024-0003** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Prior to easement vacation, new water line with associated easements must be permitted, constructed, and accepted by the City.
2. Any damage or relocation of any existing facilities will be at the applicant's expense.

BACKGROUND:

The subject property is in east Fayetteville and contains two parcels totaling approximately 25.3 acres zoned P-1, Institutional. A property line adjustment has been approved to combine two parcels but has not yet been recorded (PLA-2024-0007). The site is currently developed with the St. Joseph's Catholic School and associated parking. In late 2023, a grading permit and associated building permit for the construction of a church in a portion of the existing parking lot was submitted.

Request: The applicant proposes to vacate an existing twenty-foot-wide general utility easement on the property. This easement is required to be vacated in order to continue with an associated proposed project for a church at this property.

DISCUSSION:

The applicant submitted the required approvals with no objections, though with added conditions from the City and franchise utility providers as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

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), Request Letter (#6), Easement Petition (#7), Survey (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1874

VAC-2024-0003: Vacation (1722 N. STARR DR./ST. JOSEPH'S CATHOLIC CHURCH, 373): Submitted by CRAFTON TULL for property located at 1722 N. STARR DR. in WARD 3. The property is zoned P-1, INSTITUTIONAL and contains approximately 25.3 acres. The request is to vacate 0.18 acres of general utility easements.

AN ORDINANCE TO APPROVE VAC-24-03 FOR PROPERTY LOCATED AT 1722 NORTH STARR DRIVE IN WARD 3 TO VACATE A 0.18 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 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 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. A new water line with associated easements must be permitted, constructed, and accepted by the City; and
2. Any damage to or relocation of any existing facilities will be at the applicant's expense.

City of Fayetteville Staff Review Form

2024-1874

Legistar File ID

4/16/2024

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

Jonathan Curth

3/29/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0003: Vacation (1722 N. STARR DR./ST. JOSEPH'S CATHOLIC CHURCH, 373): Submitted by CRAFTON TULL for property located at 1722 N. STARR DR. in WARD 3 The property is zoned P-1, INSTITUTIONAL and contains approximately 25.3 acres. The request is to vacate 0.18 acres of general utility easements.

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:

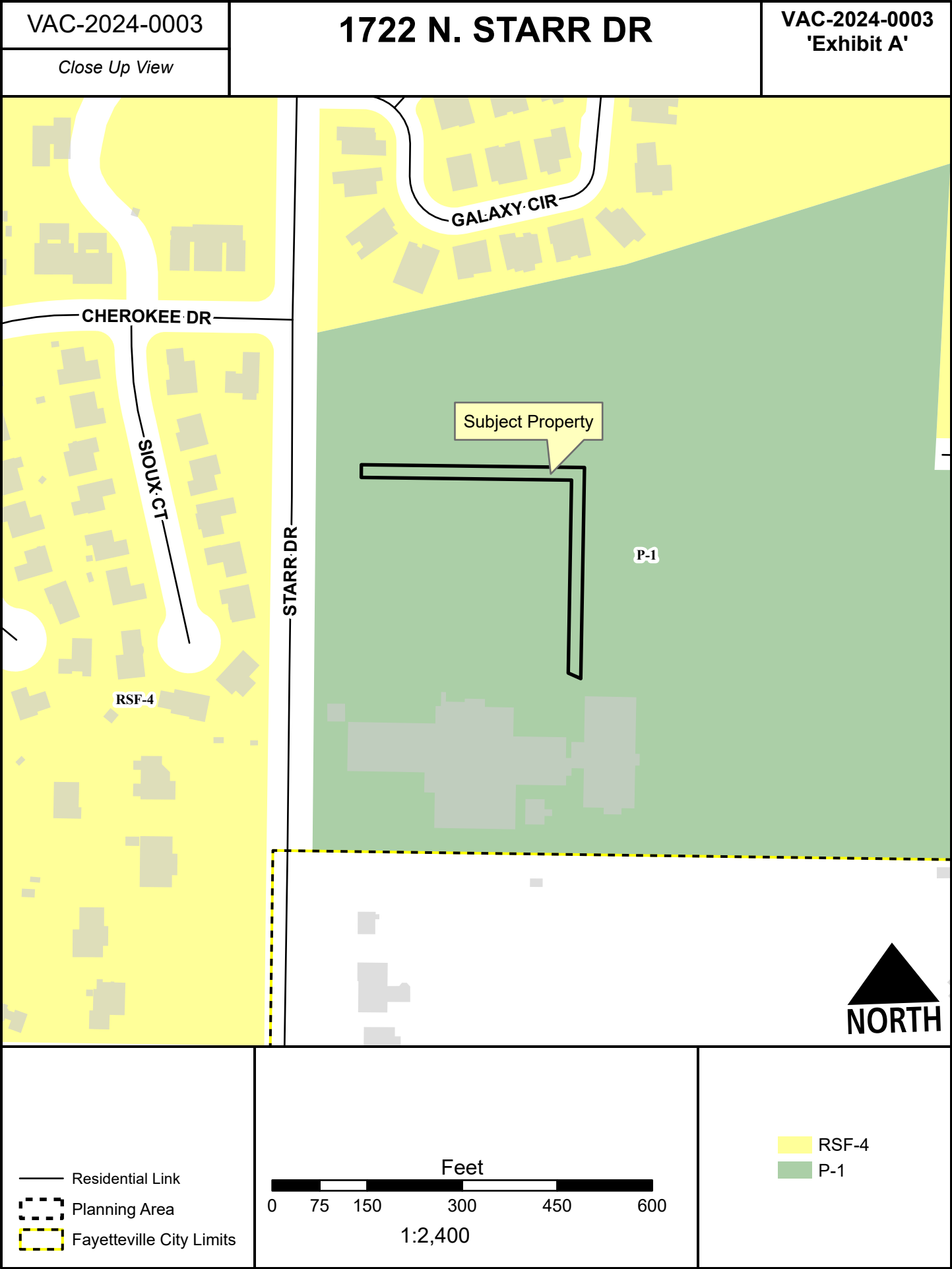
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



765-19172-000 MCDONALD, ANDREW J - BISHOP OF ROMAN CATHOLIC DIOCESE OF
L R

PROPOSED EASEMENT VACATION

BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL
MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY
DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION1; THENCE
NORTH 03° 07' 38" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 610.64
FEET TO THE NORTHWEST CORNER OF THAT PARTICULAR TRACT OF LAND
CONVEYED BY DEED RECORD 2000-20824; THENCE SOUTH 87° 16' 49" EAST ALONG
THE NORTH LINE OF SAID TRACT, A DISTANCE OF 127.78 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING SOUTH 87° 16' 49" EAST ALONG SAID NORTH
LINE, A DISTANCE OF 352.37 FEET TO THE EAST LINE OF THE 20' UTILITY
EASEMENT AS DEDICATED BY PLAT 2011-00010286; THENCE ALONG THE EXTERIOR
BOUNDARY OF THE EASEMENT VACATION FOR THE FOLLOWING FIVE (3) CALLS:

- 1) DEPARTING SAID NORTH LINE SOUTH 03° 00' 42" WEST A DISTANCE 333.09
FEET;
- 2) NORTH 64° 30' 08" WEST A DISTANCE OF 21.65 FEET;
- 3) NORTH 03° 00' 42" EAST A DISTANCE OF 304.71 FEET;
- 4) NORTH 87° 16' 49" WEST A DISTANCE OF 332.23 FEET;
- 5) NORTH 02° 37' 11" EAST A DISTANCE OF 20.00 FEET

TO THE POINT OF BEGINNING CONTAINING 13,225 SQUARE FEET MORE OR LESS
BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.



February 8, 2024

City of Fayetteville
Attn: Planning Department
113 West Mountain Street
Fayetteville, AR 72701

RE: Utility Easement Vacation
Saint Joseph Catholic Church
CT Job #: 21303700

Planning Staff,

On behalf of our client, Roman Catholic Diocese of Little Rock, we are submitting the above referenced utility easement vacation. We are proposing to vacate a portion of the existing 20' utility easement. This existing utility easement was established per Plat 2011-00010286. Attached are an easement exhibit and easement description showing the portion of the utility easement to be abandoned.

The only utility in this easement is water. In order to develop a chapel and future parish hall for Saint Joseph Catholic Church, the existing water will be capped and abandoned in place. A proposed waterline will be extended along the southern portion of the parking lot and tie into the existing waterline. The existing church's fire line is the only service fed off this existing waterline. By extending a waterline through the parking lot, this fire line will still remain active.

Within the package you will find the legal description, parcel map, survey of the site, petition to vacate, and the utility department's sign off forms.

We appreciate your consideration of the matter.

Thank you,

Caroline Gardner, P.E.
Project Engineer.

**PETITION TO VACATE 20 FOOT WIDE GENERAL UTILITY EASEMENT
LOCATED WITHIN PARCEL 765-19172-020 (BEING A PART OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 16
NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN), WASHINGTON
COUNTY, ARKANSAS**

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate containing the easements hereinafter sought to be abandoned and vacated, lying within parcel 765-19172-020, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate the extent of utility easements which is described as follows:

765-19172-020 MCDONALD, ANDREW J - BISHOP OF ROMAN CATHOLIC DIOCESE OF
L R

PROPOSED EASEMENT VACATION:

BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL
MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY
DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE
NORTH 03° 07' 38" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 610.64
FEET TO THE NORTHWEST CORNER OF THAT PARTICULAR TRACT OF LAND
CONVEYED BY DEED RECORD 2000-20824; THENCE SOUTH 87° 16' 49" EAST ALONG
THE NORTH LINE OF SAID TRACT, A DISTANCE OF 127.78 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING SOUTH 87° 16' 49" EAST ALONG SAID NORTH
LINE, A DISTANCE OF 352.37 FEET TO THE EAST LINE OF THE 20' UTILITY
EASEMENT AS DEDICATED BY PLAT 2011-00010286; THENCE ALONG THE
EXTERIOR BOUNDARY OF THE EASEMENT VACATION FOR THE FOLLOWING FIVE
(3) CALLS:

- 1) DEPARTING SAID NORTH LINE SOUTH 03° 00' 42" WEST A DISTANCE 333.09
FEET;
- 2) NORTH 64° 30' 08" WEST A DISTANCE OF 21.65 FEET;
- 3) NORTH 03° 00' 42" EAST A DISTANCE OF 304.71 FEET;
- 4) NORTH 87° 16' 49" WEST A DISTANCE OF 332.23 FEET;
- 5) NORTH 02° 37' 11" EAST A DISTANCE OF 20.00 FEET

TO THE POINT OF BEGINNING CONTAINING 13,225 SQUARE FEET MORE OR LESS
BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

That the real estate affected by said abandonment of these easements are parcel 765-19172-020, 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 as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

WHEREFORE, the undersigned petitioners respectfully ask that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility easements and as to that particular land the owner be free from the easements of the public for the use of said real property.

Dated this 1st day of March, 2024.

Anthony B. Taylor AS BISHOP OF THE ROMAN CATHOLIC DIOCESE OF LITTLE ROCK A CORPORATION
SOLE

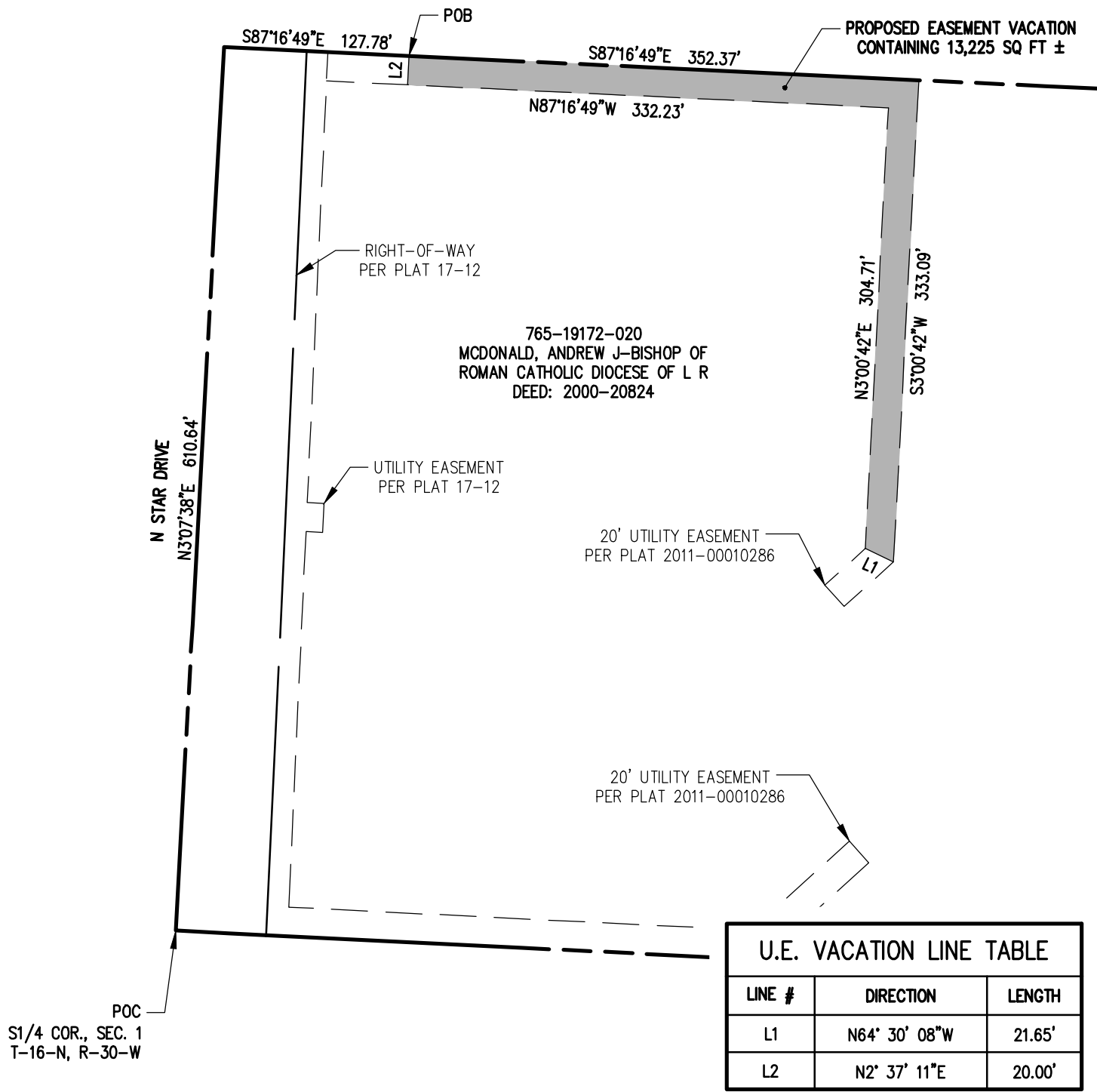
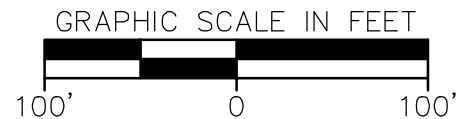
Printed Name

Signature

Printed Name

Signature

EXHIBIT A



U.E. VACATION LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N64° 30' 08"W	21.65'
L2	N2° 37' 11"E	20.00'

THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE EASEMENT WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY

PROJECT NO.:

21303700

DRAWN BY:

J. BEMBENEK

DATE:

01/18/2024

SHEET:

1 OF 1

CHECKED:

901 N. 47th St, Suite 400
Rogers, Arkansas 72756



Crafton Tull
architecture | engineering | surveying

479.636.4838 t

www.craftontull.com

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Page 391 of 508

DRAWING: G:\21303700_ST\05\INFRASTRUCTURE\SURVEY\DWG\EXHIBITS\21303700_EASEMENT VACATION.DWG
LAYOUT: ---, LAST SAVED: JB5241, 2/1/2024 6:57:15 AM
LAST PLOTTED BY: JOSHUA BEMBENEK, 2/1/2024 6:57:49 AM (PLOTTED BY: "VALID ON HARD COPY ONLY")



MEETING OF APRIL 16, 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: **RZN-2024-0006: Rezoning (5916 W. WEDINGTON DR./LEGACY VENTURES NWA, INC., 397): Submitted by LEGACY VENTURES NWA, INC. for property located at 5916 W. WEDINGTON DR. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.28 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in west Fayetteville along W. Wedington Dr. at the northwest corner of its intersection with N. 59th Ave. The property contains roughly 1.28 acres and is zoned RSF-4, Residential Single-Family, 4 Units per Acre. The southern portion of the property is currently developed with a 1,549 sq. ft. single-family home, constructed in 1959. The property also contains an existing non-conforming 28'x43' garage that appears to be within the front setbacks and an 8'x10' outbuilding. While no protected stream, FEMA floodplain, or hydric soils are identified on site, nearly all the property falls within the Enduring Green Network.

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to NS-G, Neighborhood Services-General.

Public Comment: One member of the public spoke at the March 11, 2024, Planning Commission meeting. Their comments are summarized in the discussion section of this memo.

Land Use Compatibility: Staff finds the request to be compatible with the surrounding, transitioning context. While the surrounding property is characterized by low-density residential, and is primarily zoned R-A, Residential-Agricultural or RSF-4, Residential Single-Family, Four Units per Acre, additional residential development appears to be on the rise in the area, with duplexes in RMF-6, Residential Multi-Family, 6 Units per Acre zoning to the west, RI-12, Residential Intermediate, 12 Units per Acre to the northeast, and an RI-U development recently submitted for review to the south. There are few non-residential services available in the area, especially within close walking distance, which can be addressed by the allowance for small- and medium-scale services of the NS-G zoning district. Given the available infrastructure, including street frontage along W. Wedington Drive and available water and sewer, staff does find that a rezoning to a higher density

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

and potential for mixed uses is merited at the site. NS-G has a stated density maximum of 18 units per acre and allows up to three- and four-family dwellings by-right. Given by-right allowances in the development to the south and the property's location along a major corridor, staff finds that three- and four-family dwellings are likely compatible in this location.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The area is designated as a Residential Neighborhood Area, which encourages a wide variety of housing types as well as low-intensity nonresidential uses on corners and along connecting corridors. The property is approximately 1,700 feet east of a Tier 3 Center, which the City Plan 2040 describes as "intended to serve the immediately surrounding residential areas" with a variety of development patterns. All centers are intended to be mixed-use nodes that are pedestrian-friendly areas served by current or future transit services. It is worth noting that the infill score for this neighborhood is low; however, the area is experiencing growth as shown by numerous recent rezoning requests and ongoing development. Additionally, staff finds the proposed zoning of NS-G can provide additional variety of housing types with by-right allowances up to three- and four-family dwellings while also permitting limited commercial uses in an area of the city that is currently lacking nonresidential services within a walkable or bikeable distance.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of **4-5** for this site. The following elements of the matrix contribute to the score:

- 4-Minute Fire Response (Station #7, 835 N. Ruppel Rd.)
- Near Sewer Main (6-inch main, W. Wedington Dr. & N. 59th Ave.)
- Near Water Main (2-inch main & 18-inch main, W. Wedington Dr.)
- Near City Park (Bundrick Park)
- Near Paved Trail (W. Wedington Dr. Side-Path Trail)

DISCUSSION:

The rezoning was originally heard at the March 11, 2024, Planning Commission meeting, where a vote of 9-0-0 tabled the item to the March 25, 2024 meeting. The applicant originally requested the CS, Community Services zoning district. Staff recommended denial of this request due to the intensity of the proposed district, finding it incompatible with this location. There was extensive discussion about whether the intended uses could be captured in either conditional use permits under the existing district or a rezoning to a lower intensity district, and what discussions had occurred with the applicant regarding other districts. Several commissioners noted that while commercial would likely be appropriate in this location, they felt that some of the permitted uses in CS such as fuel stations would be too intense for this location. One member of the public spoke at the March 11, 2024 Planning Commission meeting, stating that while she would be opposed to a high-density residential development with apartments, she would be supportive of commercial uses. She also stated that the applicant has maintained the property well since they purchased it, which had been an issue with the previous owner. After clarifying bulk and area requirements of the NS-G and NS-L districts as they apply to commercial uses, the item was tabled to provide time for the applicant to coordinate with staff regarding an alternative zoning district request. Commissioner Brink made the motion and Commissioner Payne seconded.

At the March 25, 2024, Planning Commission meeting, a vote of 7-0-0 forwarded the revised request of NS-G, Neighborhood Services - General to City Council with a recommendation of approval. Commissioner Garlock cited the high traffic corridor, need for commercial and mixed-use in this location, and staff recommendations as reasons for approval. There was no additional discussion and no public comment at this meeting. Commissioner Garlock made the motion and Commissioner Winston seconded.

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), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1878

RZN-2024-0006: Rezoning (5916 W. WEDINGTON DR./LEGACY VENTURES NWA, INC., 397): Submitted by LEGACY VENTURES NWA, INC. for property located at 5916 W. WEDINGTON DR. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.28 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0006 FOR APPROXIMATELY 1.28 ACRES LOCATED AT 5916 WEST WEDINGTON DRIVE IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre to NS-G, Neighborhood Services General.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1878

Item ID

4/16/2024

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

Jonathan Curth

3/29/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0006: Rezoning (5916 W. WEDINGTON DR./LEGACY VENTURES NWA, INC., 397): Submitted by LEGACY VENTURES NWA, INC. for property located at 5916 W. WEDINGTON DR in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.28 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES GENERAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

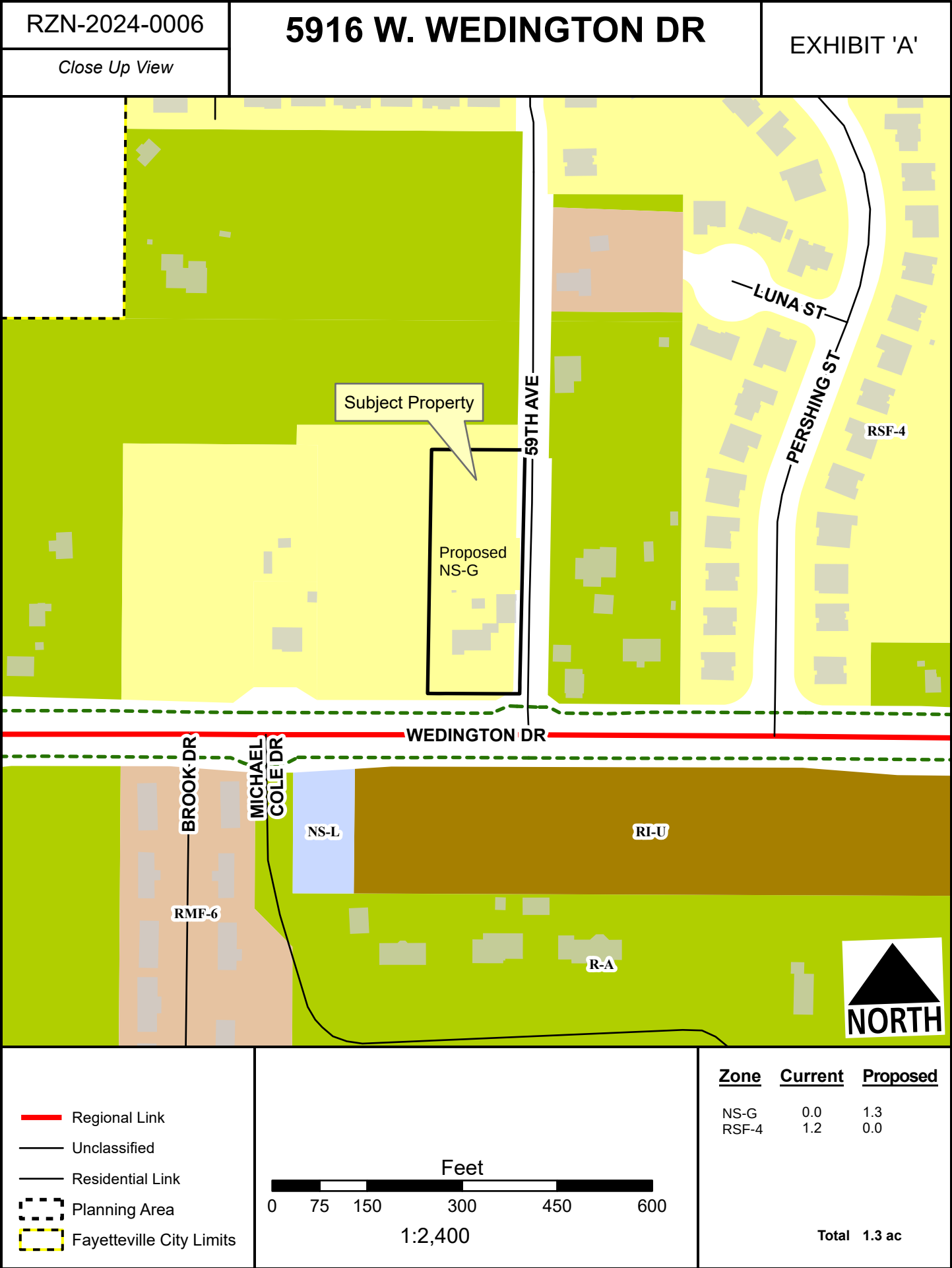
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



File# 2023-00027774

ADMINISTRATORS DEED

KNOW ALL MEN BY THESE PRESENTS:

I, Frances K. Harrison, Administrator of the Estate of Grady Lee Jones, deceased, hereinafter called Grantor, authorized by an Order Allowing the Sale of Real Property entered in the above estate, by the Washington County Arkansas, Circuit Court, Probate Division, in case No.72-PR-23-400, Estate of Grady Lee Jones, deceased, for \$1.00 and other good and valuable consideration paid to me, do hereby grant, bargain, sell and convey unto Brisiel Holdings, LLC, hereinafter referred to as Grantee, and the Grantee's successors and assigns, the following described land, situate in Washington County, State of Arkansas, to-wit:

A part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), in Township 16 North of Range 31 West, Washington County, Arkansas, being more particularly described as follows: Beginning at point which is North 90 Degrees 00 Minutes 00 Seconds East, a distance of 483.40 feet from the Southwest Corner of said Forty Acre Tract, thence North 01 Degrees 04 Minutes 00 Seconds East, a distance of 453.00 feet; thence South 90 Degrees 00 Minutes 00 Seconds East, a distance 174.65 feet; thence South 01 Degree 04 Minutes 00 Seconds West, a distance of 453.00 feet; thence North 90 Degrees 00 Minutes 00 Seconds West, a distance of 174.65 feet to the POINT OF BEGINNING. Containing 79102.74 square feet or 1.82 acres, more or less.

LESS AND EXCEPT, that part of the above described premises conveyed to the City of Fayetteville, Arkansas, in deeds at 96-70838 and 96-70839 of the records of Washington County, Arkansas, and described as: A part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11) in Township 16 North of Range 31 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point which is North 90°00'00" East a distance of 308.75 feet from the Southwest corner of said forty acre tract, thence North 90°00'00" a distance of 349.30 feet; thence North 01° 04'00" East a distance of 68.01 feet; thence South 90°00'00" West a distance of 349.30 feet; thence South 01°04'00" West a distance of 68.01 feet to the Point of Beginning and containing 23,752.40 square feet or 0.55 acres, more or less; AND a part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11) in Township 16 North of Range 31 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point which is North 90°00'00" East a distance of 658.05 feet and North 01°04'00" East a distance of 68.01 feet from the Southwest corner of said forty acre tract; thence North 01°04'00" East a distance of 384.99 feet; thence North 90°00'00" West a distance of 30.00 feet, thence South 01°04'00" West a distance of 384.99 feet; thence North 90°00'00" East a distance of 30.00 feet to the Point of Beginning and containing 11,558.02 square feet or 0.27 acres, more or less.

ALSO LESS AND EXCEPT Part of the Southwest Quarter of the Northwest Quarter of Section 11, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as follows: Starting at a 4x8 inch stone being used as the common corner of sections 2, 3, 10 and 11; thence South 02°23'37" East along the West line of the Northwest Quarter of Section 11 a distance of 2,596.33 feet to a point on the Northerly prescriptive right of way line of Arkansas State Highway 16 as established by AHTD Affidavit dated November 16, 2004; thence South 87°59'46" East along said right of way line a distance of 247.00 feet to a point; thence South 87°45'36" East along said right of way line a distance of 61.69 feet to a point on the Northerly right of way line of Arkansas State Highway 16 as established by AHTD Warranty Deed Instrument #96-070838; thence North 02°56'23" East along said right of way line a distance of 4.77 feet to a point; thence South 87°45'36" East along said right of way line a distance of 174.60 feet to the point of beginning; thence North 02°56'49" East a distance of 16.79 feet to a point on the Northerly right of way line of Arkansas State Highway 16 as established by AHTD Job 040423; thence South 87°52'52" East along said right of way line a distance of 107.91 feet to a point; thence North 63°44'45" East along said right of way line a distance of 42.09 feet to a point on the Westerly right of way line of 59th Avenue as established by Warranty Deed Instrument #96-070839; thence South 02°56'49" West along said right of way line a distance of 37.10 feet to a point on the Northerly prescriptive right of way line of Arkansas State Highway 16 established by Warranty Deed Instrument #96-070838; thence North 87°45'36" West along said right of way line a distance of 144.65 feet to the point of beginning and containing 0.06 acres, more or less, as shown on plans prepared by AHTD referenced as Job 040423.

The above LESS AND EXCEPT legal descriptions are from:

- 1) A Warranty Deed in favor of the City of Fayetteville, Arkansas, recorded November 8, 1996, at Document No. 96-070838 of the records of Washington County, Arkansas;
- 2) A Warranty Deed in favor of the City of Fayetteville, Arkansas, recorded November 8, 1996, at Document No. 96-070839 of the records of Washington County, Arkansas; and
- 3) A Warranty Deed in favor of the Arkansas State Highway Commission, recorded September 7, 2005, at Document No. 2005-39578 of the records of Washington County, Arkansas.

Subject to easements, rights-of-way, and restrictions of record, if any.

TO HAVE AND TO HOLD said lands and appurtenances thereunto belonging, unto the said Grantee and the Grantee's successors and assigns, forever. And I, the said Grantor, hereby covenant that the estate is lawfully seized of said land and premises, that the same is unencumbered, and that the estate will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS my hand and seal on this 24 day of October, 2023.

Frances K. Harrison
Frances K. Harrison, Administrator

THIS INSTRUMENT PREPARED BY:
Miller Law Offices
P. O. Box 3354
Fayetteville, Arkansas 72702

Send tax statements to:

Grantee (or Agent) _____

Address _____

P.O. Box 3354
Fayetteville, AR 72703

ACKNOWLEDGMENT

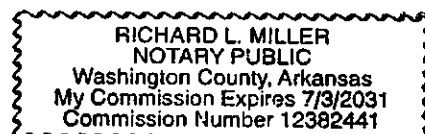
STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this the 24 day of October, 2023, before me, a notary public, personally appeared Frances E. Harrison, Administrator of the Estate of Grady Lee Jones, deceased, to me personally known (or satisfactorily proven), to be the person whose name is subscribed to the foregoing instrument; further, Frances K. Harrison acknowledged that she was the duly appointed Administrator of the Estate of Grady Lee Jones, deceased, that she had full authority to execute this Administrator's Deed, and that she had executed the same for the consideration and purposes herein set forth.

Richard L. Miller
Notary Public

My Commission Expires:

7/3/31





STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



Grantee: BRISIEL HOLDINGS, LLC
Mailing Address: PO BOX 8216
FAYETTEVILLE AR 727030004

Grantor: ESTATE OF GRADY LEE JONES
Mailing Address: 5731 S PRIMROSE RD
LOWELL AR 727459374

Property Purchase Price: \$200,000.00
Tax Amount: \$660.00
County: WASHINGTON
Date Issued: 10/24/2023
Stamp ID: 694859776

Washington County, AR
I certify this instrument was filed on
10/24/2023 3:37:33 PM
and recorded in REAL ESTATE

File# 2023-00027774
Kyle Sylvester - Circuit Clerk

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 Name (printed): C. Brett Miller

Grantee or Agent Name (signature): C. Brett Miller Date: 10/24/23

Address: P.O. Box 3354

City/State/Zip: Fayetteville, AR 72702



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: March 25, 2024 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2024-0006: Rezoning (5916 W. WEDINGTON DR./LEGACY VENTURES NWA, INC., 397):** Submitted by LEGACY VENTURES NWA, INC. for property located at 5916 W. WEDINGTON DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 1.28 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES GENERAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2024-0006** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0008** to City Council with a recommendation of approval."*

MARCH 11, 2024, PLANNING COMMISSION MEETING:

At the March 11, 2024, Planning Commission meeting, the item was tabled to provide time for the applicant to coordinate with staff after it was determined that a lower-intensity zoning classification would be likely to garner staff support while still meeting the needs of the applicant. Since that meeting, the applicant revised their zoning request from CS, Community Services to NS-G, Neighborhood Services- General after discussing options with staff.

BACKGROUND:

The subject property is in west Fayetteville along W. Wedington Dr, at the northwest corner of the intersection with N. 59th Ave. The property contains roughly 1.28 acres and is zoned RSF-4, Residential Single-Family, 4 Units per Acre. The southern portion of the property is currently developed with a 1,549 sq. ft. single-family home, constructed in 1959. The property also contains an existing non-confirming 28'x43' garage that appears to be within the front setbacks and an 8'x10' outbuilding. Nearly all of the property falls within the Enduring Green Network. Surrounding land uses and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped / Single-Family Residential	R-A, Residential Agricultural RSF-4, Residential Single-Family, 4 Units per Acre
South	Undeveloped / Agricultural	RI-U, Residential-Intermediate Urban
East	Single-Family Residential	R-A, Residential Agricultural
West	Undeveloped / Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to NS-G, Neighborhood Services-General.

Public Comment: One member of the public spoke at the March 11, 2024 Planning Commission meeting, stating that while she would be opposed to a high-density residential development, she would be supportive of commercial uses. She also stated that the applicant has maintained the property well since they purchased it, which had been an issue with the previous owner.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along W. Wedington Dr., a fully improved regional link street with asphalt paving, sidewalk, and curb and gutter. The subject area also has frontage along N. 59th Ave., a partially improved residential link street with asphalt paving, and open ditches. Any street or drainage improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. An existing 2-inch water main is present on the north side of W. Wedington Dr. and an existing 18-inch water main is present on the south side of W. Wedington Dr.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present on the north side of W. Wedington Dr. and an existing 6-inch sewer main is present on the east side of N. 59th Ave.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 1.8 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property is within a FEMA floodplain or the Hillside-Hilltop Overlay District. The property does not have hydric soil and a protected stream is not present in the area.

Tree Preservation:

The proposed zoning district of NS-G, Neighborhood Services-General requires **20% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhoods 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 a ranging score of 4-5 for this site, with a weighted score of 4.5. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #7, 835 N. Ruppel Rd.)
- Near Sewer Main (6-inch main, W. Wedington Dr. & N. 59th Ave.)
- Near Water Main (2-inch main & 18-inch main, W. Wedington Dr.)
- Near City Park (Bundrick Park)
- Near Paved Trail (W. Wedington Dr. Side-Path Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the request to be compatible with the surrounding context. The surrounding property is characterized by low-density residential, and is primarily zoned R-A, Residential-Agricultural or RSF-4, Residential Single-Family, Four Units per Acre. Additional residential development appears to be on the rise in the area, with duplexes in RMF-6, Residential Multi-Family, 6 Units per Acre zoning to the west, RI-12, Residential Intermediate, 12 Units per Acre to the northeast, and an RI-U development recently submitted for review to the south. There are few non-residential services available in the area, especially within close walking distance. Given the available infrastructure, including street frontage along W. Wedington Drive and available water and sewer, staff does find that a rezoning to a higher density and potential for mixed uses is merited at the site. NS-G has a stated density maximum of 18 units per acre and allows up to three- and four-family dwellings by-right. Given by right allowances in the development to the south and the property's location along a major corridor, staff finds that three- and four-family dwellings are likely compatible in this location. Additionally, NS-G allows for an incremental infusion of commercial uses of a limited size. All uses classified under Unit 12b must be within a building containing 8,000 square feet or less, excluding areas dedicated to residential uses. Other permitted commercial uses include Use Unit 24: Home Occupations and Use Unit 40: Sidewalk Cafes, both of which are limited in scale and impact.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals

of City Plan 2040. The area is designated as a Residential Neighborhood Area, which encourages a wide variety of housing types as well as low-intensity nonresidential uses on corners and along connecting corridors. The property is approximately 1,700 feet east of a Tier 3 Center, which the City Plan 2040 describes as “intended to serve the immediately surrounding residential areas” with a variety of development patterns. All centers are intended to be mixed-use nodes that are pedestrian-friendly areas served by current or future transit service. It is worth noting that the infill score for this neighborhood is low; however, the area is experiencing growth as shown by numerous recent rezoning requests. Additionally, staff finds the proposed zoning of NS-G could likely fill both roles of providing additional variety of housing types with by-right allowances up to three- and four-family dwellings while also permitting limited commercial in an area of the city that is currently lacking nonresidential services within a walkable or bikeable distance.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: A rezone to a higher density than RSF-4, Residential Single-Family, Four Units per Acre is justified, given its proximity to a Tier 3 center, and the future land use plans designating this area as Residential Neighborhood. Staff finds the current request to be an incremental increase that could facilitate needed nonresidential services in the area.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property to NS-G at this site would increase traffic at this site, though staff finds that it may not be out of scale or create a dangerous traffic condition in the area. W. Wedington Drive has a typical vehicle count of 13,000 vehicles per day, and is an improved Regional Link with a design service volume of 17,600 vehicles per day. Staff also finds that the site is located 1000 feet east of a Tier 3 center (W. Wedington Drive and N. Double Springs Road). Additionally, only four traffic accidents were reported within 250 feet of this intersection based on traffic records from 2011-2021.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from RSF-4 to NS-G could certainly have the potential to increase population density in this area as permitted maximum density would increase from four units per acre to eighteen units per acre. However, the available infrastructure, water and sewer, and the service volume of W. Wedington Drive, would likely support an increase in population density. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0006 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>March 25, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
WITH A RECOMMENDATION OF APPROVAL			
Motion: GARLOCK			
Second: WINSTON			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.19 District NS-G, Neighborhood Services- General
- Applicant Request Letter
- Staff Exhibit
 - Traffic Accident Maps
 - Proximity to Tier Centers
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area*. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.19 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.

(Ord. No. 5945 , §7(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

March 14, 2024

City of Fayetteville Planning Commission / City Council
125 West Mountain Street
Fayetteville, AR 72701

RE: 5916 W Wedington | Rezone Request

Dear Planning Commission, City Council and City Staff;

Please accept this written request to rezone parcel 765-16188-002 comprised of approximately 1.2976 acres and more commonly referred to 5916 W Wedington Drive. The subject property is currently zoned Residential Single Family Four (4) Units per Acre and our desire is to rezone to Neighborhood Services – General (NS-G).

There is no disputing the Wedington corridor has experienced tremendous growth! With the current, and planned, infrastructure improvements in this area, this will continue to be the case for the foreseeable future. With the subject property being located on the northwest corner of N 59th Street and W Wedington Drive, this property is positioned well to become a commercial use. The business exposure resulting from a high traffic count with frontage on Wedington make this a viable commercial space now and highly desirable in the near future based on growth models.

All of the same reasons that make it a highly desirable commercial location, make it very undesirable for a residence as the current residential single family four units per acre zoning dictates.

We are currently seeking a commercial tenant to occupy the newly remodeled 1600 square foot structure on the property. This structure was originally built as a home, but the layout lends itself more to a childcare facility, therapist, attorney's office or other small professional office use. Our plan is to lease the existing space to a use like this, continue to clean up the property, and ultimately develop further plans for the property to bring before the City.

This zoning request is compatible with current deployment trends in the area. Immediately to the south of this property is a large portion of RI-U property soon to be developed. Slightly to the west is the commercial intersection of N Double Springs and Wedington Drive with C2 zoning. Slightly to the east is a portion of Community Services property being developed into townhomes and they do not even have the hard corner that the subject property does. There are many other parcels with CS, RI-U and other zonings popping up in this area in various new developments.

With the explosion of rooftops in this area, we feel the need for commercial services to support such extreme growth is necessary. Along with the high traffic count associated with direct frontage on Wedington make the Neighborhood Services – General zoning the best choice. This zoning designation will not in any way negatively impact adjoining property owners but on the contrary pave the way for future development at this growing corner location.



We are looking forward to developing this commercial corner in a way that exemplifies urban planning and together leaving our **Legacy** one **Venture** at a time.

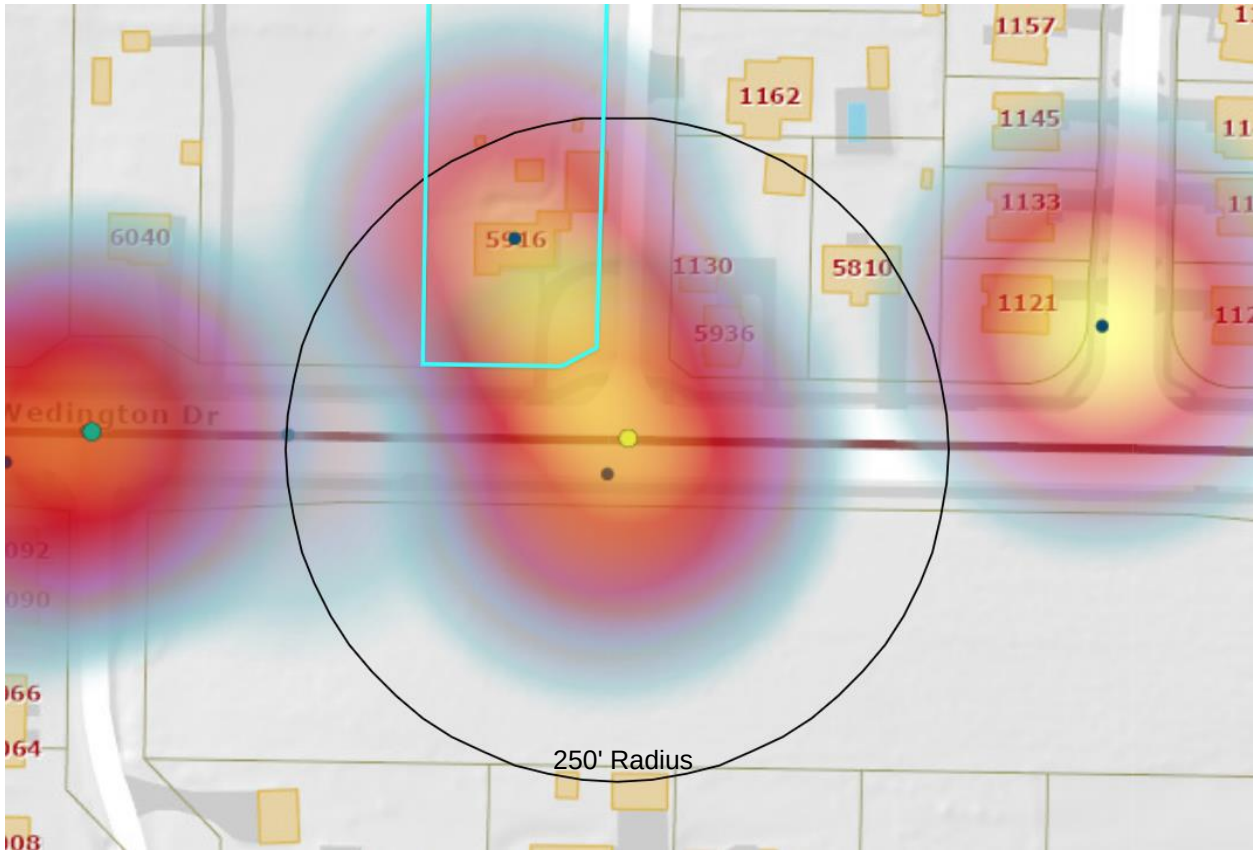
Sincerely,



Tim Brisiel



STAFF EXHIBIT: TRAFFIC ACCIDENT MAPS



Crash

Severity No apparent injury
Date/Time 6/14/2013, 7:00 PM
Non-Motorist Involved? No

Crash

Severity Non-incapacitating injury
Date/Time 6/3/2013, 7:00 PM
Non-Motorist Involved? No

Crash

Severity No apparent injury
Date/Time 5/11/2016, 5:10 AM
Non-Motorist Involved? No

Crash

Severity No apparent injury
Date/Time 7/2/2018, 3:11 PM
Non-Motorist Involved? Unknown

Traffic Crashes

2017-2021 Crashes

Crash (2017-2021)

- ✚ Fatal injury
- Incapacitating Injury
- Non-incapacitating injury
- Possible injury
- No apparent injury

Crash Density (2017-2021)



High Injury Network Corridor

Average Daily Traffic

Current ADT 13,000

Truck %

2022 ADT 13,000

2021 ADT 12,000

2020 ADT 11,000

2019 ADT 11,000

2018 ADT 11,000

2017 ADT 11,000

2016 ADT 12,000

2015 ADT 10,000

2014 ADT 9,800

2013 ADT 10,000

***Map shows traffic accident data from 2011-2021**

STAFF EXHIBIT: PROXIMITY TO TIER CENTER

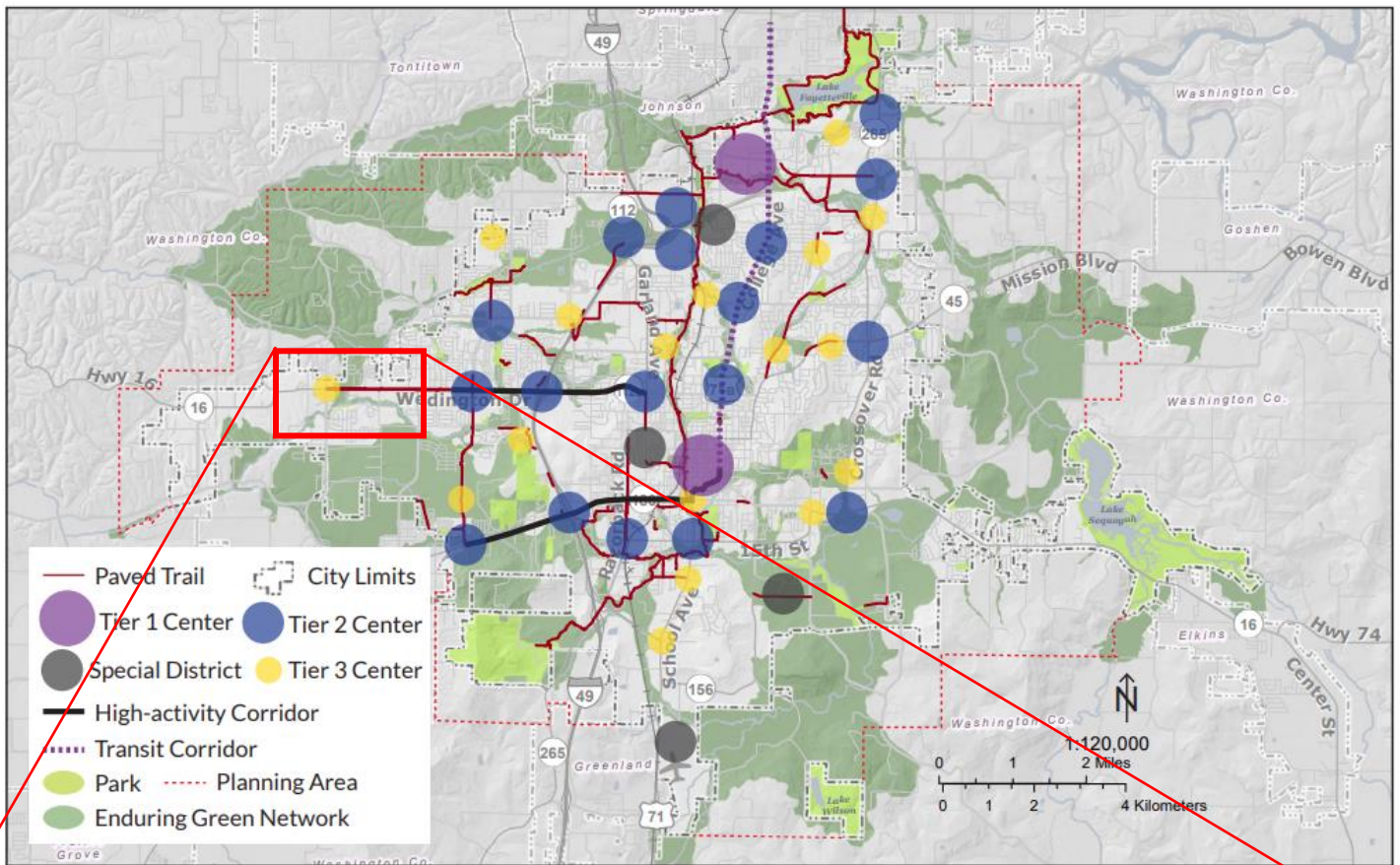
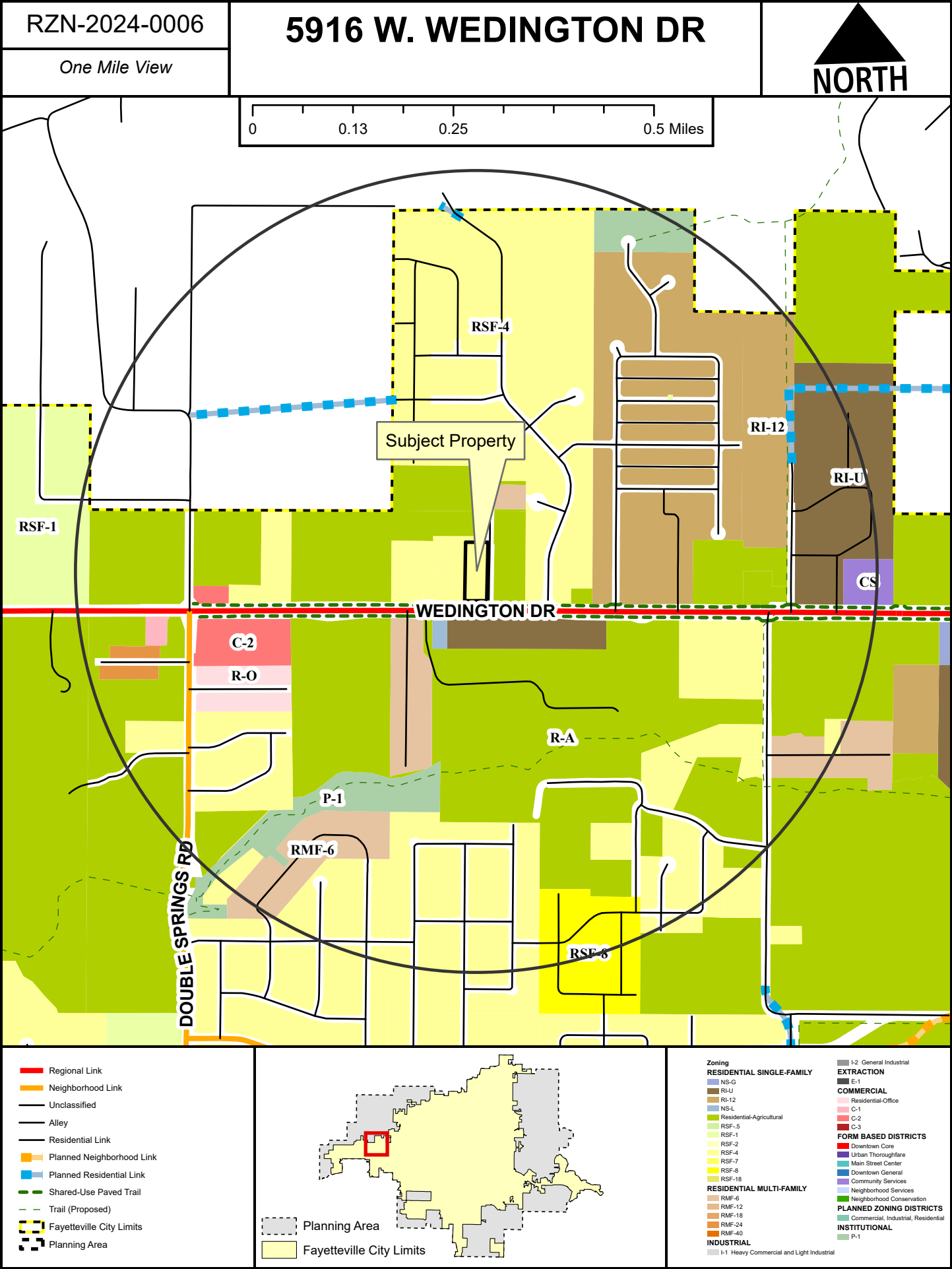
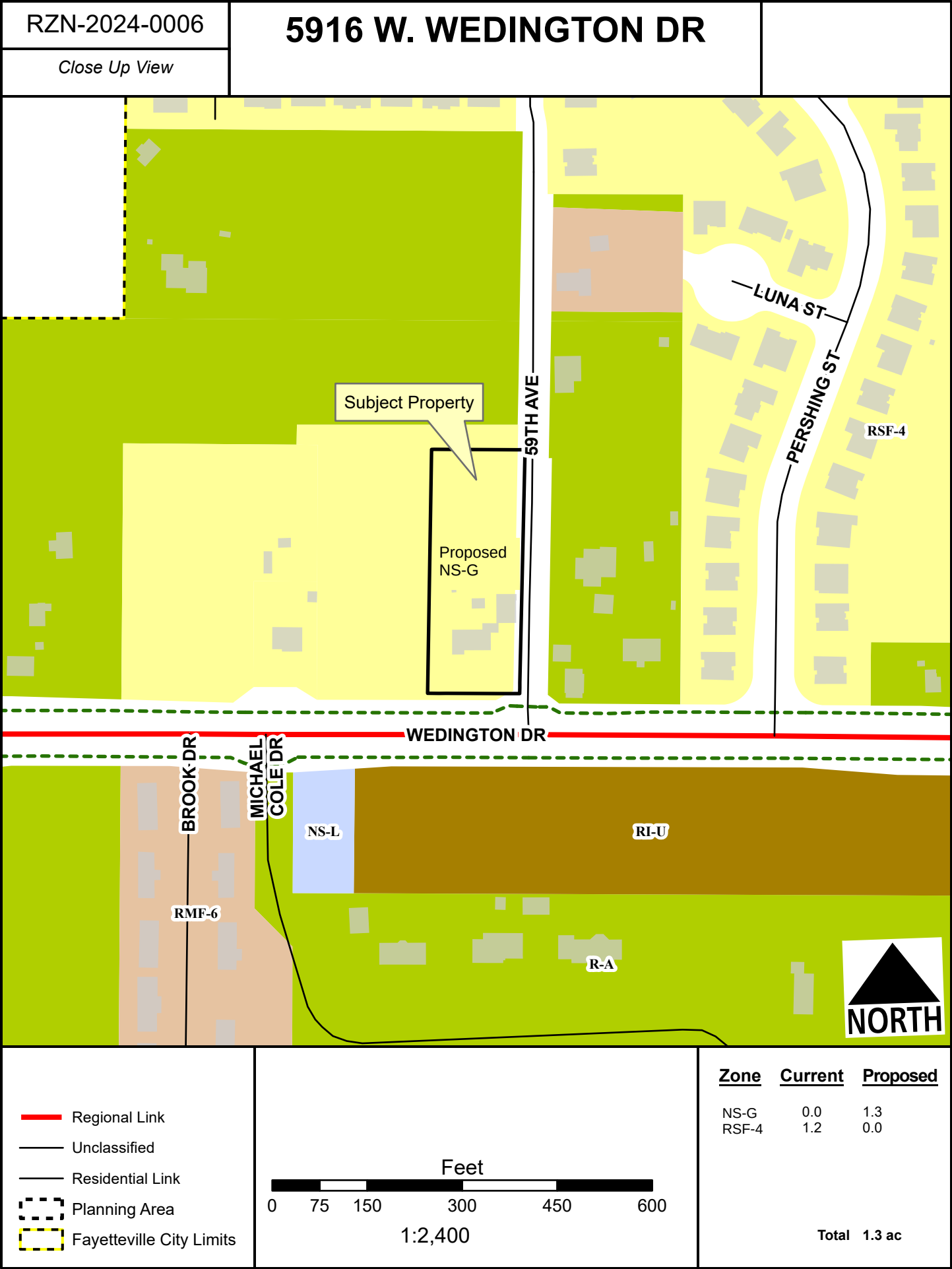
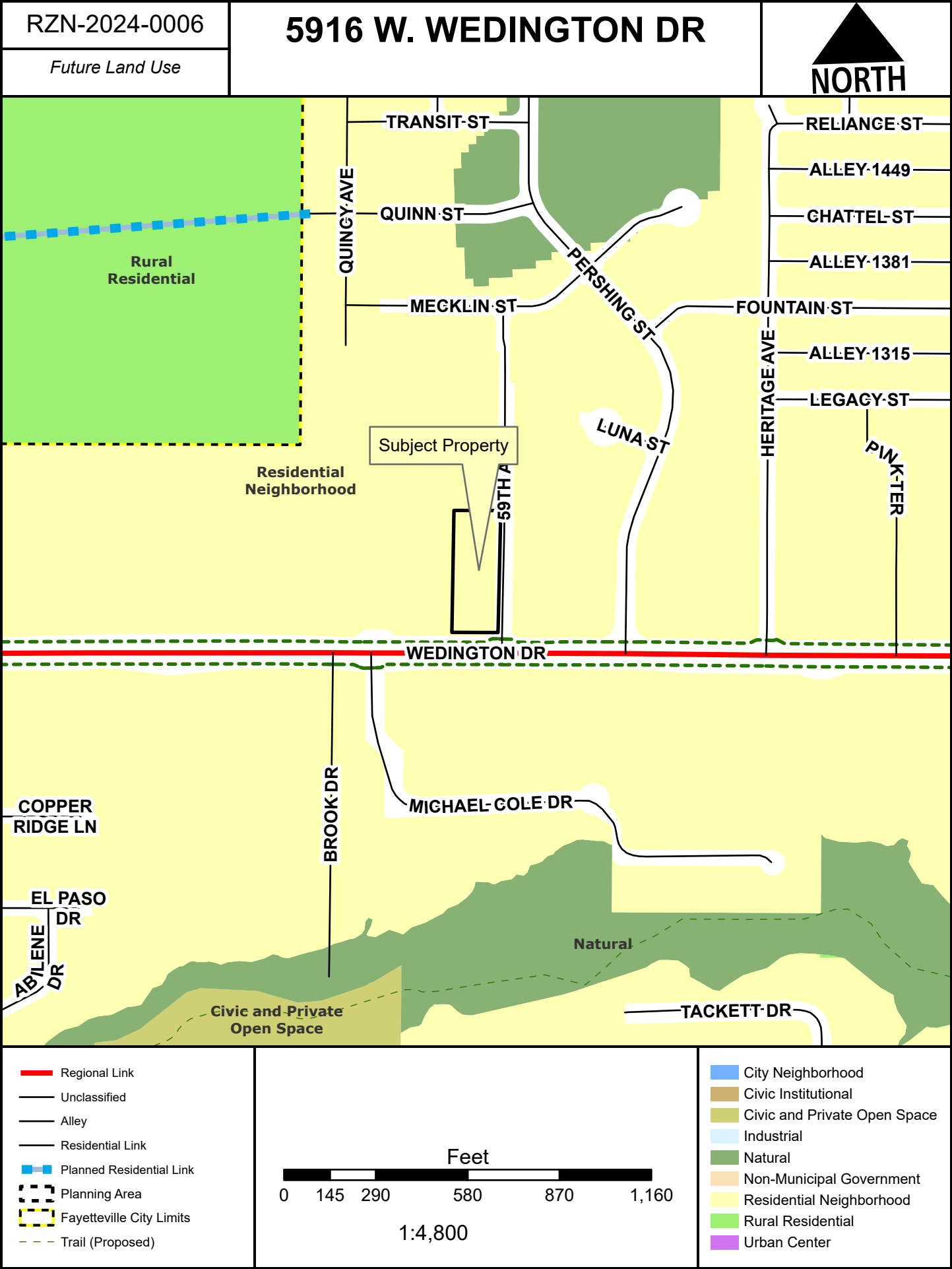


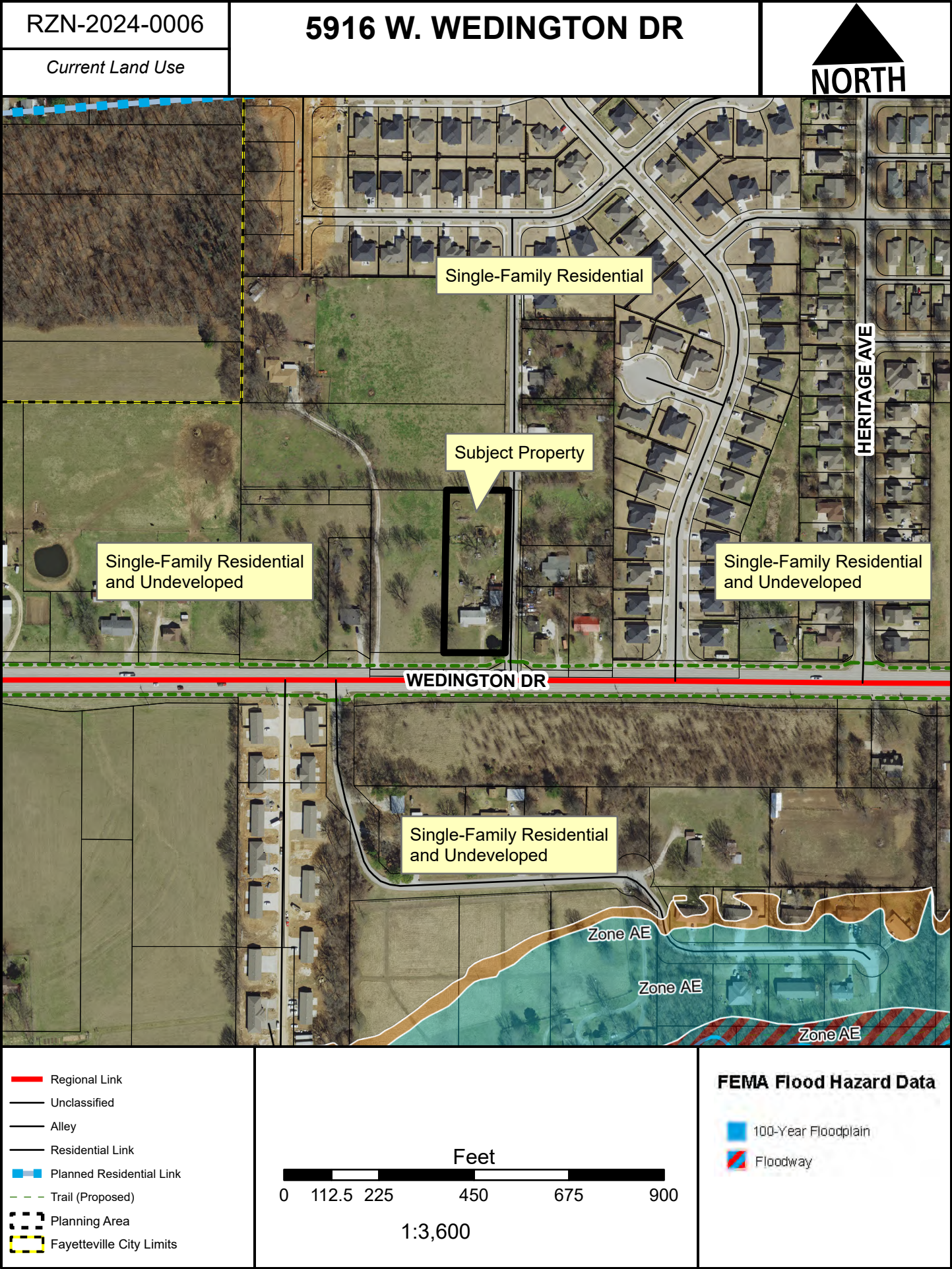
Figure 2.0 - Growth Concept Map













MEETING OF APRIL 16, 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: **PZD-2024-0001: Planned Zoning District (3568 W. MOUNT COMFORT ROAD/HOLT VILLAGE, 323): Submitted by FLINTLOCK LTD CO. for property located at 3568 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and CS, COMMUNITY SERVICES and contains approx. 16.72 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in northwest Fayetteville, northeast of the intersection of N. Ruppel Road and W. Mount Comfort Road and east of Holt Middle School. The site is largely undeveloped, but for one single-family home with associated outbuildings that were built in the late 1970s. In total, the property makes up approximately 18.4 acres, and is currently zoned R-A, Residential-Agricultural and CS, Community Services. The applicant is only pursuing a rezoning on 16.72 acres of the property. An access management variance was approved by the Planning Commission on March 11, 2024 for a reduced driveway separation distance along N. Ruppel Road. No overlay districts currently govern the site.

The applicant requests to rezone the property to a Residential Planned Zoning District with two Planning Areas, as described below:

- Planning Area #1 – Approx. 9.9 acres: Labeled as Neighborhood Zone A, the intention of this planning area is to provide primarily single- and two-family homes, with minimum lot widths of 25 feet and an intention for homes to be oriented along common greenspace to provide frontage to some of these single-family homes, rather than typical public streets. Building heights are limited to a maximum of three stories.
- Planning Area #2 – Approx. 6.9 acres: Labeled as Neighborhood Zone B, this planning area is intended for higher intensity uses than single- and two-family structures, and allows for single-, two-, three- and four-family dwellings by right, as well as multi-family dwellings. There is no stated density maximum, and minimum lot widths are set at 24 feet for single-family dwellings, and no lot width minimum for all other uses. Building heights are limited to a maximum of three stories.

Public Comment: To date, staff have received inquiries about the proposal, and one member of the public spoke at the Planning Commission meeting on March 25, 2024.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Land Use Compatibility: Staff finds the applicant's request to be compatible with existing surrounding land uses. The property is surrounded by single-family to the north, a public school to the west, commercial development to the south and southeast, and another incoming school facility to the east. The proposed Neighborhood Zones demonstrate a sensitivity to the existing development pattern by lining the northern side of the property with single-family residential and transitioning inward to more dense and compact development. The dense and compact development is also offset by the insertion of greenspace and shared common open space. Staff finds that the lack of a density limitation means that more units and lots than are shown on the illustrative plans could be built, but that with other requirements such as public right-of-way dedication, parking, and drainage requirements, the density is likely to be limited to a manner that is compatible with surrounding uses. The limitation of building height to three stories also offers a good transition zone between the five story allowance of the CS zoning to the south and east and the three story allowance in areas of residential zoning to the north.

Land Use Plan Analysis: Staff finds that the request is consistent with the City's land use and zoning plans. Staff finds that the proposal meets City Plan 2040 goal by making appropriate infill a priority; the infill score for the site is within the medium range, so inserting single-, two-family, and even some low intensity multi-family here is complimentary with elements that make infill appropriate. Further, N. Ruppel Road and W. Mount Comfort Road is identified as a Tier 2 Center within City Plan 2040's Growth Concept Map. Tier 2 Centers are characterized by housing that ranges from one- to three- story detached dwellings, duplexes, row houses, and mid-rise apartments. The proposed PZD shows a sensitivity to the long-range land use plans for the area, and with the current land use surroundings that garners a recommendation of approval from staff.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging infill score for the subject property of 5-7. The elements vary by the area of the property being considered, and include the following:

- Adequate Fire Response (Station 8, 2266 W. Deane Street)
- Near Sewer Main (8-inch, N. Ruppel Road, W. Lonoke Street and N. Caney Drive)
- Near Water Main (8-inch, N. Ruppel Road, W. Lonoke Street, and N. Caney Drive)
- Near Public School (Holt Middle School)
- Near City Park (Clabber Creek, Bryce Davis Park)
- Near Paved Trail (Clabber Creek)
- Appropriate Future Land Use (City Neighborhood Area)

DISCUSSION:

At the March 25, 2024 Planning Commission meeting, a vote of 6-0-1 forwarded the request to City Council with a recommendation of approval. Commissioner Gulley made the motion which was seconded by Payne; Commissioner McGetrick recused. Commissioners had little comment, but asked questions about drainage, traffic, and development standards, and staff clarified that those standards would be evaluated at the time of development. One member of the public spoke at the meeting who expressed support for additional housing in the area, especially housing that met the City Plan 2040 goals, but issued specific concerns about the amount of density this would contribute, adjacent neighborhood 1-story building heights and their relationship to the proposed 3-story building heights, concern about the proposed lot sizes and their compatibility with the adjacent neighborhood to the north, requested screening between the proposed development and the adjacent development, and commented that a traffic impact analysis would be appropriate for the Commission to consider.

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 Commission Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1875

PZD-2024-0001: Planned Zoning District (3568 W. MOUNT COMFORT ROAD/HOLT VILLAGE, 323): Submitted by FLINTLOCK LTD CO. for property located at 3568 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and CS, COMMUNITY SERVICES and contains approx. 16.72 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2024-001 FOR APPROXIMATELY 16.72 ACRES LOCATED AT 3568 WEST MOUNT COMFORT ROAD IN WARD 4

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves PZD-2024-01 as described in Exhibits "A", "B", and "C" attached to the Planning Division's Agenda Memo which allows the development of 16.72 acres of mixed residential units.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

City of Fayetteville Staff Review Form

2024-1875

Item ID

4/16/2024

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

Jonathan Curth

3/29/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

PZD-2024-0001: Planned Zoning District (3568 W. MOUNT COMFORT ROAD/HOLT VILLAGE, 323): Submitted by FLINTLOCK LTD CO. for property located at 3568 W. MOUNT COMFORT RD. in WARD 4. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and CS, COMMUNITY SERVICES and contains approx. 16.72 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

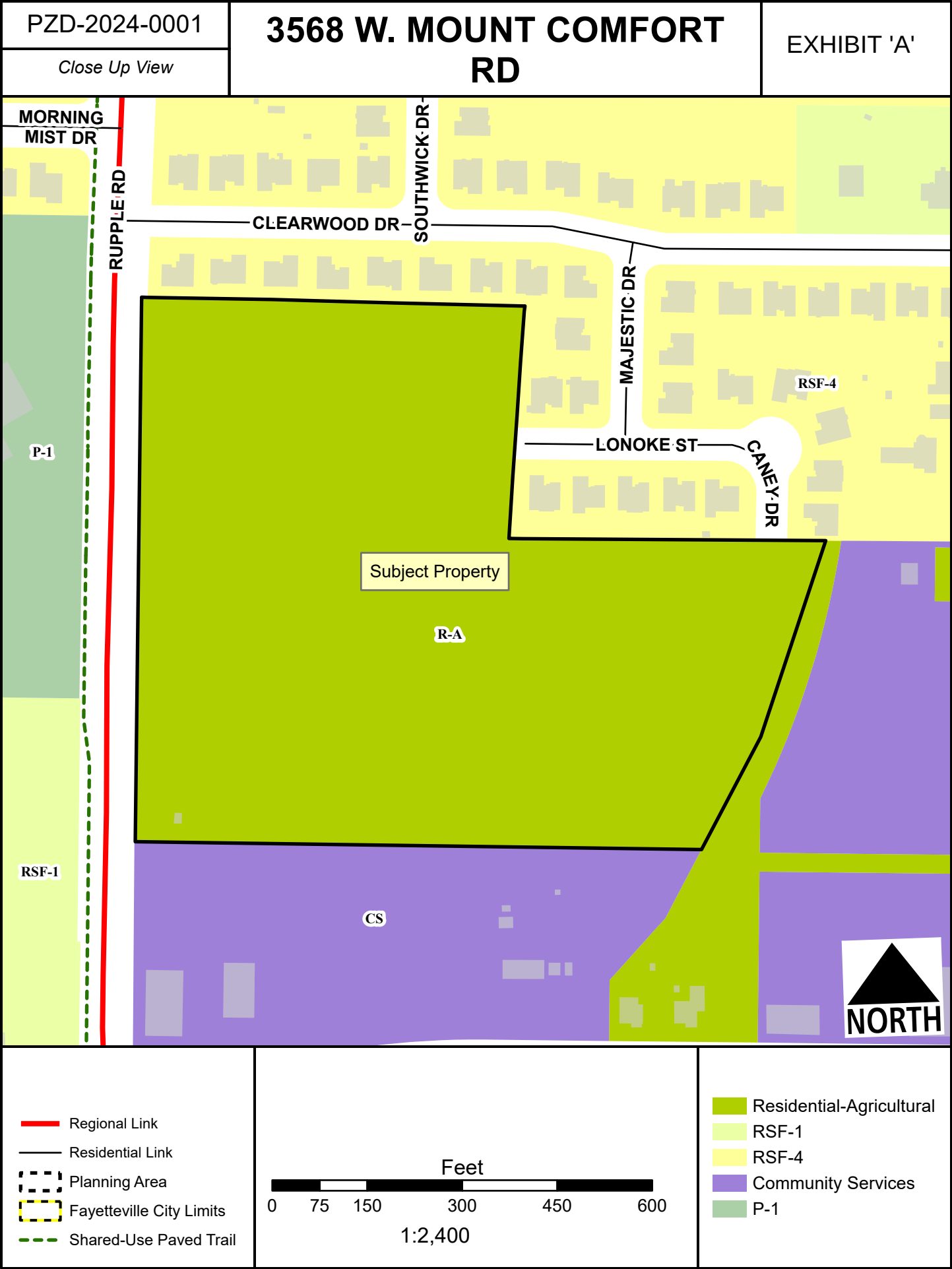
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



HOLT VILLAGE PZD LEGAL DESCRIPTION:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 221.49' FROM THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 928.50' TO A POINT ON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65' TO AN EXISTING REBAR, S86°22'27"E 193.98' TO AN EXISTING REBAR, S86°39'36"E 204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAID SUBDIVISION. THENCE ALONG SAID WEST SUBDIVISION THE FOLLOWING: S08°32'47"W 8.02' TO AN EXISTING REBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY, SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 201.83', THENCE LEAVING SAID ABANDONED RIGHT-OF-WAY N87°12'33"W 592.50' TO AN EXISTING REBAR, THENCE S02°40'44"W 68.44' TO AN EXISTING REBAR, THENCE N87°19'16"W 301.66' TO THE POINT OF BEGINNING, CONTAINING 16.72 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROVIDED BY BATES AND ASSOCIATES.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING: March 25, 2024 **Updated with results from 3/25/2024 PC Meeting**

SUBJECT: **PZD-2024-0001: Planned Zoning District (3568 W. MOUNT COMFORT ROAD/HOLT VILLAGE, 323):** Submitted by FLINTLOCK LTD CO. for property located at 3568 W. MOUNT COMFORT RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and CS, COMMUNITY SERVICES and contains approx. 16.72 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:

Staff recommend forwarding **PZD-2024-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

"I move to forward **PZD-2024-0001** to City Council with a recommendation of approval, with conditions as outlined by staff."

BACKGROUND:

The subject property is in northwest Fayetteville, northeast of the intersection of N. Ruppel Road and W. Mount Comfort Road and east of Holt Middle School. The site is largely undeveloped, but for one single-family home with associated outbuildings that were built in the late 1970s. In total, the property makes up approximately 18.4 acres, and is currently zoned R-A, Residential-Agricultural and CS, Community Services. The applicant is only pursuing a rezoning on 16.72 acres of the property. An access management variance was approved by the Planning Commission on March 11, 2024 for a reduced driveway separation distance along N. Ruppel Road. No overlay districts currently govern the site. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Commercial/Undeveloped	CS, Community Services
East	Undeveloped/Pending Goddard School	R-A, Residential Agricultural; CS, Community Services
West	Holt Middle School/Mount Comfort Cemetery	P-1, Institutional; RSF-1, Residential Single-Family, 1 Unit per Acre

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with three Planning Areas, as described below:

- **Planning Area #1 – 9.9 acres:** Labeled as Neighborhood Zone A, the intention of this planning area is to provide primarily single- and two-family homes, with minimum lot widths

of 25 feet and an intention for homes to be oriented along common greenspace to provide frontage to some of these single-family homes, rather than typical public streets. Building heights are limited to a maximum of three stories.

- **Planning Area #2 – 6.9 acres:** Labeled as Neighborhood Zone B, this planning area is intended for higher intensity uses than single- and two-family structures, and allows for single-, two-, three- and four-family dwellings by right, as well as multi-family dwellings. There is no stated density maximum, and minimum lot widths are set at 24 feet for single-family dwellings, and no lot width minimum for all other uses. Building heights are limited to a maximum of three stories.

Public Comment: Staff have not received any public comment on this request.

INFRASTRUCTURE:

Streets: The request area has frontage along N. Ruppel Road, W. Lonoke Street, and N. Caney Drive. N. Ruppel Road is a partially improved regional link street with asphalt paving, having one lane in each direction with a two-way left turn lane, curb and gutter, drainage infrastructure, greenspace, and concrete paved trail along the west side of the street. W. Lonoke Street and N. Caney Drive are fully improved residential link streets with asphalt paving, curb and gutter, greenspace, and sidewalks on both sides. The portion of the overall subject property that is not part of this request has frontage to W. Mount Comfort Road. W. Mount Comfort Road is an improved regional high activity link street with asphalt paving, having two drive lanes in each direction, curb and gutter, drainage infrastructure, greenspace, and sidewalk on both sides of the street along this property's frontage. Any street improvements or required drainage improvements in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main present along the west side of North Ruppel Road with an 8-inch water main crossing extending to the southwest corner of the subject property. There are existing 8-inch water mains present in W. Lonoke Street and N. Caney Drive that future development may connect to with new water main extensions. The portion of the property that is not part of this request also has access to an existing 12-inch water main on the south side of W. Mount Comfort Road.

Sewer: Sanitary sewer is available to the subject area. There is an existing 8-inch sanitary sewer main on the west side of N. Ruppel Road at the northwest corner of the subject area. There are existing 8-inch sanitary sewer mains present in utility easements along W. Lonoke Street and N. Caney Drive that future development may connect to with new sewer main extensions. The portion of the property that is not part of this request also has access to an existing 8-inch sanitary sewer main on the north side of W. Mount Comfort Road. A downstream sewer capacity analysis in accordance with the current edition of the City's Standard Specifications for Design and Construction of Water Lines and Sewer Lines must be included with the development entitlement submittal to determine if there is adequate capacity within the existing sewer system. The developer shall perform any downstream sewer upgrades to accommodate any additional capacity necessitated by the development.

Drainage: No portion of the subject area lies within a FEMA floodplain, there is no protected stream present, and the property is outside of the Hillside-Hilltop Overlay District. No hydric soils are present in the area. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.5 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed PZD, Residential Planned Zoning District, requires **25% minimum canopy preservation**. The current zoning district R-A, Residential-Agricultural requires **25% minimum canopy preservation**; CS, Community Services requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging infill score for the subject property of 5-7, which translates to a weighted score of **7.5**. The elements vary by the area of the property being considered, and include the following:

- Adequate Fire Response (Station 8, 2266 W. Deane Street)
- Near Sewer Main (8-inch, N. Ruppel Road, W. Lonoke Street and N. Caney Drive)
- Near Water Main (8-inch, N. Ruppel Road, W. Lonoke Street, and N. Caney Drive)
- Near Public School (Holt Middle School)
- Near City Park (Clabber Creek, Bryce Davis Park)
- Near Paved Trail (Clabber Creek)
- Appropriate Future Land Use (City Neighborhood Area)

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 applicant's request to be compatible with existing surrounding land uses. The property is surrounded by single-family to the north, a public school to the west, commercial development to the south and southeast, and another incoming school facility to the east. Staff finds the insertion of varying types of residential uses to be compatible with the surrounding area; the proposed Neighborhood Zones demonstrate a sensitivity to the existing development pattern by lining the northern side of the property with single-family residential and transitioning inward to more dense and compact development. The dense and compact development is also offset by the insertion of greenspace and shared common open space. Staff finds that the lack of a density limitation means that more units and lots than are shown on the illustrative plans could be built, but still finds that with other requirements such as public right-of-way dedication, parking, and drainage requirements, that the density is still likely to be limited in a manner that is compatible with surrounding uses. The limitation of building height to 3 stories also offers a good transition zone between the CS zoning to the south and east and the residential zoning to the north.

Land Use Plan Analysis: Staff finds that the request is consistent with the City's land use and zoning plans. Staff finds that the proposal meets City Plan 2040 goal by making appropriate infill a high priority; the infill score for the site is within the medium range, so inserting single-, two-family, and even some low intensity multi-family here is compatible with the infill score for the site. Further, N. Ruppel Road and W. Mount Comfort Road is identified as a Tier 2 Center, which are characterized by housing that ranges from one- to three- story detached dwellings, duplexes, row houses, and mid-rise apartments. The proposed PZD shows a sensitivity to the long-range land use plans for the area, and with the current land use surroundings that garners a recommendation of approval from staff.

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 is justified. Maintaining the R-A zoning at this site is not compatible with current land use surroundings, or with long-term City goals.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed PZD is not likely to have a significant impact on traffic danger or congestion in the area. The proposal intends to meet overall connectivity and access management requirements, and staff finds that the opportunities for connectivity allow for the general disbursement of traffic, rather than traffic funneling into one specific location.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed PZD would alter population density in the area as opposed to keeping the property zoned R-A, but staff does not find that this would be to an undesirable level. New sewer and water lines would be required to be extended to the proposed development, at a cost that would be borne by the developer. Additionally, a sewer capacity analysis may need to occur during an associated development plan. Fayetteville Public Schools did not comment on the request, though it is worth noting again that this site is directly across the street from Holt Middle School. The applicant has indicated (and a condition was approved by the Planning Commission requiring it) an enhanced pedestrian crossing from this development to the school across the street.**

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**

Sec. 161.35. Planned Zoning Districts (PZD)

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
- (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
- (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
- (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: As outlined in previous findings, staff finds that the proposal is generally in line with the factors that may be considered with a Planned Zoning District. The proposed PZD is particularly well suited to meet the flexibility, harmony, no negative impact, and natural feature tenets of the ordinance.

RECOMMENDATION: Staff recommends forwarding **PZD-2024-0001** to City Council, with a recommendation of approval, with conditions as outlined below.

Conditions of Approval:

1. Parkland dedication/proposed fees-in-lieu must be reviewed by Parks and Recreation Advisory Board with the associated development;
2. Any proposed lots without street frontage shall provide adequate access for water, sewer, and emergency services; and
3. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:	☒ Forwarded	☐ Tabled	☐ Denied
Meeting Date: <u>March 25, 2024</u>	with all conditions as recommended by staff		
Motion: Gulley			
Second: Payne			
Vote: 6-0-1 (McGetrick recused)			

BUDGET/STAFF IMPACT:

None

Attachments:

- Urban Forestry Memo
- Applicant Request Letter
- PZD Booklet
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map

TO: Technical Plat Review

THRU: Jessie Masters, Development Review Manager

FROM: Melissa Evans, Urban Forester

MEETING DATE: February 28, 2024

SUBJECT: **PZD-2024-0001: Holt Village:** Submitted by FLINTLOCK LTD CO. for property located at 3568 W. MOUNT COMFORT ROAD. The property is split zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 18.4 acres. The request is for the property to be zoned PZD, PLANNED ZONING DISTRICT.

RECOMMENDATION:

Urban Forestry Staff recommends the approval of PZD-2024-0001 since the PZD booklet essentially states that Chapter 167 Tree Preservation and Protection and Chapter 177 Landscape Regulations requirements will be met. The required minimum existing tree canopy coverage is 25% for PZDs.

Though there are not many trees on the site with the exception of the perimeters, it is highly recommended that as many trees be preserved as possible to meet the requirement, and that buildings, parking, utilities, and other infrastructure elements be designed around the trees. According to the PZD booklet, this is the approach the developer and designer will take.

Chapter 177 Landscape Regulations must be met also, including street trees along public or private streets. The PZD booklet says that the project will comply with the landscape standards of the City of Fayetteville.

ATTENTION:

Fayetteville Planning Commission
Planning Staff
Development Services Staff

14 February, 2024

HOLT VILLAGE PZD SUBMISSION

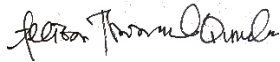
Dear Commissioners and Staff,

Flintlock LTD Co on behalf of Landmarc Custom Homes respectfully submits this Planned Zoning District (PZD) application for your consideration. The proposed +/- 125 residential unit development aims to provide a mix of housing types in a walkable neighborhood format that prioritizes common green space. This proposed development ideally serves the surrounding neighborhood and City goals by sensitively transitioning density from the north to the south through a mixture of unit types offering abundant green space, walkability, and community potential.

The proposed development is wholly in line with the City Plan 2040's primary goals of compact, complete, and connected growth which is intentional, sustainable, and mixed use. Transit ready and commercial supportive densities are provided, and housing is centered on low impact development stormwater features.

We believe, and hope you agree, that this development will contribute to the community of Fayetteville and its aspirations for the future.

Respectfully,
FLINTLOCK LTD CO



Allison Thurmond Quinlan
AIA RLA LEED AP
Principal Architect

Holt Village Planned Zoning District

FEBRUARY 29, 2024

A

Ownership

Landmarc Custom Homes, LLC
1224 S Maetsri Rd, Springdale AR 72762

PREPARED BY FLINTLOCK LTD CO

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B

Project Summary

The proposed +/- 125 residential unit development aims to provide a mix of housing types in a variety of formats structured in a walkable neighborhood format, with a central linear storm park lined by park-facing townhomes. The development will include three parcels (765-13589-000, 765-13593-000, and 765-13593-002) totaling around 16.7 acres. The entire site is shown as City Neighborhood area on the Future Land Use Map with midrange infill score potentials across the site. The property is served by existing adequate water and sewer facilities in Mt Comfort Road to the south, Ruppelle Road to the west, and W Lonoke to the north and northeast. This proposed development ideally serves the surrounding neighborhood and City goals by sensitively transitioning density from the north to the south through a mixture of unit types offering abundant green space, walkability, and community potential.



Site Location Approximate location as seen aerially from the southwest ; N Ruppel Rd and W Mount Comfort Rd seen in foreground



C

General Project Concept

Street and
Lot Layout

The project aims to connect N Ruppel Road more cohesively into the existing development north of the project site, providing an extension of Lonoke Drive to the west to Ruppel Road and south to a new east-west connection. To maximize site efficiency with odd geometries, a large linear storm park provides frontage for an interior set of alley loaded townhouses. This arrangement both faces public roads and existing single family homes with more traditional lower density single family homes while providing appropriate density and variety in housing type and price point. The linear storm park directs water downhill to the north, to the low point of the site, which is preserved as a tree preservation and landscape buffer around the storm park. The resulting large central block is compliant with maximum block sizes but is further bifurcated with a pedestrian path and enhanced crosswalk that provides safe interior block connection through the neighborhood to Holt Middle School across Ruppel Road from the project. The main north/south street connection provides a shared commercial access to the CS zoned commercial neighboring property along Mount Comfort, to minimize curb cuts and provide rational and safe access to the existing High Activity Corridor. With its mixture of units types, pedestrian alleys, and common greens, the site design builds community potential and encourages walking and biking both within the neighborhood and to adjacent schools.

Site Plan



Buffer Areas	The proposed development provides a landscape buffer along the northern boundary and residential lots similar in size and setback to the adjacent existing lots. Smaller home lots face Ruppel and the commercial development to the south, which transition to townhouses against the parcel to the southeast, which is intended to become a clustered massing of small multifamily along Mount Comfort concurrent with this development.
Tree Preservation Areas	The property's long-term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.
Storm Water and Detention Areas	The site contains a large high point roughly in the center. Three stormwater facilities will be provided at the low points at the northwestern property boundary, the northeastern property corner, and adjacent the multifamily and townhouse properties along Mount Comfort. A linear storm park running north / south on the western half of the property directs storm flow through grassed swales as a landscape amenity to slow water flow and remove sediment in planting areas.
Undisturbed Natural Areas	The site is almost entirely previously disturbed by long term agricultural use and use as an airfield for a number of years. Some existing larger trees and more natural areas along the northern property line will be preserved.
Existing and Proposed Utility Connections and Extensions	Existing utilities are well provided and further discussed in Section M: Impacts to City Services

D

Proposed Planning Areas

The proposed Neighborhood Zones would replace existing Residential-Agriculture Zoning on approximately 16.2 acres of the site and Community Services Zoning on approximately ½ an acre of the site at the southwest corner adjacent to Kum and Go. Neighborhood Zone A accounts of approximately 9.9 acres of the site, and Neighborhood Zone B accounts for approximately 6.9 acres of the site.



E

Proposed Zoning Standards

Neighborhood Zone A

(A) *Purpose.*

- Provide an appropriately flexible neighborhood buffer to commercial, institutional, and single family residential uses
- Create a flexible neighborhood pattern with a variety of adaptable building types limited by mass and height rather than use or unit numbers;
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

(B) *Intent.* Planning staff shall evaluate the following criteria for suitability of uses in the Neighborhood Zone A:

- (1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
- (2) The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
- (3) Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;
- (4) Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
- (5) Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage
- (6) Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
- (7) Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

Proposed Zoning Standards

(C) *Uses.*

(1) *Permitted Uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 24	Home occupations

Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business
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 45	Small scale production
Unit 46	Short-term rentals

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.* 24 feet

* Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.

(2) *Lot Area Minimum.* None.

(F) *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

(G) *Building Height Maximum.* 3 stories

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

Neighborhood Zone B

(A) *Purpose.*

- Create a flexible neighborhood pattern with a variety of adaptable building types limited by mass and height rather than use or unit numbers;
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

(B) *Intent.* Planning staff shall evaluate the following criteria for suitability of uses in the Neighborhood Zone B:

- (1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
- (2) The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
- (3) Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;
- (4) Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
- (5) Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage
- (6) Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
- (7) Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

Proposed Zoning Standards

(C) *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 24	Home occupations
Unit 26	Multi-family dwellings
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 45	Small scale production
Unit 46	Short-term rentals

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	24 feet
All other uses	None

* *Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.*

(2) *Lot Area Minimum.* None.

(F) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(G) *Building Height Maximum.* 3 stories

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

F

Existing Property Zoning Standards

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.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
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Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

Zoning Comparison Chart

	CURRENT		PROPOSED	
	R-A: Residential Agriculture	CS: Community Services	Neighborhood Zone Planning Area A	Neighborhood Zone Planning Area B
PERMITTED USES	1. City-wide uses by right 3. Public protection and utility facilities 6. Agriculture 7. Animal husbandry 8. Single-family dwellings 9. Two-family dwellings 37. Manufactured homes 41. Accessory dwellings 43. Animal boarding and training 46. Short-term rentals	1. City-wide uses by right 4. Cultural and recreational facilities 5. Government facilities 8. Single-family dwellings 9. Two-family dwellings 10. Three (3) and four (4) family dwellings 13. Eating places 15. Neighborhood Shopping goods 24. Home occupations 25. Offices, studios and related services 26. Multi-family dwellings 40. Sidewalk Cafes 41. Accessory dwellings 44. Cluster Housing Development 45. Small scale production 46. Short-term rentals	1. City-wide uses by right 8. Single-family dwellings 9. Two-family dwellings 24. Home occupations 41. Accessory dwelling units 44. Cluster housing development	1. City-wide uses by right 8. Single-family dwellings 9. Two-family dwellings 10. Three (3) and four (4) family dwellings 24. Home occupations 26. Multi-family dwellings 41. Accessory dwelling units 44. Cluster housing development
CONDITIONAL USES	2. City-wide uses by conditional use permit 4. Cultural and recreational facilities 5. Government facilities 20. Commercial recreation, large sites 24. Home occupations 35. Outdoor Music Establishments 36. Wireless communications facilities 42. Clean technologies	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 14. Hotel, motel and amusement services 16. Shopping goods 17. Transportation, trades and services 18. Gasoline service stations and drive-in/drive-through restaurants 19. Commercial recreation, small sites 28. Center for collecting recyclable materials 34. Liquor stores 35. Outdoor music establishments 36. Wireless communication facilities* 42. Clean technologies	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 4. Cultural and recreational facilities 5. Government facilities 10. Three (3) and four (4) family dwellings 12a. Limited business 13. Eating places 16. Shopping goods 19. Commercial recreation, small sites 25. Offices, studios and related services 26. Multi-family dwellings 45. Small scale production 46. Short-term rentals	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 4. Cultural and recreational facilities 5. Government facilities 12a. Limited business 13. Eating places 16. Shopping goods 19. Commercial recreation, small sites 25. Offices, studios and related services 45. Small scale production 46. Short-term rentals
DENSITY	One-half (1/2)	None	None	None
LOT WIDTH MIN. (FT)	200	18 (Residential) None (all others)	24 (Single-family) * Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.	24 (Single-family) None (all others) * Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.
LOT AREA MIN. (SF)	2 acres	None	None	None
FRONT SETBACK (FT)	35	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.	A build-to zone that is located between the front property line and a line 25 feet from the front property line.	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
SIDE SETBACK (FT)	20	None	5	None
REAR SETBACK (FT)	35	None 15 (when contiguous to a single-family residential district)	5 12 (from center line of an alley)	5 12 (from center line of an alley)
BUILDING HEIGHT	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.	5 Stories	3 Stories	3 Stories
MAX. BUILDING AREA (%)	None	50% of lot width	50% of lot width	50% of lot width

G

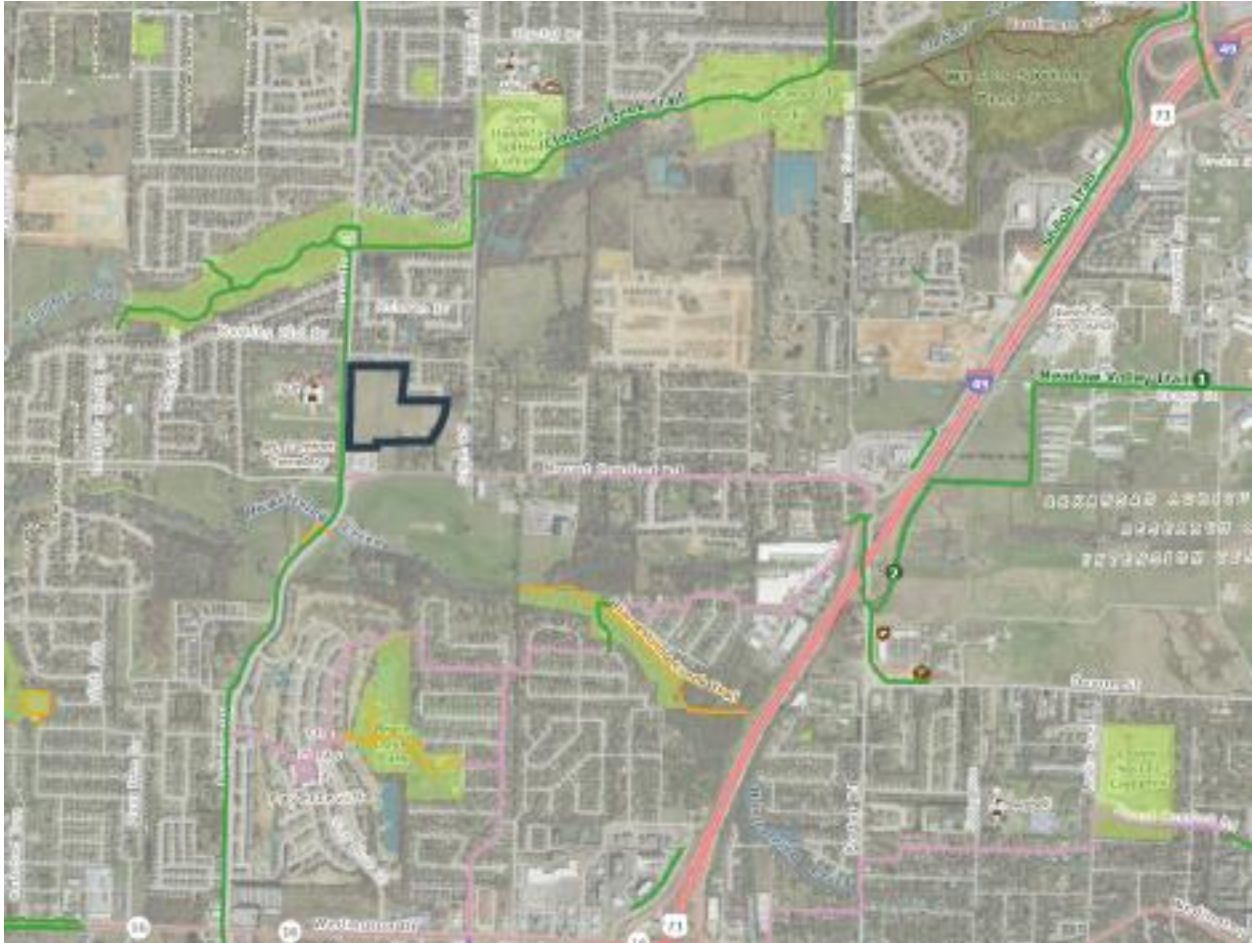
Analysis of Site Characteristics

The existing site contains a gentle high point roughly in the center, falling gradually away to Clabber Creek to the north and Hamstring Creek to the south. The property is relatively level for Fayetteville and has been cleared and intensively farmed since at least the middle of the last century based on aerial photos. The site does not include hydric soils, historic wet prairie, or other sensitive ecologies. It is also outside the floodway of both adjacent creeks.



H Recreational Facilities

The proposed development includes a large linear park for passive recreation and is walkable to the extensive Clabber Creek park and the future Underwood Park facilities. The site is located along the Clabber Creek trail connection to Mount Comfort. It is also walkable to both Holt Middle School (directly across the street) and Holcomb Elementary School ½ a mile to the north.



I

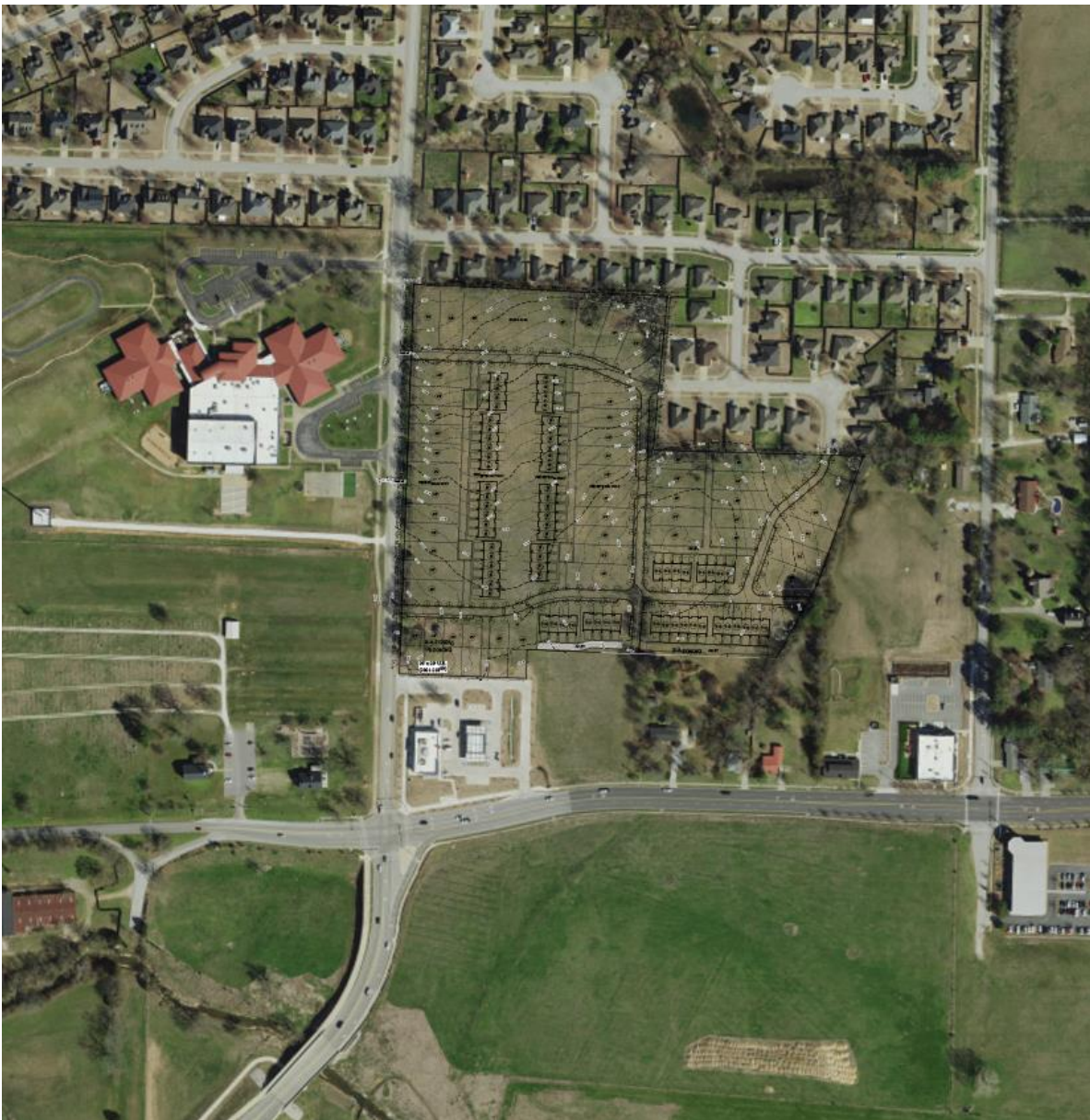
Reasons a Zoning Change is Required

The current zoning of Residential - Agriculture that governs most of the site (+/- 16.6 acres out of +/- 18.4 total acres) is not suitable to fulfill the City's needs for housing its rapidly increasing population or its goals for this specific area as a Tier 2 and Tier 3 center on Fayetteville's Growth Concept Map. Additionally, the walkable and mixed unit development proposed here is the kind of development described in the City Plan 2040 that creates livable communities that require less investment in infrastructure by the City. Refer to Sections J and K following this section for more discussion of these elements.

J

Relation to Existing and Surrounding Properties

The surrounding properties are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while a small cluster of multifamily masses are located along Mount Comfort. The mixed unit type neighborhood provides a natural variety of housing product and price points with intensity stepped down from existing single family home lots to multifamily along Mount Comfort. Refer to Section K following this section for discussion of how this transition of density and use is ideally appropriate for both realizing City planning goals and providing services to the surrounding community.



K

Project Compliance with Fayetteville Comprehensive Land Use Plan + City Plan 2040

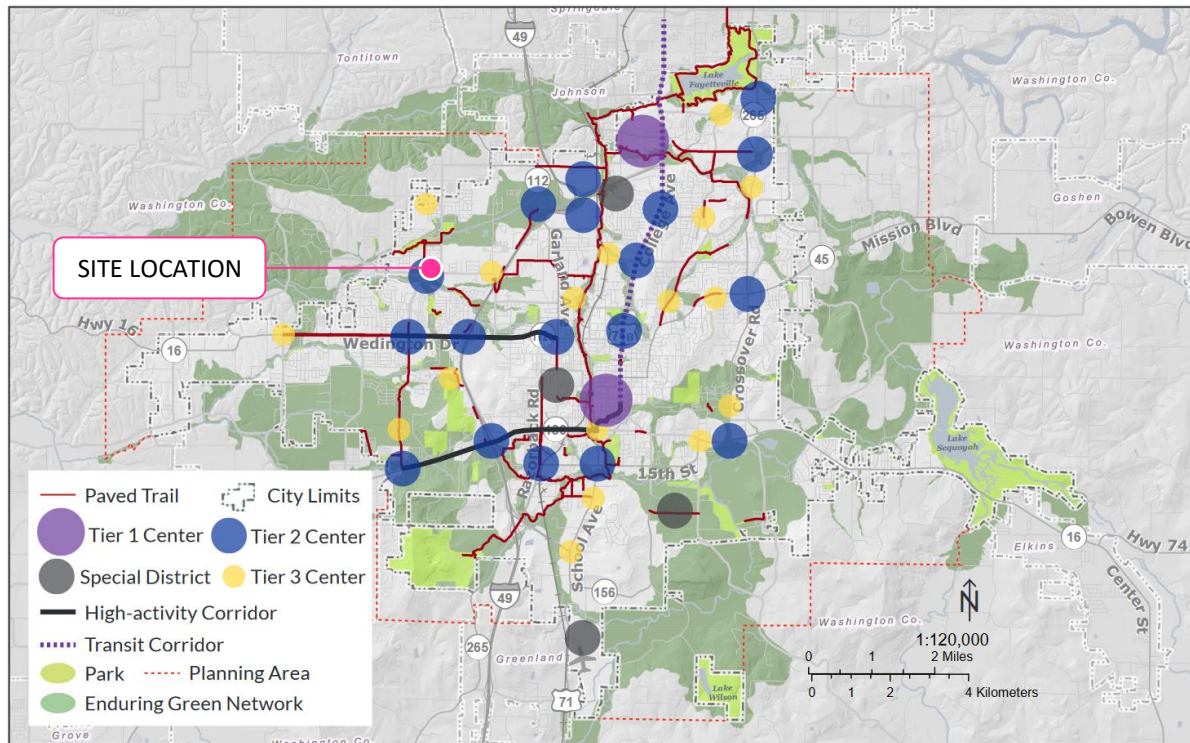


Figure 2.0 - Growth Concept Map

The project site is part of both a planned Tier 2 Center at Mount Comfort and Ruppel and a planned Tier 3 Center at Mount Comfort and Salem Road.

The project site is on the outside shoulder of a Tier Two center, a smaller scale urban with fewer services, residents, and jobs than Tier One Centers. Tier Two Centers largely exist to provide services and employment to residents within two to three miles. They are characterized by housing that ranges from one- to three-story detached dwellings, duplexes, row houses, and mid-rise apartments. Commercial uses will be mixed-use and office buildings. The adjacencies of Holt Middle School directly to the west and low density single-family to the north make commercial services and multifamily more jarring along the western edge of the site and render the moderate density residential use proposed here ideal.

Tier Three Centers are intended to serve the immediately surrounding residential areas and will cater to the specific needs of a small market. As a result, no two will be the same. Some may be characterized by one or two commercial and/or multi-family buildings located on a single intersection while others develop into a mixed-use core extending over multiple blocks and serving a broad mix of housing. The nodal nature of Tier Three Centers are important for providing a unique sense of place to a neighborhood. Tier Three Centers shown on The Growth Concept Map are not intended to be inclusive of all non-residential services that may be identified at a neighborhood-scale analysis. Neighborhood-scale and micro-retail locations are embedded within the general land use policies discussed throughout City Plan, not on the Growth Concept Map. The project site is also located with frontage on a High Activity Corridor along Mount Comfort.

The proposed development is wholly in line with the City Plan 2040's primary goals of compact, complete, and connected growth which is intentional, sustainable, and mixed use. Transit ready and commercial supportive densities are provided, and housing is centered on low impact development stormwater features.

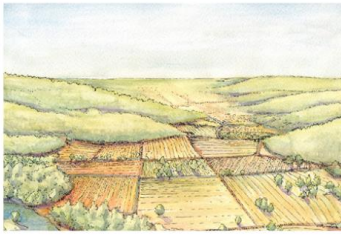


Figure 3.4 - Rural

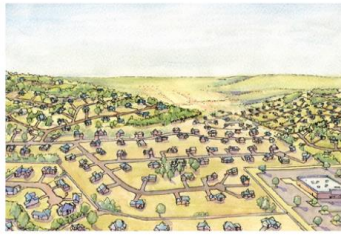


Figure 3.5 - Suburban Sprawl



Figure 3.6 - Traditional Development

Goal 3 Objectives

3.3.1 Require new growth that results in neighborhoods, districts and corridors that are:

- **Compact** – via denser housing; meaningful open spaces and preserves; small blocks
- **Complete** – via housing; mixed uses; civic uses; jobs-housing mix in the neighborhoods
- **Connected** – via street-oriented buildings; interconnected streets; interconnected greenways and trails

3.3.2 Prepare a transit-worthy community: increase density in highly walkable areas along logical future transit routes, and anticipate rail, street cars and other alternative transit modes.

The 71B College Avenue Corridor Plan provides a framework for incrementally re-developing this major thoroughfare into a series of inter-connected and livable mixed-use districts. The City can provide redevelopment catalyst by making capital investments in increased street, sidewalk and trail connectivity.

3.3.3 Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space.

The Razorback Regional Greenway illustrates the ability of the City to leverage capital investments in trail infrastructure to drive economic development. The City created the Fayetteville Alternative Transportation and Trail Plan in 2003 and began building the Scull Creek Trail with \$2.1 million in funding provided by a bond issue passage. Additional yearly Capital Improvement Project funding of \$1.3 million annually was used to build-out the remainder of the trail. The economic development catalyst that the trail provided is evidenced by the residential and commercial development occurring in nodes along the trail spine in south Fayetteville, throughout downtown/Dickson Street, in mid-town around Poplar Street, and throughout the uptown district along Mud Creek.



Figure 3.10 - Example Development Layout



Figure 3.11 - Example Development Layout

- Encourage developers to designate and plan for mixed-use corners at the time of approval to properly plan for accessibility to these areas.
- Encourage pedestrian-friendly mixed-use buildings with transparent glass for commercial uses at street level and building entrances that address and connect to the street and sidewalk.
- Encourage a block and street layout that promotes walkable, bicycle friendly street designs with slow design speeds
- Encourage mixed-use development that is sensitive to surrounding residential uses and allows for day and night utilization of available parking.
- Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- Encourage properties to redevelop in an urban form utilizing form-based zoning designations.
- Protect and restore Fayetteville’s outstanding residential architecture of all periods and styles.
- Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.
- Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.

Additionally, this proposed development aligns with the City’s 2013 Wedington Corridor Plan by providing missing middle housing types, offering better pedestrian crossings within the neighborhood, enhancing walkability, providing infill housing and infill neighborhood services, and creating accessible open spaces.

EXAMPLES OF “MISSING MIDDLE” HOUSING



Duplex bungalow

Modern duplex



Rowhouse

Townhome



Fourplex

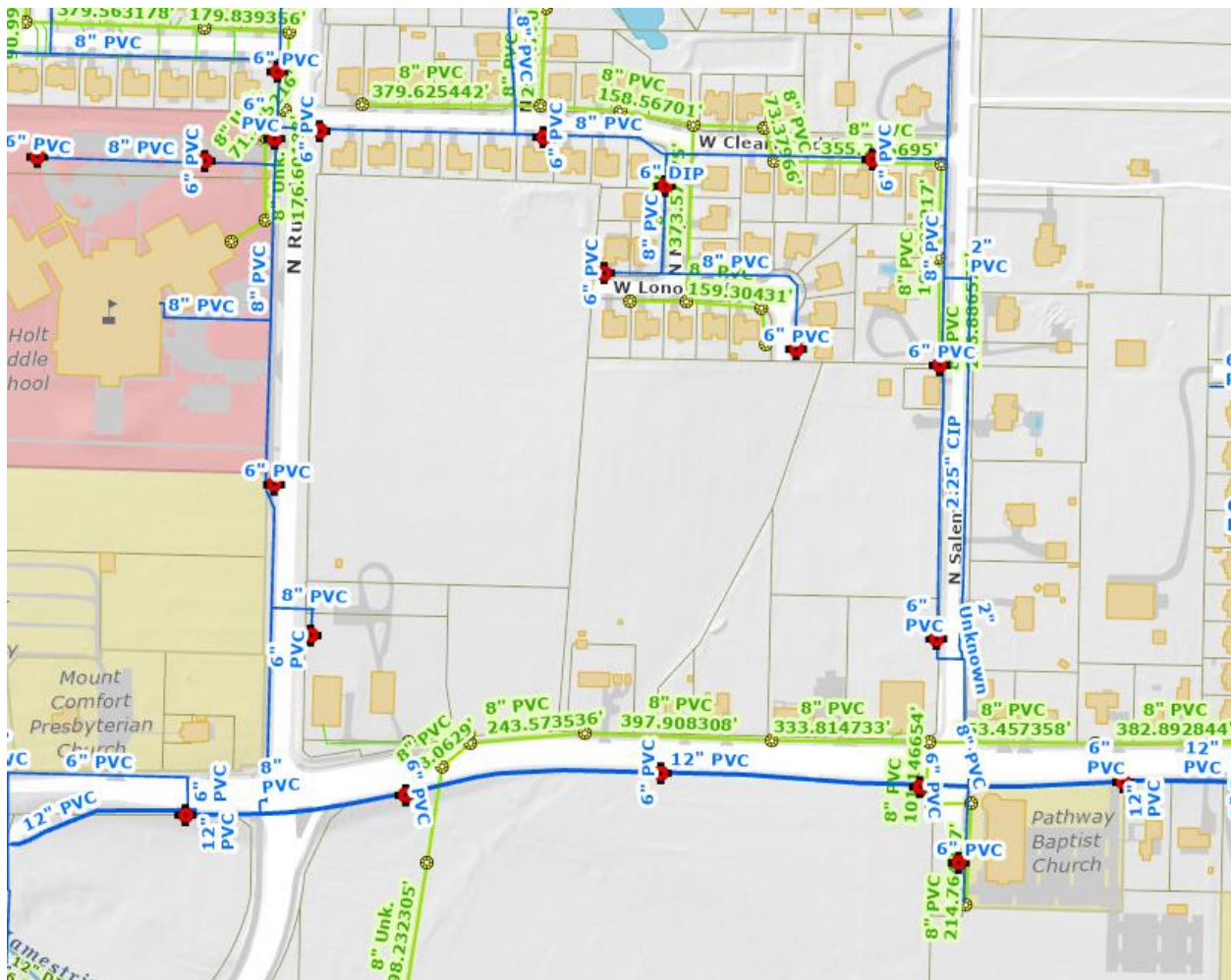
Bungalow court

L Traffic Study

A traffic study has not been deemed necessary at this time. Off Site Improvements will be determined at the time of development review.

M Impacts on City Services

The development in question would add public water, sewer and street improvements to the city as well as add to the sidewalk connectivity to the city's network. The project would also require trash service, fire department services, and police services. A local engineering firm, Bates and Associates, states that the city cannot provide a letter guaranteeing any project service until that project has been approved, but it is their opinion that the public sewer and water infrastructure has more than enough capacity to feed this proposed PZD. This is primarily because of the major upgrades in the sewer and water system in the area within the last decade, this area not being dense, and being close to town. Thus, it is reasonable to assume that there are no indicators of capacity issues. Existing utility connections are shown below.



N

Development Standards, Conditions, and Review Guidelines

Screening and Landscaping, Traffic and Circulation, Parking Standards, Perimeter Treatment, Sidewalks, Streetlights, Water, Sewer, Streets and Drainage, Construction of Non-Residential Facilities, Tree Preservation, Architectural Design Standards, Proposed Signage, and View Protection will follow City of Fayetteville Unified Development Code Standards, except as differentiated below.

Proposed Architectural Design Standards

Building Elevations will be submitted at the time of development and will meet the following requirements.

- (A) *Purpose.* The intent of this ordinance is to encourage timeless architectural form through the use of quality design and materials. The goal of the code is to promote functional architecture that creates attractive and usable space.
- (B) *Applicability.* The Architectural Design Standards are applicable in the following instances:
 - (1) If a conflict occurs between different standards, these standards shall supersede the City's Nonresidential Design Standards; Office, and Mixed Use Design and Development Standards in the Downtown Design Overlay District and College Avenue Overlay District.
 - (2) All new construction, additions or renovations shall comply with these standards regardless of whether the improvements require a permit; ordinary repairs and maintenance are not subject to these standards. Specifically, only the new construction or portions of the building that are being renovated shall comply with these standards.
 - (3) Building designs that strictly comply with these standards are to be considered approved for matters of aesthetics and shall not require further discretionary review for architectural character or appearance.
 - (4) Building designs that do not comply with these standards may be permitted by a variance after review and approval by the Planning Commission.
 - (5) Building designs that are denied or approved by the Planning Commission may be appealed to the City Council.
- (D) *Porches and Stoops.* If a building has a porch or stoop then it shall comply with the following regulations:
 - (1) *Front Porches.*
 - (a) *Standard.*
 - (i) *Depth.* 6 feet minimum from the principal façade to the inside of the column face.
 - (ii) *Length.* 25 to 100% of the principal facade. Front porches may be multi-story and are required to be open or screened and non-air conditioned.
 - (b) *Right-of-Way Encroachment.* Front porches may occur forward of the principal façade. Porches shall not extend into the right-of-way. Front porches and stoops shall not be built within 18 inches of the side property line on attached unit types.
 - (2) *Stoops.*
 - (a) *Standard.* Stoops may be covered or un-covered and stairs may run to the front or to the side.
 - (i) *Depth.* 4 feet minimum from the principal façade to the inside of the column face for stoops with a covered landing.

- (ii) *Height.* 96 inches maximum.
 - (iii) *Length.* Maximum 12-foot width for each individual building entrance or group of connected entrances. The pedestrian connection from the stoop to the public sidewalk shall be allowed to run from the door along the facade of the building, parallel to the street, for a maximum of 12 feet from the door, before connecting directly to the public sidewalk.
 - (b) *Right-of-Way Encroachment.* Stoops may occur forward of the principal façade and may extend into the right-of-way in accordance with the building code adopted by the City of Fayetteville.
 - (c) *Placement.* Sidewalks shall have a minimum 5 feet clear access for pedestrian movements. Stoops shall not be built within 18 inches of the side property line on attached unit types.
- (3) *Projected Bay.*
- (a) *Standard.* Bays shall consist of habitable space.
 - (i) *Depth.* 4 feet maximum from the principal facade.
 - (ii) *Second Story Height.* Bays above the first or ground floor shall have a minimum of 10 feet clear to the underside of the horizontal floor. Supports or appendages shall not extend below 7 feet clear.
 - (iii) *Length.* 50% maximum of the principal façade length.
 - (b) *Second Story Right-of-Way Encroachment.* Bays above the first or ground floor may encroach within the right-of-way, in accordance with the Building Code adopted by the City of Fayetteville.
 - (c) *Placement.* Projected bays shall not interfere with street trees, street lights, street signs or other such civic infrastructure.
- (E) *Exterior Architectural Elements.* The lists of permitted materials and configurations have been selected for their durability, sustainability and responsiveness to climate. The primary goal of the Architectural Elements is authenticity; the elements encourage construction that is straightforward and functional and draws its ornament and variety from the assembly of genuine materials. Items not listed in the Architectural Elements may be approved upon review by the Planning Commission.
- (1) *Rear Yards Only.* The following shall only be located in the rear yard unless screened in a side yard by a durable and attractive screen or fence enclosure:
- (a) Trash dumpsters.
 - (b) Trash and recycling carts and bins.
- (2) *Exterior Prohibited Materials.* The following shall be prohibited:
- (a) *Undersized Shutters.* Shutters shall be sized so as to equal the width required to cover the window opening.
 - (b) *Shutters made of plastic.*
 - (c) *Glass with reflective coatings other than clear glass with Low-E coatings.* (See opacity and façade section).
 - (d) *Plastic or PVC roof tiles.*
 - (e) *Aluminum siding.*
 - (f) *Vinyl siding.*
 - (g) *Wood fiber board.*
 - (h) *Unfinished pressure-treated wood.*

- (i) *EIFS* (Exterior Insulation Finish System) located on the first or ground floor.
- (3) *Columns, Arches, Pedestals, Railings and Balustrades.*
 - (a) *Permitted Configurations.*
 - (i) Square columns shall have a minimum width of 6 inches with or without capitals and bases.
 - (ii) Round columns shall have a minimum 6-inch outer diameter with or without capitals and bases.
 - (iii) Pedestals shall have a minimum width of 8 inches.
 - (b) *Permitted Materials.*
 - (i) *Columns and Pedestals.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.
 - (ii) *Arches and Lintels.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.
 - (iii) *Railings and Balusters.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, concrete masonry units with stucco, stone, structural steel, cast iron, wrought iron, and glass.
- (4) *Windows, Skylights, and Doors.*
 - (a) *General Requirements.*
 - (i) Visible sills on the exterior of the building are required for all windows.
 - (ii) Windows shall have trim on the sides and top when the exterior of the building is fiber cement siding. Window trim shall have a minimum dimension of 0.75 inches × 3.5 inches (a normal 1×4).
 - (iii) A minimum of 10% of the window area per floor shall be operable with the exception of the first or ground floor.
 - (b) *Permitted Configurations.*
 - (i) All window configurations are allowed.
 - (c) *Permitted Finish Materials*
 - (i) *Windows.* Windows may be made of wood, aluminum, copper, steel, clad wood, thermally broken vinyl or aluminum. No false grids are permitted except for where mullions and muntins are permanently adhered to both the interior and exterior of a pane of thermally broken glass separated by a spacer aligned with the mullions or muntins in between panes of thermally broken glass. (Commonly referred to as simulated divided light windows).
 - (ii) *Doors.* Doors may be made of wood, glass, fiberglass or metal. (I.e. steel, aluminum, copper, bronze, etc.)
 - (iii) *Sills.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.

(5) *Roofs and Gutters.*

(a) *General Requirements.*

- (i) Roofs may be gabled, hipped, mansard, shed, gambrel, barrel-vaulted, or domed.
- (ii) Applied mansard roofs are not permitted.
- (iii) Low sloped roofs (less than 1 in 12 pitch) shall have light colored finish materials.

(b) *Permitted Configurations.*

- (i) Gutters may be rectangular, square, half-round, or Ogee sections.

(c) *Permitted Finish Materials*

- (i) *Metal Roofs.* Metal roofs may be made of galvanized steel, aluminum-zinc coated steel, copper, aluminum, zinc-alum, lead coated copper, terne, or powder coated steel.
- (ii) *Shingles.* Shingles shall be made of asphalt, metal, concrete, terra-cotta, slate, or cedar shingles or shakes.
- (iii) *Gutters and Downspouts.* Gutters and downspouts shall be made of copper, aluminum, galvanized steel, aluminum-zinc coated steel, lead coated copper, terne, or powder coated steel.

(6) *Garden Walls, Fences and Hedges.*

(a) *General Requirements.*

- (i) Fences, garden walls, or hedges are permitted along side yards, rear yards, and all property lines which abut public streets or alleys.
- (ii) Fences in the front yard shall be not be 100% opaque and shall provide visible separation between the fence slats. Fences in a rear or side yard, at least 6 feet behind the principal façade of the primary structure, may be at a maximum 100% opaque.

(b) *Height.*

- (i) Front yard (in front of the primary structure) maximum height of 42 inches.
- (ii) Fences located in the rear and side yards (behind the principal façade of the primary structure) shall have a minimum height of 36 inches and a maximum height of 8 feet.

(c) *Permitted Configurations.*

- (i) *Wood Fences.* Vertical picket fences or horizontal slat fences with corner posts, and split rail fences; privacy fences are permitted in the rear and side yard only, behind the principal façade of the primary structure.
- (ii) *Metal Fence.* Fence shall be comprised of primarily vertical pickets with a minimum 5/8-inch diameter, and 4-inch maximum clear space between the pickets.
- (iii) *Brick and Stone.*

(d) *Permitted Finish Materials*

- (i) Wood.
- (ii) Wrought iron, steel and cast iron.
- (iii) Brick and stone.
- (iv) Concrete masonry units with or without stucco so long as the primary structure corresponds.

- (v) Reinforced concrete with or without stucco as long as the primary structure corresponds.
- (7) *Opacity and Facades.*
- (a) *General Requirements.*
 - (i) Each floor of any principal building façade above the first floor facing a park, square or street shall contain windows covering from 15% to 60% of the principal façade area.
 - (ii) The permitted percentage of glass may be increased to 80% for any two floors above the fourth floor provided that there is a minimum setback of 15 feet from the principal façade.
 - (iii) A minimum of 10% of the window area per floor shall be operable with the exception of the first or ground floor.
 - (iv) All glass shall have a Low-E coating.
 - (v) Glass used above the first or ground floor shall have a visible transmittance rating of 0.4 or higher.
 - (b) *First or Ground Floor Requirements of Any Principal Façade.*
 - (i) Glass on the first or ground floor shall have a visible transmittance rating of 0.6 or higher.
 - (ii) Commercial space and storefronts shall have a minimum of 75% glass on the first or ground floor.
 - (iii) Office, institutional, and other non-residential space shall have a minimum of 50% glass on the first or ground floor.
 - (iv) Multi-family residential space shall have a minimum of 40% glass on the first or ground floor.
 - (v) Single family and two (2) family residential space shall have a minimum of 5% glass on the first or ground floor.
 - (vi) The measurement for glass percentage on the first or ground floor shall be calculated at the pedestrian level between 2—12 feet above the sidewalk. For a building façade located outside of a build-to zone the measurement for glass percentage on the first or ground floor shall be at the pedestrian level between 2 and 12 feet above the finished floor elevation (FFE).
 - (vii) Doors or entrances for pedestrian access shall be provided at intervals no greater than 50 ft. apart along the principal façade.

Proposed Landscape Standards

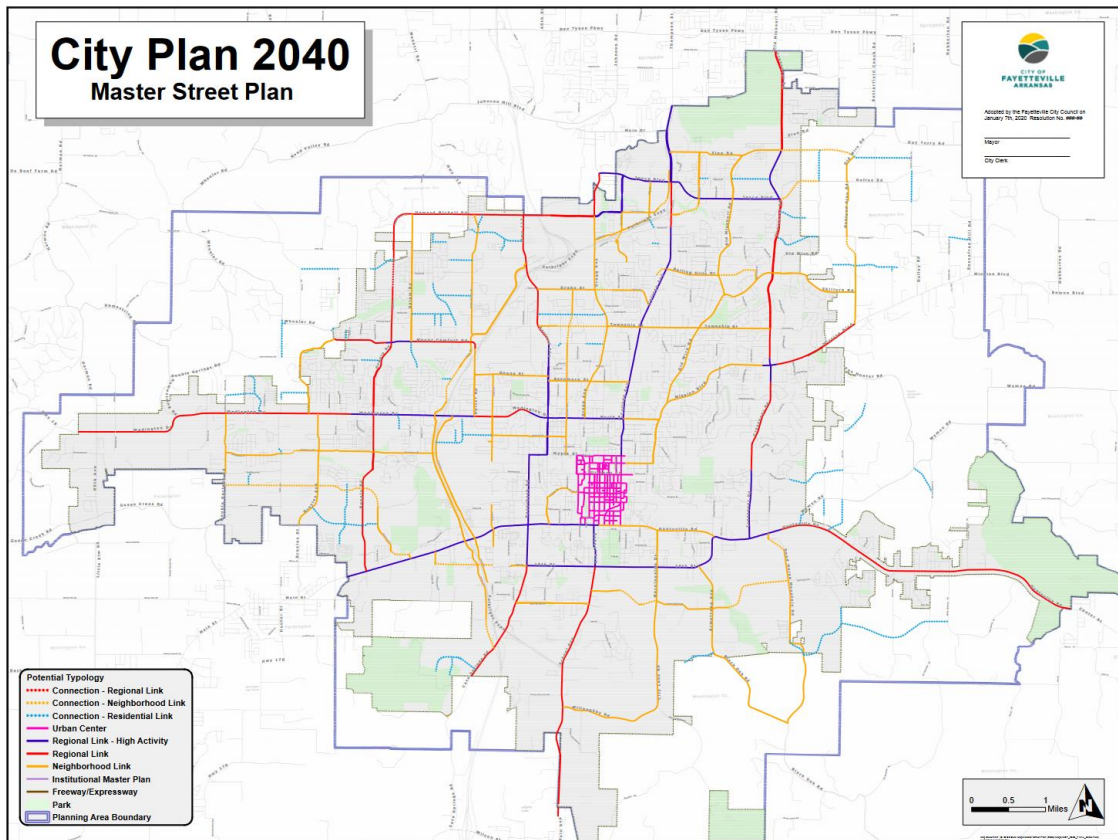
The project will comply with the standard Landscape Standards of the City of Fayetteville.

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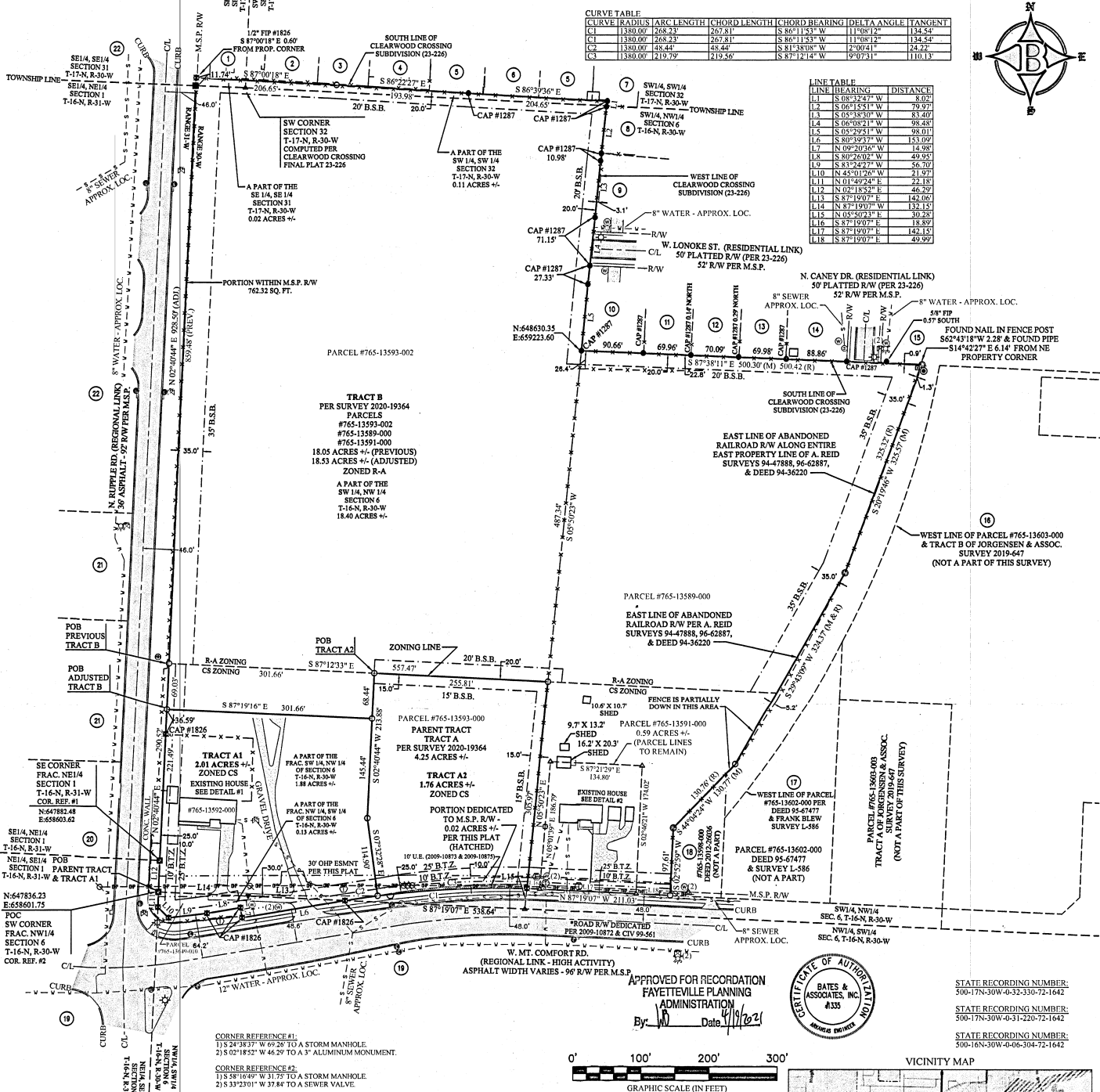
Planned Zoning District Intent Fulfillment

Flexibility	While this project's design and philosophy is wholly in line with the City of Fayetteville's City Plan 2040 goals, the project requires the flexibility of a Planned Zoning District to achieve two elements: townhouses in sets of more than 4 contiguous units and alley-loaded units facing a park rather than a street right of way. In all other ways, the project could be developed under typical existing form-based zones. The flexibility of a PZD provides the project with the opportunity to provide more traditional townhouse blocks of 5 and 6 contiguous units and platted fee simple lots facing green space. This arrangement allows for density more in line with the city's goals, demographic and housing cost needs of citizens, and provides the opportunity for additional common natural space. Units with front porches that face directly onto a park allow young children to safely play together in park space right outside the front door, without the danger of crossing the street, and within the safe view of parents sitting on front porches and stoops. The public "right of way" as park maintains all the pedestrian connectivity and social connection of a neighborhood street, but replaces the large space typically dedicated to cars in the right of way to playing children and low impact development stormwater storage.
Compatibility	The surrounding properties are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while townhouses abut the more dense multifamily units intended along Mount Comfort as a concurrent part of this development but separate from this PZD. The mixed unit type neighborhood provides a natural variety of housing product and price points with a walkable community structure.
Harmony	The PZD allows for an orderly and creative provision of housing in a walkable format with densities appropriate to supporting infrastructure in the neighborhood.
Variety	The proposed neighborhood provides a variety of unit types, uses, and price points for residents not typically found in an exclusionary single family neighborhood. The denser multifamily cluster in the SE corner along Mt Comfort accompanies townhouses, cottages, and larger typical lots along the single-family residential neighborhoods to the north. The inclusion of multi-family housing by right in this PZD is purely a result of desiring to provide more traditional runs of townhouses of 5-6 contiguous buildings.
No Negative Impacts	The development provides no negative effect upon the future development of the area, providing a complete, compact, and connected street network and a flexible, traditional block structure that allows future flexibility and redevelopment within the neighborhood.
Coordination	The land surrounding the property is largely already developed, but connection and rational edge to the development have been provided to the undeveloped parcel to the east to allow the future urbanization of that parcel to occur in a coordinated and coherent manner.
Open Space	One of the primary benefits of the PZD approach for the development of this site is allowing the provision of more usable and suitably located open space for recreation than would otherwise be possible under typical zoning regulations.
Natural Features	The property's long term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.

Future Land Use Plan	The PZD's innovative use definitions to respect mass of the buildings and impact of use, rather than household structure and number of kitchens in a building allows for a comprehensive plan and design for a mixed use yet harmonious development consistent with the guiding policies of the Future Land Use map.
Special Features	The site's geometry is challenging, with a diagonal eastern edge remaining from a historic train line easement. The geometry and dimensions of the site makes efficient, rear loaded units a challenge. The PZD's innovative approach to frontages allows for a reasonable density and unit mix that would be challenging under typical zoning regulations.
Recognized Zoning Consideration	The proposed zoning approach is novel and allows a degree of flexibility use designed to reduce car trips and increase the walkability and resilience of the neighborhood. It does allow several things not currently typical to the city's zoning regulations, as is appropriate and intentional to the concept of PZD's within the city.



TRACT SPLIT / PROPERTY LINE ADJUSTMENT (PAGE 1 OF 2)



APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATION
By: [Signature] Date: 4/19/21

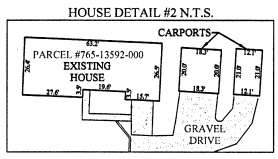
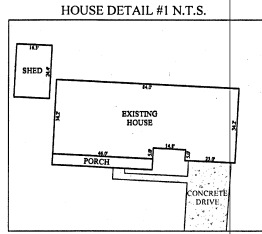
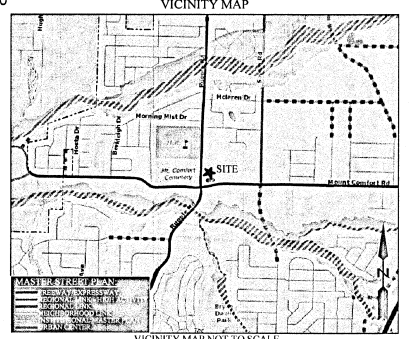


STATE RECORDING NUMBER:
300-17N-30W-0-32-330-72-1642
STATE RECORDING NUMBER:
300-17N-30W-0-31-220-72-1642
STATE RECORDING NUMBER:
300-16N-30W-0-06-304-72-1642

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 4TH DAY OF MAY, 2020.



IF THE SIGNATURE ON THIS SEAL IS NOT AN
ORIGINAL AND NOT BLUE IN COLOR
THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY
HAVE BEEN ALTERED. THE ABOVE CERTIFICATION
SHALL NOT APPLY TO ANY COPY THAT DOES NOT
BEAR AN ORIGINAL SEAL AND SIGNATURE.



FOR USE AND BENEFIT OF:
TONY & SHARLO HARDIN
LANDMARC CUSTOM HOMES

ADDRESS: 8070 WEST MT. COMFORT ROAD
FAYETTEVILLE, ARKANSAS

DATE: 05/23/21 SCALE: 1"=100'
SECTION: 06 TOWNSHIP 16 NORTH
RANGE: 30 WEST
SEC. 31-T17N-R30W
SEC. 32-T17N-R30W

SURVEYED: [Signature]
REVIEWED: DT
COA #1335

Bates & Associates, Inc.
Engineers - Surveyors - Landscape Architects

7230 S. Pleasant Ridge Dr., Fayetteville, Arkansas 72704-4794
479.442.9350 Fax 479.521.9350

BATES & ASSOCIATES, INC. Copyright 2021
This plat was prepared for the purpose of recording a plat and is not to be used for any other purpose. No warranty is made by Bates & Associates, Inc. for the accuracy of the information provided on this plat. The user of this plat assumes all liability for the correctness of the information provided on this plat. Bates & Associates, Inc. is not responsible for the correctness of the information provided on this plat. Bates & Associates, Inc. is not responsible for the correctness of the information provided on this plat.

Location Map:
T17N
T16N
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T11N
T10N
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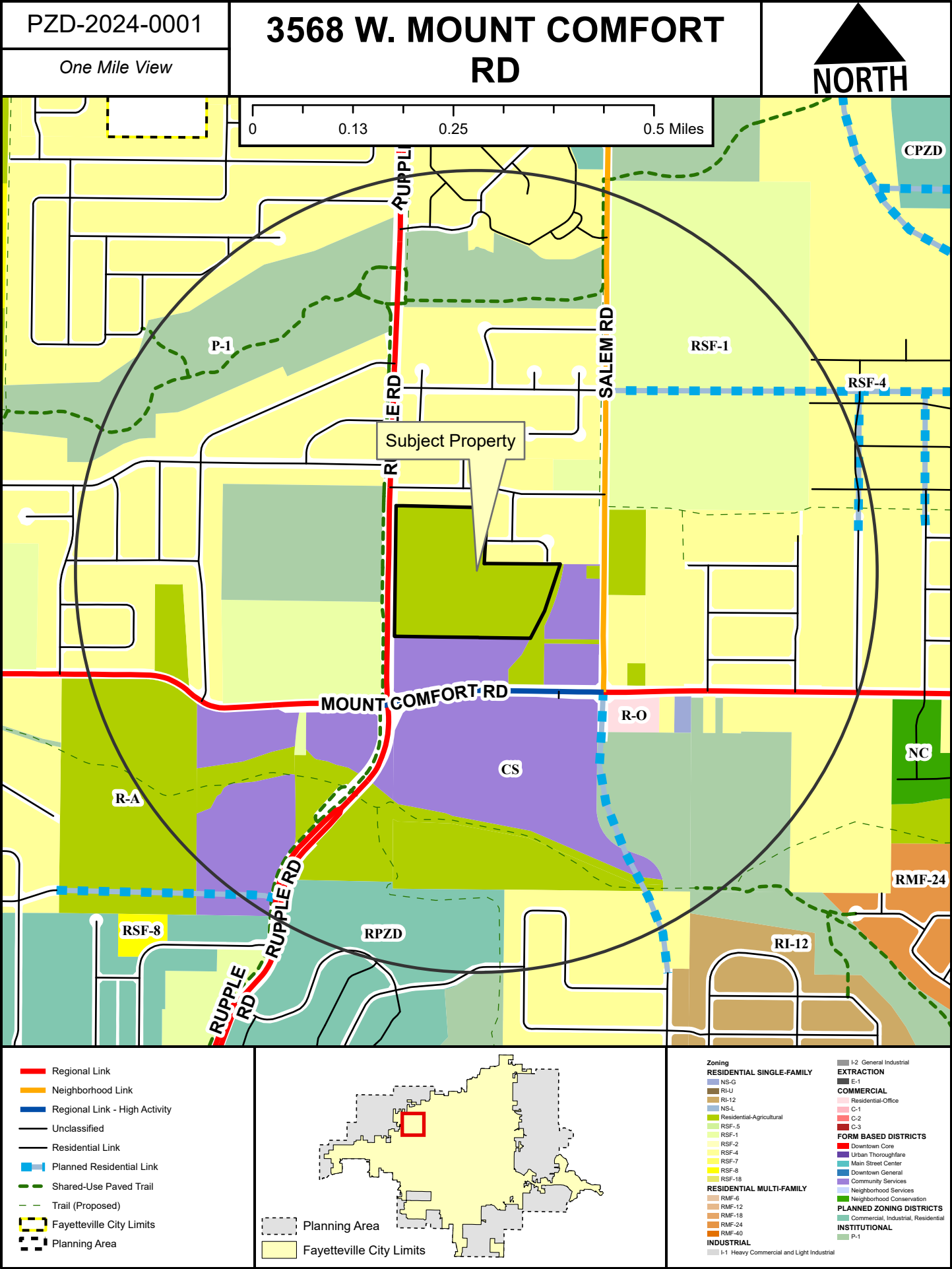
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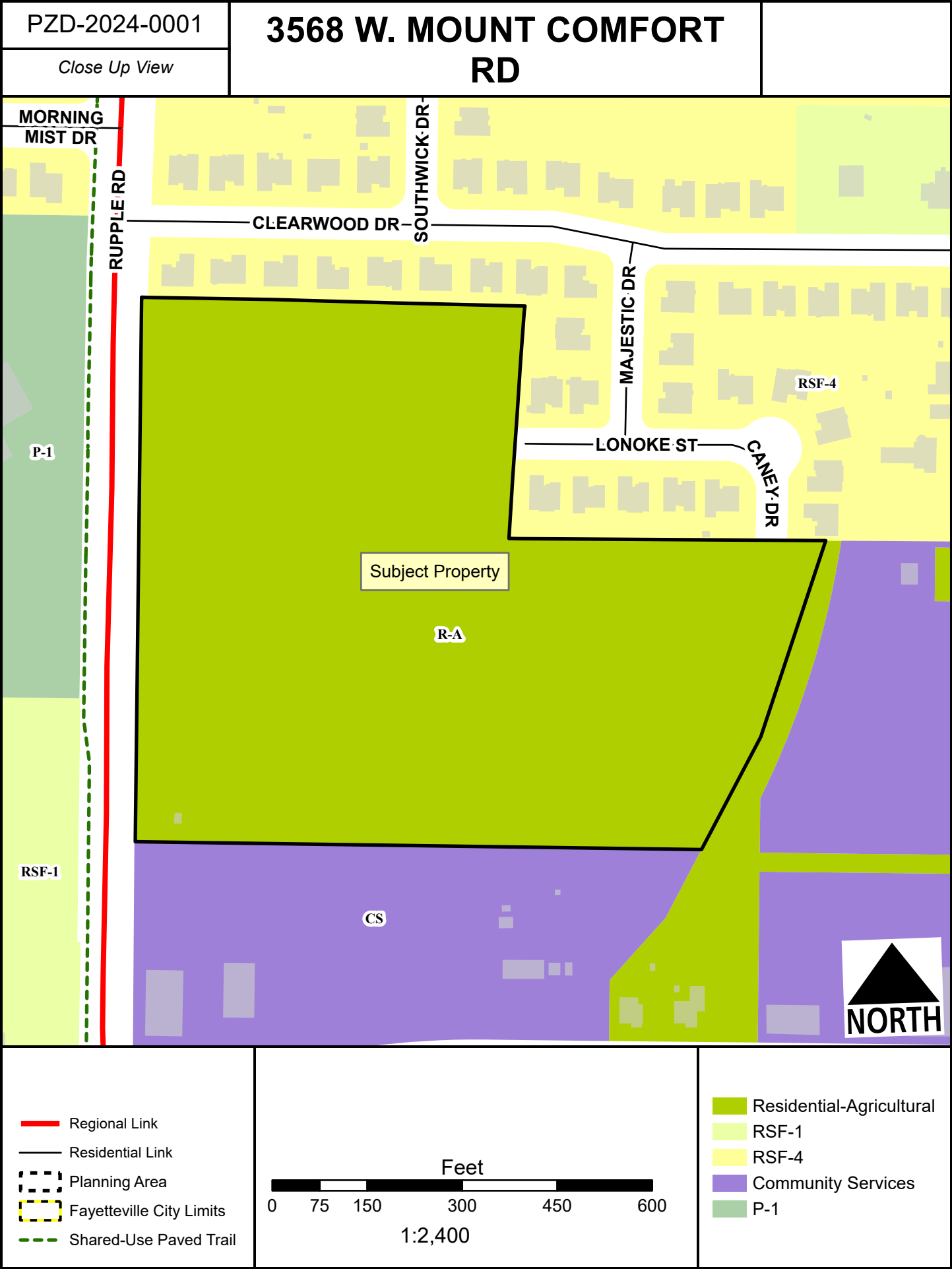
- 1 TELEPHONE PEDESTAL
- 2 ELECTRICAL METER
- 3 POWER POLE
- 4 WATER METER
- 5 FIRE HYDRANT
- 6 GAS METER
- 7 VALVE
- 8 FORMER SEWER MH
- 9 STOP LIGHT
- 10 ELECTRICAL PEDESTAL
- 11 SANITARY SEWER MH
- 12 MANHOLE
- 13 FOUND 12" REBAR
- 14 FOUND 8" REBAR
- 15 FOUND 4" REBAR
- 16 FOUND ALUM. MONUMENT
- 17 FOUND STONE
- 18 FOUND PL. NAIL
- 19 SET 8" REBAR/CAP
- 20 COMPUTED POINT
- 21 FOUND FENCE CORNER POST
- 22 FOUND NAIL
- 23 FOUND PIPE
- 24 BOUNDARY LINE (MEASURED)
- 25 PARCEL LINE
- 26 FORTY LINE THE LINE
- 27 CENTERLINE OF ROAD
- 28 RIGHT-OF-WAY
- 29 WATER LINE
- 30 OVERHEAD POWER LINE
- 31 SEWER LINE
- 32 FENCE
- 33 BUILDING SETBACK
- 34 UTILITY EASEMENT

RECORDING NUMBER/DATE

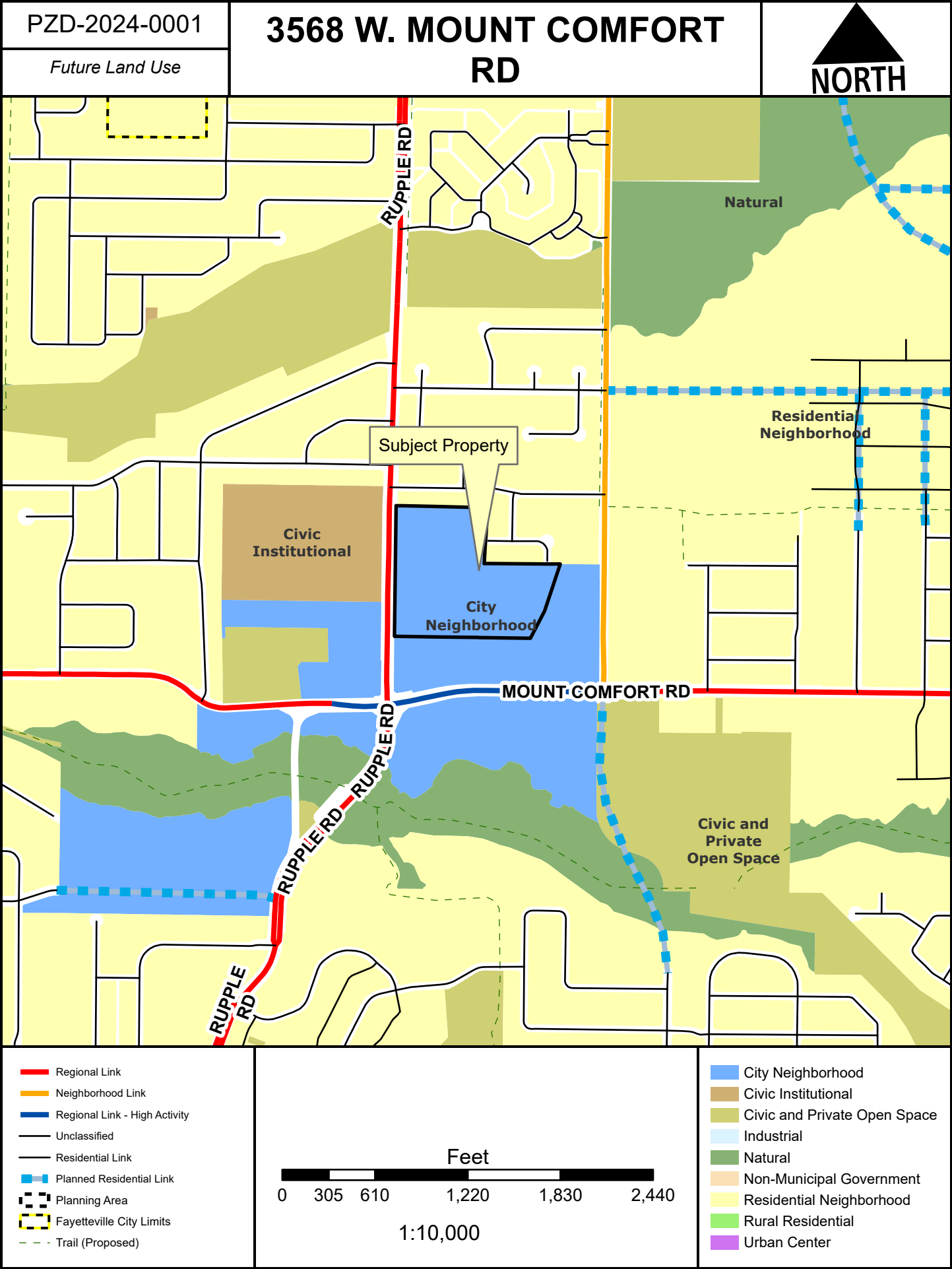
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Kind: SURVEY
Recorded: 04/19/2021 at 03:36:30 PM
Fee Amt: \$20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File# 2021-00014557

Planning Commission
March 25, 2024
0001 (HOLT VILLAGE)
Page 42 of 46











MEETING OF APRIL 16, 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: RZN-2024-0002: Rezone (740 W. STONE ST./APEX PROPERTY VENTURES, LLC, 522): Submitted by SASI SUNDARAM for property located at 740 W. STONE ST. in WARD 2. The property is zoned RI-U, RESIDENTIAL INTERMEDIATE-URBAN and contains approximately 0.24 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend denial of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property, which contains parcels 765-09786-000 and 765-09786-002, is located near downtown, just northeast of Fayetteville High School, between Hill and Duncan Avenues on the north side of Stone Street. The property contains approximately 0.24 acres and is currently undeveloped. The property was rezoned from RMF-40, Residential Multi-Family, 40 Units per Acre to RI-U, Residential Intermediate - Urban in September 2021 (RZN-2021-000059).

Request: The request is to rezone the property from RI-U, Residential Intermediate – Urban to DG, Downtown General. The applicant has included a Bill of Assurance to limit development to strictly residential uses allowed in the DG zoning district (1, 8, 9, 10, 26, 41, 44, and 46) and to limit the overall building heights to three stories, as opposed to five.

Public Comment: Staff have received inquires as well as one comment in opposition to the request. Comment in opposition cited a concern that while there were no issues with the density limitations proposed in DG along with concerns about increasing building heights and allowable uses. The member of the public also had concerns about limited parking in the neighborhood, and ongoing enforcement issues with the nearby high school.

Land Use Compatibility: The property in question is fully surrounded by RMF-40 zoning. While staff supported a request to rezone the property to RI-U, the request to DG is a request for more uses, building height, and buildable area than would be permitted with either the RI-U zoning district, or the previous RMF-40 zoning district, allowing for non-residential uses, and up to 5 stories in building height. The applicant's provision of a Bill of Assurance limits the uses strictly to residential, and limits the building height to a maximum of three stories. Staff finds that a more appropriate route than providing a Bill of Assurance (which runs with the land, but can be difficult to enforce) would be to work within the existing zoning district regulations, which allows a

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

conditional use permit for a 5-unit townhome structure. Staff recognizes that RMF-40 allows for larger scale apartment buildings by-right, but there are setbacks (20-foot rear rather than 5-foot) and building height limitations that keep those structures from being too overwhelming to the surrounding structures. Staff also recognizes that a mixture of uses within a neighborhood is typically a good thing to increase walkability and create complete neighborhoods, and limiting DG zoning district to solely residential uses may not promote the desired outcome of that district. That said, the uses typically allowed in Downtown General may be more in line with a request along a prominent corner, rather than directly within a residential block, and with or without a Bill of Assurance, may not be completely in line with the current land use surroundings.

Land Use Plan Analysis: Staff finds that the request is inconsistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property has a weighted infill score of 13.5, so rezoning to a high-density zoning district is appropriate in this location, and it was previously zoned in the highest density residential zoning district the City currently has: RMF-40. A high infill score indicates that the area can likely support additional density if it is feasible under the proposed zoning entitlements. In this regard, the request meets Goals 1 and 6 of City Plan 2040, by potentially providing infill development and the possibility for a variety of housing types, which could help fulfill a goal towards the provision of more attainable housing. The request also aligns with Goal 3, since the mixed-use potential in the DG zoning district and its adjacency to residential uses allows for the development of a complete neighborhood that is connected and compact.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 10 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center Street)
- Near Sewer Main (6", located in W. Stone Street)
- Near Water Main (6", located in W. Stone Street)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Main Campus
- Near Paved Trail (Frisco Trail, Razorback Greenway)
- Near ORT Bus Stop (Hill & Stone, Route 20)
- Near Razorback Bus Stop (Hill & Stone, Route 13/44/48)
- Appropriate Future Land Use (City Neighborhood Area)

DISCUSSION:

At the March 11, 2024 Planning Commission meeting, a motion to forward with a recommendation of approval failed with a vote of 3-6-0, with Commissioners Sparkman, Garlock, Madden, Gulley, Winston, and McGetrick opposed. Commissioners were primarily concerned by the Bill of Assurance offered and remarked that it signaled a lack of compatibility. They felt that the existing zoning gave the applicant the ability to build many units by-right and found that rezoning was not the correct or applicable tool to redevelop the site. Given RI-U's lack of a density maximum and the ability to request a conditional use permit for multi-family under that district, the Commission found that would have been more appropriate, and would not have required any further City Council action. Commissioners in favor noted that while DG is an intense zoning district, they found that limiting the story height and the uses made the request compatible. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Appeal Request Letter (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Report (#6), Revised Bill of Assurance Submittal 04-09-2024 (#7), Revised Bill of Assurance Submittal 04-12-2024 (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1880

APPEAL: RZN-2024-0002: Rezone (740 W. STONE ST./APEX PROPERTY VENTURES, LLC, 522): Submitted by SASI SUNDARAM for property located at 740 W. STONE ST. in WARD 2. The property is zoned RI-U, RESIDENTIAL INTERMEDIATE-URBAN and contains approximately 0.24 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN-2024-0002 FOR APPROXIMATELY 0.24 ACRES LOCATED AT 740 WEST STONE STREET IN WARD 2 FROM RI-U, RESIDENTIAL INTERMEDIATE-URBAN TO DG, DOWNTOWN GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the 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 RI-U, Residential Intermediate-Urban to DG, Downton General.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

March 25, 2024

Via Email: kpaxton@fayetteville-ar.gov

Ms. Kara Paxton
City Clerk - City of Fayetteville
113 West Mountain Street, Room 308
Fayetteville, Arkansas 72701

RE: Appeal of March 11th, 2024 Planning Commission action to deny RZN 2024 0002

Ms. Paxton,

As a representative of the property owner at 740 Stone Street, I am appealing to City Council the determination of the March 11th, 2024 Planning Commission to deny RZN 2024 0002, a 6-3 vote. The request is to rezone the property from its existing zoning designation of Residential Intermediate Urban (RIU) to Downtown General (DG). A Bill of Assurance (BOA) is attached to the request which would limit building height on the property to a 3 story maximum and also would limit use on the property to residential use only, excluding non-residential use. The BOA is provided to address height concerns from a neighbor and address the non-residential use concern from the planning department. In general, BOAs were cast in an unfavorable light by some planning commissioners as grounds for denying the request.

The undeveloped property containing 0.20 acres, which is completely surrounded by large areas of Residential Multi-Family 40 Units Per Acre (RMF40) zoning, was rezoned from RMF40 to RIU in 2022 in order to reduce the rear setback from 20' to 5'. The property is only 92' deep. RMF40 to RIU would be considered a down zone to some since the height limit in RMF40 is 5 stories, while with RIU the height limit is 2-3 stories. Multi-family use, or buildings containing 5 or more dwelling units, is by right in RMF40 while it is a conditional use with RIU.

As building plans for the property further developed after the rezone to RIU, it became clear that there are issues with the 2-3 story height limit of RIU and that a conditional use permit would be required for multi-family use. Therefore the proposal to rezone to DG was brought forward along with the BOA limitations.

Because the property and neighborhood is surrounded by large areas of RMF40 zoning with significant portions being zoned DG, the proposal is very compatible with adjacent zoning. If approved, rezoning to DG would save significant time for the planning commissioners, City staff, and the development team since conditional use permits and variances would not be required. Proposed buildings under DG zoning would be subject to the same Urban Residential Standards as would proposed buildings being processed under RIU zoning.

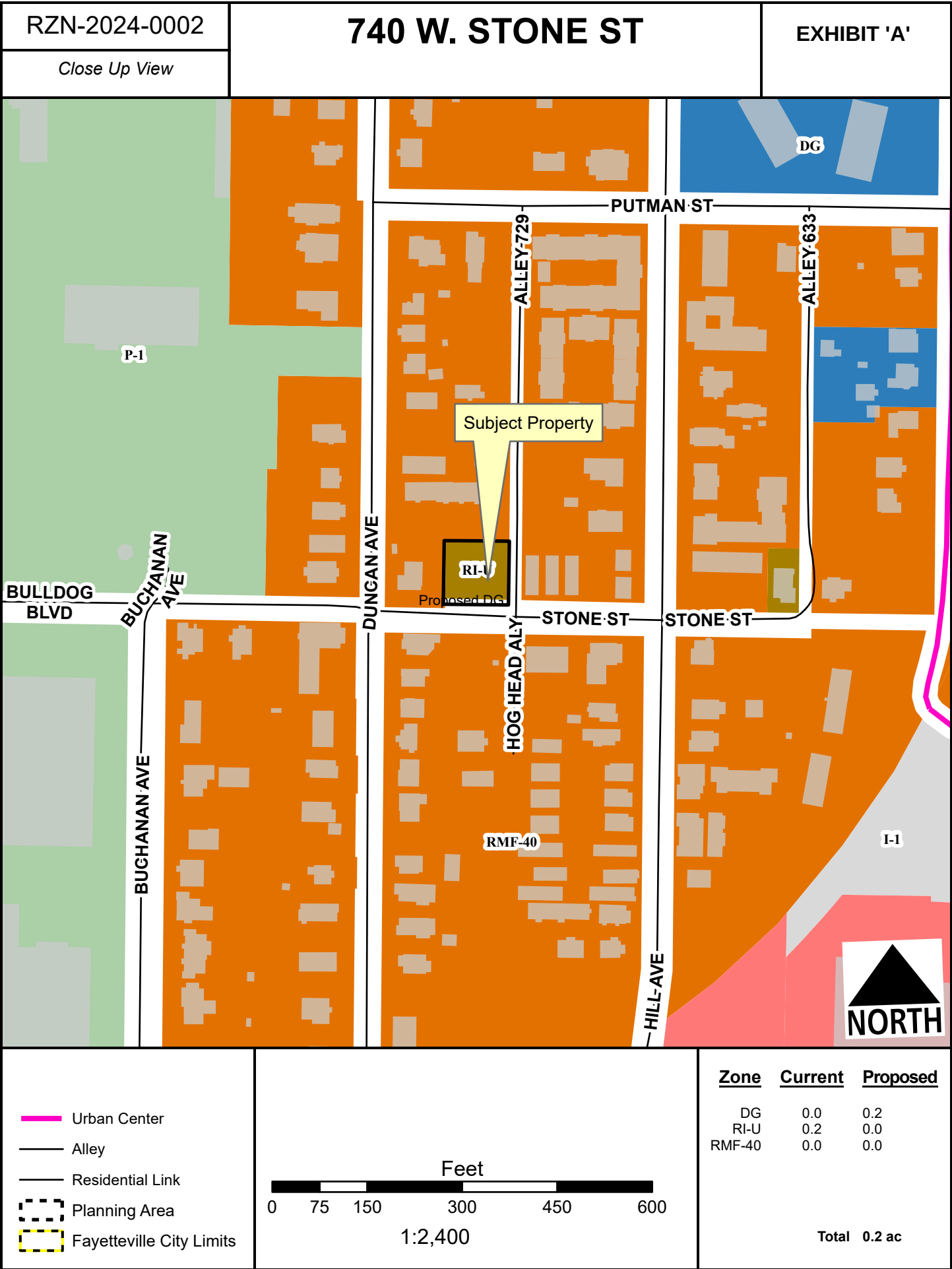
There are no negative consequences foreseen if the property were to be rezoned to DG with the BOA limitations. It would save significant development processing time of staff and commissioners, and any proposed development would still be subject to the same development regulations, therefore we respectfully ask for the City Council to approve this request.

Sincerely,



Brian Teague
Community By Design

100 West Center Street Suite 300
Fayetteville, AR 72701
479.790.6775



Legal description

GIS Approved

01/22/2024 1:36:45 PM

Parcel 765-09786-000

A part of Lots 11 and 12, Block 3, Putmans Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is N87°31'53" W 48.95 from an existing rebar marking the Northeast corner of said Lot 11 and running thence S02°53'42"W 100.50 feet; thence N87°20'29"W 54.00 feet; thence N02°53'42"E 100.33 feet; thence S87°31'53"E 54.00 feet to the Point of Beginning, containing 0.12 acres, more or less. Subject to that portion in West Stone Street Master Street Plan Right-of-Way on the South side of herein described tract and subject to all other easements and rights-of-way of record, ALSO known as New Lot 1 on Lot Split Survey filed in/as Land Document No. 2019-589, among the land records of Washington County, Arkansas.

And,

Parcel 765-09786-002

A part of Lots 11 and 12, Block 3, Putmans Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing rebar marking the Northeast corner of said Lot 11 and running thence S02°53'38"W 100.67 feet to an existing pipe; thence N87°20'29"W 48.95 feet; thence N02°53'42"E 100.50 feet; thence S87°31'53"E 48.95 feet to the Point of Beginning, containing 0.11 acres, more or less. Subject to that portion in West Stone Street Master Street Plan Right-of-Way on the South side of herein described tract and subject to all other easements and rights-of-way of record, ALSO known as New Lot 2 on Lot Split Survey filed in/as Land Document No. 2019-589, among the land records of Washington County, Arkansas.

Total of approx 0.24 acres



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: March 11, 2024 **Updated with results from 3/11/2024 PC Meeting**

SUBJECT: **RZN-2024-0002: Rezone (740 W. STONE ST./APEX PROPERTY VENTURES, LLC, 522):** Submitted by SASI SUNDARAM for property located at 740 W. STONE ST. The property is zoned RI-U, RESIDENTIAL INTERMEDIATE-URBAN and contains approximately 0.24 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

RECOMMENDATION:
Staff recommend denial of **RZN-2024-0002**.

RECOMMENDED MOTION:
*"I move to deny **RZN-2024-0002**."*

BACKGROUND:

The subject property, which contains parcels 765-09786-000 and 765-09786-002, is located near downtown, just east of Fayetteville High School at the intersection of W. Stone Street and S. Duncan Avenue. The property contains approximately 0.24 acres and is currently undeveloped. The property was rezoned from RMF-40, Residential Multi-Family, 40 Units per Acre to RI-U, Residential Intermediate - Urban in September 2021 (RZN-2021-000059). Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Multi-Family Residential	RMF-40, Residential Multi-Family - 40 Units per Acre
South	Single-Family Residential	RMF-40, Residential Multi-Family - 40 Units per Acre
East	Single-Family Residential	RMF-40, Residential Multi-Family - 40 Units per Acre
West	Single-Family Residential	RMF-40, Residential Multi-Family - 40 Units per Acre

Request: The request is to rezone the property from RI-U, Residential Intermediate – Urban to DG, Downtown General. The applicant has included a Bill of Assurance to limit the uses to strictly those residential uses allowed in the DG zoning district (1, 8, 9, 10, 26, 41, 44, and 46) and to limit the overall building heights to 3 stories, as opposed to 5.

Public Comment: Staff have received inquires about the request, as well as one comment in opposition to the request, citing a concern that while there were no issues with the density limitations proposed in DG, there were concerns about increasing building heights and allowable uses in the residential zoning district. The member of the public also had concerns about limited parking in the neighborhood, and ongoing enforcement issues with the nearby high school.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along W. Stone Street, which is a partially improved Residential Link street with asphalt paving, curb, and gutter. Any street improvements required in this area would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at the time of development.

Water: Public water is available to the subject area. An existing 6-inch water main is present in the center of W. Stone Street.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sanitary sewer main is present on the south side of W. Stone Street.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.7 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: Any additional improvements or requirements for drainage will be determined at the time of development. There are no hydric soils present in the subject area, and no portion of the property is within the Hillside-Hilltop Overlay District, a FEMA Floodplain, or a Streamside Protection Zone.

Tree Preservation:

The proposed zoning district of DG, Downtown General requires **10% minimum canopy preservation**. The current zoning district of RI-U, Residential Intermediate - Urban requires **15% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood Area**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **10** for this site, with a weighted score of **13.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center Street)
- Near Sewer Main (6", located in W. Stone Street)
- Near Water Main (6", located in W. Stone Street)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Main Campus
- Near Paved Trail (Frisco Trail, Razorback Greenway)
- Near ORT Bus Stop (Hill & Stone, Route 20)
- Near Razorback Bus Stop (Hill & Stone, Route 13/44/48)
- Appropriate Future Land Use (City Neighborhood Area)

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 property in question is fully surrounded by RMF-40 zoning. While staff supported a request to rezone the property to RI-U, the request to DG is a request for more uses, building height, and buildable area than would be permitted with either the RI-U zoning district, or the previous RMF-40 zoning district, allowing for non-residential uses, and up to 5 stories in building height. The applicant's provision of a Bill of Assurance limits the uses strictly to residential, and limits the building height to a maximum of three stories. Staff finds that a more appropriate route than providing a Bill of Assurance (which runs with the land, but can be difficult to enforce) would be to work within the existing zoning district regulations, which allows a conditional use permit for a 5-unit townhome structure. Staff recognizes that RMF-40 allows for larger scale apartment buildings by-right, but there are setbacks (20-foot rear rather than 5-foot) and building height limitations that keep those structures from being too overwhelming to the surrounding structures. Staff also recognizes that a mixture of uses within a neighborhood is typically a good thing to increase walkability and create complete neighborhoods, and limiting DG zoning district to solely residential uses may not promote the desired outcome of that district. That said, the uses typically allowed in Downtown General may be more in line with a request along a prominent corner, rather than directly within a residential block, and with or without a Bill of Assurance, may not be completely in line with the current land use surroundings.

Land Use Plan Analysis: Staff finds that the request is inconsistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property has a weighted infill score of 13.5, so rezoning to a high-density zoning district makes sense in this location, and it was previously zoned in the highest density residential zoning district the City currently has. A high infill score indicates that the area can likely support additional density if it is feasible under the proposed zoning entitlements. The request meets Goals 1 and 6 of City Plan 2040, by potentially providing infill development and the possibility for a variety of housing types, which could help fulfill a goal towards the provision of more attainable housing. The request also aligns with Goal 3, since the mixed-use

potential in the DG zoning district and its adjacency to residential uses allows for the development of a complete neighborhood that is connected and compact.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that rezoning to DG, Downtown General is not justified. Staff finds that a more appropriate route than providing a Bill of Assurance (which runs with the land) would be to work within a formalized mechanism within an existing zoning district, and either request a conditional use permit for a 5-unit townhome structure under the currently zoning designation.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning to DG has an associated potential to increase traffic at this location. While RI-U currently does not have a stated density maximum, neither does DG. However, the uses that are permitted in DG include multi-family apartment buildings that are 5 units or more, so a larger multi-family structure could be constructed by-right under DG. Further, typically commercial or non-residential uses are permitted in DG as well, with little limitation as far as scale or scope. Both of these elements could increase traffic to the site. The applicant has submitted a Bill of Assurance, which somewhat alleviates this concern.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from RI-U to DG could increase population density and therefore the load on public services; however, the impact is not expected to be detrimental. Adequate water and sewer connections are available to the site, suggesting the area can support the increase and avoid costly extensions to services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends denial of RZN-2024-0002. If Planning Commission choose to forward the item, staff recommends in favor of the inclusion of the applicant's offering of a Bill of Assurance.

PLANNING COMMISSION ACTION: Required YES

Date: March 11, 2024

☐ Tabled

☐ Forwarded

☒ Denied

Motion: Garlock

Motion to forward with a
recommendation of approval

Second: Sparkman

Vote: 3-6-0 (Commissioners Sparkman, Garlock, Madden, Gulley, Winston, McGettrick opposed)

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.12 District RI-U, Residential Intermediate - Urban
 - §161.28 Downtown General
- Applicant Request Letter
- Bill of Assurance
- Public Comment
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

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.

(Ord. No. 5945 , §5(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
---------------------------	---------

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories
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(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

a. Current ownership and pending property sales information - The subject property is owned by Apex property ventures llc .

b. Reason (need) for requesting the zoning change -

The DG zoning district offers more flexibility with its lot standards than the current zoning and it allows for multi-family dwellings by right. The DG zoning district encourages and enables the development of smaller scaled multi-family buildings that supports and compliments the growing housing need for U of A. This is in alignment with the six goals of City Plan 2040 which talks about by-right development in infill locations which can result in more efficient development and approval process. The proposed zoning is needed to allow for the permitting and approval of a new 5-unit multi-family building by-right.

c. Statement of how the proposed rezoning will relate to the surrounding properties in terms of land use, traffic appearance and signage - The proposed rezoning is consistent with the surrounding properties include a mix of larger apartment buildings, smaller scaled apartment buildings, townhomes, and single-family houses.. In general , the proposed zoning would allow for slightly higher-density by-right as encouraged by land use designation while at the same time encouraging smaller-scaled multi family buildings . In terms of traffic, the proposed rezoning from RI-U to DG would not change things. In terms of appearance and signage, the design standards of DG will ensure that any new development is contextually sensitive to the existing neighborhood character.

d. Availability of water and sewer (state size of lines) - Water and sewer is available. A 6" water main runs east to west at the street on W stone street . A 6" sewer main runs east to west across the street from the property on W stone street.

e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans - The proposed zoning is consistent with City Plan 2040 and In alignment with the existing zoning and surrounding land uses, DG allows for appropriate infill and advances Fayetteville's goal to provide easier access to amenities and walkability. This lot is in very close proximity to Tier 1 center on the Growth concept map of the city plan 2040.

f. Whether the proposed zoning is justified and/or needed at the time of request -

The proposed zoning is needed to allow for the permitting and approval of a new 5-unit multi-family building by-right.

G. whether the proposed zoning will create or appreciably increase traffic danger and congestion - the proposed rezoning will not change or increase traffic danger or congestion.

H. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water and sewer facilities - rezoning the property as requested will not change or increase the load to public services.

I. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification - The current zoning does not allow for the construction of a 5-unit multi-family building by-right.

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Sasi Sundaram / Apex property ventures llc , hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to the following residential uses as defined by the city of Fayetteville Unified development code: use units 1,8,9,10,26,41,44 and 46
2. Other restrictions including number and type of structures upon the property are limited to _____
_____.
3. Specific activities will not be allowed upon petitioner's property include _____
_____.
4. (Any other terms or conditions) the height of the building(s) shall not exceed 3 stories
5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution

of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, **Sasi Sundaram/ Apex property ventures llc**, as the owner, developer, buyer, (Petitioner) voluntarily offer all such assurances and sign my name below.

March 6, 2024

Date

Sasi Sundaram

Printed Name

Owner

**APEX PROPERTY
VENTURES LLC**

1543 Fianna place terrace

Fort Smith AR 72908

Address

Title (if on behalf of business entity)

S. Sundaram
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

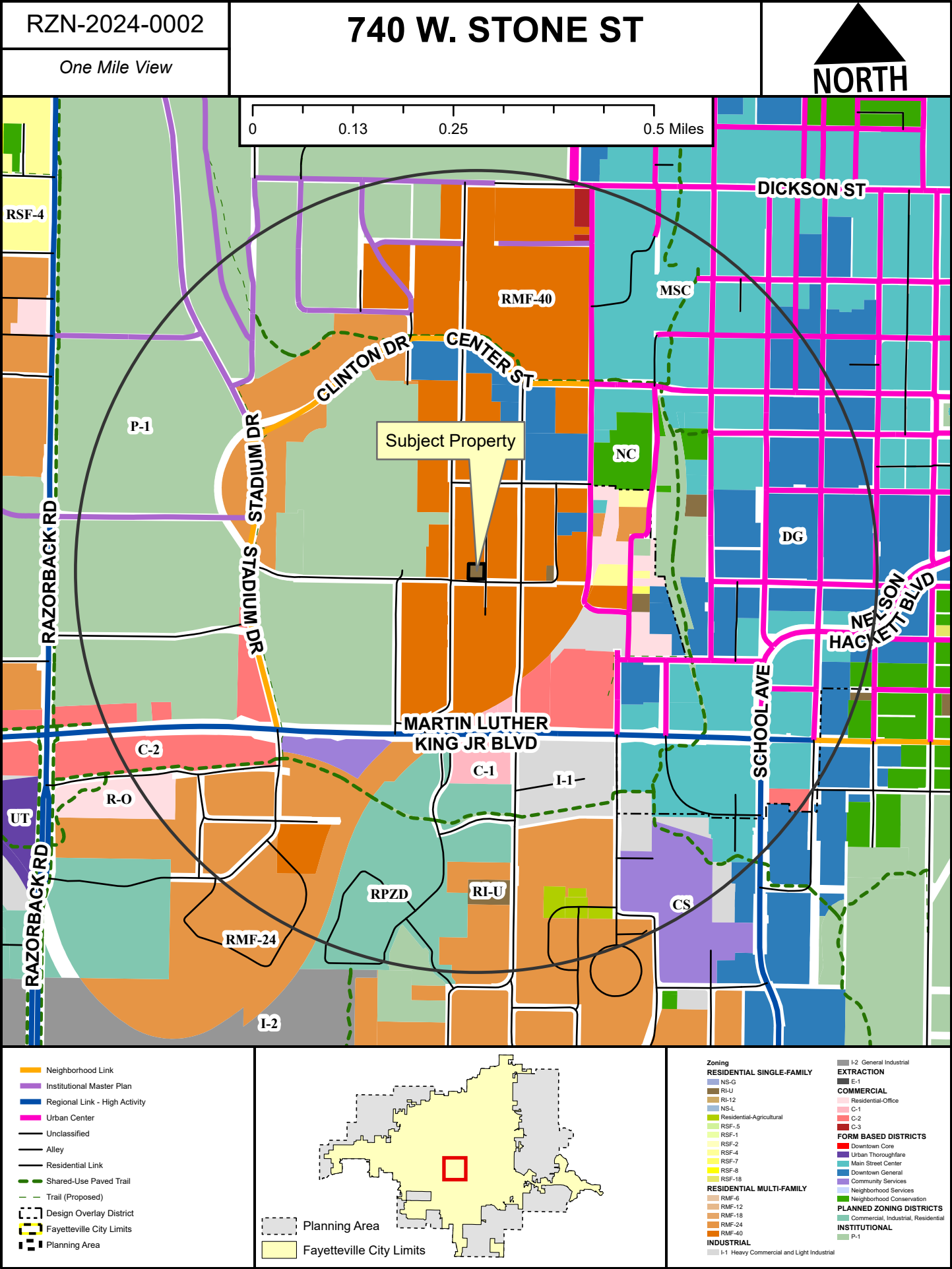
On this, the 6 day of March, 2024, before me, the undersigned notary, personally appeared Sasi Sundaram, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon his/her/their oath, swore or affirmed that he/she/they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the same for the purposes therein contained.

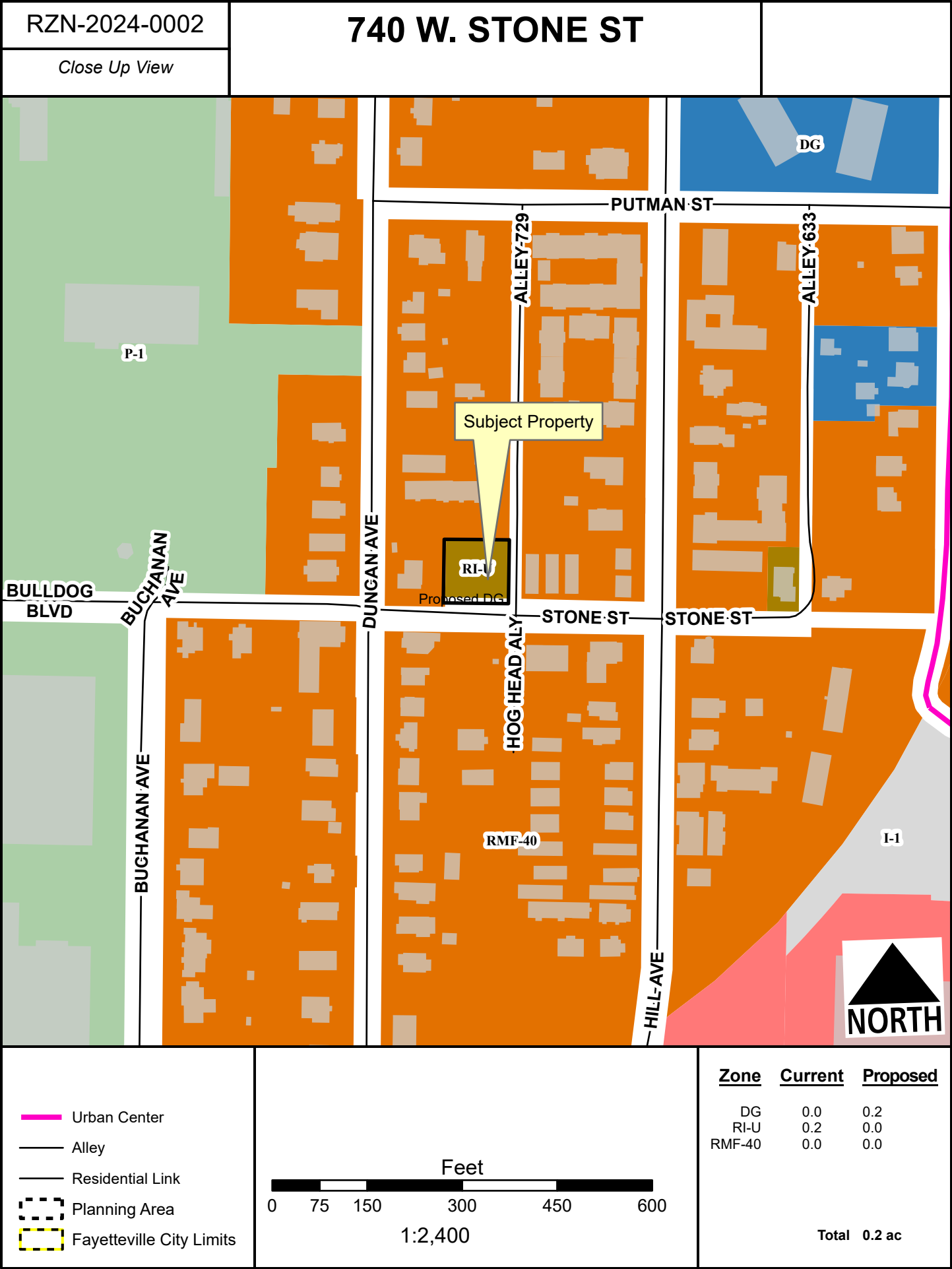
Jennifer Shockley
NOTARY PUBLIC

My Commission Expires:

02-10-2031



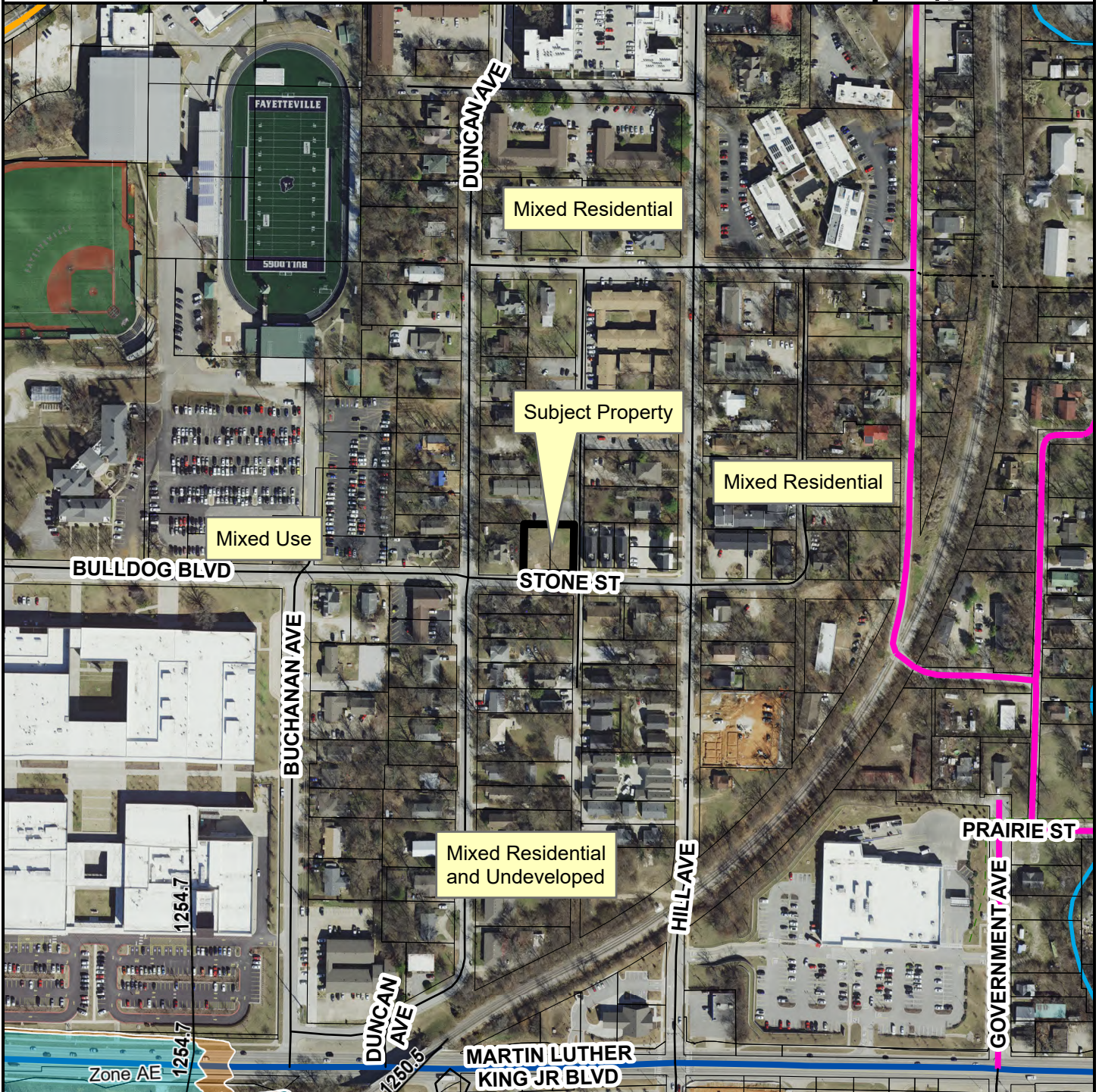




RZN-2024-0002

740 W. STONE ST

Current Land Use

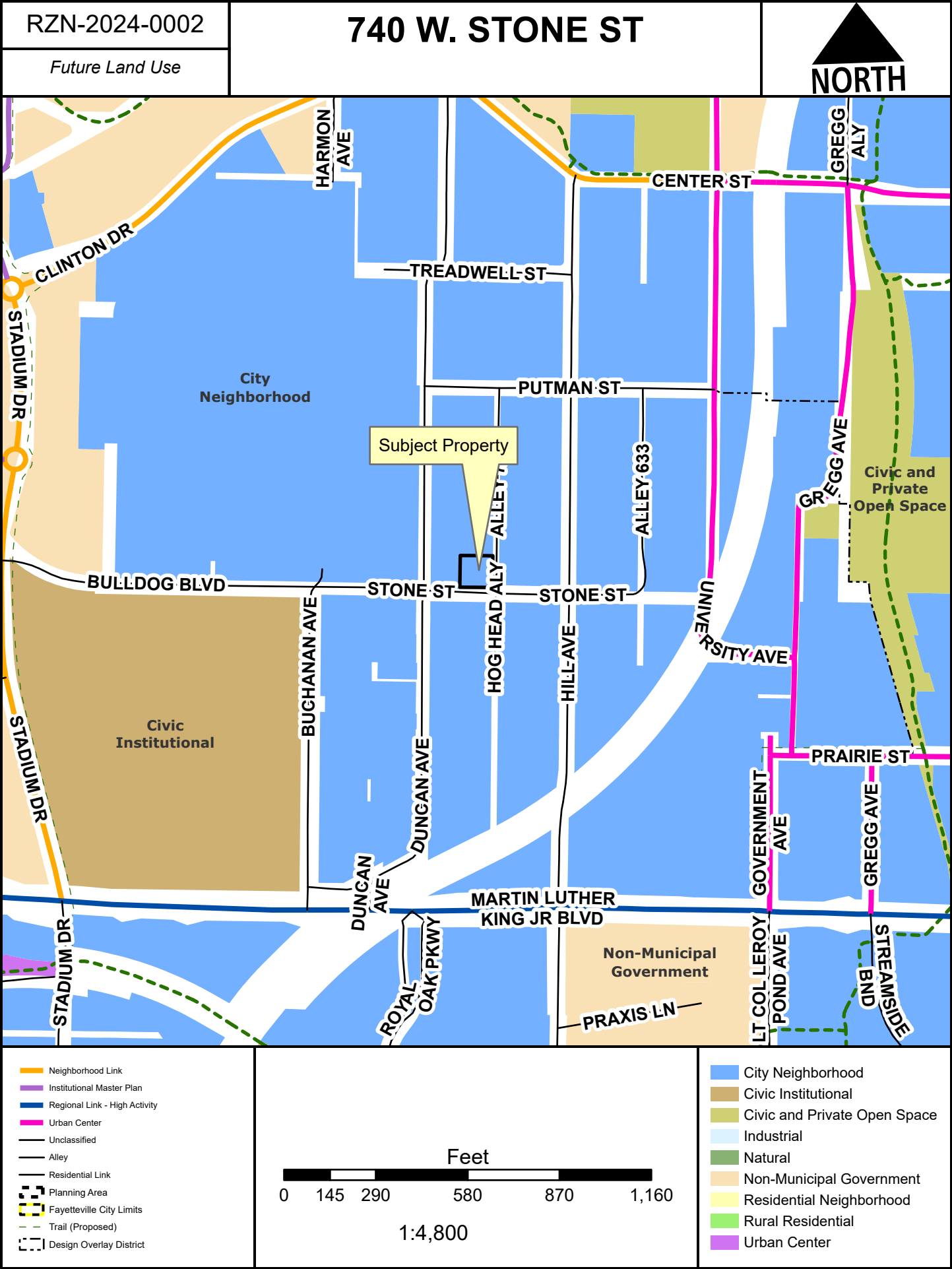


- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway





April 9, 2024

Via Email: cityclerk@fayetteville-ar.gov

Ms. Kara Paxton
City Clerk - City of Fayetteville
113 West Mountain Street, Room 308
Fayetteville, Arkansas 72701

RE: Appeal RZN 2024 0002 – Revised Bill of Assurance

Ms. Paxton,

Since filing the original appeal letter on March 25, the owner of the property has decided to revise the Bill of Assurance (BOA) document associated with this item. I am attaching the revised notarized BOA to this correspondence for review by appropriate City officials and for consideration by the City Council.

In addition to limiting the allowable building height on the property to 3-story and limiting development to residential use only, the revised BOA also limits development on the property to buildings containing 5 or less dwelling units per building. This is intended to limit the scale of any new buildings on the property to be similar to that of a single-family house.

Please let me know if you have questions or need additional information.

Sincerely,

Brian Teague
Community By Design

100 West Center Street Suite 300
Fayetteville, AR 72701
479.790.6775

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Sasi Sundaram / Apex property ventures llc , hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to the following residential uses as defined by the city of Fayetteville Unified development code: use units 1,8,9,10,26,41,44 and 46
2. Other restrictions including number and type of structures upon the property are limited to buildings that contain 5 or less dwelling units per building.
3. Specific activities will not be allowed upon petitioner's property include

4. (Any other terms or conditions) the height of the building(s) shall not exceed 3 stories
5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the

Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Sasi Sundaram/ Apex property ventures llc , as the owner, developer, buyer, (Petitioner) voluntarily offer all such assurances and sign my name below.

4/8/2024
Date

1543 Fianna place terrace
Fort Smith AR 72908
Address

Sasi Sundaram
Printed Name
Owner
SASI SUNDARAM

Title (if on behalf of business entity)
S. Sundaram
Signature

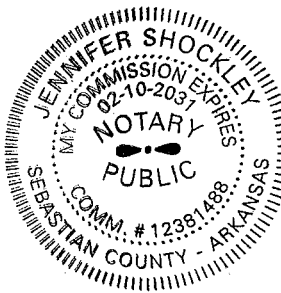
NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

On this, the 8 day of April, 2024, before me, the undersigned notary, personally appeared Sasi Sundaram, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon his/her/their oath, swore or affirmed that he/she/they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the same for the purposes therein contained.

Jennifer Shockley
NOTARY PUBLIC

My Commission Expires:
02-10-2031



RECEIVED

APR 12 2024

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Sasi Sundaram / Apex property ventures llc, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

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Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, **Sasi Sundaram/ Apex property ventures llc** , as the owner, developer, buyer, (Petitioner) **voluntarily offer** all such assurances and sign my name below.

4/12/24

Date

Sasi Sundaram

Printed Name

Owner

Sasi Sundaram

1543 Fianna place terrace
Fort Smith AR 72908
Address

Title (if on behalf of business entity)

S. Sundaram

Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

On this, the 12th day of April, 2024, before me, the undersigned notary, personally appeared Sasi Sundaram, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon his/her/their oath, swore or affirmed that he/she/they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the same for the purposes therein contained.

Brooklyn Cantrell
NOTARY PUBLIC

My Commission Expires:

07/08/2031





MEETING OF APRIL 16, 2024

TO: Mayor Jordan and City Council
THRU: Kit Williams, City Attorney
FROM: Sarah Moore, City Council Member - Ward 1 Position 2
SUBJECT: **Sarah Moore recommends establishing a Housing Coordinator position.**

RECOMMENDATION:

Council Member Moore recommends a resolution establishing the position of Housing Coordinator.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

Any unspent, available ARPA revenue to fund budget adjustment for the first year's annual cost of the Housing Coordinator's position.

ATTACHMENTS: BA (#3), Agenda Request - Moore (#4), Sarah Moore Email Approval (#5), Job Description Housing Coordinator (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-18

Sarah Moore recommends establishing a Housing Coordinator position.

A RESOLUTION TO ESTABLISH A NEW FTE FOR A HOUSING COORDINATOR TO FOCUS EFFORTS TOWARDS THE HOUSING CRISIS DECLARATION OF APRIL 2, 2024

WHEREAS, the City of Fayetteville Arkansas recognizes the critical importance of addressing housing challenges faced by its residents with recognition of the housing crisis faced by residents on April 2, 2024 with the establishment of a housing task force; and

WHEREAS there is a pressing need for a dedicated city staff to coordinate efforts and initiatives across city departments embedded within long range planning for the purposes of convening and supporting the needs of the housing task force, being a continuity point across departments, seeking out other funding opportunities, and assisting with the metrics for monitoring policy impacts to the existing housing gaps in the City of Fayetteville; and

WHEREAS, the establishment of a Housing Coordinator position will enhance the city's ability to develop and implement comprehensive strategies from the 2040 City plan and the Housing Task Force solutions; and

WHEREAS, the Housing Coordinator will serve as a central point of contact for stakeholders, residents, and governmental agencies involved in housing-related matters, facilitating collaboration and communication among various entities, and

WHEREAS, the City Council has conducted a thorough review of the potential benefits and costs associated with creating the Housing Coordinator position and recognizes that American Rescue Plan Act (ARPA) monies were designated to respond to the needs that were greatly increased during the COVID-19 pandemic; and

WHEREAS, that the City of Fayetteville received ARPA monies intended for the relief of community needs related to the COVID-19 pandemic and that adequate monies remain available to address Public Health & Negative Economic Impact for households that experienced increased housing insecurity and those that are low or moderate income experienced a negative economic impact from the pandemic.

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 establishes the position of Housing Coordinator to oversee and coordinate housing-related initiatives and activities and requests

assistance from Human Resources to craft a formal job description which should include convening the housing task force, assisting and supporting efforts needed as identified by the task force, developing and implementing strategies to address housing challenges, serving as a liaison to community organizations and residents on housing matters, facilitating community and stake owners engagement and outreach on issues impacting housing quality and stock, monitoring and evaluating the effectiveness of available housing programs and policies, and coordinating with relevant City department to streamline housing-related processes and programs.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment of \$90,000.00 from any unspent, available ARPA revenue to fund this budget adjustment and the first year's annual cost of the Housing Coordinator's position (including salary, equipment and training) for the City.

A resolution to establish a new FTE for a Housing Coordinator to focus efforts towards the housing crisis declaration of April 2, 2024, and to approve a budget adjustment in the amount of \$90,000.00 recognizing and allocating interest in the ARPA fund.

RESOLUTION/ORDINANCEv.2024322

AGENDA REQUEST FORM

FOR: Council Meeting of April 16, 2024

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO ESTABLISH A NEW FTE FOR A HOUSING COORDINATOR TO
FOCUS EFFORTS TOWARDS THE HOUSING CRISIS DECLARATION OF APRIL 2,
2024

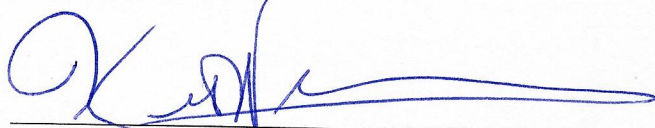
APPROVED FOR AGENDA:

Approved by email

City Council Member
Sarah Moore

4-5-24

Date



Kit Williams
Fayetteville City Attorney
Approved as to form

4-5-24

Date

Williams, Kit

From: Moore, Sarah
Sent: Thursday, April 4, 2024 11:15 AM
To: Williams, Kit
Cc: Pennington, Blake
Subject: Re: Resolution for housing coordinator

This looks good Kit and ready to go . Please use this email as approval to place on the agenda.

Appreciate it.

--

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



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: Williams, Kit <kwilliams@fayetteville-ar.gov>
Date: Thursday, April 4, 2024 at 11:02 AM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Resolution for housing coordinator

Sarah,

Attached is a draft of your proposed Resolution as well as an Agenda request form.
Kit

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Thursday, April 4, 2024 7:39 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Re: Resolution for housing coordinator

Kit

Slight change on this to include ARPA use and eligibility (Steven asked for), to modify the job duties into a separate document as a job description (to be sent shortly).

City of Fayetteville, Arkansas
DRAFT - Housing Coordinator Draft Job Description- DRAFT

Summary:

The City of Fayetteville is seeking a highly motivated and compassionate individual to fill the role of Housing Coordinator. This position is responsible for developing and implementing strategies to address housing issues within the community. The successful candidate will work collaboratively with various stakeholders, including government agencies, non-profit organizations, and community groups, to create effective and sustainable solutions.

Responsibilities:

1. Housing Task Force Coordination:

- Convening the housing task force and assisting and supporting the efforts identified by the task force.

2. Community Engagement:

- Develop educational materials and communications strategy to raise awareness about housing issues, and foster partnerships with community and statewide stakeholders to address these challenges collectively.

- Create community feedback loop to garner feedback in response to housing challenges and policy changes.

3. Policy Development:

- Research and analyze housing policies and regulations to identify areas for improvement and advocate for changes that promote affordable housing and address the growing unhoused population.

4. Manage Affordable Housing Initiatives:

- Convene a focus group/informal advisory panel of local developers to establish open dialogue and better understanding the hurdles they face in the creation of housing, and especially housing attainable to residents below median incomes.
- Oversee the development and management of affordable housing projects, working closely with developers, contractors, and government agencies to ensure the successful implementation of housing solutions.

5. Data Analysis and Reporting:

- Utilize data to assess the impact of homelessness and housing programs, generate reports, and make data-driven recommendations for continuous improvement.

6. Collaborate with Government Agencies:

- Coordinate closely with all city departments, regional authorities, and other government agencies to identify complementary projects and facilitate efforts to align resources to maximize efficiency with respect to mitigation of those without housing and housing challenged.

7. Grant Writing, Housing Funding Resourcing, and Fundraising:

- Identify and apply for grants to secure funding for those experiencing lack of housing and other identified housing initiatives, and explore fundraising opportunities to support and expand existing programs.

- Explore and identify possible other avenues of financing to build housing supply.

Qualifications:

- Bachelor's degree in Public Administration, Public Service, Urban Planning, or a related field. Master's degree preferred.
- Demonstrated experience in developing and implementing housing programs.
- Strong knowledge of local, state, and federal housing policies and regulations.
- Excellent interpersonal and communication skills, with the ability to collaborate effectively with diverse stakeholders.
- Strong organizational and project management skills.
- Ability to work independently and as part of a team in a state and glacial environment.
- Passion for social justice and a commitment to making a positive impact on homelessness and housing issues.