City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, September 17, 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

MEETING INFORMATION:

1. **WEBINAR ID: 854 4289 6901**
   PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_UJUBDK1GQMESSX2WYIHPAG

   AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. NOMINATING COMMITTEE REPORT - COMMITTEE CHAIR

PROPOSED AGENDA ADDITIONS

A. CONSENT

A.1. APPROVAL OF THE SEPTEMBER 3, 2024 CITY COUNCIL MEETING MINUTES

A.2. N79TW, LLC. (GROUND LEASE):

A RESOLUTION TO APPROVE A THIRTY YEAR GROUND LEASE AGREEMENT WITH N79TW, LLC, FOR AIRPORT PROPERTY LOCATED IMMEDIATELY NORTH OF THE TERMINAL BUILDING FOR THE CONSTRUCTION OF A 100X180 HANGAR AND ATTACHED OFFICE SPACE, WITH AN OPTION TO EXTEND THE GROUND LEASE FOR AN ADDITIONAL TEN YEAR TERM (2024-469)

A.3. NWA ROLLOFF DUMPSTERS (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND NWA ROLLOFF DUMPSTERS TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY (2024-488)

A.4. MARCK RECYCLING, LLC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT WITH MARCK RECYCLING AND WASTE SERVICES OF NW ARKANSAS, LLC FOR THE HAULING OF

SOLID WASTE AND RECYCLABLE MATERIAL IN THE CITY OF FAYETTEVILLE (2024-480)

A.5. BLUE RIBBON SITE SERVICES, LLC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT WITH BLUE RIBBON SITE SERVICES, LLC FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE (2024-472)

A.6. CBRE, INC. CUSHMAN & WAKEFIELD OF TEXAS, INC. AND TEXAS APPRAISAL TEAM, LLC. (APPRAISAL SERVICES):

A RESOLUTION TO AWARD RFP 24-11 AND AUTHORIZE THE PURCHASE OF ON-CALL APPRAISAL SERVICES FROM CBRE, INC.; CUSHMAN & WAKEFIELD OF TEXAS, INC.; AND TEXAS APPRAISAL TEAM, LLC BASED ON RATES AND AVAILABILITY AS NEEDED THROUGH DECEMBER 31, 2025, WITH THREE AUTOMATIC ONE-YEAR RENEWALS (2024-489)

A.7. OLSSON, INC. (SERVICE CONTRACT):

RESOLUTION TO AWARD RFQ #24-01 SELECTION #7 AND APPROVE A CONTRACT WITH OLSSON IN AN AMOUNT NOT TO EXCEED $45,000.00 FOR GRANT WRITING SERVICES FOR AN EPA COMMUNITY CHANGE GRANT, AND TO AUTHORIZE THE MAYOR TO APPLY FOR AND ACCEPT THE GRANT (2024-506)

A.8. STORMWATER FUNDING STUDY (CONTRACT AMENDMENT):

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED $92,780.00 (2024-430)

B. UNFINISHED BUSINESS

B.1. VACATION-2024-0016: (1001 W. BULLDOG BLVD./FAYETTEVILLE PUBLIC SCHOOLS, 522):

AN ORDINANCE TO APPROVE THE VACATION OF 0.61 ACRES OF A TREE PRESERVATION EASEMENT LOCATED AT 1001 WEST BULLDOG BOULEVARD IN WARD 1 IN EXCHANGE FOR THE FAYETTEVILLE SCHOOL DISTRICT'S OFFER TO DEDICATE AN ADDITIONAL 2.05 ACRES OF TREE PRESERVATION EASEMENT AND ADDITIONAL ACCOMODATIONS (2024-417)

AT THE AUGUST 20, 2024 CITY COUNCIL MEETING THIS ITEM WAS LEFT ON THE FIRST READING AND TABLED TO THE SEPTEMBER 17, 2024 CITY COUNCIL MEETING.

C. NEW BUSINESS

C.1. WATER DAMAGE CLAIM (LAURA GRAY):

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE TOTAL AMOUNT OF $56,549.22 TO LAURA GRAY FOR A WATER DAMAGE CLAIM ARISING AT 1284 EAST SHADOW RIDGE DRIVE (2024-445)

C.2. SPECIALIZED REAL ESTATE GROUP (COST SHARE AGREEMENT):

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH SPECIALIZED REAL ESTATE GROUP AS AGENT FOR OWNER, MARKHAM RESIDENTIAL OWNER, LLC IN THE AMOUNT OF $252,901.07 FOR TRAIL IMPROVEMENTS ALONG THE WEST SIDE OF THE NORTH SANG AVENUE EXTENSION FROM WEST HALSELL ROAD TO WEST MARKHAM ROAD, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF $10,000.00 (2024-468)

C.3. 2025 MILLAGE LEVY (ORDINANCE):

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2025 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS (2024-482)

C.4. NATIONAL PAN-HELLENIC COUNCIL DAY (RESOLUTION):

A RESOLUTION DESIGNATING SEPTEMBER 17TH ANNUALLY AS NATIONAL PAN-HELLENIC COUNCIL DAY IN THE CITY OF FAYETTEVILLE TO RECOGNIZE THE CONTRIBUTIONS MADE TO SOCIAL CHANGE BY MEMBERS OF NINE BLACK SORORITIES AND FRATERNITIES KNOWN AS THE DIVINE NINE (2024-493)

C.5. 920 W. ELM ST. (RAZE AND REMOVAL):

RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY RAZORBACK HOUSING LLC; C/O DAVID BIRD LOCATED AT 920 WEST ELM STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $39,000.00 (2024-487)

C.6. 1965 N. STEPHEN CARR MEMORIAL BLVD. (RAZE AND REMOVAL):

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A

DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PORTER & 49 OPPORTUNITY FUND LLC; C/O ALEX G MILLER LOCATED AT 1965 NORTH STEPHEN CARR MEMORIAL BOULEVARD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $15,000.00 (2024-490)

C.7. 1909 N. STEPHEN CARR MEMORIAL BLVD. (RAZE AND REMOVAL):

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PORTER & 49 OPPORTUNITY FUND LLC; C/O ALEX G MILLER LOCATED AT 1909 NORTH STEPHEN CARR MEMORIAL BOULEVARD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $38,000.00 (2024-491)

C.8. 1893 N. STEPHEN CARR MEMORIAL BLVD. (RAZE AND REMOVAL):

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PORTER & 49 OPPORTUNITY FUND LLC; C/O ALEX G MILLER LOCATED AT 1893 NORTH STEPHEN CARR MEMORIAL BOULEVARD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $55,000.00 (2024-492)

C.9. UNIFIED DEVELOPMENT CODE - CHAPTER 161 (AMENDMENT):

AN ORDINANCE TO AMEND CHAPTER 161 ZONING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE TO ENACT § 161.36 URBAN CORRIDOR AND ESTABLISH ZONING REGULATIONS FOR THE NEW ZONING DISTRICT, TO AMEND § 160.01 ESTABLISHMENT OF DISTRICTS TO ADD THE NEW DISTRICT, TO AMEND § 163.11 SEXUALLY ORIENTED BUSINESS TO ALLOW SEXUALLY ORIENTED BUSINESSES AS A CONDITIONAL USE, TO AMEND § 164.25 TANDEM LOT DEVELOPMENT TO ESTABLISH BUILDING SETBACKS FOR TANDEM LOTS, TO AMEND § 167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT TO ESTABLISH A MINIMUM CANOPY REQUIREMENT, AND TO AMEND CHAPTER 174 SIGNS TO ESTABLISH SIGN REGULATIONS FOR THE NEW ZONING DISTRICT (2024-481)

C.10. VACATION-2024-0019: (707 E. HUNTSVILLE RD/PARK MEADOWS, 564):

AN ORDINANCE TO APPROVE VAC-24-19 FOR PROPERTY LOCATED AT 707 EAST HUNTSVILLE ROAD IN WARD 1 TO VACATE A 0.09 ACRE PORTION OF GENERAL UTILITY EASEMENT (2024-478)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. 2025 PRELIMINARY GENERAL FUND BUDGET - CHIEF FINANCIAL

OFFICER

D.2. 2025 MILLAGE LEVY - CHIEF FINANCIAL OFFICER

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

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

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

Robert B. Stafford
Council Member
Ward 1 Position 1

Chair
Mike Wiederkehr
Council Member
Ward 2 Position 2

Sarah Bunch
Council Member
Ward 3 Position 2

Teresa Turk
Council Member
Ward 4 Position 1

Nominating Committee
September 11, 2024

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

The Nominating Committee recommends the following candidates for appointment:

BOARD OF ADJUSTMENTS

Jennifer Keys – One Unexpired Public-at-Large
Term Ending 03/31/2027.

COMMUNITY DEVELOPMENT AND ASSISTANCE PROGRAMS ADVISORY BOARD

Michael Floyd – One Unexpired Resident-at-Large
Term Ending 12/31/2026.

TOWN AND GOWN ADVISORY COMMITTEE

Jack Avery – One Resident-at-Large Ward 1, 3 or 4 Representative
Term Ending 09/30/2026.

Maximus Emerson – One Unexpired Resident-at-Large University of Arkansas Student Living Off Campus Term Ending 09/30/2025.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-469

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Jared Rabren, Airport Director

SUBJECT: **Ground Lease for N79TW, LLC**

RECOMMENDATION:
The Aviation Division requests approval and signature of the Mayor on a ground lease with N79TW, LLC, for land located immediately north of the Terminal to construct a 100 x 180 hangar with attached office space.

BACKGROUND:
The designated area was improved via grant funds from the FAA and Arkansas Department of Aeronautics in 2007 to provide infrastructure for four corporate style hangars.

DISCUSSION:
N79TW, LLC, currently leases hangar space from a tenant on the field. The company is looking to expand their aircraft fleet and needs more hangar space.

BUDGET/STAFF IMPACT:
N79TW, LLC will pay $4,005 per year during the 18-month discount period, and $7,787.50 per year after the discount period is expired.

ATTACHMENTS: SRF (#3), N79TW, LLC. - Signed Lease (#4)

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

File #: 2024-469

Ground Lease for N79TW, LLC

A RESOLUTION TO APPROVE A THIRTY YEAR GROUND LEASE AGREEMENT WITH N79TW, LLC, FOR AIRPORT PROPERTY LOCATED IMMEDIATELY NORTH OF THE TERMINAL BUILDING FOR THE CONSTRUCTION OF A 100X180 HANGAR AND ATTACHED OFFICE SPACE, WITH AN OPTION TO EXTEND THE GROUND LEASE FOR AN ADDITIONAL TEN YEAR TERM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a thirty year ground lease agreement, a copy of which is attached to this Resolution, with N79TW, LLC for airport property located immediately North of the terminal for the construction of a 100' x 180' hangar and attached office space, along with an option to extend the ground lease for an additional ten year term at a rental rate of $4,005.00 per year for the discount period and $7,787.50 upon expiration of the discount period, with an adjustment every five years.

City of Fayetteville Staff Review Form

2024-469

Item ID

9/17/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jared Rabren	8/20/2024	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests approval and signature of the Mayor on a ground lease with N79TW, LLC, for land located immediately north of the Terminal to construct a 100 x 180 hangar with attached office space.

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:

Docusign Envelope ID: E5FF6388-1F7F-4D9B-9180-5F704BD193AD

Ground Lease Agreement

between The City of Fayetteville, Arkansas
And
N79TW, LLC

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas ("CITY") and N79TW, LLC ("LESSEE") for the use of space for the construction of an aircraft hangar and associated aprons and taxilanes as described below.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by LESSEE as obligations to the CITY, the CITY lets, leases and demises unto LESSEE, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas:

A certain tract of land located immediately north of the Drake Field Terminal building as depicted on Exhibit "A" attached hereto for construction of a 100' x 180' (18,000 sq.ft.) hangar and attached 50' x 85' (4250 sq.ft.) office space. The leased premises shall be further legally described in a survey to be obtained by LESSEE within sixty (60) days of the execution of this Agreement.

2. **Term.** The initial term is for thirty (30) years beginning on _____, 2024 (the "Effective Date"), and shall end on _____, 2054 unless otherwise terminated, canceled or extended as set forth hereinbelow:

a. LESSEE shall have eighteen (18) months from the Effective Date (the "Discount Period") to begin construction of the hangar. The Discount Period may be extended by up to an additional eighteen (18) months upon written agreement of CITY and LESSEE. Failure to begin construction before expiration of the Discount Period (or the expiration of any extended period agreed upon by the parties pursuant to this subsection) shall be an automatic cancellation of this ground lease.
b. Option to Extend. LESSEE shall have the option to extend the lease term of this lease for one (1) period of ten (10) years if LESSEE has satisfied the following conditions:
    i. LESSEE has complied with and performed all conditions, covenants, and terms of the Agreement without any defaults known to LESSEE, or any defaults that are not otherwise in the process of being resolved in the manner provided in this Agreement.
    ii. Notice of LESSEE's request to renew has been made and presented in writing to the City at least one hundred twenty (120) days prior to the expiration of the initial term.
    iii. The amount of rental fees shall have been successfully negotiated and agreed to by the parties for the extended lease term.

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3. **Rent.** LESSEE agrees to pay to CITY for the Discount Period set forth in paragraph 2.A above a discounted annual ground rental fee of eighteen cents ($0.18) per square foot of total leased ground space. Annual rental due for this Discount Period is FOUR THOUSAND, AND FIVE DOLLARS ($4,005). The discounted rate shall expire at the end of Discount Period (including any extension agreed upon by the parties pursuant to paragraph 2.A above) or upon the issuance of a Final Certificate of Occupancy, whichever shall occur first.

Upon the expiration of the Discount Period, LESSEE agrees to pay to CITY an annual ground rental rate of thirty-five cents ($0.35) per square foot of total leased ground space. Annual rental due for this period of time is SEVEN THOUSAND, SEVEN HUNDRED AND EIGHTY-SEVEN DOLLARS AND FIFTY CENTS. ($7,787.50).

Rental payments during the Discount Period shall be paid in advance on the first day of each month beginning with the first full calendar month after the month of the Effective Date. Rental payments after the Discount Period shall be paid in advance in yearly installments on the first day following the issuance of a final certificate of occupancy and on the same annual anniversary thereof. Rental charges shall be reviewed every five (5) years and the rental charges for the next five (5) years of the lease term will be adjusted up to reflect the Consumer Price Index (CPI) plus one (1) percent.

A delinquency charge shall be imposed on payments not received by the close of business on the tenth (10th) day after the due date. Such delinquency charge shall be the maximum amount allowable under Arkansas law. Payments shall be delivered or mailed to: City of Fayetteville, 4500 S School Ave Ste. F, Fayetteville, Arkansas 72701.

4. **Use.** LESSEE agrees to use the leased premises only as an aircraft hangar and any other related lawful purposes.

a. Flammable Material: LESSEE agree not to store any flammable material on the leased premises other than a limited supply of oils and agents necessary for the operation of an aircraft hangar.

b. Hazardous Substances. LESSEE shall not cause or permit any hazardous substances to be used or stored on or in the leased premises without first obtaining CITY's written consent. If hazardous substances are used, stored, generated, or disposed of on or in the leased premises or if the leased premises or any other airport property become contaminated in any manner for which LESSEE is responsible or legally liable, LESSEE shall indemnify and hold harmless CITY from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the leased premises or damages caused by loss or restriction of rentable or usable space as part of the leased premises) arising during or after the term hereof and arising as a result of that contamination by LESSEE, LESSEE'S agents, employees or invitees. This indemnification includes, without limitation, any costs incurred because of any investigation of the airport or any cleanup removal or restoration mandated by a federal, state, or local agency or political subdivision.

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c. LESSEE shall not start or operate aircraft engines within the facility to be constructed on the leased premises and shall not allow such operations by any other person.

5. **Use of the Airport.** LESSEE is granted the use, in common, without charge, with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport form time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, floodlights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and takeoffs.

LESSEE agrees to observe and obey the CITY's ordinances and regulations with respect to use of the leased premises and airport as well as all applicable county, state or federal regulations or laws. LESSEE agrees to abide by "The Minimum Standards for the Fayetteville Municipal Airport Drake Field".

6. **Repairs, Maintenance and Appearance**. LESSEE shall at all times during the term of this agreement, it their expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not due to wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. LESSEE acknowledges that it is responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. LESSEE shall at all times maintain the leased premises in a clean, orderly, and attractive condition and will not allow the accumulation of rubbish, trash, refuse or any other unsightly condition or fire hazard on the leased premises. LESSEE shall be responsible for all janitorial services and trash removal from the leased premises.

In the event LESSEE fails to repair or maintain the leased premises as required, CITY may enter the leased premises for the purpose of making such repairs necessary to maintain the structural integrity of the hangar or to perform any maintenance required to keep the leased premises in a clean, orderly and attractive condition. LESSEE shall be liable for any costs incurred by the CITY in the event CITY exercises its authority due to LESSEE'S Failure to make necessary repairs or perform other required maintenance work.

7. **Alterations and Improvements.** Following issuance of a final certificate of occupancy for the hangar and office space to be constructed on the leased premises, LESSEE shall have prior written consent from the CITY, meeting all CITY requirements, to make any major or material alterations, additions and improvements LESSEE deems necessary and desirable to the interior of the leased premises, which will not be unreasonably withheld. LESSEE shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without the CITY's written consent, which will not be unreasonably withheld. LESSEE acknowledges and agrees that all such alterations, additions, attachments and improvements

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including, but not limited to, paneling, partitions, railings, floors, ceilings and the like, shall become the property of the CITY upon the termination of this agreement.

8. **Insurance.** LESSEE shall obtain and maintain sufficient insurance coverage for the repair or replacement of the leased premises and any adjacent improvements, with an insurance company licensed to do business in the State of Arkansas, naming the CITY as an Additional Insured on the policy. LESSEE shall provide the Airport Director with a valid certificate of insurance at all times during the term of this agreement. LESSEE acknowledges that it is its responsibility to maintain insurance on any personal property on the leased premises.

9. **Sub-Leasing and Assignment.** LESSEE may lease the building/improvements constructed on Leased Premises to another party, but shall not assign this lease or sublet the underlying Leased Premises without prior written consent of the CITY of Fayetteville, which will not be unreasonably withheld. LESSEE shall notify the CITY if it leases any portion of the building/improvements on the Leased Premises and provide the name and contact information of any other person or entity occupying the building/improvements on the Leased Premises. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3 above. Any such assignment or subletting shall in no way relieve LESSEE from liability for the obligations imposed by this lease. LESSEE may only be released from liability by a specific written release executed by the CITY.

10. **Events of Default**. The following shall be Events of Default under this agreement:

a. LESSEE shall fail to pay when due and owing any rent and such nonpayment continues for twenty days after written notice by the CITY;

b. LESSEE voluntarily abandons, deserts or vacates the leased premises;

c. LESSEE fails to comply with the insurance requirements set forth above;

d. LESSEE fails to observe or perform any other obligation under the terms of this agreement and such failure is unremedied for twenty (20) days after the CITY has provided written notice specifying such default. CITY may, but is not required to, grant LESSEE such additional time as is reasonably required to correct any such default if LESSEE has instituted corrective action and is diligently pursuing the same; or

e. LESSEE fails to provide and maintain any security assurances required under the terms of this agreement.

11. **Remedies Upon Default**. Whenever an Event of Default shall occur, and at its exclusive option, CITY may deliver to LESSEE written notice of termination specifying the date upon which the agreement shall terminate. In the event of termination, LESSEE's rights to possession of the leased premises shall immediately cease. CITY may reenter and take possession of the leased premises and LESSEE shall surrender possession. Upon termination, LESSEE shall be liable to CITY for payment of:

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a. All rents and sums accrued through the date of termination but not thereafter;
b. The reasonable costs incurred by CITY to re-let the leased premises, or any portion thereof, but not any special, indirect, or consequential damages or further rent;
c. The reasonable cost incurred by CITY to restore the leased premises or any portion thereof to the condition in which they were originally leased, ordinary wear and tear excepted; and
d. Reasonable attorney's fees and costs related to the termination of the lease agreement including those incurred through the judicial process if LESSEE fails to vacate.

The acceptance by CITY of any rent payments by LESSEE after termination of this agreement shall not be considered a reinstatement or waiver of any other remedies available to CITY.

CITY may also pursue any other available right or remedy available to it in the event of default. LESSEE may pursue any remedies at law against CITY for breach of this lease, including specific performance.

12. **Expiration or Termination.** LESSEE hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its property from the leased premises immediately. All buildings installed, erected or placed by LESSEE in, on, or about the leased premises shall be deemed to remain the property of CITY. Notwithstanding anything herein to the contrary, LESSEE shall have the right to terminate this agreement at any time upon giving sixty (60) days written notice to CITY and by paying CITY a termination fee in the amount of one (1) year additional rent.

13. **Closure of Airport**. In the event that the Fayetteville Municipal Airport facility and property are no longer used by the CITY for aviation purposes, LESSEE may remain in possession of the premises until the end of the lease term with the right to use the premises for any use allowable under Arkansas law.

14. **Taxes**. LESSEE shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

15. **Indemnity**. LESSEE agrees to indemnify the CITY against any liability for injuries to persons or damage to property caused by LESSEE's gross negligent use or occupancy of the leased premises; provided, however, that LESSEE shall not be liable for any personal injury, damage or loss occasioned by the negligence of the CITY or its agents or employees, and provided further that each party shall give prompt and timely notice of any claim made or suit instituted which may in any way directly or indirectly affect either party. Each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity granted to the CITY under Arkansas law.

Docusign Envelope ID: E5FF6388-1F7F-4D9B-9180-5F704BD193AD

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

17. **Notices**. Any notice or consent required by this agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following addresses:

LESSEE

N79TW, LLC
4058 North College, Suite 300
Fayetteville, AR 72703

CITY

City of Fayetteville
ATTN: Airport Director
4500 S School Ave. Ste. F
Fayetteville, Arkansas 72701

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

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

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

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

23. LESSEE'S First Right of Refusal (Sale or Lease). Commencing on the date hereof and during the term, LESSEE shall have the right of first refusal to purchase the Leased Premises and CITY shall not sell, contract to sell, transfer, lease or otherwise dispose of or convey all or any part of CITY'S interest in the Leased Premises without complying with the terms hereof. If and when CITY receives a bona fide offer for the Leased (or any part thereof), whether through public bidding processes or otherwise, the Fayetteville City Council passes a resolution of intent to sell the Leased Premises, and the Federal Aviation Administration has authorized the sale, CITY shall provide written notice thereof (with a copy of the offer) to LESSEE. LESSEE shall have twenty (20) days after receipt of CITY's notice and offer to provide CITY with a written response and notice that LESSEE elects to exercise its first right to purchase the Property from CITY on the same terms offered or awarded via public bidding or otherwise, in which case the parties hereto

Docusign Envelope ID: E5FF6388-1F7F-4D9B-9180-5F704BD193AD

will proceed to consummate the sale of the Leased Premises on those terms. Otherwise, if LESSEE declines or fails to exercise its right within this time period, then CITY may proceed to sell the Leased Premises to the third-party offeror on the terms offered. These terms and this right shall apply to all subsequent and additional offers received by CITY, including a change in the terms of sale previously disclosed to LESSEE. The terms and rights herein shall also apply to any lease of the Leased Premises after the term hereof and LESSEE shall have the first right to re-lease the Leased Premises after the term as provided above.

CITY OF FAYETTEVILLE:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, CITY Clerk Treasurer

TENANT

By: N79TW, LLC

DocuSigned by:
By: _____
489A460DFE534D6...
Printed Name: Scott A. Peters
Title: Manager

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-488

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and NWA Rolloff Dumpsters to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:
Staff recommends City Council approval of a resolution with NWA Rolloff Dumpsters for the hauling and disposal of solid waste in the City of Fayetteville.

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

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

There are currently 21 approved franchise haulers operating in the city of Fayetteville.

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

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

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

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: SRF (#3), Haul and Disposal Agreement (#4)

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

File #: 2024-488

A resolution to approve an agreement between the City of Fayetteville, Arkansas and NWA Rolloff Dumpsters to haul and dispose of solid waste in the City of Fayetteville

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND NWA ROLLOFF DUMPSTERS TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY

WHEREAS, in accordance with City Code, NWA Rolloff Dumpsters has submitted a request for contract to haul solid waste within the city limits of Fayetteville; and

WHEREAS, this agreement requires NWA Rolloff Dumpsters to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services; and

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

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

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

City of Fayetteville Staff Review Form

2024-488

Item ID

9/17/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Daryl Brigman	8/27/2024	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and NWA Rolloff Dumpsters to haul and dispose of solid waste in the City of Fayetteville

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

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

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.

2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.

3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.

4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.

5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.

6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

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

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." This information will be reviewed by City Staff.

9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the

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

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.

11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.

12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.

13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.

14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.

15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.

16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.

17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.

18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be Shannon Weathers. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.

b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.

c) City will be added as an additional insured on General Liability and Auto Liability policies.

d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

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

21. Termination:

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

b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.

c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

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

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

Roll off Dumpsters
Attn: Shannon Weathers
P.O. Box 608
Lowell, AR 72745

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.

24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.

25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.

26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.

28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

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

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

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

CITY OF FAYETTEVILLE

By: _____
LIONELD JORDAN, Mayor

By: _____
NAME, Title

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

WITNESS:

By: _____

_____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-480

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

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

RECOMMENDATION:
Staff recommends City Council approval of a resolution with MARCK Recycling for the hauling and disposal of solid waste in the City of Fayetteville.

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

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

There are currently 21 approved franchise haulers operating in the city of Fayetteville.

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

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

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3), Haul and Disposal Agreement (#4)

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

File #: 2024-480

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

A RESOLUTION TO APPROVE AN AGREEMENT WITH MARCK RECYCLING AND WASTE SERVICES OF NW ARKANSAS, LLC FOR THE HAULING OF SOLID WASTE AND RECYCLABLE MATERIAL IN THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Marck Recycling and Waste Services of NW Arkansas, LLC, a copy of which is attached to this Resolution, for the hauling of solid waste and recyclable material in the City of Fayetteville.

City of Fayetteville Staff Review Form

2024-480

Item ID

9/17/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Daryl Brigman	8/27/2024	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

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

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

This Agreement (the "Agreement"), is entered into on this ____day of _____ 2024, between the **City of Fayetteville, Arkansas,** a municipal corporation (the "City"), and **MARCK Recycling and Waste Services of NW Arkansas, LLC**. (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.

2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.

3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.

4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.

5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.

6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

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

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." This information will be reviewed by City Staff.

9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the

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

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.

11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.

12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.

13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.

14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.

15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.

16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.

17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.

18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be Wesley Dougherty. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.

b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.

c) City will be added as an additional insured on General Liability and Auto Liability policies.

d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

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

21. Termination:

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

b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.

c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

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

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

_____
Attn: _____
_____
_____

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.

24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.

25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.

26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.

28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

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

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

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

CITY OF FAYETTEVILLE

By: _____
LIONELD JORDAN, Mayor

_____

By: _____
Wesley Dougherty-Operations Manager

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

WITNESS:

By: _____

_____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-472

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Blue Ribbon Site Services to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:
Staff recommends City Council approval of a resolution with Blue Ribbon Site Services for the hauling and disposal of solid waste in the City of Fayetteville.

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

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

There are currently 20 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:
The hauling contract will permit Blue Ribbon Site Services to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

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

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

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: SRF (#3), Haul and Disposal Agreement (#4)

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

File #: 2024-472

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Blue Ribbon Site Services to haul and dispose of solid waste in the City of Fayetteville

A RESOLUTION TO APPROVE AN AGREEMENT WITH BLUE RIBBON SITE SERVICES, LLC FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Blue Ribbon Site Services, LLC, a copy of which is attached to this Resolution, for the hauling and disposal of solid waste in the City of Fayetteville.

City of Fayetteville Staff Review Form

2024-472

Item ID

9/17/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Daryl Brigman	8/20/2024	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Blue Ribbon Site Services to haul and dispose of solid waste in the City of Fayetteville

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

This Agreement (the "Agreement"), is entered into on this 12 day of August 2024, between the **City of Fayetteville, Arkansas,** a municipal corporation (the "City"), and Blue Ribbon Site Services (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.

2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.

3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.

4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.

5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.

6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

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

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." This information will be reviewed by City Staff.

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

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.

11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.

12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.

13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.

14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.

15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.

16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.

17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.

18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be Justin Inett. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.

b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.

c) City will be added as an additional insured on General Liability and Auto Liability policies.

d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

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

21. Termination:

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

b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.

c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

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

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

Blue Ribbon Site Services
Attn: _____
2225 Bellview Rd, Suite 100 Rogers AR 72758

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.

24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.

25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.

26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.

28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

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

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

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

CITY OF FAYETTEVILLE

By: _____
LIONELD JORDAN, Mayor

By: Justin Tuck Director
NAME, Title Blue Ribbon Site Services

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

WITNESS:

By: Wade Henson, Controller
Blue Ribbon Site Services

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-489

MEETING OF SEPTEMBER 17, 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 a resolution to award RFP 24-11, to CBRE, Inc. Cushman & Wakefield of Texas, Inc. and Texas Appraisal Team, LLC based on rates provided and availability for on-call appraisal services as needed through December 31, 2025 with three automatic one-year renewals.**

RECOMMENDATION:
Approval of a resolution to award RFP 24-11, to CBRE, Inc. Cushman & Wakefield of Texas, Inc. and Texas Appraisal Team, LLC based on rates provided and availability for on-call appraisal services as needed through December 31, 2025 with three automatic one-year renewals.

BACKGROUND:
As part of many of the City's street, drainage, water and sewer projects the City must acquire right of way and easements in order to construct the improvements. For the City to establish fair compensation rates for the acquisitions, appraisals are ordered for some of the properties throughout the project. Typically, when an appraisal is needed, the City Land Agents will request 3 quotes from local appraisers. After the quotes are received, the lowest quote will be selected, and a purchase order will be requested. By selecting on-call appraisers, this will allow the Land Agents to move forward without requesting multiple quotes and will save project time.

DISCUSSION:
A City selection committee selected CBRE, Inc. Cushman & Wakefield of Texas, Inc. and Texas Appraisal Team, LLC to be used for on-call appraisal services for street, drainage and utilities projects for 2025 with automatic renewals for 2026, 2027 and 2028.

BUDGET/STAFF IMPACT:
Funds for the appraisals have been budgeted in various capital projects with the Sales Tax Capital Improvements Fund, the Transportation Bond Fund, Drainage Bond Fund and the Water and Sewer Fund.

ATTACHMENTS: SRF (#3), RFP 24-11, Submittal - CBRE, Inc. - E (#4), RFP 24-11, Submittal - Cushman & Wakefield of Texas, Inc. - E (#5), RFP 24-11, Submittal - Texas Appraisal Team LLC - E (#6)

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

File #: 2024-489

Approval of a resolution to award RFP 24-11, to CBRE, Inc. Cushman & Wakefield of Texas, Inc. and Texas Appraisal Team, LLC based on rates provided and availability for on-call appraisal services as needed through December 31, 2025 with three automatic one-year renewals.

A RESOLUTION TO AWARD RFP 24-11 AND AUTHORIZE THE PURCHASE OF ON-CALL APPRAISAL SERVICES FROM CBRE, INC.; CUSHMAN & WAKEFIELD OF TEXAS, INC.; AND TEXAS APPRAISAL TEAM, LLC BASED ON RATES AND AVAILABILITY AS NEEDED THROUGH DECEMBER 31, 2025, WITH THREE AUTOMATIC ONE-YEAR RENEWALS

WHEREAS, as part of many of the City's street, drainage, water and sewer projects the City must acquire right of way and easements in order to construct the improvements; and

WHEREAS, for the City to establish fair compensation rates for the acquisitions, appraisals are ordered for some of the properties throughout the project; and

WHEREAS, when an appraisal is needed, the City Land Agents will request 3 quotes from local appraisers and the lowest quote will be selected; and

WHEREAS, by selecting on-call appraisers, this will allow the Land Agents to move forward without requesting multiple quotes and will save project time.

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 awards RFP 24-11 and authorizes the purchase of on-call appraisal services from CBRE, Inc.; Cushman & Wakefield of Texas, Inc.; and Texas Appraisal Team, LLC based on rates and availability as needed through December 31, 2025, with three automatic one-year renewals.

City of Fayetteville Staff Review Form

2024-489

Item ID

9/17/2024

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

Matt Casey	8/28/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to award RFP 24-11, to CBRE, Inc. Cushman & Wakefield of Texas, Inc. and Texas Appraisal Team, LLC based on rates provided and availability for on-call appraisal services as needed through December 31, 2025 with three automatic one-year renewals.

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:

RFP 24-11
CBRE, Inc.
Supplier Response

Event Information

Number: RFP 24-11
Title: On-Call Appraisal Services
Type: Request for Proposal
Issue Date: 6/16/2024
Deadline: 7/10/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is now accepting proposals from qualified firms to provide on-call appraisal services for the City of Fayetteville. Any questions regarding this solicitation process shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Beilfuss, Amanda

From: Jones, Holly
Sent: Wednesday, August 14, 2024 8:01 AM
To: Beilfuss, Amanda
Subject: FW: CBRE RFP Contact Info
Attachments: CBRE RFP No. 24-11, On-Call Appraisal Services.pdf

Amanda, CBRE sent this to Brandi with the request below. I looked at the attachment and it is the same one submitted, so I think we've already granted their request.
Do we need anything else from them?
Thanks,

Holly Jones
Land Agent
Engineering Division, Public Works Department
City of Fayetteville, Arkansas
479-444-3414
www.fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Patterson, Jim @ Houston <Jim.Patterson@cbre.com>
Sent: Tuesday, August 13, 2024 7:32 PM
To: Samuels, Brandi <bsamuels@fayetteville-ar.gov>
Cc: Mueller, Grant @ Austin <Grant.Mueller@cbre.com>
Subject: CBRE RFP Contact Info

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.

Brandi,
Attached is the proposal that was submitted to the City of Fayetteville. As we discussed, can we please change the contact information in the purchasing department system so that the appraisal requests come to me moving forward. Please let me know if you need any additional information. Thanks again for all the help.

Jim Patterson, R/W-AC
Executive Vice President | Right of Way Team Leader
CBRE | Valuation Advisory Services
T +1 713 577 1596 | C +1 713 882 5103
jim.patterson@cbre.com | LinkedIn | Twitter

Details about the personal data CBRE collects and why, as well as your data privacy rights under applicable law, are available at **CBRE – Privacy Policy.**

CBRE, Inc. Information

Contact: Brian Kenworthy
Address: 438 East Milsap
Suite 103
Fayetteville, AR 72703
Phone: (479) 444-2540
Email: brian.kenworthy@cbre.com
Web Address: www.cbre.com

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

Brian Kenworthy, MAI
Signature

brian.kenworthy@cbre.com
Email

Submitted at 7/9/2024 12:01:27 PM (CT)

Supplier Note

Any questions or clarifications regarding our response can be directed to the following team member: Brian Kenworthy, MAI First Vice President CBRE Valuation & Advisory Services (479) 444-2540 brian.kenworthy@cbre.com CBRE appreciates the opportunity to provide a response to this Request for Proposal (RFP).

Requested Attachments

RFP 24-11, On-Call Appraisal Services

CBRE RFP No. 24-11, On-Call Appraisal Services.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Bid Attributes

1	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

REQUEST FOR PROPOSAL (RFP)

For On-Call Appraisal Services No. 24-11

July 10, 2024

Prepared For:

Amanda Beilfuss, Senior Purchasing Agent
City of Fayetteville
113 West Mountain Street, Purchasing Division - Room 306
Fayetteville, Arkansas 72701
T: (479) 575-8256
E: abeilfuss@fayetteville-ar.gov

Prepared By:

Brian Kenworthy, MAI, First Vice President
CBRE, Inc.
438 East Millsap, Suite 103
Fayetteville, Arkansas 72703
T: (479) 444-2540
E: brian.kenworthy@cbre.com

Brian Kenworthy, MAI
First Vice President

CBRE, Inc.
Valuation & Advisory Services

438 East Millsap
Suite 103
Fayetteville, Arkansas 72703

brian.kenworthy@cbre.com
www.cbre.com

Amanda Beilfuss
Senior Purchasing Agent
City of Fayetteville
113 West Mountain Street, Purchasing Division - Room 306
Fayetteville, Arkansas 72701
(479) 575-8256
abeilfuss@fayetteville-ar.gov

Ms. Beilfuss,

We are pleased to present to the City of Fayetteville the following response to the Request for Proposal (RFP) for On-Call Appraisal Services – RFP Number 24-11, released June 16, 2024 with a submission deadline of 2:00 p.m. on Wednesday, July 10, 2024. We are well-equipped to provide on-call appraisal services in support of the City's Purchasing Division for the contract term of one year with up to four additional one year renewal periods.

CBRE professionals have provided appraisal services for various public and private entities in numerous areas of the southern United States. These include completing market analysis and appraisals for oil & gas pipelines, road & highway projects, high voltage electric transmission lines, rail projects, water lines, and other projects which involve the acquisition or disposition of real property. In connection with these projects, CBRE professionals have also served as expert witnesses in county, state, and federal courts.

CBRE's efforts will be centered on a profound respect for Property Rights. This includes both the private property owner's right to full use and enjoyment of their property and the condemnor's right to acquire all necessary property rights for public use. This perspective will guide CBRE's efforts to value real estate and to minimize the cost of litigation.

CBRE First Vice President, Brian Kenworthy, MAI is authorized by CBRE to contractually obligate our organization and negotiate the contract on behalf of CBRE, Inc. Mr. Kenworthy can be reached at the contact information referenced in our letterhead and via telephone at (479) 444-2540.

Attached you will find our response to this opportunity. We certify that all of the information submitted within this response is accurate. Should you have any questions please contact us at the number listed below and we appreciate this opportunity to be of service.

Best regards,

CBRE
VALUATION & ADVISORY SERVICES

Brian Kenworthy, MAI
First Vice President
T: (479) 444-2540
brian.kenworthy@cbre.com

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FIRM EXPERIENCE

The applicant is CBRE, Inc. Valuation & Advisory Services (VAS) Group. CBRE, Inc. is the largest commercial real estate services and investment firm in the world tracing its roots to San Francisco in 1906. CBRE is based in Dallas, Texas and operates more than 500 offices worldwide and has clients in more than 100 countries. Likewise, the proponent's VAS group represents the largest appraisal firm in the world with more than 1,900 valuation professionals, completing in excess of 470,000 real estate valuation and advisory assignments each year. Proponent's principal office and office responsible for appraisal services for this project will be in 438 East Millsap, Suite 103 Fayetteville, Arkansas 72703.

Additionally, CBRE is publicly traded, operates as a corporation, and has been a Fortune 500 company since 2008 (ranked #135 in 2024). CBRE, Inc. rose to #3 on the Baron's 2024 list of 100 most sustainable companies in the U.S., out of the 1,000 largest publicly traded companies by market value. CBRE was the #1 real estate company on the list, which recognizes U.S. corporations that outperform their peers on issues related to employee relations, ethical practices, community support and shareholder performance. Also, CBRE has also been the number one real estate brand by The Lipsey Company for 23 consecutive years.

Our large staff allows for extreme flexibility in scheduling, as well as quick response and delivery times. Our highly qualified staff are well versed in the appraisal of all property types including land (commercial, residential, farms, ranches, etc.), retail, industrial, office, and multifamily. We are also experienced in the valuations of subdivisions, self-storage facilities, and special purpose assets such as schools or churches.

CBRE valuation team members have access to all of the latest technology and software. Our analysts/appraisers utilize Argus Enterprise (AE), Argus Asset Management, Flood Insights, NDC Data, RealFacts, Costar, ESRI, Real Capital Analytics, Hoovers, Hanley Wood Market Intelligence, LoopNet, RealQuest, RealData Apartment Insights, all major Multiple Listing Services and Marshall Valuation Service. Our appraisers also have access to robust in-house research and GIS departments which provides our team members with the most current real estate information available.

CBRE also uses the most current file sharing software. This allows us to receive and transmit large electronic files such as title work, CAD drawings, plats, images, as well as provide seamless and efficient electronic delivery of our appraisal reports to clients.

Our project approach is simple – "get it right the first time". We accomplish this by following an efficient framework and step-by-step protocol from project kickoff to completion. The protocol includes a detailed process from the initial file set up, property inspection, research, analysis, valuation, and report delivery.

Quality & Risk Management (QRM) are critical to the completion of an accurate, supportable, and defensible appraisal. Our QRM control protocol includes an internal peer review completed by an appraiser who holds the MAI designation.

CBRE has a proven track record providing right-of-way appraisal and appraisal review services for various right-of-way projects across the country. We are well qualified and have the expertise necessary to complete valuation and advisory services for the City of Fayetteville.

PROJECT TEAM

Who we are

At CBRE, we understand that accurate and reliable valuations are critical to the success of every real estate investment, which is why we offer our clients unique perspectives and access to the largest valuation database and the most valuable proprietary data in the industry.

As technology and connectivity continue to reshape the global marketplace, our clients rely on our ability to deliver high-quality, consistent, market-leading valuations. We leverage our industry expertise, innovation and proven processes to deliver exceptional valuation, advisory and consulting services across all property types and geographies.

We do all of this with one key objective in mind: enabling our clients to make confident, informed business decisions.

We trust you will find our breath and depth of services useful to your business strategies and invite you to get to know CBRE's valuation professionals across the globe. We look forward to working with you in the near future.

CBRE's Valuation & Advisory Services professionals are the leading valuation, advisory and consulting authorities in the real estate industry.

Investment and commercial banks, financial institutions, corporations, superannuation funds, investors, property owners, REITs and government agencies from around the globe use our services to meet their business objectives.

All CBRE valuations are prepared in compliance with Global, Country or Regional standards and regulations.

What we do

CBRE provides comprehensive valuation, advisory and consulting services for real estate owners, investors and lenders, combining our specialized expertise and premier technologies to deliver industry-leading valuation reports and analysis.

We leverage our unparalleled perspectives, scale and connections to deliver exceptional client outcomes through real estate solutions that drive value. Our approach to Valuation & Advisory Services is comprised of three core principles:

– Commitment to excellence and quality risk management

– Industry-leading technology platforms and data accessibility

– Global coverage and serviceability

It is our dedication to these principles that distinguishes CBRE's valuations for our clients, offering exclusive insights that lead to exceptional outcomes.

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. We also have numerous other qualified team members that can be assigned to projects depending on the scope and timeframe of the City of Fayetteville projects.

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. We also have numerous other qualified team members that can be assigned to projects depending on the scope and timeframe of the projects.

CBRE's Appraisal Team			
Real Property Appraisal Team	**AR License #**	**Yrs. of Experience**	**Role/Responsibility**
Brian Kenworthy, MAI	CG3496	14	Appraiser of Record / Project Manager
Jake White	CG3691	10	Senior Appraiser
Nathan Broyles	CG2884	17	Senior Appraiser
Max Fanning	CG3800	10	Senior Appraiser

Appraiser of Record/Project Manager
Brian Kenworthy, MAI is a First Vice President with CBRE's Valuation & Advisory Services group in Fayetteville, Arkansas. Mr. Kenworthy has 14 years of real estate appraisal and consulting experience, including research, analysis and appraisal of properties for lending, litigation, right-of-way and other purposes under eminent domain.

Mr. Kenworthy currently specializes in multi-housing residential properties but has a wide range of additional experience including property types such as vacant land, retail, office (professional and medical), industrial, hotel/motel, special-purpose, residential and commercial subdivisions, agricultural, and recreational. Mr. Kenworthy's clients have included financial institutions, government agencies, attorneys, accountants, local business and individuals, national and multi-national businesses, etc. He has prepared appraisal reports for financing purposes, estate planning, tax appeals, litigation support, condemnation, and conservation easements, among other things. Eminent domain related projects worked on by Mr. Kenworthy include clients such as Arkansas Department of Transportation, Beaver Water District, the City of Springdale, the City of Fayetteville, the City of Bentonville, the City of Lowell, O.R. Colan, Volkert, Universal Field Services, Pinnacle Consulting Management Group, Contract Land Staff, Halff and Associates, etc.

Additional information relative to Mr. Kenworthy's qualifications and state certification can be found in the addenda of this response.

Senior Appraiser
Jake White is a Vice President with over 10 years of real estate appraisal and consulting experience. Mr. White is in the Valuation & Advisory Services group's Fayetteville, Arkansas office in the South-Central Region. While he has performed valuation services on almost every property type, Mr. White specializes in the valuation of multi-tenant retail, multitenant office and medical/dental office property types. Mr. White is a member of the CBRE National Medical Office Team. His clients include financial institutions, individual and corporate property owners and attorneys.

Additional information relative to Mr. White's qualifications and state certification can be found in the addenda of this response.

Senior Appraiser
Nathan Broyles is a senior valuation associate at the Valuation and Advisory Service Groups Northwest Arkansas office in the South-Central Region. Mr. Broyles started his appraisal career in Cabot, Arkansas, and now has seventeen years of professional experience in real estate and consulting. Mr. Broyles specializes in right-of way/ eminent domain valuation. Prior to joining CBRE, Mr. Broyles was a staff appraiser for the Arkansas Department of Transportation (ARDOT), where he worked for nine years. When Mr. Broyles left ARDOT, he was a Lead Appraiser. Mr. Broyles has been accepted as an expert witness in several jurisdictions in the State of Arkansas, and while working with ARDOT, he was able to work on projects in every part of Arkansas. Mr. Broyles also has experience appraising properties for Commercial and Residential lending institutions, where he covered Central and Southwest Arkansas.

Additional information relative to Mr. Broyles' qualifications and state certification can be found in the addenda of this response.

Senior Appraiser
Maxwell Fanning is an Vice President within the Valuation and Advisory Services Group's Northwest Arkansas office in the South-Central Region. Mr. Fanning started his appraisal career with CBRE's Northwest Arkansas Office and has over ten years of professional experience in real estate appraisal in Northwest Arkansas. While he has experience with a wide variety of property types, Mr. Fanning specializes in the valuation of retail and office properties. His additional experience includes of wide variety of property types including, but not limited to, vacant land, industrial, special-purpose and agricultural land. His geographic focus includes Arkansas, eastern Oklahoma and southwest Missouri. His clients include financial institutions, government agencies, attorneys, accountants, local businesses, national and multi-national businesses, developers and individuals.

Additional information relative to Mr. Fanning's qualifications and state certification can be found in the addenda of this response.

Associate Appraiser/Research Assistant
Associate Appraiser/Research Assistant will provide support data for the Senior Appraisers and to the Appraiser of Record. Associate Appraisers will be involved in the actual preparation of the appraisal report and in any valuation analysis.

Support/Administrative Staff
The support/administrative staff will be responsible for coordinating initial subject data into physical and electronic files, provide contract support and process invoices.

PROJECT EXPERIENCE

CBRE is extremely familiar with Fayetteville and has completed over 256 assignments within the city over the last 36 months. Within the state of Arkansas, CBRE has completed approximately 3,377 valuation and advisory assignments over the same timeframe. These assignments involved a variety of commercial properties including, multifamily, single and multitenant office, single and multitenant industrial, single and multitenant retail, subdivisions, unimproved land, convenience stores, self-storage facilities, automotive dealerships, special purpose properties, etc.

CBRE's extensive experience combined with our depth and breadth of staffing differentiates our firm from others in the market. CBRE's Arkansas team consists of 4+ appraisers that specialize in various property types with numerous team members with experience condemnation/eminent domain-related projects. Our team members are qualified and routinely provide litigation support and expert witness testimony if needed.

CBRE's clients include numerous public entity clients including many state, county, and local municipalities. CBRE has a proven track record for completing appraisals for public entity clients across the state of Arkansas and has high performance results.

Below is a partial list of comparable project experience.

- 54 appraisals of various property types for new alignment associated with the Springdale Bypass
- 43 appraisals of various property types for improvements to the Highway 62 Interchange with Interstate 49 in Fayetteville
- 160 appraisals of various property types for the widening of AR Highway 112 from Tontitown to the existing Springdale Bypass
- 28 appraisals for the City of Bentonville for partial acquisitions for City projects
- 41 appraisals of various property types for the widening of U.S. Highway 79 South in Pine Bluff
- 119 appraisals of various property types for the widening of State Highway 10, in Little Rock

We are also in the process of completing additional appraisals for eminent domain-related projects throughout Northwest Arkansas.

Additional examples of our project experience can be provided upon request.

Current Workload and Meeting Deadlines

CBRE and Mr. Kenworthy take pride in completing assignments on or before due dates. As an ongoing business entity, CBRE has developed a reputation for being responsive to the needs of our clients. Utilizing an organizational schedule administered by the principals and administrative team, together with regular meetings, a smooth and responsive workflow is maintained by the appraisers and staff.

Although backlogs vary from day to day, leveraging our large appraisal team and the use of technology to manage large amounts of data, we can deliver independent and supportable right of way appraisals in a time frame tailor to meet client and project needs. Completion of individual appraisal assignments within 21 days of receiving all necessary project documents is in line with our current business practices. Ultimately, we will work with the City of Fayetteville to complete projects in an agreed timeline.

Mr. Kenworthy and the project team are currently involved with four other projects for eminent domain purposes, as well as appraisal assignments for other intended uses. We have the ability to add additional projects to our workload, and can also add additional team members as necessary. Typical projects can be

completed within 60-90 days from notice to proceed, given that all necessary documentation is available. The project timeline can be adjusted based on the size of the project and the needs of the client.

Based on our depth and breadth of staffing, CBRE has no concerns about our ability to be available during the project timeline. We will dedicate a project team to this assignment.

Benefiting from being part of a $20 billion (annual revenue) company, CBRE Valuation's industry leading technology platform and access to proprietary data provides the foundation for us to provide more capacity than the City of Fayetteville would ever need. We provide ROW valuation solutions using local appraisers, and if additional capacity is needed, we draw upon regional and even national resources. This provides virtually limitless capacity.

CBRE has the capacity to serve the City of Fayetteville solving for all your valuation needs.

In addition, CBRE has a proven track record of providing valuation and advisory services for state, regional, and local governmental entities including counties, cities and other municipalities. The team assembled for this effort includes some of the most experienced and knowledgeable. All have a proven ability to deliver high-quality, well-designed projects. This group also has the financial strength and resources to deliver the project in a timely and cost-effective manner to meet the City of Fayetteville's requirements. Linking our knowledge from thousands of projects with highly coordinated research, appraisal, reporting and project management, we deliver quality, cost-effective right of way appraisals and consulting assignments in a timely and consistent fashion.

Brian Kenworthy, MAI, Project Manager, will be the main point of contact for the duration of the project. Mr. Kenworthy is willing and able to provide periodic status updates and attend any and all meetings during the project. Multiple Senior Appraisers, Appraisal Trainees and Administrative Assistants are available to assist in researching and providing project assistance as volume dictates. CBRE has strategically cross-trained many appraisers to provide valuation services to our governmental clients. Our history of turning in assignments on-time, having the labor resources and expertise allows us to complete potential projects.

All staff assigned to the City of Fayetteville projects will be 100% available to service delivery commitments made to the Utility.

References

Organization Name:	Universal Field Services
Client Name:	Bart Waits, R/W-NAC | Project Manager
Address:	6737 South 85th East Avenue, Tulsa, Oklahoma 74133
Client Telephone:	(918) 494-7600
Client Email:	bwaits@ufsrw.com
Work Performed:	Appraisals for right-of-way acquisition on projects throughout Northwest Arkansas.

Organization Name:	Volkert, Inc.
Client Name:	James F. Braden | Project Manager Arkansas
Address:	2102 Riverfront Drive, Suite 100, Little Rock, Arkansas 72202
Client Telephone:	(501) 944-0701
Client Email:	james.braden@volkert.com
Work Performed:	Appraisals for right-of-way acquisition on projects throughout Northwest and Central Arkansas.

Organization Name:	Beaver Water District
Client Name:	Bill Hagen Burger, P.E. | Chief Operating Officer
Address:	301 North Primrose Road, Lowell, Arkansas 72745
Client Telephone:	(479) 756-3651
Client Email:	bhagenburger@bwdh20.org
Work Performed:	Appraisals for the Western Corridor water transmission line project.

APPRAISAL PROCEDURE

CBRE's has a successful record of completing valuations and advisory services on a variety of projects involving acquisitions of real property including residential and commercial property for roadways, oil & natural gas pipelines, electric transmission lines, drainage improvements, waterlines, sewer lines, utilities, voluntary buyouts, and other infrastructure projects.

Our qualifications demonstrate our experience and ability to comply with all federal, state, county, and local requirements. Our diversified client base speaks to our past performance relative to the quality of our services as well as the timely delivery of our valuation and advisory services.

Demonstrated Understanding of The Scope of The Project

All of our appraisal work is completed pursuant to the *Uniform Standards of Professional Appraisal Practice* (USPAP), and all appraisals prepared for potential acquisition purposes, subject to an eminent domain action, are also prepared in compliance with the State of Arkansas Appraiser Licensing and Certification Board. When appropriate, we prepare full and partial acquisition appraisals subject to the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or Yellow Book).

Appraisal assignments would be completed with the use of the most appropriate valuation methods for the specific property type. These include the Sales Comparison Approach, the Income Approach, and the Cost Approach. We understand that the City of Fayetteville is looking for appraisals to be completed for the following: land acquisitions, (including easements), residential, and commercial properties.

In the process of completing appraisals of acquisitions, subject to State of Arkansas Appraiser Licensing and Certification Board, we give full consideration to possible severance damages and benefits that may accrue to the remainder parcel as a result of the acquisition and project. We are very experienced in preparing damage studies that are well researched and have been accepted by the courts when we are called to testify. When we conclude that there are damages, every attempt is made to quantify benefits that accrue to the remainder, as benefits can be utilized to offset severance damages. In the State Rule, benefits may not offset the value of the actual acquisitions.

When reports are prepared to meet the guidelines of UASFLA a complete before and after analysis is required. The Federal Rule differs from the State Rule in that benefits can offset the value of the parts taken. However, it should be noted that when applying the Federal Rule, a direct calculation of the value of the parts acquired, damages and benefits is not undertaken. Rather the property is apprised in its before condition and this is compared the what the value of the property would have been on the date of value if the project were implemented, and the acquisitions already made. The difference between the before and after valuations results in the value of the proposed acquisitions.

Appraisal Process

A general overview of the typical appraisal process is provided on the following page. Please note that this process will be modified as needed based on the specific scope of work, appraisal requirements, intended use, and intended users.

A summary of the typical valuation process is provided below. Please note that this process will be modified as needed based on the specific scope of work, appraisal requirements, intended use, and intended users.

THE VALUATION PROCESS

STEP 1 IDENTIFICATION OF THE PROBLEM

Identify client and intended users	Identify the intended use	Identify the purpose of the assignment (type and definition of value)	Identify the intended use	Identify the relevant characteristics of the property	Identify assignment conditions

STEP 2 SCOPE OF WORK DETERMINATION

STEP 3 DATA COLLECTION AND PROPERTY DESCRIPTION

Market Area Data General characteristics of region, city and neighborhood	**Subject Property Data** Subject characteristics of land use and improvements, personal property, business assets, etc.	**Comparable Property Data** Sales, listings, offerings, vacancies, cost and depreciation, income and expenses, capitalization rates, etc.

STEP 4 DATA ANALYSIS

Market Area Data Demand studies Supply studies Market ability studies	**Highest and Best Use Analysis** Land as through vacant Ideal Improvement Property as Improved

STEP 5 LAND VALUE OPINION

STEP 6 APPLICATION OF THE APPROACHES TO VALUE

Sales Comparison Approach	Income Capitalization Approach	Cost Approach

STEP 7 RECONCILIATION OF VALUE INDICATIONS AND FINAL OPINION OF VALUE

STEP 8 REPORT OF DEFINED VALUE

Project Approach

Non-Eminent Domain Related Appraisals

CBRE VAS considers all applicable approaches to value in each appraisal and uses accepted methodologies that are appropriate for the type of property being appraised. Scope of work and appraisal formats are discussed with the client in advance in order to meet with the client's objectives.

Eminent Domain/Condemnation Related Appraisals

Our efforts will at all times be centered on our profound respect for property rights. This includes both the property owner's right to full use and enjoyment of their property and the client's right to acquire all necessary property rights for public or private use. This perspective will guide our efforts toward just compensation and to allow the client to acquire rights-of-way and to minimize the amount of litigation.

Our process, once authorized, typically will follow this general framework. Please note that once engaged, we will consult with the client to customize an appraisal process to meet the needs of the contract.

Property Owner Notification (as needed): At commencement of engagement, CBRE will identify the properties to be appraised with information such as address, tax parcel identification number, owner of record, type of property, site size, and building size. Upon collection of the parcel specific information, CBRE will prepare letters to the owners of record for each parcel. These letters will outline the scope of the project and the purpose and use of the proposed acquisition in fee and/or easement. Letters will be delivered via certified mail to the owners of record within approximately one business week from commencement of engagement. CBRE will be responsible for the cost of delivery of the certified letters.

Front-End File Development: In conjunction with development of the market study if requested, our administrative staff, in conjunction with one of our ROW valuation experts, will develop individual files for each parcel in the project. Each file will contain all correspondence with property owner of record, assessor records, floodplain maps, zoning maps, surveys of the whole property and proposed acquisition, legal descriptions of the whole property and proposed acquisition, title commitments, ROW maps, easement documents, aerials, etc. Development of files is anticipated to be completed within approximately two weeks after commencement of engagement.

Inspection and Property Owner Interaction: Within one to two weeks after our administrative staff have mailed certified letters to the owners of record, we would anticipate return responses from the property owners. During this correspondence period, CBRE would attempt to set up inspections of the identified parcels. As needed, CBRE staff will send out an additional letter, via certified mail, which outlines the information which CBRE will be requesting in order to complete the appraisal assignment.

An appraiser/ROW expert will attend each property inspection and insist on providing each property owner the opportunity to articulate the project's effect on their property. This will improve the chances of delivering the most just compensation and decrease the chances of litigation. The inspections of the parcels would include an inspection of the interior and exterior of all improvements located on the parcel as well as an inspection of the proposed acquisition. However, please note that our detail of inspection will be contingent on the cooperation of the landowner of the Parcel affected by the Project.

Valuation: Applying the market data and feedback from the property inspection and meeting with the owners, the CBRE team will analyze the property and determine the just compensation due to the property owner.

The appraisal reports will be written according to the applicable requirements and guidelines with market value definition being based on current Federal and State standards. The development of the appraisal will consider all relevant facts and aspects of the property being appraised and the proposed acquisitions in fee and/or easement.

If there are damages, CBRE will estimate the cost to cure and effective age of the improvements within the proposed acquisition and any effect(s) to the remainder after the acquisition. Our analysis may utilize sources such as the Marshall & Swift Valuation Guide and/or construction cost estimates developed by outside consulting firms. Further, depending on the complexity of the appraisal assignment, CBRE, Inc. may consult with a certified land planner to determine appropriate land use plans and designs in the cost to cure and remainder after scenario.

Report Delivery: CBRE's Arkansas ROW Valuation Team consists of 4+ dedicated appraisers that specialize in various property types and are experienced in right-of-way projects. Additional support is provided by 4+ appraisers who are located in our Southern Region who have valuation experience involving multiple property types, including aviation related assets. Ultimately, we will staff the project to meet the scope of the project within the required delivery time.

We would anticipate receiving review comments (if any) from the designated representative within a reasonable time frame upon delivery of the Appraisal Report. Upon receipt of any suggested revisions, we would deliver a revised Appraisal Report within three business days, or sooner if needed.

Appraisal Reports/Formats

Appraisals formats will be based on the complexity, scope of work, and intended use of the appraisals. Appraisals will be completed in accordance with an conform to applicable standards. This could include the Uniform Standards of Professional Practice, Uniform Appraisal Standards for Federal Land Acquisitions (aka “Yellow Book”), 49 CFR Part 24/Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and others if applicable.

Quality Assurance/Quality Control

The review process is an essential part of the appraisal process. It is at this point of the assignment that critical thinking and analytical skills are utilized by an objective party to confirm or critique all aspects of the appraisal report, including the non-textual parts such as photos, maps, exhibits, addenda, etc.

CBRE Right-of-way (ROW) appraisal projects will undergo three levels of internal review:

1. Right-of-Way Testifying Expert Review
2. CBRE Management Review
3. Right-of-Way Scrub Review

Right-Of-Way Testifying Expert Review

At least one ROW Testifying Expert will be assigned to each parcel. This expert will direct appraisal assignments within the project. Professionals and Testifying Experts should discuss the assignments up front and periodically throughout to ensure all client expectations are being met. ROW Testifying Experts are selected based on their experience and credentials and should be knowledgeable in current approved methodologies and applicable case law.

The ROW Testifying Expert will ensure:

- Only client approved appraisers are assigned, inspect subject properties and complete assignments (sign the certification and report). In most cases, it is acceptable for other licensed appraisal staff to significantly contribute, if this is approved by the client and adheres to USPAP.
- Consistency is maintained within the project regarding methodology, data used, value component conclusions and value conclusions. This will be accomplished through project review and audit.

- Proper right-of-way valuation methodology is utilized. The Testifying Expert will work with assigned appraisers to resolve questions regarding right-of-way specific valuation issues, as well as current case law application.
- Compliance with State guideline.
- Proper report format utilized in the preparation of reports.

CBRE Management Review

CBRE VAS requires all appraisal reports to be reviewed by MAI-designated Management. Managers include all employees with titles of Managing Director (MD), Senior Managing Director (SMD), Executive Managing Directors (EMD) and sometimes Director.

For every assignment, the Reviewer is required to complete a thorough review of the items in the report as outlined in the VAS Practice Area Guidelines (PAG) and as endorsed by the Appraisal Institute. This review and approval is mandatory.

Key areas of review are:

- Engagement letter and required scope of work
- Unique client requirements were followed
- Applicable ownership history is presented
- All Extraordinary and/or Hypothetical Assumptions are clearly stated
- A detailed review of the entire report encompassing all sections, methodologies including damage/enhancement calculations (if any), etc.

Right-Of-Way Scrub Review

The Right-of-Way Scrub Team will consist of administrative staff that has been trained to identify ROW specific format and clerical issues within an appraisal report. Before a draft or final appraisal can be delivered to the client or an external reviewer, the report must be clerically reviewed by the ROW Scrub Team. This team will perform a final clerical review and will incorporate the project specific review sheet created by the ROW Project Manager(s). The ROW Scrub Team may not alter language or content within the report. If it is necessary to make such alterations, the report will be returned to the appraiser for revision prior to finalizing.

Violations of the Appraisal Act

The project team has no violations of the Appraisal Act or governing standards found justified by the Arkansas Appraiser Licensing and Certification Borad within the past 10 years.

FEES/PRICE

CBRE will review all projects with the City of Fayetteville to determine the most cost effective plan for appraisal services, and will provide project specific fees prior to starting any work. Our fees will include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Appraisals will be quoted on a "per service" price schedule, with any litigation or expert witness testimony being charged on an hourly rate. The following is a sample of our typical rates for appraisal services.

City of Fayetteville
Proposed Fee Schedule for On-Call Appraisal Services
Effective January 1, 2024

Appraisals for Acquisitions/Dispositions not Involving Condemnation/Eminent Domain			
Category of Appraisal Assignment	**Examples of Specific Assignments**	**Complexity of Appraisal Assignment**	
		Non-Complex	**Complex**
Vacant Land	Rural Land; Farm Land; Ranch Land	+/- $2,500	+/- $4,000+
	Residential Lot (1 to 4 family)		
Residential	Single Family (1 to 4 family)	+/- $3,000	+/- $5,000+
Small Commercial	Retail Center (Unanchored)	+/- $3,500	+/- $7,500+
	Office Building; Medical Office		
	Single-Tenant Warehouse		
	Convenience Store; Service Station		
	Office Building; Medical Office		
Large Commercial	Retail Center (Anchored)	+/- $4,000	+/- $10,000+
	Multi-Family Apartments		
	Self-Storage		
	RV/MH Parks		
	Multi-Tenant Warehouse		
Special Purpose	Churches	+/- $3,500	+/- $10,000+
	Educational Facilities		
	Other Special Purposes		

Update Appraisal Fee:	75% of Initial Fee
Litigation and Expert Witness Testimony Fee:	Quoted hourly based on the following:
	Testifying Expert $300
	Appraiser Associate $200
	Research $125
	Administrative $75
Market Study Fee:	+/-$3,500 to +/-$10.000+

Notes:

This information is being provided to summarize a general fee structure. Fees are approximate and are typically quoted on a project specific basis. Fees can vary due a variety of factors such as location, scope of work required, complexity, turnaround time, volume of appraisals, size of project, etc. Fees for specific projects will be negotiated after receipt and review of project-specific documents and agreed to in advance. Fees for court preparation and testimony will be billed at a half day minimum.

CONCLUSION

CBRE has a proven track record of providing valuation and advisory services for state, regional, and local governmental entities including counties, cities and other municipalities. CBRE has the knowledge and expertise to provide appraisal services and expert witness testimony.

Linking our knowledge from thousands of projects with highly coordinated research, appraisal, reporting and project management, we deliver quality, cost-effective right of way appraisals in a timely and consistent fashion.

Any questions or clarifications regarding our response can be directed to the following team member:

Brian Kenworthy, MAI
First Vice President
CBRE Valuation & Advisory Services
(479) 444-2540
brian.kenworthy@cbre.com

CBRE appreciates the opportunity to provide a response to this Request for Proposal (RFP).

ADDENDA

Project Team Qualifications & Licensing

Brian Kenworthy, MAI
Jake White
Nathan Broyles
Max Fanning

PROFILE

VALUATION & ADVISORY SERVICES / NORTHWEST ARKANSAS

Brian J. Kenworthy, MAI

Vice President, Arkansas
T +1 479 444 2540
M +1 864 506 6794
E brian.kenworthy@cbre.com

Clients Represented

- Arvest Bank
- Beaver Water District
- Centennial Bank
- Colliers Mortgage
- Cornerstone Bank
- Encore Bank
- Farm Credit Services
- Federal Aviation Administration
- First National Bank of Fort Smith
- First Security Bank
- General Services Administration
- Generations Bank
- Halff Associates, Inc.
- Legacy National Bank
- O.R. Colan Associates
- Universal Field Services
- U.S. Bank
- University of Arkansas
- Volkert
- Walker & Dunlop

Education

- Georgia State University, J. Mack Robinson College of Business, Atlanta, GA
  - Master of Science in Real Estate
- Clemson University, College of Business and Behavioral Science, Clemson, SC
  - Bachelor of Science, Financial Management in Real Estate
- Appraisal Institute and Other Professional Courses

Professional Experience

Brian Kenworthy is a Vice President in the Valuation and Advisory Services Group's Northwest Arkansas office in the South-Central Region. Mr. Kenworthy started his appraisal career in Atlanta, GA, and now has over twelve years of professional experience in real estate appraisal and consulting in Northwest Arkansas. As a Vice President, Mr. Kenworthy specializes in the valuation of multi-family residential properties, both existing and proposed. He also leads a team of appraisers that provide appraisals services for right-of-way/eminent domain purposes. His additional experience includes a wide variety of property types such as vacant land, retail, office (professional and medical), industrial, hotel/motel, special-purpose, residential and commercial subdivisions, agricultural, and recreational. His geographic focus includes Arkansas, eastern Oklahoma and southern Missouri. His clients include financial institutions, government agencies, attorneys, accountants, local businesses, national and multi-national businesses, developers, and individuals.

Prior to joining CBRE in 2018, Mr. Kenworthy was an Appraiser at a local appraisal firm in Fayetteville, Arkansas. In addition to preparing appraisal reports for financing purposes, Mr. Kenworthy has experience with preparing appraisals for estate planning, tax appeals, litigation support, eminent domain, conservation easements, and lease consulting.

Professional Affiliations

APPRAISAL INSTITUTE

- Appraisal Institute, Designated Member (MAI)
- Green Country and Ozark Mountain Chapter
  - Vice President 2022 – Present
  - Secretary 2020 – 2022
  - Treasurer 2016 – 2017 and 2019 – 2020
  - Board Member 2017 – 2019

Accreditations

CERTIFIED GENERAL REAL ESTATE APPRAISER

- State of Arkansas, No. CG3496
- State of Oklahoma, No. 13478CGA

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ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
Brian Kenworthy

License #: CG 3496

has complied with the requirements of
Arkansas Code Section §17-14-201 et seq,; and
is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2024
Expiration Date

Chairman

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attest That

BRIAN KENWORTHY

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all the requirements of Arkansas Code Annotated, Section § 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

JUNE 13, 2012
Date Issued

CG3496
Certificate Number

Chairman, AAL & CB

PROFILE

VALUATION & ADVISORY SERVICES / NORTHWEST ARKANSAS

Jake White

Senior Appraiser, Fayetteville, AR
T +1 479 444 2542
M +1 479 387 1457
E jake.white@cbre.com

Clients Represented

- Arvest Bank
- Bancorp South
- Bank of the Ozarks
- Citizens Bank
- First Security Bank
- Summit Bank
- Chambers Bank
- Centennial Bank
- Legacy National Bank
- Regions
- Signature Bank
- Bank of Fayetteville
- First National Bank of Fort Smith
- Iberia Bank
- Great Southern Bank
- First Community Bank
- First Western Bank
- Today's Bank

Education

- University of Arkansas
  - Bachelor of Science in Business Administration
  - Financial Management / Investments

Professional Experience

Jake White is a Senior Appraiser in the Valuation & Advisory Services group's Northwest Arkansas office in the South Central Region of CBRE. Located in the Fayetteville office since 2011, Mr. White has more than a decade of real estate appraisal and consulting experience throughout the states of Arkansas, Missouri and Oklahoma. While he has performed valuation services on almost every property type, Mr. White specializes in the valuation of retail, office and industrial property types. His clients include financial institutions, individual and corporate property owners and attorneys.

Professional Affiliations

APPRAISAL INSTITUTE
• Appraisal Institute, Candidate for Designation

Accreditations

CERTIFIED GENERAL REAL ESTATE APPRAISER
• State of Arkansas, No. CG3691
• State of Oklahoma, No. 13156CGA
• State of Missouri, No. 2018002784

Professional Courses

APPRAISAL INSTITUTE
• Uniform Standard of Professional Appraisal Practice (USPAP)
• Advanced Income Capitalization
• Advanced Concepts and Case Studies
• Quantitative Analysis
• Advanced Market Analysis and Highest and Best Use
• Business Practice and Ethics
• General Appraiser Report Writing and Case Studies
• General Appraiser Site Valuation and Cost Approach
• General Appraiser Sales Comparison Approach

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ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
Jacob White

License #: CG 3691

has complied with the requirements of
Arkansas Code Section §17-14-201 et seq,; and
is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2024
Expiration Date

Chairman

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attests that

Jacob F. White

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certification is issued in accordance with all the requirements of Arkansas Code Annotated, Section 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

September 16, 2015
Date Issued

CG 3691
Certification Number

Chairman, AALCB

VALUATION & ADVISORY SERVICES / NORTHWEST ARKANSAS

Nathan Broyles

Clients Represented

- Arkansas Department of Transportation
- Centennial Bank
- Central Arkansas Water
- City of Bentonville
- City of Fayetteville
- City of Greenbrier
- Community Bank of Mississippi
- Diamond Bank
- First Community Bank
- First Security Bank
- First Service Bank
- Homebank of Arkansas
- Peoples Bank
- Regions Bank

Education

- Bachelor degree in Business Administration from Central Baptist College
- Appraisal Institute Courses
- IRWA Courses

Other Professional Courses

Senior Valuation Analyst
T +1 479 249 9518
M +1 501 658 0621
E nathan.broyles@cbre.com
Arkansas State Certified General Appraiser 2884

Professional Experience

Nathan Broyles is a senior valuation associate at the Valuation and Advisory Service Groups Northwest Arkansas office in the South-Central Region. Mr. Broyles started his appraisal career in Cabot, Arkansas, and now has seventeen years of professional experience in real estate and consulting. Mr. Broyles specializes in right-of-way/eminent domain valuation. Prior to joining CBRE, Mr. Broyles was a staff appraiser for the Arkansas Department of Transportation (ARDOT), where he worked for nine years. When Mr. Broyles left ARDOT, he was a Lead Appraiser. Mr. Broyles has been accepted as an expert witness in several jurisdictions in the State of Arkansas, and while working with ARDOT, he was able to work on projects in every part of Arkansas. Mr. Broyles also has experience appraising properties for Commercial and Residential lending institutions, where he covered Central and Southwest Arkansas.

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SARAH HUCKABEE SANDERS
Governor

DARYL E. BASSETT
Secretary of Labor
and Licensing

State of Arkansas

Arkansas Dept of Labor and Licensing
Arkansas State Board of Appraisers, Abstracters, and Home Inspectors
900 W Capitol Ave, Suite 400
Little Rock, AR 72201
PH (501)-296-1843
https://www.arkansas.gov/alcb/

NATHAN BROYLES
100 ROBERTSRIDGE STREET
HOT SPRINGS, ARKANSAS 71901

LICENSE #:
CG2884

THIS CERTIFIES THAT

NATHAN BROYLES

IS LICENSED AS A

Certified General Appraiser

Given under our hand and seal this **24th** day of **Jun, 2024.**

This license expires: **06/30/2025.**

SECRETARY OF LABOR AND LICENSING

VALUATION & ADVISORY SERVICES / NORTHWEST ARKANSAS

Maxwell F. Fanning

Appraiser, Fayetteville, AR
T +1 479 444 2541
F +1 479 442 7806
E maxwell.fanning@cbre.com

Professional Experience

Maxwell Fanning is an Appraiser within the Valuation and Advisory Services Group's Northwest Arkansas office in the South-Central Region. Mr. Fanning started his appraisal career with CBRE's Northwest Arkansas Office and has over ten years of professional experience in real estate appraisal in Northwest Arkansas. While he has experience with a wide variety of property types, Mr. Fanning specializes in the valuation of retail and office properties. His additional experience includes of wide variety of property types including, but not limited to, vacant land, industrial, special-purpose and agricultural land. His geographic focus includes Arkansas, eastern Oklahoma and southwest Missouri. His clients include financial institutions, government agencies, attorneys, accountants, local businesses, national and multi-national businesses, developers and individuals.

Professional Affiliations

APPRAISAL INSTITUTE

- Appraisal Institute, Associate Member (No. 567225)

Accreditations

CERTIFIED GENERAL REAL ESTATE APPRAISER

- State of Arkansas, No. CG3800

Clients Represented

- Arvest Bank
- Bancorp South
- Bank OZK
- Centennial Bank
- Chambers Bank
- Encore Bank
- First National Bank of Fort Smith
- First Security Bank
- Generations Bank
- Great Southern Bank
- Legacy National Bank
- Signature Bank
- U.S. Bank

Education

- University of Arkansas, Sam M. Walton College of Business, Fayetteville, AR
  - Bachelor of Science, Financial Management/Investments
- Appraisal Institute and Other Professional Courses

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ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
This is to certify that
Maxwell Fanning

License #: CG 3800

has complied with the requirements of Arkansas Code Section §17-14-201 et seq,; and is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2024
Expiration Date

Chairman

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attests that

Maxwell F Fanning

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certification is issued in accordance with all the requirements of Arkansas Code Annotated, Section 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

3/6/2018
Date Issued

CG-3800
Certification Number

Chairman, AALCB

Required Forms

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_X_ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: CBRE, Inc.

Primary Contact: Brian Kenworthy, MAI Title of Primary Contact: Vice President

Phone#1 (cell preferred): (864) 506-6794 Phone#2: (479) 444-2540

E-Mail Address: brian.kenworthy@cbre.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: CBRE, Inc.

PHYSICAL ADDRESS: 438 East Millsap, Suite 103, Fayetteville, Arkansas 72703

MAILING ADDRESS: 438 East Millsap, Suite 103, Fayetteville, Arkansas 72703

TAX ID #: 95-2743174 AR. SECRETARY OF STATE FILING #: 100058899

PHONE: (479) 301-2520 FAX: (479) 301-2521

E-MAIL: brian.kenworthy@cbre.com

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

SIGNATURE:

PRINTED NAME: Brian Kenworthy, MAI

TITLE: Vice President DATE: 6/21/2024

END OF RFP DOCUMENT

THANK YOU,

CBRE VALUATION & ADVISORY SERVICES

Prepared By:

Brian Kenworthy, MAI
First Vice President
(479) 444-2540
brian.kenworthy@cbre.com

CBRE ©2024 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. CBRE and the CBRE logo are service marks of CBRE, Inc. and/or its affiliated or related companies in the United States and other countries. All other marks displayed on this document are the property of their respective owners.

RFP 24-11
Cushman & Wakefield
Cushman & Wakefield of Texas, Inc.
Supplier Response

Event Information

Number: RFP 24-11
Title: On-Call Appraisal Services
Type: Request for Proposal
Issue Date: 6/16/2024
Deadline: 7/10/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is now accepting proposals from qualified firms to provide on-call appraisal services for the City of Fayetteville. Any questions regarding this solicitation process shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Cushman & Wakefield Information

Contact: Jason Crump
Address: 5101 Weelis Dr
Suite 300
Memphis, TN 38117
Phone: (901) 257-9996
Email: jason.crump@cushwake.com
Web Address: www.cushmanwakefield.com

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

Jason Crump
Signature

jason.crump@cushwake.com
Email

Submitted at 7/9/2024 04:49:01 PM (CT)

Supplier Note

Thank you for the opportunity to supply this bid.

Requested Attachments

RFP 24-11, On-Call Appraisal Services

RFP 24-11 - Cushman & Wakefield RFP form and Proposal.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Response Attachments

Sample report.pdf

Sample Appraisal Report

Bid Attributes

1	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

Cushman & Wakefield Proposal

On-Call Appraisal Services

RFP# 24-11

Prepared for

City of Fayetteville, AR

July 2024

Executive Summary

July 9, 2024

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701
Sr. Purchasing Agent, Amanda Beilfuss

RE: Request for Proposal # 24-11 – On-Call Appraisal Services for the City of Fayetteville, Arkansas

Dear Ms. Beilfuss:

Cushman & Wakefield appreciates the opportunity to present the City of Fayetteville, Arkansas with our proposal for On-Call Appraisal Services. In response to the Request for Proposals, this document describes our appraisal method, experience, team, and fee schedule.

Our representative for any projects resulting from this RFP would be:

Jason E. Crump, R/W-AC, Senior Director, Infrastructure Practice Valuation & Advisory
5101 Wheelis Drive, Suite 300, Memphis, TN 38117
901.257.9996 | Jason.Crump@cushwake.com

Cushman & Wakefield is a leading real estate services firm with a Valuation & Advisory Team comprised of professionals experienced in all aspects of real estate appraisal. Valuation services include appraisal and consulting, feasibility studies, market and highest and best use studies, and advisory services. Further, we have a specialized Infrastructure Practice Group that is accustomed to handling appraisal assignments for easement advisory and right-of-way projects of varying sizes and complexities, including on-call or multi-parcel assignments. Our firm conducts valuation and consultation services relating to municipalities of all sizes including federal, state, local, and tribal government entities. We are committed to quality, timely services, and implement our resources and team members to ensure we meet agreed upon deadlines.

Our team has experience in a variety of asset types, including:

- Commercial
- Industrial
- Highways
- Greenways and other corridors
- Rural/Agriculture
- Multifamily
- Railroad corridors
- Pipelines
- High tension power lines
- Airports and hangars

- State and federally owned properties
- Gravel pits
- Equestrian and cattle farms
- Floodways
- Conservation easements
- Electric vehicle charging stations

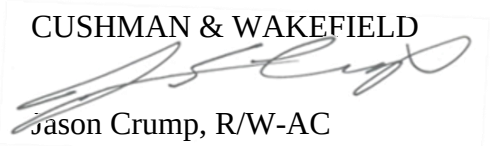
Given our specialized Infrastructure Practice Group, we are also uniquely qualified in valuation needs unique these government bodies. Right of way assignments include partial acquisitions as well as total acquisitions, including:

- Right of Way
- Utility Easements
- Greenways and other corridors
- Special Purpose
- Highways
- Litigation & Expert Witness Testimony
- Multifamily
- Railroad corridors
- Rural/Agriculture
- Commercial
- Industrial

We appreciate the opportunity to provide this proposal. Should you have any questions, or require additional information regarding our response, please do not hesitate to contact us at any time to discuss.

Respectfully Submitted,

CUSHMAN & WAKEFIELD



Jason Crump, R/W-AC
Senior Director, Infrastructure Practice Valuation & Advisory
901.257.9996 | Jason.Crump@cushwake.com

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Methodology

Understanding & Approach

We understand the City of Fayetteville is seeking qualified firms to provide on-call appraisal services as described in their statement of work, including right of way, easement advisory, acquisition, before and after values, and fee simple valuation. Cushman & Wakefield is exceptionally qualified and prepared to provide such services. Our firm includes a Valuation & Advisory department with a dedicated Infrastructure Practice Group experienced in preparing valuation assignments for government entities of all sizes.

We prepare reports in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), in addition to any agency specific guidelines including the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards). We are well-versed in all common property types, as well as a variety of specialty property types, right-of-way, and acquisition assignments.

Our firm is accustomed to handling projects of all sizes and complexities, including large, multiparcel right-of-way assignments. Our Infrastructure Practice Group works on assignments ranging from single-parcel on-call appraisals to projects consisting of hundreds of parcels. We are experienced in a vast range of valuation and advisory services including appraisal, consulting, feasibility studies, highest and best use studies, market analysis, and other advisory services.

Collaboration is key to our project team's performance and ensures efficiency and success in achieving objectives. When contracts are awarded, our administrative staff and research team sets up work files and sorts information from clients to begin basic tax and GIS research on subject properties. Appraisers make contact and discuss the project with client and property owners, if applicable. We perform property research, such as verifying zoning and taxes and tracking comparable properties. Reports are reviewed by a senior Cushman & Wakefield quality control professional versed in the market or region. Every valuation report is prepared and/or reviewed and signed by a senior designated Cushman & Wakefield professional.

Our team works cohesively to ensure we meet agreed upon deadlines with high-quality reports.

Example of Appraisal Procedure

The Statement of Work notes appraisals will be needed to determine values related to proposed right of way, permanent utility easements and temporary construction easements, acquisition, before and after appraisals, fee simple, easement, etc. Our team is well-versed in all of these valuation types. As example, we will outline our process to analyze acquisition of a parcel.

This process begins with data collection and inspection of the property. One must also initially identify the impacts of the acquisition on the property and assess the effects of the acquisition on the remainder. This is achieved through a series of steps including:

- Reviewing plats and plans of the proposed taking, proposed utilities, grade changes, access changes, etc.
- Discussing the specific parcel with the engineering group to make sure nothing is overlooked and plans accurately reflect the proposed changes.
- Discussing expected impacts with property owners and representatives, noting concerns in the report.

Once the changes are understood and documented, the appraiser can begin to value the property 'after the taking,' valuing the property under the hypothetical condition that the project is completed as of the effective date. The valuation after the taking includes any benefit or diminution in value to the remainder. The appraiser may also appraise the part acquired depending on the jurisdictional requirements. The appraiser will select new comparables as needed to reflect the subject's characteristics after the taking.

Any severance damages and costs to cure must also be calculated. Severance damages must be supported with market-based evidence, such as paired sales, setback studies, parking studies, market participant interviews, etc. Cost to Cure is best supported by independent engineering reports, which design the cure and include the expected cost to complete. Finally, if the property is improved and relocation is required, appraisers must coordinate with relocation agents to ensure compliance and associated costs of relocation and site clearance.

Experience

Project Experience

Cushman & Wakefield is a leading real estate services firm. Our Valuation & Advisory team is comprised of professionals experienced in all aspects of real estate appraisal, including a specialized Infrastructure Practice Group with experience specific to right of way and acquisition appraisal services and easement advisory reports. Complexity of reports have ranged from uncomplicated to highly technical and those involving litigation and testimony. We are experienced in a vast range of additional services including consulting, feasibility studies, highest and best use studies, and advisory services. We offer valuations in compliance the Uniform Standards of Professional Appraisal Practice (USPAP), as well with the Uniform Appraisal Standards for Federal Land Acquisition compliance (Yellow Book).

Our highly trained team is experienced in an array of asset types unique these government bodies. Right of way assignments include partial acquisitions as well as total acquisitions, including:

- Right of Way
- Utility Easements
- Greenways and other corridors
- Special Purpose
- Highways
- Litigation & Expert Witness Testimony
- Multifamily
- Railroad corridors
- Rural/Agriculture
- Commercial
- Industrial

Our team is versed in a variety of property types, ranging from common to special use. A sampling of these property types includes:

- Commercial
- Industrial
- Highways
- Greenways and other corridors
- Rural/Agriculture
- State and federally owned properties
- Gravel pits
- Equestrian and cattle farms
- Multifamily
- Railroad corridors
- Pipelines
- High tension power lines
- Airports and hangars
- Floodways
- Conservation easements
- Electric vehicle charging stations

Cushman & Wakefield takes pride in providing services to government clients. Assisting federal, state, and local governments with their real estate valuation and strategy needs is something our team has done consistently over our history. Over the past decade, our team has provided valuation and advisory services to a vast number of government authorities.

Cushman & Wakefield's deep bench of highly talented valuation professionals, state of the market technology platform and dedicated portfolio team management enables the firm to execute assignments efficiently and expeditiously. We have a talented team of six Arkansas licensed appraisers whose recent project work includes:

- An ongoing 16-parcel roadway project in Bentonville, AR
- An ongoing 11-parcel roadway project in West Memphis, AR
- A 40-parcel project in Greenwood, AR for ArDOT from June 2023 to February 2024
- An 18-parcel project for ArDOT in Paragould, AR
- A single-parcel project for ArDOT in Cabot, AR.

Our Infrastructure Practice Group's specialization in right of way and eminent domain projects allows capacity to take on-call assignments at any time. We work on projects ranging from single-parcel on-call appraisals to projects consisting of hundreds of parcels. We have a national presence, and complete thousands of parcel reports every year.

This team is accustomed to handling projects of all sizes and complexities. In addition to the team of appraisers, our firm has a dedicated research team to assist in identification of subject properties and gathering basic information on each property assignment in order to maximize time and efficiency. This system ensures our workload is consistently sufficient to take on on-call projects of any size on an as-needed basis and meet agreed upon deadlines.

We are not aware of any violations of the Appraisal Act or governing standards found justified by the Arkansas Appraiser Licensing and Certification Board within the past 10 years.

Key Personnel

Cushman & Wakefield's comprehensive approach to valuation and advisory ensures services are performed in a timely, efficient manner, and yield top results. Our process ensures that inspections are scheduled and conducted appropriately, and our dedicated research team, guarantees background information is aptly handled, such as investigating zoning, parcel history, and existence of encumbrances. Our appraisal team is experienced in right of way, eminent domain, easement advisory, acquisition, and determining before and after values.

Each assignment is staffed by the most qualified personnel within the firm, dictated by location of the asset, prior experience of the respective personnel with the asset, and/or location and the type of asset.

Appraisal Team		
Jason E. Crump, R/W-AC	AR License # CG-4262	Project Team Lead. Provides strategic planning and guidance on projects and deliverables. Prepares USPAP compliant appraisal reports. Experienced in appraisals relating to right of way, eminent domain, easements, acquisitions, before and after values, with 17 years experience.
Jed R. Cook, MAI	AR License # CG5198	Prepares USPAP compliant appraisal reports. Experienced in appraisals relating to right of way, eminent domain, easements, acquisitions, before and after values, with 10 years experience.
Gina Phalen, MAI, SR/WA, R/W-AC	AR License # CG-4994	Prepares USPAP compliant appraisal reports. Experienced in appraisals relating to right of way, eminent domain, easements, acquisitions, before and after values, with 10 years experience.
Kirk McCoy, MAI, CCIM	AR License # CG-5133	Prepares USPAP compliant appraisal reports. Experienced in appraisals relating to right of way, eminent domain, easements, acquisitions, before and after values, with 19 years experience.
Jason D. Pace	AR License # CG-5144	Prepares USPAP compliant appraisal reports. Experienced in appraisals relating to right of way, eminent domain, easements, acquisitions, before and after values, with 6+ years experience.
David W. Moore, MAI	AR License # CG-5135	Prepares USPAP compliant appraisal reports. Experienced in appraisals relating to right of way, eminent domain, easements, acquisitions, before and after values, with 5+ years experience.
Frank Fassl	AR License # CG-5136	Prepares USPAP compliant appraisal reports. Experienced in appraisals relating to right of way, eminent domain, easements, acquisitions, before and after values, with 6 years experience.
Additional Support		
Executive Oversight	Anthony Alderman, CRE, SR/WA, FRICS	National Infrastructure Practice Lead. Provides executive oversight on deliverables and assists in executive decision making.
Research/Data Management/Appraisal Coordination Team		Team of researchers providing data for use in appraisal reports.

Resumes for each team member follows.

Jason E. Crump, R/W-AC Senior Director

Valuation & Advisory
Infrastructure Practice Group
Cushman & Wakefield

Professional Expertise

Mr. Crump serves as a Senior Director for Valuation & Advisory where his expertise supports the Infrastructure Practice Group. He has experience in managing and appraising large scale right-of-way projects for public and private entities. Assignments include the valuation of partial acquisitions for local, state, and federal transportation projects as well as projects for power transmission lines, pipelines, and other utility related projects. Additionally, he has experience in testifying in over a hundred eminent domain proceedings.

Prior to joining Cushman & Wakefield, Mr. Crump was in a similar role at JLL Valuation & Advisory Services and its predecessor, Integra Realty Resources – Houston. He joined IRR in 2007 as an appraiser and analyst supporting the right-of-way team.

Memberships, Licenses, Professional Affiliations and Education

- Right of Way Appraisal Certified, International Right of Way Association
- Certified General Real Estate Appraiser in the following states:
  - Arkansas - CG-4262
  - Florida - RZ4171
  - Kansas - G-3310
  - Louisiana - APR-04448-CGA
  - Maryland - 34224
  - Mississippi - GA-1336
  - Oklahoma - 13460CGA
  - Pennsylvania - GA004587
  - Tennessee - 5711
  - Texas - 1380229G
  - Virginia - 4001018309
- Bachelor of Business Administration, Finance - University of Houston

Jed R. Cook, MAI Senior Director

Valuation & Advisory
Cushman & Wakefield of Colorado, Inc.

Professional Expertise

Mr. Cook began his appraisal career in early 2004 working for J. Philip Cook and Associates, and effectively worked with the same group for 18 of the past 20 years. The focus of his practice has primarily been on eminent domain, as well as litigation support, lending, tax appeals, feasibility studies, divorce and estate planning,

Mr. Cook has experience in numerous property types, including but not limited to, industrial, retail, office, single and multifamily residential, subdivision development, hotels and hospitality, a variety of types of vacant land (industrial, commercial, multifamily, recreational, agricultural, investment speculation), water rights, hazardous waste facilities, landfills, conservation easements, right-of-way easements, air rights, utility and access easements, self-storage facilities and gravel pits.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute. As of the current date, Jed R. Cook, MAI has completed the requirements of the continuing education program of the Appraisal Institute
- Certified General Real Estate Appraiser in the following state:
  - Utah – 6098903-CG00
- Bachelor of Arts, Arizona State University

Gina Phalen, MAI, SR/WA, R/W-AC
Senior Director Valuation & Advisory
Infrastructure Practice Group
Cushman & Wakefield

Professional Expertise

Ms. Phalen is a Senior Director within the Infrastructure Practice Group for Valuation & Advisory. She has managed and appraised numerous right-of-way projects on both transportation and utility projects over the past decade. She has extensive knowledge on performing complex assignments for eminent domain in all types of real estate and has testified in over 75 Special Commissioners hearings in various counties within the state of Texas.

Prior to joining Cushman & Wakefield, Ms. Phalen was the Managing Director for Transportation at O'Brien Right of Way Valuation in Fort Worth, Texas. She also serves on the Planning & Zoning Commission for the City of Southlake and on the Board for Chapter 36 International Right of Way Association (IRWA).

Memberships, Licenses, Professional Affiliations and Education

- Designated Member of the Appraisal Institute (MAI)
- Senior Right of Way Designated, International Right of Way Association (IRWA)
- Right of Way Appraisal Certified, International Right of Way Association (IRWA)
- Certified General Real Estate Appraiser in the following states:
  - Arkansas – #CG-4994
  - North Carolina – #A8688
  - Oklahoma – #13323CGA
  - Texas – #TX-1380648-G
- City of Southlake, Texas – Planning & Zoning Commission (2018 – present)
- City of Southlake, Texas – Sign Board (2018 – present)
- City of Southlake, Texas – Corridor Committee (2020 – present)
- TxDOT, Oklahoma DOT and North Carolina DOT approved appraiser
- Bachelor of Science, Master of Business Administration**,** Arizona State University
- Coursework accredited by the Appraisal Institute and IRWA
- Eminent Domain Conference, CLE International – 2016, 2018, 2020
- IRWA International Education Conference – 2017, 2019, 2021, 2022

Kirk D. McCoy II, MAI, CCIM Senior Director

Valuation & Advisory | Infrastructure Practice Group
Cushman & Wakefield

Professional Expertise

Kirk D. McCoy II, MAI, CCIM is a Senior Director with Cushman & Wakefield's Valuation & Advisory service line and a member of the Infrastructure Practice Group, which provides eminent domain consultations and right of way valuations among other services. He has more than 19 years of experience in the commercial real estate industry, most recently as a Principal with Stewart, Martin & McCoy (SM&M), where he directed both appraisal and commercial brokerage operations for the firm. His business line included right-of-way appraisals for financial institutions, property owners, government and private institutions. He specialized in eminent domain and provided USPAP- and NCDOT-compliant appraisal reports with governmental and client guidelines.

Previous to the founding of SM&M, he was a Senior Director with Cushman & Wakefield's Valuation Advisory Group for 10 years in both the Atlanta office and Raleigh-Durham office. Over that period, Kirk led valuation professionals responsible for appraisal, tax appeal, and consulting assignments. He is qualified as an expert witness in tax appeal hearings and litigation cases. Previous to Cushman & Wakefield, he was an associate at Enterprise Social Investment Corporation in Columbia, Maryland.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute. As of the current date, Kirk McCoy II, MAI, CCIM has completed the requirements of the continuing education program of the Appraisal Institute.
- Designated Member, CCIM Institute. As of the current date, Kirk McCoy II, MAI, CCIM has completed the requirements of the continuing education program of the CCIM Institute.
- Master's in Business Administration, University of North Carolina at Chapel Hill
- Bachelor of Science in Mechanical Engineering, Florida Agriculture and Mechanical University
- Approved NCDOT Right of Way Appraiser
- Certified General Real Estate Appraiser in the following states:

– North Carolina ♦ A7687	– Arkansas ♦ CG5133	– Texas ♦ 1381374G
– South Carolina ♦ CG6995	– Georgia ♦ 300386	
– Virginia ♦ 4001018594	– Tennessee ♦ 6495	

Jason D. Pace Associate Director

Valuation & Advisory
Infrastructure Practice Group

Cushman & Wakefield

Professional Expertise

Mr. Pace is an Associate Director within the Infrastructure Practice Group for Valuation & Advisory. He has managed and appraised numerous right-of-way assignments on both transportation and utility projects over the past decade. He has extensive knowledge on performing complex assignments for eminent domain in all types of real estate.

Prior to joining Cushman & Wakefield, Mr. Pace was a Senior Analyst at O'Brien Right of Way Valuation in Fort Worth, Texas. He is also a member of Chapter 36 of the International Right of Way Association (IRWA), and a practicing affiliate of the Appraisal Institute.

Memberships, Licenses, Professional Affiliations and Education

- Certified General Real Estate Appraiser in the following states:
  - Arkansas – #CG-5144
  - Texas – #TX-1381092-G
  - Oklahoma – #13663CGA
- TxDOT and Oklahoma DOT approved appraiser
- Master of Science**,** Bachelor of Arts, Texas A&M University
- Coursework accredited by the Appraisal Institute and IRWA
- Eminent Domain Conference, CLE International – 2022, 2023
- IRWA International Education Conference – 2022

David W. Moore, MAI Director

Valuation & Advisory
Infrastructure Practice Group
Cushman & Wakefield

Professional Expertise

David W. Moore, MAI is a Director within the Valuation & Advisory (V&A) Group at Cushman & Wakefield and is a member of the Infrastructure Practice Group, which provides eminent domain consultations and right of way valuations among other services. Since joining Cushman & Wakefield's Valuation and Advisory service line in 2019, Mr. Moore has experience with a variety of property types including industrial, office, multifamily, commercial land, residential subdivisions, rural land and agricultural properties.

Prior to joining Cushman & Wakefield, Mr. Moore held a position as associate appraiser with Parker Property & Appraisals, Inc. in Athens, GA where he gained valuable expertise with a variety of commercial property types and land. Prior to becoming an appraiser, Mr. Moore was a commercial real estate salesperson with VIP Realty Services, Inc. in Augusta, GA who focused on commercial sales and leasing and site selection for developers.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute. As of the current date, David W. Moore, MAI has completed the requirements of the continuing education program of the Appraisal Institute
- Associate Member, American Society of Farm Managers and Rural Appraisers (ASFMRA)
- Member, International Right of Way Association (IRWA)
- Approved NCDOT Right of Way Appraiser, March 2022-current
- Certified General Real Estate Appraiser in the following states:
  - Georgia - 345274
  - Arkansas – CG-5135
  - South Carolina – 7912
  - North Carolina - A8422
- Bachelor of Arts, Business Administration, Furman University
- Coursework accredited by the Appraisal Institute and IRWA

Frank Fassl Director
Valuation & Advisory
Cushman & Wakefield

Professional Expertise

Frank Fassl is a Director with Cushman & Wakefield Western, Inc. in the Sacramento office and is based remotely in San Luis Obispo, California. He is also a member of the Cushman & Wakefield Infrastructure Practice Group (IPG) specializing in eminent domain valuation. He has 6± years full-time as appraising and consulting experience as a research analyst/appraiser trainee and Certified General Real Estate Appraiser in the State of California and holds a B.S. degree in Economics with a Concentration in Real Estate from the Orfalea College of Business at California Polytechnic State University - San Luis Obispo. He is currently an active member of the ASFMRA California Chapter, active member of the International Right-of-Way Association Region 1 Chapter 47, and Farmer Mac Preferred Appraiser.

He is a certified general real estate appraiser in California and has been involved in a variety of complex assignments throughout his career as a trainee and certified general appraiser. His primary focus is complex agricultural assignments including irrigated farmland (row crops, permanent plantings, greenhouses, etc.), ranches, open space, wineries, vineyards, grazing land, pasture, rural residences/ranchettes, dairy and livestock facilities, dry-farm land and transitional use/ large-scale development properties. His experience covers all real estate markets including land, residential, industrial and commercial properties throughout the state including but not limited to San Luis Obispo, Santa Barbara, Monterey, Ventura, Riverside, San Francisco, San Diego, Imperial, Lake, Sonoma, Fresno and Tulare counties with primary focus on the Central Coast and Central Valley agricultural markets. His list of clients includes individuals, city, county, state, and federal government, financial institutions and mortgage companies, insurance and pension funds, professional firms, and public and private corporations.

Memberships, Licenses, Professional Affiliations and Education

- Current Active Member, ASFMRA California Chapter
- Current Active Member, International Right-of-Way Association, Region 1, Chapter 47
- Certified General Real Estate Appraiser in the following states:
  - California – License number AG3009294
  - Arkansas – License Number CG-5136
- Farmer Mac Preferred Appraiser
- Bachelor of Science in Economics with Real Estate Concentration, Orfalea College of Business, California Polytechnic State University, San Luis Obispo

References

1. City of Fort Worth Property Management Dept, Real Estate Division
   Niels Brown, Real Property Manager
   900 Monroe St, Ste 400, Fort Worth, TX 76102
   Phone: 817.392.5166
   email: neils.brown@fortworthtexas.gov
   Eagle Mountain Waterline Project. Gina Phalen worked on right of way appraisal assignments for 15 parcels from May to July 2022.
2. ORC Real Estate Solutions for Infrastructure
   Matt Starling, Project Manager
   7005 Shannon Willow Rd., Suite 100, Charlotte, NC 28226
   Phone: 704.944.1394
   email: mstarling@orcolan.com
   Anthony Alderman provided Executive oversight on road alignment project in Craven County, NC consisting of 200 parcel reports through 2021.
3. Hearns Real Estate Solutions
   Mr. Marvin Hearns
   2015 Ayrsley Town Blvd, Suite 202, Charlotte, NC 28273
   Phone: 704.272.1806
   email: marvin@hearnesres.com
   Kirk McCoy performed appraisal right-of-way appraisals for DOT assignments in Harnett County, NC in 2021.

Fee Schedule

The following offers a unit price for appraisals based on type of property or utility easement or size of property, which price shall be guaranteed for at least one year.

1. Total Acquisitions (the entirety of a property is acquired in fee simple)
    a. Vacant Land: $3,000
    b. Single Family Residence: $3,500
    c. Commercial Improved: $4,000 to $8,000+ depending on complexity

2. Partial Acquisitions that do not result in either a) the loss of building(s) or b) damages to the remainder (a loss in value beyond the right of way or easements themselves).
    a. Vacant Land: $4,000
    b. Single Family Residence: $4,500
    c. Commercial Improved: $6,000 to $10,000+

3. Partial Acquisition that does result in the loss of building(s) and/or damages to the remainder.
    a. Vacant Land: $5,000
    b. Single Family Residence: $6,500
    c. Commercial Improved: $7,500 to $12,000+ depending on complexity.

Alternatively, standard billing hourly rates are as follows:

PERSONNEL	HOURLY RATE
Executive Managing Director	$400
Senior Managing Director	$375
Managing Director	$325
Senior Director	$300
Director	$250
Associate Director	$200
Administrative	$100

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

__X__ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Cushman & Wakefield

Primary Contact: Jason Crump, R/W-AC Title of Primary Contact: Senior Director, Infrastructure Practice Valuation & Advisory

Phone#1 (cell preferred): 281.216.3845 Phone#2: 901.257.9996

E-Mail Address: jason.crump@cushwake.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: Cushman & Wakefield

PHYSICAL ADDRESS: 5101 Wheelis Drive, Suite 300, Memphis, TN 38117

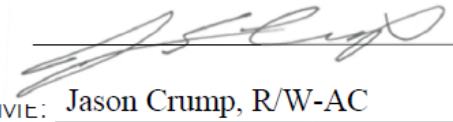
MAILING ADDRESS: PO Box 9296, New York, NY 10087-9296

TAX ID #: 13-2625361 AR. SECRETARY OF STATE FILING #: 811158177

PHONE: 901.257.9996 FAX: n/a

E-MAIL: jason.crump@cushwake.com

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

SIGNATURE: 

PRINTED NAME: Jason Crump, R/W-AC

TITLE: Senior Director, Infrastructure Practice Valuation & Advisory DATE: 7/5/2024

END OF RFP DOCUMENT

Appraisal of Real Property

[redacted]
Bentonville, AR 72712

DATE OF VALUE

As of January 26, 2024

Prepared For:

[redacted]
Little Rock, AR 72227

[redacted]

Prepared By:

Cushman & Wakefield
Valuation & Advisory
5101 Wheelis Drive, Suite 300
Memphis, TN 38117

5101 Wheelis Drive, Suite 300
Memphis, TN 38117
cushmanwakefield.com

March 12, 2024

[redacted]
Assistant Project Manager
[redacted]
Little Rock, AR 72227

Re: Appraisal Report - [redacted] Property
[redacted] Improvements Project
[redacted] Bentonville, AR 72712
Client ID: [redacted]

Dear Mr. [redacted]

In fulfillment of our agreement as outlined in the Letter of Engagement saved within our work files, we are pleased to transmit our appraisal of the above referenced property in the following Appraisal Report. It is our opinion that the before and after value difference resulting from the proposed acquisition, as of January 26, 2024, is:

$[redacted]

This appraisal has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Standards Board (ASB). The report is intended to comply with the [redacted] Appraisal Operational Procedures Manual. The value as reported is subject to all Assumptions and Limiting Conditions presented in the attached report. The appraisal was developed for right of way acquisition purposes on part of the [redacted]. Any other use of this report without written permission from the appraiser is prohibited. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

CUSHMAN & WAKEFIELD

Jason Crump
Senior Director
AR Certified General Appraiser
License No. CG-4262
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19012579996 Office Direct

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Summary of Salient Facts & Conclusions

The following presents an executive summary of property information presented in greater detail throughout the report:

Property Owner	Las Vegas, NV 89180-6178
Property Address:	Bentonville, AR 72712
Assessor's Parcel Number(s):	Benton County
Zoning	C-2 (Community Development 2), City of Bentonville
Existing Use	Vacant
Land Area:	1.04-ac. or 45,302 SF
Proposed Acquisition	Parcel No. 1 - Right of Way, 3,334 SF Parcel No. 2 - Permanent Utility Easement, 4,698 SF
Highest and Best Use As though vacant: As though improved:	 Commercial development. Not applicable.
Date of Inspection:	January 26, 2024
Effective Date(s) of Valuation:	January 26, 2024
Date of Report:	March 12, 2024

Arkansas Job Number:	N/A	County:	Benton	Tract:	[redacted]
Location:	[redacted]				
	Arkansas, AR 72712				
Fee Owner(s):	[redacted]				
[redacted] Address:	[redacted] Las Vegas, NV 89180-6178				

Area of Whole:	1.04-ac. ±	Permanent Easement(s)	0.11-ac. ±
Area of Remainder:	0.96-ac. ±	Temporary Easement(s):	0.00-ac. ±
Area of Acquisition:	0.08-ac. ±	Temporary Easement(s):	0.00-ac. ±

(Title Certificate and Legal Description Attached)

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY		
Before		
Land	$	[redacted]
Improvements	$	
Total		
After		
Land	$	
Improvements	$	
Total		
FAIR MARKET VALUE OF ACQUISITIONS (DIFFERENCE BETWEEN BEFO		
(+) Temporary Construction Easement		
Total Compensation:		
(Rounded to nearest $1)		
Total Acquisition as of:		**January 26, 2024**

Jason Crump, Appraiser

March 12, 2024
Date

QC:

Scope of Work

Assignment Conditions

At the request of the client, this report is to be completed to standards. This Scope of Work is a summary of the) expectations and responsibilities of the appraiser in providing an appraisal with which a basis for just compensation is established. The specific appraisal requirements can be found in various publications and manuals, such as the "Right of Way Manual", the "Acquisition Pamphlet", and the Appraisal Section SOP.

Laws of the State of Arkansas, 49 CFR 24.103, (The Uniform Act) and the Uniform Standards of Professional Appraisal Practice (USPAP): Appraisals made for the must conform to the unique qualities and standards for an agency which has the power of eminent domain. Determining just compensation requires that such appraisals must be performed in a manner consistent with applicable State and Federal Law, including policy, which are intended to be consistent as much as possible with the Uniform Standards of Professional Appraisal Practice (USPAP).

The Uniform Act applies to the appraisals and acquisitions when the State uses Federal funds in any part of a project. The purpose of the Uniform Act is to ensure that all property owners are treated fairly and uniformly when it is necessary for their property to be acquired for any federally assisted project. The Uniform Act allows the State to have appraisal requirements that supplement the Uniform Act requirements.

49 CFR 24.103(a) (a) requires that the Federal Requirements, which have the standing of Standards, cannot be supplanted by USPAP. The Uniform Act explains:

> *"While these requirements (49 CFR 24.103(a)) are considered consistent with USPAP, neither can supplant the other, nor interchangeable. Appraisals performed for federal and federally assisted real property acquisition must follow the requirements in this regulation."*

Fortunately, USPAP has provisions to permit it to be flexible and interact with other appraisal standards. The Jurisdictional Exception Rule in USPAP allows appraisers to perform appraisal services and comply with the various appraisal standards and requirements. "When an appraiser properly follows this Rule in disregarding a part of USPAP, there is no violation of USPAP." (USPAP 2020-2022 Edition)

In arriving at the basis for just compensation to which the property owner is entitled, the appraiser first determines the fair market value of the whole property immediately before the taking, and then determines the fair market value of the remaining property immediately after the taking.

The compensation the property owner is entitled to recover is the difference, if any, between the fair market value of the whole property immediately before the taking and fair market value of the remainder property immediately after the taking. In determining the fair market value of the remaining property immediately after the taking, the appraiser considers the remaining property as if the project was completed and permanently in place according to the construction plans on file.

Purpose of Appraisal

The purpose of this appraisal is to estimate market value of the subject property, before and after the proposed acquisition, as a basis for just compensation. The facts, analyses, opinions, and conclusions contained in this appraisal report are the basis of an estimate of the before and after market value of the subject property. The difference between the before and after value is the basis for just compensation. The estimate of compensation, in this report, includes the value of the acquisition, costs to cure, and any damages or benefits, to the extent that benefits are allowed by the Laws of the State of Arkansas and applicable standards.

Property Rights to be Acquired: Fee Simple, Partial Interest (Utility Easement)

Estate Appraised: Fee Simple Estate

The Dictionary of Real Estate Appraisal, current edition, by the American Institute of Real Estate Appraisers defines these as follows: "Fee Simple Estate": "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat."

Intended Use

This appraisal is to estimate the fair market value of the subject property, in the whole (before) and remainder (after the acquisition). It will be the basis for just compensation, as of the specified effective date of valuation, for the proposed acquisition of the property rights specified below, which is part of the federally assisted project.

It will be used by the intended users to inform decisions regarding just compensation for the acquisition of property rights defined elsewhere in this report and for assistance in right-of-way negotiations and eminent domain proceedings if necessary.

Intended User

The intended users of this appraisal report are and the , their representative and assigns.

Market Value (Fair Market Value)

For the purpose of valuing the subject property, including land and any building structures and improvements thereon acquired under the power of Eminent Domain by the Federal government or using Federal-aid or Federal grant funds, Fair Market Value is the amount of money (cash or its equivalent) which, as of the date of valuation:

- An informed and knowledgeable purchaser willing, but not obligated, to buy the property would pay to an informed and knowledgeable owner willing, but not obligated, to sell it.
- Taking into consideration all uses for which the property is suited and might in reason be applied; including, but not limited to the present use or highest and best available use taking into consideration the existing zoning or other restrictions upon use and the reasonable probability of a change in those restrictions.
- Allowing a reasonable period of time to effectuate such sale.
- Disregarding any decrease or increase in fair market value of such real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- Disregarding the fact that the owner might not want to part with the land because of its special adaptability to the owner's use.
- Disregarding the fact that the taker needs the land because of its peculiar fitness for its purpose.

- Disregarding any "gain to the taker", i.e., not giving consideration to the special use of the condemnor as against others who may not possess the right of Eminent Domain.
- Including the value of any buildings, structures, or improvements located upon the land, which are required to be removed or which it is determined will be adversely affected by the use to which such real property will be put, regardless of whether such building, structure or improvement is classified as real or personal property under local law. Such buildings, structures and improvements are valued based upon their contribution to the fair market value of the real property to be acquired or their value for removal from the real property (salvage value), whichever is greater. This includes tenant owned buildings, structures, or improvements, even if the tenant has a right or obligation to remove the building, structures, or improvements at the expiration of the lease term and even if classified as personal property under local law.
- Fair market value, based upon adequate recent comparable sales and offering data is usually the measure of just compensation. (FHWA: The Appraisal Guide)

Also: When the appraiser uses the expression “fair market value”, we mean the amount of money which a purchaser who is willing but not obligated to buy the property would pay to an owner who is willing but not obligated to sell it, taking into consideration all uses to which the land is adapted and might reasonably be applied. Fair market value is not necessarily based on the use to which the property was being put at the date of taking but is to be based on the fair market value of the land put to its highest and best use. (Arkansas Model Jury Instructions - Chapter 20 - Eminent Domain – AMI 2006 Definition)

PREMISES, COMMON ASSUMPTIONS, AND LIMITING CONDITIONS

This appraisal is predicated on the premise that:

- The sketch map, construction plans, and/or tract descriptions furnished to the appraiser by the [redacted] Engineering Section are correct.
- The attached title certificate is correct and reflects the fee owner and all holders of less than fee interests in the property and reflects current real estate tax information. The appraiser does not render any opinion as to the title. Unless otherwise specified in the report, the property is analyzed as though free and clear and under responsible ownership and competent management.
- Information, date, estimates, and opinions contained in this report were obtained from sources considered reliable; however, no liability for them can be assumed or guaranteed by this appraiser. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, the appraiser assumes no responsibility for its accuracy. The value conclusions are subject to the correctness of said data.
- Consideration has not been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property unless otherwise stated.
- Possession of this report or any copy hereof does not carry with it the right of publication, nor may the same be used for any purpose by any party except the [redacted] without the previous written consent of the appraiser, and in any event, only in its entirety and with proper qualification. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relation, news, sales, or other media without the written consent and approval of author.
- The appraiser acknowledges that the client will provide a copy of the report to the owner of the property appraised, or their representative.
- No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.
- No consideration has been given in the appraisal to the value, if any, attributable to growing crops on any portion of the property appraised unless otherwise stated.

- The estimated value after acquisition is based on the project being constructed in the manner proposed, as furnished to the appraiser as of the date of appraisal.

Extraordinary Assumption

An assumption directly related to a specific assignment which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions are specific to the assignment, as opposed to general assumptions, which could be applicable to any assignment.

- We make the extraordinary assumption that the project will occur as shown on the plans included herein. In addition, we have relied upon regulatory design approvals and design standards as provided by Idaho Power Company. Reliance upon these extraordinary assumptions may have affected our assignment results.

Use of this extraordinary assumption may have affected assignment results.

Hypothetical Condition

A hypothetical condition is "that which is contrary to what exists but is supposed for the purpose of analysis." Appraisal reports prepared for eminent domain purposes may recognize one or more hypothetical conditions.

- The appraisal of a remainder property assumes that the proposed public or private improvements were complete as of the effective date of valuation, when in fact it is known that they are not. The use of hypothetical conditions derived from public policy and case law does not result in a process that is limited or renders the results no longer credible.
- In addition, in the before condition, the value of the property is estimated as if the market has no knowledge of the proposed public project. This condition is assumed for the purpose of analysis, when in fact market participants may have knowledge of the proposed public project as of the effective date of the appraisal.

Reliance upon these hypothetical conditions may have affected our assignment results.

Jurisdiction Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. (USPAP – Definitions) The **Jurisdictional Exception Rule** provides a saving or severability clause intended to preserve the balance of USPAP if compliance with one or more of its parts is precluded by the law or regulations of a jurisdiction. When an appraiser properly follows this Rule in disregarding a part of USPAP, there is no violation of USPAP. **(USPAP 2024 Edition)**

1. Appraisers should not link opinions of value, for appraisals completed for the [redacted], to a specific opinion of exposure time, unlike appraisal assignments for other purposes under USPAP Standards Rule (This is a jurisdictional exception.)

   Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP – Definitions)

   The previously stated definition of market value allows "a reasonable period of time to effectuate such sale." Therefore, exposure or marketing time estimates are inappropriate for, and must not be included in, appraisal reports prepared for the [redacted]. The request to provide a reasonable marketing time opinion exceeds the normal information required for the conduct of the appraisal process for eminent domain in Arkansas and is beyond the scope for this type of appraisal assignment.

2. When completing a “before and after” evaluation or report, it is a hypothetical condition to consider the project completed and in place in order to calculate the “after” or remainder value.

3. The appraiser has not considered any general benefits or diminutions based on the influence or knowledge of the project in the calculation of compensation. This is a jurisdictional exception.

   According to the Uniform Standards of Professional Appraisal Practice (USPAP), appraisers "'When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value if any, of such anticipated improvements to the extent they are reflected in market actions." (USPAP 2020-2022, SR 1-4 (f)).

Arkansas Case Law states:

In determining the fair market value of lands involved in a condemnation action any appreciation or depreciation to land values that may result by reason of the plans to construct the highway improvement is disregarded when arriving at a before value on properties involved in eminent domain proceedings. Arkansas State Highway Commission v. Griffin, 241 Ark. 1033, 411 S.W.2d 495 (1967), Ark. State Highway Comm. v. Littlefield, 247 Ark. 686, 447 S.W.2d 146 (1969), Arkansas State Highway Commission v. Roberts, 246 Ark. 1216, 441 S.W.2d 808 (1969).

In addition, 49 CFR Part 24 states, "The appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within reasonable control of the owner. (49 CFR Part 24.103(b)).

Information Provided by the

- Right of way plans indicating current ownership, total parcel, areas of acquisition and residuals
- Certificate of title and description of taking

DAMAGES AND BENEFITS

Arkansas Case Law requires that just compensation is to be established by determining the difference between the fair market value of the whole property immediately before the taking and the fair market value of the remaining lands immediately after the taking.

The Arkansas Supreme Court has held that where the public use for which a portion of a property owner's land is taken so enhances the value of the remainder property so as to make it of greater value than the whole property before the taking, the property owner has received just compensation in the form of benefits.

In instances where the remainder is diminished in value by the taking, the courts have awarded "severance damage." Severance damage is the difference between the value of the remainder before the taking and the value of the remainder after the taking.

NON-COMPENSABLE ELEMENTS OF VALUATION CONSIDERATIONS

It is an established principle that certain elements of valuation, which may occur by reason of a government acquisition of realty, are not compensable in the appraisal as part of eminent domain proceedings in the State of Arkansas. These non-compensable items must be disregarded by appraisers when estimating market value of the real estate to be acquired.

The following is a list of elements of valuation which in and of themselves are non-compensable. This list is not necessarily comprehensive of all non-compensable items.

- Loss of business profits.
- Loss of goodwill.
- Interruptions of or loss of business, inconvenience, etc. during temporary period of construction.
- The loss of expected profits from a projected subdivision.
- Loss of tenants, business, etc. because of anticipated taking.
- Damage to personal property and moving expense.
- Cost of obtaining or inability to obtain new quarters.
- Annoyances, discomfort, dust, etc. during period of construction.
- Diversion of traffic.
- Circuity of travel.
- Inability to gain access to a newly located highway. (This does not necessarily exclude severance damages where a unit of land has been severed).
- Noise, dust, and other such items incident to living on a public highway.
- Bringing about the change in the character of the neighborhood.

RESEARCH AND ANALYSIS

The type and extent of our research and analysis is detailed in individual sections of the report. In general, the following steps were taken to perform this assignment:

- Performed an inspection of the subject property appropriate for the appraisal problem and in adherence to the guidelines of ArDOT. Determined which, if any, of the improvements are affected by the acquisition. Gathered relevant information regarding the subject property from the property owner or their representative, public records, and/or third-party sources.
- Inspected the surrounding market area and gathered appropriate economic and demographic trends, including data on the local property market obtained from local market participants, published data, and other sources.
- Researched comparable sales data obtained from public records, MLS services, and other reporting services. Transactions were confirmed with a party to the transaction – broker, agent, owner, buyer, etc. - wherever possible.
- Developed an opinion of the property's highest and best use before and after the acquisition based on conditions at the subject and in the market.
- Arrived at a market value indication for the land and, when applicable, impacted improvements and site improvements, before and after the acquisition.
- The analysis and appraisal of the property after the acquisition assumes the proposed public improvements have been completed as of the effective date of the appraisal.
- Derived an estimate of total compensation due to the owner resulting from the proposed acquisition, and prepared an appraisal report summarizing our analysis, opinions, and conclusions.

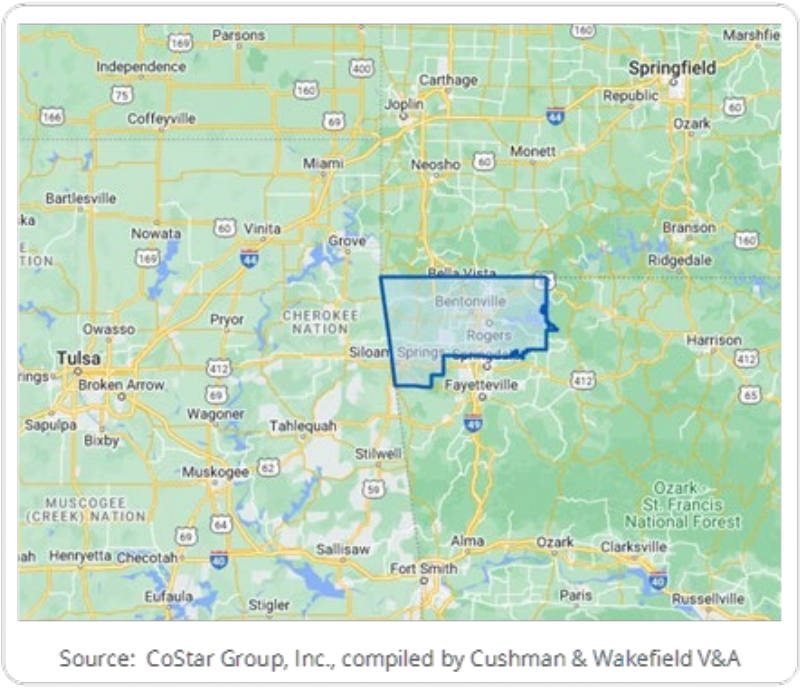
Market Analysis (Economy)

In order to understand the subject's position in the area or region, we have undertaken a brief analysis in order to determine how trends—both historical and projected—in population, employment, personal income, consumer spending, and housing impact supply and demand and influence the subject's area directly and indirectly. This analysis first begins on a broader spectrum, and without respect to the subject itself.

Introduction

Benton County is located in northwest Arkansas, bordered by Missouri and Oklahoma and is included in the Fayetteville-Springdale-Rogers Core Based Statistical Area (Fayetteville CBSA). Among its 13 municipalities, Bentonville is the county seat and Rogers is the most populous city. With a population of over 300,000 residents, Benton County is the second largest county in the state.

Benton County is located in the Ozark Mountains, along Beaver Lake. The county is known as the "mountain bike capital of the world" due to its famous biking trails and scenic lakes. The city of Bentonville recently ranked second on USA Today's recent "Best Small Town for Adventure" poll. The county contains three nationally protected areas, including the Ozark National Forest (which spans 1.2 million acres), as well as three state protected areas. The following map portrays the Benton County within the state of Arkansas:



Source: CoStar Group, Inc., compiled by Cushman & Wakefield V&A

Macro Trends

The economy continues to recover and evolve from the impacts of the pandemic and the economic crisis that followed. Right now, inflation remains elevated and the Federal Reserve's interest rate hikes are further compounding market volatility. With this, it is important to take in mind that data lags, and industry participants are still trying to accurately determine some of the effects these events will, or have had, on the commercial real estate market. In other sections of the report, we will discuss these effects and impacts on the immediate market and subject property in as much detail as possible. For this market analysis section of the report, we ask that you keep in mind that some macro trends may not affect the subject property directly.

Current Trends

Benton County's economy is heavily influenced by Walmart's corporate headquarters and the supporting large and small businesses it lured, as more than 1,450 suppliers have established offices in the region to be close to Walmart. These companies include Energizer, General Mills, J.M. Smucker's, Kellogg's, Nestle, Spectrum Brands and Unilever. However, the county's economic base is well-diversified including agriculture (dairy and poultry), light manufacturing, and logistics. Benton County, specifically Bentonville, is a major driving force for the Fayetteville CBSA. The county steadily attracts businesses, as region is becoming home to technology and advance mobility companies, like Microsoft, NCR, GoodLeap, and IBM that do business with Walmart as well.

Demographic Characteristics

The demographic characteristics Benton County are generally stronger than the demographic traits of the national average. At 36 years, the median age of residents in the county is three years younger than that of the national median age of 39 years. County residents are more likely to graduate from college compared to adults across the United States with 33.1% of adults in the region having earned a bachelor's degree or advanced university degree, compared to 31.9% of adults across the U.S. have achieved similar levels of educational attainment. Higher levels of educational attainment usually translate to higher household incomes, as 32.5% of households in Benton County have incomes of $100,000 or more, compared to 31.1% of the national average. The following chart compares the demographic characteristics of Benton County, AR with those of the United States:

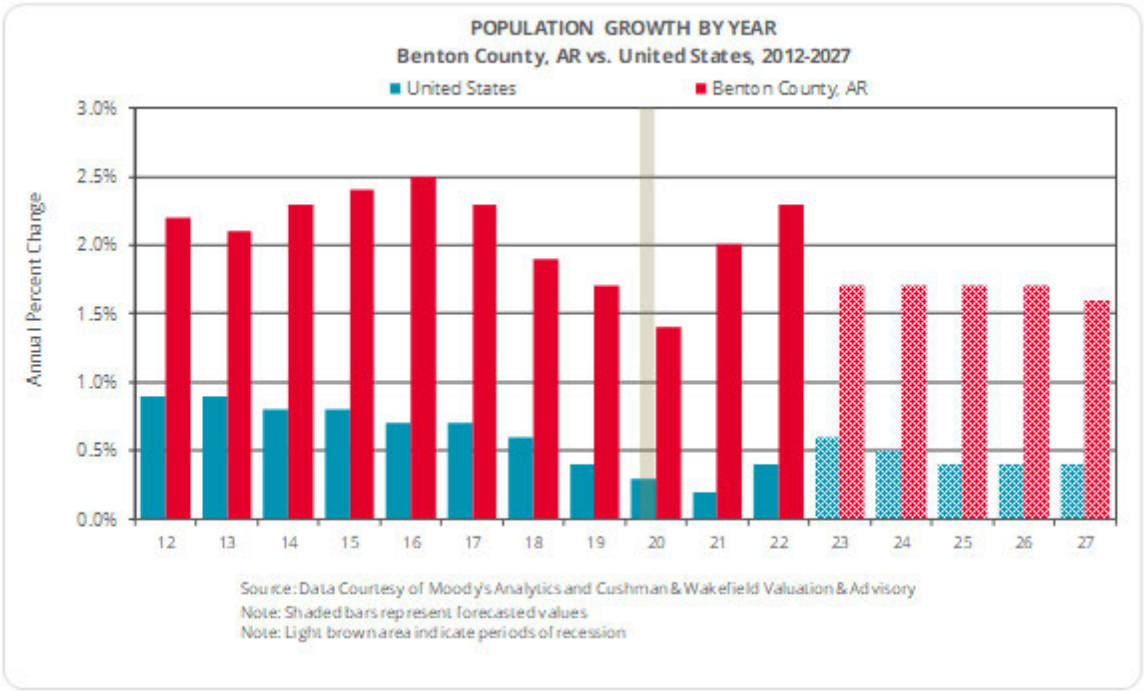
Demographic Characteristics
Benton County, AR vs. United States
2022 Estimates

Characteristic	Benton County	United States
Median Age (years)	36	39
Average Annual Household Income	$102,421	$96,357
Median Annual Household Income	$72,142	$66,422
Households by Annual Income Level:		
<$25,000	14.1%	18.2%
$25,000 to $49,999	19.1%	20.0%
$50,000 to $74,999	18.9%	17.4%
$75,000 to $99,999	15.4%	13.3%
$100,000 plus	32.5%	31.1%
Education Breakdown:		
< High School	11.5%	12.1%
High School Graduate	29.4%	27.1%
College < Bachelor Degree	26.0%	28.8%
Bachelor Degree	21.7%	19.7%
Advanced Degree	11.4%	12.2%

Source: © 2022 Experian Marketing Solutions, Inc. •All rights reserved•
Cushman & Wakefield Valuation & Advisory

Population

Population growth in Benton County outpaced national population growth, averaging 2.5% annually from 2012 through 2022. During the same time period, national population growth increased at an average annual rate of 0.6%. Population growth in Benton County is forecast to decrease to an average annual growth rate of 2.1% through 2027, outpacing the 0.4% projected average annual growth rate for the nation over the next five years. The following chart compares population growth between Benton County, AR and the United States:



The following table shows Benton County, AR's annualized population growth:

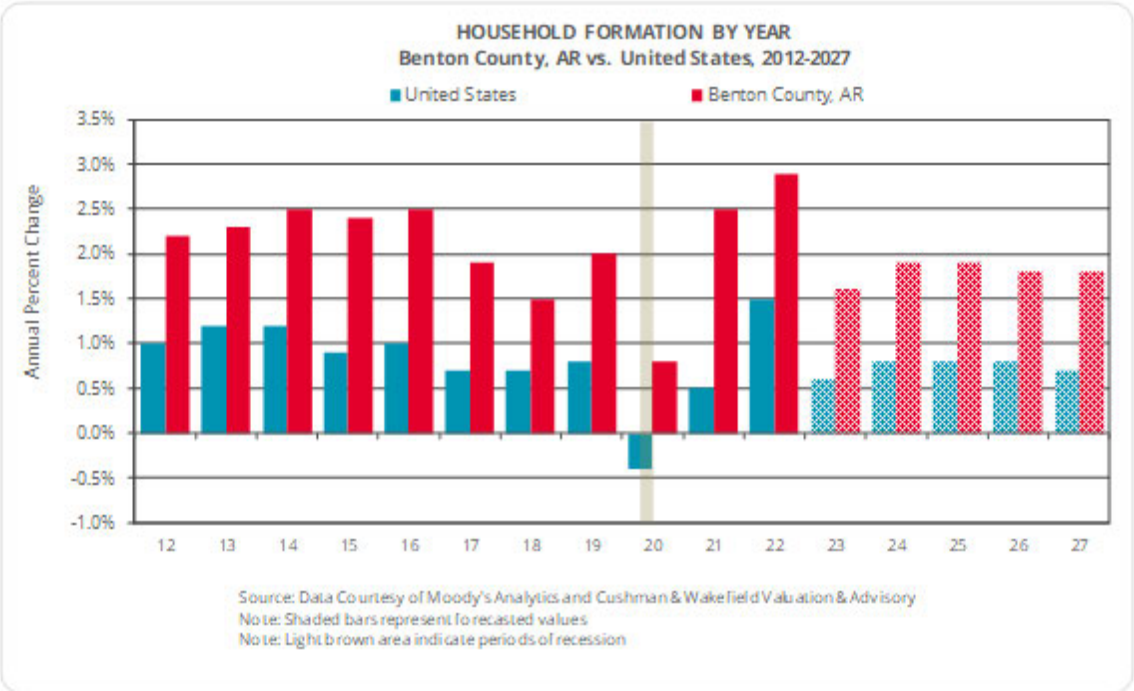
Annualized Population Growth
Benton County, AR
2012-2027

Population (000's)	2012	2022	Forecast 2023	Forecast 2027	Compound Annual Growth Rate 12-22	Compound Annual Growth Rate 23-27
United States	314,688.6	333,287.6	335,142.8	340,428.3	0.6%	0.4%
Benton County, AR	**234.9**	**302.1**	**308.7**	**336.0**	**2.5%**	**2.1%**

Source: Data Courtesy of Moody's Analytics, Cushman & Wakefield Valuation & Advisory

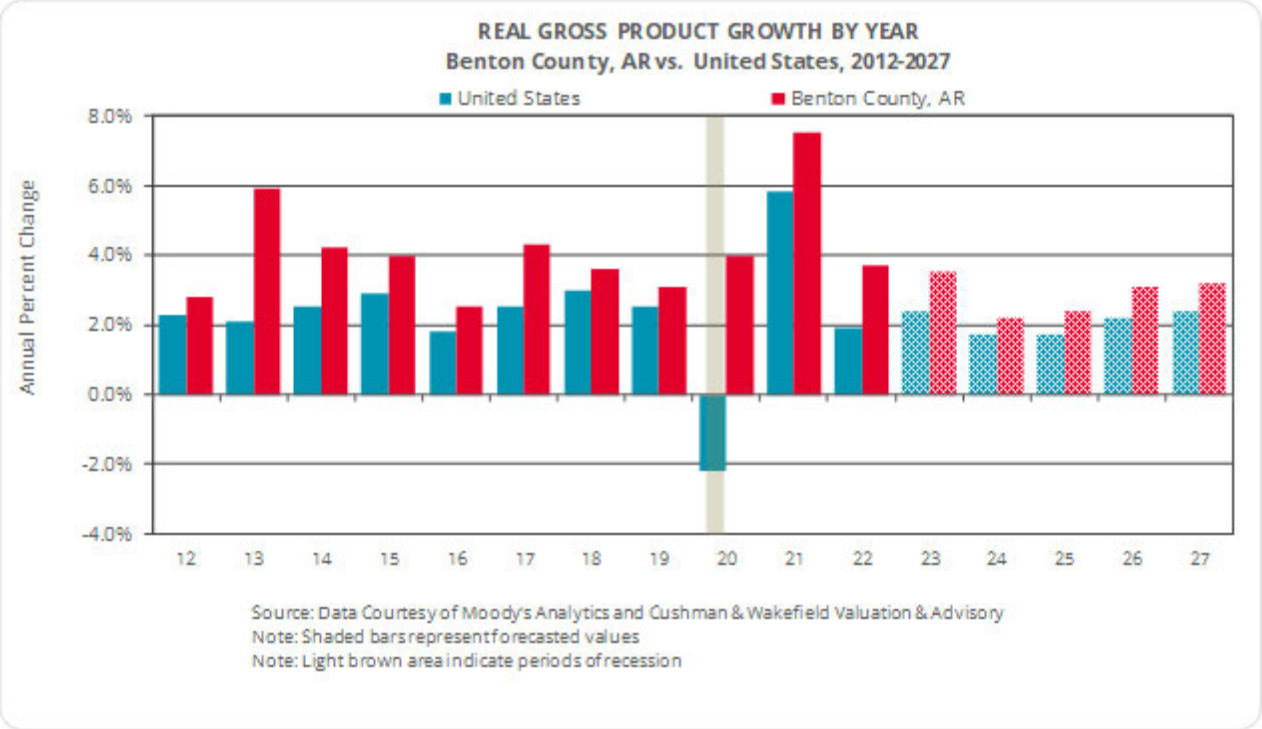
Households

Generally, a region's household formation trends are directly tied to its overall population growth, as an increase in the population drives demand for real estate. From 2012 through 2022, household formation in Benton County outpaced national expansion, averaging 2.1% annually. In the same ten-year period, household formation for the national average increased at an annual rate of 0.8%. Household formation growth in Benton County is forecast to decrease to an average annual growth rate of 1.8% through 2027, remaining ahead of the 0.8% average annual growth rate projected for the national average over the next five years. The chart below compares household formation growth between Benton County, AR and the United States:



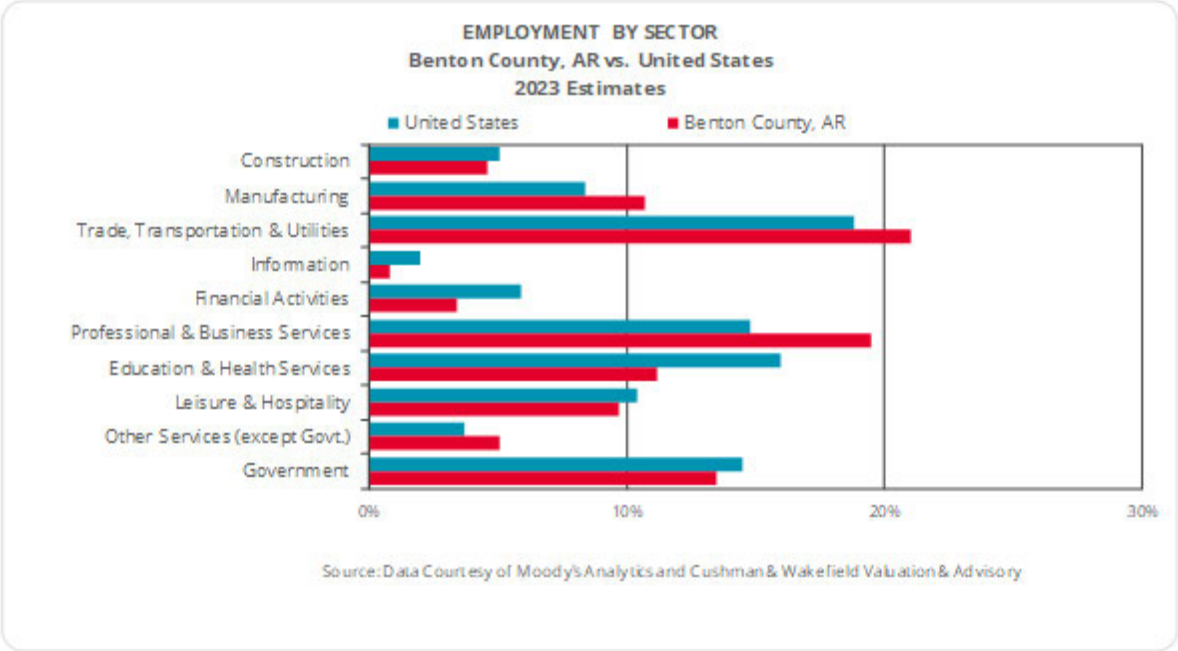
Gross Metro Product

Gross Metro Product (GMP) is defined as the market value of all final goods and services produced within a metropolitan area, and when compared to the nation's Gross Domestic Product (GDP), can determine shifting economic trends in a given region. Economic growth in Benton County outperformed national economic expansion over the decade, averaging 4.3% annually from 2012 through 2022. Over the decade, the national GDP increased at an average annual rate of 2.3%. GMP growth in Benton County is forecast to decrease to an average annual growth rate of 2.7% through 2027, ahead of the 2.0% average annual growth rate projected for the national GDP over the next five years. The chart below compares gross product growth by year for Benton County, AR and the United States:



Employment Distribution

The Trade, Transportation & Utilities sector dominates Benton County as the largest employment sector with roughly 21% of the regional workforce, compared to 18.8% on the national level. Benton County offers a diverse mix of industry employment with the Professional & Business Services and Government sectors accounting for 19.5% and 13.5% of total employment, respectively. Together, these three industries comprise 54% of the county's share of employment. The following chart compares non-farm employment sectors for Benton County, AR and the United States:



Major Employers

The following table lists the largest employers in Benton County, AR:

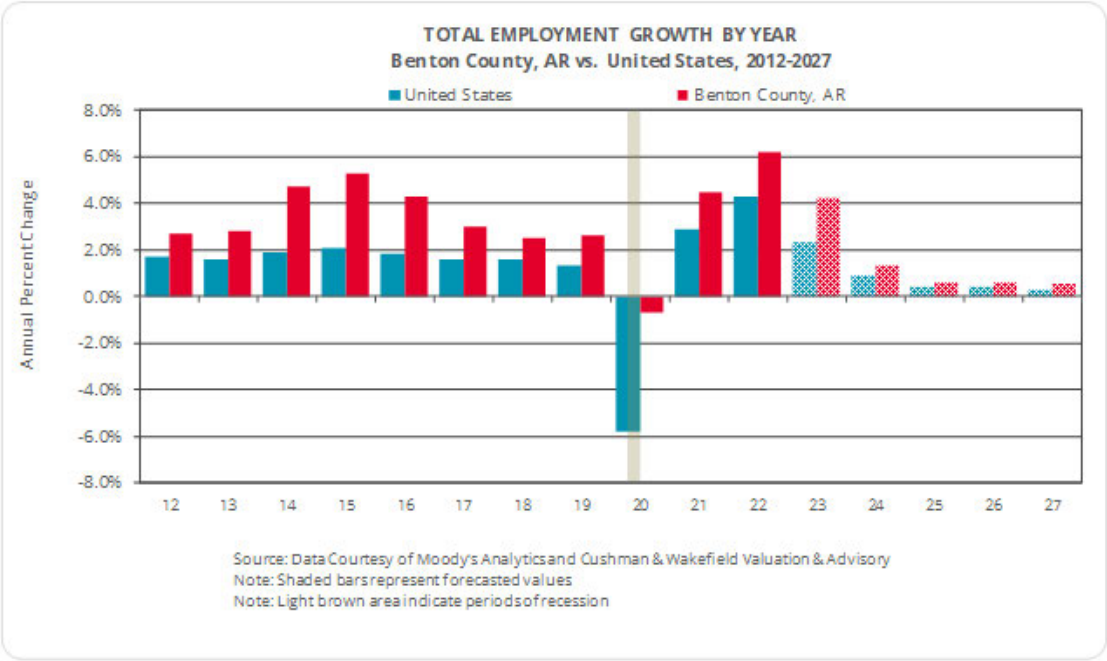
Major Employers
Benton County, AR

Company	Business Type
Walmart Stores, Inc.	Retail
JB Hunt Transport Services, Inc.	Logistics
Rogers School District	Education
Mercy Health System of Northwest Arkansas	Healthcare
Bentonville School District	Education
Simmons Food, Inc.	Manufacturing (Food)
McKee Foods Corporation	Manufacturing (Food)
Arvest Bank Group	Finance
Tyson Foods, Inc.	Manufacturing (Food)
Ozark Mountain Poultry, Inc.	Manufacturing (Food)

Source: Arkansas Economic Development Commission;
Cushman & Wakefield & Valuation & Advisory

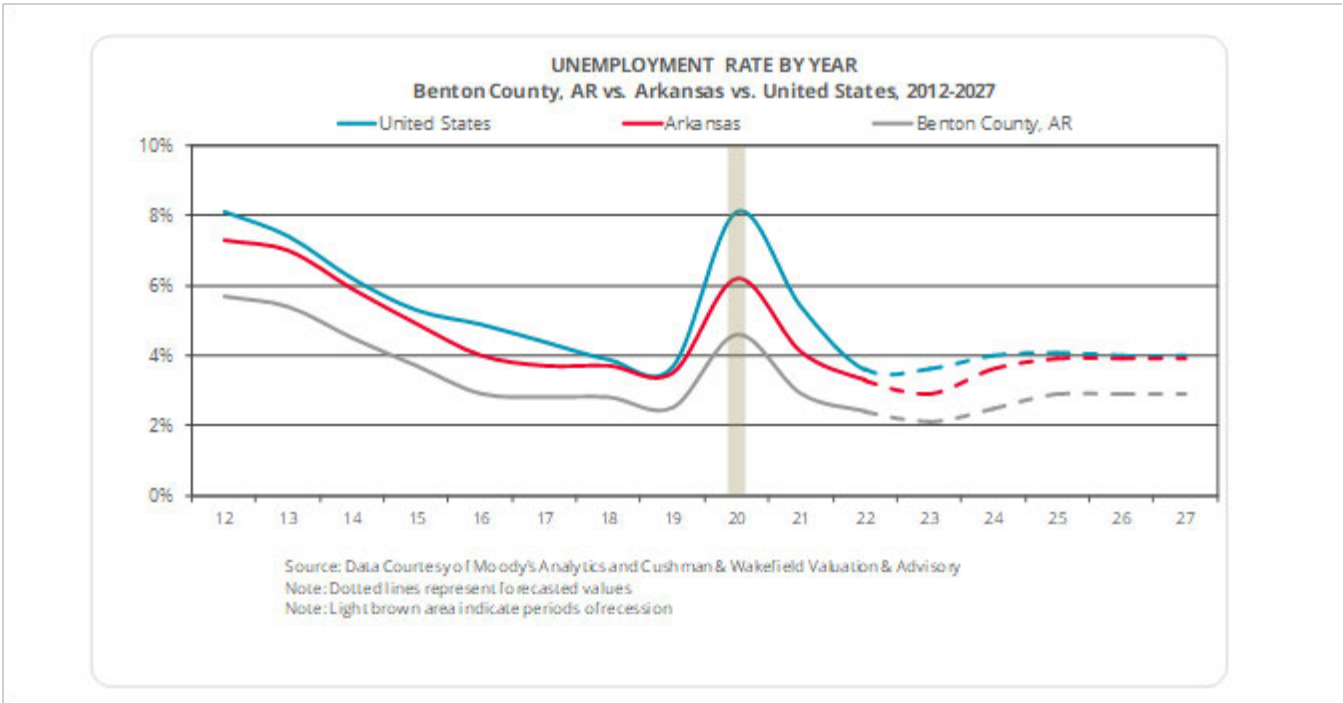
Employment Growth

From 2012 through 2022, employment growth in Benton County outpaced national expansion, averaging 3.5% annually. During the same time period, national employment growth increased at an average annual rate of 1.3%. Employment growth in Benton County is forecast to decrease to an average annual growth rate of 0.7% through 2027, remaining ahead of the projected 0.5% average annual growth rate for the nation over the next five years. The following chart illustrates employment growth for Benton County, AR and the United States:



Unemployment

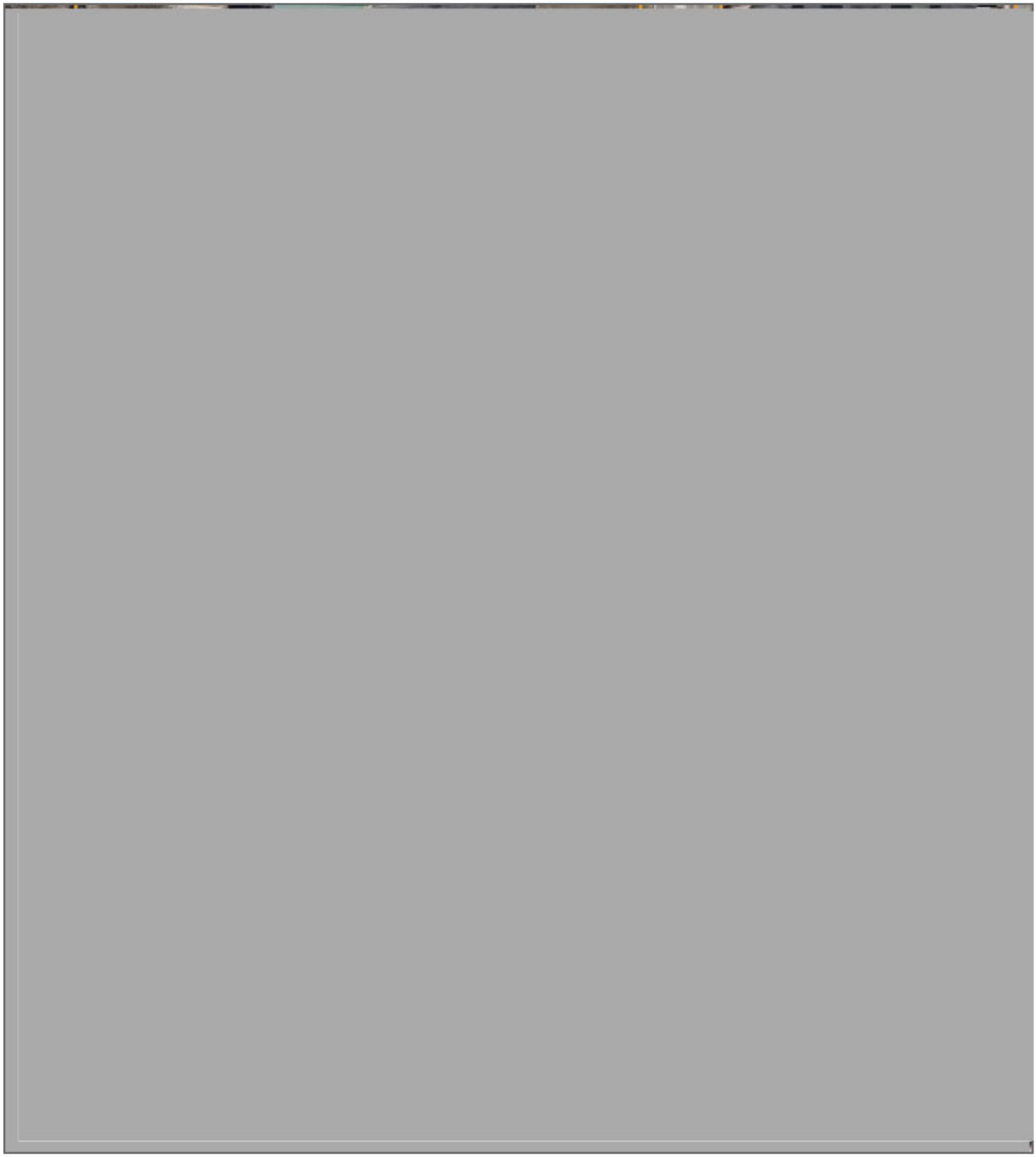
From 2012 through 2022, the Benton County unemployment rate decreased at an average annual rate of 8.4%, compared to the nation's unemployment rate which decreased at an average annual rate of 7.7%. Benton County's unemployment rate is forecast to increase by an average annual rate of 8.2% between 2023 and 2027. The graph below illustrates unemployment rates for Benton County, the State of Arkansas, and the United States:



Conclusion

Benton County will continue to outpace the national average over the forecast period. The high concentration of retail, logistics and food processing corporations as well as technology and advanced mobility companies create a thriving economy in the region. Robust population and demographic trends remain a strength in the county and overall region that allow for above-average performance.

Property Description



PROPERTY IDENTIFICATION

Property Location

[redacted]
Bentonville, AR 72712

Owner

[redacted]
Las Vegas, NV 89180-6178

Site Area & Larger Parcel Determination

In this instance, the subject larger parcel consists of one tax lot with a total site area of 1.04 acres. This is based on information obtained from the Benton assessor's office.

LARGER PARCEL				
APN	Map & Tax Lot	File Reference	Land Area (Ac.)	Land Area (SF)
[redacted]			1.04 ac.	45,302 SF
Total Site			**1.04 ac.**	**45,302 SF**

ZONING CHARACTERISTICS

The subject is zoned C-2, General Commercial, under the jurisdiction of the City of Bentonville.

The C-2 zone id described as being designed “to serve the planning area and highway travelers”. This zone district is located primarily along arterial streets. More specifically, the city’s municipal code describes the zone as follows: “The C-2 district represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.”

Outright allowed uses within the zone district include typical mixed-use improvements such as retail, sales, and services; as well as multifamily residential. Dimensional standards are summarized in the tables below:

COMMERCIAL (C) DISTRICTS LOT AND AREA STANDARDS

District	Building Type	Min. lot area (sq. ft.)	Min. land area/ dwelling unit (sq. ft.)	Lot width		Min. lot depth	Max. lot coverage	
				Min. lot width	Max. lot width		Interior lot	Exterior/ corner lot
C-1	All	7,000	--	70'	--	--	50%	50%
C-2	All	7,000	--	70'	--	--	60%	60%
C-3	All	--	--	--	--	--	100%	100%

COMMERCIAL (C) DISTRICTS
MINIMUM SETBACK REQUIREMENTS

District	Front		Side		Rear	
	Parking in front	No parking in front	Adjacent to non-residential district	Adjacent to residential district	Adjacent to non-residential district	Adjacent to residential district
C-1	50'	20'	7'	15'	20'	25'
C-2	50'	20'	7'	30'	20'	30'
C-3	0'	0'	0'	10'	0'	0'

COMMERCIAL (C) DISTRICTS
MAXIMUM HEIGHT STANDARDS

District	Maximum height
C-1	40'
C-2	60'
C-3	60'

FIVE-YEAR SALES HISTORY

From:	[redacted]
To:	[redacted]
Date:	January 8, 2013
Instrument:	[redacted], Quitclaim Deed
Consideration:	$0.00

Remarks: The 2013 transaction appears to have been among related parties. Due to the dated and non-arm’s length status of the prior transaction, it has been given no weight in the following valuation analysis.

ASSESSMENT DATA

Real estate tax assessments are estimated by jurisdiction on a county basis and represent ad valorem taxes, meaning a tax applied in proportion to value. The following contains a summary of the subject tax account:

[redacted]

Assessed values are the result of the mass appraisal methodology utilized by appraisal districts, which does not consider the level of analysis performed in our appraisal.

REALTY & PERSONAL PROPERTY

The property is vacant. No personal property was observed on the site.

PRELIMINARY TITLE REPORT AND/OR DISCUSSION OF ENCUMBRANCES

I have been provided a Title Commitment dated December 26, 2023, and have given consideration to any exceptions or limiting conditions that might affect the value of the subject property. Said title report lists 13 exceptions involving a variety of items including encumbrances such as easements and those restrictions shown on the partition plate. Although I have not conducted a thorough review of each of these exception documents, the property does not appear to be subject to any encumbrances that would limit the overall highest and best use of the property. The following easements are noted, however, as they are located in close proximity to the proposed acquisitions to be discussed further later in the report:

11. Reservations, Restrictions, Easements, Dedications, Right of Ways and Setback Lines as may be shown upon the recorded plat of said Subdivision/Addition, filed for record in/as Book 11 Page 187 of the records of Benton County, AR.

12. Right of Way Grant in favor of the City of Bentonville, Arkansas, dated March 24, 1986, and filed for record March 25, 1986 in/as Book 650 Page 122 among the land records of Benton County, AR.

13. Electrical Right of Way Grant in favor of the City of Bentonville, Arkansas, dated November 22, 1989, and filed for record May 11, 1990 in/as 9012497 among the land records of Benton County, AR.

Excerpt from Title Commitment dated December 26, 2023

As stated above, the perimeter of the site is encumbered with a utility easement favoring the City of Arkansas (see Exception #13). The location of this existing easement is generally identified on the following plat map exhibit.

INSPECTION COMMENTS

The property owner was offered the opportunity to be present during the course of my inspection via USPS regular and certified mail in a letter dated February 12, 2024. I received no response to the mailing. As such, I was unaccompanied during the course of my inspection which occurred on January 26, 2024. Said date of inspection establishes the date of value for this appraisal.

SITE ANALYSIS

An analysis of the property is vital in establishing its highest and best use. Following is a discussion of those site characteristics that are considered important in the market:

Access

The subject gains access via an informal gravel driveway located near the southeast property corner.

Drainage

No drainage study was provided in conjunction with this assignment. However, drainage appears to be adequate.

Property Location, Size, and Shape:

The subject larger parcel consists of a single tax parcel and a site area of 45,302 SF or approximately 1.04-acre. The site has a generally rectangular configuration with frontage along its east boundary with the adjacent [redacted] ight of way.

Topography / Floodplain:

The subject has gently sloping topography and is unencumbered by 100-year floodplain based upon FEMA map [redacted], dated 5/20/2010, with no wetlands noted.

Soil Conditions

No soil study was provided in conjunction with this assignment. However, surrounding development suggests that soil stability is adequate to support development.

Environmental Statement:

We are unaware of any detrimental environmental conditions that affect the property. For the purposes of our analysis, we have estimated the market value of the site as if it is free from any adverse environmental conditions.

Hazardous Materials

A Phase I report was not provided. I have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

Utilities:

The subject has access to municipal utilities, including electricity, from the City of Bentonville. The City of Bentonville provides electric, domestic water, irrigation water, wastewater and solid waste services to more than 22,200 customers within the City's service area. The following GIS map exhibit identifies the location of existing utility infrastructure in the vicinity of the subject parcel. These utilities are considered adequate for future commercial development of the site.

Improvements

According to inspection, the subject is a vacant tract.

Subject Photographs

Direction: Facing north viewing along east property boundary along SW [redacted]
Date: January 26, 2024
Initials: JC

Direction: Facing north viewing toward northeast property corner as seen from near center of east property frontage
Date: January 26, 2024
Initials: JC

Direction: Facing south viewing along [redacted]; driveway to right of photo is subject's driveway near southeast property corner
Date: January 26, 2024
Initials: JC

Direction: Facing south viewing along east property frontage as seen from near northeast property corner
Date: January 26, 2024
Initials: JC

Direction: Facing south viewing brush & vegetation along south property line near southeast property corner
Date: January 26, 2024
Initials: JC

Direction: Facing west toward subject property
Date: January 26, 2024
Initials: JC

Highest and Best Use

Before a property's value can be concluded, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as currently improved (if applicable).

The "highest and best use" of the property means the most favorable purpose to which the property is adaptable and the most valuable purpose for which it could have been used in the not-too-distant future. Highest and best use means the most advantageous use to which the property could actually be put without entering into speculation. It is the use of the property that would produce the maximum economic value on the date of the taking. -- Arkansas Model Jury Instructions-- Eminent Domain

In common appraisal practice the Highest and Best Use is defined as: That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonable probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value.

The definition above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use, to community environment or community development goals in addition to wealth maximation of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgement and analytical skill (i.e., that the use determined from analysis represents an opinion, not a fact to be found). In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In context of most probably selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the contect of investment value an alternative term would be most profitable use.[I]

Four tests are used to establish the highest and best use of a site. To qualify as the highest and best use all four tests must be satisfied. That is, the use must be:

The highest and best use must be:

1. Legally Permissible
2. Physically Possible
3. Financially Feasible
4. Maximally Productive

[I] The American Institute of Real Estate Appraisers, The Appraisal of Real Estate, 13th Edition 2008, pages 277/278.

HIGHEST AND BEST USE (“BEFORE” PROPERTY)

Legally Permissible (Existing & Future Land Use Regulations)

The subject is zoned C-2 (General Commercial) under the jurisdiction of Bentonville City which allows for a wide variety of uses, including commercial, retail, multifamily, institutional and limited industrial uses. Surrounding properties are similarly-zoned. Given surrounding zoning, a rezone of the subject is highly unlikely. A commercial use satisfies the test of legally permissible.

Physically Possible

The subject is 1.04-acre tract with conforming characteristics. The site has a generally rectangular configuration and lies at grade with the adjacent right of way. All utilities are immediately available and topography is generally level. Overall, there are no physical hurdles to development.

Financially Feasible and Maximally Productive

Financial feasibility relates to supply and demand factors for a particular use. There is active commercial development occurring in the general and specific market areas. This new development includes retail and service uses. The subject is located on the primary north-south artery in the area and benefits from high traffic counts. Collectively, this strongly suggests that commercial development would be financially feasible at present.

Conclusion

As improved

The subject property consists of an undeveloped tract of land. As such, a highest and best use conclusion as though unimproved is not applicable.

As though vacant

Maximally productive test analyzes the highest profit for the property. Considering the land as vacant, an investor would consider the legal/physical characteristics and financial feasibility of the property. Based upon the aforementioned analysis, the subject’s maximally productive and reasonable use would be for commercial development as demand warrants.

Whole Property Valuation

CONSIDERATION OF APPROACHES

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

Sales Comparison Approach:

In the Sales Comparison Approach, sales of comparable properties are adjusted for differences to estimate a value for the subject property. A unit of comparison such as price per square foot of building area or effective gross income multiplier is typically used to value the property. When developing an opinion of land value the analysis is based on recent sales of sites of comparable zoning and utility, and the typical units of comparison are price per square foot of land, price per acre, price per unit, or price per square foot of potential building area. In each case, adjustments are applied to the unit of comparison from an analysis of comparable sales, and the adjusted unit of comparison is then used to derive an opinion of value for the subject property.

The subject property is representative of the types of properties found within the market area. Comparable sales information has been found to support analysis and conclusions needed in the sales comparison approach. Therefore, this approach is considered a reliable source for establishing market value for the site.

Cost Approach:

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the Highest and Best Use of the land; or when relatively unique or specialized improvements are located on the site for which there are few improved sales or leases of comparable properties.

In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial incentive and depreciated improvement costs are then added, resulting in an opinion of value for the subject property.

Our valuation is limited to the land only; therefore, the Cost Approach is not a valid approach to estimate market value.

Income Approach:

This approach uses capitalization of expected future income as a basis for estimating value. The underlying assumption is that an informed purchaser will pay no more for the subject than would have to be paid for another property with an income stream of comparable amount, duration, and quality.

Vacant land is typically not traded on its income producing capability.

Weighing all information available for the appraisal of the subject property, the income approach would have little influence on the final estimate of value given that vacant land is typically not traded based upon its income producing capability. Any estimate of market value based on the income approach would therefore not be tested, supported, or validated within the general market area.

SALES COMPARISON APPROACH (SITE VALUATION)

SALES COMPARISON APPROACH (BEFORE)						
Summary of Comparable Sales						
		Sale Brochure #4	***Sale Brochure #11***	***Sale Brochure #14***	***Sale Brochure #21***	***Sale Brochure #48***
Location		804 SW Regional Airport Blvd	807 SE Walton Blvd	S Walton Blvd Lot B	E Centerton Blvd	100 SE Regional Airport Blvd
Date		3/7/2022	6/9/2022	10/11/2022	5/25/2023	4/28/2023
Sale Price		$2,500,000	$2,500,000	$1,122,105	$540,000	$1,304,308
Land Size (SF)	45,302 SF	108,900 SF	129,809 SF	48,787 SF	27,007 SF	54,014 SF
Land Size (AC)	1.04-ac.	2.50-ac.	2.98-ac.	1.12-ac.	0.62-ac.	1.24-ac.
Price per SF		**$22.96**	**$19.26**	**$23.00**	**$19.99**	**$24.15**
Price per Acre		**$1,000,000**	**$838,926**	**$1,001,879**	**$870,968**	**$1,051,861**
Sales Adjustments						
Property Rights	Fee Simple	Comparable	Comparable	Comparable	Comparable	Comparable
Financing	Cash Equivalent	Comparable	Comparable	Comparable	Comparable	Comparable
Conditions of Sale	Arm's Length	Comparable	Comparable	Comparable	Comparable	Comparable
Market Conditions	15%	30.21%	26.38%	21.29%	11.96%	13.08%
Adjusted Sale Price/SF		**$29.89**	**$24.34**	**$27.90**	**$22.39**	**$27.31**
Other Adjustments						
Location		0.00%	0.00%	(15.00%)	10.00%	0.00%
Frontage/Access		(30.00%)	(20.00%)	(20.00%)	(20.00%)	(20.00%)
Size		10.00%	10.00%	0.00%	(10.00%)	0.00%
Shape		0.00%	0.00%	0.00%	0.00%	0.00%
Functional Utility		0.00%	0.00%	0.00%	0.00%	0.00%
Utilities		(15.00%)	0.00%	0.00%	0.00%	0.00%
Zoning		0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Value		**$19.43**	**$21.91**	**$18.14**	**$17.91**	**$21.85**
Reconciled Value/Price Per SF						

EXPLANATION OF ADJUSTMENTS – SALE ADJUSTMENTS

- **Property Rights:** This adjustment considers the transfer of property rights, such as differences between properties owned in fee simple and in leased fee.
- **Financing:** This adjustment considers the financing terms of a transaction, as compared to what is typical in the market.
- **Conditions of Sale:** This adjustment considers the motivations of either the buyer or the seller in a transaction, e.g., when the comparable contains improvements with contributory value to be extracted out on a land sale or if the buyer or seller is atypically distressed or motivated.
- **Market Conditions:** Real estate values normally change over time. This adjustment considers market differences occurring between the effective date of the appraisal and the sale date of the comparable when values have appreciated or depreciated. Based upon the location and pricing trends observed in the market, a 15.00% annual adjustment has been applied.

EXPLANATION OF ADJUSTMENTS – OTHER ADJUSTMENTS

- **Location:** This adjustment considers the surrounding area influences, adjoining land uses, and overall location within the market area. Sales 4, 11, and 48 are located near the subject along the Regional Airport and Walton Blvd highways. No adjustment is warranted in these instances. Sale 14 is located in a superior commercial district and has been adjusted downward. Sale 21 is located in a residential area with limited commercial services. As such, the sale is adjusted upward.
- **Frontage/Access:** This adjustment considers access to the subject including the availability and amount of road frontage and multiple roadway access. The desirability of these factors varies based upon highest and best use. The subject has limited vehicle exposure along its east boundary with Rainbow Lane. Access is limited to a single driveway near its southeast property corner. The sales are considered superior to the subject in this regard. Sale 4 consists of a corner parcel with highway exposure along its south and west boundaries. Sale 14 is situated in an established commercial corridor with good exposure along its south boundary. The remaining sales, 11, 21, and 48, have frontage along Highway 12. Each of the sales have been adjusted downward accordingly.
- **Size:** Typically, smaller sites will bring higher unit sales prices when compared to larger sites with similar characteristics. Sales 14 and 48 are similar in size when compared to the subject. No adjustment is warranted. Sales 4 and 11 are slightly larger to the subject and has been adjusted upward. Conversely, Sale 21 is smaller to the subject and has been adjusted downward.
- **Shape:** This adjustment considers the configuration of the site. Generally, uniformly configured sites will bring higher unit sale prices when compared to sites with an irregular shape. However, the material impact varies based upon size, highest and best use, and overall market expectations. The subject and all the sales are considered similar in this regard and no adjustments are made.
- **Functional Utility:** This adjustment considers physical attributes (i.e., water features, tree coverage, floodplain), site configuration, encumbrances, and/or topography. The subject and sale are all fully functional tracts and no adjustments are warranted. Sale 4, however, was at the time of sale with a commercial building in relatively good condition. Although we have not concluded a formal determination of the contribution value of these improvements, they are considered to add limited interim value until the site is redeveloped. As such, the site is adjusted downward.
- **Utilities:** This adjustment considers the availability of utilities. The subject and sales all of have immediate access to utilities. No adjustment is warranted.

- **Zoning:** This adjustment considers permissible uses under zoning laws and other legal restrictions that apply to a site. The subject and all of the sales share the same highest and best use and no adjustments are made.

RECONCILIATION

The sales comparables are all reasonably similar to the subject and have been given equal consideration. Based upon the data presented, the appraiser's concluded value for the subject land is $20 per acre.

Sale #	Unit Value ($/SF)
Sale Brochure 21	$17.91
Sale Brochure 14	$18.14
Sale Brochure 4	$19.43
Subject	[redacted]
Sale Brochure 11	$21.91
Sale Brochure 11	$21.91

CONCLUDED LAND VALUE BY SALES COMPARISON APPROACH

Whole Land Value by Sales Comparison
45,302 SF x $[redacted]

Reconciliation of Approaches

Explanation

Final reconciliation is the process of evaluating alternative conclusions and selecting a final estimate of value from the approaches used in the report. The appraiser weighs the relative significance, applicability, and defensibility of the indications of value derived from each approach and places the most credence on those which provide a reasonable and well supported indication of market value. For the purposes of this analysis, only the Sales Comparison Approach for land value has resulted in a conclusion of market value.

WHOLE PROPERTY (BEFORE)							
Component							
Land	45,302	SF	@		F	@ 100%	= $
Improvements							$
Total (Whole Property - "Before")							**$**

Proposed Acquisition & Effects on Remainder

The is in the process of completing improvements to the intersection of . and The project is described on the BentonvilleBond.com website as follows:

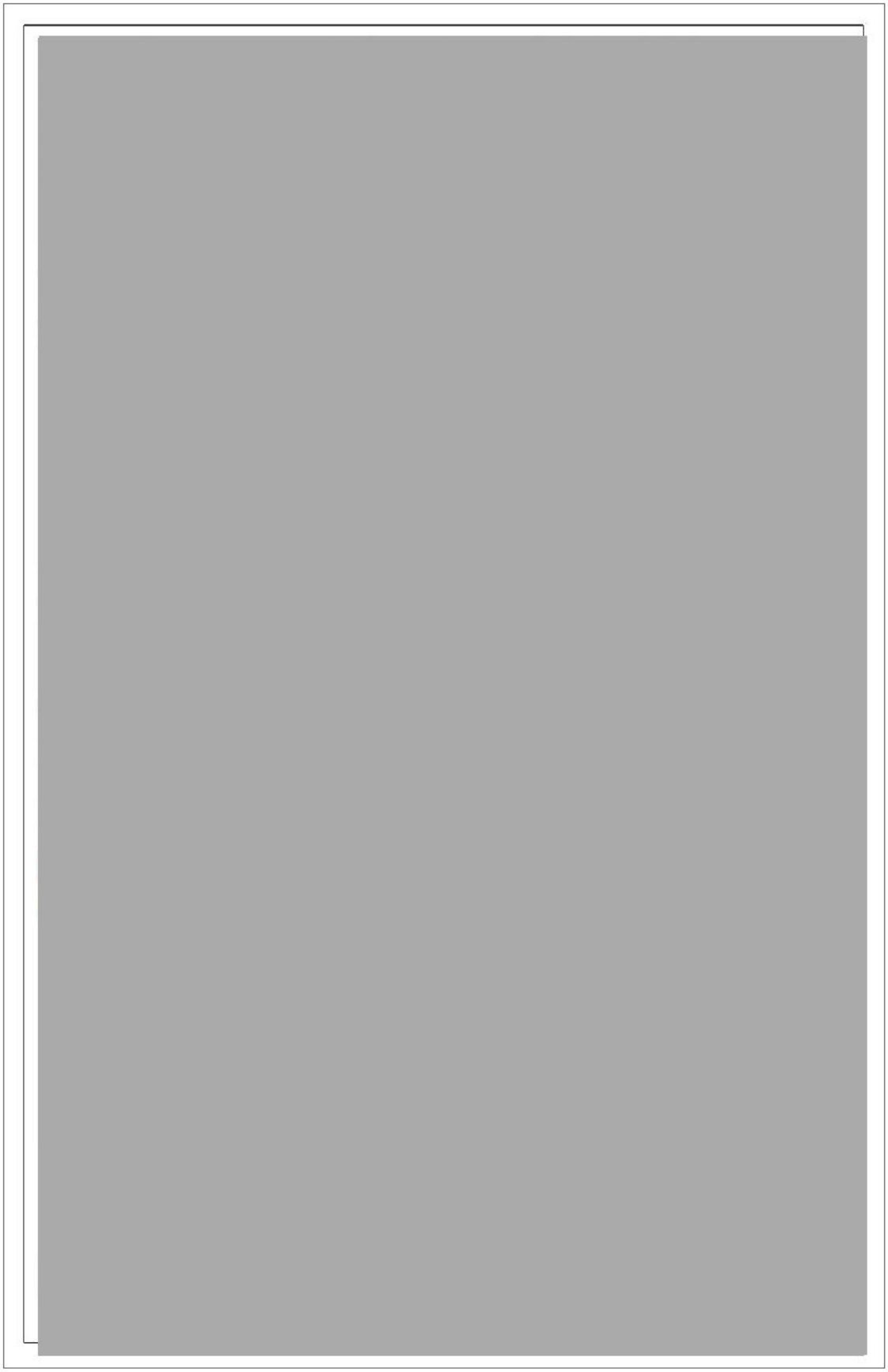
> *"The existing intersection of , commonly known as currently has an overall intersection LOS E, which will continue to deteriorate to an LOS F prior to the 2040 Design Year. The recommended improvements primarily consist of installing a flyover bridge to remove the westbound, left-turning traffic from the intersection. With the recommended improvements, an LOS C will be achieved for the projected 2040 traffic."*

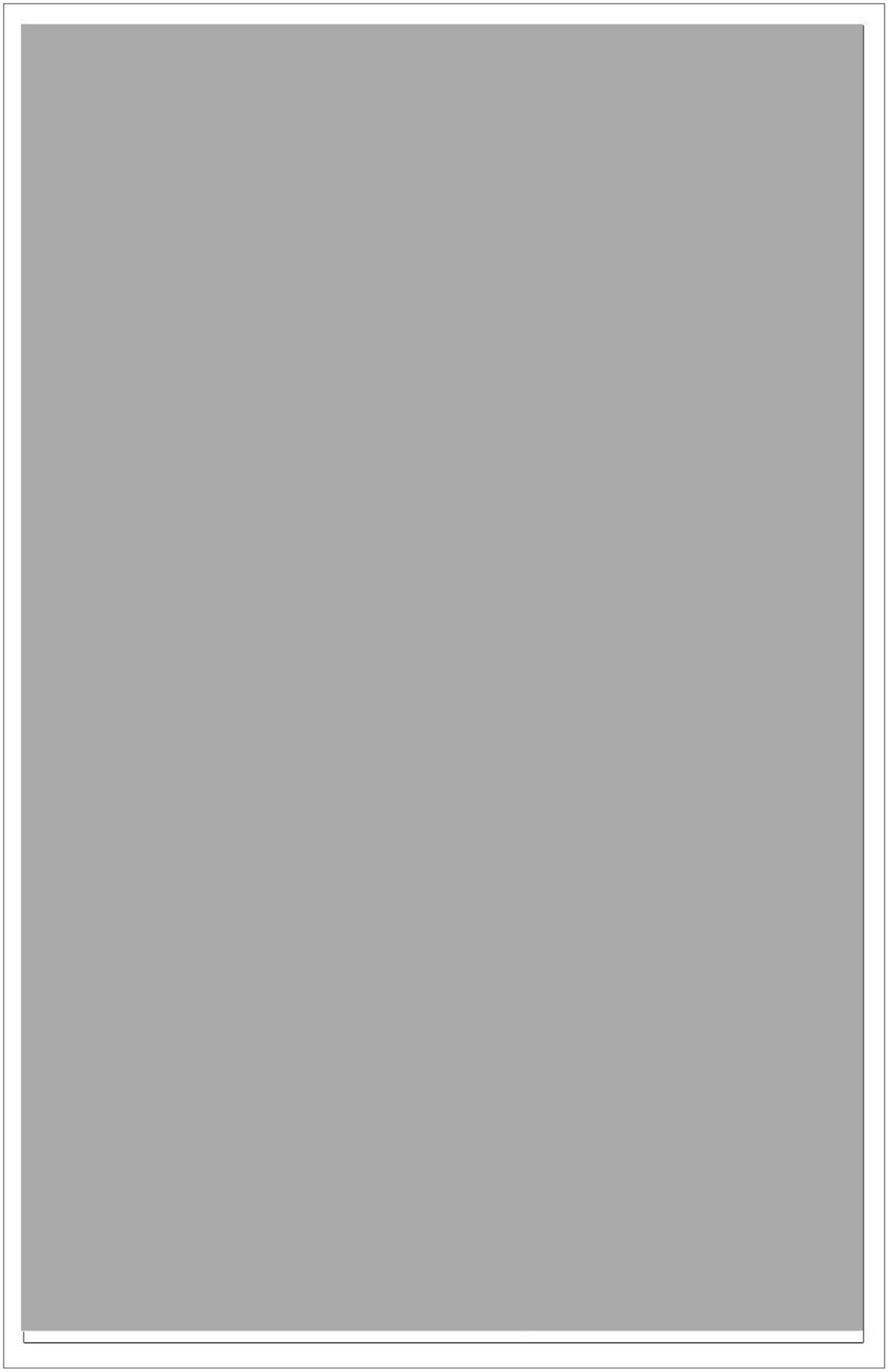
PROPOSED ACQUISITION

As part of the project, the city requires two acquisition components at the subject property. These consist of a right of way acquisition and a permanent easement. The images provided on the page that follows show the approximate location of the proposed acquisitions on the larger parcel. To add clarity to the discussion, I have labeled the acquisition areas within this report as Parcels 1 and 2, as summarized in the table below.

Summary of Proposed Acquisition		
ID	**Name of Taking**	**SF**
Parcel No. 1	Right of Way	3,334
Parcel No. 2	Permanent Utility Easement	4,698

The following pages include sketch exhibits and engineering drawings illustrating the location of the proposed acquisition. These drawings are followed by a narrative discussion of each of the acquisition components.





Parcel 1 – Right of Way

The proposed parcel 1 consists of a 3,334 SF right of way acquisition area that extends along the east property boundary. The acquisition area has a depth of 21.75-feet as measured from the northeast corner and then widens to a depth of 24.65-feet as measured from the southeast corner. The property is undeveloped and improvements in the vicinity of the proposed right of way acquisition are limited to brush and field grass. The acquisition is a fee acquisition.

Parcel 2 – Permanent Utility Easement

As was discussed earlier in the report, the perimeter of the property is encumbered in the before condition with an existing utility easement. The location of this existing easement is identified on the sketch exhibit provided on the preceding above in light blue shading. The project requires an additional 4,698 SF located adjacent to and west of the existing utility easement corridor. Similar to Parcel 1, improvements within the boundaries of the proposed utility easement are limited to unmaintained brush and vegetation.

With respect to the permanent easement, only a portion of the total bundle of rights (or fee simple estate) is being acquired as the property owner will still retain ownership of the area in question. Although we have not been provided a copy of the Utility Easement document that the city intends to use for this acquisition, utility easements typically grant the right construct and maintain utility infrastructure above, below, and over the property. The terms of the proposed utility easement will reduce the utility associated with the land to a surface use in perpetuity. In the after condition, no structural development capability exists.

The appraiser has considered the rights being acquired within the proposed drainage easement and the rights being retained by the fee simple owner, and 75% of fee is considered appropriate.

IMPROVEMENTS TO BE ACQUIRED:

The subject property consists of a bare tract of undeveloped plan. As such, the acquisition does not impact any improvements.

Remainder Analysis

An analysis of the remainder property has been considered as though the project is complete and in place as indicated on the ROW plans provided at the time of our appraisal.

PROPERTY DESCRIPTION

The remainder shape and utility will be very similar to the whole property and still falls within market expectations for development at the highest and best use (see analysis below for H&BU for the remainder). The ultimate question is “will the remainder command a lower price due to the presence of the easement?” Through our analysis, as well as additional market research, the appraisers were not able to discern any “across the board” diminution in value to the remainder property as a result of the proposed easement.

HIGHEST AND BEST USE (REMAINDER PROPERTY)

It is the appraiser’s opinion that commercial use will still be viable and the remainder after the acquisition will have the same highest and best use as before the acquisition.

Legally Permissible

No change

Physically Possible

The remainder is a 41,968 SF, or approximately 0.963-acre, tract of land located on the west side of , just south of . The remainder size falls within market expectations and development is still feasible with the highest and best use of commercial.

Financially Feasible

No change

Conclusion

<u>As vacant</u>

Based upon the aforementioned analysis, the subject remainder’s maximally productive and reasonable use would be for commercial use.

<u>As improved</u>

The subject remainder is vacant land; therefore, the highest and best use as improved is not applicable.

Remainder Property Valuation

Sales Comparison Approach – Land Value – Remainder

The land size, shape and utility of the subject site is similar in the remainder; therefore, the same comparable land sales and adjustments have been applied to the remainder land analysis.

In the after condition, . will be realigned where it meets (in the before condition, the property has highway frontage at its north boundary with Highway. , which runs in a north/south direction along the east boundary, consists of a local street which extends northward across before meeting with approximately 600 feet to the north. In the after condition, . will be realigned to extend south along the alignment, and then meet via a new signalized intersection at . In other words, the subject property will then exist as a corner parcel with the northeast corner fronting the intersection of and . This will represent a significant increase in vehicle exposure to the subject.

In light of the change in vehicle exposure and frontage characteristics in the after condition, I have adjusted the comparable sales accordingly. After analysis of each comparable sale to the subject remainder property, the appraisers estimate the market value for the Remainder to be per square foot as of January 26, 2024 (date of value). Within the easement areas, the remaining property rights are considered. We conclude an after-condition fee land value equivalent to the before condition at per square foot.

SALES COMPARISON APPROACH (AFTER)						
		Summary of Comparable Sales				
		Sale Brochure #4	*Sale Brochure #11*	*Sale Brochure #14*	*Sale Brochure #21*	*Sale Brochure #48*
Location		804 SW Regional Airport Blvd	807 SE Walton Blvd	S Walton Blvd Lot B	E Centerton Blvd	100 SE Regional Airport Blvd
Date		3/7/2022	6/9/2022	10/11/2022	5/25/2023	4/28/2023
Sale Price		$2,500,000	$2,500,000	$1,122,105	$540,000	$1,304,308
Land Size (SF)	45,302 SF	108,900 SF	129,809 SF	48,787 SF	27,007 SF	54,014 SF
Land Size (AC)	1.04-ac.	2.50-ac.	2.98-ac.	1.12-ac.	0.62-ac.	1.24-ac.
Price per SF	**$0.00**	**$22.96**	**$19.26**	**$23.00**	**$19.99**	**$24.15**
Price per Acre	**$0**	**$1,000,000**	**$838,926**	**$1,001,879**	**$870,968**	**$1,051,861**
Sales Adjustments						
Property Rights	Fee Simple	Comparable	Comparable	Comparable	Comparable	Comparable
Financing	Cash Equivalent	Comparable	Comparable	Comparable	Comparable	Comparable
Conditions of Sale	Arm's Length	Comparable	Comparable	Comparable	Comparable	Comparable
Market Conditions	15%	30.21%	26.38%	21.29%	11.96%	13.08%
Adjusted Sale Price/SF		**$29.89**	**$24.34**	**$27.90**	**$22.39**	**$27.31**
Other Adjustments						
Location		0.00%	0.00%	(15.00%)	10.00%	0.00%
Frontage/Access		(20.00%)	(10.00%)	(10.00%)	(10.00%)	(10.00%)
Size		10.00%	10.00%	0.00%	(10.00%)	0.00%
Shape		0.00%	0.00%	0.00%	0.00%	0.00%
Functional Utility		0.00%	0.00%	0.00%	0.00%	0.00%
Utilities		(15.00%)	0.00%	0.00%	0.00%	0.00%
Zoning		0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Value		**$22.42**	**$24.34**	**$20.93**	**$20.15**	**$24.58**
Reconciled Value/Price Per AC						

Cost Approach

The Cost Approach has not been considered as a reliable source for market value for the remainder subject.

Income Approach:

The income approach has not been considered as a reliable source for market value for the remainder subject.

Reconciliation

The analysis detailed in the preceding sections developed the market value of the subject remainder property using all the information, extraordinary assumptions, hypotheses, limiting conditions, descriptions, and disclosures stated in the above report. The estimate of value for the subject remainder property of this report is based upon an examination of appropriate information, general and specific, contained within the approaches employed by this report. The final value, as determined by this appraiser, is a comparison and analysis of approaches used and reflects the appraiser's opinion of the most accurate market value of the remainder property. After careful consideration of all the factors pertaining to the influencing of value, the data analysis supports the below conclusion of estimated market value for the subject remainder property as of January 26, 2024 (date of value).

VALUE OF THE REMAINDER							
Component							
Land - Unencumbered							
Land	37,270	SF	@		/SF	@ 100%	=
Improvements							
Total Land - Unencumbered							
Land - Encumbered							
Parcel No. 2 - Permanent Utility Easement	4,698	SF	@		/SF	@ 25%	=
Total Land - Encumbered							
Total Value of the Remainder							

Reconciliation

DIFFERENCE IN BEFORE AND AFTER VALUE

The tables below illustrate the difference in the before and after values for the subject property. The difference between the before and after values are accounted for by allocating the difference to land, improvements, damages to the remainder, and benefits, if any. The total of the allocation equals the difference between the before and after values.

REMAINDER PROPERTY COMPARISON	
Remainder Before	
Land	$
Improvements	$
Total	$
Remainder After	
Land	$
Improvements	$
Total	$
Difference	**$**

SALVAGE VALUE OF IMPROVEMENTS ACQUIRED

Salvage Value is defined as: The estimated value that an asset will realize upon its sale at the end of its useful life and for which refurbishing, or repair is neither desired, possible, nor economically feasible.

Description of Salvage Value

Does not apply.

Justification of Salvage:

No salvage value is considered due the subject being vacant land.

Allocation

Arkansas Job Number: N/A County: Benton Tract: [redacted]

Location: [redacted]

Arkansas, AR 72712

Fee Owner(s): [redacted]

Owner Address: [redacted] Las Vegas, NV 89180-6178

Area of Whole:	1.04-ac. ±	Permanent Easement(s)	0.11-ac. ±
Area of Remainder:	0.96-ac. ±	Temporary Easement(s):	0.00-ac. ±
Area of Acquisition:	0.08-ac. ±	Temporary Easement(s):	0.00-ac. ±

(Title Certificate and Legal Description Attached)

ESTIMATED FAIR MARKET VALUE OF THE PR	
Before	
Land	$
Improvements	$
Total	
After	
Land	$
Improvements	$
Total	
FAIR MARKET VALUE OF ACQUISITIONS (DIFFERENCE BETWEEN BEF	
(+) Temporary Construction Easement	
Total Compensation:	
(Rounded to nearest $1)	
Total Acquisition as of:	**January 26, 2024**

[redacted]

Jason Crump, Appraiser

March 12, 2024
Date

QC:

Certificate of Appraiser [redacted])

I, as the appraiser signing this report, hereby certify:

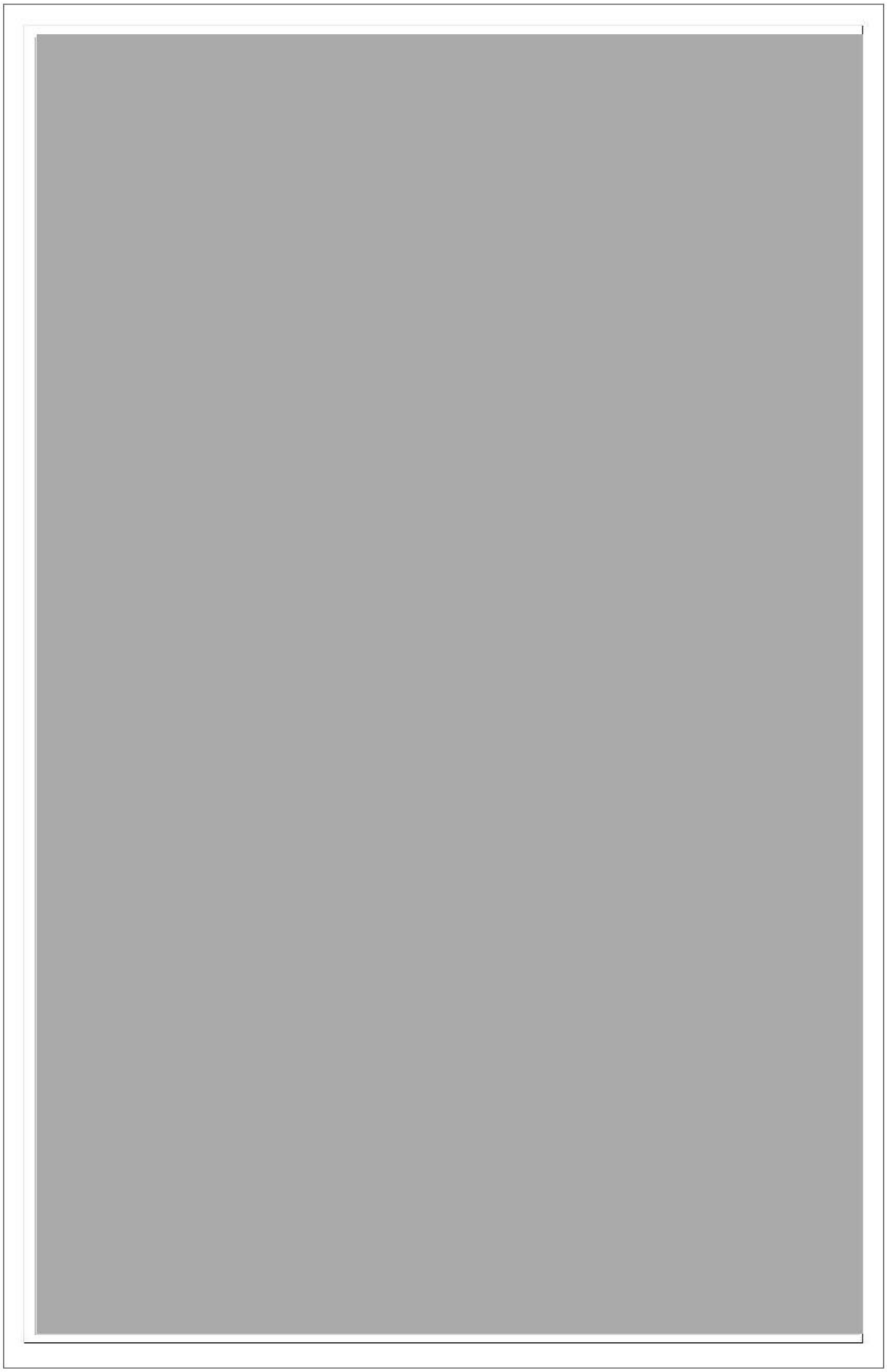
- I have made a personal field inspection of the comparable sales relied upon in making said appraisal.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- That the statements contained in the appraisal herein set forth are true, and the information upon which the opinion expressed therein are based is correct.
- The analyses, opinions, and conclusions are limited by the assumptions, limiting conditions, and legal instructions, and are the personal, unbiased, professional analysis, opinions, and conclusions of the appraiser.
- Genesee Borges provided significant real property appraisal assistance to the person signing this certification.
- That the existence of potentially hazardous material used in the construction or maintenance of any structures, and/or the existence of hazardous materials or hazardous waste, which may or may not be present on the property, was not observed by me; nor do I have any knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The existence of hazardous materials or potentially hazardous waste material may have an effect on the value of the property.
- That I understand that such appraisal may be used in connection with the acquisition of right of way for a project to be constructed by the State of Arkansas with the assistance of Federal-aid highway funds, or other Federal funds.
- That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal right of way for such purposes; that in appraising the value before acquisition, no consideration has been given to increases or decreased in Fair Market Value caused by the public improvement; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.
- That this assignment was not contingent upon developing or reporting predetermined results.
- That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.
- I have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That I have not revealed the findings and results of such appraisal to anyone other than the property officials of the [redacted] of said [redacted] or officials of the [redacted] and I will not do so until so authorized by said State Officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- That I have made a personal inspection of the property appraised. The property owner, or a designated representative, was given the opportunity to accompany the appraiser on the property inspection.
- That in my opinion, the basis for just compensation for the acquisition as January 26, 2024 is $[redacted] based upon my independent appraisal and the exercise of my professional judgement.

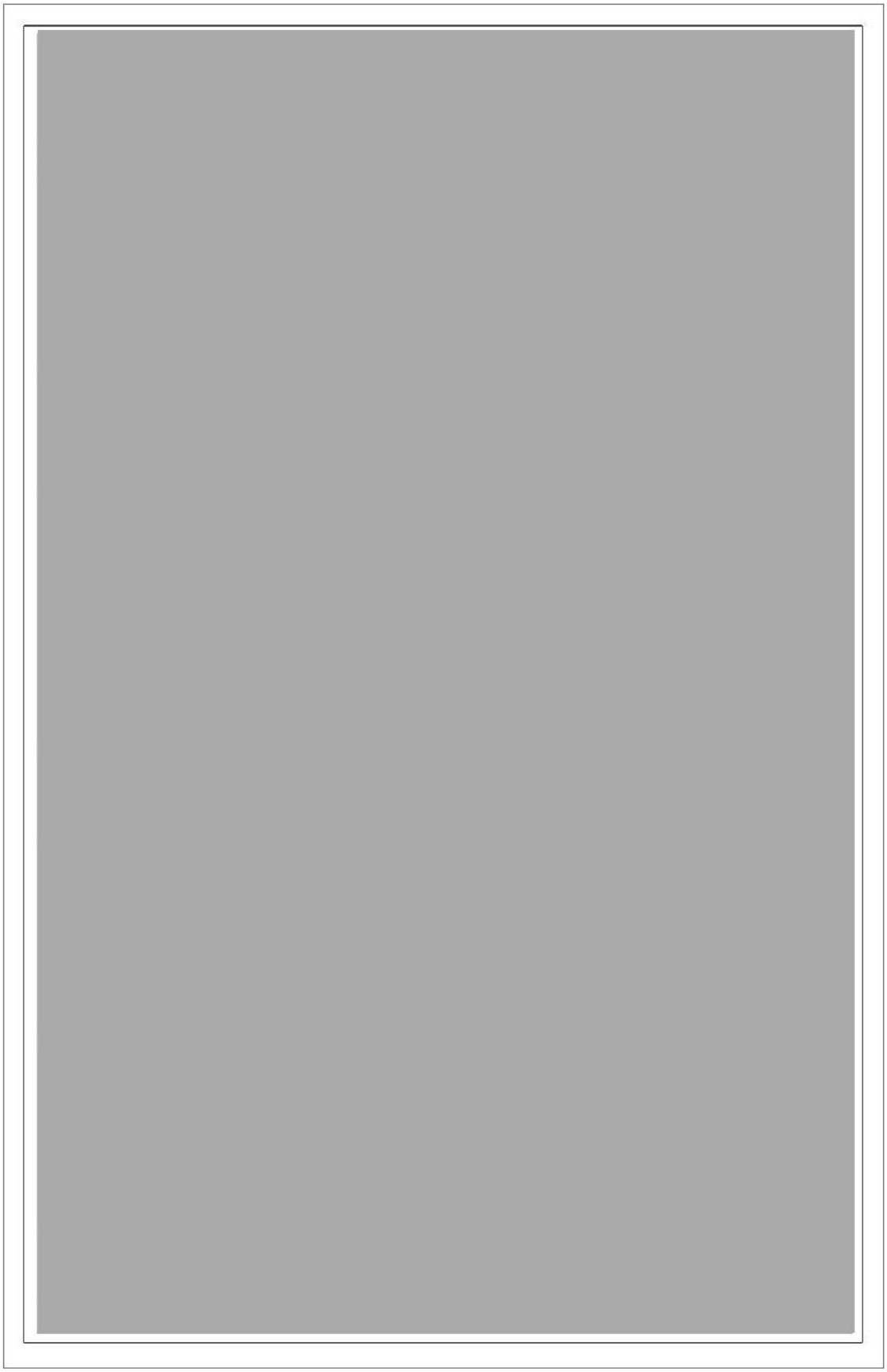
Jason Crump, Appraiser

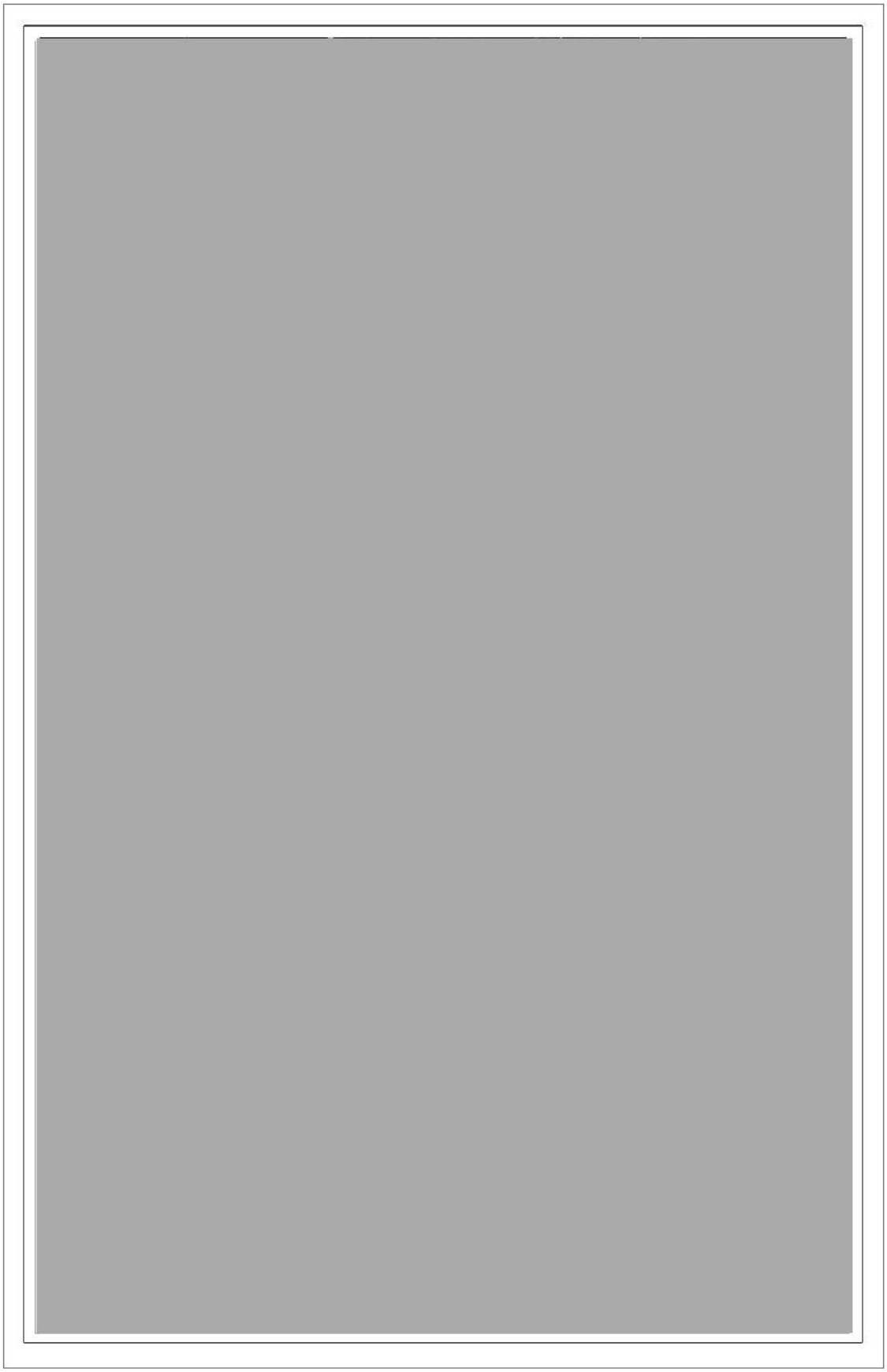
March 12, 2024
Date

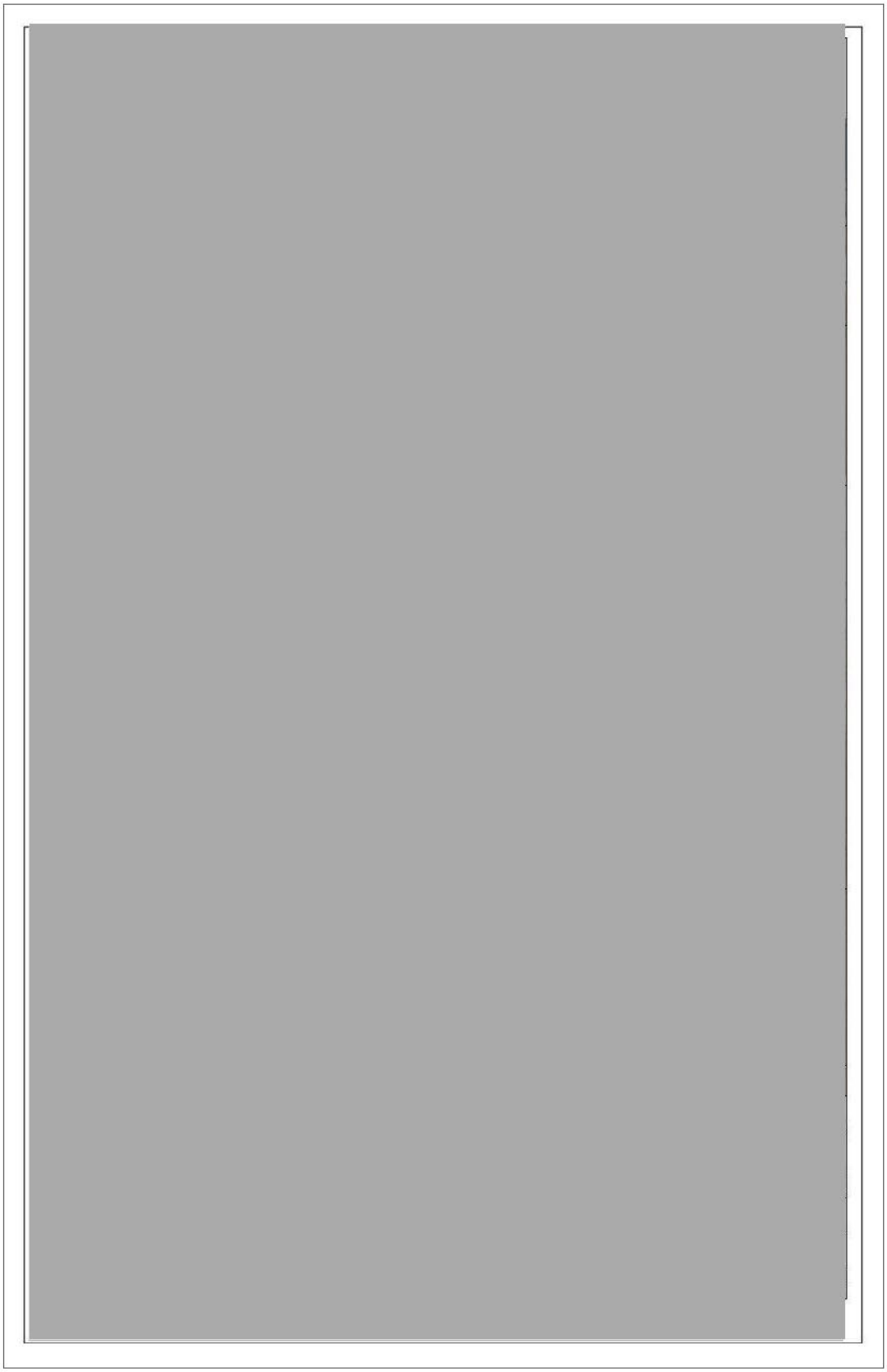
Addenda

Addendum A: Right of Way Plan Sheets









[redacted]

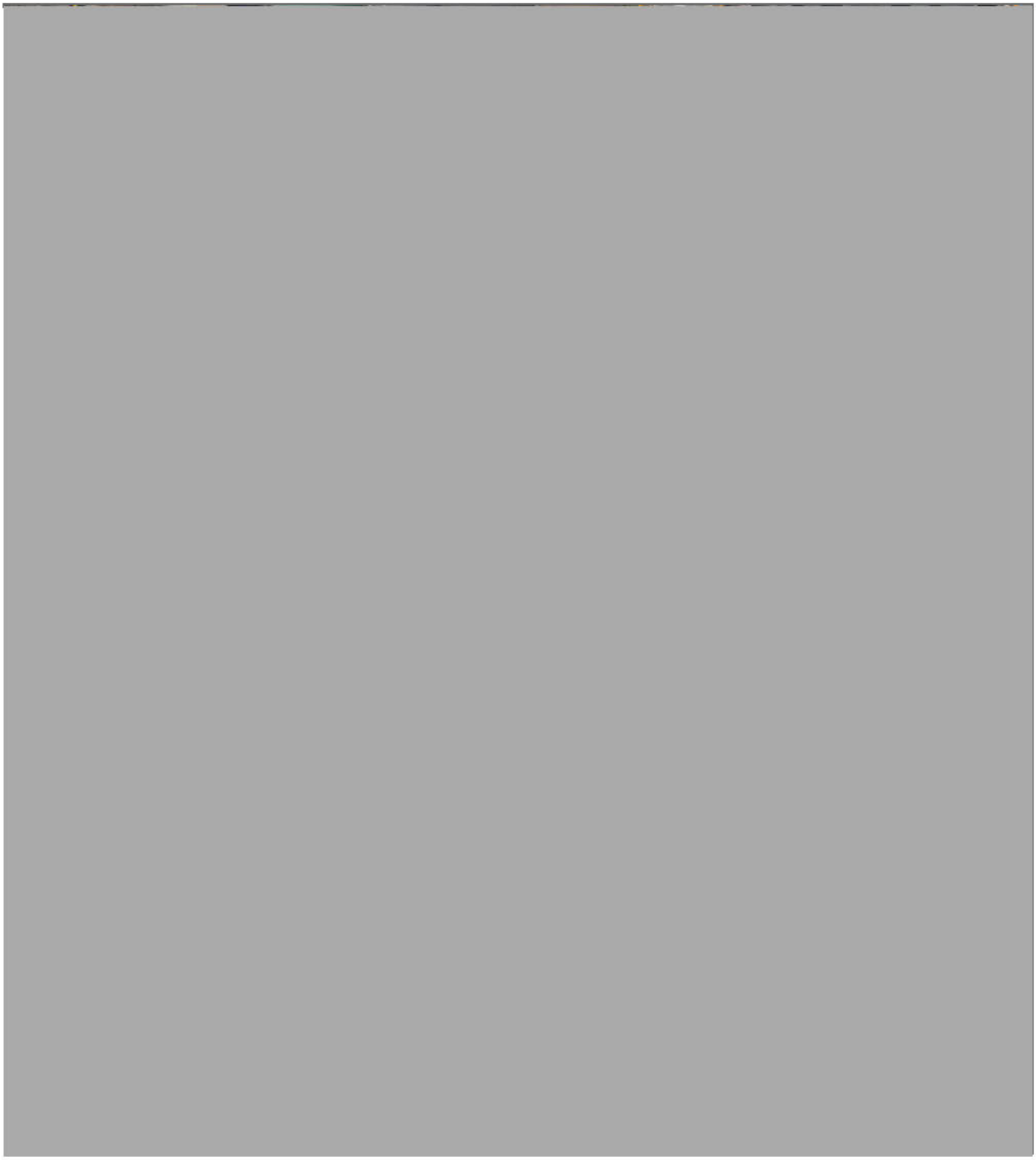
1-12-23

[redacted]

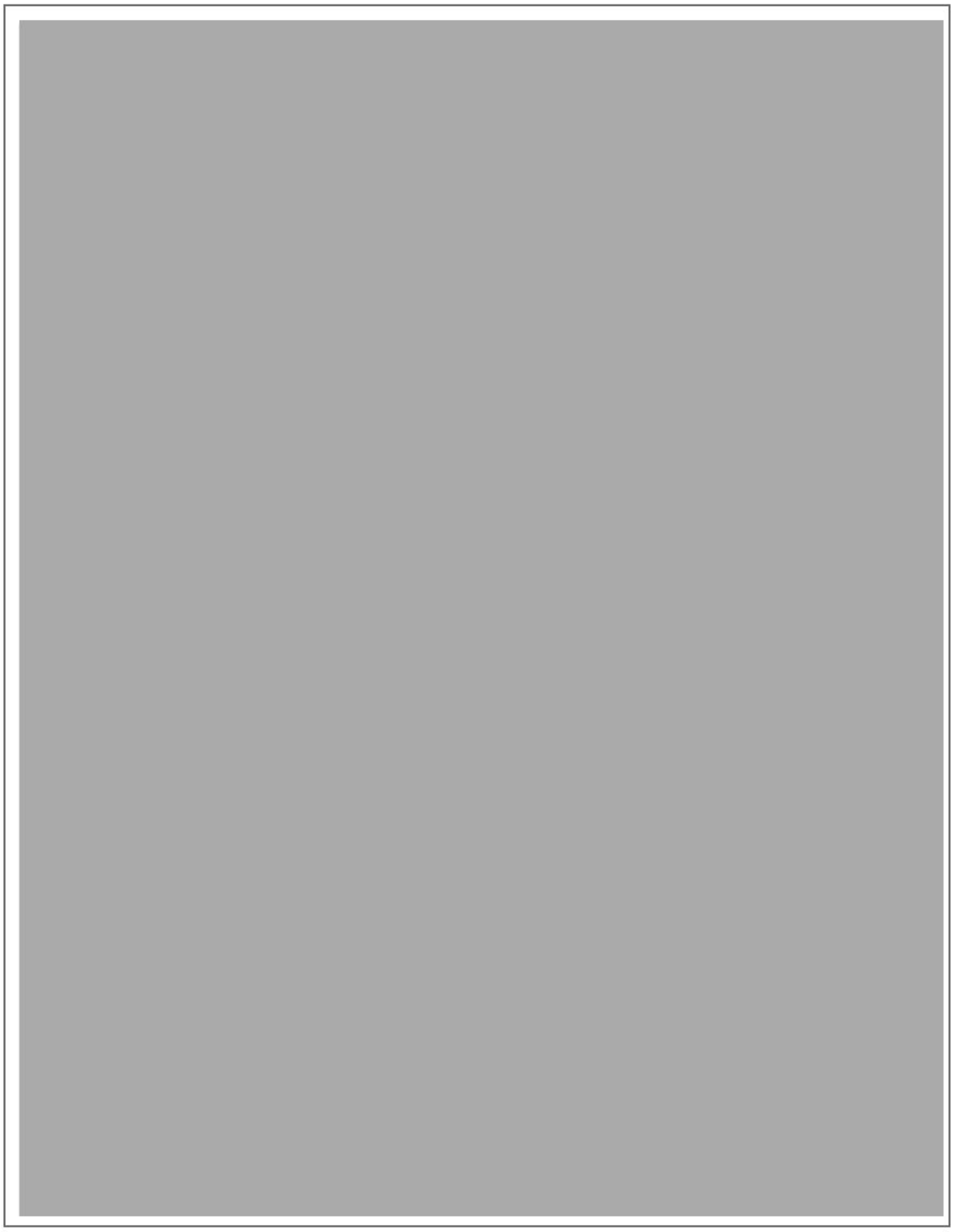
1-12-23

Page 1 of 1

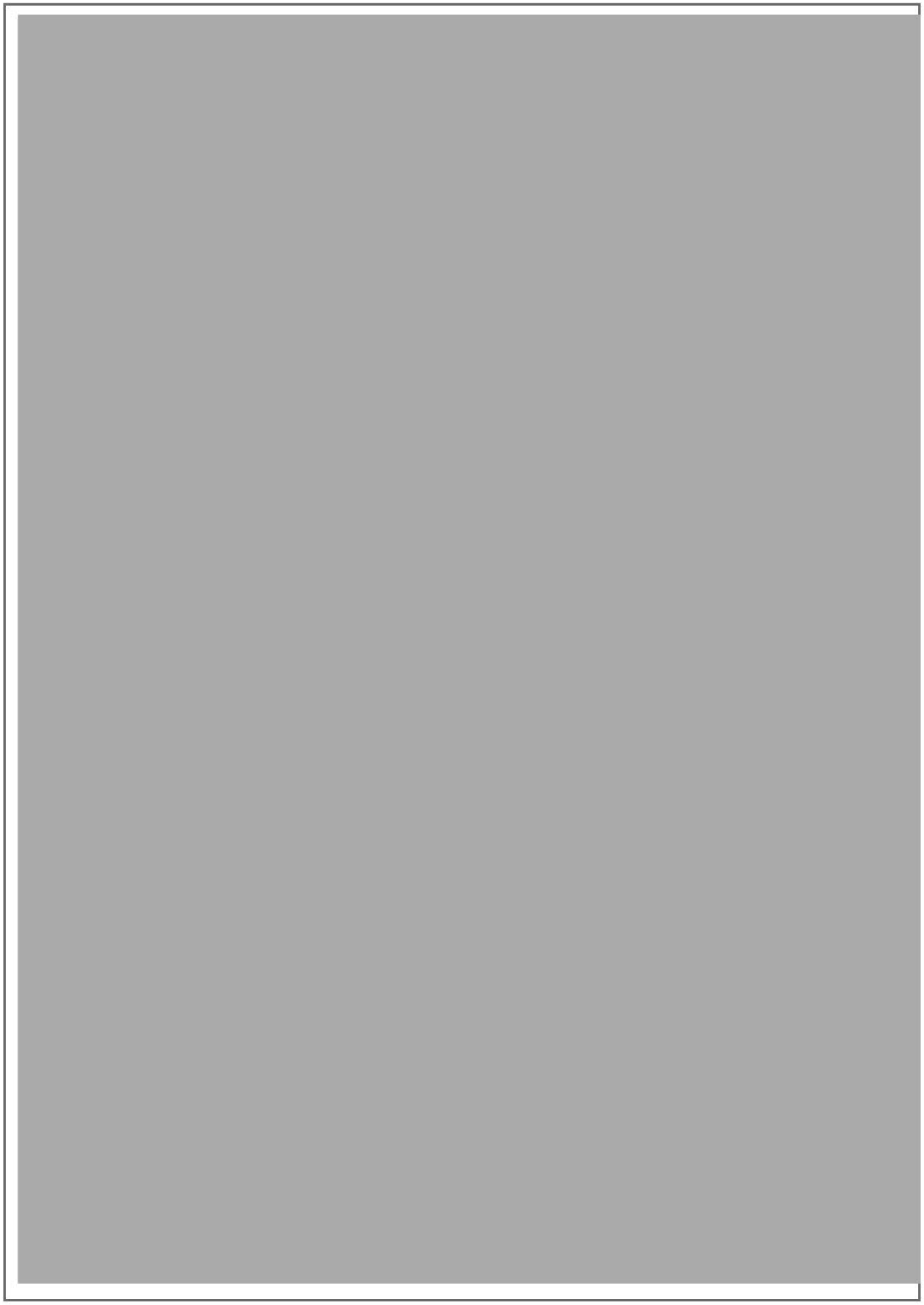
Addendum B: Subject Aerial Map



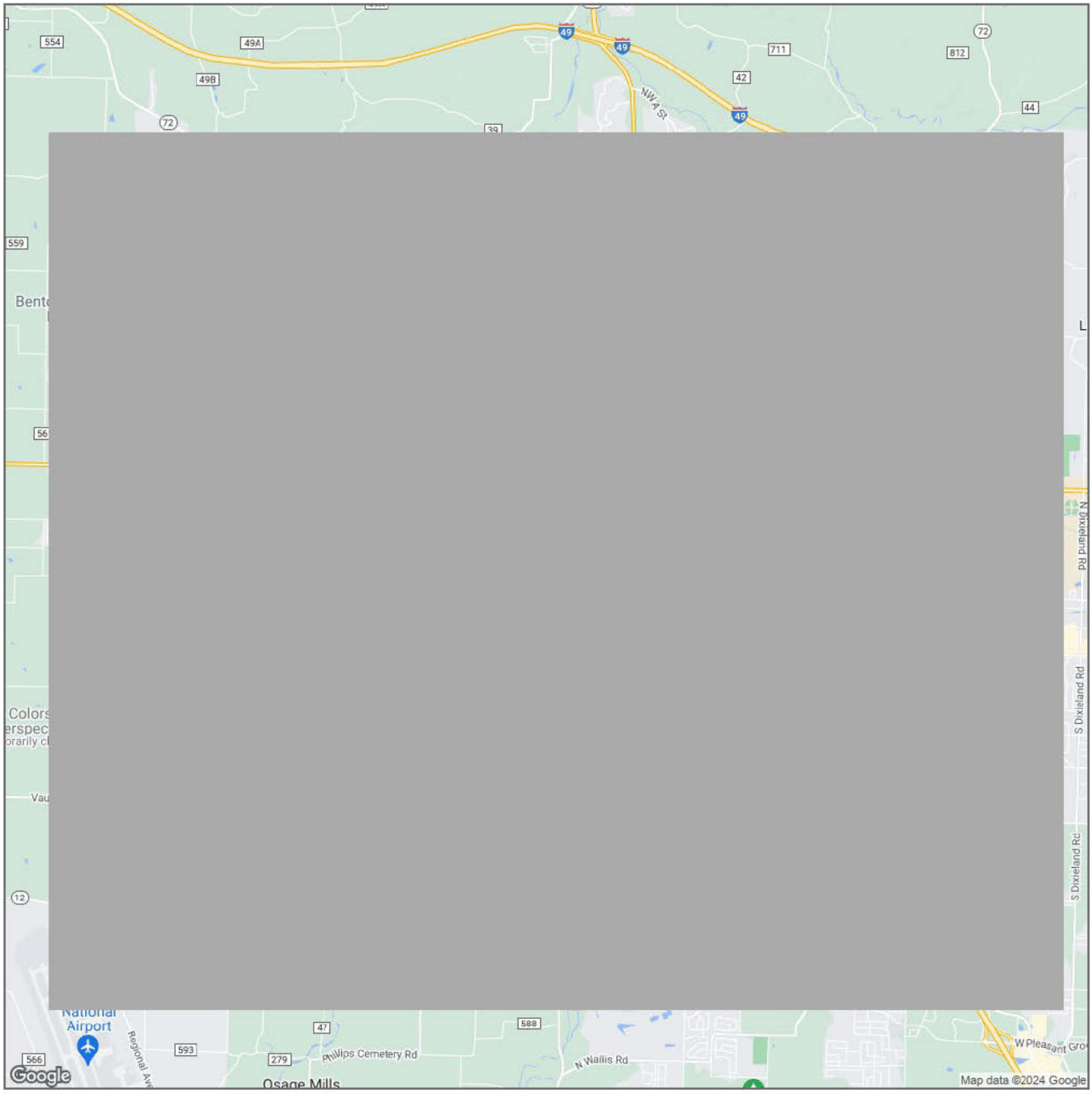
Addendum C: Tax / Plat Map



Addendum D: Zone Map



Addendum E: Comparable Sales Data Sheets



LAND SALE COMPARABLE 1

Property Name:	Sale Brochure #4
Address:	804 Southwest Regional Airport Boulevard
City, State, Zip:	Bentonville AR 72713
Jurisdiction:	Benton County
MSA:	
Submarket:	
Property Type:	Land
Property Subtype:	Commercial
Classification:	N/A
ID:	768118
Tax Number(s):	01-05275-002

PROPERTY INFORMATION

Site Area (Acres):	2.5000	Public Utilities:	All Available
Site Area (Sq.Ft.):	108,900	Electricity:	Yes
Zoning:	C-2	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	L2022-015494	NOI:	N/A
Sale Date:	3/2022	Price per Sq.Ft.:	$22.96
Sale Price:	$2,500,000	Price per Acre:	$1,000,000
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Cornerstone Baptist Church	Price per Potential Units:	N/A
Grantee:	Evans Investment Group, LLC		
Financing:	Cash to Seller		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Paul Esterer (479)-685-6612, pesterer@mosestucker.com, Moses Tucker Partners

COMMENTS

LAND SALE COMPARABLE 2

Property Name:	Sale Brochure #11
Address:	807 Southeast Walton Boulevard
City, State, Zip:	Bentonville AR 72712
Jurisdiction:	Benton County
MSA:	Fayetteville-Springdale-Rogers
Submarket:	
Property Type:	Land
Property Subtype:	Retail-Commercial
Classification:	N/A
ID:	768129
Tax Number(s):	01-00184-000

PROPERTY INFORMATION

Site Area (Acres):	2.9800	Public Utilities:	All Available
Site Area (Sq.Ft.):	129,809	Electricity:	Yes
Zoning:	C-2	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	L2022-39164	NOI:	N/A
Sale Date:	6/2022	Price per Sq.Ft.:	$19.26
Sale Price:	$2,500,000	Price per Acre:	$838,926
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Terry L Law., et al	Price per Potential Units:	N/A
Grantee:	Glide Xpress Principal Group, LLC		
Financing:	Cash to Seller		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Verified with Kurt Green, the buyer.

COMMENTS

LAND SALE COMPARABLE 3

Property Name:	Sale Brochure #14
Address:	1003 South Walton Boulevard
City, State, Zip:	Bentonville AR 72712
Jurisdiction:	Benton County
MSA:	Fayetteville-Springdale-Rogers
Submarket:	
Property Type:	Land
Property Subtype:	Retail-Commercial
Classification:	N/A
ID:	768136
Tax Number(s):	01-20307-000

PROPERTY INFORMATION

Site Area (Acres):	1.1200	Public Utilities:	All Available
Site Area (Sq.Ft.):	48,787	Electricity:	Yes
Zoning:	C-2	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	L202265770	NOI:	N/A
Sale Date:	10/2022	Price per Sq.Ft.:	$22.80
Sale Price:	$1,112,105	Price per Acre:	$992,951
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Redbud Holdings, LLC	Price per Potential Units:	N/A
Grantee:	Herbst Holdings, LLC		
Financing:	Cash to Seller		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Verified with CoStar and public records. We reached out to Alan Cole, the sale and listing agent but did not receive a response.

COMMENTS

LAND SALE COMPARABLE 4

Property Name:	Sales Brochure #21
Address:	1530 East Centerton Boulevard
City, State, Zip:	Bentonville AR 72712
Jurisdiction:	Benton County
MSA:	Fayetteville-Springdale-Rogers
Submarket:	
Property Type:	Land
Property Subtype:	Retail
Classification:	N/A
ID:	768022
Tax Number(s):	01-13251-003

PROPERTY INFORMATION

Site Area (Acres):	0.6800	Public Utilities:	All Available
Site Area (Sq.Ft.):	29,621	Electricity:	Yes
Zoning:	C-1	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	L-202326792	NOI:	N/A
Sale Date:	5/2023	Price per Sq.Ft.:	$18.23
Sale Price:	$540,000	Price per Acre:	$794,118
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Land of Dog Bentonville, LLC	Price per Potential Units:	N/A
Grantee:	Proper Tea Holdings		
Financing:	Cash to Seller		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Verified with Brennan Sharpe with Steve Fineberg & Associates, the listing agent.

COMMENTS

LAND SALE COMPARABLE 5

Property Name:	Sale Brochure #48
Address:	1000 Southwest Regional Airport Boulevard
City, State, Zip:	Bentonville AR 72712
Jurisdiction:	Benton County
MSA:	Fayetteville-Springdale-Rogers
Submarket:	
Property Type:	Land
Property Subtype:	Retail-Commercial
Classification:	N/A
ID:	768279
Tax Number(s):	01-15859-000

PROPERTY INFORMATION

Site Area (Acres):	1.2400	Public Utilities:	All Available
Site Area (Sq.Ft.):	54,014	Electricity:	Yes
Zoning:	C-2	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	N/A
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

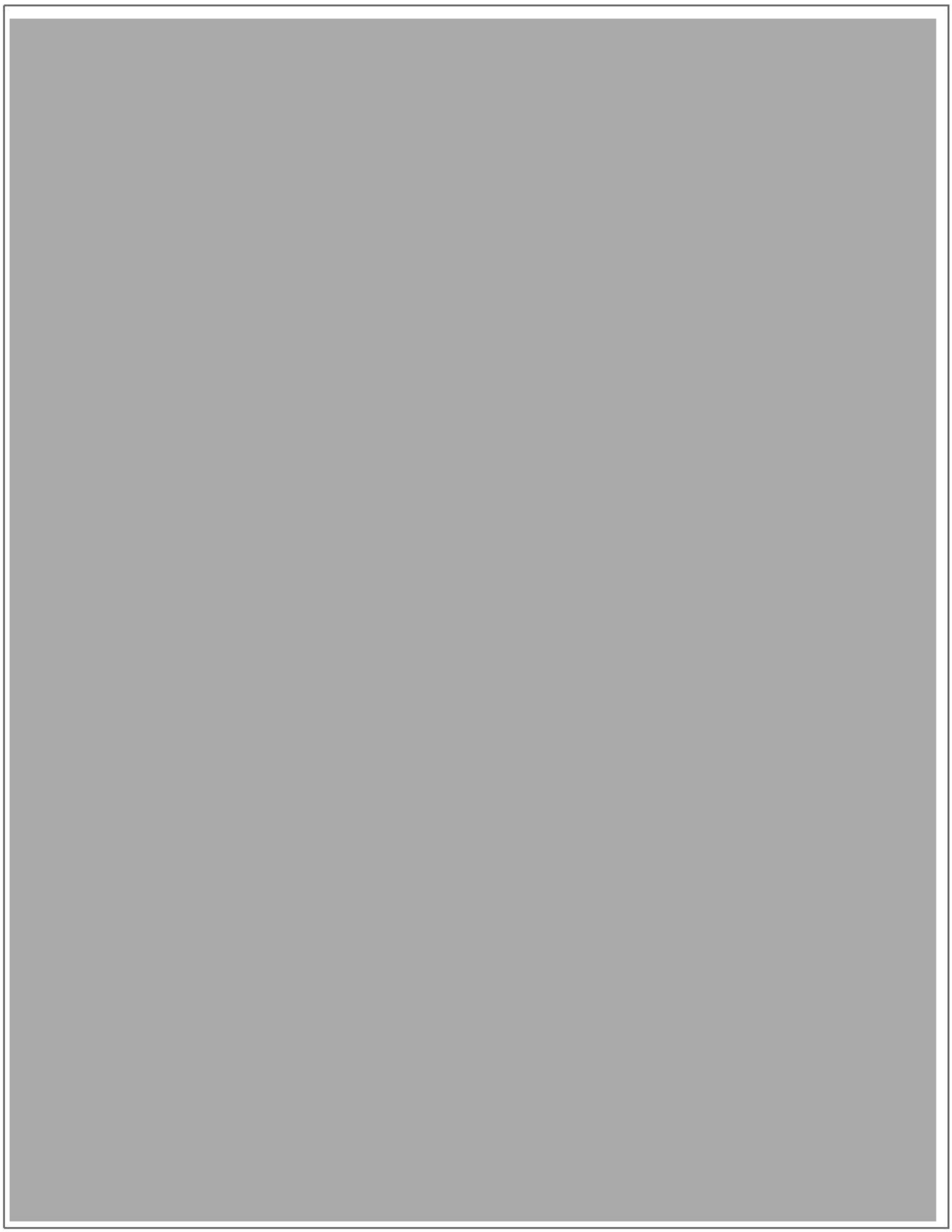
Status:	Recorded Sale	OAR:	N/A
Deed Reference:	L202320808	NOI:	N/A
Sale Date:	4/2023	Price per Sq.Ft.:	$24.15
Sale Price:	$1,304,308	Price per Acre:	$1,051,861
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	The Resource Planning Accommodation, LLC	Price per Potential Units:	N/A
Grantee:	SC RAB, LLC		
Financing:	Cash to Seller		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

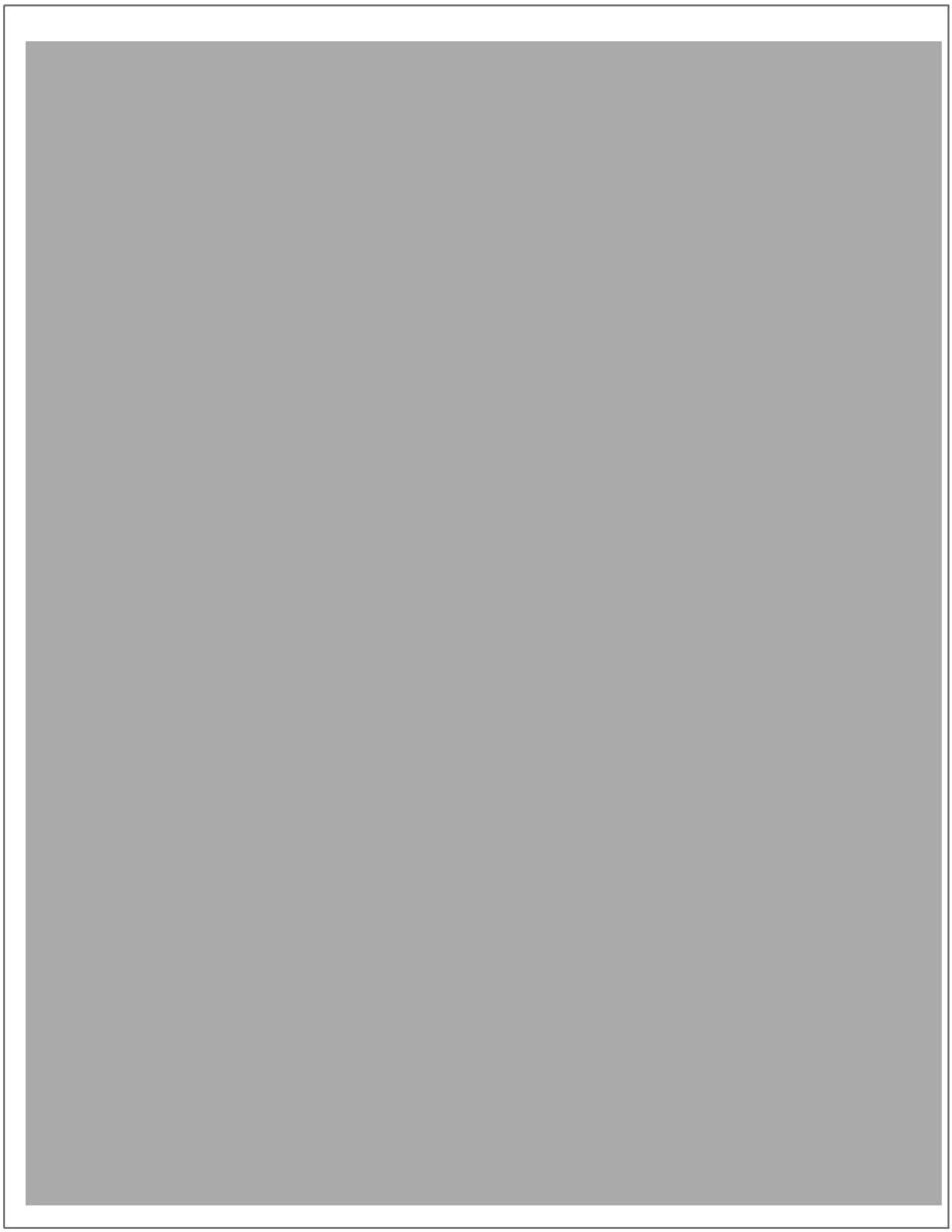
Steven P Lane 479-366-6000 steve.lane@colliers.com, Colliers

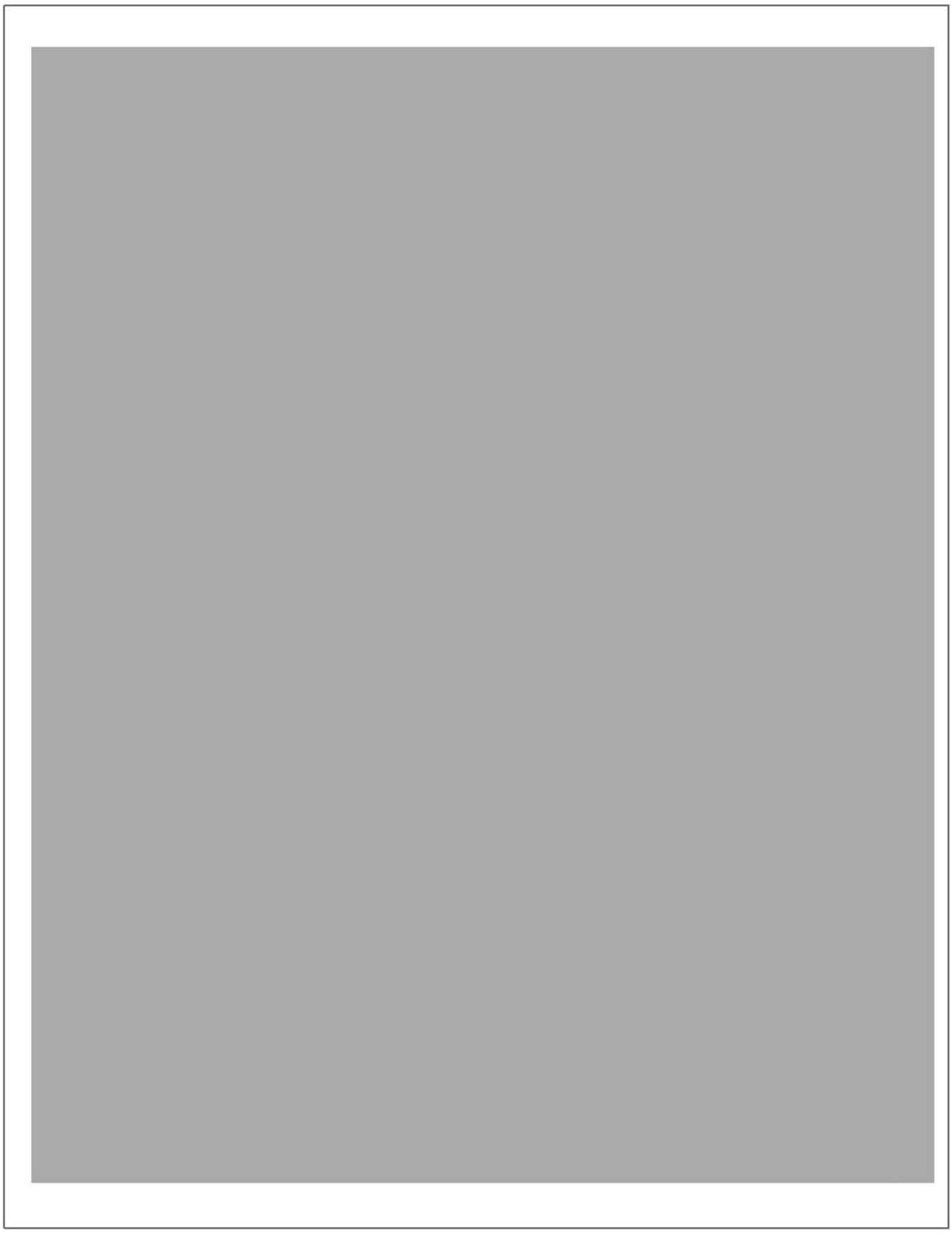
COMMENTS

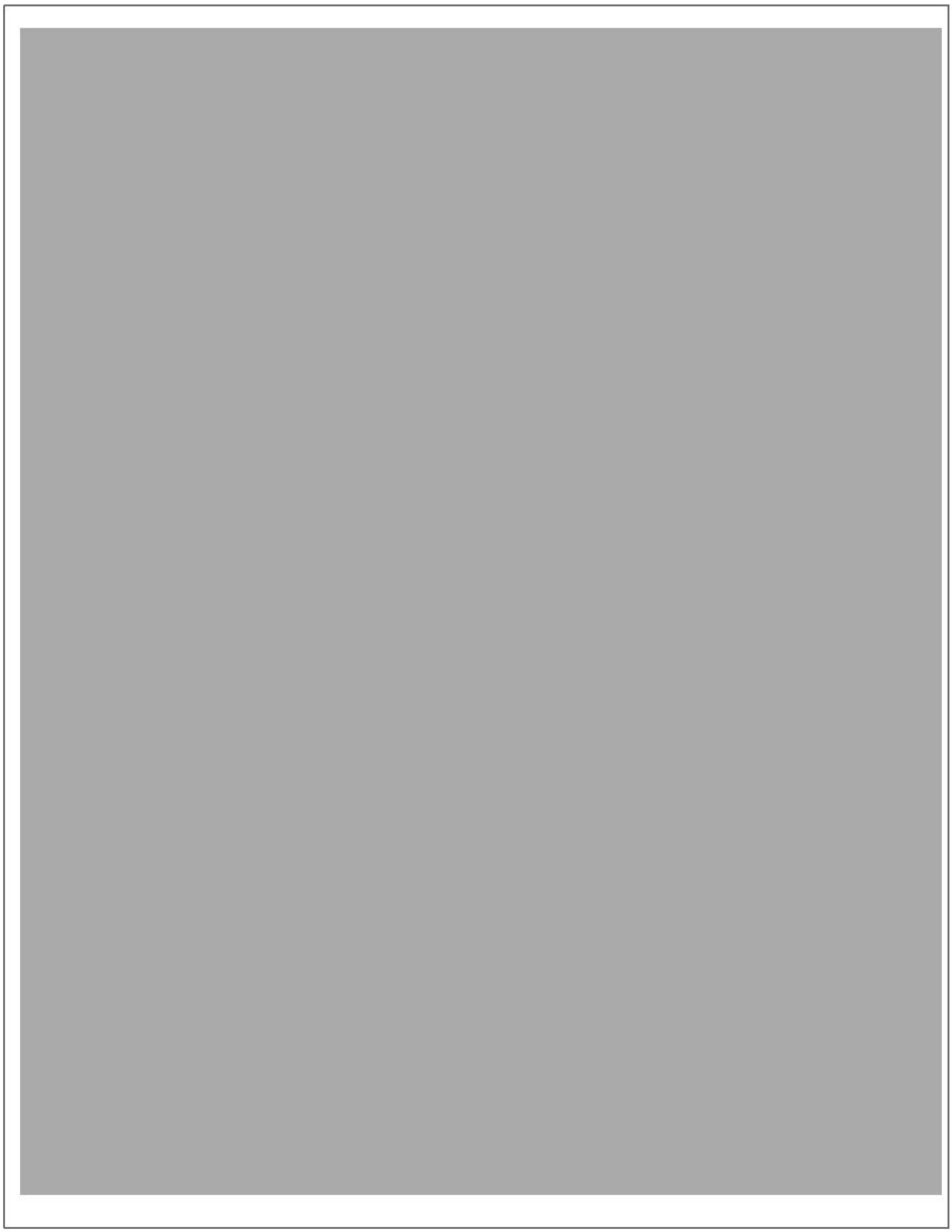
Addendum F: DataTree Property Profile

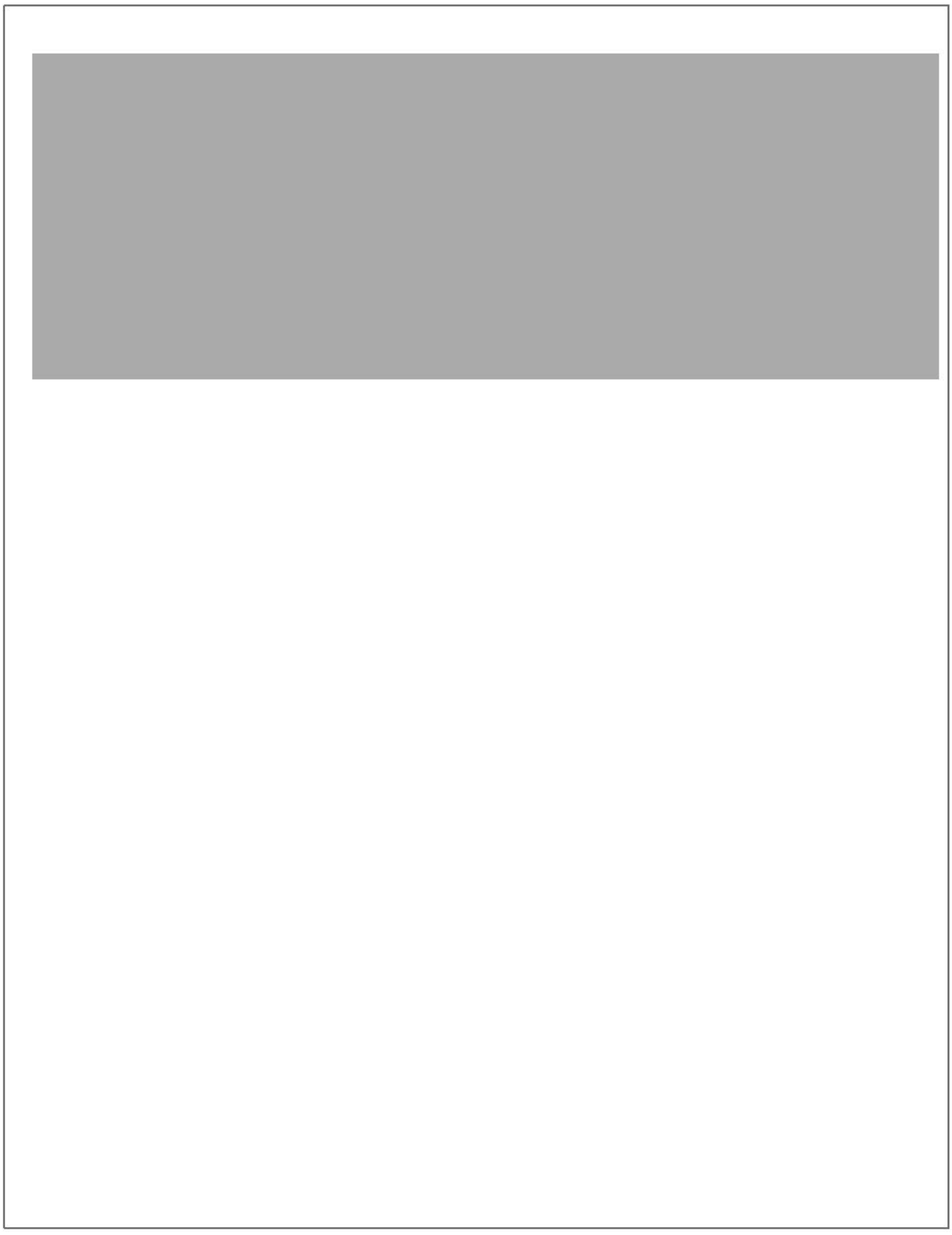


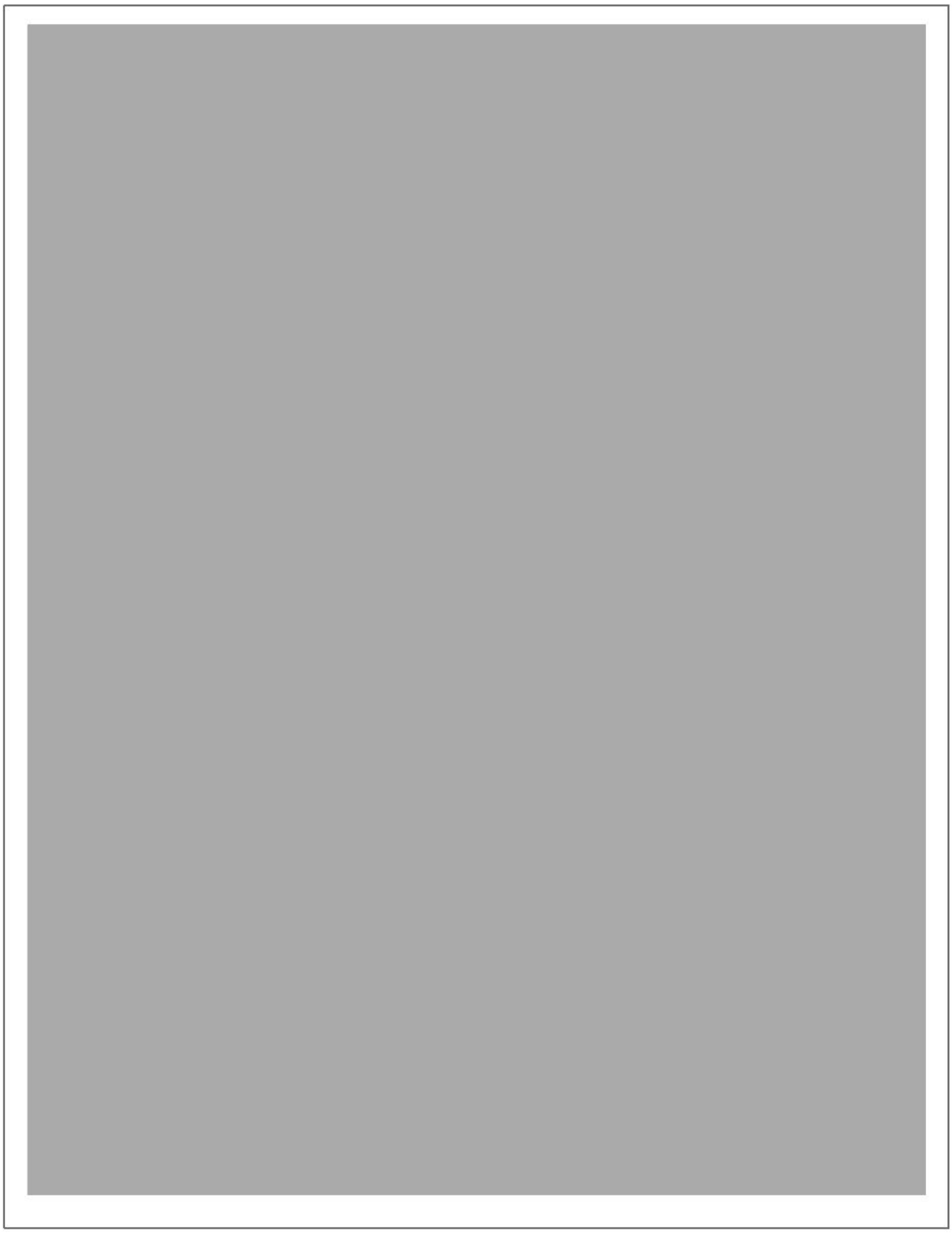
Addendum G: Title Certificate

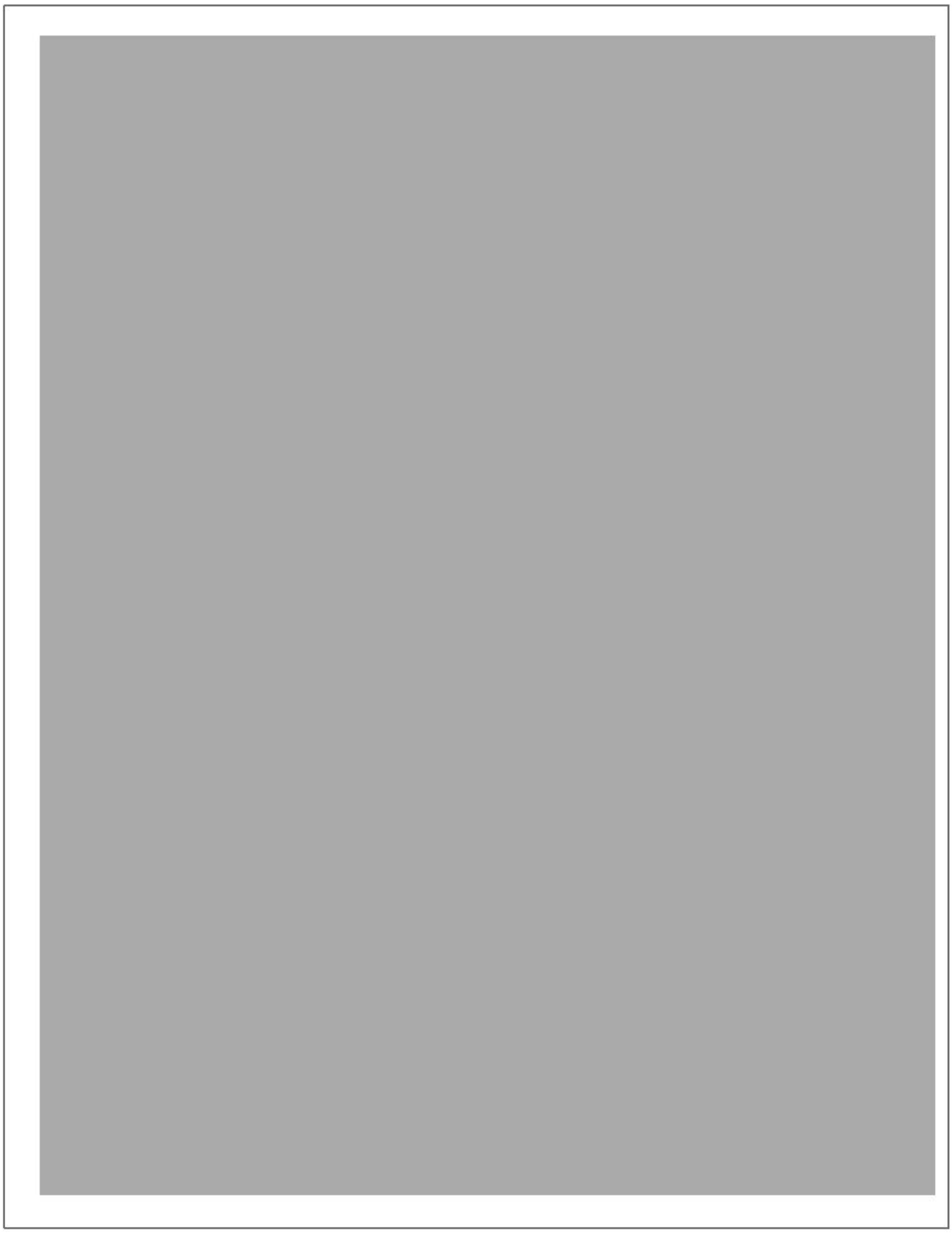


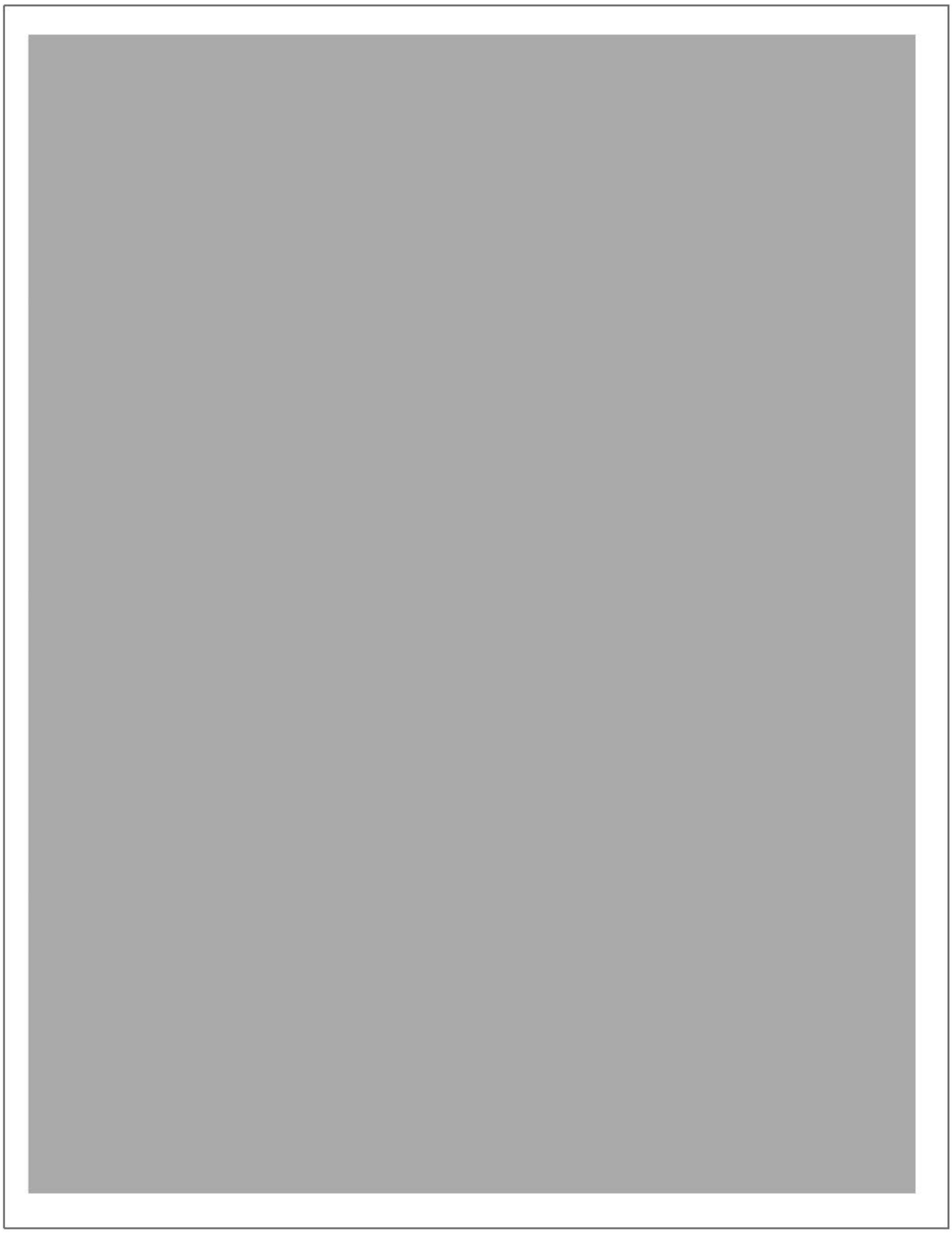


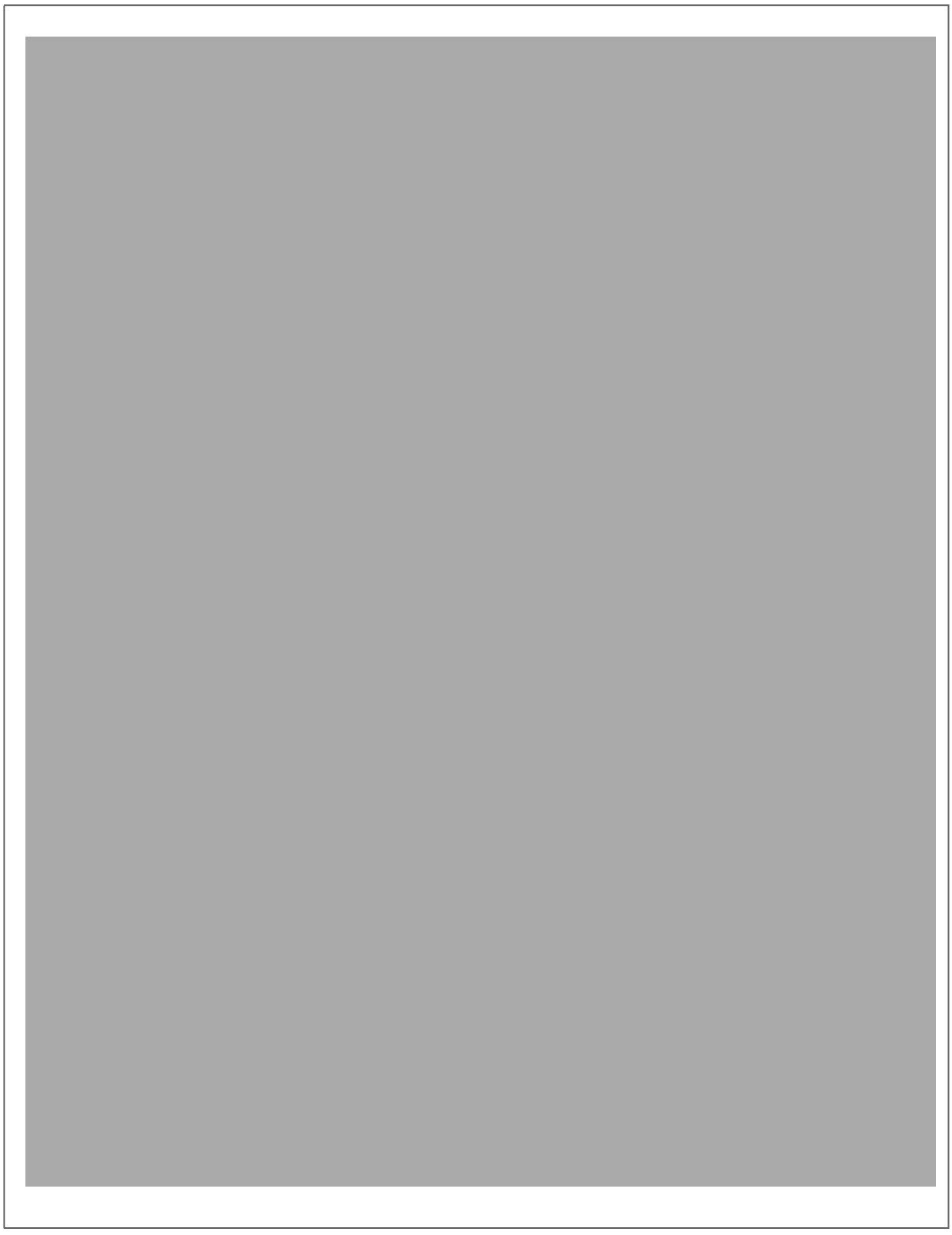






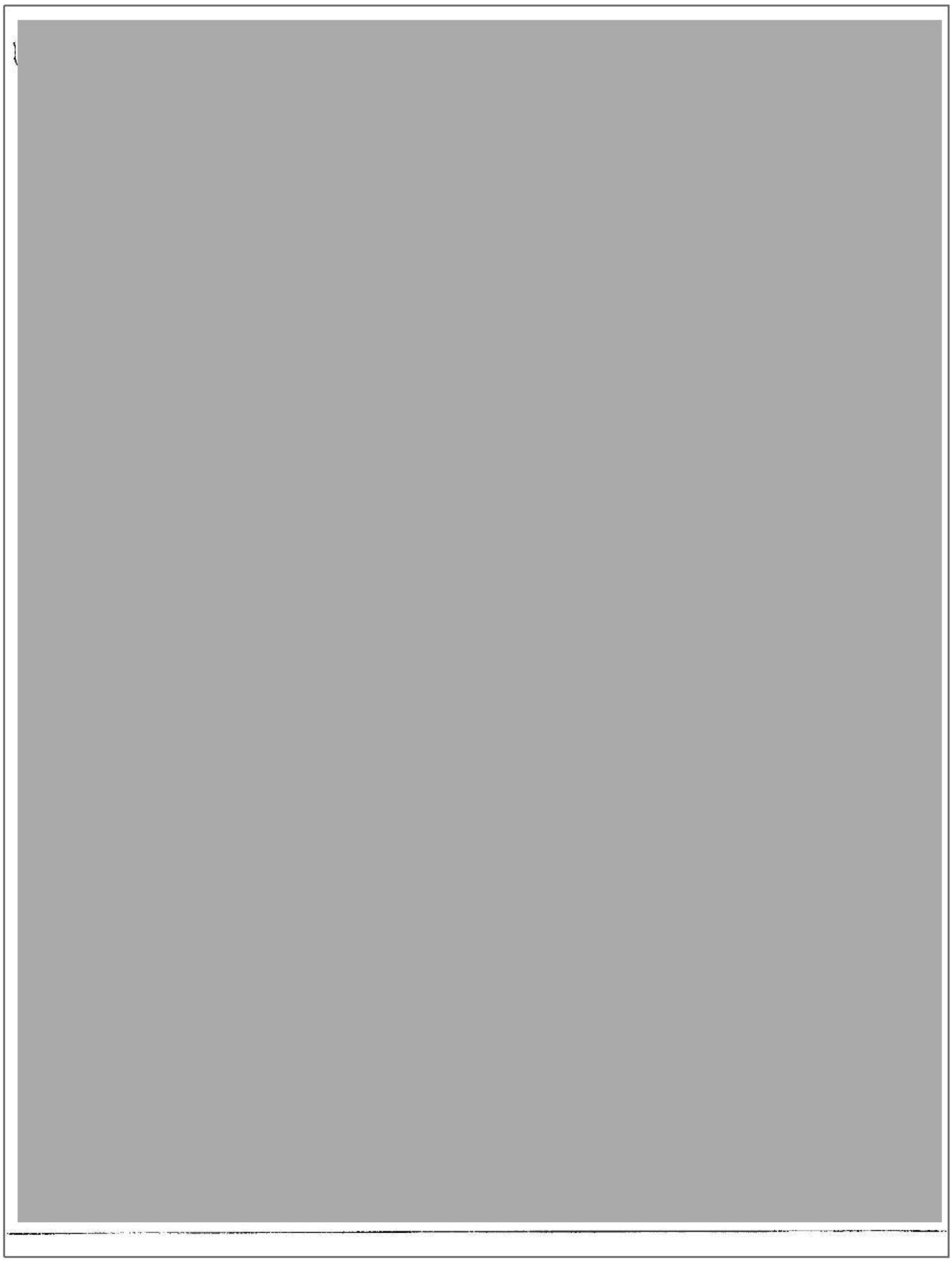


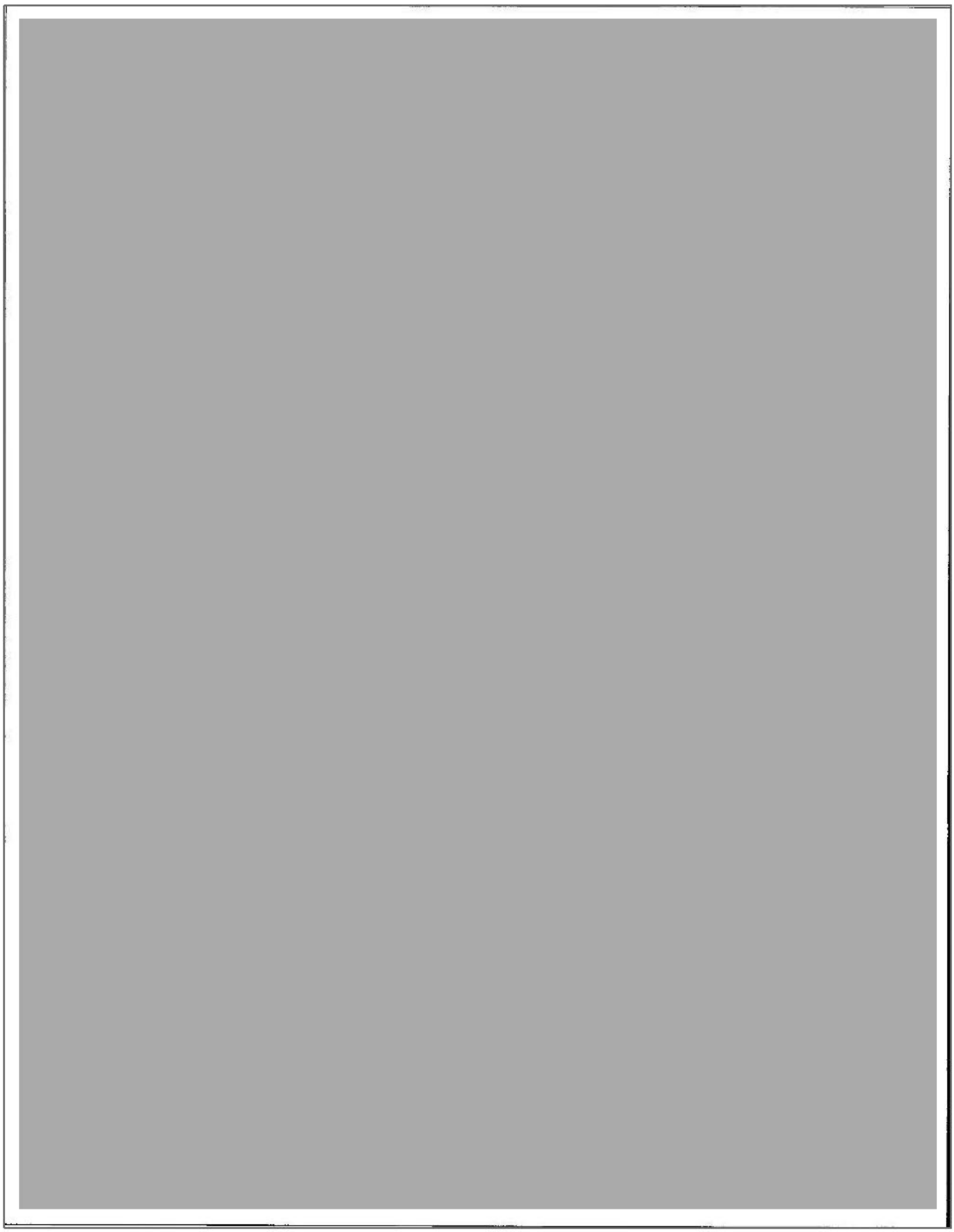


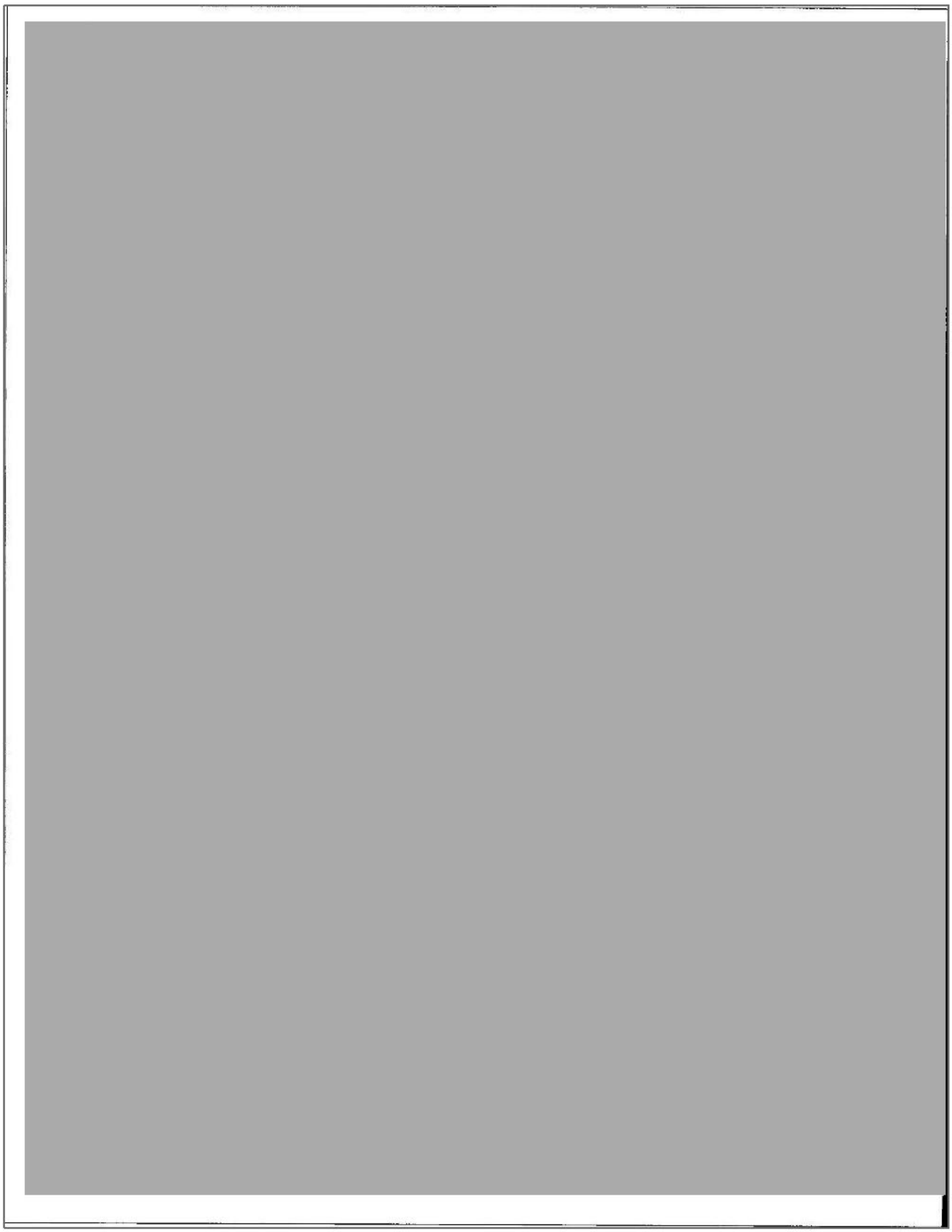


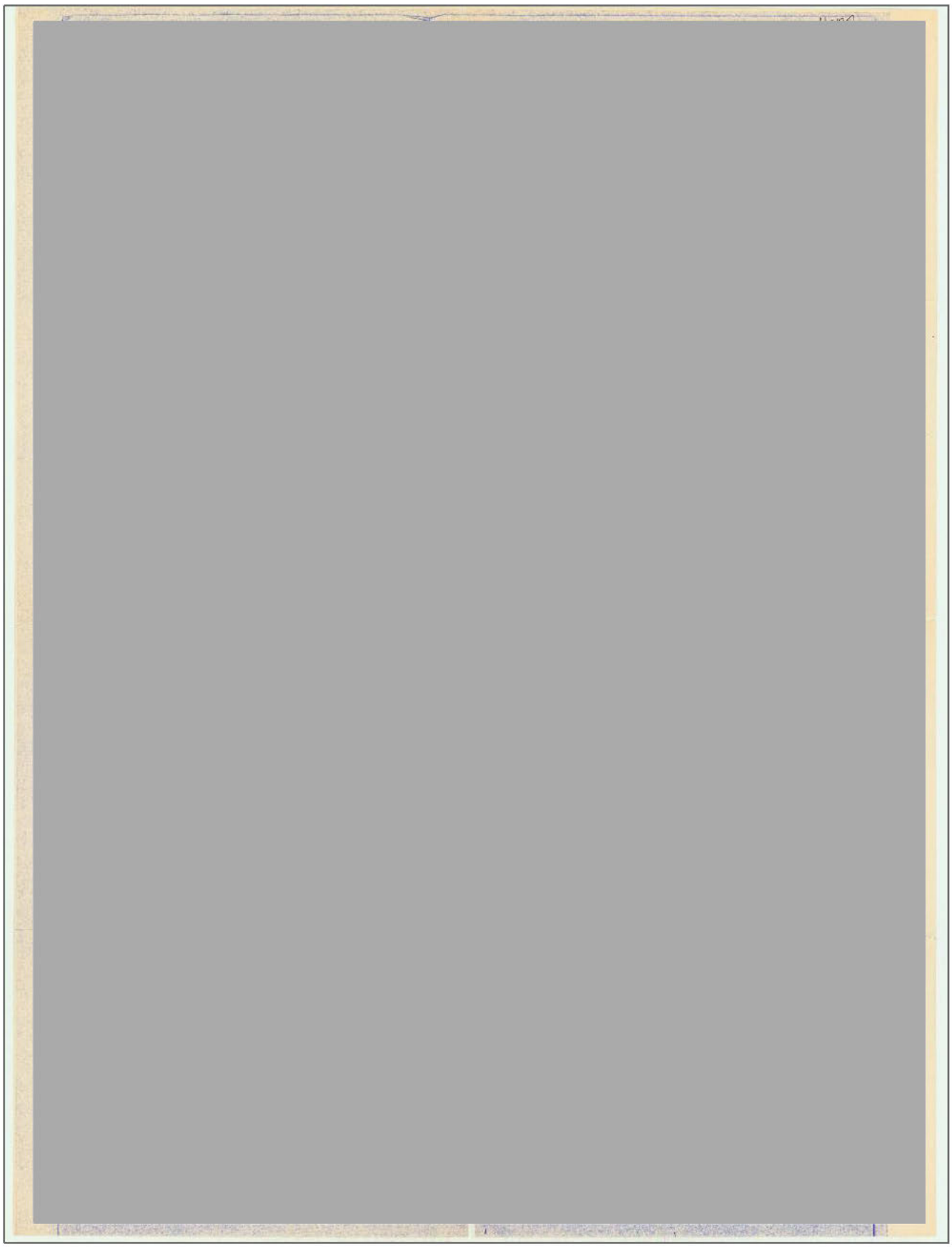
[redacted]

Addendum H: Vesting Deed & Notable Exceptions









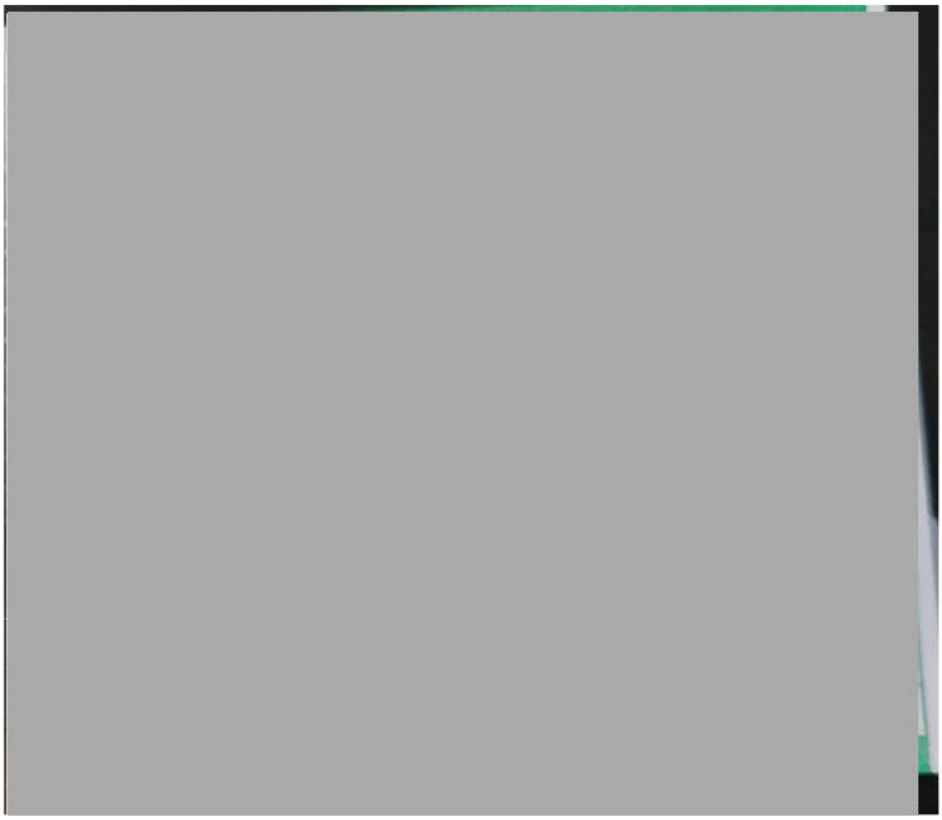
Addendum I: Copy of Owner Contact Letter & USPS Receipts

As a part of the appraisal process, we are attempting to contact the property owner in conjunction with the appraisal. According to public record, you are the owner or property owner representative. We would like to extend to you the opportunity to accompany us on the inspection, however, your presence is not mandatory during the inspection.

If you would like to join us during the inspection, I would appreciate you or your appointed representative contacting me to confirm a mutually agreeable time. You are encouraged to provide any pertinent information relating to your property, the area, or the local real estate market. Your information will be given thorough consideration, but as the appraiser, I will arrive at my own independent value. I will only be able to answer those questions falling within the area of my expertise and all other questions should be directed to the Acquisition Manager for this project.

Thank you,

Jason E. Crump, R/W-AC
AR Certified General Real Estate Appraiser



Addendum J: Appraiser Qualifications

Jason E. Crump, R/W-AC Senior Director

Valuation & Advisory
Infrastructure Practice Group
Cushman & Wakefield of Georgia, LLC

Professional Expertise

Mr. Crump serves as a Senior Director for Valuation & Advisory where his expertise supports the Infrastructure Practice Group. He has experience in managing and appraising large scale right-of-way projects for public and private entities. Assignments include the valuation of partial acquisitions for local, state, and federal transportation projects as well as projects for power transmission lines, pipelines, and other utility related projects. Additionally, he has experience in testifying in over a hundred eminent domain proceedings.

Prior to joining Cushman & Wakefield, Mr. Crump was in a similar role at JLL Valuation & Advisory Services and its predecessor, Integra Realty Resources – Houston. He joined IRR in 2007 as an appraiser and analyst supporting the right-of-way team.

Memberships, Licenses, Professional Affiliations and Education

- Right of Way Appraisal Certified, International Right of Way Association
- Certified General Real Estate Appraiser in the following states:
  - Arkansas - CG-4262
  - Florida - RZ4171
  - Kansas - G-3310
  - Louisiana - APR-04448-CGA
  - Maryland - 34224
  - Mississippi - GA-1336
  - Oklahoma - 13460CGA
  - Pennsylvania - GA004587
  - Tennessee - 5711
  - Texas - 1380229G
  - Virginia - 4001018309
- Bachelor of Business Administration, Finance - University of Houston

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attests that

Jason Earl Crump

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certification is issued in accordance with all the requirements of Arkansas Code Annotated, Section 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

5/31/2023	CG-4262
Date Issued	Certification Number

Dana W. Stephens

Chairman, AALCB

RFP 24-11
Texas Appraisal Team LLC
Supplier Response

Event Information

Number: RFP 24-11
Title: On-Call Appraisal Services
Type: Request for Proposal
Issue Date: 6/16/2024
Deadline: 7/10/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is now accepting proposals from qualified firms to provide on-call appraisal services for the City of Fayetteville. Any questions regarding this solicitation process shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Texas Appraisal Team LLC Information

Contact: Aaron Wright
Address: 717 Cordes Drive
Venus, TX 76084
Phone: (972) 268-6695
Email: aaron@txateam.com
Web Address: txateam.com

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

Aaron H. Wright, MAI, R/W-AC
Signature

aaron@txateam.com
Email

Submitted at 7/9/2024 09:53:12 AM (CT)

Requested Attachments

RFP 24-11, On-Call Appraisal Services

City of Fayetteville RFP 24-11 - Texas Appraisal Team.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Bid Attributes

1	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

TEXAS ★
APPRAISAL TEAM
For your Valuation and Consulting Needs

July 8, 2024

Providing The City of Fayetteville Real Estate Appraisal Service Expertise by the "A-Team" of Appraisals

A Request for Proposal: RFP 24-11, On-Call Appraisal Services prepared by Texas Appraisal Team for the City of Fayetteville.

Prepared for: Amanda Beilfuss, City of Fayetteville-Purchasing Division

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

Prepared by: Aaron H. Wright, MAI, R/W-AC, Chief Operating Officer

Texas Appraisal Team
717 Cordes Drive
Venus, Texas 76084
Office: 972-268-6695
Cell: 214-755-3023
Aaron@TxAteam.com

Enclosed

Fayetteville RFP 24-11, On Call Appraisal Services ..... Next Page
Executive Summary ..... Addendum 1
Appraisal Services, Experience and Qualifications ..... Addendum 2
Scope of Work, Pricing and Narrative of Appraisal Procedure ..... Addendum 3
Reference Letters ..... Addendum 4
Other Documents ..... Addendum 5
Appraisal Sample ..... Addendum 6

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 24-11, On-Call Appraisal Services

DEADLINE: Wednesday, July 10, 2024 before 2:00 PM, local time
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 06/16/2024

REQUEST FOR PROPOSAL
RFP 24-11, On-Call Appraisal Services

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

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

City of Fayetteville, AR
Request for Proposal
RFP 24-11, On-Call Appraisal Services

The City of Fayetteville, Arkansas, is now accepting proposals from qualified firms to provide on-call appraisal services for the City of Fayetteville. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Wednesday, July 10, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. A current, valid registration with the Arkansas Secretary of State will be required from awarded Proposer at time of contract award.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 06/16/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $161.71

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:
   Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

   c. The complete fee and cost to the City for all services outlined in this RFP.

   d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five-page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

      i. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

         1. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

         2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media

shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance

which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of $1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an

attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

1. INTRODUCTION:

The City of Fayetteville, Arkansas is accepting proposals from qualified licensed appraisers and/or firms specializing in the appraisal of real property for the City on as needed basis. The City intends to select one or more licensed professionals on contract for real property appraisal and easement acquisition services.

The primary need for appraisals is related to land acquisition (including easements); however, appraisals for other reasons may also be conducted under the resulting contract. The successful firm(s) shall provide all labor, supervision, and materials required to perform the appraisal work. In addition, the successful firm(s) shall provide consulting work as it relates to real estate appraisal services, as needed.

The City intends to award a one (1) year contract with up to four (4) additional one (1) year renewal periods. It is the City's intent to award contracts to multiple providers for these services, while establishing a primary firm, secondary firm, etc. Firms may submit proposals for residential appraisal services and/or commercial appraisal services. The number of firms awarded will depend on the quality and quantity of proposals received.

Upon the established need for the City to conduct an appraisal or easement acquisition, the City will contact the primary vendor first, secondary vendor next, etc. Each project will vary depending on need. The City reserves the right to use other third parties if the City determines that it is in its best interest to do so. The City also reserves the right to hire as many appraisers as it deems appropriate for a specific project.

2. SCOPE OF WORK

The scope of work in this section has been provided to communicate what the City believes is critical for the success of ongoing needs. The City invites Proposers to provide different approaches as appropriate based on services offered. Proposers are invited to include all strategies and processes listed below, or only to those specific to the proposing firm:

a. Provide real estate appraisal services on an as needed basis.

b. Provide a cost estimate for the requested appraisal report based on contracted rates within time agreed upon with the City.

c. Work conducted shall conform to the latest edition of the nationally recognized Uniform Standards of Professional Appraisal Practice (USPAP) and the most recently established rules and regulations of the State of Arkansas Appraiser Licensing and Certification Board.

d. Deliver all requested work within 21 calendar days unless specifically agreed to otherwise in writing by the City.

e. Provide any other needed real estate appraisal consulting services to the City as requested.

f. Each appraisal report shall be delivered to the City within the agreed upon schedule after authorization to proceed.

g. All appraisal reports shall be available upon request as deemed necessary to complete an individual project by the City. Details in reports shall be industry standard or as agreed upon with the City for each project.

   i. Determining values related to a proposed right of way
   ii. Determining values of permanent utility easements (drainage, sidewalk, and multi-use trail), temporary, and construction easements
   iii. Determining values of other damage as the result of City land acquisition
   iv. Before and after appraisals
   v. Fee simple, easement, etc.

3. FEES/PRICE:

Provide a description of how fees would be charged (e.g., by the hour, per service, etc.) and what those fees would be for the services provided. Proposed prices and fees shall include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in Proposal will not be allowed.

a. If offering services at an hourly rate, list any differing hourly rates for each type of service such as residential appraisal, commercial or industry appraisal, or by staff member if rate is different for each.

b. If hourly rates provided doesn't include all costs to the City, itemize and price each type of service and/or all costs to the City to perform the appraisal as specified.

c. If listing prices "per service" or by some other method, itemize and price each type of service and/or all costs to the City to perform the appraisal as specified.

d. Itemize and price any new or additional service not previously listed but offered as regular and routine services.

4. MINIMUM REQUIREMENTS:

The City of Fayetteville requires Proposers to meet all the following minimum requirements listed below. Proposers shall demonstrate capacity and available resources to provide the materials and services as described and offered under the appraisal industry.

a. Be properly licensed with the Arkansas Appraiser Licensing & Certification Board

4. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion.

5. PROPOSAL REQUIREMENTS:

Each Proposal shall contain the following elements:

b. Proposals shall include at least three (3) references for whom comparable work has been performed. This shall include company name, contact information, address, phone number, email address, and the nature of work performed.

c. Provide a history of experience in providing appraisal services to state and local governments within the greater Northwest Arkansas area, specifically regarding the acquisition of fee title or easements for right-of-way purposes, public open space, public facilities, or public access.

d. Provide an overview of firm's current workload and how priority will be assigned to City projects.

e. List key professional staff to be assigned work under this contract and describe their experience as team members, emphasizing their experience in working with similar projects and local governments.

f. Describe firm's past experience meeting required timelines and deadlines. In some instances, time is of the essence where situations exist to expedite appraisals. Explain how your firm would address these instances.

g. Include a narrative of the typical appraisal procedure used in determining property valuation and a sample appraisal report.

h. Arkansas Real Estate Appraiser license number

i. List any violations of the Appraisal Act or governing standards found justified by the Arkansas Appraiser Licensing and Certification Board within the past ten (10) years.

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.

2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 10% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 25% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 15% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

CONTINTUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_X_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Texas Appraisal Team, LLC

Primary Contact: Aaron H. Wright, MAI, R/W-AC Title of Primary Contact: COO

Phone#1 (cell preferred): 214-755-3023 Phone#2: 972-268-6695

E-Mail Address: aaron@txateam.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: Texas Appraisal Team, LLC

PHYSICAL ADDRESS: 717 Cordes Drive, Venus, Texas 76084

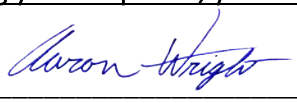
MAILING ADDRESS: 717 Cordes Drive, Venus, Texas 76084

TAX ID #: 83-3492276 AR. SECRETARY OF STATE FILING #: N/A

PHONE: 972-268-6695 FAX: _____

E-MAIL: aaron@txateam.com

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

SIGNATURE: 

PRINTED NAME: Aaron H. Wright, MAI, R/W-AC

TITLE: COO DATE: 7-8-2024

END OF RFP DOCUMENT

Addenda 1

Executive Summary

Executive Briefing – Texas Appraisal Team

Texas Appraisal Team is honored to have the opportunity to work with the City of Fayetteville. Our team especially thanks all the RFP applicant reviewers for their time and patience throughout the 2024 Contract RFP process. Thanks to Amanda Beilfuss in purchasing and others for taking the time to review our unique company's vision and how it aligns with the needs of the City of Fayetteville.

This executive briefing outlines how our solutions that align with The City of Fayetteville's stated requirements. We pride ourselves on delivering timely appraisals with the best desired outcomes. We are confident that we will provide a high-level overview of Texas Appraisal Team's unique company's vision on how our company can align itself with the needs of City of Fayetteville. Our company's vison may be considered unique in today's world; however, it is far from complicated nor is it a new concept.

Remaining true to the needs of our clients, treating each assignment on an individual basis, and delivering a product along with follow up services with the upmost professionalism.

Our Understanding of City of Fayetteville's Needs

In our communications with your team and reading The City of Fayetteville RFP for Real Estate Appraiser Services, we fully understand that The City of Fayetteville has a choice when awarding these contracts. The intent of the RFP is to assist the City of Fayetteville in proposals for appraisals services from Texas Appraisal Team. Texas Appraisal Team has a minimum of five years of experience appraising real property, and federally funded projects for a governmental entity and appraisal experience in eminent domain. Texas Appraisal Team discovery of the criteria has aligned our responses as outlined in the RFP process.

- Our team fully understands the Scope of work listed on RFP 24-11 and the standards set forth in USPAP's Standard Rule 2-2. These standards and practices are used in every appraisal the A-TEAM family produces.
- In the prior contract cycles, Texas Appraisal Team illustrated our expertise of our industry in each appraisal. We delivered our appraisals on time and remained a phone call away offering any extra follow up for your questions. Our commitment in our work does not end with our written appraisal. It is our commitment and our understanding of the working relationships that we are also offering a follow up support with each appraisal that we produce.

Texas Appraisal Team's Desired Business Outcomes

- *Texas Appraisal Team desires a mutually beneficial ongoing working relationship with The City of Fayetteville. Optimizing our industry expertise, we aim to:*
- *Thoroughly illustrate our findings in a concise easy to read appraisal.*
- *Getting to know the City of Fayetteville's Staff and becoming a reliable industry resource hence minimizing any confusion through remaining a resource long after the appraisal has been submitted.*
- *Establishing the value and ease of our services Texas Appraisal Team would like to expand our awareness within the City of Fayetteville's users becoming the preferred real estate appraisal firm across the board.*

Why should City of Fayetteville Partner with Texas Appraisal Team

As an owner operated team, Aaron H. Wright, MAI, R/W-AC and the team have personal interest in earning a contract with The City of Fayetteville. We pride ourselves on professionalism as well as quality of our appraisals. We pay close attention to our individual client's needs. We do not treat our clients with a one size fits all approach. In short, if it is important to The City of Fayetteville, then it is important to us!

- We have been awarded contracts in prior years from The City of Fayetteville (demonstrating we have a good understanding and existing working relationship) – A-TEAM fully understands the Scope of work listed on Exhibit RFP #2023-22 and the standards set forth in USPAP's Standard Rule 2-2.
- We have been awarded TxDOT contracts working within multiple counties across the State of Texas and in multiple cities across the State of Texas, including the City of Fort Worth. We work in coordination between State, County and City Governments Our competency and past experiences afford us the knowledge *pertaining to special jurisdiction overlay and coordination of said authorities (IE billboards)*
- Texas Appraisal Team home office is centrally located in the DFW area; however, we travel Statewide from El Paso to The Deep Woods of East Texas and to Oklahoma. There is no job too large or too small that we will not travel. When we accept a job, we deliver on time appraisals and with same level expertise/professionalism with each client.

Texas Appraisal Team Overview

Texas Appraisal Team LLC is a full-service appraisal firm and offers a wide variety of valuation and consulting needs.

Texas Appraisal Team was established in 2011 under the name of AW Appraisal and Review Services. By 2017, the company had grown and changed the name to Texas Appraisal Team and in 2019, Texas Appraisal Team was formed in to a limited liability company (LLC). The company is continuing to grow.

Our passion is the valuing of properties as well as integrity of people. Our philosophy is to provide quality appraisals and appraisal services that meets and exceeds our client's needs. We value our professional partners and teams we work closely with in infrastructure projects, and we individually respect each property owner who may be affected by the acquisitions.

As per the RFP 24-11, On Call Appraisal Services, Aaron H. Wright, MAI, R/W-AC and Matthew A Sims, R/W-AC meets all the qualifications for the RFP and will be the qualifying appraisers for this RFP. The entire Texas Appraisal Team is included as the RFP states to include firms personal.

Conclusion

In conclusion, everyone at Texas Appraisal Team is excited at the prospect of working with City of Fayetteville in the next contract cycle, and we are eagerly anticipating the opportunity. We will continue to work extremely hard to continue to build a strong, long-term partnership focused in the helping City of Fayetteville achieve the best quality appraisals in the desired time frame with all the expertise and the highest level of professionalism in order to exceed City of Fayetteville expectations at every point along the way.

Addenda 2

Appraisal Services, Experience and Qualifications

For Texas Appraisal Team

717 Cordes Drive, Venus, Texas 76084

TEXAS ★ APPRAISAL TEAM

For your Valuation and Consulting Needs

T: 972.268.6695

City of Fayetteville

Request for Proposal: RFP 24-11, On-Call Appraisal Services

Firm Overview:

Texas Appraisal Team was established in 2011 under the name of AW Appraisal and Review Services. By 2017, the company had grown and changed the name to Texas Appraisal Team and in 2019, Texas Appraisal Team was formed in to a limited liability company (LLC).

Texas Appraisal Team has over 50 years of experience in commercial appraisal services and has extensive experience in valuation of commercial, industrial, special purpose properties and complex real estate assignments. Texas Appraisal Team specializes in Right of Way, Commercial Lending, and Financial and Investment decision making services.

Texas Appraisal Team has been providing professional appraisal services to state and local governmental entities and private enterprise throughout the United States since 2011. Our clients include numerous water districts, transmissions companies, counties, cities and states.

Mission:

Our passion is the valuing of properties as well as integrity of people. Our philosophy is to provide quality appraisals and appraisal services that meets and exceeds our client's needs. We value our professional partners and teams we work closely with in infrastructure projects, and we individually respect each property owner who may be affected by the acquisitions.

Purpose:

The intent of the RFP is it assist the City of Fayetteville in proposals for appraisal services from Texas Appraisal Team, specifically Aaron H. Wright, MAI, R/W-AC and Matthew A. Sims, R/W-AC. Specifically, that Texas Appraisal Team has a minimum of five year of experience appraising real property, and federally funded projects for a governmental entity and appraisal experience in eminent domain.

Appraisals Services for Right-of-Way:

Appraisals and services of all property types for the following acquisitions:

- Partial Acquisitions
- Whole Acquisitions
- Easement Acquisitions
- Transmission Acquisitions
- Litigation Support
- Expert Witness Testimony
- Damage Analysis
- Market Research
- Highest and Best Use Studies
- Appraisal Management
- Cost Estimates for Right of Way Acquisition
- Appraisal Review

Professional Services Provided:	Ad Valorem Tax Consulting, Arbitration / Mediation, Asset Analysis, Bond and Financing Districts, Buy and or Sell Decisions, Fee Simple, Condemnation / Right-of-Way, Permanent, Temporary and Construction Easements, Damages, Before and After, Cost-Benefit Analysis, Distressed Property Valuations, Due Diligence Studies, Economic Impact Analysis, Entitlement Consulting, Expert Witness Testimony, Forecast Valuations, Going Concern Values, Highest and Best Use Studies, Insurable Values, Investment Values/Studies, Land Use Studies, Leased Fee and Leasehold Analysis, Lease Review and Analysis, Life and Remainder Estates, Litigation Support, Market Feasibility Studies, Mergers and Acquisitions, Reviews, Risk Management, Site Selection, Farm and Ranch, and Zoning Consulting.
Company Size:	Eight Team Members (Consisting of Three General licensed Appraisers, Three Trainees and two Specialist/Analyst)
Areas of Operation:	Texas Based. Nationwide. Office is located at 717 Cordes Drive, Venus, TX 76084, just south of Ft Worth.
Website / Telephone:	Website: txateam.com • Telephone: 972-268-6695 – Main Office
Affiliations:	• Appraisal Institute • North Texas Real Estate • International Right-of-Way Association • San Antonio Association of Realtors • Greater Fort Worth Association of Realtors • State of Texas (TALCB) • State of Arkansas (Arkansas State Board of Appraisers) • State of Oklahoma (Oklahoma Insurance Department)
Projects:	IH 635, US-380, FM 2499, FM 2181, SH 121 (Coppell/Grapevine), SH 121 (Melissa), SH 183,IH 820, Dodgen Loop (Temple), Horseshoe Project (Dallas), Connector Project, IH 35E (Fort Worth), IH 35W (Dallas), IH 35 (Temple), IH 35 (Belton), IH 35 (West/Abbott), IH 35 (Waco/Hewitt/Lorena), IH 35 (Temple), IH 30 (Arlington), SH 289 (Plano to Celina), North Texas Expressway, Texas Stadium (Dallas Cowboys), SH 36 (Houston), Grand Parkway (Houston), US 377 Pilot Point, Joe Battle Blvd (SH 375, El Paso), 19th St (SH 114, Lubbock), Cash Water Line (276), Fort Worth-Lake Arlington Project, Blackland Water Line, McKinney Airport, Electrical Transmission Line-Fort Worth, SH 205, SH 276, US 377, IH 20. Infrastructure Projects for: City of Plano, City of Fort Worth, City of Anna, City of Rockwall, City of Talty, City of Melissa, City of Rowlett, City of Denton, City of McKinney.

Texas Appraisal Team Experience Log

Number	Month and Year	Number of Parcels	Types of Apprisals	General Location	Client	Condemining Authority
1	June 2024	4	Acquisition - AG/SFR	City of Mesquite	PTG	City of Mesquite
2	April 2024 - June 2024	4	Acquisition - Comm/SFR	Rowlett	PTG	Rowlett
3	May 2024 - June 2024	5	Acquisition - AG/SFR	Royse, City	Whitman Land Group	Royse City
4	Nov 2023 - July 2024	25	Acquisition - Comm/SFR	Marshall, Texas	TxDOT	TxDOT
5	Nov 2023 - Feb 2024	9	Acquisition - Comm/AG	Odessa, Texas	TxDOT	TxDOT
6	Aug 2023 - Oct 2023	14	Acquisition - Comm/SFR	Bowie, Texas	TxDOT	TxDOT
8	May 2023	29	Acquisition-Commercial	Rockwall City	Blackland Water	Blackland Water
9	May 2023	11	Acquisition - SFR	Fort Worth	Fort Worth	Fort Worth
10	April 2023	10	Vacant Land	South Mesquite	Mesquite	Mesquite
11	April 2023	15	Acquisition - SFR	Rowlett	PTG	Rowlett
12	March 2023	39	Acquisition - SFR/Comm	Fort Worth	Fort Worth	Fort Worth
13	March 2023	13	Acquisition - Land	Rockwall City	Tx Land Professionals	Cash Water District
14	Febuary 2023	4	Acquisition - Land	Colleyville	TNP	Colleyville
15	Mar 2020 - May 2023	70	Acquisition - Commercial	Lake Arlington	Fort Worth	Fort Worth
16	January 2023	6	Acquisition - SFR	Fort Worth	Fort Worth	Fort Worth
17	Nov - Dec 2022	20	Acquisition - Oil Field	Gregg City	Spitzers and Associates	TxDOT
18	November 2022	6	Acquisition - Land	Seagoville	Megatel Homes	Seagoville
19	December 2022	14	Acquisition - Land	Rockwall City	Tx Land Professionals	High Point Water
20	Oct 2021-Oct 2022	125	Acquisition - Comm/Mix	Denton City - US 377	TxDOT	TxDOT
21	September 2022	11	Acquisition - Commercial	Fort Worth	Fort Worth	Fort Worth
22	September 2022	25	Acquisition - Commercial	Melissa SH 5	Tx Land Professionals	TxDOT
23	August 2022	6	Acquisition - Oil Field	Gregg City	TxDOT	TxDOT
24	Jan 2022 - Dec 2022	80	Acquisition - Comm/SFR	Fort Worth	Fort Worth	Fort Worth
25	September 2021	2	Acquisition - Land	Lubbock	Pinnacle	Lubbock
26	Jan 2021 - Dec 2021	120	Acquisition - Comm/SFR	Fort Worth	Fort Worth	Fort Worth
27	October - 2021	8	Acquisition - Mixed Use	Denton IH 35E	TxDOT	TxDOT
28	March 2021	24	Acquisition - Mixed Use	Denton IH 35W	TxDOT	TxDOT
29	January 2021	17	Acquisition - Commercial	Corinth	TxDOT	TxDOT
30	Jan 2020 - Dec 2020	60	Acquisition - Comm/SFR	Fort Worth	Fort Worth	Fort Worth
31	May 2020 - Aug 2020	38	Acquisition - Land	Rockwall City	Tx Land Professionals	Cash Water District
32	June 2020 - Aug 2020	48	Acquisition - Comm/Land	Red Oak FM 664	TxDOT	TxDOT
33	Jan 2020 - May 2020	64	Acquisition - Comm/Land	Kaufman SH 276	TxDOT	TxDOT
34	Nov-2019 - Dec 2019	8	Acquisition - Comm/Land	City of Anna	City of Anna	City of Anna
35	Oct 2019 - Aug 2019	8	Hearings	Lufkin	TxDOT	TxDOT
36	Nov-2019 - Dec 2019	41	Acquisition - Comm/SFR	Rockwall City	TxDOT	TxDOT
37	August 2019	11	Acquisition - Comm/Land	Lufkin	TxDOT	TxDOT
28	Aug 2019 - Oct 2019	52	Acquisition - Commercial	Rockwall/Kaufman City	TxDOT	TxDOT
39	Dec 2018 - July 2019	60	Acquisition - Commercial	Lufkin	TxDOt	TxDOT
40	Dec 2018 - Jan 2019	10	Acquisition - Commercial	Dallas - 3'G's	TxDOT	TxDOT
41	Nov 2018 - Dec-2018	30	Acquisition - Comm/Land	Polk County	TxDOT	TxDOT
42	Jan 2018 - Dec 2018	25	Acquisition - Commercial	Fort Worth	Fort Worth	Fort Worth
43	Mar 2018 - July 2018	27	Acquisition - Comm/Land	Camp County	TxDOT	TxDOT
44	Jan 2018 - Mar 2018	17	Acquisition - Commercial	635 - Dallas	TxDOT	TxDOT
45	Nov-2017 - Dec 2017	11	Acquisition - Commercial	Dallas	TxDOT	TxDOT
	Total	**1203**				

The above project list is representative of all personnel working over the past six years. At Texas Appraisal Team, we work as a team on all projects, which allows us to deliver a consistent product to our clients in order to assist our clients with negotiations with property owners. Over the last six years, Texas Appraisal Team has worked on 2,000+ appraisals for eminent domain. The work above was for appraisals for potential eminent domain for multiple clients. Not included is numerous prep and testimony jobs for eminent domain hearings.

Aaron H. Wright, MAI, R/W-AC and Matthew A. Sims, R/W-AC are the individuals that are responsible for Arkansas work. Texas Appraisal Team does include the following individuals that assist on day-to-day operations and are included on the following qualifications.

Professional Qualifications of Aaron H. Wright, MAI, R/W-AC

Aaron H. Wright, MAI, R/W-AC is the Principal and Senior Appraiser of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Mr. Wright has been appraising real estate since May 2005 and is a Certified General Real Estate Appraiser in the State of Texas. Mr. Wright's responsibilities include appraisal and appraisal review of all types of properties. Mr. Wright has testified as an expert witness regarding real property value on numerous occasions in various courts of law. Prior to appraisal, Mr. Wright was the Principal of Wright Innovations, a construction and real estate investment company based in Fort Worth, Texas.

Mr. Wright has performed valuation, consulting services and review on various properties including, but not limited to, shopping centers, apartment complexes, industrial facilities, raw and developed land, office towers and complexes, motels, hotels, residential and mixed-use developments. Mr. Wright has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests, and billboards.

EDUCATION:

Bachelor of Science in Accounting
University of North Texas, Denton, Texas 2001

Key Courses:

- Finance
- Accounting
- Business Law
- Real Estate
- General Business

Completed the following courses offered by the Appraisal Institute:

Basic Appraisal Principles
Basic Appraisal Procedures
Real Estate Finance, Statistics, and Valuation Modeling
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Market Analysis and Highest and Best Use
General Appraiser Income Approach/Part 1
General Appraiser Income Approach/Part 2
General Appraiser Report Writing and Case Studies
Advanced Market Analysis and Highest and Best Use
Advance Income Capitalization
Advanced Concepts and Case Studies

Completed the following courses offered by the International Right of Way Association:

Business Relocation	The Valuation of Partial Acquisitions
Relocation Assistance	Easement Valuation
Reviewing Appraisal in Eminent Domain	Evaluating your Ethical Awareness

PROFESSIONAL AFFILIATIONS:

Licensed:	Texas Certified General Real Estate Appraiser (TX-1337782-G)
	Arkansas Certified General Appraiser (CG5201)
Member:	International Right-of-Way Association (IRWA)
	Appraisal Institute Member
	Reece Creek Volunteer Fire Department - Director

ACTIVITIES:

Mr. Wright is active in the Central Texas Chapter of the Appraisal Institute and International Right of Way Association. Mr. Wright holds a MAI designation from the Appraisal Institute and Right of Way Appraisal Certification (R/W-AC) for the IRWA.

Professional Qualifications of Matthew A. Sims, R/W-AC

Matthew A Sims, R/W-AC is a General Certified Appraiser and Director of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Prior to joining Texas Appraisal Team**,** Mr. Sims worked for Morrison Supply Company as a sales associate and operations manager located in Fort Worth. Prior to Morrison Supply Company, Mr. Sims worked for an appraisal firm in Fort Worth for over three years.

Matthew A. Sims has assisted in valuation of various properties including raw and developed land, apartment complexes, office buildings, convenience stores, restaurants, industrial facilities, and shopping centers, mixed-use and special-purpose properties. Matthew A. Sims has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests.

EDUCATION:

Texas Tech University
Bachelor of Communication Studies with an emphasis in Corporate Communication, 2006

Completed the following courses of study and exams offered by the Appraisal Institute:

Basic Appraisal Principles
Basic Appraisal Procedures
Supervisor-
Trainee Course for Texas
General Appraiser Market Analysis and Highest and Best
Use General Appraiser Site Valuation and Cost
Approach
General Appraiser Sales Comparison Approach
General Appraiser Sales Income Approach 1
General Appraiser Sales Income Approach 2
General Appraiser Report Writing and Case Studies
Statistics, Modeling, and Finance
Appraisal Subject Matter Electives

Completed the following courses offered by the International Right of Way Association:

Reviewing Appraisal in Eminent Domain
The Valuation of Partial Acquisitions
Easement Valuation

PROFESSIONAL AFFILIATIONS:

Licensed: Texas Certified General Real Estate Appraiser (TX-1381080-G)
Oklahoma Certified General Real Estate Appraiser (OK-13642CGA)
Arkansas Certified General Appraiser (CGN-5180)
International Right-of-Way Association (IRWA)
Real Estate Sales Agent (TX-646915)
Property Tax Consultant (TX-11459)

ACTIVITIES:

Mr. Sims is active in the International Right of Way Association and holds a Right of Way Appraisal Certification (R/W-AC) designation.

Professional Qualifications of Christy E. Cavazos-Wright

Mrs. Wright is the Chief Executive Officer and primary owner of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Mrs. Wright has been managing Texas Appraisal Team since 2011 (formerly AW Appraisal and Review Services). Mrs. Wright is an Appraiser Trainee in the State of Texas. Prior to managing Texas Appraisal Team, Mrs. Wright worked for the Texas Department of Family and Protective Services as a caseworker and expert witness.

Mrs. Wright has assisted in valuation of various properties including raw and developed land, apartment complexes, office buildings, convenience stores, restaurants, industrial facilities, and shopping centers, mixed-use and special-purpose properties. Mrs. Wright has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests.

EDUCATION:

University of Texas at Arlington
Bachelor of Social Work 2003
Coursework included social work, statistics, sociology and psychology.

Completed the following courses of study and exams:

Appraisal Principles
Appraisal Procedures
Standards of Professional Appraisal Practice (USPAP) General Appraiser Market Analysis and Highest and Best Use

PROFESSIONAL AFFILIATIONS

License — Appraiser Trainee (TX-1343434-Trainee)

Member: International Right of Way Association
Director of MATCH, a non-profit organization

ACTIVITIES:

Mrs. Wright is active in the International Right of Way Association.

Professional Qualifications of Amber Dean

Mrs. Dean is a Certified General Appraiser and Senior Appraiser for the Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Prior to joining Texas Appraisal Team, Mrs. Dean worked for an appraisal firm in Fort Worth for two and a half years. Prior to appraisal, she was in the residential real estate market for a number of years.

Mrs. Dean has assisted in valuation of various properties including raw and developed land, apartment complexes, office buildings, convenience stores, restaurants, industrial facilities, and shopping centers, mixed-use and special-purpose properties. Mrs. Dean has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests.

EDUCATION:

University of North Texas
Bachelor of Business Administration, Real Estate, Magna Cum Laude, 2008
Coursework included real estate law, real estate finance, real estate valuation real estate investment, and real estate property management.

Completed the following courses of study and exams offered by the Appraisal Institute:

Appraisal Principles
Appraisal Procedures
Standards of Professional Appraisal Practice (USPAP)
General Appraiser Market Analysis and Highest and Best Use
Cost Approach and Site Valuation
Business Practices and Ethics
General Appraiser Report Writing and Case Studies
General Appraiser Sales Comparison Approach
General Appraiser Income Approach 1
General Appraiser Income Approach 2
Statistics, Financing and Valuation Modeling
Expert Witness for Commercial Appraisers
Commercial Appraisal Review

Completed the following courses offered by the International Right of Way Association:

Business Relocation
Relocation Assistance

PROFESSIONAL AFFILIATIONS:

License — Certified General Appraiser (TX-1380336-G)

Member: North Texas Real Estate Alumni

Professional Qualifications of Leo M. Sumner, R/W-NAC

Leo M. Sumner, R/W-NAC is an Appraiser Trainee and Director of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Prior to joining **Texas Appraisal Team,** Mr. Sumner worked for The City of Fort Worth as a Land Agent, Mr. Sumner also worked for a Right of Way firm in Fort Worth for more than a year. Mr. Sumner has testified as an expert witness regarding real property acquisitions on numerous occasions in various courts of law.

Leo M. Sumner has assisted in valuation of various properties including raw and developed land, apartment complexes, office buildings, convenience stores, restaurants, industrial facilities, and shopping centers, mixed-use and special-purpose properties. Leo Sumner has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests.

EDUCATION:

Texas Tech University
Bachelor of Science - Agriculture and Applied Economics, 2009

Completed the following courses of study and exams offered by the Appraisal Institute and International Right-of-Way Association:

Basic Appraisal Principles
Basic Appraisal Procedures
Supervisor-Trainee Course for Texas
Standards of Professional Appraisal Practice (USPAP)
Residential Report Writing and Case Studies
Principles of Real Estate Negotiations

Completed the following courses offered by the International Right of Way Association:

Legal Aspects of Easements
Principles of Real Estate Negotiations
Conflict Management
United States Land Titles
Engineering Plan Development and Application
Property Descriptions
Evaluating your Ethical Awareness

PROFESSIONAL AFFILIATIONS

Licensed: Appraiser Trainee (TX-1342000)
Real Estate Broker (TX-626103)

Member: International Right-of-Way Association (IRWA)
Ducks Unlimited, Fort Worth Chapter President

ACTIVITIES:

Mr. Sumner is active in the International Right of Way Association and holds a Right of Way - Negotiation/Acquisition Certified (R/W-NAC) designation.

Professional Qualifications of Lesley (Lee) D. Patterson, LNFA

Lesley D. Patterson is an Appraiser Trainee and Director of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Prior to joining **Texas Appraisal Team,** Mr. Patterson worked as an Executive Director and Senior Officer in the retirement and long-term care industry. Mr. Patterson has testified as an expert witness on numerous occasions in various courts of law.

Lesley D. Patterson has led multiple feasibility and valuation of various expansion and development projects. Mr. Patterson's experience spans from determining operational feasibility, preconstruction design, marketability, demand and financing. Lesley D. Patterson has executed land assemblies conceptual design and overseen construction from ground floor until completion of multi-unit urban high rise living apartment complexes. In addition, Lesley D. Patterson has proficient knowledge of ADA and Center of Medicare and Medicaid regulations, Life Safety Code requirements as it pertains to Skilled Nursing Homes, Assisted Living and Memory Care Facilities as well as the constructional requirements for licensure. Lesley's expertise lies in day-to-day business operations of the long-term care industry which earned and maintained an investment grade Fitch Rating of BBB+ Outlook Stable throughout multiple expansions.

EDUCATION:

University of North Texas
Bachelor of Business Administration – Entrepreneurship and Strategic Management, 1998.

Key Courses:

- Entrepreneurial Studies
- Finance
- Accounting
- Business Law
- Production Operation Management

Completed the following courses of study and exams offered by the Appraisal Institute and the International Right-of-Way Association.:

Basic Appraisal Principles
Basic Appraisal Procedures
Supervisor-Trainee Course for Texas
Standards of Professional Appraisal Practice (USPAP)
General Appraiser Market Analysis and Highest and Best Use

PROFESSIONAL AFFILIATIONS

Licensed: Appraiser Trainee (TX-1342504)

Licensed Nursing Home Administrator #9728 (LNFA)

ACTIVITIES:

Mr. Patterson is active in the International Right of Way Association.

Addenda 3

Scope of Work, Pricing and Narrative of Appraisal Procedure

Texas Appraisal Team

Scope of Work

Texas Appraisal Team can and will provide appraisal services on an as needed basis for the City of Fayetteville in a timely manner. Work can be delivered for typically assignments within 21 days or on agreed terms with the City of Fayetteville. The work performed will comply with the current edition of USPAP, along with local, state and federal regulations regarding the specific appraisal process. Texas Appraisal Team provides appraisal services for the following:

Ad Valorem Tax Consulting, Arbitration / Mediation, Asset Analysis, Bond and Financing Districts, Buy and or Sell Decisions, Fee Simple, Condemnation / Right-of-Way, Permanent (Drainage, Sidewalk, Multi-use) Easements, Temporary and Construction Easements, Damages, Before and After, Cost-Benefit Analysis, Distressed Property Valuations, Due Diligence Studies, Economic Impact Analysis, Entitlement Consulting, Expert Witness Testimony, Forecast Valuations, Going Concern Values, Highest and Best Use Studies, Insurable Values, Investment Values/Studies, Land Use Studies, Leased Fee and Leasehold Analysis, Lease Review and Analysis, Life and Remainder Estates, Litigation Support, Market Feasibility Studies, Mergers and Acquisitions, Reviews, Risk Management, Site Selection, Farm and Ranch, and Zoning Consulting.

Texas Appraisal Team specializes in acquisition appraisals, plus, Texas Appraisal Team provides many appraisal and consulting services as shown above. As shown in are letters of references from clients, Texas Appraisal Team is able to meet deadlines in a timely manner. Current work load is managed by entire staff in order to meet all deadlines. If issues arise, clients are contacted immediately to discuss any possible delay or need adjustments to maximize product delivery.

Pricing

Pricing for appraisal services and consulting services is $250 per hour. Each appraisal is quoted on the complexity of the assignment. For example, a simple land appraisal would typically take approximately 8 to 10 hours. When a job is bid, the fee would be based on a set estimated hour. The fee includes all cost associated with completion of the assignment.

Narrative of the Typical Appraisal Procedure

After an appraisal assignment is accepted the following steps are performed:

To perform an appraisal assignment, we took the following steps to gather, confirm, and analyze relevant data:

- Physically inspected the subject property and the surrounding market area. The inspection of the property is limited to those things readily observable without the use of special testing or equipment.
- Collected factual information about the property and the surrounding market, and confirmed the information with various sources.
- Performed a highest and best use analysis of the subject site as vacant and as improved when applicable.
- Gathered market information on comparable land and improved sales, construction costs, depreciation, rents, operating expenses, and capitalization rates. The comparable sale and rent information were/are confirmed with at least one of the parties to the transaction.
- Analyzed market information and developed indications of value under the necessary approaches to value for a credible assignment result. The market information was analyzed for an appraisal of the **Whole Property**, the **Part to be Acquired** and the value of the **Remainder Before** and **Remainder After** the acquisition.
    - The appraisal of real estate typically employs three traditional valuation methods: the sales comparison approach, the cost approach, and the income approach. All three traditional approaches were used in this analysis. In the income analysis, the value estimate for the fee simple interest was concluded by direct capitalization. or Exclusion of the sales comparison approach, the cost approach, or the income approach must be explained - Standards 2-2(a). (OR)
    - In certain partial right-of-way acquisitions, the primary improvements are well removed from the area of proposed acquisition. If it has been determined that the proposed acquisition will not result in permanent damages to the remainder property, the opinion of compensation can be limited to the valuation of the land and affected site improvements. The exclusion of the unaffected improvements is not necessary in some cases for a credible assignment result.
- Partitioned the **Whole Property** value opinion between the **Part to be Acquired** and the **Remainder Before** the acquisition. In this case, the part to be acquired and remainder before estimates are prorated allocations of the whole property (i.e., The whole property is 100% and the part to be acquired is 10%, resulting in a remainder before the acquisition of 90%). Or The Part to be Acquired is a self-sustaining economic unit…..
- Performed a highest and best use analysis on the **Remainder After** with consideration to the impact on the residual property as a result of the proposed acquisition. If necessary, the cost to cure and restore the functional utility of the remainder after was estimated.
- Derived an estimate of the total compensation due to the owner of the property as the result of a proposed acquisition by summation of the part to be acquired and any damages. The damages were calculated based on the difference in the value opinion for the remainder before and remainder after.
- Prepared an appraisal report summarizing our analyses, opinions and conclusions.

Addenda 4

Reference Letters

July 8, 2024

City of Fayetteville
Amanda Beilfuss
Sr. Purchasing Agent

Re: Request for Proposal: (RFP) Number: RFP 24-11, On-Call Appraisal Services
Real Estate Appraiser Services – Texas Appraisal Team

To Whom it May Concern:

Pursuant to a request from the captioned applicant, Texas Appraisal Team, our records indicate that his firm has provided real estate appraisal services for us at various times during the period from January 2016 through July 2024.

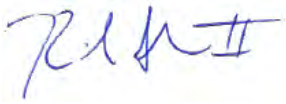
Among the projects are the following:

- CPN C02382-2 SSR Contract 90
- CPN Open Space Appraisal FID - Lake Arlington
- CPN 02505 – McCart Avenue/McPherson

The projects listed above is a small sample of projects. The City of Fort Worth is pleased to report that we are satisfied with the appraisal product and quality as well as Texas Appraisal Team's ability to meet production and exceed delivery timelines. Delivery times are typically less than 30 day and engagement contracts are accepted within 12 hours. Currently, on projects that are rushed, delivery is less than 20 days from the signing of the agreement. In general, the appraisals provided by Texas Appraisal Team have been accurate, legible, skillful and well organized.

If you have any questions or need any additional information, please do not hesitate to contact me at 817-392-8379 (office), and/or Ricardo.Salazar@fortworthtexas.gov.

Sincerely,



_____

Ricky Salazar - Assistant Director, Real Estate
City of Fort Worth
Property Management Department
900 Monroe St, Suite 400
Fort Worth, Texas 76102

July 8, 2024

City of Fayetteville
Amanda Beilfuss, SR. Purchasing Agent
Purchasing
113 W. Mountain
Fayetteville, AR 72701

Re: Request for Proposal (RFP) Number: 24-11, On-Call Appraisal Services
Real Estate Appraiser Services – Texas Appraisal Team

To Whom it May Concern:

Pursuant to a request from the captioned applicant, Aaron H. Wright, our records indicate that he has provided real estate appraisal services for us at various times during the period from September 2016 through July 2024.

Among the projects are the following:

- SH 276; CASH Water District (Appraisal)
- SH 276; Blackland Water Supply (Appraisals)
- SH 5 in Collin County – TxDOT (Appraisals)

We are pleased to report that we are satisfied with appraisal product and quality as well as Texas Appraisal Team's ability to meet production and delivery timelines. Delivery times are typically less than 30 day and engagement contracts are accepted less than 24 hours. Currently, on projects that are rushed, delivery is less than 20 days from the signing of the agreement. In general, the appraisals provided by Texas Appraisal Team have been accurate, legible, skillful and well organized.

If you have any questions or need any additional information, please do not hesitate to contact me at 469-583-0562 (cell), and/or larry@texaslandprofessionals.com.

Sincerely,

DocuSigned by:
Larry Montenegro
EED511FCAAEB4B6...

Larry Montenegro, SR/WA, R/W-RAC
Senior Project Manager
Texas Land Professionals, Inc
P.O. Box 611
Caddo Mills, Tx 75135

JAMES D. BRADBURY, PLLC

201 MAIN STREET
SUITE 600
FORT WORTH, TEXAS 76102

ALSO ADMITTED IN ARKANSAS
& MONTANA

OFFICE: 817-339-1105
JIM@BRADBURYCOUNSEL.COM

April 19, 2024

Re: Performance Evaluation/Reference Letter
Aaron H. Wright, MAI, R/W-AC with Texas Appraisal Team
Litigation Support

To Whom it May Concern:

Our firm, James D. Bradbury, PLLC has worked with Aaron H. Wright, MAI, R/W-AC from Texas Appraisal Team on several litigation matters of the past eight years. Our practice includes real estate matters as well as eminent domain proceedings.

Our firm has retained Mr. Wright on behalf of clients in numerous cases. He has provided litigation support services on a number of hearings and other requested services. Mr. Wright has been punctual, communicative and professional in relation to litigation support. Mr. Wright communicates effectively in all stages leading up to hearings, as well as testifying. In every case he has been a very well prepared and effective witness.

I am pleased to report that I am satisfied with his appraisal and litigation product quality as well as his ability to meet production and delivery timelines. We have always been pleased to use him for our client matters and intend to continue retaining him in the future.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

James D. Bradbury

April 18, 2024

Re: Performance Evaluation/Reference Letter
Aaron H. Wright, MAI, R/W AC with Texas Appraisal Team
Litigation Support

To Whom it May Concern:

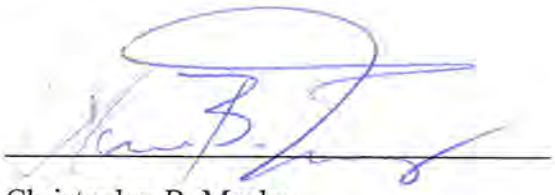
The City Fort Worth records indicate that Aaron H. Wright with Texas Appraisal Team, has provided real estate appraisal services for more than ten years.

Mr. Wright has provided litigation support on a number of hearings and I have worked with him on a number of cases. Mr. Wright has been punctual, communitive and professional in relation to litigation support. Mr. Wright communicates affectively in all stages leading up to hearings, as well as testifying.

I am pleased to report that I am satisfied with his appraisal and litigation product quality as well as his ability to meet production and delivery timelines.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Christopher B. Mosley
Senior Assistant City Attorney/Section Chief for General Litigation
City Attorney's Office
200 Texas Street
Fort Worth, Texas 76102
817-392-7603/Fax: 817-392-8359
Chris.Mosley@fortworthtexas.gov

PTG, Inc.

May 15, 2023

Ref: *Texas Appraisal Team*

To Whom It May Concern,

Aaron Wright and Matt Sims with Texas Appraisal Team has performed Real Estate Appraisals for residential, commercial and full takings / whole acquisitions for our company for over ten years on various City(s) projects throughout the North Texas Region.

Texas Appraisal Team is responsive to any circumstances and their work performance has always been completed ahead of schedule. Their work is detailed orientated, accurate and easy to understand. The City(s) have been very pleased with the service provided by both Aaron Wright and Matt Sims with Texas Appraisal Team.

I would highly recommend Texas Appraisal Team for future acquisition projects.

Sincerely,

Linda Latham, VP
972-849-9781
linda@ptg2000.com

Addenda 5

Other Documents

SARAH HUCKABEE SANDERS
Governor

DARYL E. BASSETT
Secretary of Labor
and Licensing

State of Arkansas

Arkansas Dept of Labor and Licensing
Arkansas State Board of Appraisers,
Abstracters, and Home Inspectors
900 W Capitol Ave, Suite 400
Little Rock, AR 72201
PH (501)-296-1843
https://www.arkansas.gov/alcb/

AARON WRIGHT
717 CORDES DRIVE
VENUS, TEXAS 76084

LICENSE #:
CG5201

THIS CERTIFIES THAT

AARON WRIGHT

IS LICENSED AS A

Non-Resident Certified General Appraiser

Given under our hand and seal this **12th** day of **Jun, 2024.**

This license expires: **06/11/2025.**

Daryl E. Bassett

SECRETARY OF LABOR AND LICENSING

Appraisal Institute®

Professionals Providing Real Estate Solutions

This Certifies That

Aaron Hollis Wright

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President, and the Corporate Seal to be hereunto affixed on this **24th** day of **August 2017**

President

This certificate is the property of the Appraisal Institute and must be returned to the Chief Executive Officer upon termination of membership.

SARAH HUCKABEE SANDERS
Governor

DARYL E. BASSETT
Secretary of Labor
and Licensing

State of Arkansas

Arkansas Dept of Labor and Licensing
Arkansas State Board of Appraisers,
Abstracters, and Home Inspectors
900 W Capitol Ave, Suite 400
Little Rock, AR 72201
PH (501)-296-1843
https://www.arkansas.gov/alcb/

MATTHEW SIMS
4212 STONEDALE ROAD
FORT WORTH, TEXAS 76116

LICENSE #:
CGN-5180

THIS CERTIFIES THAT

MATTHEW SIMS

IS LICENSED AS A

Non-Resident Certified General Appraiser

Given under our hand and seal this **11th** day of **May, 2024.**

This license expires: **05/10/2025.**

SECRETARY OF LABOR AND LICENSING

Addenda 6

Sample Appraisal

A SUMMARY RIGHT OF WAY ACQUISITION APPRAISAL REPORT

Parcel 20

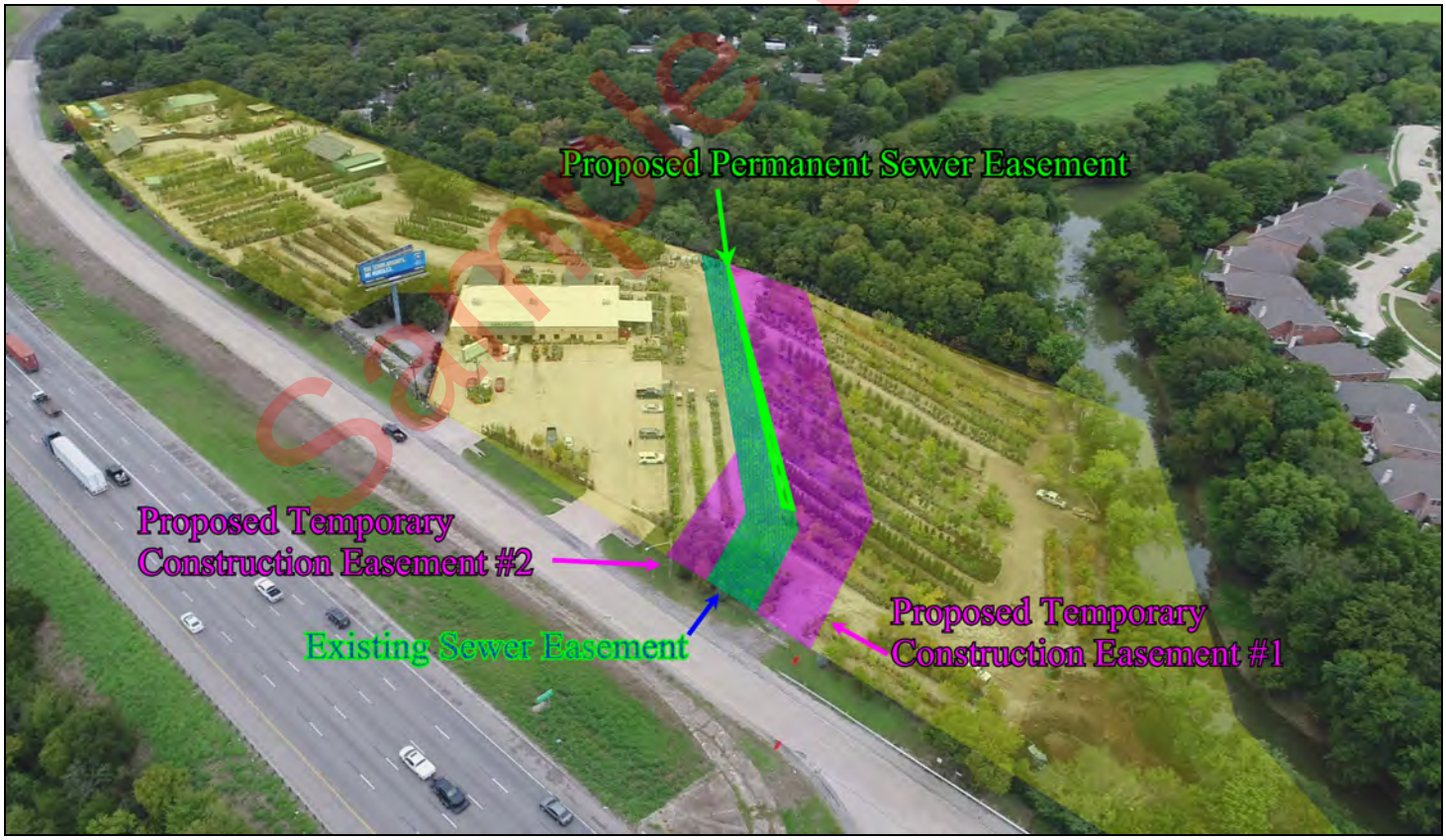
Owned by Elliott and Lillian, LLC (aka Elliot & Lillian, LLC)
5625 E IH 20
Tarrant County, Fort Worth, Texas 76119

PREPARED FOR:
City of Fort Worth
c/o Ricky Salazar, Assistant Director, Real Estate
Real Property Division
900 Monroe Street, 4th Floor
Fort Worth, Texas 76102

Effective Date of the Appraisal:
2/10/2023

Texas Appraisal Team
File Number: 2023-013

Sample Work



TEXAS ★ APPRAISAL TEAM

For your Valuation and Consulting Needs

February 10, 2023

City of Fort Worth
c/o Ricky Salazar, Assistant Director, Real Estate
Real Property Division
900 Monroe Street, 4th Floor
Fort Worth, Texas 76102

SUBJECT: Right-of-Way Acquisition Appraisal of Parcel 20
Owned by Elliott and Lillian, LLC (aka Elliot & Lillian, LLC)
5625 E IH 20
Fort Worth, Texas 76119
File Number. 2023-013

Dear Mr. Ricky Salazar,

I am pleased to transmit this summary appraisal report that was prepared on the above-referenced property. The intended use of this appraisal is to assist the client in their determination of adequate compensation due as of 2/10/2023, the effective date of the appraisal. The date of this report is 2/13/2023.

According to tax records, the whole property is a **7.887** acres or **343,558** square feet site of land improved with a tree nursery and related site improvements. The City of Fort Worth has proposed to acquire approximately Parcel 20 which contains 8,460 square feet or 0.194 acres in a permanent sanitary sewer easement, however, the City of Fort Worth already owns 7,748 square feet or 0.178 acres. This results in the City of Fort Worth needing only 712 square feet or 0.016 acres in additional permanent sanitary sewer easement. In addition, the City of Fort Worth has proposed to acquire two temporary construction easements. Parcel 20 – Temporary Construction Easement 1 consist of 28,687 square feet, or 0.659 acres and Parcel 20 – Temporary Construction Easement 2 consist of 1,526 square feet, or 0.035 acres. The proposed acquisition does not cause permanent damages to the remainder.

The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Standards of Professional Practice of the Appraisal Institute. My opinion of market value is premised upon the Assumptions and Limiting Conditions cited in the addenda of this report. To report the assignment results, I used the Appraisal Report option of Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice (USPAP)*. Accordingly, this report contains summary information and analyses that are used in the appraisal process. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

Based on the analysis and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed herein, it is my opinion that the compensation for the acquisition of the herein described property as of 2/10/2023, is

$17,597

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,
Texas Appraisal Team

Aaron H. Wright, MAI, R/W-AC
Certified General Real Estate Appraiser
State Certificate #TX-1337782-G

Matthew A. Sims, R/W-AC
Certified General Real Estate Appraiser
State Certificate #TX-1381080-G

Christy E. Wright
Appraiser Trainee
State Certificate #TX-1343434-Trainee

Sample Work

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Sample Work

GENERAL INFORMATION

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Project	CFW# Project No. 100995 Lake Arlington Lift Station and Force Main
Parcel	Parcel 20
Property Type	Commercial/Industrial
Owner of Record	Elliott and Lillian, LLC (aka Elliot & Lillian, LLC)
Address	5625 E IH 20 Fort Worth, Texas 76119
Property Tax Id Number(s)	06146813; 40389294
Effective Date of the Appraisal	2/10/2023
Date of the Report	2/13/2023
File Number	2023-013

Highest and Best Use		Remainder Before the Acquisition (Calculated)	
Whole Property	Commercial/Industr	Whole Value	$3,450,000
Part To Be Acquired	As Part of Whole	Less Part To Be Acquired	$979
Remainder After	Commercial/Industr	**Equals Remainder Before Value**	**$3,449,021**

Whole Property Value Conclusions		After Property	
Land Value (SCA)	$934,131	Land Value (SCA)	$933,152
Cost Approach	$3,441,416	Cost Approach	$3,440,437
Sales Comparison Approach	$3,456,000	Sales Comparison Approach	$3,456,000
Income Approach	$3,471,117	Income Approach	$3,471,117
Reconciled Whole Value	**$3,450,000**	**Remainder After Value**	**$3,449,021**

Part To Be Acquired		Calculations		
Improvements		**Whole**		
Parcel 20 in Fee	$979	Fee Area	335,810 SF	7.709 Acres
Total Land	$979	Existing Sewer	7,748 SF	0.178 Acres
TOTAL VALUE AS A UNIT	$979	**Part Acquired**		
Total	$0	Parcel 20 in	712 SF	0.016 Acres
Land		**Remainder**		
Parcel 20 in Fee	$979	Fee Area	335,098 SF	7.693 Acres
		Parcel 20 in	712 SF	0.016 Acres
Total Part To Be Acquired	**$979**	Existing Sewer	7,748 SF	0.178 Acres

Comments

The appraiser's opinion is that there are no permanent damages to the remainder as a result of the acquisition.

Determination of Compensation	
Whole Property Value	$3,450,000
Part To Be Acquired	$979
Remainder Before the Acquisition	$3,449,021
Remainder After the Acquisition	$3,449,021
Damages (or Enhancements)	$0
Costs to Cure	$0
Temporary Easement	$16,618
Total Compensation	**$17,597**

Sample Work

Identification of Subject and Project

The subject is located at 5625 E IH 20, Fort Worth, Tarrant County, Texas. The subject is legally described as: Being Lots 1 and 3, Block 1 out of the Postwood Business Park Addition, City of Fort Worth, Tarrant County, Texas. According to tax records, the whole property is a **7.887** acres or **343,558** square feet site of land improved with a tree nursery and related site improvements. The City of Fort Worth has proposed to acquire approximately Parcel 20 which contains 8,460 square feet or 0.194 acres in a permanent sanitary sewer easement, however, the City of Fort Worth already owns 7,748 square feet or 0.178 acres. This results in the City of Fort Worth needing only 712 square feet or 0.016 acres in additional permanent sanitary sewer easement. In addition, the City of Fort Worth has proposed to acquire two temporary construction easements. Parcel 20 – Temporary Construction Easement 1 consist of 28,687 square feet, or 0.659 acres and . Parcel 20 – Temporary Construction Easement 2 consist of 1,526 square feet, or 0.035 acres. The project has been identified as by the client as CFW# Project No. 100995 Lake Arlington Lift Station and Force Main.

Current Ownership and Sales History

The *Uniform Standards of Professional Appraisal Practice (USPAP)* requires full disclosure of any sales or property transfers with the previous three years of the date of value.

According to public records the owner of record is Elliott and Lillian, LLC (aka Elliot & Lillian, LLC), who purchased in 2014. To the best of my knowledge, no other sale or transfer of ownership has occurred within the past five years, and as of the effective date of this appraisal, the property is not subject to an agreement of sale or option to buy, nor is it listed for sale.

Real Estate Tax Assessment

Real estate tax assessments are estimated by jurisdiction on a county basis for the subject. The property is located in Tarrant County. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by dividing the assessed value for a property by 100, then multiplying by the composite rate.

Property Tax ID Number(s)	06146813; 40389294
Land Assessment	$215,339
Building Assessment	$650,385
Total Assessment	$865,724
Tax Rate	2.59960%
Indicated Tax Liability	$22,505

Tax records indicate that the site has 12.2800 acres, or 534,916 square feet, indicating a Land Assessment of $0.40 per square foot or $17,536 per acre. According to the tax records the building area is 10,720 square feet with a total assessment of $865,724 or $80.76 per square foot of building area. The assessed value for the land is below market value. The overall assessment not investigated for the purposes of this report.

Sample Work

Inspection Information, Effective Date and Date of Report

An inspection of the subject property was made on 3/5/2020, and 5/5/2021 from the public right of way. A letter was mailed to the property owner on 1/28/2020. An additional inspection was made on 2/10/2023 from the public right of way. No contact was established with the property owner.

	Primary Contact	Alternate Contact
Name	Elliott and Lillian, LLC (aka Elliot & Lillian, LLC)	Tyler Milton
Company	Elliott and Lillian, LLC (aka Elliot & Lillian, LLC)	Dawson & Sodd, PLLC
Address	1914 Saddlehone Lane	8333 Douglas Ave, Suite 380
City, State, Zip	Mansfield, Texas 76063	Dallas, Texas 75225
Email		tyler@dawsonsodd.com
Phone 1		(214) 373-8181 Work
Phone 2		

Effective and Report Date

The effective date of this report is the most recent date of inspection, or 2/10/2023. The date of the report 2/13/2023.

Prior Subject Property Services

Under the Conduct section of USPAP, disclosure is required to the client if the appraiser is performing, or has performed other services with regard to the property such as property management, leasing, brokerage, auction, investment advisory services, or other valuation services in the three years prior to accepting an assignment. I have provided services regarding the subject property as an appraiser within the prior three years of accepting this assignment. This is an update of a prior report.

Identification of the Client

The appraisal report is prepared for the City of Fort Worth, its employees, agents and assigns.

Intended Users and Intended Use

The intended users of this report include the client and its employees/agents. This report may also be used by an outside entity hired by the client to assist in the assignment. The intended use of this appraisal is to assist the client in their determination of adequate compensation due.

Objective of the Assignment

The scope of this assignment is to form an opinion of total compensation due to the property owner as a result of the proposed acquisition by the City of Fort Worth. This compensation includes the fee and easement interest at Market value of the part to be acquired and any (if any) damages to the remainder property. The compensation may include temporary or permanent easement interest.

Sample Work

Appraisal Report Option

This report is intended to conform to the Summary Appraisal Report format in compliance with Standards Rule 2-2(a) of The Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal report is intended to conform to "The Uniform Appraisal Standards for Federal Land Acquisitions" in accordance with Federal Regulations and the Appraisal report requirements of the Uniform Act (49 CFR 24.103). This appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation, the Standards of Professional Practice and the Code of Professional Ethics of the Appraisal Institute, except as they may conflict with State and Federal regulations regarding the appraisal of properties involved with the power of eminent domain for land acquisitions. This opinion of value is subject to the Assumptions and Limiting Conditions that are included in the attached report. There is additional supporting documentation contained within the appraisal files and project files.

When valuing the subject property, the influence of the project cannot be considered according to 49 CFR 24.103(b) which states:

"To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner."

When appraising the remainder after the acquisition, a forecast is being made. This is a hypothetical situation that is a typical appraisal practice for valuing eminent domain situations.

Property Rights Appraised

The property rights being appraised in this report can consist of a fee simple estate, easement and temporary easement. The interest being acquired can be in the form of fee simple estate, easement or temporary easement. These are defined by The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), by the Appraisal Institute as:

> Fee Simple Estate - "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."
>
> Easement – "An interest in real property that transfers use, but not ownership, of a portion of an owner's property."
>
> Temporary Easement – "An easement granted for a specific purpose and applicable for a specific time period."

Extraordinary Assumptions

Extraordinary assumption "presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis." (The Dictionary of Real Estate Appraisal) If it turns out to be untrue, the value conclusion could be impacted. Extraordinary assumptions are those assumptions that are specific to the assignment, as opposed to general assumptions, which could be applicable to any assignment. In this assignment, I have assumed typical general assumptions and limiting conditions as cited in the addenda of this report.

In addition, this report assumes that any improvements affected by the acquisition will be addressed by the City and property owner separately, therefore, this report does not include compensation for the improvements. If this is not the case , it could change the compensation of this report.

The City has already acquired a permanent easement were a portion of the proposed permanent easement is located. This report assumes the City of Fort Worth has the right to utilize the existing easement for the proposed permanent easement and the acquisition is limited to the area that is not located in the existing easement. If this is not the case, it could change the compensation of this report.

Sample Work

Jurisdictional Exceptions

For right-of-way projects in the State of Texas, there are also several cases that may establish compensable and non-compensable elements resulting from a project. For example, in the State of Texas vs. Schmidt, the Texas Supreme Court "held that owners were not entitled to compensation for diminution in value of remainder property due to diversion of traffic, increased circuitry of travel of property, lessened visibility to passersby, or inconvenience of construction activities." These types of damages are considered community damages which would be non-compensable based on case law, as opposed to specific damages that are exclusive to a property. In addition, regarding the compensation for landscaping, the Texas Supreme Court stated in the case of White vs. Natural Gas that "in eminent domain proceedings our courts have consistently held that the landowner cannot recover for damage to crops, loss of trees, ornamental shrubs, etc., as separate items. These features can be taken into consideration in determining compensation only insofar as they affect the market value of the land, as land."

Hypothetical Conditions

A hypothetical condition is "that which is contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."(2020-2023 USPAP) In the State of Texas, appraisal reports prepared for eminent domain purposes may recognize one or more hypothetical conditions. For example, the appraisal of a remainder property assumes that the proposed public or private improvements were complete as of the effective date of valuation, when in fact it is known that they are not. The use of hypothetical conditions derived from public policy and case law does not result in a process that is limited or renders the results no longer credible. When valuing the subject property, the influence of the project cannot be considered according to 49 CFR 24.103(b) which states:

"To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner."

When appraising the remainder after the acquisition, a forecast is being made. This is a hypothetical situation that is a typical appraisal practice for valuing eminent domain situations. No other hypothetical conditions are utilized in this assignment other than the ones listed in the report and in the addenda.

Competency Provision

I am competent to accept this appraisal assignment based on my education and experience in appraising properties involving partial acquisitions for right of way purposes as well as my knowledge of the local real estate market. Significant time has been spent in the collection and analysis of sales, rents, local costs, and demographics in order to obtain the necessary understanding of the local market.

Environmental Statement

A non-scientific inspection of the subject property and the rights-of-way being acquired indicated no evidence of underground storage tanks, soil contamination, or environmental hazards. However, the appraiser is not qualified to detect the presence of environmental hazards, and the client is urged to retain an expert in this field if there is any question as to the existence of hazardous materials or environmental problems. The value determined in the appraisal is based on the assumption that no hazardous materials or environmental problems are present on or in the property.

Sample Work

Scope of Work

To perform this assignment, we took the following steps to gather, confirm, and analyze relevant data:

Physically inspected the subject property and the surrounding market area.

Collected information about the property and the market area, and confirmed the information with multiple sources.

Performed a highest and best use analysis of the subject site as vacant and as improved when applicable.

Gathered market information on comparable land and, if applicable, improved sales, construction costs, depreciation, rents, operating expenses, and capitalization rates. The applicable comparable sales and rent information was confirmed with a party involved with the transaction.

Analyzed market information and developed indications of value under the necessary approaches to value for a credible assignment result. The market information was analyzed for an appraisal of the **Whole Property**, the **Part to be Acquired** and the value of the **Remainder Before** and **Remainder After** the acquisition.

> The appraisal of real estate typically employs three traditional valuation methods: the sales comparison approach, the cost approach, and the income approach. All three traditional approaches were used in this analysis. In the income analysis, the value estimate for the fee simple interest was concluded by direct capitalization.

Partitioned the **Whole Property** value opinion between the **Part to be Acquired** and the **Remainder Before** the acquisition. In this case, the part to be acquired and remainder before estimates are prorated allocations of the whole property (e.g., The whole property is 100% and the part to be acquired is 10%, resulting in a remainder before the acquisition of 90%).

Performed a highest and best use analysis on the **Remainder After** with consideration to the impact on the residual property as a result of the proposed acquisition. If necessary, the cost to cure and restore the functional utility of the remainder after was estimated.

Derived an estimate of the total compensation due to the owner of the property as the result of a proposed acquisition by summation of the part to be acquired and any damages. The damages were calculated based on the difference in the value opinion for the remainder before and remainder after.

Prepared an appraisal report summarizing our analyses, opinions and conclusions.

Personal Property and Trade Fixtures

The estimate of compensation in this report is for real property interest, or real estate which includes the physical land and improvements attached to the land. This report does not include a value estimate for personal property or trade fixtures unless represented otherwise in this report. According to the *Code of Federal Regulations (CFR), Title 49 – Transportation, Section 24.103(a)(1),* "The appraisal report should identify the items considered in the appraisal to be real property, as well as those identified as personal property". The real property or real estate is described in other sections of this report, or the *Description and Analysis of the Land* and in the *Description and Analysis of the Improvements*.

Business personal property is located in the easement area, which is inventory such as trees and other related items.

Sample Work

NEIGHBORHOOD ANALYSIS

The subject is located in Tarrant County, in the southern portion of Fort Worth. The subject is located in the US 287 and Interstate 20 area. The neighborhood is mixed use with the predominant use in the immediate area being commercial and industrial along Business US 287 and Interstate 20. Over the past 15 years, the neighborhood has seen a significant increase in commercial and industrial uses. The neighborhood is primarily a bedroom community with most residence working in the Fort Worth CBD.

Demand Generators – Employment

Downtown Fort Worth has a diverse group of employers, such as Pier 1 Imports, D.R. Horton, XTO Energy, TPG Capital. Due to its central location, Fort Worth is a major recreational destination due to the retail and restaurant/entertainment venues located in the Sundance Square area of downtown. The Tarrant County College – Trinity River Campus and government operations for Tarrant County are also major sources of employment and demand in the area.

Access and Public Services

Primary access to the neighborhood is via IH 35W, which extends from Hillsboro to Denton, with IH 20 and IH 30 providing direct access to Dallas to the east. The local market perceives public transportation as good compared to other areas in the region. However, northern sections of IH 35W are current undergoing reconstruction and expansion, and traffic congestion is a major force in the market.

Police and fire protection is provided by the City of Kennedale. The Fort Worth surrounding area is mainly served by the Fort Worth Independent School District, however, the immediate surrounding area in served by the Crowley Independent School District. Higher education is provided by Tarrant County Community College (TCCC), a two year college. The hospital district is located just south of IH 30 downtown.

Land Use

The immediate area consist of mixed uses of industrial, residential and some commercial. Most of the commercial nodes for the subject's area are located at the intersections of Interstate 20 and US 287 with industrial uses along Business US 287. The commercial area over the last five years has continued to grow, with most growth at US 287 and Little Road. New developments have been extending southward to Sublet Road. Industrial uses along Business US 287 have been stable with some properties being redeveloped.

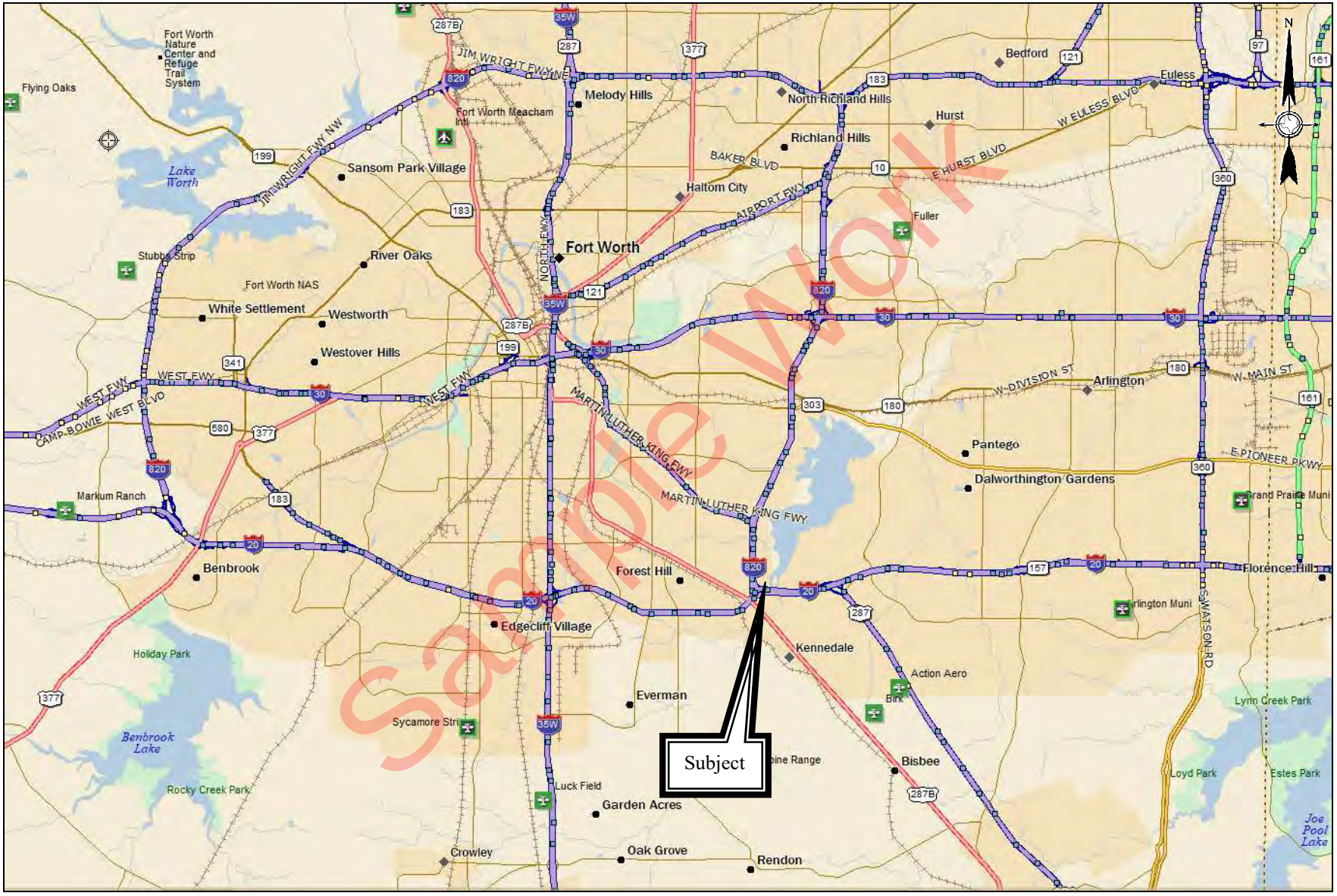
Land Uses	
Predominant Age of Improvements	30 to 50 years
Prevailing Single-Family Price Range	$100,000 to $250,000
Life Cycle Stage	Growth
Infrastructure/Planning	Average
Predominant Location of Undeveloped Land	Infill

Conclusion

The market area is in the growth stage of its life cycle, with many residential houses being developed within the immediate area. The location in the southern portion of Fort Worth, leads this area to future growth in residential development and the area will continue as a bedroom community. Growth trends and property values will remain stable in the near future in this market.

Sample Work

Area Map



Sample Work

Whole Property Description

Description and Analysis of the Land

Being Lots 1 and 3, Block 1 out of the Postwood Business Park Addition, City of Fort Worth, Tarrant County, Texas.

Physical Features	
Land Area	According to tax records, the whole property is a **7.887** acres or **343,558** square feet site of land improved with a plant nursery and related site improvements. It is noted that 7,748 square feet of the land is encumbered by a sew easement that is owned by the City of Fort Worth. The City of Fort Worth has proposed to acquire approximately Parcel 20 which contains 8,460 square feet or 0.194 acres in a permanent sanitary sewer easement, however, the City of Fort Worth already owns 7,748 square feet or 0.178 acres. This results in the City of Fort Worth needing only 712 square feet or 0.016 acres in additional permanent sanitary sewer easement. In addition, the City of Fort Worth has proposed to acquire two temporary construction easements. Parcel 20 – Temporary Construction Easement 1 consist of 28,687 square feet, or 0.659 acres and Parcel 20 – Temporary Construction Easement 2 consist of 1,526 square feet, or 0.035 acres.
Configuration	Irregular
Topography	Near level
Drainage	Adequate
Flood Plain	
Community Panel #	48439C0430L Date September 25, 2009
Flood Zone	Zone X – Outside of the 100 year flood (80%) Zone AE – Inside of the 100 year flood (10%) Zone AE Floodway – Inside of the 100 year floodway (10%)
Flood Insurance	Not required in Zone X, required in Zone AE

Environmental Hazards

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. Our inspection of the site did not reveal any obvious signs that there are contaminants on or near the property. Therefore, we assume the subject is not adversely affected by environmental hazards.

Ground Stability

A soil report was not provided for review; however, based on our inspection of the property and observation of development on nearby sites, we assume that the subject is not affected by any adverse soil conditions that would restrict it from being developed to its highest and best use.

Sample Work

Streets, Access, Frontage

Street	**IH 20 – Frontage Road**
Frontage Feet	+/- 1,400 feet
Paving	Concrete Paving
Curbs/Gutters	No
Sidewalks	No
Lanes	2 Lanes
Direction of Traffic	West
Condition	Average
Traffic Levels	Average
Signals/Traffic Control	None
Access	Average
Visibility	Average
Driveways	Three

UTILITIES

Utility	Provider
Water	City of Fort Worth
Sewer	City of Fort Worth
Electricity	Oncor (through other retailers)
Natural Gas	Atmos Energy
Local Telephone	Various providers

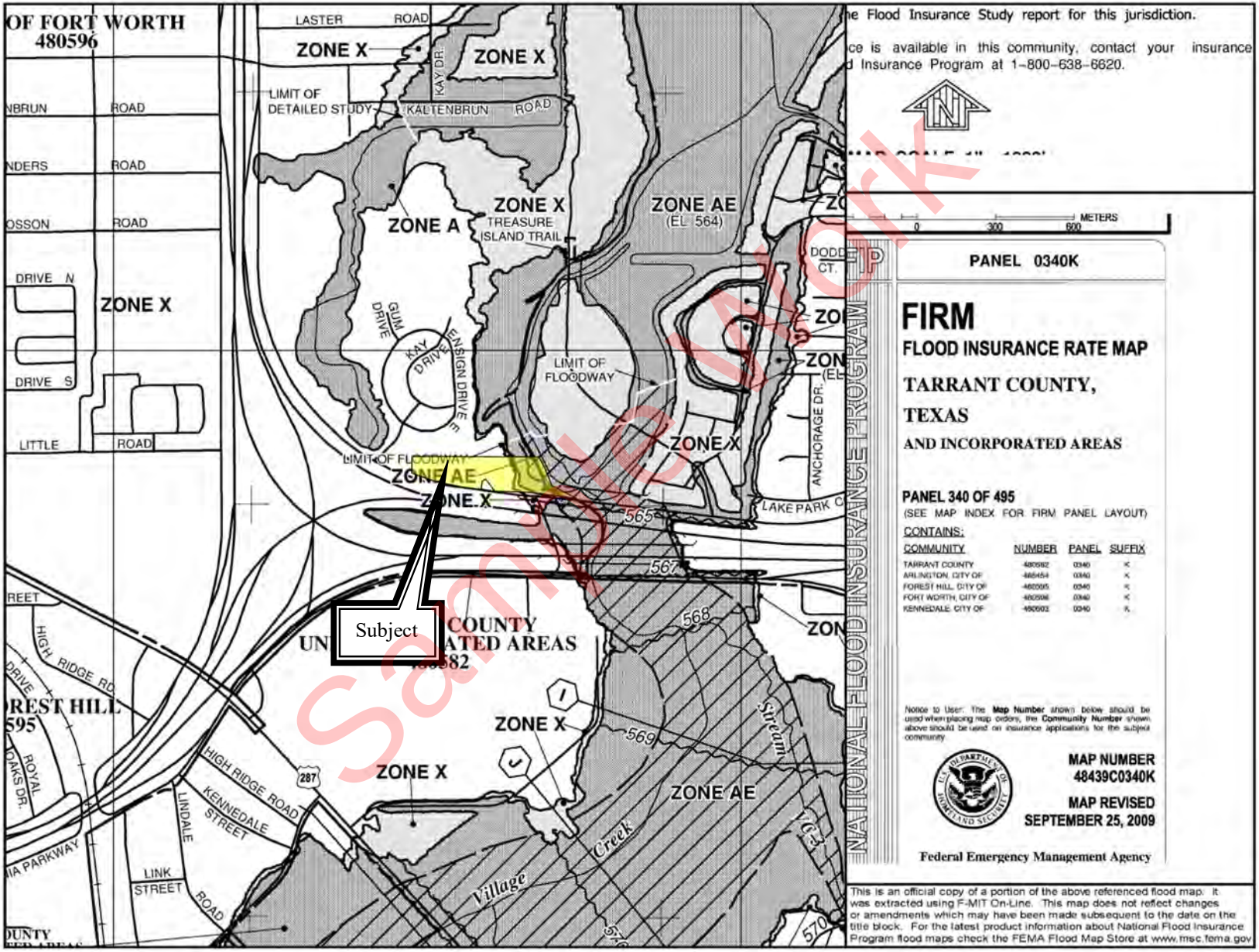
Summary of Land Description

Overall, the physical characteristics of the site are suitable for the uses permitted by zoning. Most factors, including its topography, location, accessibility, and availability of utilities are positive attributes. In comparison to other commercial sites in the region, I rate the subject as follows:

SITE ATTRIBUTE RATINGS	
Visibility	Average
Traffic Light Controlled Intersection	Average
Utilities	Average
Shape and Contour	Average
Land available for future development	Average

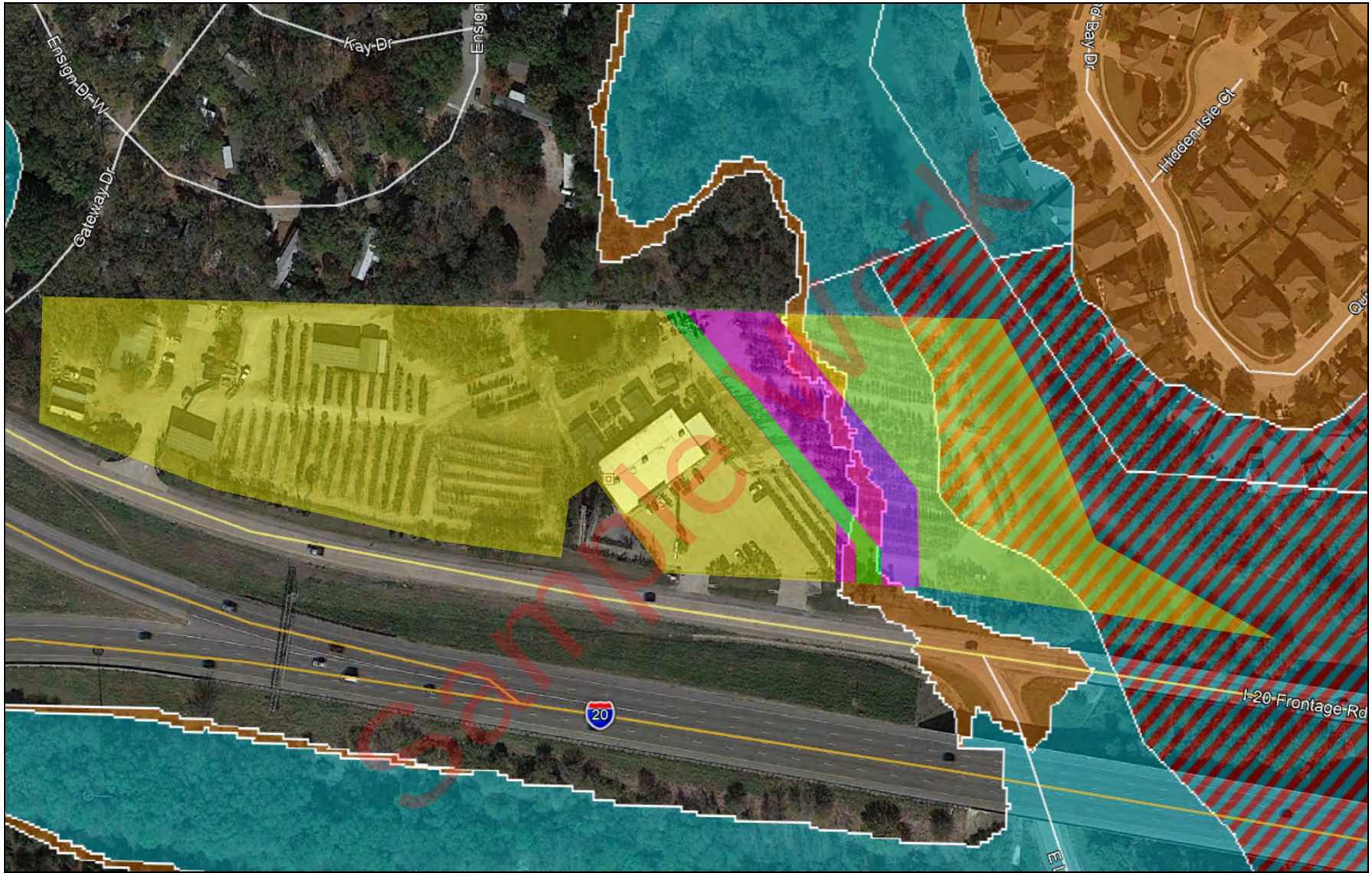
Sample Work

Flood Map



Sample Work

Flood (Google Earth)



Sample Work

Description and Analysis of the Improvements

The following description is based on my exterior inspection of the property from the right of way, tax records and aerial measurements. Land to building ratio is 31.81 to 1.

Exterior Description

Name of Property	The Tree Place
General Property Type	Single Tenant
Property Class	Industrial/Retail
Occupancy Type	Owner Occupied
Size	
Gross Building Area (GBA)	8,400 square feet – Main Building (originally designed as a retail sales store) 2,400 Square feet - Office/Shop
Source of SF Info.	Aerial measurements
Number of Buildings	Two
Building Shape	Rectangle
Year Built	1987 – Main Building (34 years actual age) 2005 – Office/Shop
Foundation	Poured, reinforced concrete footing with concrete slab.
Exterior Walls/Windows	Tilt wall construction. Double paned windows on molded aluminum frames (Main Building). Metal wall construction with double paned windows (Shop/Office).
Roof	Built-up, near flat roof – Main Building Metal roof – Office/Shop
Attached Building Canopy Area	825 square feet – Main Building 252 square feet – Office Building
Sheds	Shed 1 – 240 SF; Shed 2 – 96 SF; Shed 3 – 800 SF
Solar Lean To	The property contains two solar lean-tos

Interior Description (Assumed)

Interior Partitioning	Typically drywall; firewalls, per code.
Floor Plate /Layout	1,764 square feet as a convenience store, 3,612 square feet as multi-tenant. Adequate layout and design.
Ceiling Cover	Typically suspended acoustic ceiling panels.
Wall Cover	Painted drywall with variations to tenant specifications.
Floor Cover	Primarily commercial-grade carpet with some vinyl tile and other variations to tenant specifications.
Lighting	Suspended and recessed fluorescent and incandescent lighting to tenant specifications.

Sample Work

Equipment and Mechanical Systems (Assumed)

HVAC	Warm and cool air (zoned). Assumed for Main Building and Office/Shop
Electrical	Assumed to meet code.
Rest Rooms	Adequate.
Security System	Unknown

Site Improvements (Assumed)

Landscaping	There is about 4,260 square feet of landscaping n the form of pavers, shrubs and rocks.
Concrete Paving	There is about 35,050 square feet of concrete paving.
Gravel Paving	There is approximately 205,000 square feet of gravel paving.
Fencing	The property contains approximately 1,740 linear feet of chain-link fencing with gates; 44 linear feet of pipe fencing with gates; 280 linear feet of wrought iron fencing with gates; and 900 feet of wood fencing.
Canvas Canopies	The property contains two canvas canopies behind the Main Building.
Signs	The property contains two signs
Pond	The property contains one pond.
Light Standard	The property contains one light standard.
Carport	The property contains sone carport.
Parking Stops	The property contains three parking bumpers.

Improvements Analysis

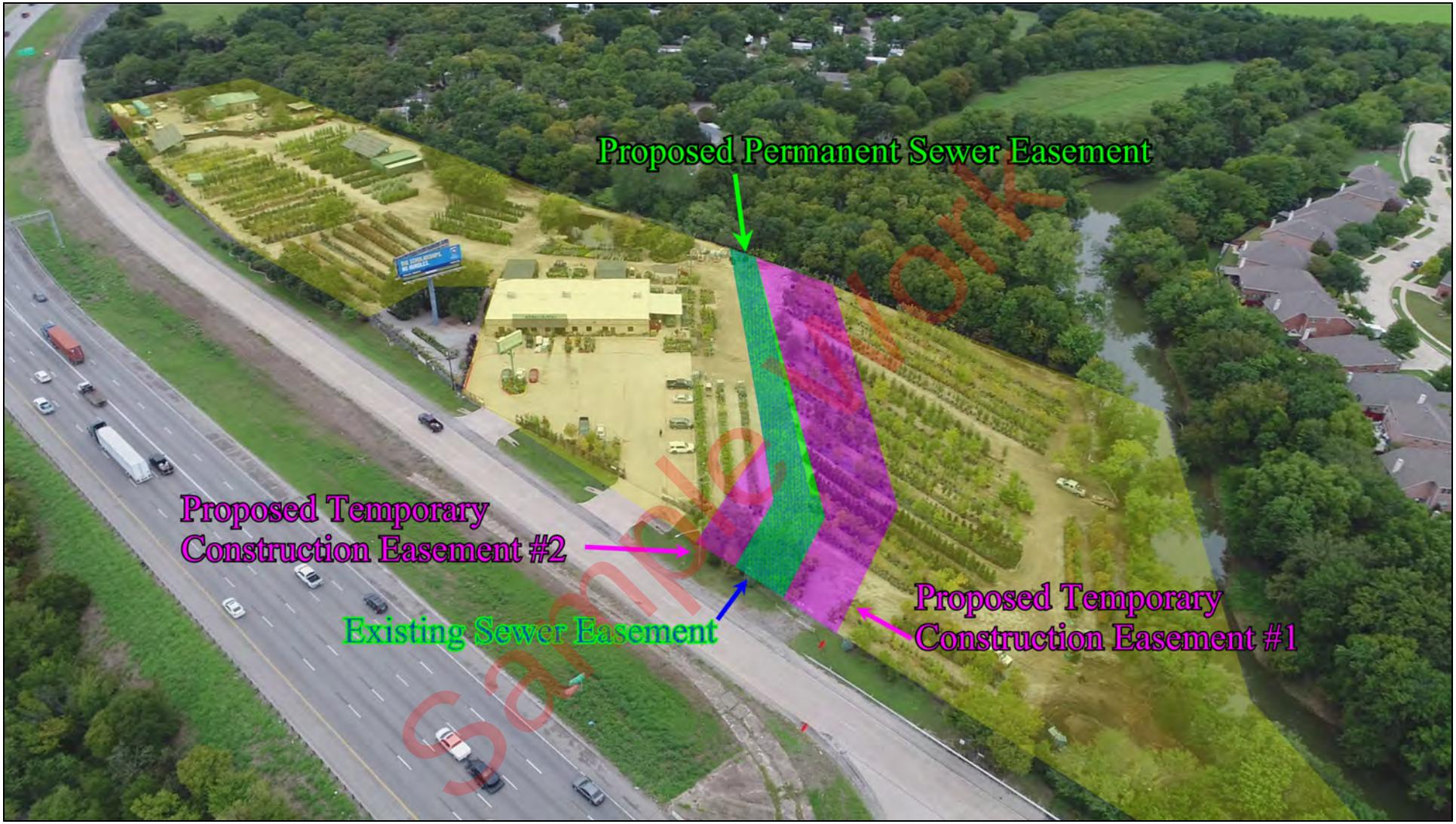
Condition	The condition of the improvements is good with typical construction.
Deferred Maintenance	Overall, the property has been adequately maintained.
Quality of Construction	The quality of construction is average.
Functional Utility	My inspection did not reveal any significant items of functional obsolescence.
Environmental	No hazardous substances were observed during my inspection of the improvements; however, I am not qualified to detect such substances. Unless otherwise stated, it is assumed that no hazardous conditions are present at the subject.

Summary of Improvements Description

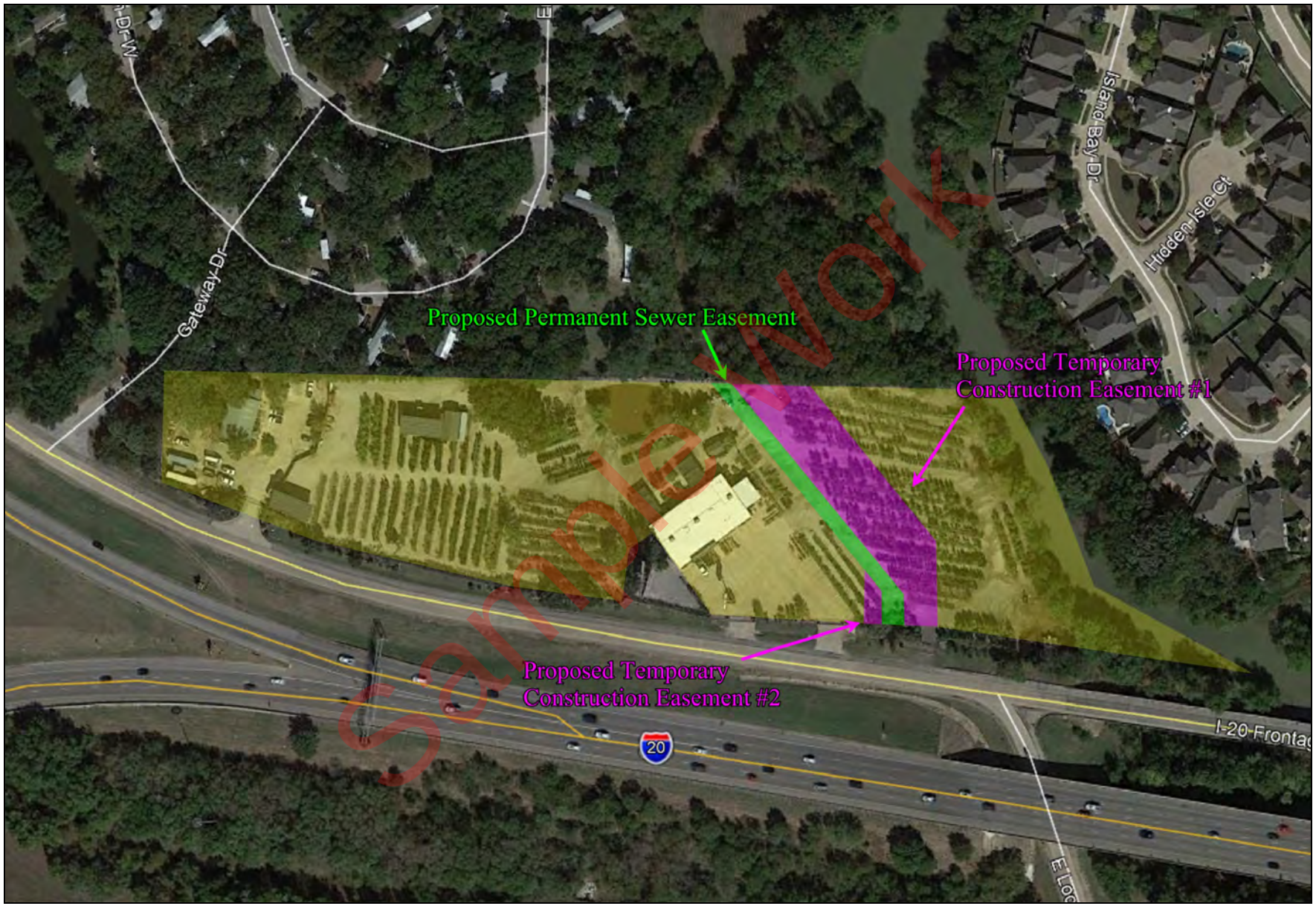
In comparison to other buildings in the region, the subject rates average to other buildings.

Sample Work

AERIAL


Proposed Permanent Sewer Easement
Proposed Temporary
Construction Easement #2
Existing Sewer Easement
Proposed Temporary
Construction Easement #1
Sample Work

AERIAL (GOOGLE)



Zoning

The subject is zoned PD 579 and "E" Neighborhood Commercial District, which is for commercial and industrial uses. PD 579 is specifically "for nursery with outdoor storage of plat materials, screening fence to the north, no storage of large equipment" (City of Fort Worth). Specific zoning requirements are summarized in the following tables.

ZONING SUMMARY

Zoning Jurisdiction	City of Fort Worth
Zoning Designation	PD 579 and "E" – Neighborhood Commercial District
Zoning Change Likely?	No
Permitted Uses	The purpose of the neighborhood commercial ("E") district is to provide areas for neighborhood-serving commercial, institutional and office uses.

ZONING REQUIREMENTS

Category	Zoning Requirement "E"
Minimum Lot Area	None
Minimum Street Frontage	None
Minimum Lot Width	None
Minimum Lot Depth	None
Minimum Front Yard Setback	20 Feet
Minimum Side Yard Setback (Interior)	5 feet minimum adjacent to residentially zoned lot, none otherwise. If provided, side yard must be 3 feet minimum.
Minimum Side Yard Setback (Corner)	None required unless through lot, then 10 feet minimum required
Minimum Rear Yard Setback	10 feet minimum unless adjacent to residential district, where 15 feet minimum required.
Maximum Lot Coverage	None
Maximum Height	3 stories or 45 feet maximum provided, however, stealth telecommunication towers are permitted to a height of 60 feet; telecommunication towers are permitted to a height of 45 feet as a special exception approved by the board of adjustment.
Source	City of Fort Worth

Sample Work

According to the local planning department, there are no pending or prospective zoning changes. As stated, the property is zoned planned development, which currently allows for a nursery. If the use is changed, it would have to go before the zoning board in order to change use. This is typical for "planned development" districts and is not a hindrance as "planned development" uses do change over time.

OTHER LEGAL AND REGULATORY CONSTRAINTS

Easements, Encumbrances, and Restrictions

Although a title report was not provided for review, I am are not aware of any easements, encumbrances, or restrictions that would adversely affect the use of the site. A title search is recommended to determine whether any adverse conditions exist. We assume that there are no easements, encumbrances, or restrictions that would restrict the property from being developed to its highest and best use. It is noted that the property contains a number of easements along the east portion of the property, however, the easements do not affect development of the property.

Encroachments

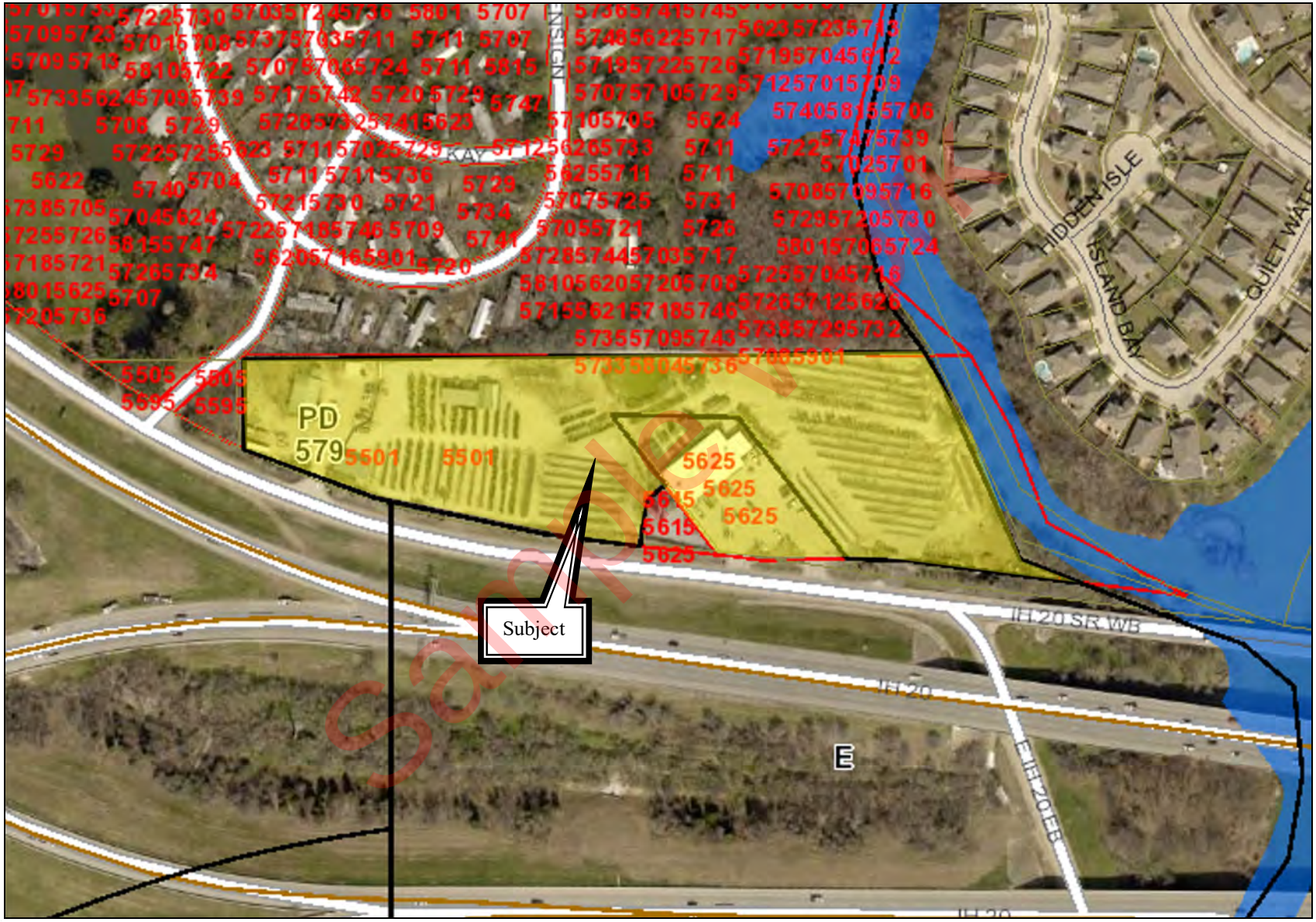
I was not provided a survey; however, an inspection of the site revealed no apparent encroachments. It is assumed that the property is free and clear of encroachments.

Other Land Use Regulations; Development Moratoriums

I am not aware of any land use regulations other than zoning that would affect the property, nor am I aware of any moratoriums on development.

Sample Work

Zoning



Sample

Whole Property Analysis

Highest and Best Use Analyses – Whole Property

Before an opinion of value can be developed, there must be a determination of the highest and best use of the property. The highest and best use must be: Legally permissible, Physically Possible, Financially Feasible and capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Legally Permissible

The subject is located in the southern portion of Fort Worth and Tarrant County. The subject is currently zoned PD 579 and "E" – Neighborhood Commercial District. There are no other legal restrictions that would impeded the property from being developed to its highest and best use.

Physically Possible

The physical characteristics of the site should reasonably accommodate any use that is not restricted by its size. According to tax records, the whole property is a **7.887** acres or **343,558** square feet site of land improved with a plant nursery and related site improvements. The City of Fort Worth has proposed to acquire approximately Parcel 20 which contains 8,460 square feet or 0.194 acres in a permanent sanitary sewer easement, however, the City of Fort Worth already owns 7,748 square feet or 0.178 acres. This results in the City of Fort Worth needing only 712 square feet or 0.016 acres in additional permanent sanitary sewer easement. In addition, the City of Fort Worth has proposed to acquire two temporary construction easements. Parcel 20 – Temporary Construction Easement 1 consist of 28,687 square feet, or 0.659 acres and . Parcel 20 – Temporary Construction Easement 2 consist of 1,526 square feet, or 0.035 acres. According to the most recent Flood Insurance Rate Map, the subject property does lie within 20% flood zone. Perimeter utility easements are assumed to be present along the sites perimeter, and the location and nature of these easements does not have an adverse effect on the utility of the site. The topography is generally level and near level. The property has adequate frontage, depth, accessibility and visibility, and is physically suited for most uses. It is estimated that the property can be developed, as the property is currently improved.

Financially Feasible

In the immediate vicinity of the subject, land uses vary greatly. There are many commercial and industrial developments near the subject. Based on the current market, there is sufficient demand to support commercial uses. Therefore, industrial and commercial uses are considered financially feasible at this time.

Maximally Productive

Considering the permissible, possible, and financially feasible uses. I conclude that industrial and commercial uses are the maximally productive use of the property.

Conclusion

Industrial and Commercial uses are the only uses that meet the four tests of highest and best use. Accordingly, it is concluded to be the highest and best use of the property.

Analysis of Site "As Improved"

The subject is currently improved with a plant nursery building and related site improvements. The current value indications for the subject property, as improved, would exceed the projected value of the site as if vacant; i.e., the current improvements contribute to the overall value of the site. Considering current economic conditions of the neighborhood, no alternative legal use would justify removal of the improvements at present. Therefore, the existing improvements are considered to be the highest and best use of the property.

Sample Work

Valuation Methodology – Whole Property

The three traditional methods of valuing real estate include the cost approach, the sales comparison approach, and the income approach. The three approaches are variously applied in different appraisal assignments depending on the unique characteristics of the property being appraised, the scope of work of the appraisal assignment, or the availability of relevant market data.

The **cost approach** assumes that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land, or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties. The cost approach essential involves estimated the depreciated value of the improvements and added this to the value of the land. The land valuation is typically estimated by the **sales comparison approach** based on the highest and best use conclusion previously presented for the subject.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data that can be verified from authoritative sources. The sales comparison approach is less reliable in an inactive market, or when estimating the value of properties for which no real comparable sales data is available.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value, a relationship expressed as a capitalization rate or income multiplier. This approach converts the anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value indication through capitalization or an income multiplier. This approach is widely applied when appraising income-producing properties.

Applicability of Valuation Approaches

All approached to value are utilized to value the whole property.

Sample Work

Sales Comparison Approach – Land Whole Property

Aerial Map	Description	Land Sale 1	
	Vacant Land 5720 E. Rosedale Street Fort Worth, Texas 76116 This property was purchased for future development.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Zoning Highest and Best Use Utilities Flood Plain Land Size (SF) Land Size (Acres) Sale Price Sale Price Per SF Price Per Acre	1/27/2022 Jaime Saucedo Gurnam Dhaliwal D222024974 E Commercial All Available None 87,120 2.0000 $180,000 **$2.07** **$90,000**

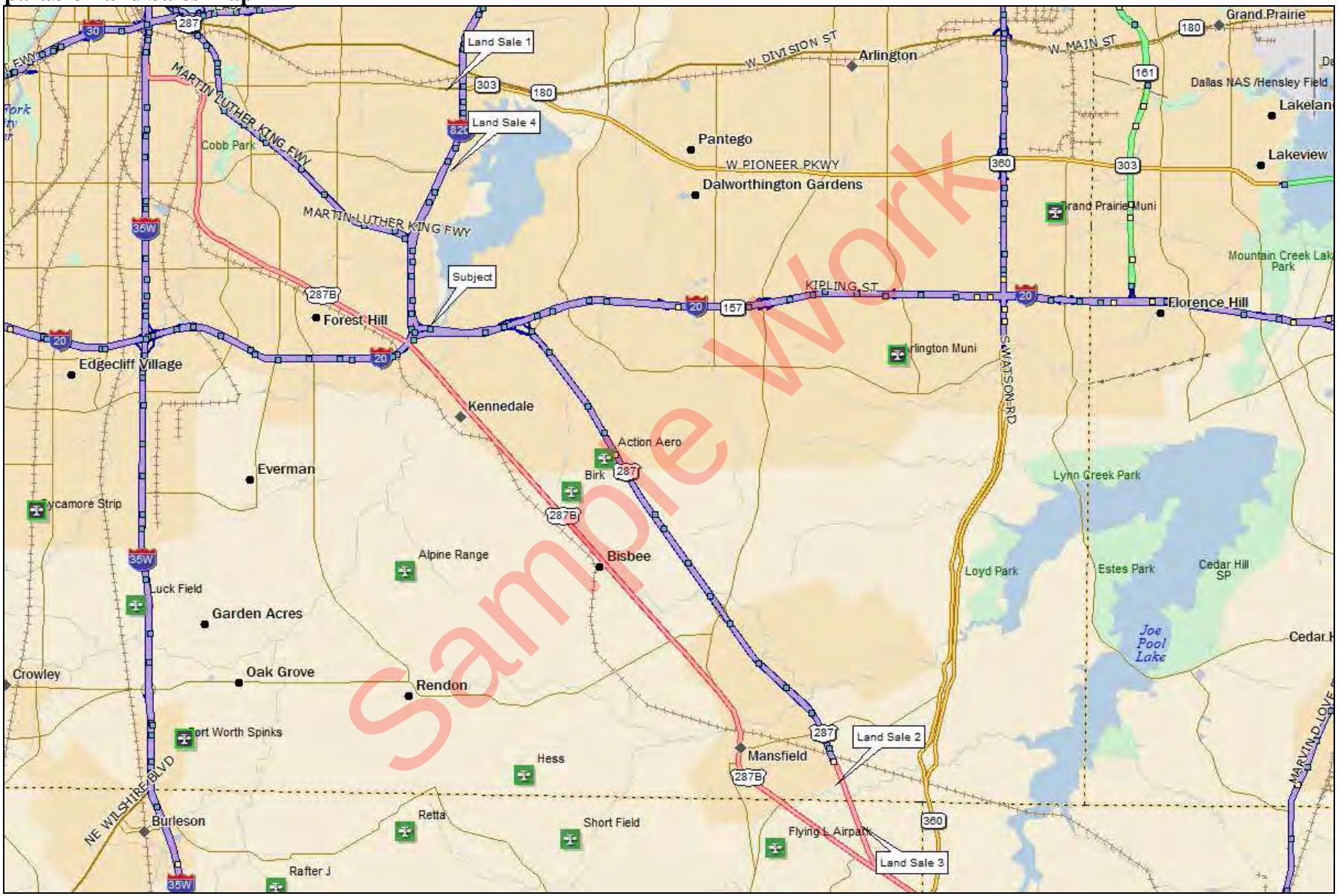
Aerial Map	Description	Land Sale 2	
	Vacant Land 600 S SH 287 Mansfield, Texas 76063 This property was purchased for future development. The property can be used for industrial or commercial use.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Zoning Highest and Best Use Utilities Flood Plain Land Size (SF) Land Size (Acres) Sale Price Sale Price Per SF Price Per Acre	8/8/2022 Herman Smith & Company Village Castle Investments, LP D222199028 I-1 Industrial All Available None 175,956 4.0394 $600,000 **$3.41** **$148,537**

Aerial Map	Description	Land Sale 3	
	Vacant Land 1407 S SH 287 Mansfield, Texas 76063 This property was purchased for future development. The property can be used for industrial or commercial use.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Zoning Highest and Best Use Utilities Flood Plain Land Size (SF) Land Size (Acres) Sale Price Sale Price Per SF Price Per Acre	9/15/2021 Ven-Ken, Inc. Jim Tally D2021-35163 PD Industrial All Available None 222,984 5.1190 $825,000 **$3.70** **$161,164**

Aerial Map	Description	Land Sale 4	
	Vacant Land 3401 E Loop 820 S Fort Worth, Texas 76119 This property was purchased for future development with trailer sales facility.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Zoning Highest and Best Use Utilities Flood Plain Land Size (SF) Land Size (Acres) Sale Price Sale Price Per SF Price Per Acre	12/7/2020 Estate of Betty F. Grims Beard's Trailer Sales, LLC D220325518 G-Intensive Commercial Commercial All Available 5% to 10% 415,997 9.5500 $900,000 **$2.16** **$94,241**

Sample Work

Comparable Land Sales Map



The sales comparison approach assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data that can be verified from authoritative sources. The sales comparison approach is less reliable in an inactive market, or when estimating the value of properties for which no real comparable sales data is available. It is also questionable when sales data cannot be verified with principals to the transaction.

VALUATION GRID	Representative Comparable Sales				
	Subject	**Comp No. 1**	**Comp No. 2**	**Comp No. 3**	**Comp No. 4**
Grantor	-	Jaime Sauced…	Herman Smith…	Ven-Ken, Inc…	Estate of Be…
Grantee	-	Gurnam Dhali…	Village Cast…	Jim Tally…	Beard's Trai…
Date of Sale	2/10/2023	1/27/2022	8/8/2022	9/15/2021	12/7/2020
Relative Location	5625 E IH 20	Fort Worth	Mansfield	Mansfield	Fort Worth
Size (Acres)	7.887	2.000	4.039	5.119	9.550
Size (Square Feet)	343,558	87,120	175,956	222,984	415,997
Sale Price	-	$180,000	$600,000	$825,000	$900,000
Unit Price	Per SF	**$2.07**	**$3.41**	**$3.70**	**$2.16**
Property Rights					
Financing					
Condition of Sale					
Date of Sale (Annual Adjustment)	6.0%	6%	3%	8%	13%
Adjusted Price	Per SF	$2.19	$3.51	$4.00	$2.44
Location	5625 E IH 20	15%	-5%	-15%	
Physical Characteristics	No				
Size	7.887				
Flood	20%	-10%	-10%	-10%	-5%
Shape	Irregular				
Utilities	All Availabe				
Zoning/H&B	Industrial/Commercial				
Total Adjustments		5%	-15%	-25%	-5%
Indicated Unit Value		**$2.30**	**$2.98**	**$3.00**	**$2.32**
Estimated Unit Value					**$2.75**

Estimated Value by Sales Comparison Approach..... $934,131

Sample Work

Explanation of Adjustments

My rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is inferior, its price is adjusted upward. The elements of comparison are:

Real Property Rights Conveyed -This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee. For this analysis, no adjustments are required.

Financing Terms - This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. For this analysis, no adjustments are required.

Conditions of Sale - This adjustment category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. No adjustment are required

Expenditures at Purchase - This adjustment is appropriate in situations where the sale price has been influenced by expenditures that the buyer intended to make immediately after purchase. Examples include buyer-paid sales commissions, buyer-paid back taxes, and costs to demolish obsolete structures to clear a site for redevelopment. No adjustments are required.

The previous adjustments, if required, are applied sequentially in the order discussed.

Time - Market Conditions - Real estate values normally change over time. The rate of this change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, that have occurred between the date of the sale and the effective date of the appraisal. All of the sales are reasonably current, occurring between December 2020 and August 2022. However, the Dallas/Fort Worth area as a whole has seen an increase in value and a 6% annual increase is utilized for the subject area, which is south of the Fort Worth area.

Time - Market Conditions adjustments are applied after the previous adjustments but before any of the following adjustments.

Location - Location has a great impact on property values. The subject is located on Interstate 20 frontage road. Land Sale 1 is located on Rosedale and this area has less visibility and exposure, thus a positive adjustment is applied. Sales 2 and 3 are located in Mansfield and negative adjustments are applied. Land Sale 4 is located on the east side of Loop 820 and is considered similar.

Corner – The subject is not a corner location. All Land Sales are not located on corner locations and will not require adjustments.

Physical Characteristics - This adjustment category generally reflects differences such as site size, configuration, availability of utilities, or topography.

- **Size** – The subject is **7.887** acres or **343,558** square feet. All Land Sales are considered similar in size and will not require adjustments based on the market.
- **Shape** – The subject is irregular in shape and all the sales are similar. Thus, no adjustments are applied.
- **Flood Hazard** – The property is located in 20% flood zone. Sales 1, 2 and 3 are considered superior and negative adjustments are applied. Land Sale 4 had 5 to 10% flood and a negative adjustment was applied.
- **Utilities** – The subject has access to all utilities. All Land Sales are considered similar and no adjustments are applied.

Zoning/H&B - This adjustment category generally addresses any differences between the highest and best use of the subject and the comparables. The subject is currently zoned for commercial use. In addition, the surrounding properties has a mixed use area including industrial and commercial, thus, the subject property is considered commercial use. All Land Sales are considered similar and no adjustments are needed.

Sample Work

Land Value Conclusion – Whole Property – Fee Area

Based on the preceding analysis and adjustments, the comparable sales provide a range of value indications from $2.23 to $2.96 Per SF with an average of $2.60 Per SF. With most weight applied to Sales 1, 2 and 3, it is my opinion that the applicable unit value is **$2.75** Per SF. This results in a concluded land value as follows:

Fee Area	335,810 SF	@	$2.75 / SF	$923,478

Easement Valuation Matrix

As noted, the whole property contains an sewer easement that is owned by the City of Fort worth. The following chart (Right of Way Magazine, "Easement Valuation", Sherwood, May 2006) outlines a very basic analysis of typical easement encumbrances. It can be used as a generic guide to in order to analyze the extent of ownership the fee owner loses as a result of the encumbrance brought about by an easement.

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric Flowage easements Railroad ROW Irrigation canals Access roads
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines Drainage easements Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines Cable line Telecommunications
26% - 49%	Location along a property line, location across non usable land area	Water or sewer line Cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights Water or sewer line
0% to 10%	Nominal effect on use and utility	Small subsurface easement

Sample Work

Based on the chart above, the existing sewer easement is encumbered 50% and the owner of the property and the City have balance use. The following shows the estimated value of the existing sewer easement.

Existing Sewer Easement	7,748 SF	@	$2.75 / SF	$10,653

Combined Value of Fee and Easement

The following shows the combined land areas.

Fee Area	335,810 SF	@	$2.75 / SF		$923,478
Existing Sewer Easement	7,748 SF	@	$2.75 / SF	50%	$10,653
Total Land	**343,558 SF**				**$934,131**

Cost Approach – Whole Property

The steps taken to apply the Cost Approach are:

- Develop an opinion of the value of the land as though vacant and available to be developed to its highest and best use, as of the effective date of the appraisal;
- Estimate the cost of replacing the existing improvements under current market conditions;
- Estimate accrued depreciation from all causes and deduct this estimate from replacement costs new to arrive at depreciated replacement costs of the improvements; and

Add land value to the depreciated cost of the improvements to arrive at a market value indication for the property overall.

ANALYSIS OF REPLACEMENT COST

Replacement cost is the current cost to construct improvements with equivalent utility to the subject, using modern materials and current standards, design, and layout. The following sections address the three components of the replacement cost estimate: direct and indirect costs, and entrepreneurial incentive.

Direct Costs

Direct costs are expenditures for labor, materials, equipment and contractor's overhead and profit. We use *Marshall Valuation Service (MVS)* and contractors as the basis of our direct cost estimate as follows:

UNIT REPLACEMENT COST ESTIMATE

Building Improvements	*MVS Sec./Page*	*Quality*	*Unit Base Cost*	*Refined Base Cost*	*Current Multiplier*	*Local Multiplier*	*Other Multipliers*	*Adjusted Base Cost*
Main Building	13/26	Good	$173.00	$173.00	1.06	0.93	1.00	$170.54
Office/Shop	14/14	Good	$75.00	$75.00	1.07	0.93	1.00	$74.63
Accessory Improvements								
Main Building Canopy	Contractor		$40.00	$40.00	1.00	1.00	1.00	$40.00
Office/Shop Canopy	Contractor		$40.00	$40.00	1.00	1.00	1.00	$40.00
Shed 1	Contractor		$45.00	$45.00	1.00	1.00	1.00	$45.00
Shed 2	Contractor		$45.00	$45.00	1.00	1.00	1.00	$45.00
Shed 3	Contractor		$45.00	$45.00	1.00	1.00	1.00	$45.00
Solar Lean-to	Contractor		$50,000.00	$50,000.00	1.00	1.00	1.00	$50,000
Site Improvements								
Landscaping	66/8		$5.00	$5.00	1.07	0.93	1.00	$4.98
Concrete Paving	Contractor		$5.50	$5.50	1.00	1.00	1.00	$5.50
Gravel Paving	Contractor		$2.00	$2.00	1.00	1.00	1.00	$2.00
Chain Link Fence w/gates	Contractor		$40.00	$40.00	1.00	1.00	1.00	$40.00
Pipe Fence w/gates	Contractor		$80.00	$80.00	1.00	1.00	1.00	$80.00
Wrought Iron w/gates	Contractor		$108.00	$108.00	1.00	1.00	1.00	$108.00
Wood Fence	Contractor		$30.00	$30.00	1.00	1.00	1.00	$30.00
Canvas Canopies	Contractor		$4,300.00	$4,300.00	1.00	1.00	1.00	$4,300
Signs	Contractor		$8,000.00	$8,000.00	1.00	1.00	1.00	$8,000
Pond	Contractor		$7,500.00	$7,500.00	1.00	1.00	1.00	$7,500
Light Standards	66/5		$2,500.00	$2,500.00	1.07	0.93	1.00	$2,488
Carport	Contractor		$4,500.00	$4,500.00	1.00	1.00	1.00	$4,500
Parking Stops	Contractor		$75.00	$75.00	1.00	1.00	1.00	$75.00

Source: Marshall Valuation Service (MVS) & prior construction estimates

The *MVS* includes certain indirect costs such as architectural and engineering fees, and interest on building loan funds during construction.

Sample Work

Indirect Costs

MVS does not include all of the indirect costs that are appropriate in a replacement cost estimate. Therefore, we add an allowance for the following indirect costs that are not contained within *MVS*: taxes and carrying costs on land during construction; legal and accounting fees; and marketing and finance costs prior to stabilization. We estimate that a 10% allowance for additional indirect costs is appropriate.

Entrepreneurial Incentive

The final component of the replacement cost estimate is entrepreneurial incentive, the profit that a developer would expect to receive in addition to recovering all direct and indirect costs. This is the economic reward that would be necessary to motivate a developer to undertake the project. It is our estimate that an allowance of 15% of total direct and indirect costs is appropriate.

Replacement Cost New

The following table details our replacement cost estimates for the site improvements.

REPLACEMENT COST ESTIMATE

Building Improvements	*Adjusted Base Cost*	*Indirect Cost*	*Base Plus Indirect*	*Profit Incentive*	*Replacement Unit Cost*	*Reconciled Unit Cost*	*Quantity*	*Unit*	*Estimated Cost New*
Main Building	$170.54	10%	$187.60	15%	$215.74	$216.00	8,400	SF	$1,814,400
Office/Shop	$74.63	10%	$82.10	15%	$94.42	$94.00	2,400	SF	$225,600
Accessory Improvements									
Main Building Canopy	$40.00	10%	$44.00	15%	$50.60	$51.00	825	SF	$42,075
Office/Shop Canopy	$40.00	10%	$44.00	15%	$50.60	$51.00	252	SF	$12,852
Shed 1	$45.00	10%	$49.50	15%	$56.93	$57.00	240	SF	$13,680
Shed 2	$45.00	10%	$49.50	15%	$56.93	$57.00	96	SF	$5,472
Shed 3	$45.00	10%	$49.50	15%	$56.93	$57.00	800	SF	$45,600
Solar Lean-to	$50,000	10%	$55,000	15%	$63,250	$63,250.00	2	EA	$126,500
Site Improvements									
Landscaping	$4.98	10%	$5.47	15%	$6.29	$6.00	4,260	SF	$25,560
Concrete Paving	$5.50	10%	$6.05	15%	$6.96	$7.00	35,050	SF	$245,350
Gravel Paving	$2.00	10%	$2.20	15%	$2.53	$3.00	205,000	SF	$615,000
Chain Link Fence w/gates	$40.00	10%	$44.00	15%	$50.60	$51.00	1,740	LF	$88,740
Pipe Fence w/gates	$80.00	10%	$88.00	15%	$101.20	$101.00	44	LF	$4,444
Wrought Iron w/gates	$108.00	10%	$118.80	15%	$136.62	$137.00	280	LF	$38,360
Wood Fence	$30.00	10%	$33.00	15%	$37.95	$38.00	900	LF	$34,200
Canvas Canopies	$4,300	10%	$4,730	15%	$5,440	$5,440.00	2	EA	$10,880
Signs	$8,000	10%	$8,800	15%	$10,120	$10,120.00	2	EA	$20,240
Pond	$7,500	10%	$8,250	15%	$9,488	$9,488.00	1	EA	$9,488
Light Standards	$2,488	10%	$2,737	15%	$3,147	$3,147.00	1	EA	$3,147
Carport	$4,500	10%	$4,950	15%	$5,693	$5,693.00	1	EA	$5,693
Parking Stops	$75.00	10%	$82.50	15%	$94.88	$95.00	10	EA	$950
Total Replacement Cost Ne									**$3,388,231**

Sample Work

ESTIMATE OF ACCRUED DEPRECIATION

Accrued depreciation is the difference between the replacement cost new of the improvements and their contribution to overall property value on the effective date of the appraisal. Depreciation for the site improvements is estimated separately, based on their shorter economic lives. Our estimate of accrued depreciation and calculation of depreciated replacement cost are shown in the following table.

DEPRECIATION CALCULATIONS

Building Improvements	*Estimated Cost New*	*Depreciation Percent*	*Depreciation in Dollars*	*Depreciated Cost*	*Depreciated Unit Cost*	*Unit*
Main Building	$1,814,400	26%	$471,744	$1,342,656	$159.84	SF
Office/Shop	$225,600	26%	$58,656	$166,944	$69.56	SF
Accessory Improvements						
Main Building Canopy	$42,075	26%	$10,940	$31,135	$37.74	SF
Office/Shop Canopy	$12,852	26%	$3,342	$9,510	$37.74	SF
Shed 1	$13,680	26%	$3,557	$10,123	$42.18	SF
Shed 2	$5,472	26%	$1,423	$4,049	$42.18	SF
Shed 3	$45,600	26%	$11,856	$33,744	$42.18	SF
Solar Lean-to	$126,500	26%	$32,890	$93,610	$46,805	EA
Site Improvements						
Landscaping	$25,560	26%	$6,646	$18,914	$4.44	SF
Concrete Paving	$245,350	26%	$63,791	$181,559	$5.18	SF
Gravel Paving	$615,000	26%	$159,900	$455,100	$2.22	SF
Chain Link Fence w/gates	$88,740	26%	$23,073	$65,667	$37.74	LF
Pipe Fence w/gates	$4,444	26%	$1,156	$3,288	$74.73	LF
Wrought Iron w/gates	$38,360	26%	$9,974	$28,386	$101.38	LF
Wood Fence	$34,200	26%	$8,892	$25,308	$28.12	LF
Canvas Canopies	$10,880	26%	$2,829	$8,051	$4,026	EA
Signs	$20,240	26%	$5,263	$14,977	$7,489	EA
Pond	$9,488	26%	$2,467	$7,021	$7,021	EA
Light Standards	$3,147	26%	$819	$2,328	$2,328	EA
Carport	$5,693	26%	$1,481	$4,212	$4,212	EA
Parking Stops	$950	26%	$247	$703	$70.30	EA
Total	**$3,388,231**	**26%**	**$880,946**	**$2,507,285**		

VALUE INDICATION BY COST APPROACH – WHOLE PROPERTY

By combining our land value conclusion with the depreciated replacement cost of the improvements, we arrive at a value indication by the cost approach as shown in the table below.

Depreciated Replacement Cost of Improvements	**$2,507,285**
Land Value	**$934,131**
Estimated Value by Cost Approach	**$3,441,416**

Sample Work

Sales Comparison Approach – Improved Whole Property

Photo	Description	Improved Sale 1	
	Industrial 4901 Carey Street Fort Worth, Texas 76119 Land to Building Ratio: 13.55 to 1. Property was sold by Herc Rentals and was leased back. Rent is $26.93 per square foot.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Land Size (SF) Land Size (Acres) Gross Building Area Year Built Occupancy Type Condition Sale Price Unit Price	7/15/2020 Mohr Herc Fort Worth, LLC Fisch Grandchildren's Trust D220171537 261,708 6.0080 19,320 2018 Single tenant Good $7,265,000 **$376.04 Per Square Foot**

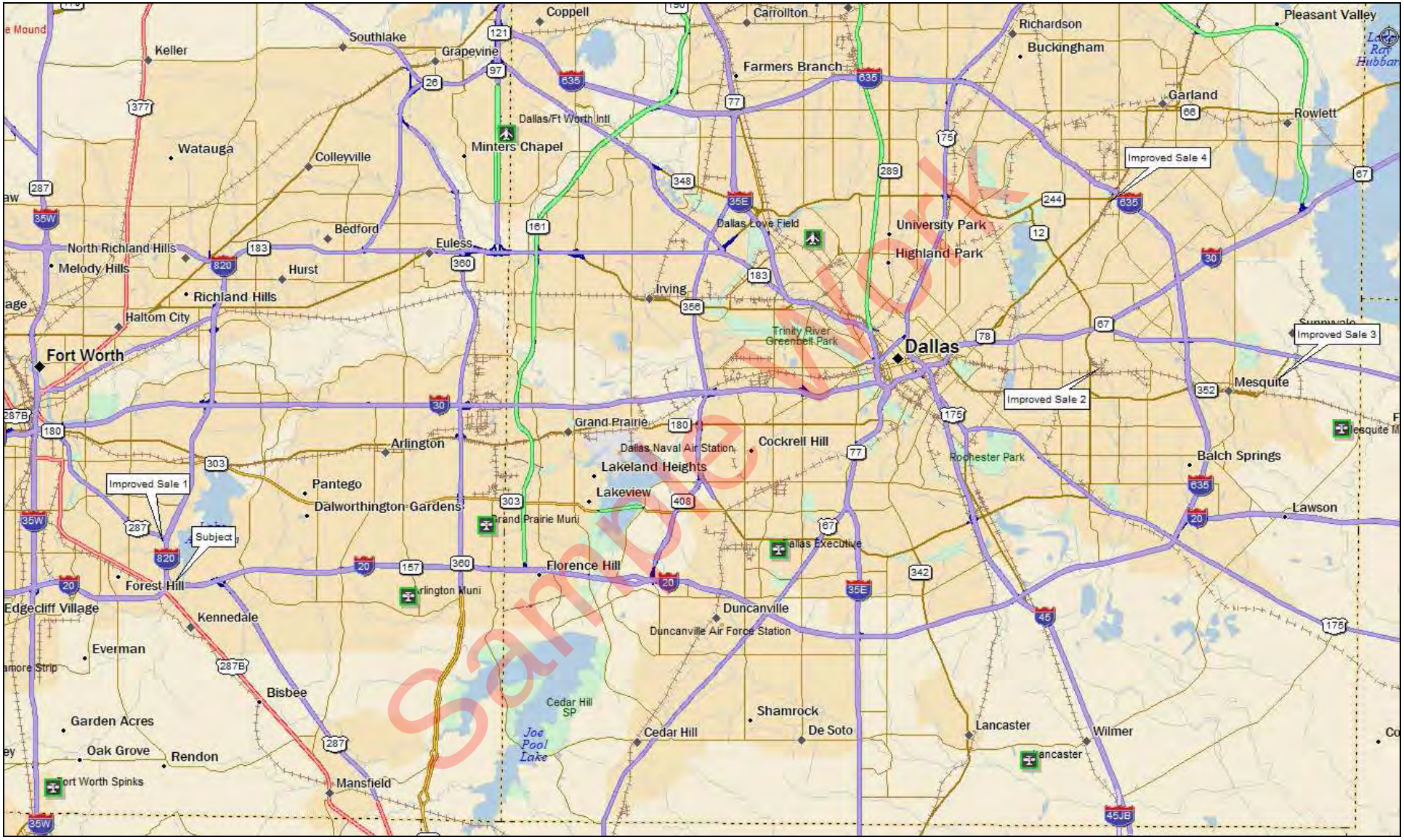
Photo	Description	Improved Sale 2	
	Office/Warehouse 8325 Forney Road Dallas, Texas 75227 LTB ratio: 13.77 to 1 The building is approximately 30% office and 70% warehouse.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Land Size (SF) Land Size (Acres) Gross Building Area Year Built Occupancy Type Condition Sale Price Unit Price	8/30/2022 WDO Properties, LLC IBJK LLC D202200235761 110,135 2.5284 8,000 1981 Single Tenant Good $1,624,625 **$203.08 Per Square Foot**

Photo	Description	Improved Sale 3	
	Office/Warehouse 353 Long Creek Road Sunnyvale, Texas 75182 LTB ratio: 9.04 to 1 The building is approximately 27.5 office and 72.5% warehouse.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Land Size (SF) Land Size (Acres) Gross Building Area Year Built Occupancy Type Condition Sale Price Unit Price	5/16/2022 Douglas A Beaty PC5 Properties LLC D202200139075 216,929 4.9800 24,000 2002 Single Tenant Good $5,300,000 **$220.83 Per Square Foot**

Photo	Description	Improved Sale 4	
	Office/Warehouse 12111 Garland Road Dallas, Texas 75218 LTB ratio: 7.35 to 1 The building is approximately 20% office and 80% warehouse.	Sale (Deed) Date Grantor (Seller) Grantee (Buyer) Recording DOC Land Size (SF) Land Size (Acres) Gross Building Area Year Built Occupancy Type Condition Sale Price Unit Price	5/6/2021 SDALLAS TX Realty LP SK 12111 Garland, LLC D202100147398 122,075 2.8025 16,618 1970 Single Tenant Good $3,609,491 **$217.20 Per Square Foot**

Sample Work

Comparable Improved Sales Map



Sales Comparison Approach "As Improved"- Adjustments

VALUATION GRID		Representative Comparable Sales			
	Subject	**Comp No. 1**	**Comp No. 2**	**Comp No. 3**	**Comp No. 4**
Grantor	-	Mohr Herc Fo…	WDO Properti…	Douglas A Be…	SDALLAS TX R…
Grantee	-	Fisch Grandc…	IBJK LLC…	PC5 Properti…	SK 12111 Gar…
Date of Sale	2/10/2023	7/15/2020	8/30/2022	5/16/2022	5/6/2021
Relative Location	5625 E IH 20	Fort Worth	Dallas	Sunnyvale	Dallas
Land Size (Acres)	7.887	6.008	2.528	4.980	2.802
Land Size (Square Feet)	343,558	261,708	110,135	216,929	122,075
Improvement Size (SF)	10,800	19,320	8,000	24,000	16,618
Sale Price	-	$7,265,000	$1,624,625	$5,300,000	$3,609,491
Unit Price	Per SF	**$376.04**	**$203.08**	**$220.83**	**$217.20**
Property Rights					
Financing					
Condition of Sale					
Date of Sale (Annual Adjustment)	6.0%	15%	3%	4%	11%
Adjusted Price	Per SF	$432.45	$209.17	$229.66	$241.09
Location	IH 20		10%	10%	5%
Age Condition Utility	1987-2005	-20%	5%		10%
Size				5%	
Land to Building Ratio	31.81 to 1	5%	5%	10%	15%
Total Adjustments		-15%	20%	25%	30%
Indicated Unit Value		**$367.58**	**$251.00**	**$287.08**	**$313.42**
Estimated Unit Value					**$320.00**

Sample Work

Explanation of Adjustments

The sales comparison approach assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data that can be verified from authoritative sources. The sales comparison approach is less reliable in an inactive market, or when estimating the value of properties for which no real comparable sales data is available. It is also questionable when sales data cannot be verified with principals to the transaction.

Analysis and Adjustment of Sales

Our rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is inferior, its price is adjusted upward. The elements of comparison are:

Real Property Rights Conveyed -This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee. For this analysis, no adjustments are required.

Financing Terms - This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. For this analysis, no adjustments are required.

Conditions of Sale - This adjustment category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. For this analysis, no adjustments are required.

Expenditures at Purchase - This adjustment is appropriate in situations where the sale price has been influenced by expenditures that the buyer intended to make immediately after purchase. Examples include buyer-paid sales commissions, buyer-paid back taxes, and costs to demolish obsolete structures to clear a site for redevelopment. For this analysis, no adjustments are required.

The previous adjustments, if required, are applied sequentially in the order discussed.

Time - Market Conditions - Real estate values normally change over time. The rate of this change fluctuates due to market's perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, that have occurred between the date of the sale and the effective date of the appraisal. Overall market conditions have been improving in DFW market area. Although values have risen more dramatically in some areas than others, a 6% annual adjustment has been applied. The adjustments are made according to sale date.

Time - Market Conditions adjustments are applied after the previous adjustments but before any of the following adjustments.

Location - Location has an impact on property values. This adjustment category considers general market area influences as well as a property's accessibility and visibility from a main thoroughfare. Sales 2, 3 and 4 are in inferior in locations and positive adjustments are applied. Sale 1 is similar and no adjustments are applied.

Physical Characteristics

Age/Condition - This adjustment category considers the differences in age/condition/utility of the subject and the comparables. The subject's improvements were constructed in 1987 and 2005. Sales 1 is newer than the subject and negative adjustment is applied. Sales 2 and 4 are older than the subject and positive adjustments are applied. Sale 3 is considered similar overall.

Building Size – This adjustment takes into consideration differences in size of the subject and the comparables. Sale 1, 2 and 4 are considered similar an no adjustments are applied. Sale 3 is larger than the subject and a positive adjustment is applied.

Land to Building Ratio – This category takes into account the land to building area ratio of each property. The subject property has a land to building area ratio of approximately 31.81 to 1. All of the sales have lower land to building ratios and positive adjustments are applied.

Value Conclusion – Improved Whole Property

Based on the preceding analysis and adjustments, the comparable sales provide a range of value indications from $251.00 to $367.58 Per SF, with an average of $304.77 Per SF. With roughly most weight applied to Sales 1, 3 and 4, it is our opinion that the applicable unit value is **$320.00** Per SF. This results in a concluded property value as follows:

Unit Price (Per SF)	**$320.00**
Improvement Area (SF)	**10,800**
Concluded Value	**$3,456,000**

Sample Work

Income Approach – Whole Property

Photo	Description	Rent Comparable 1	
	HERC Rentals 4901 Carey Street Fort Worth, Texas 76119 Land to Building Ratio: 13.55 to 1. Property was sold by Herc Rentals and was leased back. Rent is $26.93 per square foot.	Rent Commencement Date Lessor Lessee Land Size (SF) Land Size (Acres) GBA Year Built Occupancy Type Condition Rental Data	7/17/2020 Grandchildrens Fisch Trust HERC Rentals 261,708 6.0080 19,320 2018 Single tenant Good $26.93 Per Square Foot, Triple Net. 5 year. Sold at 6.10% cap rate.

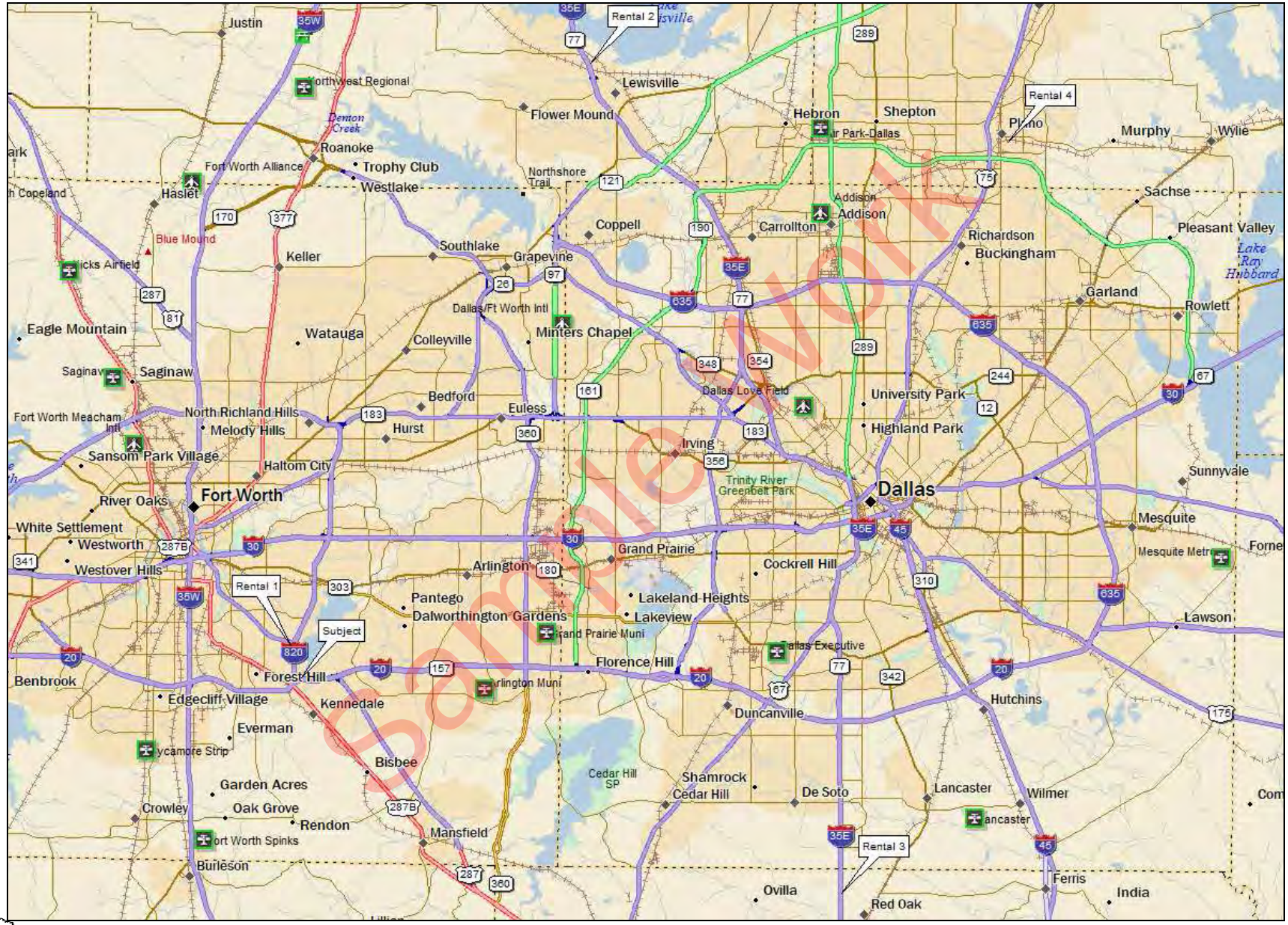
Photo	Description	Rent Comparable 2	
	Industrial 725 Jones Street Lewisville, Texas 75057 Land to Building Ratio: 19.11 to 1. The seller signed a five year lease agreement with an annual rent rate of $24.00 per square foot of buildign area on a triple net.	Rent Commencement Date Lessor Lessee Land Size (SF) Land Size (Acres) GBA Year Built Occupancy Type Condition Rental Data	5/15/2019 Stone Dome Real Estate DynaGrid Construction 206,518 4.7410 10,806 2006-2016 Single tenant Good $24.00 Per Square Foot, Triple Net. 5 Year. Sold at 9.34% cap rate.

Photo	Description	Rent Comparable 3	
	Office/Warehouse 202 S Ryan Drive Red Oak, Texas 75154 The property is a auto repair facitily and the land to building ratio is 9.8 to 1. Property has approximately 20% office and 80% warehouse/repair.	Rent Commencement Date Lessor Lessee Land Size (SF) Land Size (Acres) GBA Year Built Occupancy Type Condition Rental Data	5/7/2021 Caliber Collision Red Oak Buyer LLC 124,582 2.8600 12,700 2021 Single Tenant Excellent $20.44 Per Square Foot, Triple Net.

Photo	Description	Rent Comparable 4	
	Office/Warehouse 1403 Precision Drive Plano, Texas 75074 The building is approximately 27% office and 73% warehouse and the land to building ratio is 15.96 to 1. The total building area is comprised of two buildings.	Rent Commencement Date Lessor Lessee Land Size (SF) Land Size (Acres) GBA Year Built Occupancy Type Condition Rental Data	12/31/2020 Sunstate Equipment 1403 Precious, LP 125,771 2.8873 7,880 1999 Single Tenant Good $18.62 Per Square Foot, Triple Net.

Sample Work

Comparable Rentals Map



Income Approach

The income capitalization approach reflects the market's perception of a relationship between a property's potential income and its market value, a relationship expressed as a capitalization rate. This approach converts the anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value indication through capitalization. This approach is widely applied when appraising income-producing properties.

Economic Profile of Property

The property is currently 100% occupied by The Tree Place.

Market Rental Estimate

In the valuation of a fee simple estate, market rent is the basis for estimating income for current and future vacant space. To estimate market rent, we analyze the subsequent comparable rentals that are summarized in the following table:

No.	Address	City	Rent/SF/YR	Lease Structure
1	4901 Carey Street	Fort Worth	$26.93	NNN
2	725 Jones Street	Lewisville	$24.00	NNN
3	2028 Rayn Drive	Red Oak	$20.44	NNN
4	1403 Precision Drive	Plano	$18.62	NNN

The rental comparison array presented below illustrates how the subject compares to the selected comparable properties summarized above. In analyzing the rental data, we have selected the rent per square foot as the operative unit of comparison.

Rent	Ranking Analysis	Rent/SF
1	Superior	$26.93
2	Superior	$24.00
	Subject	
3	Inferior	$20.44
4	Inferior	$18.62

Overall, these comparable rentals should accurately reflect the subject's market potential. Overall and based on the market rents, the market rent for the subject is estimated at $22.00 per square foot on a triple net basis.

Market Rental Rate Conclusion

All four leases were analyzed. Based on the information presented above, it is my opinion that a market rental rate of $20.00 per square foot is appropriate. The following chart shows the potential income based on the per month rate:

Rental Rate Conclusion	RBA (SF)	Rental Rate	Annual Rental
Main Building	8,400	$22.00	$184,800
Office/Shop	2,400	$22.00	$52,800
Total	**10,800**	**$22.00**	**$237,600**

Typical lease terms for the market are on a triple net for this type of property. Based on conversations with brokers, the triple net appears to be absolute basis. I have chosen to analyze the subject on such a basis. Expense responsibilities are apportioned as follows to the right:

Expense Structure		
Expense	**Owner**	**Tenant**
Real Estate Taxes		X
Insurance		X
Maintenance		X
Management Fees		X
Replacement Reserves		X

Sample Work

Vacancy and Collection Loss

This category consists of the rent loss caused by physical vacancy and credit loss projected for the subject. For the subject, we estimate stabilized vacancy and collection loss at 5.0% based on the market trends of this area. Deducting vacancy and collection loss from potential gross income, we arrive at effective gross income.

Estimate of Stabilized Income and Expenses

In estimating the fee simple estate, it is assumed that the property is stabilized. Under current market conditions, we use the first forecast year to develop a stabilized income and expense statement. The first forecast year is the 12-month period following the effective date of the appraisal. Next is a summary of market data and the expense projections.

Expense Category	Subject Projections		
	Per Rentable SF	In Dollars	% of EGI
Subject	***10,800***		
Real Estate Taxes	$2.08	$22,505	8.64%
Insurance	$0.30	$3,240	1.24%
Maintenance	$1.00	$10,800	4.15%
Management Fees	$0.72	$7,813	3.00%
Replacement Reserves	$0.72	$7,813	3.00%
Total Operating Expenses	**$4.82**	**$52,171**	**20.03%**

Net Operating Income (NOI)

Total operating expenses are estimated to be **$4.82** Per SF, or **$52,171** annually. The stabilized net operating income for the subject, calculated by deducting the projected operating expenses from the adjusted effective gross income, is **$208,267**.

Potential Gross Income		$237,600	
Reimbursement Income		$36,545	
Potential Gross Income		$274,145	
Vacancy	5.0%	-$13,707	
Effective Gross Income	.....		$260,438
Expenses:			
Fixed	Taxes.....	$22,505	
	Insurance.....	$3,240	
	Maintenance.....	$10,800	
Variable	Management.....	$7,813	
Other	Reserves.....	$7,813	
Total Expenses	.....		-$52,171
Net Operating Income	.....		**$208,267**

Sample Work

Capitalization Rate Analysis

Extraction of capitalization rates from comparable sales have been analyzed on recent building sales in and around the subject area. Sale 1 of this report is the most current sale and indicates a capitalization rate of 6.1%, however the improvements are newer. Based on the most current sales and file information, a capitalization rate of 6.0% is appropriate for the subject.

Direct Capitalization

We estimate a capitalization rate of **6.00%** based on rates extracted from comparable sales and supported by investor surveys and the band of investment method. By applying the capitalization rate to the stabilized net operating income of **$208,267**, we arrive at the following value indication:

Net Operating Income	**$208,267**
Capitalization Rate	**6.00%**
Value Indication	**$3,471,117**

Sample Work

CONCLUSION OF VALUE – WHOLE PROPERTY

Reconciliation involves the analysis of alternative value indications to determine a final value conclusion. The appraisal of real estate typically employs three traditional valuation methods: the Sales Comparison Approach, the Cost Approach, and the Income Approach. The value indicated by the approaches to value are follows:

Cost Approach	**$3,441,416**
Sales Comparison Approach	**$3,456,000**
Income Capitalization Approach	**$3,471,117**

CONCLUSION OF VALUE

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed herein, it is our opinion that the market value as of 2/10/2023, is **$3,450,000**.

Because the subject has a proposed partial acquisition, the value of the various building, site improvements and land components must be allocated. The various components were segmented in the cost approach and based on the reconciled value, the following breakdown of the subject follows.

Contributory Value of Improvements - Whole Property (Itemized)					
Main Building	8,400 SF	@	$160.86 / SF		$1,351,240
Office/Shop	2,400 SF	@	$69.56 / SF		$166,944
Main Building Canopy	825 SF	@	$37.74 / SF		$31,135
Office/Shop Canopy	252 SF	@	$37.74 / SF		$9,510
Shed 1	240 SF	@	$42.18 / SF		$10,123
Shed 2	96 SF	@	$42.18 / SF		$4,049
Shed 3	800 SF	@	$42.18 / SF		$33,744
Solar Lean-to	2 EA	@	$46,805 / EA		$93,610
Landscaping	4,260 SF	@	$4.44 / SF		$18,914
Concrete Paving	35,050 SF	@	$5.18 / SF		$181,559
Gravel Paving	205,000 SF	@	$2.22 / SF		$455,100
Chain Link Fence w/gates	1,740 LF	@	$37.74 / LF		$65,667
Pipe Fence w/gates	44 LF	@	$74.73 / LF		$3,288
Wrought Iron w/gates	280 LF	@	$101.38 / LF		$28,386
Wood Fence	900 LF	@	$28.12 / LF		$25,308
Canvas Canopies	2 EA	@	$4,026 / EA		$8,051
Signs	2 EA	@	$7,489 / EA		$14,977
Pond	1 EA	@	$7,021 / EA		$7,021
Light Standards	1 EA	@	$2,328 / EA		$2,328
Carport	1 EA	@	$4,212 / EA		$4,212
Parking Stops	10 EA	@	$70.30 / EA		$703
Total Contributory Value of Improvements					**$2,515,869**
Fee Area	335,810 SF	@	$2.75 / SF		$923,478
Existing Sewer Easement	7,748 SF	@	$2.75 / SF	50%	$10,653
Reconciled Final Value					**$3,450,000**

The unit prices above are estimated by taking the value of an item and dividing by the quantity. The unit price shown above is not a precise number and is rounded to the nearest dollar/cents amount.

EXPOSURE TIME AND PROBABLE BUYER

The above expressed opinion of value is based upon an estimated exposure time (i.e., the length of time the subject property would have been exposed for sale in the market at the market value concluded in this analysis as of the date of this valuation) of about 18 months. Many similar real estate assets similar to the subject are owned by national corporate entities and local entities, suggesting that the most probable buyer of the whole property under typical market parameters would be the same.

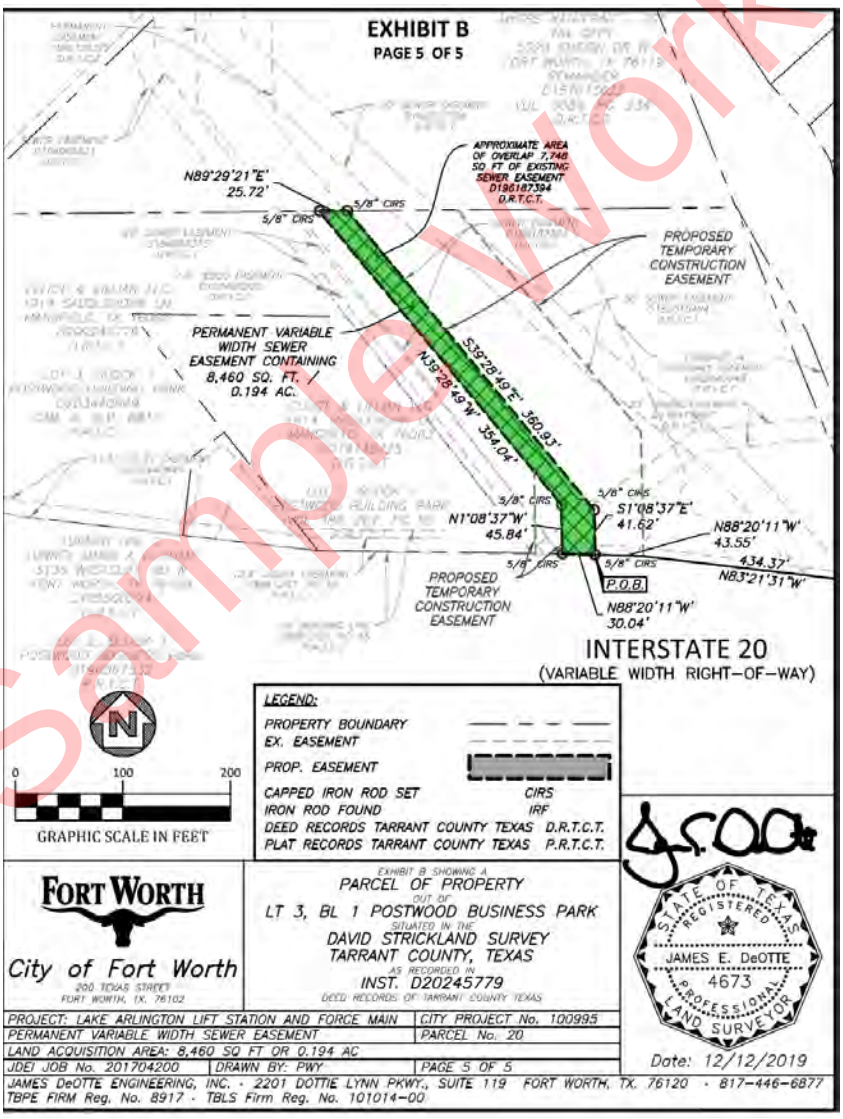
Sample Work

Part To Be Acquired Analysis

The **part to be acquired** may be valued in two different manners in Texas. If the part to be acquired can be considered an individual economic entity, then it is valued as a separate parcel. Thus, this may require that all three approaches to value and possibly, a whole new set of market data be considered, which would be more comparable to the part taken, than just the reuse of the market data utilized in the whole property valuation. On the other hand, if the part taken cannot be considered an individual economic entity, then its value contribution to the entire parcel is used. In this case, the value of the part to be acquired would not be independent and the part to be acquired represents the prorated value from the whole property.

Property Description – Part to Be Acquired

The City of Fort Worth has proposed to acquire approximately Parcel 20 which contains 8,460 square feet or 0.194 acres in a permanent sanitary sewer easement, however, the City of Fort Worth already owns 7,748 square feet or 0.178 acres. This results in the City of Fort Worth needing only 712 square feet or 0.016 acres in additional permanent sanitary sewer easement. A map of the proposed fee acquisition area is shown below. The complete survey map and legal description of the part to be acquired are presented in the addenda of this report.



Sample Work

The above illustration shows the entire 8,460 square feet in green. The area with hash marks represents the 7,748 square feet.

Highest And Best Use – Part to Be Acquired

While smaller than the whole site, there is no market evidence that would suggest a unit value of a parcel smaller than the whole subject could command a higher unit value than its contribution to the whole. It is the appraisers' opinion that the comparable land sales used to estimate the market value for the subject property whole land would be applicable to the part to be acquired. Therefore, its highest and best use is to serve as part of the whole site.

Easement Valuation Matrix

As noted, the parts to be acquired are easement areas. The following chart (Right of Way Magazine, "Easement Valuation", Sherwood, May 2006) outlines a very basic analysis of typical easement encumbrances. It can be used as a generic guide to in order to analyze the extent of ownership the fee owner loses as a result of the encumbrance brought about by an easement.

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric Flowage easements Railroad ROW Irrigation canals Access roads
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines Drainage easements Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines Cable line Telecommunications
26% - 49%	Location along a property line, location across non usable land area	Water or sewer line Cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights Water or sewer line
0% to 10%	Nominal effect on use and utility	Small subsurface easement

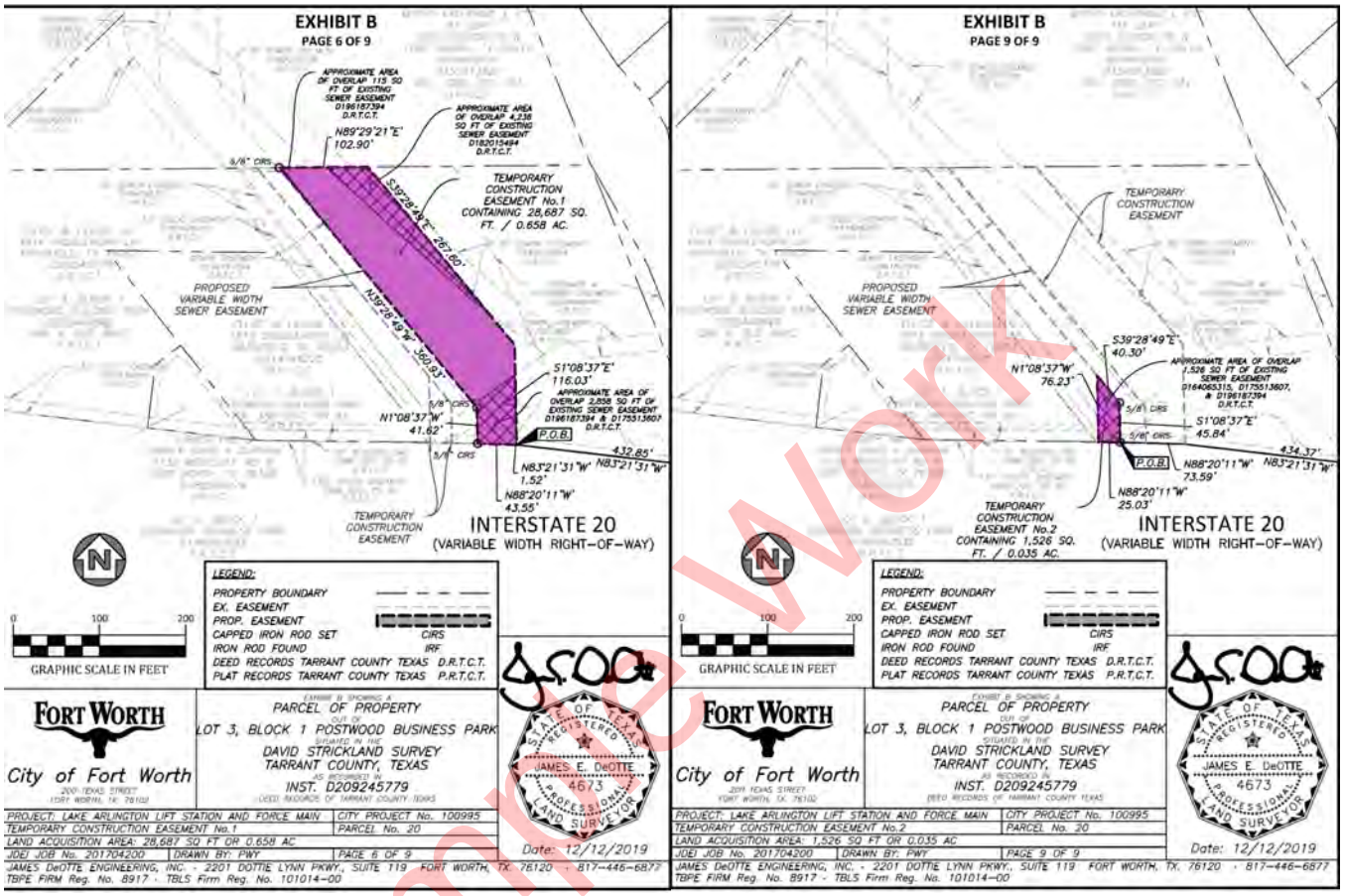
Sample Work

The City of Fort Worth has proposed to acquire approximately Parcel 20 which contains 8,460 square feet or 0.194 acres in a permanent sanitary sewer easement, however, the City of Fort Worth already owns 7,748 square feet or 0.178 acres. This results in the City of Fort Worth needing only 712 square feet or 0.016 acres in additional permanent sanitary sewer easement. The acquisition is a permanent sanitary sewer easement. Based on the chart above, the acquisition of the sewer easement encumbers 50% of the rights and the easement will be going along existing easements. The following shows the estimated value of the permanent sewer easement.

Parcel 20 in Fee	712 SF	@	$2.75 / SF	@	50%	$979

TEMPORARY EASEMENTS

The City of Fort Worth has proposed to acquire two temporary construction easements. Parcel 20 – Temporary Construction Easement 1 consist of 28,687 square feet, or 0.659 acres and Parcel 20 – Temporary Construction Easement 2 consist of 1,526 square feet, or 0.035 acres. A map of the proposed temporary acquisition area are shown below. The complete survey map and legal description of the temporary easements are presented in the addenda of this report.



The City of Fort Worth has proposed a temporary construction easement for 2 years or 24 months. The use of this easement is understood to be temporary and to facilitate construction of the permanent sanitary sewer easement. The temporary easement is considered as a type of ground lease whose underlying fee interest is retained by the property owner. My research into ground leases for similar retail properties in the market area indicates that such rents are typically negotiated based on a percentage of the underlying value of the fee simple interest in the land. My research into land lease rates indicates that an appropriate annual rate for the short term use of the subject's land is 10%. The following shows the estimated value of the temporary construction easement:

Temporary Easement Area	Temporary Esmt Area		Unit Value	Temp Esmt Land Value	Rental Rate	Annual Payment	Years	Present Value
Parcel 20 - TCE - 1	28,687	SF @	$2.75 / SF	$78,889 @	10.00%	$7,889	2.00	$15,778
Parcel 20 - TCE - 2	1,526	SF @	$2.75 / SF	$4,197 @	10.00%	$420	2.00	$840
Total	**30,213**					**$8,309**		**$16,618**

The total estimated compensation due to the property owner related to the temporary easement is $16,618.

Sample Work

Remainder Before Analysis

The value of the **remainder before** the taking is found by subtracting the value of the part to be acquired from the value of the whole property. The remaining property before the taking is sometimes referred to as the "residue."

The total value of the part to be acquired equals **$979**. The value of the whole property was estimated at **$3,450,000**, indicating a residual value or Remainder Before value of **$3,449,021**.

Whole Property Value	**$3,450,000**
Less: Part To Be Acquired	**$979**
Equals: Remainder Before Value	**$3,449,021**

The following chart provides a breakdown of the remainder before components:

Contributory Value of Improvements - Remainder Before (Itemized)						
Main Building	8,400	SF	@	$160.86 / SF		$1,351,240
Office/Shop	2,400	SF	@	$69.56 / SF		$166,944
Main Building Canopy	825	SF	@	$37.74 / SF		$31,135
Office/Shop Canopy	252	SF	@	$37.74 / SF		$9,510
Shed 1	240	SF	@	$42.18 / SF		$10,123
Shed 2	96	SF	@	$42.18 / SF		$4,049
Shed 3	800	SF	@	$42.18 / SF		$33,744
Solar Lean-to	2	EA	@	$46,805 / EA		$93,610
Landscaping	4,260	SF	@	$4.44 / SF		$18,914
Concrete Paving	35,050	SF	@	$5.18 / SF		$181,559
Gravel Paving	205,000	SF	@	$2.22 / SF		$455,100
Chain Link Fence w/gates	1,740	LF	@	$37.74 / LF		$65,667
Pipe Fence w/gates	44	LF	@	$75 / LF		$3,288
Wrought Iron w/gates	280	LF	@	$101.38 / LF		$28,386
Wood Fence	900	LF	@	$28.12 / LF		$25,308
Canvas Canopies	2	EA	@	$4,025.50 / EA		$8,051
Signs	2	EA	@	$7,488.50 / EA		$14,977
Pond	1	EA	@	$7,021.00 / EA		$7,021
Light Standards	1	EA	@	$2,328.00 / EA		$2,328
Carport	1	EA	@	$4,212.00 / EA		$4,212
Parking Stops	10	EA	@	$70.30 / EA		$703
Total Contributory Value of Improvements						$2,515,869
Fee Area	335,098	SF	@	$2.75 / SF		$921,520
Parcel 20 in Fee	712	SF	@	$2.75 / SF	@ 50%	$979
Existing Sewer Easement	7,748	SF	@	$2.75 / SF	@ 50%	$10,653
Total Land						$933,152
TOTAL VALUE AS A UNIT						**$3,449,021**

Sample Work

Remainder After Analysis

The value of the **remainder after** the taking is an estimate of the market value taking into consideration the effect that the proposed easement or right-of-way will have on the remainder. This valuation is based upon a new site analysis, highest and best use analysis, as well as the employment of the three approaches to value.

Damages or benefits to the remainder are found by subtracting the value of the remainder after the taking from the value of the remainder before the taking. If positive, damages exist. Likewise, if the figure is negative, benefits are present (enhancement).

PROPERTY DESCRIPTION – REMAINDER AFTER

The remainder property will be very similar to the whole property before the acquisition, as illustrated below. After the acquisition, the shape of the remainder will be the same and will contain approximately **343,558** square feet, or **7.887** acres.

Sample Work

HIGHEST AND BEST USE – REMAINDER AFTER

The highest and best use of the remainder after the acquisition is the same as that of the whole property. After the acquisition, the remainder will be similar as the whole property. We conclude that the highest and best use of the remainder after the acquisition is the same as that of the whole property. No damages to the remainder result from the proposed acquisition.

SALES COMPARISON APPROACH – LAND REMAINDER AFTER

VALUATION GRID	Representative Comparable Sales				
	Subject	**Comp No. 1**	**Comp No. 2**	**Comp No. 3**	**Comp No. 4**
Grantor	-	Jaime Sauced…	Herman Smith…	Ven-Ken, Inc…	Estate of Be…
Grantee	-	Gurnam Dhali…	Village Cast…	Jim Tally…	Beard's Trai…
Date of Sale	2/10/2023	1/27/2022	8/8/2022	9/15/2021	12/7/2020
Relative Location	5625 E IH 20	Fort Worth	Mansfield	Mansfield	Fort Worth
Size (Acres)	7.887	2.000	4.039	5.119	9.550
Size (Square Feet)	343,558	87,120	175,956	222,984	415,997
Sale Price	-	$180,000	$600,000	$825,000	$900,000
Unit Price	Per SF	**$2.07**	**$3.41**	**$3.70**	**$2.16**
Property Rights					
Financing					
Condition of Sale					
Date of Sale (Annual Adjustment)	6.0%	6%	3%	8%	13%
Adjusted Price	Per SF	$2.19	$3.51	$4.00	$2.44
Location	5625 E IH 20	15%	-5%	-15%	
Physical Characteristics	No				
Size	7.887				
Flood	20%	-10%	-10%	-10%	-5%
Shape	Irregular				
Utilities	All Available				
Zoning/H&B	Industrial/Commercial				
Total Adjustments		5%	-15%	-25%	-5%
Indicated Unit Value		**$2.30**	**$2.98**	**$3.00**	**$2.32**
Estimated Unit Value					**$2.75**

Estimated Value by Sales Comparison Approach…… $933,152

EXPLANATION OF ADJUSTMENTS

The land sales presented for analysis of the whole property land would be applicable to the reminder property land. In addition, the adjustments for the whole property land are similar to the remainder property land. For a recompilation of information, reference is made to the sale data sheets and explanation of adjustments presented in Section 3.

Fee Area	335,098 SF	@	$2.75 / SF		$921,520
Sewer Easement	8,460 SF	@	$2.75 / SF	50%	$11,632
Total	**343,558 SF**				**$933,152**

Sample Work

COST APPROACH – REMAINDER AFTER

The cost data presented for analysis of the whole property would be applicable to the reminder property. For a recompilation of information, reference is made to the cost approach presented in Section 3. The following table details replacement cost estimates for the remainder subject buildings and site improvements.

REPLACEMENT COST ESTIMATE

Building Improvements	*Adjusted Base Cost*	*Indirect Cost*	*Base Plus Indirect*	*Profit Incentive*	*Replacement Unit Cost*	*Quantity*	*Unit*	*Estimated Cost New*
Main Building	$170.54	10%	$187.60	15%	$216.00	8,400	SF	$1,814,400
Office/Shop	$74.63	10%	$82.10	15%	$94.00	2,400	SF	$225,600
Accessory Improvements								
Main Building Canopy	$40.00	10%	$44.00	15%	$51.00	825	SF	$42,075
Office/Shop Canopy	$40.00	10%	$44.00	15%	$51.00	252	SF	$12,852
Shed 1	$45.00	10%	$49.50	15%	$57.00	240	SF	$13,680
Shed 2	$45.00	10%	$49.50	15%	$57.00	96	SF	$5,472
Shed 3	$45.00	10%	$49.50	15%	$57.00	800	SF	$45,600
Solar Lean-to	$50,000	10%	$55,000	15%	$63,250	2	EA	$126,500
Site Improvements								
Landscaping	$4.98	10%	$5.47	15%	$6.00	4,260	SF	$25,560
Concrete Paving	$5.50	10%	$6.05	15%	$7.00	35,050	SF	$245,350
Gravel Paving	$2.00	10%	$2.20	15%	$3.00	205,000	SF	$615,000
Chain Link Fence w/gates	$40.00	10%	$44.00	15%	$51.00	1,740	LF	$88,740
Pipe Fence w/gates	$80.00	10%	$88.00	15%	$101.00	44	LF	$4,444
Wrought Iron w/gates	$108.00	10%	$118.80	15%	$137.00	280	LF	$38,360
Wood Fence	$30.00	10%	$33.00	15%	$38.00	900	LF	$34,200
Canvas Canopies	$4,300	10%	$4,730	15%	$5,440	2	EA	$10,880
Signs	$8,000	10%	$8,800	15%	$10,120	2	EA	$20,240
Pond	$7,500	10%	$8,250	15%	$9,488	1	EA	$9,488
Light Standards	$2,488	10%	$2,737	15%	$3,147	1	EA	$3,147
Carport	$4,500	10%	$4,950	15%	$5,693	1	EA	$5,693
Parking Stops	$75.00	10%	$82.50	15%	$95.00	10	EA	$950
Total Replacement Cost New								**$3,388,231**

Estimate of Accrued Depreciation

The estimate of accrued depreciation and calculation of depreciated replacement cost are shown in the following table.

DEPRECIATION CALCULATIONS

Building Improvements	*Estimated Cost New*	*Depreciation Percent*	*Depreciation in Dollars*	*Depreciated Cost*	*Depreciated Unit Cost*	*Unit*
Main Building	$1,814,400	26.00%	$471,744	$1,342,656	$159.84	SF
Office/Shop	$225,600	26.00%	$58,656	$166,944	$69.56	SF
Accessory Improvements						
Main Building Canopy	$42,075	26.00%	$10,940	$31,135	$37.74	SF
Office/Shop Canopy	$12,852	26.00%	$3,342	$9,510	$37.74	SF
Shed 1	$13,680	26.00%	$3,557	$10,123	$42.18	SF
Shed 2	$5,472	26.00%	$1,423	$4,049	$42.18	SF
Shed 3	$45,600	26.00%	$11,856	$33,744	$42.18	SF
Solar Lean-to	$126,500	26.00%	$32,890	$93,610	$46,805	EA
Site Improvements						
Landscaping	$25,560	26.00%	$6,646	$18,914	$4.44	SF
Concrete Paving	$245,350	26.00%	$63,791	$181,559	$5.18	SF
Gravel Paving	$615,000	26.00%	$159,900	$455,100	$2.22	SF
Chain Link Fence w/gates	$88,740	26.00%	$23,073	$65,667	$37.74	LF
Pipe Fence w/gates	$4,444	26.00%	$1,156	$3,288	$74.73	LF
Wrought Iron w/gates	$38,360	26.00%	$9,974	$28,386	$101.38	LF
Wood Fence	$34,200	26.00%	$8,892	$25,308	$28.12	LF
Canvas Canopies	$10,880	26.00%	$2,829	$8,051	$4,026	EA
Signs	$20,240	26.00%	$5,263	$14,977	$7,489	EA
Pond	$9,488	26.00%	$2,467	$7,021	$7,021	EA
Light Standards	$3,147	26.00%	$819	$2,328	$2,328	EA
Carport	$5,693	26.00%	$1,481	$4,212	$4,212	EA
Parking Stops	$950	26.00%	$247	$703	$70.30	EA
Total	**$3,388,231**	**26.00%**	**$880,946**	**$2,507,285**		

Sample Work

Value Indication by Cost Approach

By combining the land value conclusion with the depreciated replacement cost of the improvements, a remainder value indication by the cost approach is calculated in the table below.

Depreciated Replacement Cost of Improvements	**$2,507,285**
Land Value	**$933,152**
Estimated Value by Cost Approach	**$3,440,437**

Sample Work

SALES COMPARISON APPROACH – IMPROVED REMAINDER AFTER

VALUATION GRID		Representative Comparable Sales			
	Subject	**Comp No. 1**	**Comp No. 2**	**Comp No. 3**	**Comp No. 4**
Grantor	-	Mohr Herc Fo…	WDO Properti…	Douglas A Be…	SDALLAS TX R…
Grantee	-	Fisch Grandc…	IBJK LLC…	PC5 Properti…	SK 12111 Gar…
Date of Sale	2/10/2023	7/15/2020	8/30/2022	5/16/2022	5/6/2021
Relative Location	5625 E IH 20	Fort Worth	Dallas	Sunnyvale	Dallas
Land Size (Acres)	7.887	6.008	2.528	4.980	2.802
Land Size (Square Feet)	343,558	261,708	110,135	216,929	122,075
Improvement Size (SF)	10,800	19,320	8,000	24,000	16,618
Sale Price	-	$7,265,000	$1,624,625	$5,300,000	$3,609,491
Unit Price	Per SF	**$376.04**	**$203.08**	**$220.83**	**$217.20**
Property Rights					
Financing					
Condition of Sale					
Date of Sale (Annual Adjustment)	6.0%	15%	3%	4%	11%
Adjusted Price	Per SF	$432.45	$209.17	$229.66	$241.09
Location	IH 20		10%	10%	5%
Age Condition Utility	1987-2005	-20%	5%		10%
Size				5%	
Land to Building Ratio	31.81 to 1	5%	5%	10%	15%
Total Adjustments		-15%	20%	25%	30%
Indicated Unit Value		**$367.58**	**$251.00**	**$287.08**	**$313.42**
Estimated Unit Value					**$320.00**

EXPLANATION OF ADJUSTMENTS

The improved sales presented for analysis of the whole property would be applicable to the reminder property. In addition, the adjustments for the whole property improvements are similar to the remainder property improvements. For a recompilation of information, reference is made to the sale data sheets and explanation of adjustments presented in Section 3.

The comparables' adjusted prices range from $251.00 to $367.58 Per SF with a mean of $304.77 Per SF. Based on the data, a unit value of **$320.00** Per SF is concluded for the remainder subject improvements. This indicates a remainder value of:

Unit Price (Per SF)	**$320.00**
Improvement Area (SF)	**10,800**
Concluded Value	**$3,456,000**

Sample Work

INCOME APPROACH – REMAINDER AFTER

The income approach presented for analysis of the whole property would be applicable to the reminder property. The income conclusions for the whole property improvements are similar to the remainder property improvements. For a recompilation of other adjustments, reference is made to the income approach presented in Section 3. After adjustment, the concluded rental rate for the remainder subject is:

Rental Rate Conclusion	RBA (SF)	Rental Rate	Annual Rental
Main Building	8,400	$22.00	$184,800
Office/Shop	2,400	$22.00	$52,800
Total	**10,800**	**$22.00**	**$237,600**

The potential gross income including reimbursement and other income is $274,145. Accounting for vacancy and collection losses of 5.0%, the effective gross income is estimated at $260,438. The remainder expenses are summarized below:

Potential Gross Income			$237,600	
Reimbursement Income			$36,545	
Potential Gross Income			$274,145	
Vacancy	5.0%		-$13,707	
Effective Gross Income				$260,438
Expenses:				
Fixed	Taxes		$22,505	
	Insurance		$3,240	
	Maintenance		$10,800	
Variable	Management		$7,813	
Other		Reserves	$7,813	
Total Expenses				-$52,171
Net Operating Income				**$208,267**

Deducting the operating expenses from the effective gross income results in a net operating income of **$208,267**. The direct capitalization rate for the remainder is estimated at 6.00%. This indicates a remainder value by the income approach of:

Net Operating Income	**$208,267**
Capitalization Rate	**6.00%**
Value Indication	**$3,471,117**

Sample Work

Conclusion of Value – Remainder After Property

Reconciliation involves the analysis of alternative value indications to determine a final value conclusion. The appraisal of real estate typically employs three traditional valuation methods: the Sales Comparison Approach, the Cost Approach, and the Income Approach. The value indicated by the sales comparison approach for land is as follows:

Cost Approach	**$3,440,437**
Sales Comparison Approach	**$3,402,000**
Income Capitalization Approach	**$3,471,117**

CONCLUSION OF VALUE

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed herein, it is my opinion that the remainder after market value as of 2/10/2023, is **$3,449,021.**

Contributory Value of Improvements - Remainder After (Itemized)					
Main Building	8,400 SF	@	$160.86 / SF		$1,351,240
Office/Shop	2,400 SF	@	$69.56 / SF		$166,944
Main Building Canopy	825 SF	@	$37.74 / SF		$31,135
Office/Shop Canopy	252 SF	@	$37.74 / SF		$9,510
Shed 1	240 SF	@	$42.18 / SF		$10,123
Shed 2	96 SF	@	$42.18 / SF		$4,049
Shed 3	800 SF	@	$42.18 / SF		$33,744
Solar Lean-to	2 EA	@	$46,805 / EA		$93,610
Landscaping	4,260 SF	@	$4.44 / SF		$18,914
Concrete Paving	35,050 SF	@	$5.18 / SF		$181,559
Gravel Paving	205,000 SF	@	$2.22 / SF		$455,100
Chain Link Fence w/gates	1,740 LF	@	$37.74 / LF		$65,667
Pipe Fence w/gates	44 LF	@	$74.73 / LF		$3,288
Wrought Iron w/gates	280 LF	@	$101.38 / LF		$28,386
Wood Fence	900 LF	@	$28.12 / LF		$25,308
Canvas Canopies	2 EA	@	$4,026 / EA		$8,051
Signs	2 EA	@	$7,489 / EA		$14,977
Pond	1 EA	@	$7,021 / EA		$7,021
Light Standards	1 EA	@	$2,328 / EA		$2,328
Carport	1 EA	@	$4,212 / EA		$4,212
Parking Stops	10 EA	@	$70.30 / EA		$703
Total Contributory Value of Improvements					**$2,515,869**
Fee Area	335,098 SF	@	$2.75 / SF		$921,520
Sewer Easement	8,460 SF	@	$2.75 / SF	50%	$11,632
Reconciled Final Value					**$3,449,021**

Sample Work

Conclusion and Compensation Summary

The previous data has been considered for an indication of permanent damages or enhancements to the subject property. Typically, enhancements to the Remainder After property are applied to off-set damages to the Remainder After property. However, enhancements do not off-set compensation for the Part to be Acquired.

Based on the analysis and conclusions in this report, and subject to the definitions, assumptions, and limiting conditions expressed herein, it is my opinion that the compensation for the acquisition of the herein described property as of 2/10/2023, is calculated as follows:

Determination of Compensation	
Whole Property Value	$3,450,000
Part To Be Acquired	$979
Remainder Before the Acquisition	$3,449,021
Remainder After the Acquisition	$3,449,021
Damages (or Enhancements)	$0
Costs to Cure	$0
Temporary Easement	$16,618
Total Compensation	**$17,597**

Sample Work

ADDENDUM A

Certification

Qualifications of Appraiser(s)

Assumptions and Limiting Conditions

Sample Work

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of the facts contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. We have performed appraisal services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
9. Aaron H. Wright, MAI, R/W-AC and Christy E Wright made a personal inspection of the property on 2/13/2023. Matthew A. Sims, R/W-AC has inspected the property on 2/2/2023.
10. No one provided significant real property appraisal assistance to the person(s) signing this certification.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. This appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
13. We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
14. It is our opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
15. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of *USPAP*.
16. As of the date of this report, Aaron H. Wright, MAI, R/W-AC has completed the continuing education program of the Appraisal Institute.

Aaron H. Wright, MAI, R/W-AC
Certified General Real Estate Appraiser
Certificate # TX-1337782-G

Matthew A. Sims, R/W-AC
Certified General Real Estate Appraiser
State Certificate #TX-1381080-G

Christy E. Wright
Appraiser Trainee
Certificate # TX-1337238-Trainee

Sample Work

Professional Qualifications of Aaron H. Wright, MAI, R/W-AC

Aaron H. Wright, MAI is the Principal and Senior Appraiser of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Mr. Wright has been appraising real estate since May 2005 and is a Certified General Real Estate Appraiser in the State of Texas. Mr. Wright's responsibilities include appraisal and appraisal review of all types of properties. Mr. Wright has testified as an expert witness regarding real property value on numerous occasions in various courts of law. Prior to appraisal, Mr. Wright was the Principal of Wright Innovations, a construction and real estate investment company based in Fort Worth, Texas.

Mr. Wright has performed valuation, consulting services and review on various properties including, but not limited to, shopping centers, apartment complexes, industrial facilities, raw and developed land, office towers and complexes, motels, hotels, residential and mixed-use developments. Mr. Wright has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests, and billboards.

EDUCATION:

Bachelor of Science in Accounting
University of North Texas, Denton, Texas 2001

Key Courses:

- Finance
- Accounting
- Business Law
- Real Estate
- General Business

Completed the following courses offered by the Appraisal Institute:

Basic Appraisal Principles
Basic Appraisal Procedures
Real Estate Finance, Statistics, and Valuation Modeling
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Market Analysis and Highest and Best Use
General Appraiser Income Approach/Part 1
General Appraiser Income Approach/Part 2
General Appraiser Report Writing and Case Studies
Advanced Market Analysis and Highest and Best Use
Advance Income Capitalization
Advanced Concepts and Case Studies

Completed the following courses offered by the International Right of Way Association:

Business Relocation	The Valuation of Partial Acquisitions
Relocation Assistance	Easement Valuation
Reviewing Appraisal in Eminent Domain	Evaluating your Ethical Awareness

PROFESSIONAL AFFILIATIONS:

Licensed: Texas Certified General Real Estate Appraiser (TX-1337782-G)

Member: International Right-of-Way Association
(IRWA) Appraisal Institute Member
Reece Creek Volunteer Fire Department - Director

ACTIVITIES:

Mr. Wright is active in the Central Texas Chapter of the Appraisal Institute and International Right of Way Association. Mr. Wright holds a MAI designation from the Appraisal Institute and Right of Way Appraisal Certification (R/W-AC) for the IRWA.

Sample Work

Professional Qualifications of Matthew A. Sims, R/W-AC

Matthew A Sims is a General Certified Appraiser and Analyst of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Prior to joining Texas Appraisal Team, Mr. Sims worked for Morrison Supply Company as a sales associate and operations manager located in Fort Worth. Prior to Morrison Supply Company, Mr. Sims worked for an appraisal firm in Fort Worth for over three years.

Matthew A. Sims has assisted in valuation of various properties including raw and developed land, apartment complexes, office buildings, convenience stores, restaurants, industrial facilities, and shopping centers, mixed-use and special-purpose properties. Matthew A. Sims has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests.

EDUCATION:

Texas Tech University
Bachelor of Communication Studies with an emphasis in Corporate Communication, 2006

Completed the following courses of study and exams offered by the Appraisal

Institute:

Basic Appraisal Principles
Basic Appraisal Procedures
Supervisor-
Trainee Course for Texas
General Appraiser Market Analysis and Highest and
Best Use General Appraiser Site Valuation and Cost
Approach
General Appraiser Sales Comparison Approach
General Appraiser Sales Income Approach 1
General Appraiser Sales Income Approach 2
General Appraiser Report Writing and Case Studies
Statistics, Modeling, and Finance
Appraisal Subject Matter Electives

Completed the following courses offered by the International Right of Way Association:

Reviewing Appraisal in Eminent Domain

PROFESSIONAL AFFILIATIONS:

Licensed:

Texas Certified General Real Estate Appraiser (TX-1381080-G)
Oklahoma Certified General Real Estate Appraiser (OK-13642CGA)
International Right-of-Way Association (IRWA)
Real Estate Sales Agent (TX-646915)
Property Tax Consultant (TX-11459)

ACTIVITIES:

Mr. Sims is active in the International Right of Way Association and holds a Right of Way Appraisal Certification (R/W-AC) designation.

Sample Work

Professional Qualifications of Christy E. Cavazos Wright

Mrs. Wright is the Chief Executive Officer and primarily owner of Texas Appraisal Team, a full-service real estate consulting and appraisal firm. Mrs. Wright has been managing Texas Appraisal Team since 2011 (formerly AW Appraisal and Review Services). Mrs. Wright is an Appraiser Trainee in the State of Texas. Prior to managing Texas Appraisal Team, Mrs. Wright worked for the Texas Department of Family and Protective Services as a caseworker and expert witness.

Mrs. Wright has assisted in valuation of various properties including raw and developed land, apartment complexes, office buildings, convenience stores, restaurants, industrial facilities, and shopping centers, mixed-use and special-purpose properties. Mrs. Wright has worked on numerous unique valuations, such as utility corridors, easement interests, partial and undivided interests.

EDUCATION:

University of Texas at Arlington
Bachelor of Social Work 2003
Coursework included social work, statistics, sociology and psychology.

Completed the following courses of study and exams:

Appraisal Principles
Appraisal Procedures
Standards of Professional Appraisal Practice (USPAP) General Appraiser Market Analysis and Highest and Best Use

PROFESSIONAL AFFILIATIONS

License — Appraiser Trainee (TX-1343434-Trainee)

Member: International Right of Way Association
Director of MATCH, a non-profit organization

ACTIVITIES:

Mrs. Wright is active in the International Right of Way Association.

Sample Work

Assumptions and Limiting Conditions

That the date of value to which the opinions expressed in this report apply is set forth in the Letter of Transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions herein stated.

That no opinions are intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in this report.

That no opinion as to title is rendered. Name of ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in this report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

That no engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable and no encroachment of real property improvement is assumed to exist.

That maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within this report. They should not be considered as surveys or relied upon for any other purpose.

That no detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive, but have been considered consistent with information available to the appraiser. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and I have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in my appraisal.

The property is appraised as though free and clear, under responsible ownership, and competent management. All existing liens and encumbrances have been disregarded.

Unless otherwise stated herein, all of the improvements previously described were considered operational and in good condition. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.

Unless stated otherwise in this report, no presence of hazardous materials on or in the property was observed by the appraiser. The appraiser has no information on the existence of such materials and is not qualified to detect same. The presence of such materials on or in the property could affect the appraiser's opinion of market value. However, the value stated herein is based on the assumption that no hazardous materials are present on or in the property, and the appraiser accepts no responsibility for determining such condition. The client is urged to retain an expert in this field if there is any question as to the existence of hazardous material.

Any information furnished to us by others is believed to be reliable, but I assume no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right to publication, nor may it be used for any purpose, by any but the intended user, without the previous written consent of the appraiser or the intended user and, in any event, only in its entirety.

This appraisal does not require us to give testimony in court or attend on its behalf unless arrangements have been previously made therefore.

If condemnation proceedings become necessary, this appraiser will testify to an updated opinion reflecting the value of the whole property, the part to be acquired, the value of the entire remainder prior to the acquisition and the value of the entire remainder after the acquisition, reflecting any change in the size or character of the land and/or changes in number and/or conditions of the improvements located thereon.

The distribution of the total valuation in this report between land and improvements apply only under the existing programs of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

The value is reported in dollars on the basis of the currency prevailing at the date of this appraisal.

Sample Work

I have no present or contemplated interest in the property appraised.

My compensation for making this appraisal is in no manner contingent upon the value reported.

That the appraiser assumes no responsibility for determining if the property lies within a flood hazard area and its consequences to the property. It is advised that a Topographic Survey be obtained and local officials be contacted.

That my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

The appraisal of the Whole Property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property except the influence of the proposed project. The exclusion of the project influence is a Departure from USPAP and is allowed through Jurisdictional Exception. This exception was made under the Jurisdictional Exception provision and is also considered a hypothetical condition under Uniform Standards of Professional Appraisal Practice.

The appraisal of the Remainder considered all factors willing knowledgeable buyers and sellers would consider in negotiating the purchase price of the property including the use to which the part taken is to be put and the effects of the condemnation but excluded the effects of all non-compensable elements. Such exclusion is typical appraisal practice in eminent domain situations.

Information received from the client pertaining to the size and description of the subject property and partial acquisition is assumed to be correct. Additional information, which assisted me in the production of this appraisal, has been retained in my files.

No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

Sample Work

ADDENDUM B

Definitions

Sample Work

Definitions

These definitions have been extracted, solely from the following:

1. *Uniform Standards of Professional Appraisal Practice*, 2020-2023 Edition *(USPAP)*
2. *The Dictionary of Real Estate Appraisal,* 6th Edition, Appraisal Institute, Chicago, Illinois, 2015 (*Dictionary*)
3. *The Appraisal of Real Estate,* 14th Edition, Appraisal Institute, Chicago, Illinois, 2013

Appraisal

The act or process of developing an opinion of value; an opinion of value. (*USPAP*)

Easement Interest

An interest in real property that transfers use, but not ownership, of a portion of an owner's property. *(The Appraisal of Real Estate)*

Effective Date

The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. *(Dictionary)*

Exposure Time

The time a property remains on the market.

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. (Dictionary)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*Dictionary*)

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of the land or improved property-specific with respect to the user and the timing of the use- that is adequately supported and results in the highest present value. (*Dictionary*)

Leased Fee Interest

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease. (*Dictionary*)

Leasehold Interest

The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. (*Dictionary*)

Market Value

Market Value is defined by City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954) as being:

"The price the property would bring when offered for sale by one who desires to sell, but is not obliged to sell, and is bought by one who desires to buy, but is under no necessity of buying, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is, or in all reasonable probability, will become available within the reasonable future."

Sample Work

ADDENDUM C

Project/Survey Maps And Legal Descriptions

Sample Work

EXHIBIT A
LEGAL DESCRIPTION
PERMANENT VARIABLE WIDTH SEWER EASEMENT

Being a portion of Lot 3, Block 1 Postwood Business Park, situated in the City of Fort Worth, Tarrant County, Texas as it appears upon the plat recorded in Cabinet A, Slide 8813 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in the north line of Interstate 20 (I-20, a variable width right of way) being described in the deed to the State of Texas, recorded in Volume 4801, Page 412 and Volume 4640, Page 614 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.) and in the west edge of a 75 foot wide Oncor Electric Delivery Company LLC tract, from which bears a TxDOT ROW monument in the east line of the aforementioned 75 foot wide Oncor Electric Delivery Company LLC tract, S 81°03'44" E a distance of 74.44 feet.

THENCE N 81°07'31" W, along said north line of I-20 right of way, a distance of 521.85 feet to a corner of said I-20.

THENCE N 83°20'35" W, continuing along the said north line of I-20 right of way, a distance of 765.79 feet to the southeast corner of said Lot 3, Block 1 Postwood Business Park.

THENCE N 83°21'31" W, along the common line of I-20 right of way and said Lot 3, a distance of 434.37 feet to an angle in said common line of I-20 right of way and said Lot 3.

THENCE N 88°20'11" W, continuing along the said common line of I-20 right of way and Lot 3, a distance of 43.55 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673" being the POINT OF BEGINNING.

THENCE N 88°20'11" W, along the said common line of the I-20 right of way and Lot 3, a distance of 30.04 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673".

THENCE N 01°08'37" W, departing said common line of the I-20 right of way and Lot 3, a distance of 45.84 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673".

THENCE N 39°28'49" W, a distance of 354.04 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673" in the north line of said Lot 3.

THENCE N 89°29'21" E, along the said north line of Lot 3, a distance of 25.72 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673".

THENCE S 39°28'49" E, departing said north line of Lot 3, a distance of 360.93 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673".

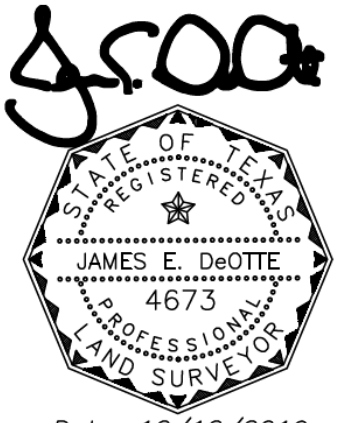
THENCE S 01°08'37" E, a distance of 41.62 feet to THE POINT OF BEGINNING and containing 8,460 square feet or 0.194 acres more or less of which 7,748 square feet or 0.178 acres more or less lie within existing easements, leaving 712 square feet or 0.016 acres exclusive of said existing easements.

Sample Work

NOTES:

1) All bearings and coordinates are in US survey feet surface using a scale factor of 1.000137001 and referenced to the Texas Coordinate System, Nad-83, The North Central Zone 4202.

2) Exhibit B of same date accompanies this legal description.



Date: 12/12/2019

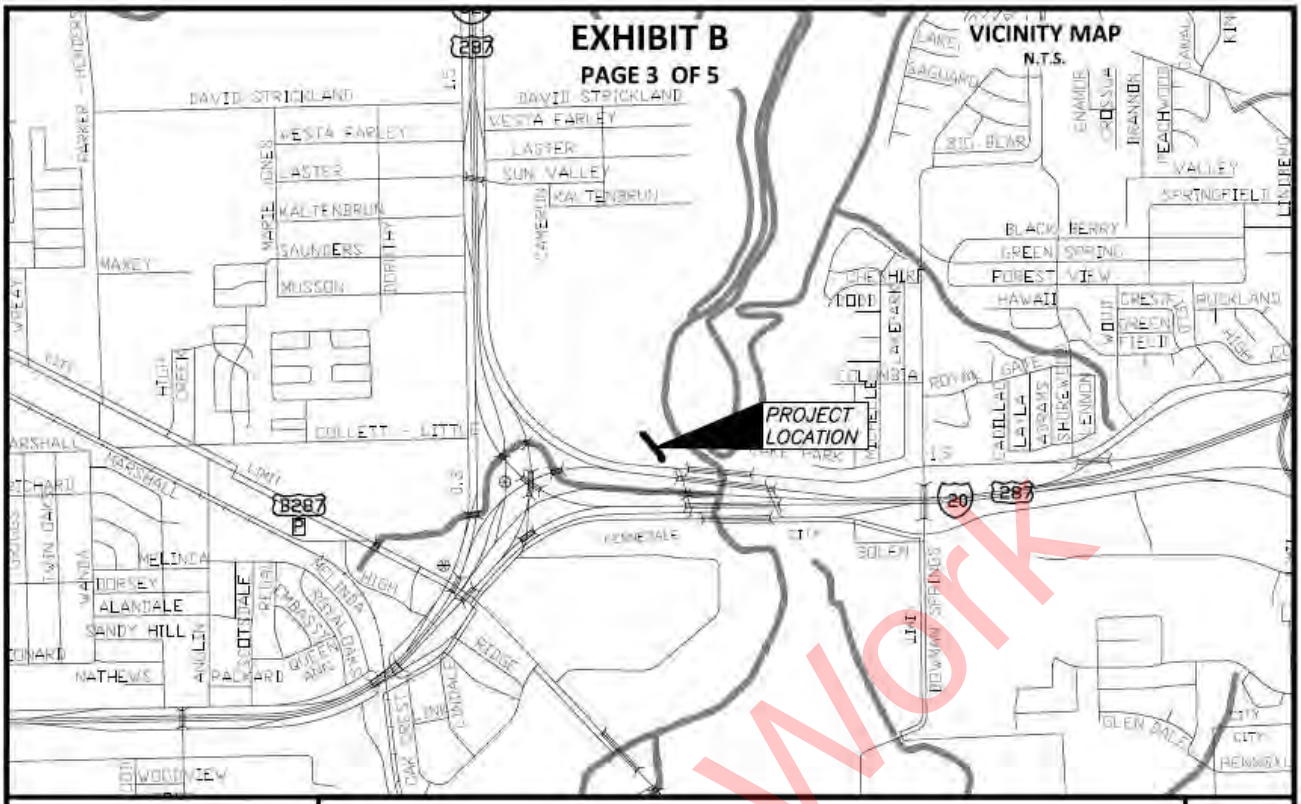
James E. DeOtte
Registered Professional Land Surveyor
No. 4673

James DeOtte Engineering, Inc.
TBPLS Firm No. 10101400
2201 Dottie Lynn Parkway, Suite 119
Fort Worth, Texas 76120
(817) 446 – 6877

Sample Work

EXHIBIT B

PAGE 3 OF 5



Sample Work

NOTES:

BEARINGS ARE REFERENCED TO AN IRON ROD AND A TXDOT MONUMENT FOUND MARKED AS CONTROLLING MONUMENTS. ALL DISTANCE AND AREAS SHOWN ARE SURFACE.

LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

5/8" CAPPED IRON RODS STAMPED "DEOTTE RPLS 4673" WILL BE SET AT CORNERS OF THE ACCESS EASEMENT

LEGEND:

PROPERTY BOUNDARY	
EX. EASEMENT	
PROP. EASEMENT	
CAPPED IRON ROD SET	*CIRS*
IRON ROD FOUND	*IRF*
DEED RECORDS TARRANT COUNTY TEXAS	*D.R.T.C.T.*
PLAT RECORDS TARRANT COUNTY TEXAS	*P.R.T.C.T.*

FORT WORTH

City of Fort Worth

200 TEXAS STREET
FORT WORTH, TX 76102

EXHIBIT B SHOWING A
PARCEL OF PROPERTY
OUT OF
LT 3, BL 1 POSTWOOD BUSINESS PARK
SITUATED IN THE
DAVID STRICKLAND SURVEY
TARRANT COUNTY, TEXAS
AS RECORDED IN
INST. D20245779
DEED RECORDS OF TARRANT COUNTY TEXAS

STATE OF TEXAS
REGISTERED
JAMES E. DeOTTE
4673
PROFESSIONAL
LAND SURVEYOR

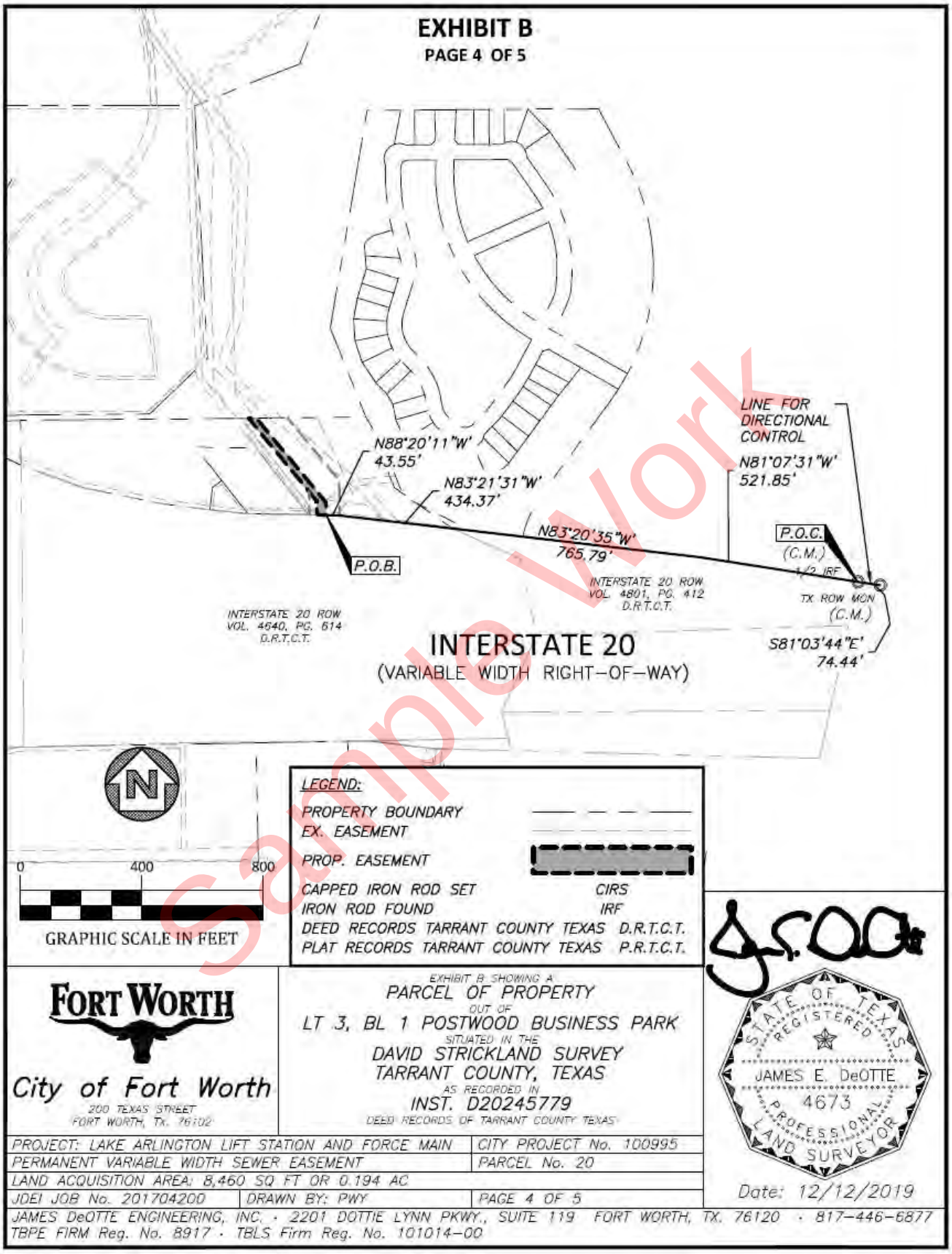
Date: 12/12/2019

PROJECT: LAKE ARLINGTON LIFT STATION AND FORCE MAIN		*CITY PROJECT No. 100995*
PERMANENT VARIABLE WIDTH SEWER EASEMENT		*PARCEL No. 20*
LAND ACQUISITION AREA: 8,460 SQ FT OR 0.194 AC		
JDEI JOB No. 201704200	*DRAWN BY: PWY*	*PAGE 3 OF 5*

JAMES DeOTTE ENGINEERING, INC. · 2201 DOTTIE LYNN PKWY., SUITE 119 FORT WORTH, TX. 76120 · 817-446-6877
TBPE FIRM Reg. No. 8917 · TBLS Firm Reg. No. 101014-00

EXHIBIT B

PAGE 4 OF 5



FORT WORTH

City of Fort Worth

200 TEXAS STREET
FORT WORTH, TX. 76102

EXHIBIT B SHOWING A
PARCEL OF PROPERTY
OUT OF
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STATE OF TEXAS
REGISTERED
JAMES E. DeOTTE
4673
PROFESSIONAL
LAND SURVEYOR

Date: 12/12/2019

PROJECT: LAKE ARLINGTON LIFT STATION AND FORCE MAIN		CITY PROJECT No. 100995
PERMANENT VARIABLE WIDTH SEWER EASEMENT		PARCEL No. 20
LAND ACQUISITION AREA: 8,460 SQ FT OR 0.194 AC		
JOEI JOB No. 201704200	DRAWN BY: PWY	PAGE 4 OF 5

JAMES DeOTTE ENGINEERING, INC. · 2201 DOTTIE LYNN PKWY., SUITE 119 FORT WORTH, TX. 76120 · 817-446-6877
TBPE FIRM Reg. No. 8917 · TBLS Firm Reg. No. 101014-00

Sample Work

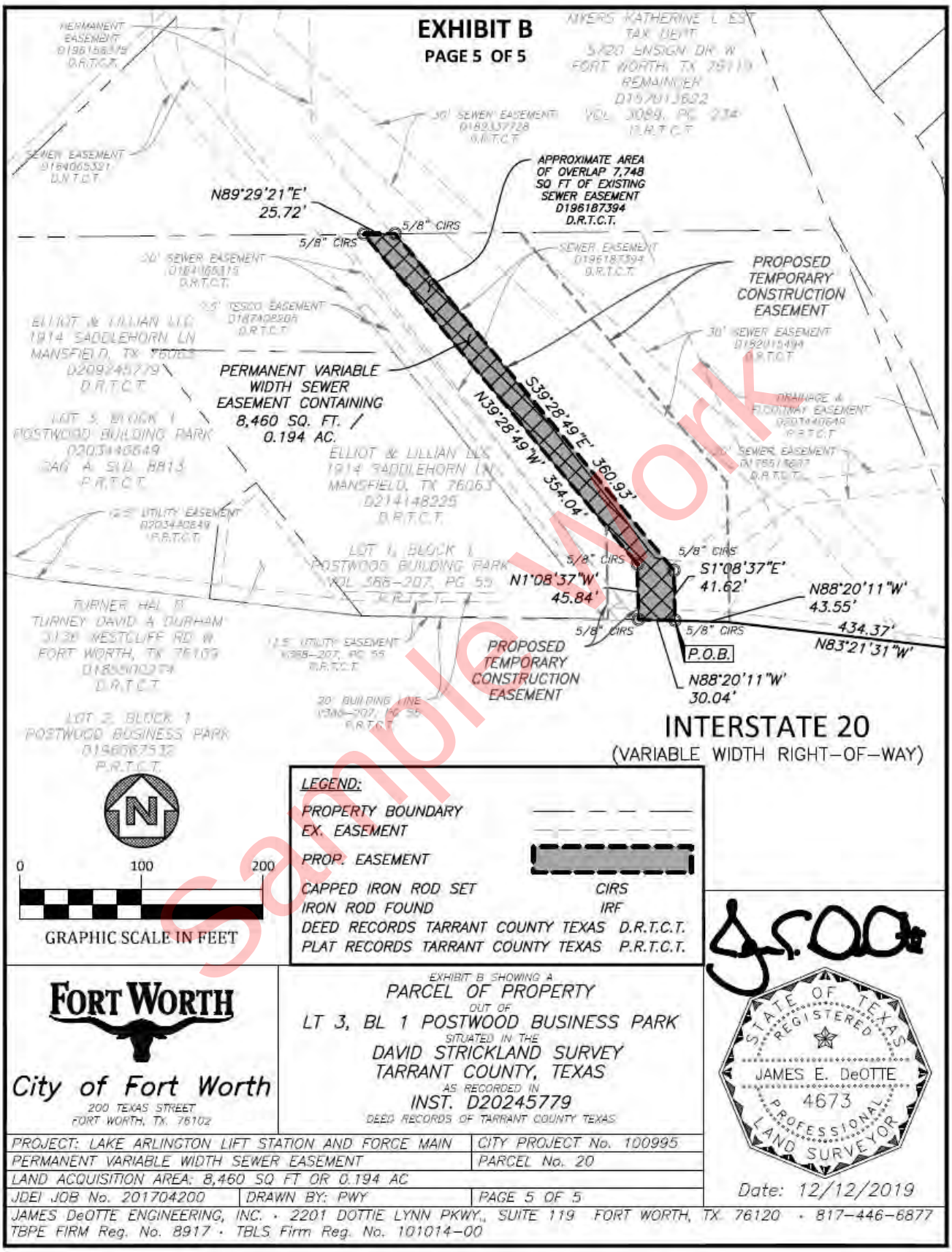
EXHIBIT B
PAGE 5 OF 5
N89°29'21"E
25.72'
5/8" CIRS
APPROXIMATE AREA OF OVERLAP 7,748 SQ FT OF EXISTING SEWER EASEMENT D196187394 D.R.T.C.T.
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PERMANENT VARIABLE WIDTH SEWER EASEMENT CONTAINING 8,460 SQ. FT. / 0.194 AC.
S39°28'49"E 360.93'
N39°28'49"W 354.04'
N1°08'37"W 45.84'
S1°08'37"E 41.62'
N88°20'11"W 43.55'
434.37'
N83°21'31"W
N88°20'11"W 30.04'
P.O.B.
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
INTERSTATE 20
(VARIABLE WIDTH RIGHT-OF-WAY)
LEGEND:
PROPERTY BOUNDARY
EX. EASEMENT
PROP. EASEMENT
CAPPED IRON ROD SET CIRS
IRON ROD FOUND IRF
DEED RECORDS TARRANT COUNTY TEXAS D.R.T.C.T.
PLAT RECORDS TARRANT COUNTY TEXAS P.R.T.C.T.
0 100 200
GRAPHIC SCALE IN FEET
FORT WORTH
City of Fort Worth
200 TEXAS STREET
FORT WORTH, TX. 76102
EXHIBIT B SHOWING A
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AS RECORDED IN
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DEED RECORDS OF TARRANT COUNTY TEXAS
STATE OF TEXAS
REGISTERED
JAMES E. DeOTTE
4673
PROFESSIONAL
LAND SURVEYOR
Date: 12/12/2019
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CITY PROJECT No. 100995
PERMANENT VARIABLE WIDTH SEWER EASEMENT
PARCEL No. 20
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JDEI JOB No. 201704200
DRAWN BY: PWY
PAGE 5 OF 5
JAMES DeOTTE ENGINEERING, INC. • 2201 DOTTIE LYNN PKWY., SUITE 119 FORT WORTH, TX 76120 • 817-446-6877
TBPE FIRM Reg. No. 8917 • TBLS Firm Reg. No. 101014-00

Sample Work

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

TCE No.1

Being a portion of Lot 3, Block 1 Postwood Business Park, situated in the City of Fort Worth, Tarrant County, Texas as it appears upon the plat recorded in Cabinet A, Slide 8813 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in the north line of Interstate 20 (I-20, a variable width right of way) being described in the deed to the State of Texas, recorded in Volume 4801, Page 412 and Volume 4640, Page 614 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.) and in the west line of a 75 feet wide Oncor Electric Delivery Company LLC tract, from which bears a TxDOT ROW monument in the east line of the said 75 feet wide Oncor Electric Delivery Company LLC tract, S 81°03'44" E a distance of 74.44 feet.

THENCE N 81°07'31" W, along said north line of I-20 right of way, a distance of 521.85 feet to a corner of said I-20.

THENCE N 83°20'35" W, continuing along the said north line of I-20 right of way, a distance of 765.79 feet to the southeast corner of said Lot 3, Block 1 Postwood Business Park.

THENCE N 83°21'31" W, continuing along said common line of I-20 right of way and said Lot 3, a distance of 432.85 feet to the POINT OF BEGINNING.

THENCE N 83°21'31" W, continuing along said common line of I-20 right of way and said Lot 3, a distance of 1.52 feet to an angle in said common line of I-20 right of way and said Lot 3.

THENCE N 88°20'11" W, continuing along said common line of I-20 right of way and said Lot 3, a distance of 43.55 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673".

THENCE N 01°08'37" W, a distance of 41.62 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673".

THENCE N 39°28'49" W, a distance of 360.93 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673" in the north line of said Lot 3.

THENCE N 89°29'21" E, along the said north line of Lot 3, a distance of 102.90 feet.

THENCE S 39°28'49" E, a distance of 267.60 feet.

THENCE S 01°08'37" E, a distance of 116.03 feet to THE POINT OF BEGINNING and containing 28,687 square feet or 0.658 acres more or less of which 7,209 square feet or 0.165 acres more or less lie within existing easements, leaving 21,478 square feet or 0.493 of an acre more or less exclusive of said existing easements.

Sample Work

TCE No.2

Being a portion of Lot 3, Block 1 Postwood Business Park, situated in the City of Fort Worth, Tarrant County, Texas as it appears upon the plat recorded in Cabinet A, Slide 8813 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in the north line of Interstate 20 (I-20, a variable width right of way) being described in the deed to the State of Texas, recorded in Volume 4801, Page 412 and Volume 4640, Page 614 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.) and in the west line of a 75 feet wide Oncor Electric Delivery Company LLC tract, from which bears a TxDOT ROW monument in the east line of the said 75 feet wide Oncor Electric Delivery Company LLC tract, S 81°03'44" E a distance of 74.44 feet.

THENCE N 81°07'31" W, along said north line of I-20 right of way, a distance of 521.85 feet to a corner of said I-20.

THENCE N 83°20'35" W, continuing along the said north line of I-20 right of way, a distance of 765.79 feet to the southeast corner of said Lot 3, Block 1 Postwood Business Park.

THENCE N 83°21'31" W, continuing along said common line of I-20 right of way and said Lot 3, a distance of 434.37 feet.

THENCE N 88°20'11" W, continuing along said common line of I-20 right of way and said Lot 3, a distance of 73.59 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673" and being the POINT OF BEGINNING.

THENCE N 88°20'11" W, continuing along said common line of I-20 right of way and said Lot 3, a distance of 25.03 feet.

THENCE N 01°08'37" W, a distance of 76.23 feet.

THENCE S 39°28'49" E, a distance of 40.30 feet to a 5/8" iron rod set with plastic cap stamped "DEOTTE RPLS 4673".

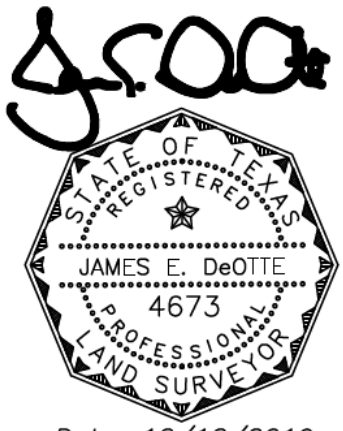
THENCE S 01°08'37" E, a distance of 45.84 feet to THE POINT OF BEGINNING and containing 1,526 square feet or 0.035 acres more or less of which all lie within existing easements.

Sample Work

NOTES:

1) All bearings and coordinates are in US survey feet surface using a scale factor of 1.000137001 and referenced to the Texas Coordinate System, Nad-83, The North Central Zone 4202.

2) Exhibit B of same date accompanies this legal description.



Date: 12/12/2019

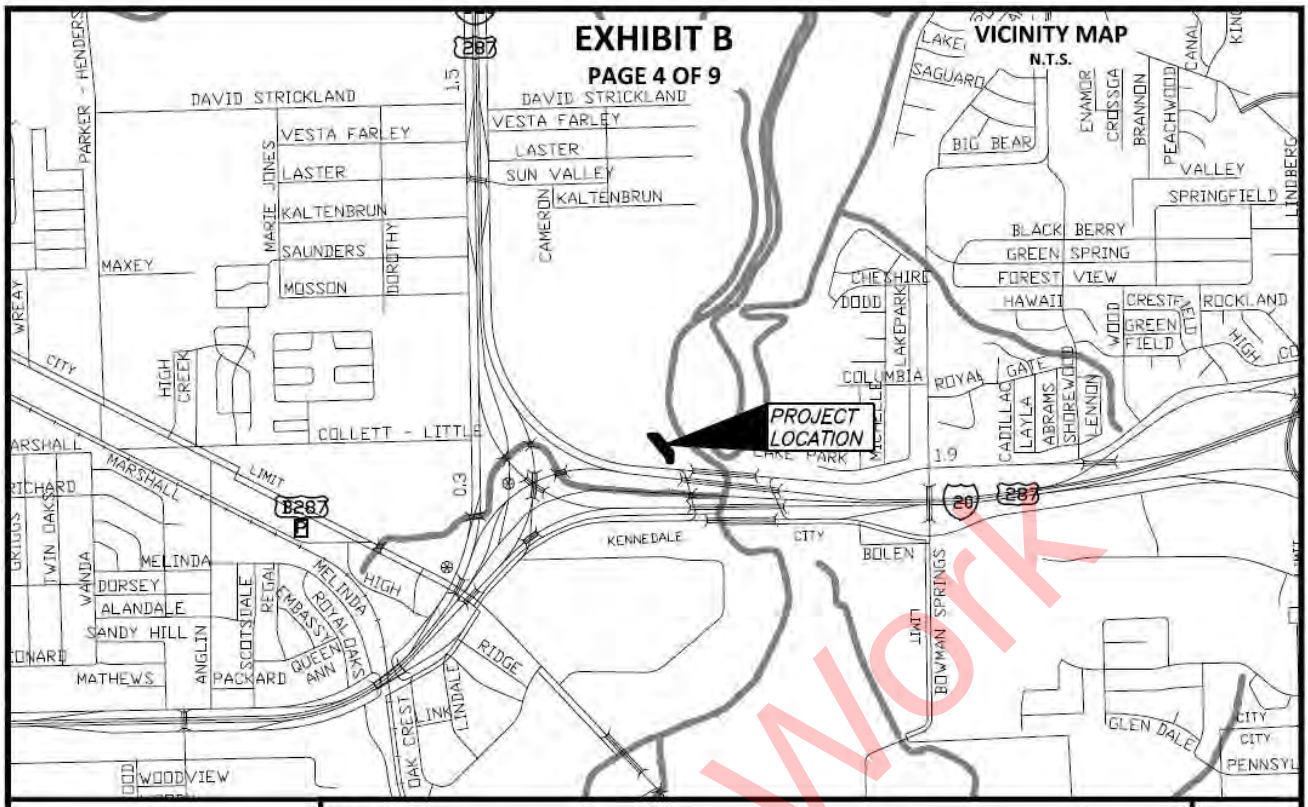
James E. DeOtte
Registered Professional Land Surveyor
No. 4673

James DeOtte Engineering, Inc.
TBPLS Firm No. 10101400
2201 Dottie Lynn Parkway, Suite 119
Fort Worth, Texas 76120
(817) 446 – 6877

Sample Work

EXHIBIT B

PAGE 4 OF 9



NOTES:

BEARINGS ARE REFERENCED TO AN IRON ROD AND A TXDOT MONUMENT FOUND MARKED AS CONTROLLING MONUMENTS. ALL DISTANCE AND AREAS SHOWN ARE SURFACE.

LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

LEGEND:

PROPERTY BOUNDARY	
EX. EASEMENT	
PROP. EASEMENT	
CAPPED IRON ROD SET	*CIRS*
IRON ROD FOUND	*IRF*
DEED RECORDS TARRANT COUNTY TEXAS	*D.R.T.C.T.*
PLAT RECORDS TARRANT COUNTY TEXAS	*P.R.T.C.T.*

FORT WORTH

City of Fort Worth
200 TEXAS STREET
FORT WORTH, TX. 76102

EXHIBIT B SHOWING A
PARCEL OF PROPERTY
OUT OF
LOT 3, BLOCK 1 POSTWOOD BUSINESS PARK
SITUATED IN THE
DAVID STRICKLAND SURVEY
TARRANT COUNTY, TEXAS
AS RECORDED IN
INST. D209245779
DEED RECORDS OF TARRANT COUNTY TEXAS

STATE OF TEXAS
REGISTERED
JAMES E. DeOTTE
4673
PROFESSIONAL
LAND SURVEYOR

Date: 12/12/2019

PROJECT: LAKE ARLINGTON LIFT STATION AND FORCE MAIN		*CITY PROJECT No. 100995*
TEMPORARY CONSTRUCTION EASEMENT No.1		*PARCEL No. 20*
LAND ACQUISITION AREA: 28,687 SQ FT OR 0.658 AC		
JDEI JOB No. 201704200	*DRAWN BY: PWY*	*PAGE 4 OF 9*

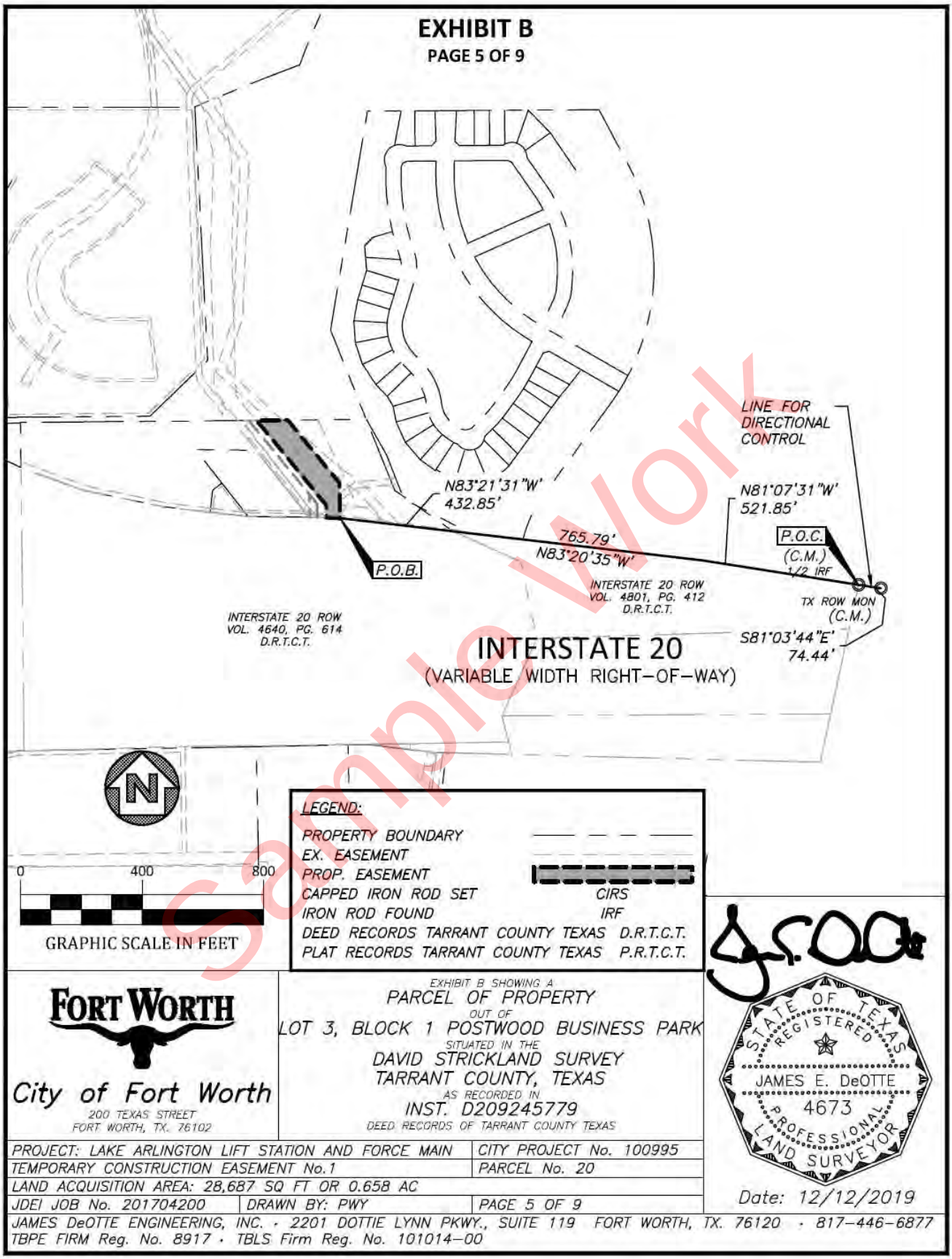
JAMES DeOTTE ENGINEERING, INC. · 2201 DOTTIE LYNN PKWY., SUITE 119 FORT WORTH, TX. 76120 · 817-446-6877
TBPE FIRM Reg. No. 8917 · TBLS Firm Reg. No. 101014-00

Sample Work

TEXAS ★ APPRAISAL TEAM

EXHIBIT B

PAGE 5 OF 9



Sample Work

FORT WORTH

City of Fort Worth

200 TEXAS STREET
FORT WORTH, TX. 76102

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JAMES E. DeOTTE
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PROFESSIONAL LAND SURVEYOR

Date: 12/12/2019

PROJECT: LAKE ARLINGTON LIFT STATION AND FORCE MAIN		CITY PROJECT No. 100995
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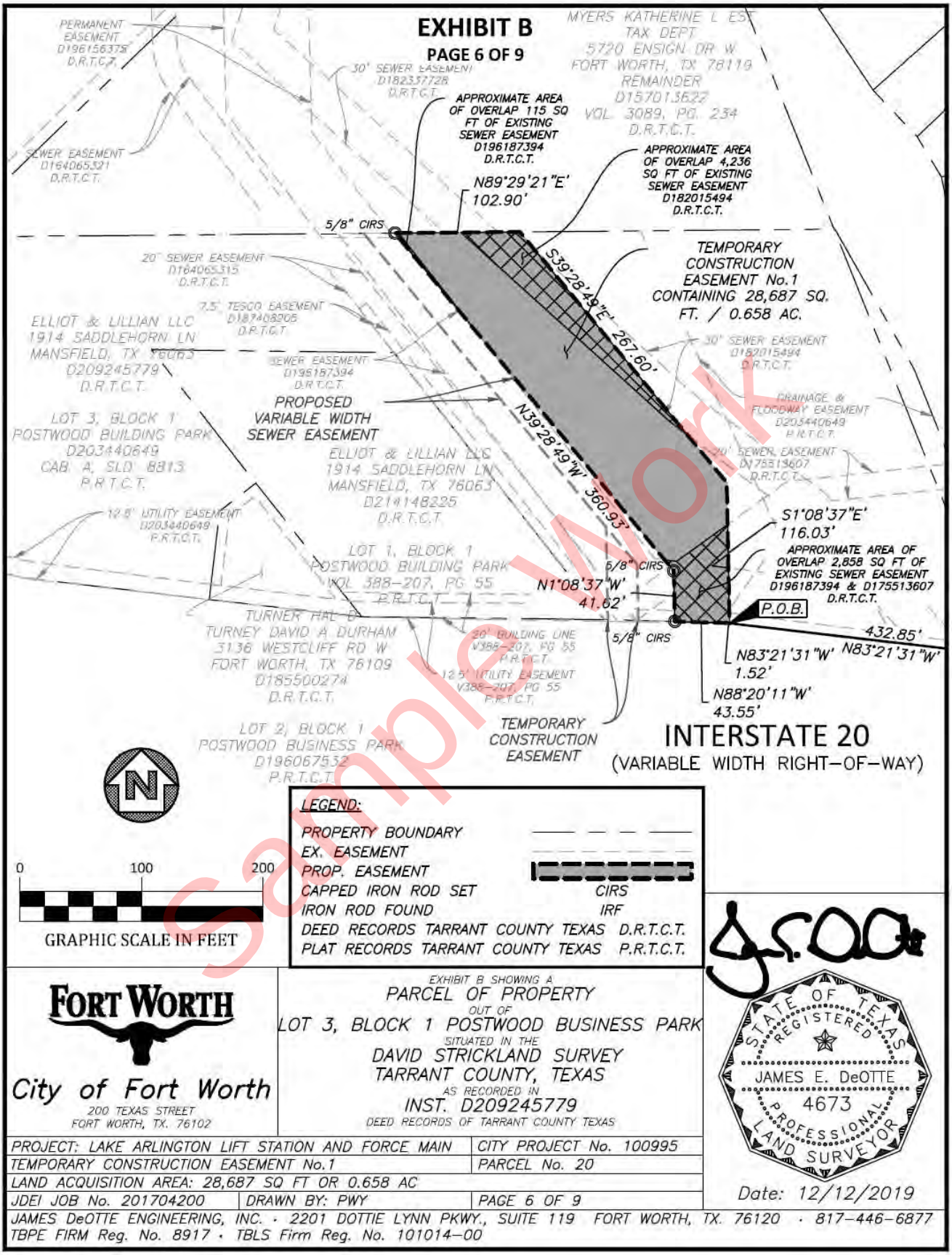
JDEI JOB No. 201704200	DRAWN BY: PWY	PAGE 5 OF 9

JAMES DeOTTE ENGINEERING, INC. · 2201 DOTTIE LYNN PKWY., SUITE 119 FORT WORTH, TX. 76120 · 817-446-6877
TBPE FIRM Reg. No. 8917 · TBLS Firm Reg. No. 101014-00

TEXAS APPRAISAL TEAM

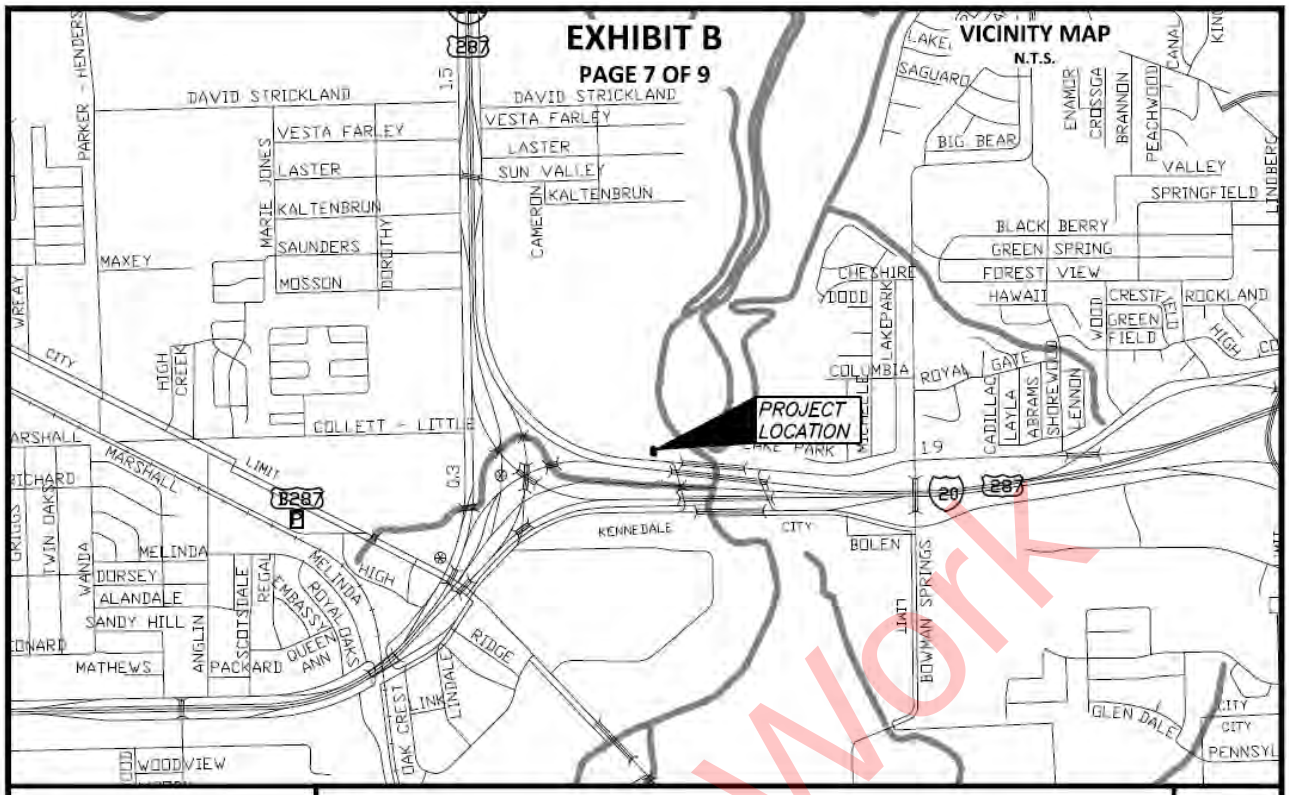


Sample Work

TEXAS APPRAISAL TEAM

EXHIBIT B

PAGE 7 OF 9



NOTES:

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LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

LEGEND:

PROPERTY BOUNDARY	
EX. EASEMENT	
PROP. EASEMENT	
CAPPED IRON ROD SET	*CIRS*
IRON ROD FOUND	*IRF*
DEED RECORDS TARRANT COUNTY TEXAS	*D.R.T.C.T.*
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STATE OF TEXAS
REGISTERED
JAMES E. DeOTTE
4673
PROFESSIONAL
LAND SURVEYOR

Date: 12/12/2019

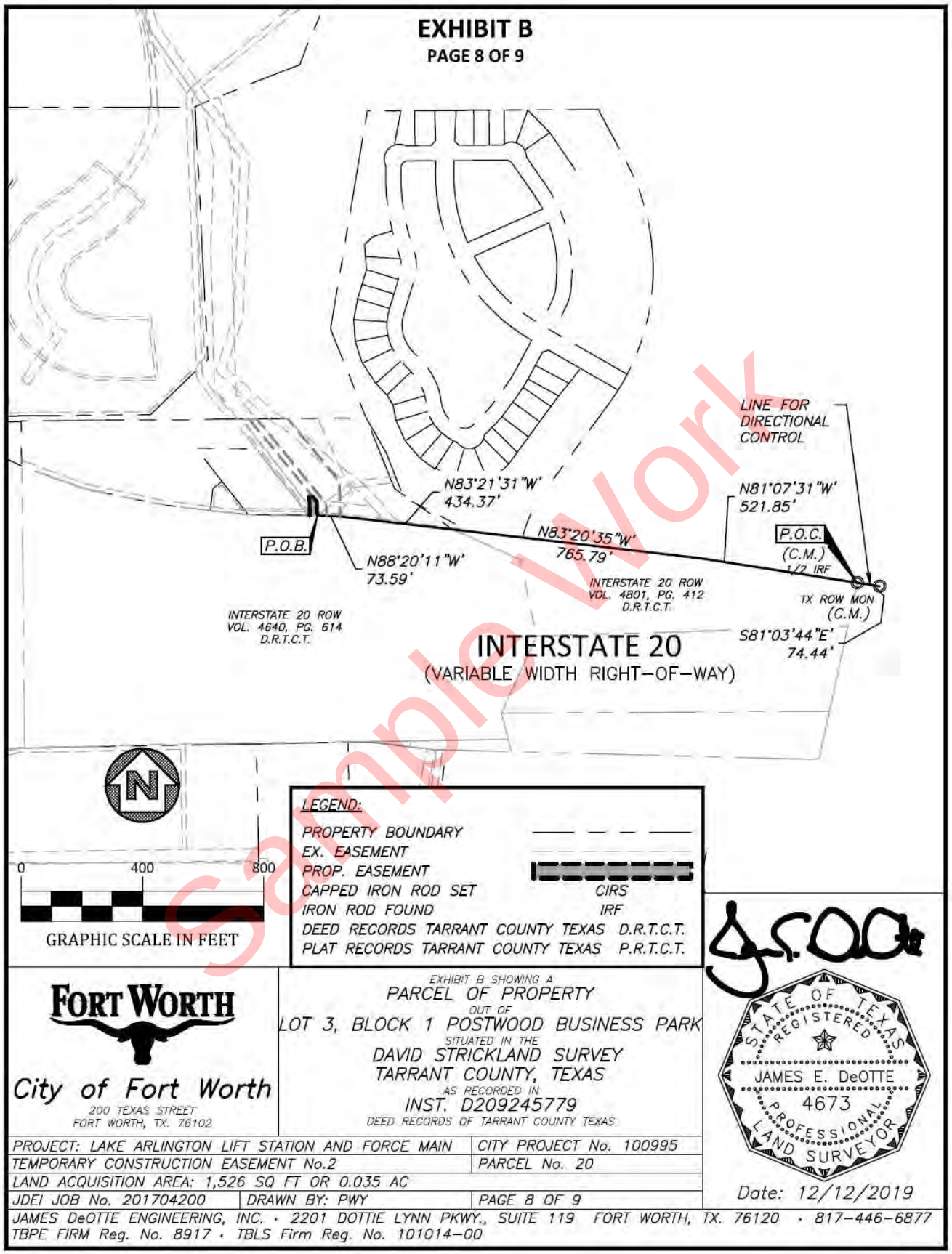
PROJECT: LAKE ARLINGTON LIFT STATION AND FORCE MAIN		*CITY PROJECT No. 100995*
TEMPORARY CONSTRUCTION EASEMENT No.2		*PARCEL No. 20*
LAND ACQUISITION AREA: 1,526 SQ FT OR 0.035 AC		
JDEI JOB No. 201704200	*DRAWN BY: PWY*	*PAGE 7 OF 9*

JAMES DeOTTE ENGINEERING, INC. · 2201 DOTTIE LYNN PKWY., SUITE 119 FORT WORTH, TX. 76120 · 817-446-6877
TBPE FIRM Reg. No. 8917 · TBLS Firm Reg. No. 101014-00

Sample Work

EXHIBIT B

PAGE 8 OF 9



Sample Work

FORT WORTH

City of Fort Worth
200 TEXAS STREET
FORT WORTH, TX. 76102

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LAND ACQUISITION AREA: 1,526 SQ FT OR 0.035 AC		
JDEI JOB No. 201704200	DRAWN BY: PWY	PAGE 8 OF 9

JAMES DeOTTE ENGINEERING, INC. · 2201 DOTTIE LYNN PKWY., SUITE 119 FORT WORTH, TX. 76120 · 817-446-6877
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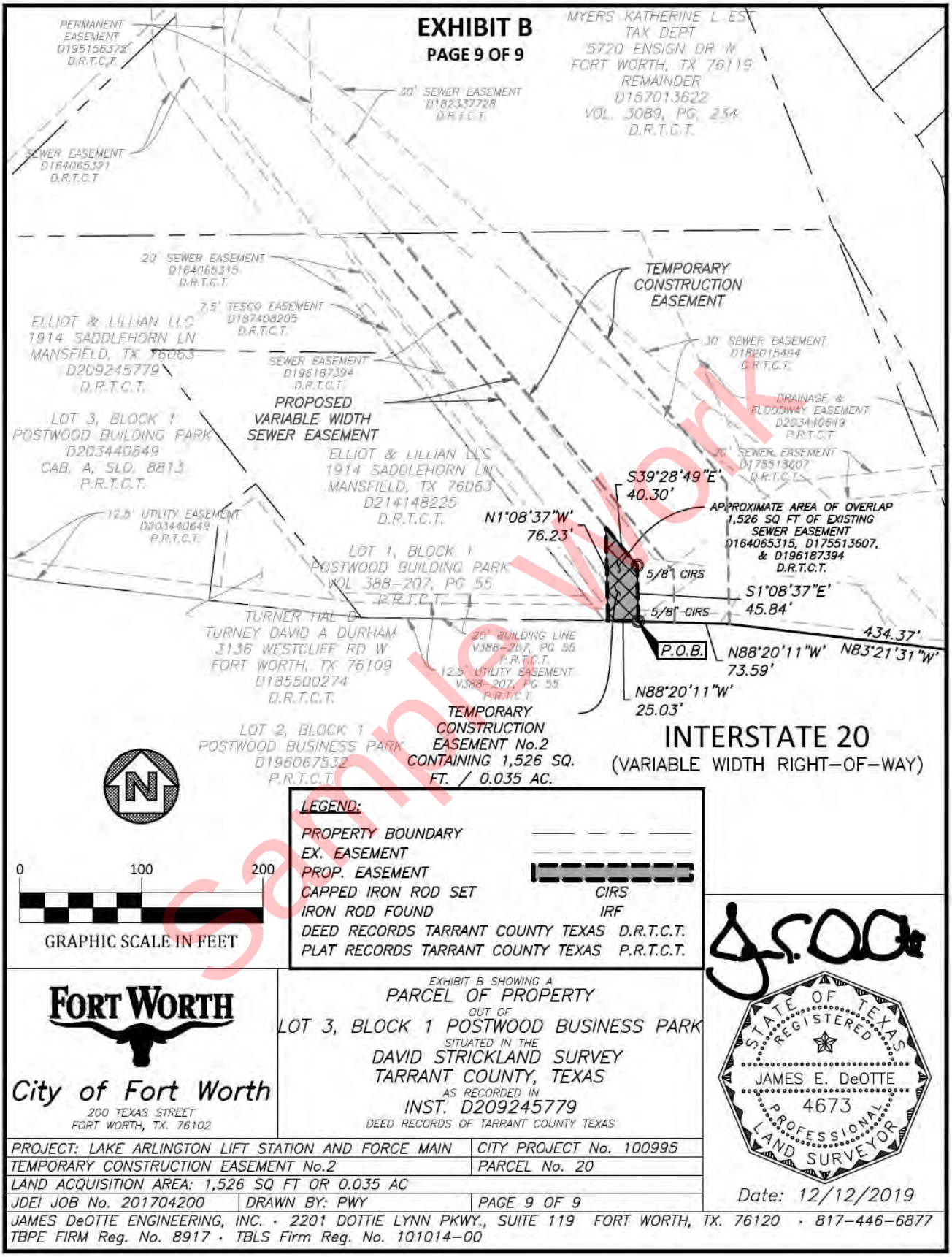
TEXAS APPRAISAL TEAM



Sample Work

TEXAS APPRAISAL TEAM

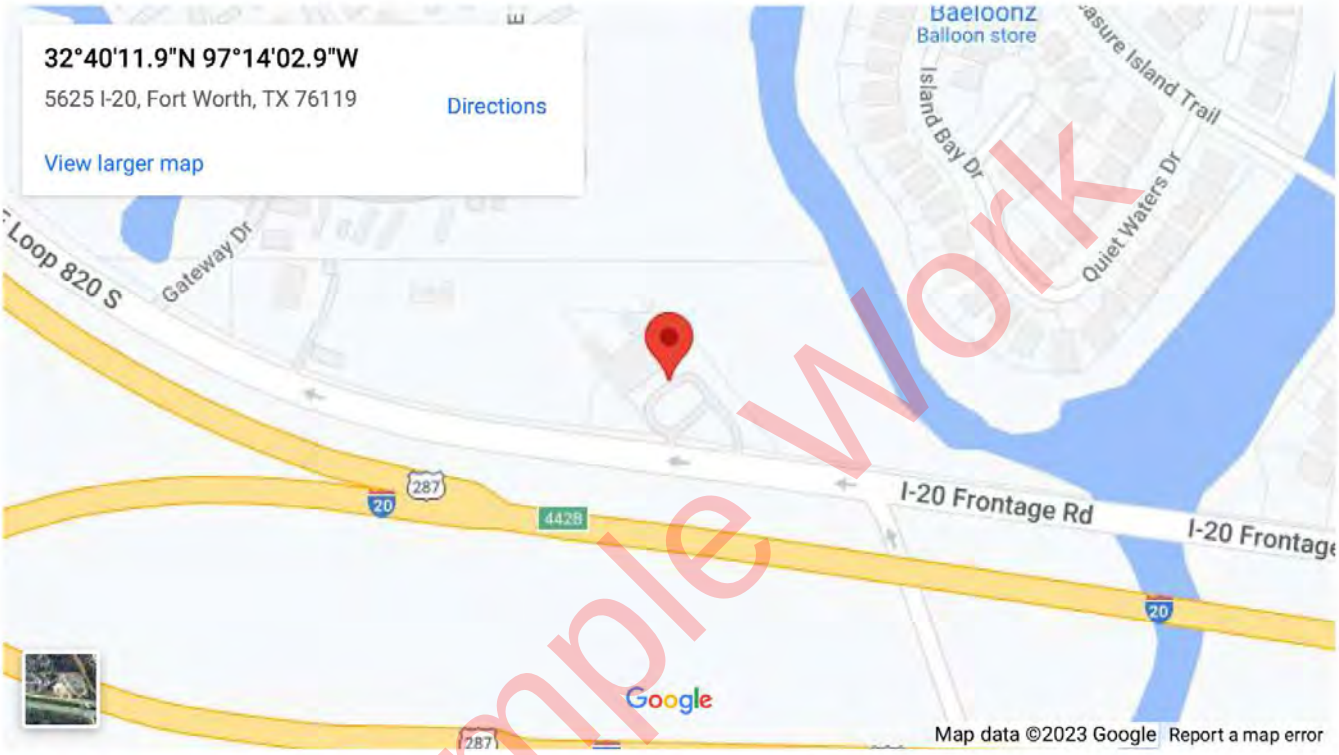
ADDENDUM D

Property Information

Sample Work

Account: 06146813
Address: 5625 E IH 20

Location



This map, content, and location of property is provided by Google Services.

Sample Work

Address: 5625 E IH 20
City: FORT WORTH
Georeference: 32884-1-1
Neighborhood Code: POSTWOOD BUSINESS PARK
Latitude: 32.6699664529
Longitude: -97.2341393518
TAD Map: 2078-364
MAPSCO: TAR-093Q

Property Data

Legal Description: POSTWOOD BUSINESS PARK Block 1 Lot 1
Jurisdictions:
CITY OF FORT WORTH
TARRANT COUNTY
TARRANT REGIONAL WATER DISTRICT
TARRANT COUNTY HOSPITAL
TARRANT COUNTY COLLEGE
FORT WORTH ISD
State Code: F1
Year Built: 1987
Personal Property Account:
Agent: None
Site Number: 80543499
Site Name: THE TREE PLACE
Site Class: RETGen - Retail-General/Specialty
Parcels: 1
Primary Building Name: THE TREE PLACE / 06146813
Primary Building Type: Commercial
Gross Building Area+++**:** 8,320
Net Leasable Area+++**:** 8,320
Land Sqft*: 43,560
Land Acres*: 1.0000
Pool: N

Notice Sent: 1/1/1900
Notice Value: $0

Sample Work

Protest Deadline: 1/1/1900
Rendition Received: 1/1/1900
Rendition Worked: Y
Rendition Extension Date: 1/1/1900
Rendition Penalty: Y

+++ Rounded
* This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

Owner Information

Current Owner:
ELLIOTT AND LILLIAN LLC

Primary Owner Address:
1914 SADDLEHORN LN
MANSFIELD, TX 76063

Deed Date: 7/10/2014
Deed Volume: 0000000
Deed Page: 0000000
Instrument: D214148225

Previous Owners:

Name	Date	Instrument	Deed Volumne	Deed Page
FIRST FINANCIAL BANK NA	8/6/2013	D214039065	0000000	

Sample Work

0000000

Name
SE FT WORTH MAJESTIC BUILDING
Date
3/12/2010
Instrument
D210059484
Deed Volumne
0000000
Deed Page
0000000

Name
MAJESTIC TEXAS PROPERTIES LP
Date
3/11/2010
Instrument
D210057527
Deed Volumne
0000000
Deed Page
0000000

Name
Y & D BEVERAGE INC
Date
12/12/2005
Instrument
D206005364
Deed Volumne
0000000
Deed Page
0000000

Sample Work

Name
TRIPLE SEVEN STORES INC
Date
7/14/2000
Instrument
00144320000172
Deed Volumne
0014432
Deed Page
0000172

Name
DRAPER JAMES E ETAL
Date
4/24/1989
Instrument
00095770001297
Deed Volumne
0009577
Deed Page
0001297

Name
DRAPER JAMES E ETAL
Date
3/26/1987
Instrument
00088850000001
Deed Volumne
0008885
Deed Page
0000001

Name

Sample Work

LOU GRANTGES CO

Date
1/1/1987

Instrument
00000000000000

Deed Volumne
0000000

Deed Page
0000000

$ Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. Tarrant County Tax Office Account Information

Year
2023

Improvement Market
Pending

Land Market
Pending

Total Market
Pending

Total Appraised+
Pending

Year
2022

Improvement Market
$480,369

Land Market

Sample Work

$65,340

Total Market

$545,709

Total Appraised+

$545,709

Year

2021

Improvement Market

$469,660

Land Market

$65,340

Total Market

$535,000

Total Appraised+

$535,000

Year

2020

Improvement Market

$434,660

Land Market

$65,340

Total Market

$500,000

Total Appraised+

$500,000

Year

2019

Improvement Market

$392,629

Land Market

$57,371

Total Market

Sample Work

$450,000

Total Appraised+

$450,000

Year

2018

Improvement Market

$334,660

Land Market

$65,340

Total Market

$400,000

Total Appraised+

$400,000

Pending indicates that the property record has not yet been completed for the indicated tax year

+ Appraised value may be less than market value due to state-mandated limitations of value increases

Exemptions

There are no exemptions for this property

Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older

CONTACT

Tarrant Appraisal District

2500 Handley-Ederville Road

Sample Work

Fort Worth, Texas
76118-6909

(817) 284-0024

BUSINESS HOURS

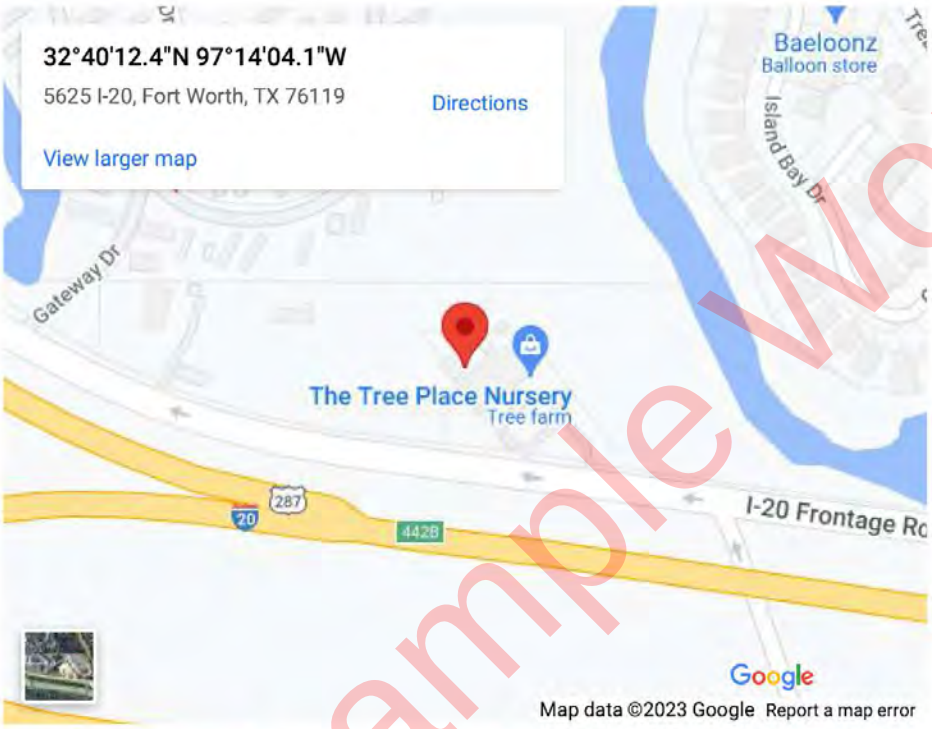
Monday - Friday
8:00am - 5:00pm

© 2023 Tarrant Appraisal District

Sample Work

Account: 40389294
Address: 5501 E IH 20

Location



This map, content, and location of property is provided by Google Services.

Sample Work

Address: 5501 E IH 20
City: FORT WORTH
Georeference: 32884-1-3
Neighborhood Code: POSTWOOD BUSINESS PARK
Latitude: 32.6701220459
Longitude: -97.2344827124
TAD Map: 2078-364
MAPSCO: TAR-093Q

Property Data

Legal Description: POSTWOOD BUSINESS PARK Block 1 Lot 3
Jurisdictions:
CITY OF FORT WORTH
TARRANT COUNTY
TARRANT REGIONAL WATER DISTRICT
TARRANT COUNTY HOSPITAL
TARRANT COUNTY COLLEGE
FORT WORTH ISD
State Code: F1
Year Built: 2005
Personal Property Account:
Agent: None
Site Number: 80857507
Site Name: DESIGNS IN NATURE
Site Class: WHStorage - Warehouse-Storage
Parcels: 1
Primary Building Name: DESIGNS IN NATURE FENCED / 40389294
Primary Building Type: Commercial
Gross Building Area+++**:** 2,400
Net Leasable Area+++**:** 2,400
Land Sqft*: 299,998
Land Acres*: 6.8870
Pool: N

Notice Sent: 1/1/1900
Notice Value: $0

Sample Work

Protest Deadline: 1/1/1900
Rendition Received: 1/1/1900
Rendition Worked: Y
Rendition Extension Date: 1/1/1900
Rendition Penalty: Y

+++ Rounded
* This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

Owner Information

Current Owner:
ELLIOTT & LILLIAN LLC

Primary Owner Address:
1914 SADDLEHORN LN
MANSFIELD, TX 76063

Deed Date: 9/4/2009
Deed Volume: 0000000
Deed Page: 0000000
Instrument: D209245779

Previous Owners:

Name	Date	Instrument	Deed Volumne	Deed Page
HAFKESBRING NOELLE;HAFKESBRING ROBT III	1/1/2003	00000000000000	0000000	

Sample Work

0000000

$ Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. Tarrant County Tax Office Account Information

Year
2023
Improvement Market
Pending
Land Market
Pending
Total Market
Pending
Total Appraised+
Pending

Year
2022
Improvement Market
$170,016
Land Market
$149,999
Total Market
$320,015
Total Appraised+
$320,015

Year

Sample Work

2021

Improvement Market

$170,016

Land Market

$149,999

Total Market

$320,015

Total Appraised+

$320,015

Year

2020

Improvement Market

$132,892

Land Market

$149,999

Total Market

$282,891

Total Appraised+

$282,891

Year

2019

Improvement Market

$132,892

Land Market

$149,999

Total Market

$282,891

Total Appraised+

$282,891

Year

2018

Improvement Market

Sample Work

$82,411

Land Market

$149,999

Total Market

$232,410

Total Appraised+

$232,410

Pending indicates that the property record has not yet been completed for the indicated tax year

+ Appraised value may be less than market value due to state-mandated limitations of value increases

Exemptions

There are no exemptions for this property

Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older

Sample Work

CONTACT

Tarrant Appraisal District
2500 Handley-Ederville Road
Fort Worth, Texas
76118-6909

(817) 284-0024

BUSINESS HOURS

Monday - Friday
8:00am - 5:00pm

© 2023 Tarrant Appraisal District

Sample Work

TEXAS ★ APPRAISAL TEAM

For your Valuation and Consulting Needs

January 28, 2020

Elliott & Lillian LLC
1914 Saddlehorn Ln.
Mansfield, TX 76063

City of Fort Worth Project:	CFW Project# 100995 Lake Arlington Lift Station and Force Main
Property Identification:	Parcel 20
Tax Records Address:	5501 E IH 20

Dear Property Owner:

The City of Fort Worth has approved the Lake Arlington Lift Station and Force Main project in Tarrant County, Texas. The City of Fort Worth is now proceeding with the acquisition of easements for the project. Texas Appraisal Team has been retained to perform real estate appraisals of certain properties identified to be part of the project.

According to the tax records of Tarrant County, you are an owner/representative of the above-referenced property, which has been identified as part of the proposed public project. Texas Appraisal Team has been asked to appraise your property as identified on the project maps. For your information, we have included a copy of the project depicting your property as it has been provided to us.

In order to proceed with the appraisal, we would like to speak with you about the property at your earliest convenience. We are also available to meet with you to inspect the property and to discuss the appraisal process. We would like to schedule an inspection time with you as soon as possible to visually inspect the property, and to take measurements and photographs.

Please contact Aaron H. Wright, MAI at (972) 268-6695 ext. 103 or via email at,aaron@txateam.com to schedule a specific time to meet.

Please also complete the attached owner information sheet and send it by e-mail it to the address shown above. You can also send it by regular mail to the Venus address shown at the bottom of this page. Your prompt attention to this matter will be greatly appreciated. We look forward to hearing from you or your representatives, and we appreciate your cooperation.

Sincerely,
TEXAS APPRAISAL TEAM

Aaron H. Wright, MAI
Director - Appraiser

Matthew A. Sims
Appraiser

EXPERTISE WHEN IT COUNTS

717 Cordes Drive
Venus, Texas 76084
Office: 972-268-6695
Texasateam.com

Sample Work

Property Owner Information

Please complete the following information and return by email to Aaron H. Wright, MAI at aaron@txateam.com.

Owner per Tax Records
Elliott & Lillian LLC
1914 Saddlehorn Ln.
Mansfield, TX 76063

Project and Property Information

City of Fort Worth Project:	CFW Project# 100995 Lake Arlington Lift Station and Force Main
Property Identification:	Parcel 20
Tax Records Address:	5501 E IH 20

The information on this page is used strictly for this project, and is not distributed to outside parties or databases. Additional information is needed to assist in the appraisal process and for negotiations. Please provide the best person to contact in regards to the property described above.

Print Name _____ Telephone Number _____

Address _____ Alternate Phone Number _____

City, State, Zip Code _____ E-mail. _____

Please check and complete the following.

☐ I am the property owner ☐ or representative ☐ of the property described above and by the enclosed map.

- How long have you owned the property? _____
- Is the property listed for sale ☐ or under contract ☐ to sell? ☐Yes ☐No

☐ I grant permission for The Texas Appraisal Team to enter on my property, as identified above and on the enclosed property map, for the purpose of appraising my property in connection with the construction of the above identified project.

☐ I would like to have myself ☐ or have my property representative ☐ accompany The Texas Appraisal Team during his inspection of my property.

☐ I am **not** the owner of the property as described by the enclosed project map.

Signature _____ Date _____

The above information is used strictly for this project, and is not distributed to outside parties or databases.

Sample Work

Taken from: IH 20 Frontage Road Northwest towards property.

Taken from: IH 20 North towards proposed easement.

Sample Work

Taken from: IH 20 Frontage Road North towards easement.

Taken from: IH 20 North towards whole property.

Sample Work

Taken from: IH 20 Frontage Road North towards easement.

Taken from: IH 20 North towards whole property.

Sample work

Sample Work

Sample Work

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-506

MEETING OF SEPTEMBER 17, 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: **RFQ 24-01, Selection 7-Contract with Olsson for Grant Writing Services for and EPA Community Change Grant, and approval to apply for the Grant**

RECOMMENDATION:
Staff recommends approval of a contract with Olsson to provide grant writing services on an application for an EPA Community Change Grant for improvements to Lake Fayetteville, trails surrounding the Lake, and upstream watershed improvements.

Staff also recommends approval of the Mayor to take all actions necessary to apply for the grant, including executing agreements with partners per grant requirements.

BACKGROUND:
Olsson was selected to develop grant planning, monitoring, and strategy tools for the city. This project included a review of existing capital plans to identify priority projects that may be eligible for grant programs, and development of a strategy to fund priority projects.

During development of the strategy and prioritization document, the EPA Community Change Grant, for which applications are currently being accepted, was identified as a fit for improvements in and around Lake Fayetteville. The need for these improvements has been identified in multiple studies. Two separate studies completed recently have identified the need for:

1. Improvements to the spillway, to meet permitting requirements and reduce the risk of dam failure.
2. Water quality improvements in the lake itself and in the upstream watershed, to improve water quality in the lake and to prevent sediment and associated nutrients from entering the lake.

In addition to these items, trail improvements and improvements to the docks and marina areas have been identified as potential eligible activities to be funded by this grant.

The EPA Community Change Grant has no match requirement and has a rolling application period that is open until November 21, 2024.

DISCUSSION:

Olsson's work under this contract will include:

- Review the Notice of Funding Opportunity (NOFO)
- Confirm project components to be included in proposal
- Confirm City's key points of contact for identified project components
- Confirm required community-based nonprofit partnership(s) and point of contact
- Identify key individuals/organizations for letters of support/engagement
- Develop a complete Track I application in compliance with Section IV.B of the Notice of Funding Opportunity, including:
    1. Executive Summary
    2. Project Workplan
    3. Project Budget
    4. Partnership Agreement(s)
    5. Project Area Map
    6. Community Engagement and Collaborative Governance Plan
    7. Community Strength Plan
    8. Readiness Approach
    9. Compliance Plan
    10. Develop letter of support template(s)
    11. Coordinate with partners on proposal elements related to the stream, riparian, prairie, and wetland restoration outside of the Lake Fayetteville area

Secondly, a partnership agreement with a non-profit is a requirement of a grant; approval for the Mayor to sign this and any other necessary agreements or take any other actions to meet grant application requirements is also requested.

BUDGET/STAFF IMPACT:
Funds for this contract will be taken from the Lake Fayetteville Contractual Services project in the Sales Tax Capital Improvement Fund.

ATTACHMENTS: SRF (#3), EPACC Grant Writing Contract (#4), Lake Fayetteville Components (#5)

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

File #: 2024-506

RFQ 24-01, Selection 7-Contract with Olsson for Grant Writing Services for and EPA Community Change Grant, and approval to apply for the Grant

RESOLUTION TO AWARD RFQ #24-01 SELECTION #7 AND APPROVE A CONTRACT WITH OLSSON IN AN AMOUNT NOT TO EXCEED $45,000.00 FOR GRANT WRITING SERVICES FOR AN EPA COMMUNITY CHANGE GRANT, AND TO AUTHORIZE THE MAYOR TO APPLY FOR AND ACCEPT THE GRANT

WHEREAS, Olsson was selected to develop grant planning, monitoring, and strategy tools for the City, which included review of existing capital plans to identify priority projects that may be eligible for grant programs and developing a strategy to fund priority projects; and

WHEREAS, during development of the strategy and prioritization document, the EPA Community Change Grant was identified as a fit for improvements in and around Lake Fayetteville and the need for these improvements has been identified in multiple studies; and

WHEREAS, activities that may be eligible to be funded by this grant include improvements to the spillway, water quality improvements in the lake and upstream watershed, trail improvements, and improvements to the docks and marina areas.

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 awards RFQ #24-01 Selection #7 and authorizes Mayor Jordan to sign a contract with Olsson in an amount not to exceed $45,000.00 for grant writing services for an EPA Community Change Grant.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to apply for the EPA Community Change Grant, to sign a partnership agreement with an appropriate nonprofit organization as required by the grant, and to execute any other documents required to accept the grant if awarded.

City of Fayetteville Staff Review Form

2024-506

Item ID

9/17/2024

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

Matt Casey	8/29/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a contract with Olsson to provide grant writing services on an application for an EPA Community Change Grant for improvements to Lake Fayetteville, trails surrounding the Lake, and upstream watershed improvements.

Staff also recommends approval of the Mayor to take all actions necessary to apply for the grant, including executing agreements with partners per grant requirements

Budget Impact:

4470.090.8900-5315.00	Sales Tax Capital Improvement Fund
Account Number	Fund
23005.1	Lake Fayetteville Water Quality Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	500,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	500,000.00
Does item have a direct cost?	Yes	Item Cost	$	45,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	455,000.00

V20221130

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

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

Original Contract Number: _____

Comments:

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON INC.

EPACC GRANT WRITING

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 Olsson, Inc. (hereinafter called ENGINEER).

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

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

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 Public Works Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Public Works Director 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. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$45,000.00.** The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

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:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$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 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.

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 The CITY OF FAYETTEVILLE acknowledges the Engineer's plans and specifications, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless the Engineer is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

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

ENGINEER's address:
3537 N. Steele Blvd, Suite 310
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 provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

7.6.2 Pursuant to Ark. Code Ann. § 25-19-105(b)(20), the personal information of City water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER'S employees as required to fulfill the terms of this agreement.

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	OLSSON, INC.
By :_____	By: Brad B Hammond
Mayor, Lioneld Jordan	Brad B. Hammond, P.E.
ATTEST:	
By:_____	Title: Vice President/Local Area Leader
City Clerk	

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Appendix A
Environmental Protection Agency (EPA) Inflation Reduction Act Community Change Grant Writing

Funding Opportunity Number: EPA-R-OEJECR-OCS-23-04
Assistance List Number: 66.616

Scope of Work for Grant Writing

Project Management

- Project Start Date – September 18
- Project End Date – November 15

Grant Writing Kickoff Workshop
Objective: To align project stakeholders on objectives and approach for a Track I application to the EPA's Community Change Grant Program for Lake Fayetteville water quality, watershed and stream restoration, and associated multi-modal transportation projects.

Scope of Work
1-Hour Kick-off Meeting – Date To Be Determined

- Review EPA Community Change Notice of Funding Opportunity (NOFO)
- Confirm project components to be included in proposal
- Confirm City's key points of contact for identified project components
- Confirm required community-based nonprofit partnership(s) and point of contact
- Identify key individuals/organizations for letters of support/engagement
- Review and confirm proposal development timeline

Grant Writing

EPA Community Change Proposal Development
Objective: To develop a complete proposal for the EPA's Inflation Reduction Act Community Change Grant.

Scope of Work
Communication and Project Management:

- Bi-weekly check-in with City's project lead(s) following initial kick-off meeting. Schedule:
    - September 25
    - October 9
    - October 23
    - November 6

Proposal Development:

- Develop complete Track I application in compliance with Section IV.B of the Notice of Funding Opportunity, including:
    - Executive Summary
    - Project Workplan[1]
    - Project Budget[2]
    - Required Attachments
        - Partnership Agreement
        - Project Area Map
        - Community Engagement and Collaborative Governance Plan
        - Community Strength Plan
        - Readiness Approach
        - Compliance Plan
- Develop letter of support template(s)
- Coordinate with the Watershed Conservation Resource Center on proposal elements related to the stream, riparian, prairie, and wetland restoration outside of the Lake Fayetteville area

Oral Presentation

Applicants for Track I whose applications score well following the written application review will be invited to participate in an oral presentation with representatives from the EPA. Applicants have an opportunity to share information about the community-oriented nature of their projects and how they will successfully implement the grant. Upon notification of selection for an oral presentation by EPA, Olsson will:

- Develop a 45-minute presentation based on evaluation criteria outlined in Section V of the NOFO
- Lead one (1) presentation practice session

[1] Olsson will coordinate with the Watershed Conservation Resource Center on project descriptions and associated narrative elements (i.e. maps, narrative text, public engagement strategies and results) relevant to the stream, riparian, prairie, and wetland restoration outside of the Lake Fayetteville area. Olsson will incorporate these elements into the complete proposal.

[2] Olsson will coordinate with the Watershed Conservation Resource Center of budget elements (engineering and permitting costs, preliminary engineering and design, materials, construction, etc.) relevant to the proposed stream, riparian, prairie, and wetland restoration projects outside of the Lake Fayetteville area.

Compensation

Time and Materials, Not to Exceed

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson’s Scope of Services will be provided on a time-and-expense basis not to exceed $45,000.

Olsson 2024 Billing Rate Schedule

Description	Range		
Principal	$140.00	-	$463.00
Project Manager	$129.00	-	$274.00
Project Professional	$95.00	-	$242.00
Assistant Professional	$71.00	-	$178.00
Designer	$90.00	-	$216.00
CAD Operator	$59.00	-	$137.00
Administrative/Clerical	$47.00	-	$206.00
Survey	$56.00	-	$210.00 *
Construction Services	$49.00	-	$279.00 *

Note:

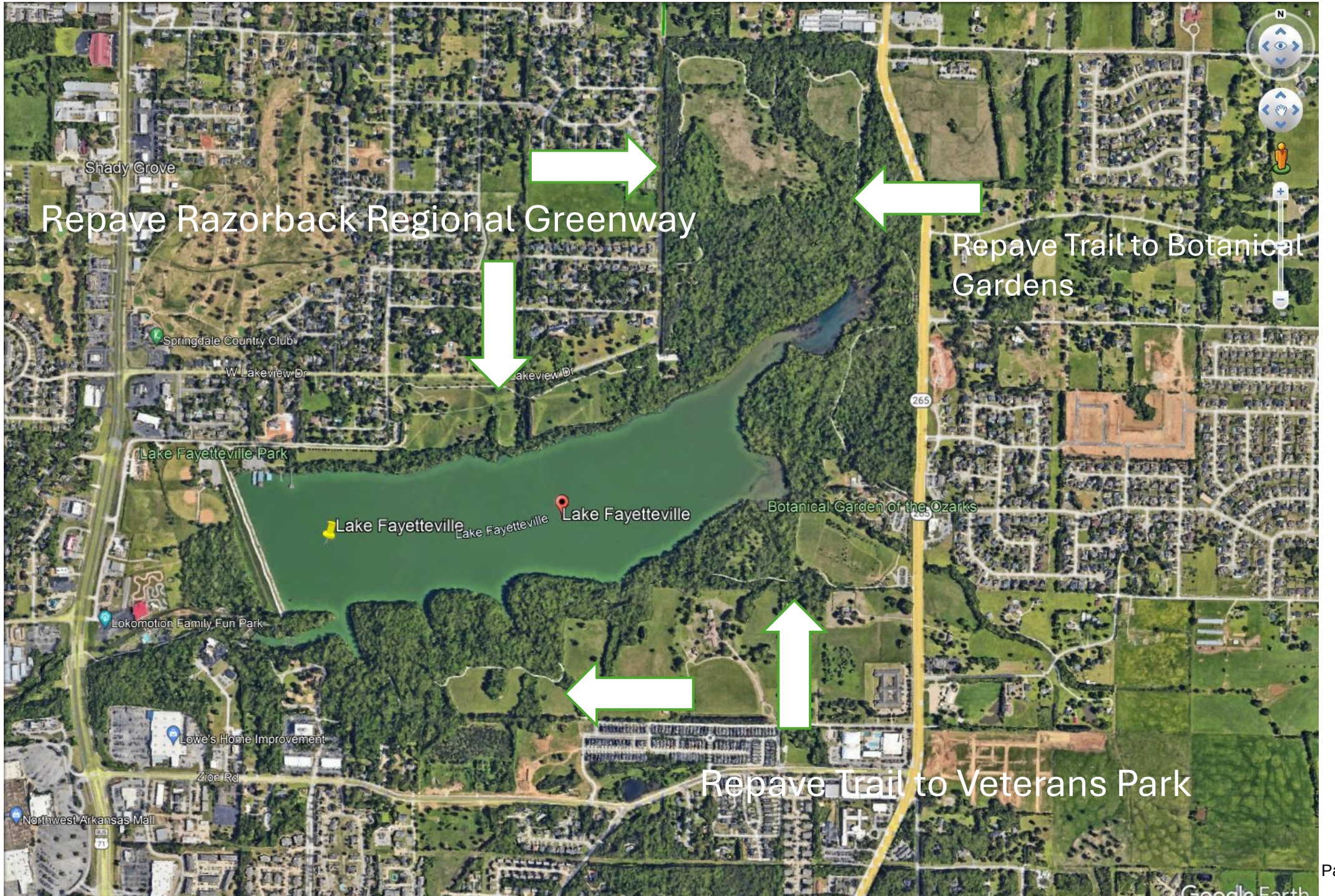
1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

City of Fayetteville

- 2024 EPA Community Change Program
- Track I: Community Driven investments for Change
- $10-20M Request
- Preliminary Proposed Request $19.53M

Lake Fayetteville – Active Transportation

1. Provide lighting on Razorback Regional Greenway
   - Entire north side of Lake, from parking lot to Powell Street in Springdale
   - Visionaire Trail Lights – 120 lights @ $5,000 each (installed) = $600,000
2. Replace existing 10’ wide asphalt trail with 12’ concrete
   - Razorback Regional Greenway from North Shore Disc Golf to Powell Street in Springdale
     - 6,800 LF @ $200/LF = $1,360,000 (included demo of asphalt and installation)
   - Trail section from Razorback Regional Greenway to Botanical Gardens
     - 8,200 LF @ $200/LF = $1,640,000 (includes demo of asphalt and installation)
   - Trail from Botanical Gardens to Veterans Park (south side of lake)
     - 7,150 LF @ $200/LF = $1,430,000
     - This section is in pretty good shape but if funds could be awarded a concrete trail is preferred.
- **Total = $5,030,000**


Repave Razorback Regional Greenway
Repave Trail to Botanical Gardens
Repave Trail to Veterans Park
Shady Grove
Springdale Country Club
W Lakeview Dr
Lake Fayetteville Park
Lake Fayetteville
Lake Fayetteville
Lake Fayetteville
Botanical Garden of the Ozarks
Lokomotion Family Fun Park
Lowe's Home Improvement
Zion Rd
Northwest Arkansas Mall
265
Google Earth

Lake Fayetteville – Lake Components

- Components developed from Spillway Report and Lake Assessment
  1. Alum Treatment
  2. Wetland within the Lake Environs
  3. Sedimentation Basin
  - Subtotal = $7.5M
  4. Spillway Improvements
  - Subtotal = $3M
  - **Total = $10.5M**

Figure 6. Wetland and Channel Construction.

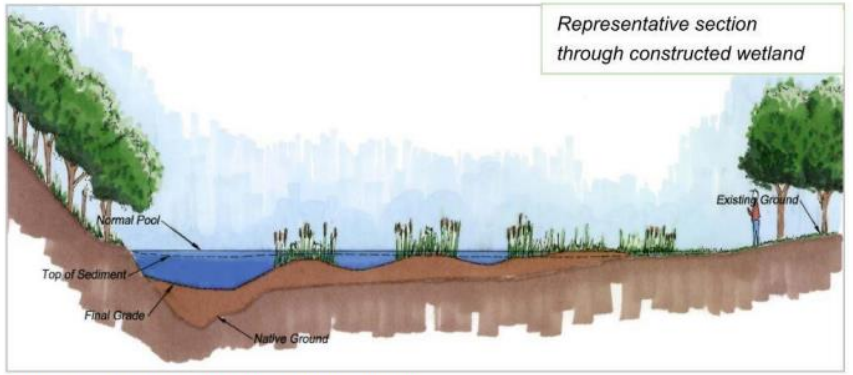
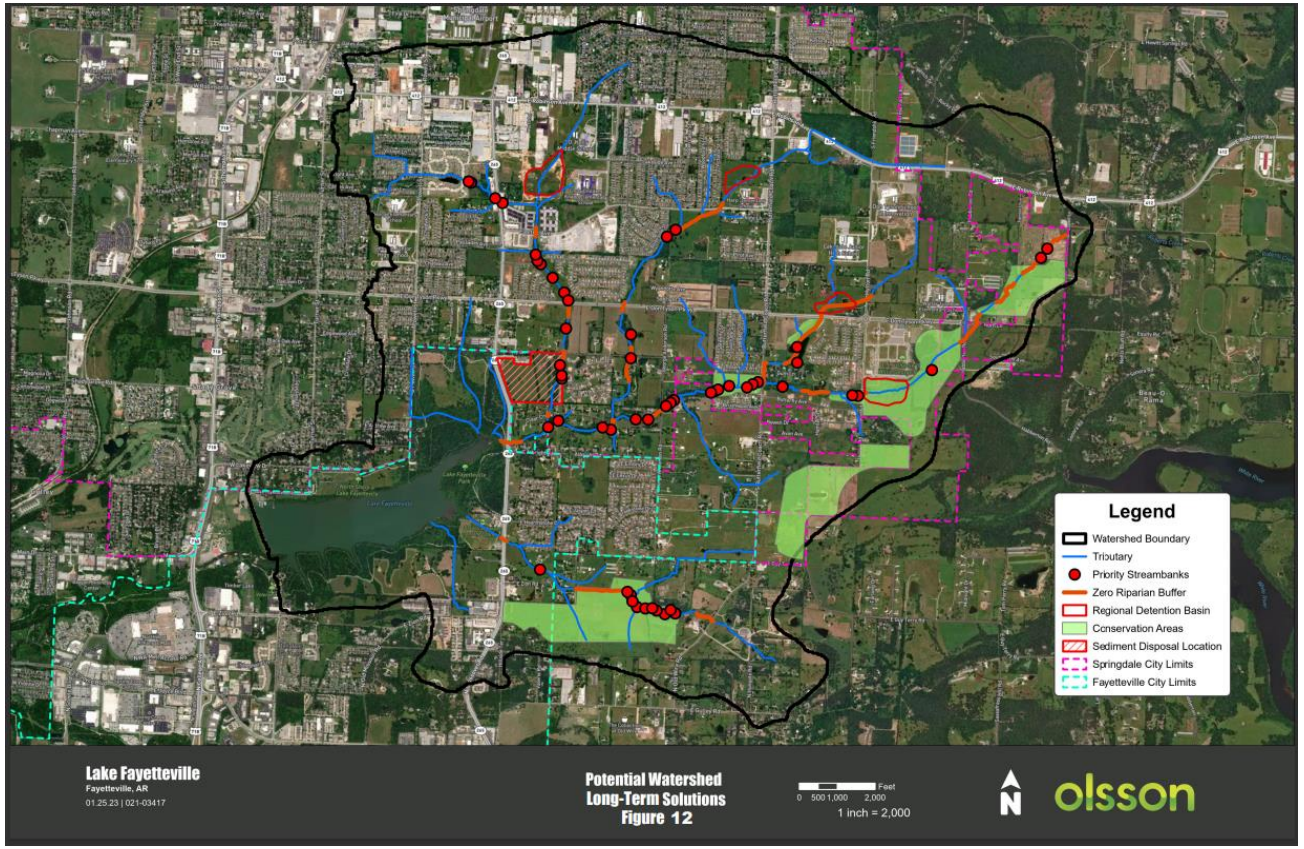


Figure 5. Wetland and Channel Cross-section.

Lake Fayetteville – Watershed Components

- Components developed from Lake Fayetteville Water Quality Study
    1. Riparian Corridor
    2. Land Acquisition
    3. Detention Area Management
    - **Total = $4M**



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-430

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

SUBJECT: **Approval of Amendment 4 to the Stormwater Feasibility Study professional services contract with Jacobs in an amount not to exceed $92,780 (total contract amount $675,722)**

RECOMMENDATION:
Staff recommends approval of Amendment 4 to the Stormwater Feasibility Study professional services contract with Jacobs in an amount not to exceed $92,780 (total contract amount $675,722).

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with management of its stormwater utility system. These issues stem from many sources including, but not limited to, compliance with the mandated Municipal Separate Stormwater System (MS4) requirements, aging infrastructure, maintenance of system capacity, personnel to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. To address these concerns, the City has historically funded the stormwater program through the Sales Tax Capital Improvement Program (CIP) and the Street Fund for capital and operational/maintenance functions, respectively. However, there are many needs within the City that require funding from these sources and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater management within the City. To develop a comprehensive solution, additional funding is required for personnel and equipment as well as multiple capital projects, many of which will require more than $1 million dollars for each project. Given the current levels, it would take many years to address just one of those projects.

In June 2018, the City Council recognized these needs and approved a consultant contract for a feasibility study (Resolution 131-18) and amended that agreement on two occasions (Resolutions 209-19 and 250-19) to provide additional investigation and details. That study was completed in August 2019 and updated in 2022 with more recent program costs, impervious area and associated fees. The Council also passed a resolution of intent to establish a stormwater utility in July 2022 (Resolution 157-22) and another resolution of intent in May 2024 (Resolution 143-24) which also approved an additional $150,000 in funding toward the project.

DISCUSSION:
As stated in May of this year, the additional $150,000 authorized development of the billing database and billing tool that would allow property owners and residents to view their proposed fee as a portion of the continued public outreach efforts. While that effort has begun, staff proposes to engage Jacobs with a contract amendment to perform portions of this work as noted in the attached agreement. This includes aiding the City with the creation of the billing database and public parcel lookup tool as well as the future recalculation of impervious area to create the baseline in 2025 should the Council decide to move forward with creating the

utility by adopting Chapter 52.

BUDGET/STAFF IMPACT:
Of the previously allocated $150,000, staff proposes an amendment with Jacobs in the amount of $92,780. The additional funding will be used for staff time and future agreements if necessary.

ATTACHMENTS: SRF (#3), Stormwater Funding Study Contract Amendment 4 (#4), 131-18 Resolution (#5), 209-19 Resolution (#6), 250-19 Resolution (#7), 157-22 Resolution (#8), 143-24 Resolution (#9)

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

File #: 2024-430

Approval of Amendment 4 to the Stormwater Feasibility Study professional services contract with Jacobs in an amount not to exceed $92,780 (total contract amount $675,722)

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED $92,780.00

WHEREAS, on August 15, 2017, the City Council passed Resolution 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study; and

WHEREAS, on June 4, 2018, the City Council approved Resolution 131-18, authorizing a contract with CH2M Hill Engineers, Inc., now known as Jacobs Engineering Group, Inc., to evaluate the feasibility of creating a stormwater utility program; and

WHEREAS, on September 17, 2019, the City Council approved Resolution 209-19 approving Amendment No. 1 for additional travel and labor expenses; and

WHEREAS, on November 5, 2019, the City Council approved Resolution 250-19, approving Amendment No. 2 for additional serviced related to the development of final recommendations for the creation of a stormwater utility; and

WHEREAS, on July 5, 2022, the City Council approved Resolution 157-22 that expressed its intent to establish a stormwater utility for the purposes of funding needed stormwater and flood management water quality projects through a monthly stormwater fee to be paid by most property owners in Fayetteville; and

WHEREAS, on May 21, 2024, the City Council approved Resolution 143-24 again expressing its intent to enact a stormwater utility ordinance and establish a stormwater management and water quality fund, and authorized additional services related to implementation and public outreach; and

WHEREAS, additional funding is requested for assistance with the creation of the billing database and public parcel lookup tool as well as the future recalculation of impervious area to create the baseline.

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. 4 to the Professional Services Agreement with Jacobs Engineering, Inc., a copy of which is attached to this Resolution, in an amount not to exceed $92,780.00.

City of Fayetteville Staff Review Form

2024-430

Item ID

9/3/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown	8/8/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Amendment 4 to the Stormwater Feasibility Study professional services contract with Jacobs in an amount not to exceed $92,780 (total contract amount $675,722)

Budget Impact:

1010.090.6600-5314.00	General Fund
Account Number	Fund
17008.1	Stormwater Utility Feasibility Study
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	202,685.00
		Expenses (Actual+Encum)	$	52,684.64
		Available Budget	**$**	**150,000.36**
Does item have a direct cost?	Yes	Item Cost	$	92,780.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**57,220.36**

V20221130

Purchase Order Number:	2018-498	**Previous Ordinance or Resolution #**	131-18,209-19,250-19,
Change Order Number:	4	**Approval Date:**	
Original Contract Number:	2018-23		

Comments:

City of Fayetteville, Arkansas
Flood Management and Water Quality Funding Program Implementation – Amendment

Client:	City of Fayetteville, Arkansas	PCN no.:	001
Project name:	Phase III of the Flood Management and Water Quality Funding Program	Date:	7/15/2024
Project number: D3320601		Attention:	Alan Pugh

Description of change: Amendment to provide additional Customer Billing Database Support

Change requested by: City of Fayetteville, Arkansas Date of request: 7/15/2024

Scope Definition

Additional Subtasks for Customer Billing Database

Task 1. Billing Database (August – October 2024)

In this task, CH2M HILL Engineers Inc. (CH2M HILL) will work with the City's Information Technology and Utility Departments to create a lookup tool application in ArcGIS Online (AGOL) that will allow citizens to search by address, parcel owner name and/or parcel number and provide their estimated stormwater fee and impervious area calculations for their parcel.

Task 1 Deliverables and Assumptions

- AGOL lookup tool
- TM Guide on creating AGOL Look Up Tool

Task 1 Assumptions

- CH2M HILL will be given access to AGOL/Portal via a login

Task 2 Process Workflow for Updates (November- April 2025)

In this task, CH2M HILL will work with City staff to 1) document the workflow process for incorporating utility data changes to the GIS and vice versa for the customer billing database and 2) automate this process to the extent possible. This task will consist of two in-person workflow meetings (Burhan, Tanya, GIS/IT team). The first meeting will be a chartering meeting to determine existing workflows and database configuration for the GIS and utilities department and to determine the path forward for automating (where possible) sewer and parcel updates. The second meeting will be to test the established workflow and provide training to appropriate staff for executing updates to the billing database.

Under this task up to three scripts will be created, one for each of the following workflows:

- Customer Billing Database/GIS database integration (to the extent possible)
- Script for parcel updates
- Script for utility updates

Task 2 Deliverables

- SQL stored procedure or python script
- TM and documentation for scripts

Task 2 Assumptions

- There will be up to two in-person meetings in addition to bi-weekly status calls.
- During the task chartering meeting, The City will determine the frequency of the parcel and utility database updates for script.
- This task will not exceed 300 hours (this includes time for meetings, scripting, testing, and rescripting).
- CH2M HILL will provide up to 24 hours of ad hoc support within the first year of the scripts being executed.

Task 3. Recalculate IA (May 2025- August 2025)

The objective of this task is to, where needed, re-relate the new impervious area (IA) imagery to the parcel layer to updated utility database to capture changes since original database was created. From this, the customer billing database will be refined with new IA calculations.

Task 3 Deliverables

- Geodatabase of updated parcel layer with new IA calculations
- TM of IA recalculation process

Task 3 Assumptions

- The City will QA/QC and deliver new IA data
- The City will provide the IA data in vector format

Task 4 Overall Project & Quality Management (June 2024-August 2025)

The objective of this task is to recharter the project by defining the individual project roles, points of contact and project controls for the next 24 months. This includes managing, coordinating and proactively communicating the status of project resources, schedule, and budget.

Task 4 Deliverables and Assumptions

- 12 monthly invoices and progress reports.
- Bi-weekly or monthly status calls, including an agenda, updated schedule, and action items.

Task 4 Assumptions

- Additional scope or tasks will be documented via a change order and/or amendment.

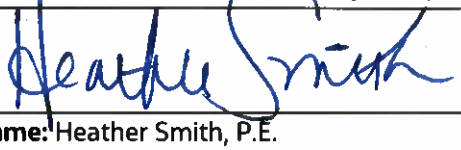
Attachment A: Cost Breakdown for Tasks

Task 1	Billing Database	$13,540
Task 2	Process Workflow Updates	$57,500
Task 3	Recalculate IA	$13,000
Task 4	Project Management	$5,940
Travel	Additional travel (currently have $8,200)	$1,800
General Expenses		$1000
Total		**$92,780**

Attachment B: Timeline

	Jun 24	July 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	July 25	Aug 25
Parcel Linking															
Customer Billing Database															
Process Workflow Updates															
Recalculate IA															
Project Mgmt.															

Article C. Authorization:

Accepted for CLIENT by:	Accepted for Jacobs Engineering Group Inc. by:
	
Name:	**Name:** Heather Smith, P.E.
Title:	**Title:** Principal Project Manager

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

Resolution: 131-18

File Number: 2018-0267

STORMWATER UTILITY STUDY CONTRACT:

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., PURSUANT TO RFQ 18-02, IN AN MOUNT NOT TO EXCEED $229,222.00 FOR A STORMWATER UTILITY FEASIBILITY STUDY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional services agreement with CH2M Hill Engineers, Inc., pursuant to RFQ 18-02, in an amount not to exceed $229,222.00 for a stormwater utility feasibility study.

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

PASSED and APPROVED on 6/5/2018

Approved:

Lioneld Jordan, Mayor

Attest:

Sondra E. Smith, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 6/5/2018 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 2

STORMWATER UTILITY STUDY CONTRACT:

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., PURSUANT TO RFQ 18-02, IN AN AMOUNT NOT TO EXCEED $229,222.00 FOR A STORMWATER UTILITY FEASIBILITY STUDY, AND TO APPROVE A BUDGET ADJUSTMENT

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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

2018-0267

Legistar File ID

6/5/2018

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

Chris Brown	5/15/2018	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the Stormwater Feasibility Study professional services contract with CH2M Hill Engineers, Inc in an amount not to exceed $229,222 and to approve a budget adjustment.

Budget Impact:

1010.090.6600-5314.00	General Fund
Account Number	Fund
17008.1	Stormwater Utility Feasibility Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	200,000.00
		Funds Obligated	$	275.40
		Current Balance	$	**199,724.60**
Does item have a cost?	Yes	Item Cost	$	229,222.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	29,498.00
		Remaining Budget	$	**0.60**

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 175-17

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JUNE 5, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: May 21, 2018

SUBJECT: Approval of the Stormwater Feasibility Study professional services contract with CH2M Hill Engineers, Inc in an amount not to exceed $229,222 and to approve a budget adjustment.

RECOMMENDATION:
Approval of the Stormwater Feasibility Study professional services contract with CH2M Hill Engineers, Inc in an amount not to exceed $229,222 and to approve a budget adjustment.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Sales Tax Capital Improvement Program (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. In order to develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require in excess of $1 million dollars for each project. Given the current funding levels, it would take many years in order to address just one of those projects.

The City Council recognized these needs and expressed the City's intent to move forward with a stormwater feasibility study on August 15, 2017 as noted in resolution 175-17.

DISCUSSION:
Upon approval by the Council in August of last year, staff began working with the purchasing division to draft an appropriate scope of work to go along with a request for professionals to submit their qualifications for consideration. This scope was shared with the Water and Sewer Committee and any comments from the committee were addressed. The RFQ was then published on January 2, 2018 and qualifications were due on or before and February 8, 2018.

The City received statements of qualifications from 7 firms and from these the top 3 were interviewed by the selection committee. Of the top three firms, CH2M Hill was selected as the most qualified and contract negotiations began. It should be noted that CH2M Hill was recently acquired by Jacobs and accordingly some of the following materials reference both firms. Although both are licensed in the state of Arkansas, the contract itself would be with CH2M Hill Engineers Inc.

Subsequent to the selection of CH2M Hill as the most qualified firm, staff has worked to develop a contract that meets the expectations of the Administration and the City Council. This contact is attached for your consideration. Although it does slightly exceed the original approved amount, staff feels that all aspects are necessary for a thorough and complete study. This includes a robust public outreach program as well as the financial analysis and other aspects required to complete the study. It will also provide the platform should Council decide to move forward with implementation of the stormwater utility. It should be noted that there are also stopping points built into the contract so that at various times throughout the study, staff and CH2M Hill would present the findings to council committee at which time the City would have the option to discontinue the study should it be necessary.

BUDGET/STAFF IMPACT:
The overall cost proposed is $229,222 which does include the opportunity for some additional services should they be required. The council originally set aside $200,000 from the general fund in order to pay for the study. This request also includes a budget adjustment that would provide the additional $29,222 from that same fund, and cover the cost of advertising the request for qualifications, for a total budget adjustment of $29,498.

Attachments:
Resolution 175-17
Stormwater Utility Contract

CH2MHILL

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between CH2M HILL ENGINEERS, INC., ("CH2M HILL"), and

CITY OF FAYETTEVILLE, ARKANSAS ("CITY")

for a PROJECT generally described as: Stormwater Utility Feasibility Study

ARTICLE 1. SCOPE OF SERVICES AND FEE

CH2M HILL will perform the Scope of Services at the Fee set forth in Attachment B.

ARTICLE 2. COMPENSATION

CITY will compensate CH2M HILL at rate schedule set forth in Attachment A. Work performed under this AGREEMENT may be performed using labor from affiliated companies of CH2M HILL. Such labor will be billed to CITY under the same billing terms applicable to CH2M HILL's employees.

ARTICLE 3. TERMS OF PAYMENT

CITY will pay CH2M HILL as follows:

3.1 Invoices and Time of Payment

CH2M HILL will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 RESERVED

ARTICLE 4. OBLIGATIONS OF CH2M HILL

4.1 Standard of Care

The standard of care applicable to CH2M HILL's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M HILL.

4.3 CH2M HILL's Personnel at Construction Site

4.3.1 The presence or duties of CH2M HILL's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 CH2M HILL and CH2M HILL's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M HILL's own personnel.

4.3.3 The presence of CH2M HILL's personnel at a construction site is for the purpose of providing to CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M HILL neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CH2M HILL has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding

procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CH2M HILL makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CH2M HILL's opinions, analyses, projections, or estimates.

4.5 RESERVED

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CH2M HILL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to CH2M HILL's Accounting Records

CH2M HILL will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to CITY during CH2M HILL's normal business hours for a period of 1 year after CH2M HILL's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder.

4.8 CH2M HILL's Insurance

CH2M HILL will maintain throughout this AGREEMENT the following insurance:

(a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.

(b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with $1,000,000 combined single limits.

(c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CH2M HILL or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and in the aggregate.

(d) Professional liability insurance of $1,000,000 per occurrence and in the aggregate.

(e) CITY will be named as an additional insured with respect to CH2M HILL's liabilities hereunder in insurance coverages identified in items (b) and (c) and CH2M HILL waives subrogation against CITY as to said policies.

ARTICLE 5. OBLIGATIONS OF CITY

5.1 CITY-Furnished Data

CITY will provide to CH2M HILL all data obtained within the last five years and currently in CITY's possession relating to CH2M HILL's services on the PROJECT. CH2M HILL may request additional relevant data if necessary for the PROJECT. CH2M HILL will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

5.2 Access to Facilities and Property

CITY will make its facilities accessible to CH2M HILL as required for CH2M HILL's performance of its services and will provide labor and safety equipment as required by CH2M HILL for such access. CITY will perform, at no cost to CH2M HILL, such tests of equipment, machinery, pipelines, and other components of CITY's facilities as may be required in connection with CH2M HILL's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CH2M HILL's services or PROJECT construction.

5.4 Timely Review

CITY will examine CH2M HILL's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

5.5 Prompt Notice

CITY will give prompt written notice to CH2M HILL whenever CITY observes or becomes aware of any development that affects the scope or timing of CH2M HILL's Services, or of any defect in the work of CH2M HILL or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, CH2M HILL will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, CH2M HILL will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, CH2M HILL will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 CITY agrees to include in all construction contracts the provisions of Article 4.3, CH2M HILL's Personnel at Construction Site, and provisions providing contractor indemnification of CITY and CH2M HILL for contractor's negligence.

5.7.2 CITY shall require construction contractor(s) to name CITY and CH2M HILL as additional insureds on the contractor's general liability insurance policy.

5.7.3 CITY agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against CH2M HILL, CH2M HILL's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CH2M HILL's services performed. CITY will be the only beneficiary of any undertaking by CH2M HILL."

5.8 Reserved

5.9 Litigation Assistance

The Scope of Services does not include costs of CH2M HILL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CH2M HILL by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes -see Supplemental Terms

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by CITY will be authorization for CH2M HILL to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of CH2M HILL, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not.

6.3 Force Majeure

CH2M HILL is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CH2M HILL

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, CH2M HILL's liability for CITY's damages will not, in the aggregate, exceed $1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated by the City for convenience on 30 day's written notice by the City, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 business days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, CH2M HILL will be paid for all authorized and satisfactory services performed up to the termination date.

6.6 Suspension, Delay, or Interruption of Work

CITY may suspend, delay, or interrupt the Services of CH2M HILL for the convenience of CITY. In such event, CH2M HILL's contract schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CITY and CH2M HILL and has no third-party beneficiaries.

6.8 Indemnification- See Supplemental Terms

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Reserved

6.11 Reserved

6.12 Jurisdiction

The substantive law of, the state of ARKANSAS, shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. See SUPPLIMENTAL TERMS for venue.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. CITY recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 CH2M HILL's Deliverables

CH2M HILL's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CH2M HILL are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including the possible use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the CH2M HILL in executing this PROJECT shall remain the property of CH2M HILL. CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the general purpose of stormwater management and the feasibility of the stormwater utility. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the CH2M HILL subject to the City's free, perpetual, non-exclusive license to use for its purposes.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A—RATE SCHEDULE
Attachment B—SCOPE OF WORK AND FEE
Attachment C—SUPPLEMENTAL TERMS

IN WITNESS WHEREOF, the parties execute below:

For CITY, CITY OF FAYETTEVILLE, ARKANSAS

dated this ~~10th~~ 5th day of ~~MAY~~ June , 2018

Signature _____ Attest: _____

Name (printed) Lioneld Jordan Name Sondra Smith

Title Mayor Title City Clerk

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

For CH2M HILL, CH2M HILL ENGINEERS, INC.,

dated this 10th day of MAY , 2018

Signature _____

Name (printed) Stuart Jeffcoat, PhD

Title VICE PRESIDENT

Attachment A

Labor Rate Schedule

Functional Labor Category	2018 Rates[1]
Principal Manager / Consultant	$225
Senior Technologist / Consultant	$190
Senior Project Manager / Project Technologist	$175
Project Manager / Consultant	$160
Associate Project Manager / Consultant	$140
Project Engineer	$125
Associate Engineer / Consultant	$115
Staff Engineer / Consultant	$100
Engineer Intern / Scientist	$85
Designer / Tech / RPR - 5	$130
Designer / Tech / RPR - 4	$110
Designer / Tech / RPR -3	$90
Designer / Tech / RPR- 2	$80
Designer / Tech / RPR - 1	$70
Designer / Tech / RPR - 0	$60
Admin Staff II	$85
Admin Staff I	$60

Notes:

1. The indicated labor rates are subject to escalation annually, beginning on January 1st of each calendar year.
2. Vehicle mileage will be charged at the prevailing IRS rate.
3. Expenses and outside services will be billed at cost.

Attachment B - Scope and Fee for RFQ 18-02

Stormwater Utility Feasibility Study for the City of Fayetteville, Arkansas

May 11, 2018

JACOBS

OLSSON ASSOCIATES

Project Approach 3
Study Phases 3
Study Team 3
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Task 6. Stormwater Feasibility Report 17
Task 7. Project Management 17
Task 8. Additional Services 18

Project Approach

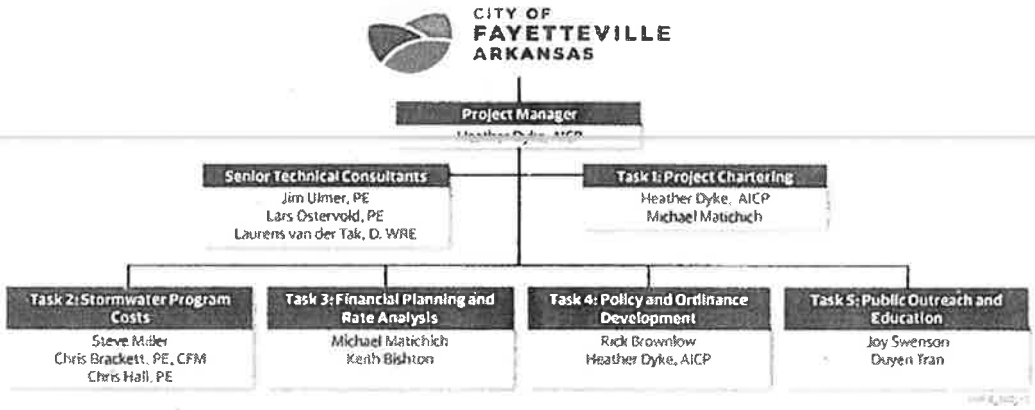
The CH2M – McGoodwin Williams and Yates Team (the Team) is proud to submit this scope and fee to support the City of Fayetteville (the City) in meeting its evolving stormwater management and flood prevention needs. Our Team's extensive local experience and presence paired with our nationally recognized experts in the development of stormwater utilities will cost effectively support the City in developing a program that reflects the needs of Fayetteville residents, as well as its own drivers for enhanced stormwater management.

Study Phases

This scope of work represents Phase I of two phases, Phase I – Stormwater Feasibility Study, and Phase II – Implementation, that would carry the City of Fayetteville through adoption of an ordinance for a stormwater enterprise fund and initial billing. Since the scope and estimated fee for Phase II is dependent on the findings of Phase I, a planning-level estimate is provided separately for Phase II.

Study Team

The Study Team will closely reflect that presented to the City of Fayetteville in the Statement of Qualifications and interview:



Estimated Fee by Task

Table 1 summarizes the Study Team's estimated fee by task for the services described herein.

TABLE 1. ESTIMATED FEE BY TASK

Task #	Task	Phase I: Feasibility Study
Task 1	Chartering	$ 9,370
Task 2	Stormwater Program Costs	$ 43,618
Task 3	Financial Planning and Rate Analysis	$ 34,410
Task 4	Policy and Ordinance Development	$ 24,365
Task 5	Public / Stakeholder Education and Outreach	$ 57,939
Task 6	Stormwater Feasibility Report	$ 32,800
Task 7	Project Management	$ 10,920
Task 8	Additional Services	$ 15,800
	Total Fee	$ 229,222

Milestones

Table 2 outlines the key milestones for both phases, Phase I (a) – Stormwater Feasibility Study in 2018 and 2019, and Phase II (b) – Implementation in 2019 and 2020, that would carry the City of Fayetteville through adoption of an ordinance for a stormwater enterprise fund and initial billing.

Table 2. Key Milestones

Phase I Milestone	Anticipated Schedule (2018 - 2019)
Notice to Proceed (NTP)	June 2018
Chartering Workshop with STAC and Special Council Committee	June
• Prepare Stormwater Program Needs and Extent of Service Analysis • Prepare Preliminary SW Billing Database Estimates (City GIS)	June to August
Special Committee Meeting #1 - Stormwater Program Needs and Extent of Service Analysis	August
Special Committee Meeting #2 - SW Program LOS / EOS and Credit Options	Early December 2018
Special Committee Meeting #3 - SW Billing and Financial Planning Options	January 2019
Special Committee Meeting #4 - Final Draft Stormwater Feasibility Study Report	February 2019
Final Stormwater Feasibility Study Report and Project Close-out	March 2019

Phase I – Scope of Services for Stormwater Feasibility Study

The following subsections describe the Team's technical approach for Phase I, which is organized into the seven major tasks listed in Table 3. Table 3 provides a crosswalk between this scope and fee and the original scope of services provide in the January 2018 RFP.

Table 3. Cross Walk to Original RFP

Task #	Task	January RFP Scope Items
Task 1	Chartering	a. and b.
Task 2	Stormwater Program Costs	c. and d.
Task 3	Financial Planning and Rate Analysis	e.
Task 4	Policy and Ordinance Development	f., g., and h.
Task 5	Public / Stakeholder Education and Outreach	b. and i.
Task 6	Stormwater Feasibility Report	j.
Task 7	Project Management	
Task 8	Additional Services	l.

The deliverables and assumptions for Phase I are summarized in Table 4. It is the Team's understanding that the City will self-perform the following services:

- Facilitate meetings with various departments to discuss funding needs and potential involvement in the program (Task 5).
- Provide information previously developed by City Staff regarding the creation of a utility (Task 1).
- Conduct public involvement meetings and public hearings as required (Task 5).
- Aerial mapping of impervious surfaces in GIS format (Task 3).

Task 1. Project Chartering

The Team will meet with the City to fully develop the scope of services prior to the final notice to proceed therefore Task 1, Project Chartering task will focus on:

- Establishing a Strategic Vision and Goals for Fayetteville's Stormwater Feasibility Study
- Study and Schedule Overview
- Review draft Public Engagement Plan
- Establish and charter Staff Technical Advisory Committee (STAC)
- Distribute Initial Request for Information for Feasibility Study

A key component of the draft Public Engagement Plan will be the development of an integrated implementation schedule for staff review. As illustrated in the Proposed Project Approach, the goal and intent is to involve internal (Mayor, Council, special Committee, STAC) and external stakeholders in each of the major decision

points:

- Where will Fayetteville provide stormwater services (extent of service) and what services will be provided, where and at what frequency (level of service)?
- What mix of funding options does Fayetteville prefer for each of the services provided (i.e. operation and maintenance, flood prevention and capital improvements)?
- If a stormwater fee is used to fund these services, what rate structure best suits Fayetteville?
- Will debt service be considered or is a pay-go model preferred?
- How can a Stormwater Credit System be structured to encourage proactive and progressive stormwater management practices in Fayetteville?

To ensure maximum participation by stakeholders, the Team will work with the City to establish a schedule that is cognizant of the University of Arkansas academics and sports as well as other major initiatives being coordinated by Fayetteville such as the April 2019 bond vote to fund drainage capital improvements.

Deliverables

1. Prepare draft Chartering workshop agendas and presentations for staff review
2. Prepare draft integrated implementation schedule reflecting draft Engagement Plan.
3. Prepare Initial Request for Information for Feasibility Study
4. Facilitate Project Chartering workshop with STAC (day 1)
5. Facilitate Special Committee Meeting #1 - Vision / Goals, Engagement Plan and Study Overview (day 2)
6. Meeting Summary of Project Chartering workshop

Assumptions

- Fayetteville staff will facilitate the selection of the STAC and ongoing scheduling logistics of STAC meetings.
- 2-3 representatives of the CH2M – MWT team will be present for the Project Chartering workshop (day 1).
- 1 representatives of the Team will be present for Special Committee Meeting #1 - Vision / Goals, Engagement Plan and Study Overview (day 2).
- All other fees related to the Team attending internal and external meetings can be found under Task 5.

Task 2. Stormwater Program Costs

Task 2, Stormwater Program Costs includes services related working with STAC to perform a needs analysis, and assisting with development of the following program components:

7. Assist in defining the appropriate level of service (LOS) and scope of the system to be maintained as public. A range of service levels should be developed for consideration by the City Council
8. Aid in the development of a maintenance and capital improvement plan
9. Determine staffing requirements and organizational structure

As part of Task 2, the Team will work with the STAC (STAC meeting #1) to perform a stormwater needs analysis that integrates regulatory drivers, such as the City's MS4 permit, recent flood study updates, flood or drainage service calls, system renewal or replacement needs, and stakeholder feedback. This analysis will define additional stormwater services expected of Fayetteville, such as those identified in a 2015 ADEQ MS4 audit that all outfalls must be screened once every five years, sampling results should be included on annual reports, stormwater pollution prevention plans (SWPPPs) must be completed, and staff training must be provided for all facilities under City oversight. STAC (STAC meeting #1) will start to bracket the range of service options included in Task 2.1.

Task 2.1 Definition of Extent of Service and Level of Service.

This subtask includes determining what parts of the system the City maintains, or extent of service (EOS), and what services the city provides within this area (LOS); these critical initial decisions will set the baseline for the program. To date, the City has not had a dedicated funding source for stormwater services, and the LOS has been limited to meeting basic regulatory requirements and responding only to emergency repairs. Activities performed under the proposed LOS will address aging infrastructure, provide a proactive inspection and maintenance program, and enable improved response to citizen calls.

A preliminary draft range of stormwater service levels will be developed for the City's consideration, such as a basic (current), standard, and proactive LOS, for at least a 5-year planning cycle.

- Baseline – Existing conditions
- Standard – Provide full MS4 compliance and timely response to drainage issues with limited money for innovative practices or sustainable stormwater / watershed improvement projects.
- Proactive - Provide full MS4 compliance and timely response to drainage issues and active flood prevention program with the potential for buyouts as well as a focus on innovative, sustainable stormwater / watershed improvement projects.

Three preliminary draft EOS options will be developed for the City's consideration, such as:

- Baseline – Existing conditions, Fayetteville maintains the public MS4 (roads and right of ways) and the limited private stormwater infrastructure with drainage easements.
- Standard – Baseline plus public maintenance to the upstream end of the first connected private structure.
- Proactive – Standard, plus those creeks / stormwater conveyances that drain areas greater than X acres.

Draft programmatic cost estimates for these LOS / EOS options will be tabulated (over 5 years) for up to 6 program areas, i.e. cost centers, such as, operations and maintenance, program administration / customer service, compliance and inspections, stormwater planning and capital improvements program (CIP). As part of Task 2.1, the Team will facilitate feedback from the STAC (STAC meeting #2) and the Special Committee (committee meetings #1 and #2) on these preliminary Draft Stormwater LOS / EOS options.

Task 2.2 Programmatic Stormwater O & M and Capital Improvement Plan.

Given available resources, the current program has focused on meeting regulatory requirements; any major stormwater infrastructure projects have been budgeted as specific capital improvements. This task will summarize the City's existing stormwater management, drainage improvement and capital improvement planning efforts so the team can support the City in determining the optimal LOS, as well as funding sources for these activities. The resulting draft Programmatic Stormwater O & M and Capital Improvement Plan will provide a high-level path forward for the more detailed master planning and prioritization efforts that would be needed should a fee be implemented.

As part of Task 2.2, City Council will be briefed on a final draft of the Stormwater LOS / EOS options and draft Programmatic Stormwater O & M and Capital Improvement Plan. Feedback from Council will be used to generate SW Policy Paper #1 - SW Program Costs (EOS and LOS) as part of Task 4 that will be used throughout Task 5 to communicate with internal and external stakeholders. Stakeholder preferences regarding these LOS / EOS options will be documented in Task 6 as part of the Stormwater Feasibility Study.

Task 2.3 Staffing requirements and organizational structure.

As part of Task 2.3, the Team will support Fayetteville and the consultant selected for RFP 18-03, Organizational Development Consultant, in identifying staffing requirements and potential organizational structures. The Team will solicit initial feedback from the STAC (STAC meetings #1-2) and the Special Committee (committee workshop #2) on the range of organizational options to be vetted by Feasibility Study. STAC Meeting #4, Draft SW Credit Program and Financial Planning, will summarize these staffing requirements. After completion of Task 2.2, the Team will prepare a draft section of the Feasibility Study presenting an analysis of these organizational options, which could range from a new stormwater organization to a matrixed organization that leverages existing resources and sharing of expertise between City departments.

Deliverables –

1. Materials for STAC meeting #1 – Stormwater Needs Analysis and SW O & M and Capital Improvement Planning, based on Strategic Vision and Goals from Project Chartering Workshop
2. Preliminary Draft LOS / EOS options, including a basic (current), standard, and proactive LOS, for at least a 5-year planning cycle. Draft programmatic cost estimates for these LOS / EOS options will be tabulated (over 5 years) for up to 6 program areas.
3. Materials for Special Committee workshop #1 on Stormwater Program Needs and Extent of Service Analysis
4. Draft Programmatic Stormwater O & M and Capital Improvement Plan with a description of the City's existing stormwater management, drainage improvement and capital improvement planning efforts as well as a high-level path forward for the more detailed master planning and prioritization efforts that would be needed should a fee be implemented.
5. Materials for STAC meeting #2 and Special Committee workshop #2 on Preliminary Draft Stormwater LOS / EOS options
6. *Draft Stormwater Program Cost and Programmatic Stormwater O & M and Capital Improvement Plan sections for Feasibility Study.*

Assumptions –

- Meeting attendance and coordination is included in Task 5. Public Education and Outreach.
- Definition of the City of Fayetteville's current stormwater MS4, level of service and extent of service will be based on readily available information provided by the City.
- Feedback from STAC Meeting #2 and Special Committee Meeting #2 will be used to generate SW Policy Paper # 1 - SW Program Costs (EOS and LOS) part of Task 4 that will be used throughout Task 5 to communicate with internal and external stakeholders.
- All draft task documents will be finalized as part of Task 6, Stormwater Feasibility Study.
- To the extent practical, one set of consolidated and adjudicated comments from Fayetteville staff are appreciated.

Task 3. Financial Planning and Rate Analysis

Task 3, Financial Planning and Rate Analysis includes services related to the funding components of the Study:

- Work with STAC to determine financial needs for which the funds from the storm water utility fee may be used,
- Assist in determining a reasonable rate model for residential uses,
- Assist in determining a reasonable rate model for commercial uses,
- Ensure rate models selected will meet the financial needs of the program. This item should include a detailed 5-year cash flow analysis at minimum. A range of fees corresponding to various levels of service is expected.
- Consult with City's GIS division to develop compatible parcel-based stormwater utility layers for identification of rates and to aid in the billing process,
- Identify alternative billing and collection options with pros and cons of each alternative,
- Financing Options should the City so choose to try and finance a portion up front.

Task 3 will provide financial planning, rate analysis, and billing support to the City of Fayetteville as it assesses the feasibility of a stormwater utility. This task will use an iterative process to help the City identify the right balance of stormwater services, given its financial capacity and stakeholder priorities.

Task 3.1 Financial Needs Analysis.

As part of Task 3.1, the Team will help the City and the STAC identify the revenue necessary to adequately fund the stormwater program options using a pro forma financial spreadsheet model (financial / rate model) developed in this task. STAC meeting #1 – Stormwater Needs Analysis will also serve as a forum for defining the overall structure of the model to ensure it reflects any financial inputs or assumptions unique to the City of Fayetteville. The financial model will be used to evaluate the feasibility of achieving the desired EOS/LOS options based on an assessment of willingness to pay determined through the public engagement outlined in Task 5. The LOS / EOS cost estimates developed in Task 2.1 and preliminary stormwater billing database estimates generated by the City's GIS division, with support from the Team in Task 3.2, will be used as inputs to the model. The model will provide a detailed 5-year cash flow analysis and planning level projections over a longer timeframe with financing options should the City be interested in exploring the use of stormwater debt financing to enable faster implementation of capital needs or to leverage the fee program to accomplish affordability objectives. The results of Task 3.1 will be presented as the Draft Financial Needs Analysis and Planning section for stakeholder feedback as part of STAC Meeting #3 and Special Committee Meeting #3.

Task 3.2 Stormwater Billing Approach and Database.

As part of Task 3.2, the Team will support the City GIS Division in developing a preliminary stormwater billing database using Fayetteville's existing parcel and pending impervious data layers. Ideally, this preliminary stormwater billing database will include:

- Parcel Identification Number
- Ownership
- Ownership type
- Utility Customer Code, Land Use Code or similar information to support a crosswalk to general billing classes and potential residential tiers.
- Estimate of all impervious surfaces within parcel.

To do so, the Team will facilitate 3 conference calls in addition to interactions as part of the STAC, with GIS division staff to identify the City's preliminary stormwater billing database approach. This subtask will also identify the most cost-effective stormwater billing mechanism for Fayetteville. It will assess the most practical approach for the City given relevant factors such as the capability of the software systems used to issue utility bills and property tax bills to accommodate additional charges such as the stormwater fee program. Based on this assessment, a draft Stormwater Billing Approach will outline alternative billing and collection options with pros and cons of each mechanism. STAC Meeting #3 and Special Committee Meeting #3 will be used to present the pros and cons of billing via annual property taxes, monthly utility bills or via a separate stand-along bill. Feedback from these internal stakeholders will be used to generate SW Policy Paper #3 – Billing Options as part of Task 4 that will be used throughout Task 5 to communicate with internal and external stakeholders. Stakeholder preferences regarding these stormwater billing options will be documented in Task 6 as part of the Stormwater Feasibility Study.

Task 3.3 Stormwater Rate Analysis.

The stormwater rate analysis will use the financial model developed in Task 3.1 to help Fayetteville assess the most suitable rate structure to meet its stormwater financial needs in an equitable manner and consistent with the complexity of Fayetteville's customer base and stormwater system. As part of this task, the Team will help the City and STAC weigh the benefits of a series of rate structure alternatives against the implementation costs of developing and maintaining each alternative on an ongoing basis. The stormwater rate analysis will consider a range of reasonable residential and commercial fees corresponding to the LOS / EOS options developed in Task 2. For the purposes of this proposal, commercial properties are assumed to also include public and institutional properties, such as the University of Arkansas and Fayetteville public schools.

The rate analysis will consider alternatives such as whether residential properties should be charged a flat rate or a tiered rate. While a flat rate is easier to administer, a tiered rate tends to be more equitable, recognizing that smaller, single-family properties contribute less stormwater and thus should pay less than larger single-family properties, which place a greater burden on City's system. However, the more tiers there are, the higher the administrative cost and the greater likelihood of categorizing properties into the wrong tier, resulting in a higher number of appeals of bills. By studying the distribution of Fayetteville's single-family homes, the Team will help the City develop a structure that is legally defensible, while minimizing administrative burdens.

STAC Meeting #4 and Special Committee Meeting #3 will be used to present the draft results of the Stormwater Rate Analysis. Feedback from these internal stakeholders will be used to generate SW Policy Paper #2 - Rate Structure and Credit Options as part of Task 4 that will be used throughout Task 5. Stakeholder preferences regarding these stormwater rate structures will be documented in Task 6 as part of the Stormwater Feasibility Study

Deliverables –

1. Stormwater pro forma financial spreadsheet model (financial / rate model) with a detailed 5-year cash flow analysis and planning level projections over a longer timeframe.
2. 3 conference calls with GIS division staff (in addition to interactions as part of the STAC), to identify the City's preliminary stormwater billing database approach.
3. Draft Stormwater Billing Approach section for STAC Meeting #3 and Special Committee Meeting #3
4. Draft Financial Needs Analysis and Planning section for STAC Meeting #4 and Special Committee Meeting #3
5. Draft Stormwater Rate Analysis section for STAC Meeting #5 and Special Committee Meeting #3

Assumptions

- The City GIS Division will be responsible for developing a preliminary stormwater billing database as part of Task 3.2 using Fayetteville's existing parcel and pending impervious data layers. This is a critical path item with the potential to delay later tasks.
- Feedback from STAC Meeting #4 and Special Committee Meeting #3 will be used to generate SW Policy Paper # 2 SW Rate Structure and Billing Options as part of Task 4 that will be used throughout Task 5 to communicate with internal and external stakeholders.
- Feedback from STAC Meeting #4 and Special Committee Meeting #3 will be used to generate SW Policy Paper #5 - SW Financial Planning
- Stakeholder feedback will be documented in Task 6 as part of the Stormwater Feasibility Study.

Task 4. Policy and Ordinance Development

Task 4, Policy and Ordinance Development, includes services related:

- **Assist with policy development-** Aid in the identification the program mission and priorities and develop policies consistent with those principles.
- **Assist with the development of policies for credits and appeals -**
    - Assist in determination applicable credits for commercial and residential uses and how the credits will be applied,
    - Assist in the determination of applicable credits for development projects and how the credits will be applied,
    - Assist with development of a Customer Appeals Process
- **Assist with Ordinance Development and Revision** - Assist in determining legal requirements for creating the program should the City decide to move forward

Implementation of an enhanced stormwater management program would require developing and defining specific policies and procedures to facilitate effective operations and to communicate to stakeholders exactly what is covered in the program and where Fayetteville provides services. As part of Task 4, the Team will work closely with the City's legal staff to develop a series of stormwater utility policy papers tailored to the City's stormwater needs, while reflecting the foundational legal requirements for defensible fee outlines. If warranted, the Team will augment the City's extensive experience with our national resources to develop a corresponding ordinance establishing a stormwater enterprise fund.

Task 4.1 Policy Development

First the Team will work with the STAC to develop a list of key policy issues such as:

- Cost of Stormwater Services: what mix of stormwater services is the City and its stakeholders willing to fund? The cost of various LOSs can be identified and presented to support the feasibility process.
- Stormwater Rate Structure: is there sufficient variation in the characteristics of single-family residential properties to merit some distinction in rate structures (e.g., for townhouses, for large, medium and small single-family homes)?
- Credit and Appeal Policies: should credits and exemptions be limited to properties that install onsite stormwater management facilities? Should credits be provided to customer groups in exchange for in-kind services, such as environmental education that helps meet the City's MS4 permit requirements (e.g., schools, churches)?

Based on this list of policy issues and initial public engagement efforts, the Team will develop brief policy papers as part of Task 4. Up to five policy papers would be developed to describe the issue, alternatives, concerns and benefits, and recommendations.

Task 4.2 Credit and Appeal Policies

As part of Task 4.2, the Team will support Fayetteville with determining the applicable range of credits available to residential and non-residential customers and how these credits would be applied. STAC Meeting #4 and Special Committee Meeting #2 will be used to review the "universe" of credit options encompassed by the City's Drainage Manual and Ordinances as well as innovative credits to raise stakeholder awareness and encourage innovative practices. Feedback from these stakeholders will be used to generate SW Policy Paper #3 - Credit Options that will be used throughout Task 5. Stakeholder preferences regarding these stormwater rate structures will be documented in Task 6 as part of the Stormwater Feasibility Study. The Team will also outline a draft Customer Appeals Process that is easily understood and consistent with the appeals process used for the City's other fees.

Deliverables –

1. Up to 5 Stormwater Policy Papers, each generally 2 pages, color with a graphic content meant for external stakeholders.
    a. SW Policy Paper #1 - SW Program Costs (EOS and LOS)
    b. SW Policy Paper #2 - SW Rate Structure and Billing Options
    c. SW Policy Paper #3 - SW Credit Options
    d. SW Policy Paper #4 - SW Customer Service (Appeals and Exemptions)
    e. SW Policy Paper #5 - SW Financial Planning
2. Draft Stormwater Policy section of the Stormwater Feasibility Study

Task 5. Public Outreach and Education

The Team understands that Fayetteville's goal is to reach as many people as possible throughout the public engagement process. The Team will work with Fayetteville's Communications and Marketing Department and the Media Services Division to support the implementation of a robust and innovative public engagement process that reflects the City's long history of reaching out to its citizens. To do so, the Team's role in Task 5 is to develop a Public Engagement Plan, develop the technical content and materials appropriate to each stakeholder audience and outreach method (presentations, media content, stormwater utility toolkit), and assist City staff with implementation of the Plan. The Public Education Plan will articulate how the public and stakeholders will be provided opportunities to vet the analyses and policy choices developed in Tasks 2, 3 and 4, at each step of the way. For example, Task 4 Policy and Development, proposes a series of policy papers for use in Task 5. Further, Fayetteville's 2017 Strategic Planning Report articulates City Council's focus on communications and community engagement[1]. It identified the following means for implementation which integrate into development of the Public Engagement Plan:

- Improvements to City's communications initiatives – expanding channels
  - Newsletter
    - ➢ Review of effectiveness and transforming format
  - Digital and social media
  - More mobile workshops
  - Website
  - User-friendly methods of obtaining information
- Embracing technology, pilot programs and prototyping
- Staff concierge
- Communications between department heads to address issues of "siloed departments"
- Citizen committee reviews

This focus is consistent with the stakeholder approaches implemented by other similarly sized communities. A recent survey of 13 communities identified the following key lessons:

- Proactively engage stakeholders on all sides of the issue, those that support developing a stormwater funding program as well as those that oppose it.
- Foster deliberation and exchange of ideas among stakeholders with many points of view.
- Make a locally-compelling case that a stormwater funding program meets a critical need.
- Demonstrate the cost-effectiveness of the funding approach.
- Demonstrate that the proposed approach is the most equitable, i.e. those that generate the most stormwater, pay the most.
- Use several forms of proactive outreach.
- Recognize that despite outreach efforts, the first bill arriving in the mail will be the first time many people become aware of the new fee—be responsive and flexible through the first few billing cycles[2].

[1] InVeritas. 2017. Strategic Planning Final Report 2017. March 2017.

[2] US EPA. 2013. *The Role of Public Outreach and Stakeholder Engagement in Stormwater Funding Decisions in New England.*

It is the Teams understanding that the City of Fayetteville plans to acquire one of many online public engagement tools available to provide a new and innovative ways to involve stakeholders in the feasibility study process. The Team will work with City staff to develop applications that utilize the software ultimately purchased.

Task 5.1 Public Engagement Plan

To assist Fayetteville with its public outreach and education efforts, the Team will first work with staff to develop a draft public engagement plan for review during Task 1, Project Chartering. As part of an initial Project Chartering Workshop, we will charter the Staff Technical Advisory Committee (STAC), facilitate a discussion of Fayetteville's Stormwater Program Strategic Visions/Goals, and review the draft public engagement plan. With feedback from Fayetteville's internal (elected and staff) stakeholders during chartering, the team will finalize the Public Engagement Plan for use throughout the Study. The draft Public Engagement Plan will address each of the components as described further below:

I. Stormwater Program Strategic Visions/Goals
II. Identify and Charter Stakeholders
III. Identify and Establish Outreach Methods
IV. Identify and develop technical content and materials appropriate to each stakeholder audience and outreach method (presentations, media content, stormwater utility toolkit)
V. Provide a detailed implementation schedule

Stormwater Program Strategic Visions/Goals

As part of the Task 1, Chartering, the Team will facilitate a discussion of Fayetteville's Strategic Vision / Goals for its Stormwater Program, in general, and the Stormwater Feasibility Study. The discussion will validate the Team's understanding of City Councils' Fayetteville Vision 2050 (*To keep Fayetteville a vibrant and welcoming city that encourages diversity, creativity, and innovation while providing our citizens the opportunity to thrive*) and its eleven guiding principles. The Team will reference these principles while facilitating a discussion of Fayetteville's Strategic Vision / Goals for its Stormwater Program.

Identify and Charter Stakeholders

It is the Team's understanding that the following audiences can be considered the primary internal and external stakeholders:

- Stakeholders (Internal)
  - Elected Officials (Mayor and Council)
  - Staff
- Stakeholders (External)
  - General Public (neighborhood groups, homeowner's associations, civic groups)
  - Key Stakeholders (Large and / or new Customers, such as the University of Arkansas, Lindsey & Associates, Fayetteville Public Schools, etc.)
  - Targeted Stakeholders (business community, faith community, nonprofits, low-income advocates, environmental groups, etc.)

As part of development of the draft Public Engagement Plan, the Team will work with the City to identify each of the City's external stakeholders and link the appropriate outreach methods to each group. The Team intends to ensure both stakeholder groups are chartered for involvement in the Feasibility Study and are adequately educated on technical subjects in sufficient detail to enable meaningful input to the decisions on key issues such as range of services addressed, level of service provided, and extent and nature of credits provided.

Identify and Establish Outreach Methods

The stakeholders above will be reached using a variety of proven and innovative methods, such as the EngagementHQ tools noted above. The Team will work with Fayetteville's Communications and Marketing Department and the Media Services Division to develop the technical content and materials appropriate to each stakeholder audience and outreach method.

Task 5.2 Meetings, Workshops and Briefings

The Team will engage internal and external stakeholders via a variety of in person meetings, workshops and briefings of:

1) Council and TBD Committee
2) Staff Technical Advisory Committee (STAC)
3) Key Stormwater Stakeholders
4) Public Meetings

Elected officials will be briefed either through the newly appointed mayoral subcommittee presentations or full Council presentations at key steps in the evaluation of policy options. In general, it is recommended that the Council be briefed once before the start of the stakeholder engagement process and once at the end, before launching the wider stakeholder engagement process.

Experience in successfully evaluating and implementing other stormwater utilities suggests that interactive and transparent engagement with both internal and external stakeholders early on, as well as elected officials leads to success. The Team will support the City with the development of the Staff Technical Advisory Committee (STAC) as part of Task 1. The STAC should be composed of internal stakeholders representing a cross-section of the City's departments, whose goal will be to help make staff recommendations on the important components of the program, as analyzed in Tasks 2, 3 and 4. Up to 6 STAC workshops of 4 hours each are assumed to be included in Task 5. The Team will work with City staff to develop a list of key groups for focused stormwater stakeholder outreach and engagement. The Team will provide technical materials to support 3 rounds of focused outreach by City staff during the Study, generally anticipated to address: Stormwater 101 / FAQ, Funding Needs / Level(s) of Service and Credit and Appeals.

Task 5.3 Develop Technical Content and Materials

The Team will work with Fayetteville's Communications and Marketing Department and the Media Services Division to develop digital tools for use online and in meetings / workshops. The purpose of these tools will be to educate stakeholders about stormwater funding alternatives, level of service and credit options while providing them with a meaningful opportunity to log their preferences and willingness to pay for various levels of service.

As needed, our stakeholder team stands ready to support City staff with additional technical analysis by providing qualitative research from interviews with key leaders, targeted focus groups with community networks, media analysis, formal or informal surveys, website feedback analysis, elected official interviews, and more, as needed. We can review already-available data from community surveys or customer information, looking for sensitivities (cultural, socio-economic, religious), community concerns (environmental, safety, economic, lifestyle), or rate imbalances that could can provide baseline information on which amenable public policy is based.

As part of the Stormwater Utility Toolkit, the Team will utilize the technical content developed through the technical analyses in Tasks 2, 3 and 4. This material will be tailored to each stakeholder audience and outreach method (presentations, media content, stormwater utility toolkit). The Team suggests:

- Stormwater Utility Toolkit with technical content and materials. Provided online, as appropriate, and via hardcopies depending on stakeholder demographics.
    - External Toolkit - FAQs, Factsheets, Policy Papers
    - Internal Toolkit – External materials plus talking points and City Council Ward-specific maps of stormwater issues that build on those illustrated in the 2018 Drainage Improvement Plan.
- PowerPoint presentations to support 3 rounds of focused outreach by City staff during the Study, generally anticipated to address: Stormwater 101 / FAQ, Funding Needs / Level(s) of Service and Credit and Appeals.
- Wikimaps Online Mapping Tool (see Task 8, Additional Services)
- Stormwater Needs and Priorities Survey of Stakeholders (see Task 8, Additional Services)

Passive Methods

- Fayetteville Website - Use the existing stormwater feasibility study page on Fayetteville website, http://www.fayetteville-ar.gov/3328/Stormwater-Utility-Study, or establish a dedicated Stormwater Master Planning page on http://www.fayetteville-ar.gov/3086/Master-Plans or convert the Drainage Master Plan page.
- Social Media postings
- NotifyMe Listserv e-mails
    - Create a new NotifyMe ListServ group (https://www.fayetteville-ar.gov/list.aspx) for the Stormwater Feasibility Study
    - Use the NotifyMe Media Releases and Public Meetings list to engage the general public the SW Feasibility Process.

Deliverables –

1. Draft Public Engagement Plan
2. Final Public Engagement Plan
3. Meetings, Workshops and Briefings.
    a. City Leadership Briefings: Presentation materials and 1 team members for up to 3 Mayoral or Special Committee Meetings.
    b. Staff Technical Advisory Committee Meetings: Meeting materials and 1 team members for up to 6 STAC Meetings
    c. Meeting materials and 1 team members for up to 3 SW Public Meetings
4. Technical Content and Materials.
    a. 3 presentations for use in Stormwater Stakeholder Targeted Outreach Activities

b. Stormwater Utility Toolkit with technical content and materials. Provided online, as appropriate, and via hardcopies depending on stakeholder demographics.
   i. Branding Logo after completion of Task 1.
   ii. External Toolkit - FAQs, Factsheets, Policy Papers
   iii. Internal Toolkit – External materials plus talking points and City Council Ward-specific maps of stormwater issues that build on those illustrated in the 2018 Drainage Improvement Plan.

Assumptions –

- The CH2M / Olsson Team will facilitate internal stakeholder meetings and workshops.
- Staff with Fayetteville's Communications and Marketing Department and the Media Services Division will facilitate external meetings and support the internal implementation of the technical content provided by the CH2M / Olsson Team.

Task 6. Stormwater Feasibility Report

Task 6, Stormwater Feasibility Report includes services related to preparation of a report summarizing the results of the study, accompanied by a programmatic implementation plan. Together, these documents will provide the City with the roadmap to implementation, if developing a stormwater utility fee is deemed to be beneficial to the City. An initial draft of the feasibility report will be prepared and reviewed with City staff and the STAC while a final draft will be the basis of a presentation of the completed study to the Mayor and City Council. The final Feasibility Study report will integrate these subsequent final comments.

Deliverables –

1. Initial Draft Stormwater Feasibility Report
2. Draft Stormwater Feasibility Report
3. Final Draft Stormwater Feasibility Report
4. Final Stormwater Feasibility Report
5. Summary of Stakeholder Comments on Final Draft Stormwater Feasibility Report

Assumptions –

- All draft task documents will be finalized as part this Task 6, Stormwater Feasibility Study.
- To the extent practical, one set of consolidated and adjudicated comments from Fayetteville staff are appreciated.

Task 7. Project Management

Task 7 includes the work related to the management, administration, and coordination of the Teams activities during this scope. This includes managing and coordinating project resources and responsiveness consistent with the schedule and budget. Specific activities conducted by the CH2M – MWY Team will include:

- Project Work Plan. Prepare a project work plan within seven days after the Notice to Proceed. The plan will identify project scope, individual work elements, budget for each element, responsible individuals for each work element, staffing plan and schedule. The plan will include the communication plan for the project to be

used between Team, Fayetteville and other stakeholders. The project work plan will be submitted to the City for its use.

- Project Conference Calls. CH2M – MWY Team will coordinate monthly project conference calls as needed with City of Fayetteville staff. The purpose such calls is to coordinate project activities for continued progression of assigned work.
- Project Schedule. The Team will prepare a schedule within 5 days of Notice to Proceed and will provide it to the City for tracking purposes. Schedule updates will be prepared on an as needed basis.
- Project Cost Control/Progress Reporting: The CH2M – MWY Team will prepare monthly project status reports that compare work accomplished with scheduled activities, provide support documentation for invoices, compare expenditures with task budgets, and describe changes to the scope that have occurred. Documentation will include details of expenditures on each task and will show the hours worked by project personnel and other direct expenses related to the task. The status report including tasks completed and any changes to the scope of services will be presented at the end of each month. All monthly reports will then be submitted to the City with the monthly invoices.

Deliverables –

1. Project Management Plan and internal CH2M – MWY Team kickoff meeting.
2. 12 monthly invoices and progress reports.
3. Monthly status meetings, including meeting preparation, updated schedule, and meeting summary.

Assumptions –

- A period of performance not to exceed 18 months.
- It is assumed that all deliverables will consist of no more than 2 drafts and 1 final.

Task 8. Additional Services

Task 8, Additional Services includes services that are not essential to developing the Feasibility Report itself. Therefore, the Team will implement these additional services at the discretion of the City. Other services relate to moderating STAC meetings, assisting with a Stormwater Organizational Analysis, additional report preparation, or additional presentations to regional and local entities. Task 8 currently includes the development of a Wikimapping.com Stormwater Mapping Tool to solicit stakeholder feedback regarding the extent and character of stormwater and drainage challenges. Additionally, a Stormwater Needs and Priorities Survey of Stakeholders will be developed for the City of Fayetteville to administer.

Deliverables –

1. Additional Technical Content and Materials.
    a. Wikimapping.com Stormwater Mapping Tool
    b. Stormwater Needs and Priorities Survey of Stakeholders

Assumptions –

- Staff with Fayetteville's Communications and Marketing Department and the Media Services Division will support the internal implementation of the technical content provided by the CH2M / Olsson Team.
- City staff will administer the Wikimapping.com Stormwater Mapping Tool including the compilation and analysis of stakeholder data points collected as part of their engagement.

TABLE 4. DELIVERABLES AND ASSUMPTIONS: PHASE I –STORMWATER FEASIBILITY STUDY

Task #	Task	Deliverables	Assumptions
1	Chartering	• Prepare draft Chartering workshop agendas and presentations for staff review • Prepare draft integrated implementation schedule reflecting draft Engagement Plan. • Prepare Initial Request for Information for Feasibility Study • Facilitate Project Chartering workshop with STAC (day 1) • Facilitate Special Committee Meeting #1 - Vision / Goals, Engagement Plan and Study Overview (day 2) • Meeting Summary of Project Chartering workshop	• Fayetteville staff will facilitate the selection of the STAC and ongoing scheduling logistics of STAC meetings. • 2-3 representatives of the CH2M – MWT team will be present for the Project Chartering workshop (day 1). • 1 representatives of the Team will be present for Special Committee Meeting #1 - Vision / Goals, Engagement Plan and Study Overview (day 2) • All other fees related to the Team attending internal and external meetings can be found under Task 5
2	Stormwater Program Costs	• Materials for STAC meeting #1 – Stormwater Needs Analysis and SW O & M and Capital Improvement Planning, based on Strategic Vision and Goals from Project Chartering Workshop • Preliminary Draft LOS / EOS options, including a basic (current), standard, and proactive LOS, for at least a 5-year planning cycle. Draft programmatic cost estimates for these LOS / EOS options will be tabulated (over 5 years) for up to 6 program areas. • Materials for Special Committee workshop #1 on Stormwater Program Needs and Extent of Service Analysis • Draft Programmatic Stormwater O & M and Capital Improvement Plan with a description of the City's existing stormwater management, drainage improvement and capital improvement planning efforts as well as a high-level path forward for the	• Meeting attendance and coordination is included in Task 5. Public Education and Outreach. • Definition of the City of Fayetteville's current stormwater MS4, level of service and extent of service will be based on readily available information provided by the City. • Feedback from STAC Meeting #2 and Special Committee Meeting #2 will be used to generate SW Policy Paper # 1 - SW Program Costs (EOS and LOS) part of Task 4 that will be used throughout Task 5 to communicate with internal and external stakeholders. • All draft task documents will be finalized as part of Task 6, Stormwater Feasibility Study. • To the extent practical, one set of consolidated and adjudicated comments from Fayetteville staff are

TABLE 4. DELIVERABLES AND ASSUMPTIONS: PHASE I –STORMWATER FEASIBILITY STUDY

Task #	Task	Deliverables	Assumptions
		more detailed master planning and prioritization efforts that would be needed should a fee be implemented. • Materials for STAC meeting #2 and Special Committee workshop #2 on Preliminary Draft Stormwater LOS / EOS options • *Draft Stormwater Program Cost and Programmatic Stormwater O & M and Capital Improvement Plan sections for Feasibility Study.*	appreciated.
3	Financial Planning and Rate Analysis	• Stormwater pro forma financial spreadsheet model (financial / rate model) with a detailed 5-year cash flow analysis and planning level projections over a longer timeframe. • 3 conference calls with GIS division staff (in addition to interactions as part of the STAC), to identify the City's preliminary stormwater billing database approach. • Draft Stormwater Billing Approach section for STAC Meeting #3 and Special Committee Meeting #3 • Draft Financial Needs Analysis and Planning section for STAC Meeting #4 and Special Committee Meeting #3 • Draft Stormwater Rate Analysis section for STAC Meeting #5 and Special Committee Meeting #3	• The City GIS Division will be responsible for developing a preliminary stormwater billing database as part of Task 3.2 using Fayetteville's existing parcel and pending impervious data layers. This is a critical path item with the potential to delay later tasks. • Feedback from STAC Meeting #4 and Special Committee Meeting #3 will be used to generate SW Policy Paper # 2 SW Rate Structure and Billing Options as part of Task 4 that will be used throughout Task 5 to communicate with internal and external stakeholders. • Feedback from STAC Meeting #4 and Special Committee Meeting #3 will be used to generate SW Policy Paper #5 - SW Financial Planning • Stakeholder feedback will be documented in Task 6 as part of the Stormwater Feasibility Study.
4	Policy and Ordinance Development	• Up to 5 Stormwater Policy Papers, each generally 2 pages, color with a graphic content meant for external stakeholders.	

TABLE 4. DELIVERABLES AND ASSUMPTIONS: PHASE I –STORMWATER FEASIBILITY STUDY

Task #	Task	Deliverables	Assumptions
		• Draft Stormwater Policy section of the Stormwater Feasibility Study	
5	Public / Stakeholder Education and Outreach	• Draft Public Engagement Plan • Final Public Engagement Plan • Meetings, Workshops and Briefings. a. City Leadership Briefings: Presentation materials and 1 team members for up to 3 Mayoral or Special Committee Meetings. b. Staff Technical Advisory Committee Meetings: Meeting materials and 1 team members for up to 6 STAC Meetings c. Meeting materials and 1 team members for up to 3 SW Public Meetings • Technical Content and Materials. a. 3 presentations for use in Stormwater Stakeholder Targeted Outreach Activities b. Stormwater Utility Toolkit with technical content and materials. Provided online as appropriate, and via hardcopies depending on stakeholder demographics.	• The CH2M / Olsson Team will facilitate internal stakeholder meetings and workshops. • Staff with Fayetteville's Communications and Marketing Department and the Media Services Division will facilitate external meetings and support the internal implementation of the technical content provided by the CH2M / Olsson Team.
6	Stormwater Feasibility Report	• Initial Draft Stormwater Feasibility Report • Draft Stormwater Feasibility Report • Final Draft Stormwater Feasibility Report • Final Stormwater Feasibility Report • Summary of Stakeholder Comments on Final Draft Stormwater Feasibility Report	• All draft task documents will be finalized as part this Task 6, Stormwater Feasibility Study. • To the extent practical, one set of consolidated and adjudicated comments from Fayetteville staff are appreciated.
7	Project Management	• Project Management Plan and internal kickoff meeting. • 12 monthly invoices and progress reports.	• A period of performance not to exceed 18 months.

Fayetteville - Arkansas

TABLE 4. DELIVERABLES AND ASSUMPTIONS: PHASE I –STORMWATER FEASIBILITY STUDY

Task #	Task	Deliverables	Assumptions
		• Quarterly status meetings, including meeting preparation, updated schedule, and minutes.	• It is assumed that all deliverables will consist of no more than 2 drafts and 1 final.
8	Additional Services	• Wikimapping.com Stormwater Mapping Tool • Stormwater Needs and Priorities Survey of Stakeholders	• Staff with Fayetteville's Communications and Marketing Department and the Media Services Division will internal implementation of the technical content provided by the CH2M / Olsson Team. • City staff will administer the Wikimapping.com Stormwater Mapping Tool including the compilation and analysis of stakeholder data points collected as part of their engagement.

ATTACHMENT C

Stormwater Utility Feasibility Study

CITY OF FAYETTEVILLE, AR

SUPPLEMENTAL TERMS

Version: May 9, 2018

1. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
2. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

   The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

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

   b. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

   c. Legal venue and jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

3. CITY INDEMNIFICATION:

   a. CH2M HILL agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, to the proportionate extent arising from negligence or willful misconduct or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

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

Resolution: 175-17

File Number: 2017-0413

STORMWATER UTILITY STUDY INTENT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO FUND A STUDY TO EVALUATE THE FEASIBILITY OF CREATING A STORMWATER UTILITY PROGRAM IN AN AMOUNT NOT TO EXCEED $200,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, following the major flooding experienced in the City of Fayetteville during April 2017, the City Council expressed a desire to research the feasibility of creating a stormwater utility program and **WHEREAS, staff recommends that the City utilize the experience of a professional consultant well versed in establishing stormwater utilities and anticipates the study can be completed for under $200,000.00.**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to fund a study to evaluate the feasibility of creating a stormwater utility program in an amount not to exceed $200,000.00.

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

PASSED and APPROVED on 8/15/2017

Approved:

Lioneld Jordan, Mayor

Attest:

Sondra E. Smith

Sondra E. Smith, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0413

Agenda Date: 8/15/2017 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: D. 10

STORMWATER UTILITY STUDY INTENT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO FUND A STUDY TO EVALUATE THE FEASIBILITY OF CREATING A STORMWATER UTILITY PROGRAM IN AN AMOUNT NOT TO EXCEED $200,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

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City of Fayetteville Staff Review Form

2017-0413

Legistar File ID

8/15/2017

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

Chris Brown	7/28/2017	Engineering / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Express the City's intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment

Budget Impact:

1010.090.6600-5314.00			General Fund	
Account Number			Fund	
17008			Stormwater Utility Feasability Study	
Project Number			Project Title	
Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance		
Does item have a cost?	Yes	Item Cost	$	200,000.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	200,000.00
		Remaining Budget		

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

STAFF MEMO

MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: August 1, 2017

SUBJECT: Express the City's intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment.

RECOMMENDATION:
Approval of the City's expression of intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Capital Improvement Plan (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. In order to develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require in excess of $1 million dollars for each project. Given the current funding levels, it would take many years in order to address just one of those projects.

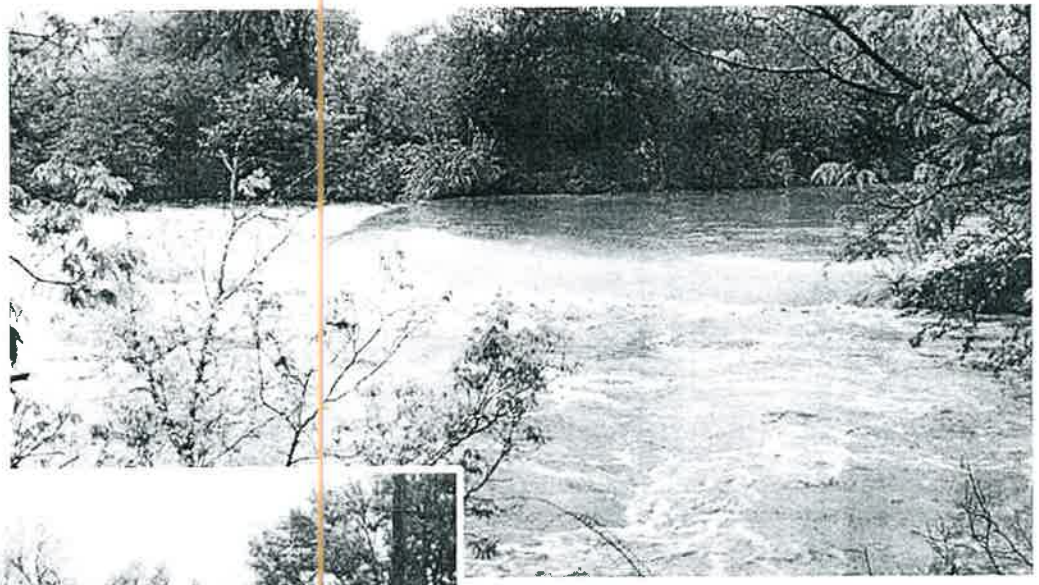
DISCUSSION:
As you are aware, the City of Fayetteville experienced a major flooding event in April of 2017. As a follow up to that event, City staff presented the results of an investigation into the stormwater drainage system to Council at agenda session in June of this year. This investigation revealed funding needs in excess of $15 million dollars to address the drainage issues that the City is aware of at this time. Also during this presentation, several funding sources were identified in order to begin to address these issues. However, given the extent of funding required, council expressed the desire to research a stormwater utility in order to provide an adequate funding source to begin to address the issues related with the stormwater system as well as maintain the system into the future.

In order to accomplish this task, staff is recommending the City utilize the experience of a professional consultant versed in establishing stormwater utilities. This will aid in developing a system that will ensure that the current and future needs are met. The engineering division would aid in the procurement of the professional service and organization of the appropriate resources to identify the funding needs as well as the structure of a potential stormwater utility program.

BUDGET/STAFF IMPACT:
The cost of the study will depend heavily on the defined scope, however, staff anticipates that the investigation would not exceed $200,000. The funding source would need to be general fund reserves as this was not a budgeted project in 2017 and no funding is available for this project at this time.

Attachments:
April 29, 2017 Flood Event Summary

April 28-30, 2017 Flooding Event

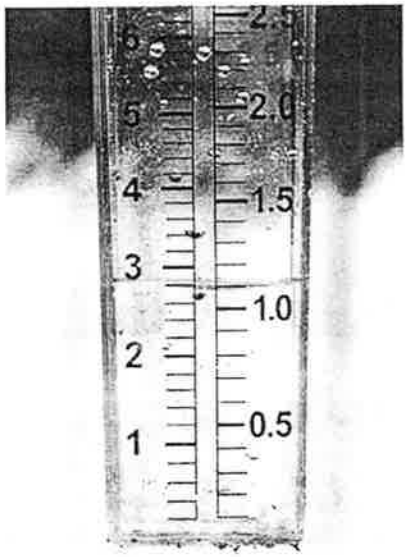


CITY OF
FAYETTEVILLE
ARKANSAS

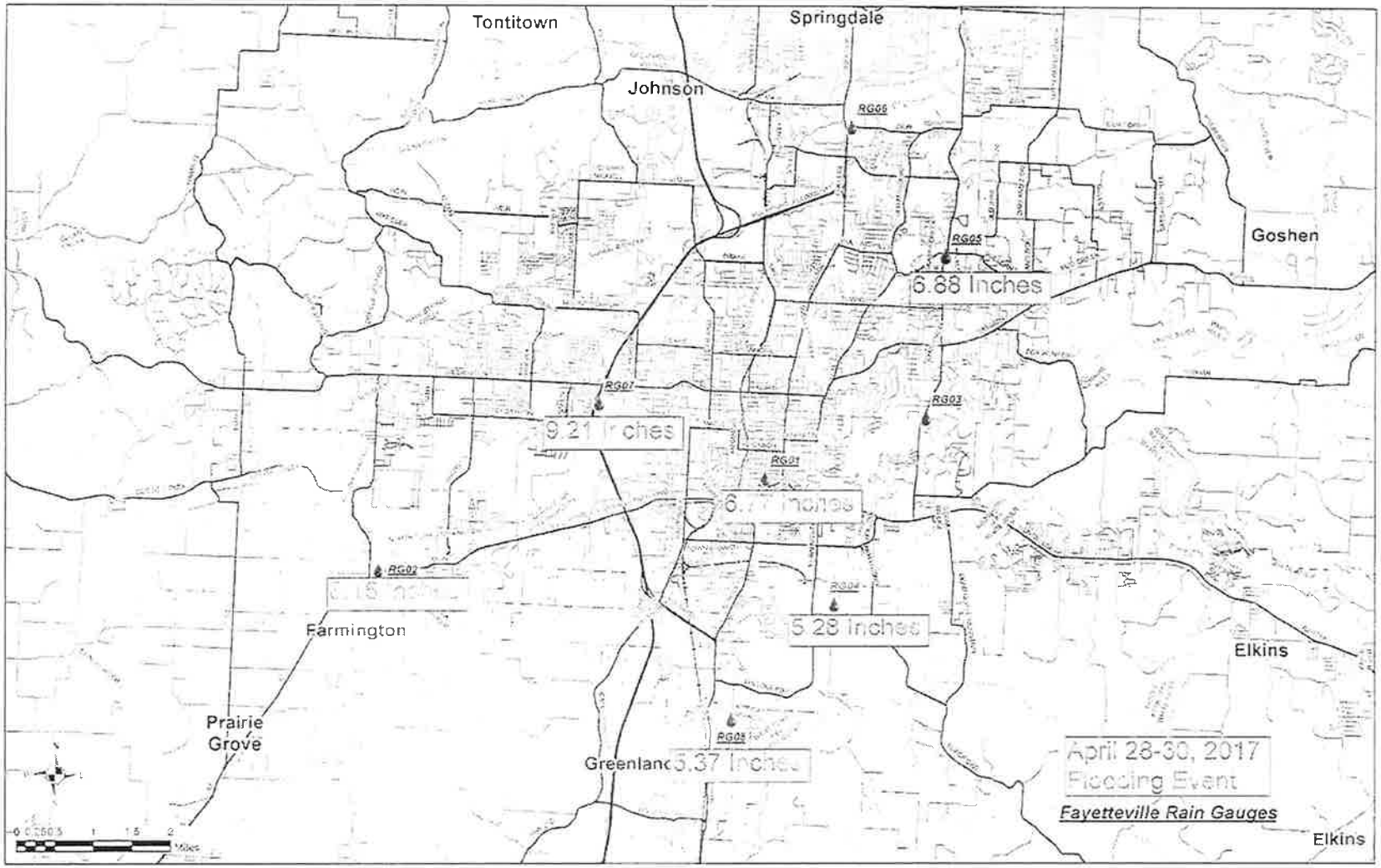
FAQ

- How much rain did we get?
- Was it a 100-year event?
- What area saw most flooding?
- What can the City do to help?

100-Year Event

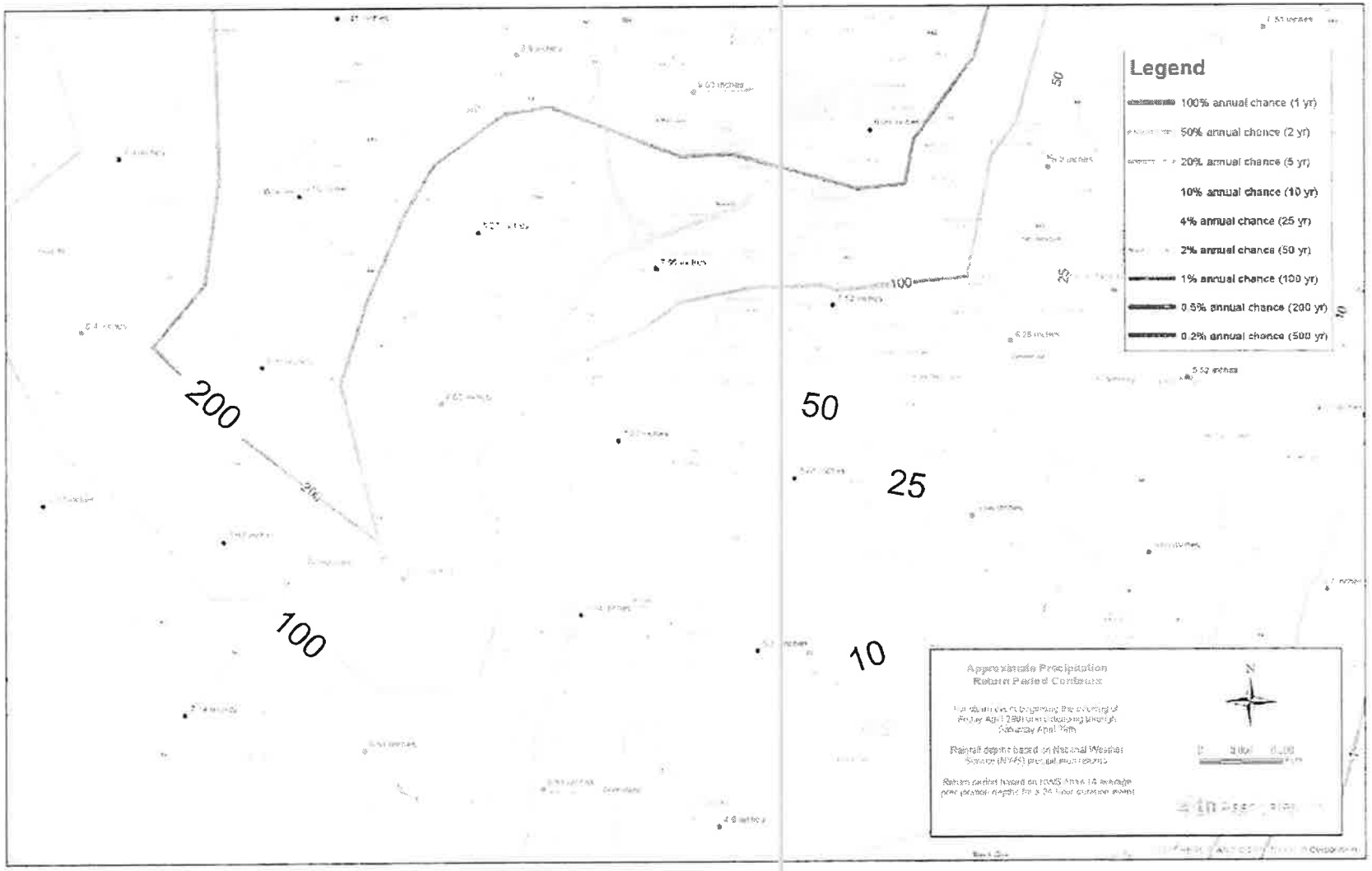


- Total 24 hour precipitation
- Intensity (inches per hour) of precipitation
- Observed stream levels/high water marks



100-Year 24 hour Rainfall: 7.91 Inches

Total Precipitation April 28th-April 30th
City Rain Gauges



Provided by FTN Associates

Total Precipitation April 28th-April 30th
National Weather Service

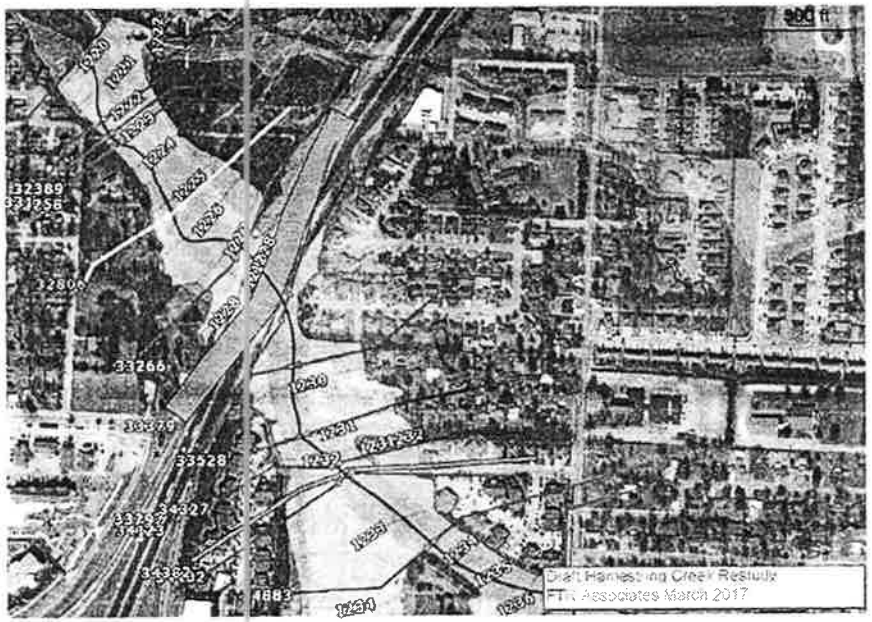
Intensity

- Highest intensity between 4:45 PM and 8:45 PM on Saturday 29th
- Between 2.01 and 5.65 inches of rain during that 4 hour time period
- Highest Intensity: 0.83 inches rain in 15 minute period (3.32 in/hr)
- Over 0.5 inches in 15 minutes common

Observed HW Marks

2663 W Megan Drive

- Observed HW Mark Elevation:1230.9
- Anticipated 1% Annual Chance (100-year) event: 1230.7



Observed HW Marks

1189 N West End

- Observed HW Mark Elevation:1233.6
- Anticipated 1% Annual Chance (100-year) event: 1234.0

Observed HW Marks

191 E Rebecca St

- Observed HW Mark Elevation:1390.1
- Anticipated 1% Annual Chance (100-year) event: 1392.5

Stream Gauges

Mud Creek at Greg/Wilkerson:

- Peak Gauge Height 17.5 (Approximately 1181.5 Elevation)
- Anticipated 10% Annual Chance(10-year) event: 1180.5
- Anticipated 2% Annual Chance (50-Year) event: 1182.0
- Anticipated 1% Annual Chance (100-year) event: 1183.0

Stream Gauges

Town Branch at Armstrong:

- Peak Gauge Height 17 (Approximately 1188.75 Elevation)
- Anticipated 1% Annual Chance (100-year) event: 1190.7

Niokaska at Township

- Peak Gauge Height 6.92
- Correlates with an estimated 4% Annual Chance (25-year) Event

Street Flooding

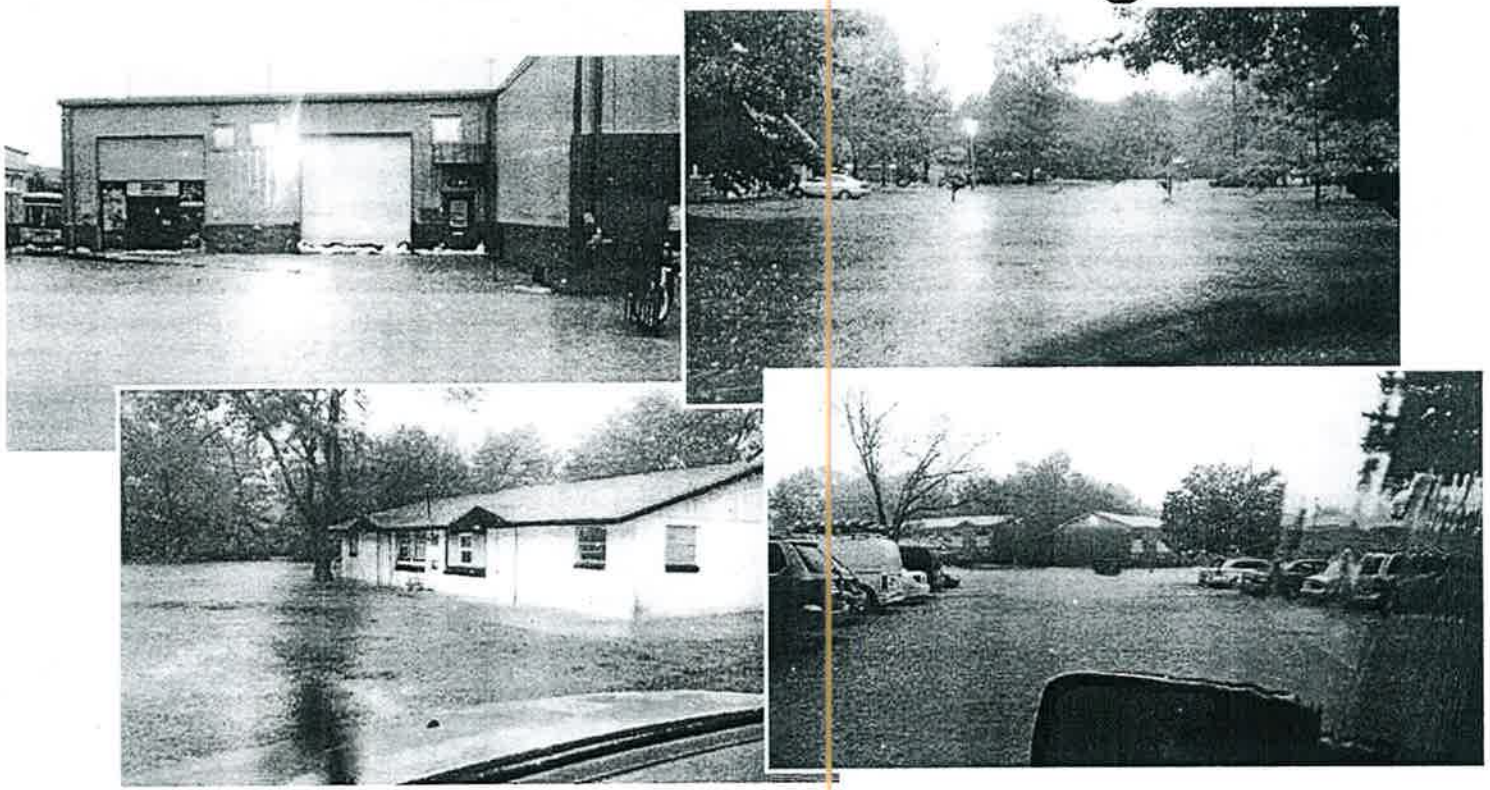
S 15th Street

N Porter Road

N College Ave @ Sunbridge

W Poplar Street

Structure Flooding

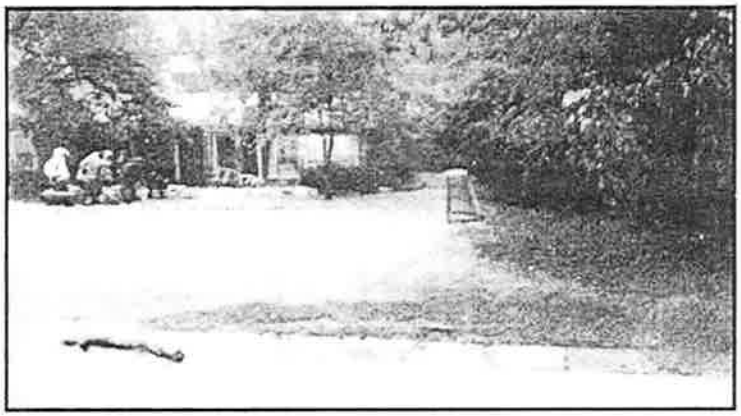


Estimate 45-50 structures with various levels of flooding that have been reported

Property Damage/Yard Flooding

Fence Damage
Valley Drive

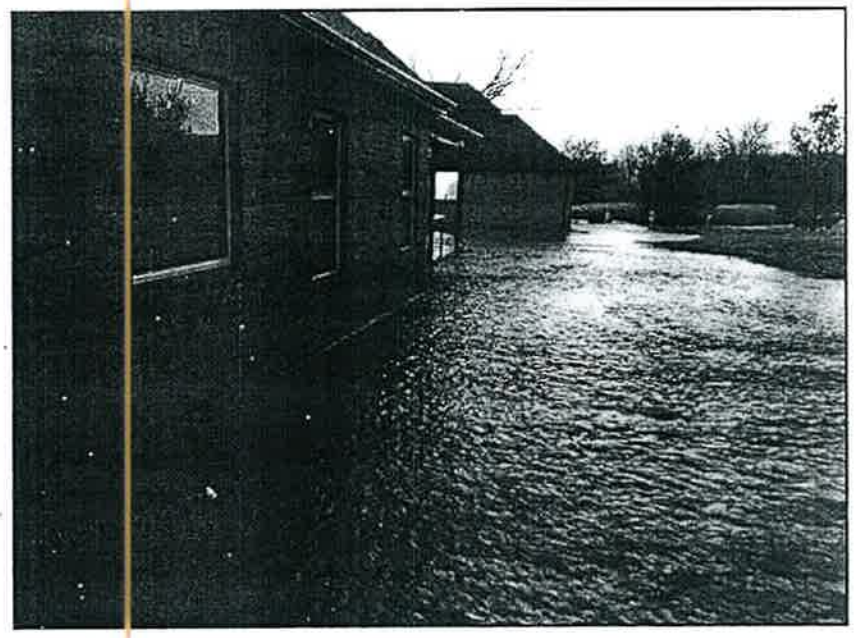
Structure/Yard
Flooding



Driveway
Flooding

Property Damage/Yard Flooding

E Rebecca Property Flooding



E Spyglass Hill Property Flooding

Property Damage/Yard Flooding

College and Rebecca Parking

West of Holly/Sang Intersection

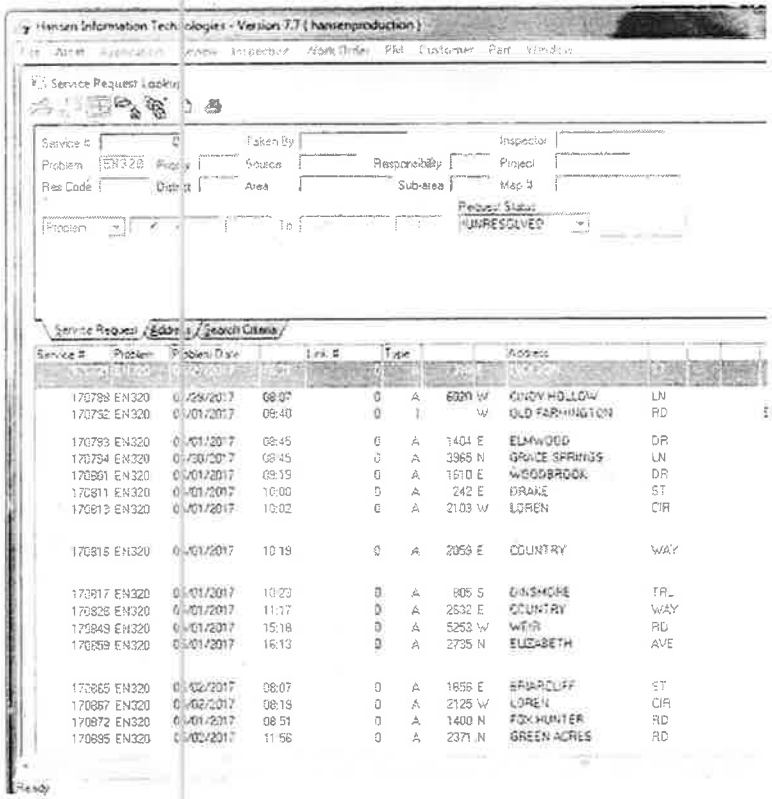
N Fowler Ave

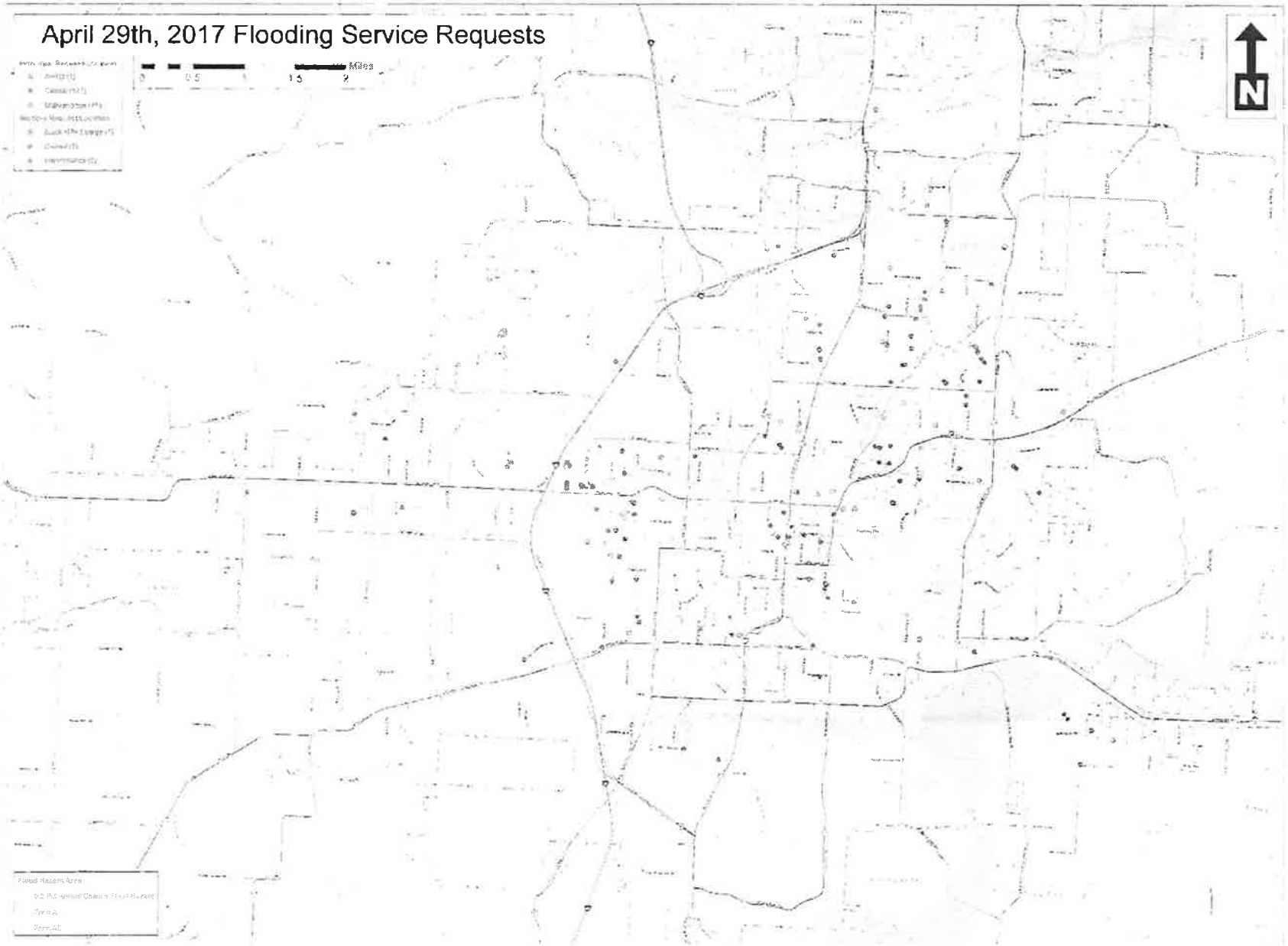
N Lewis Ave

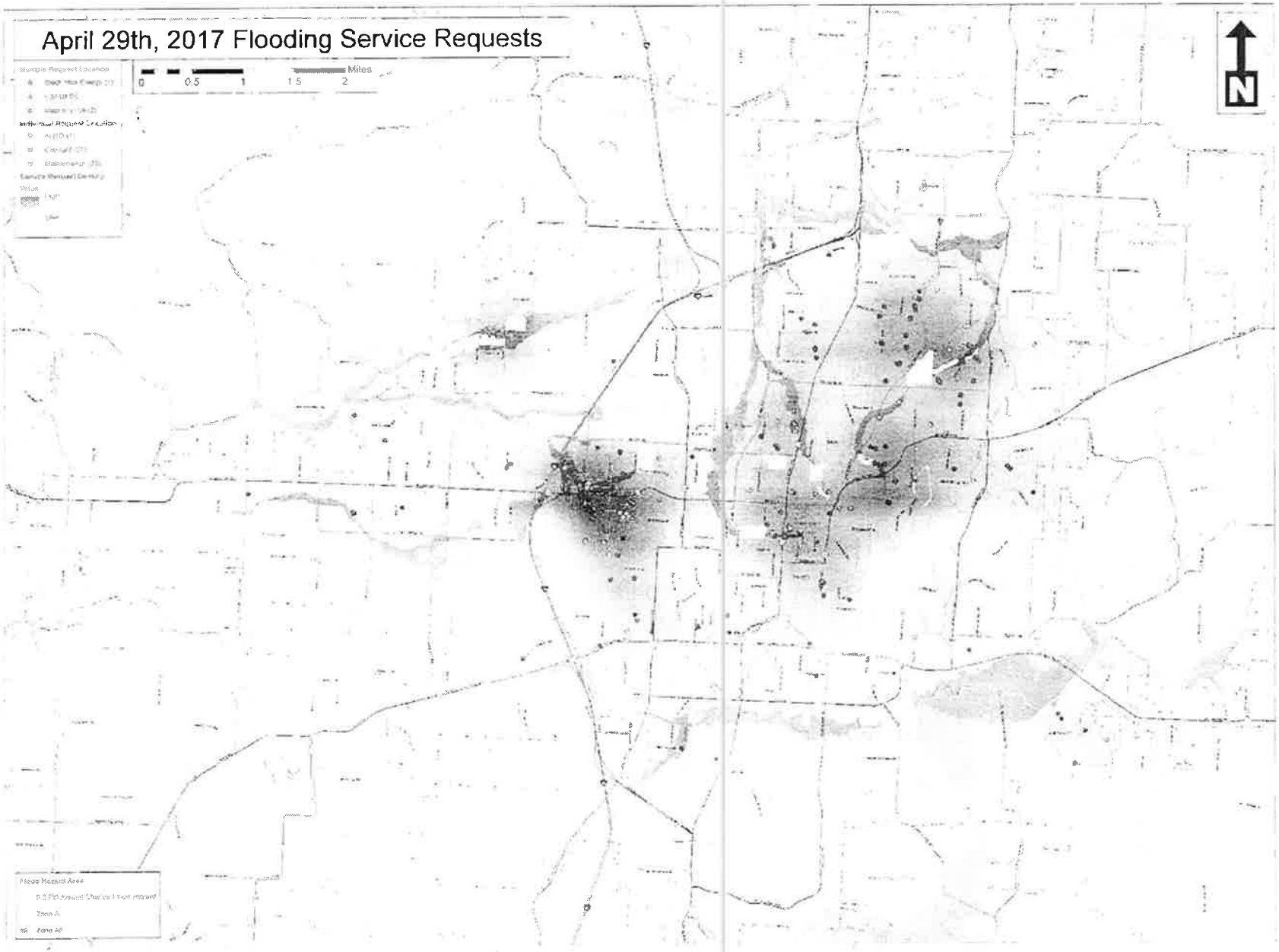
Service Requests

Categories

- Maintenance
- Capital
  - Small Projects
  - Medium Projects
  - Large Projects




April 29th, 2017 Flooding Service Requests
Miles
0
0.5
1
1.5
2
N


April 29th, 2017 Flooding Service Requests
Miles
0
0.5
1
1.5
2
N

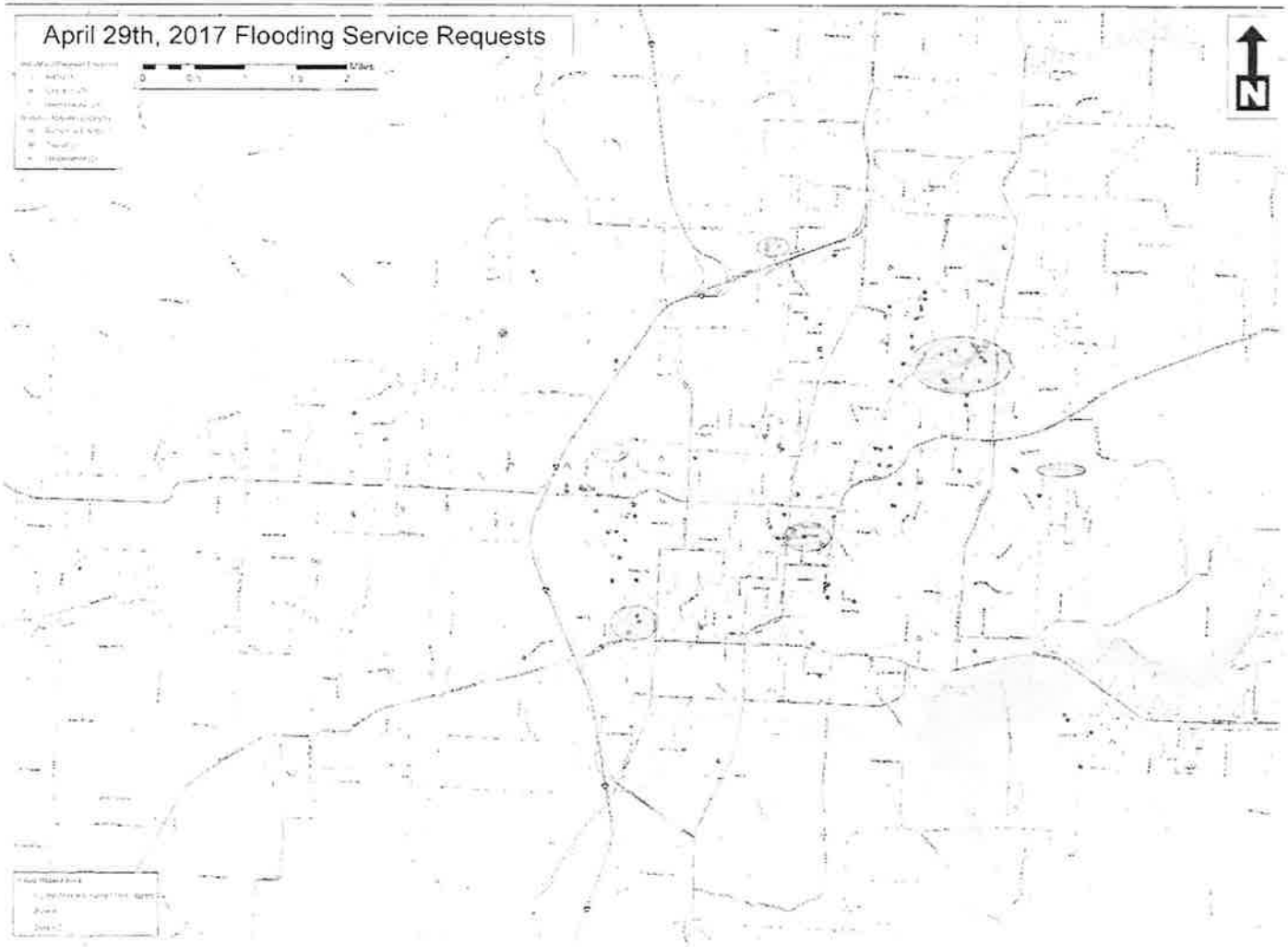
Maintenance

- Projects include
  - Clearing debris from ditches, culverts, inlets, channels
  - Restoring ditch capacity
  - Includes labor only, no materials
  - Historically deferred due to other priorities
  - Occurs throughout the City

Small Drainage Projects

- Projects include
  - Anything under $500,000
  - Culvert replacement/size increase
  - Curb/Inlet construction
  - Increase inlet capacity
  - Create ditches/swales to divert runoff
  - Occurs throughout the City

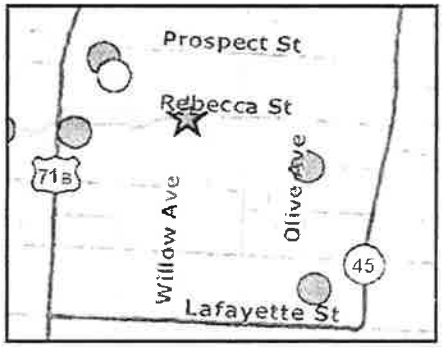
Medium Drainage Projects



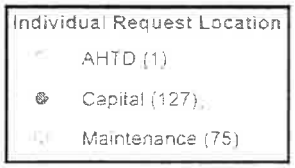
Medium Drainage Projects

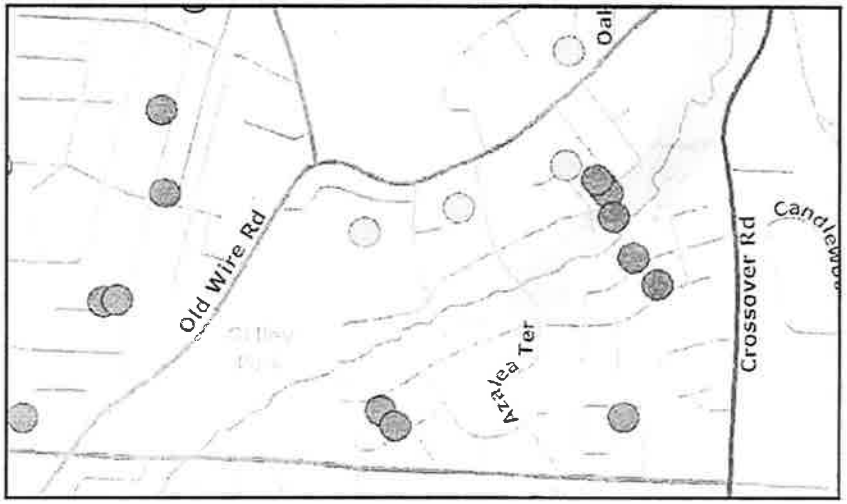
- Projects include
  - Anything between $500K and $1 Mil
  - Similar to Small Projects but larger scale
  - Culvert replacement/size increase
  - Increase inlet capacity
  - Install culvert/inlets/curb where none existed

Medium Drainage Projects

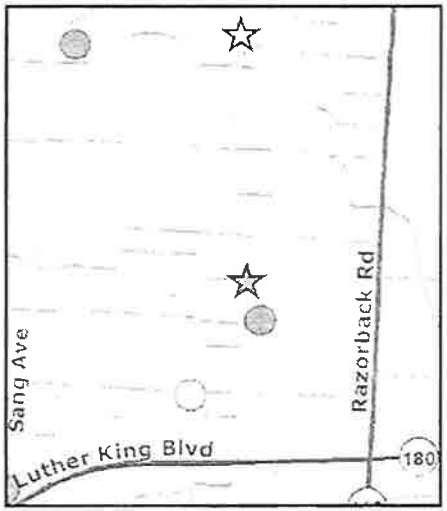


Upper Scull Phase II





1-Boxwood Ave/Ashbrook Dr
2-E Country Way/E Ferguson Ave

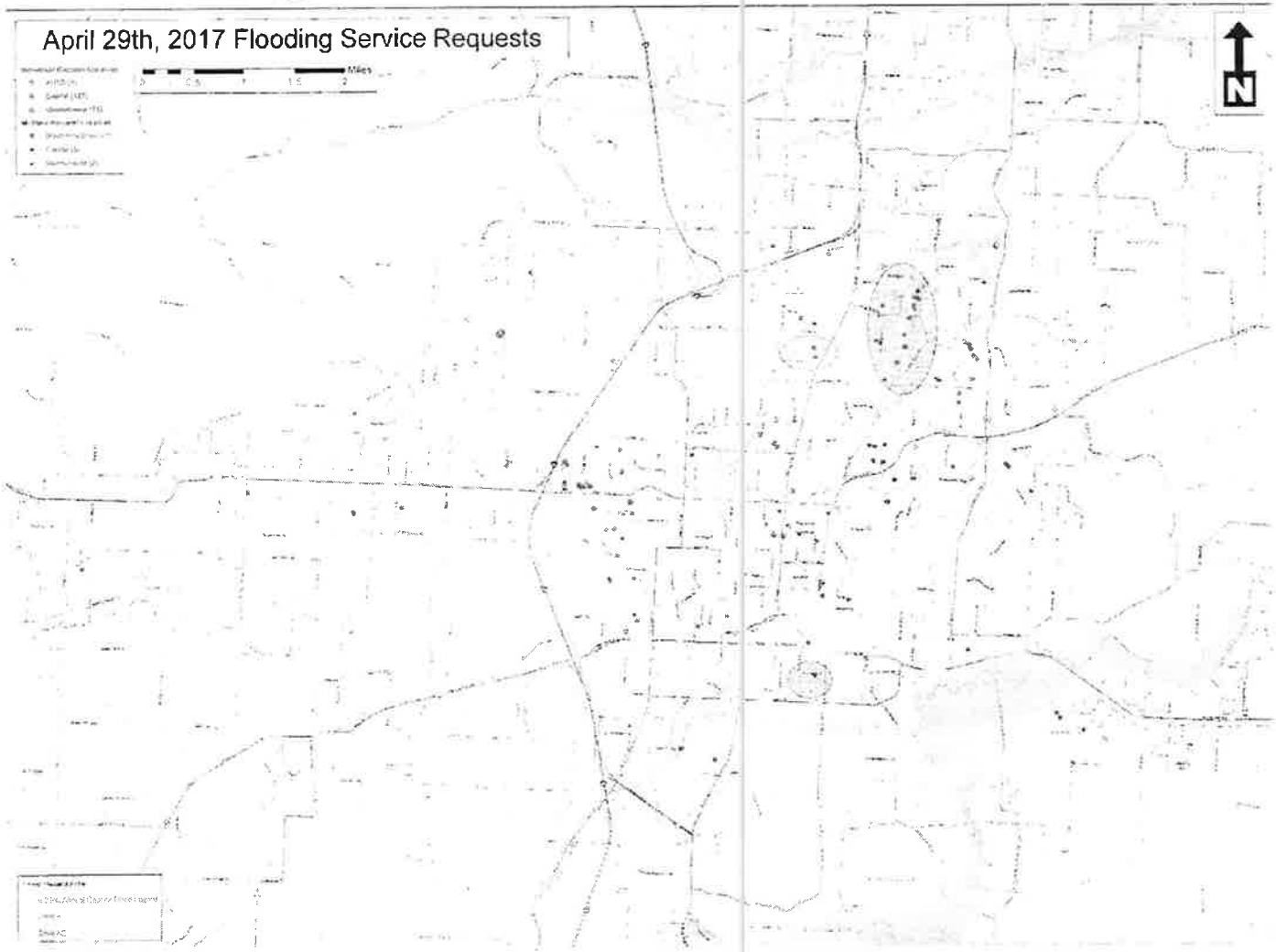


Eastern Ave

Stream Erosion Ranking System (later this year)

- Sandpiper Dr
- N Ashbrook
- Sweetbriar Park
- WF White River
- Rocky Branch
- More Rural Areas

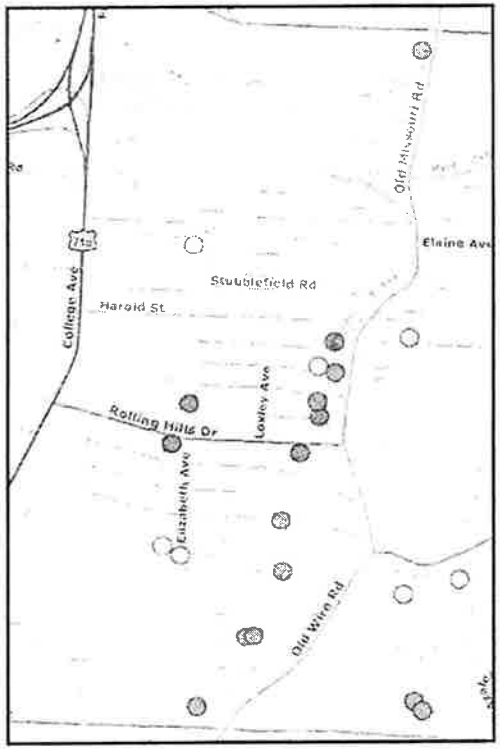
Large Drainage Projects



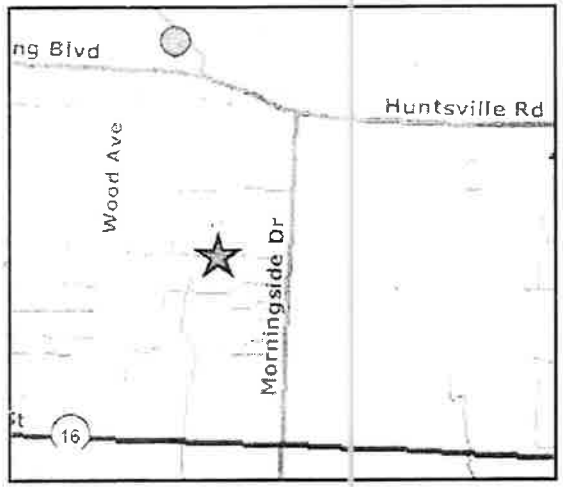
Large Drainage Projects

- Projects include
  - Anything over $1 Mil
  - Large scale projects implemented throughout entire watersheds
  - Have been considered previously but deferred due to cost

Large Drainage Projects
$1 Million Plus

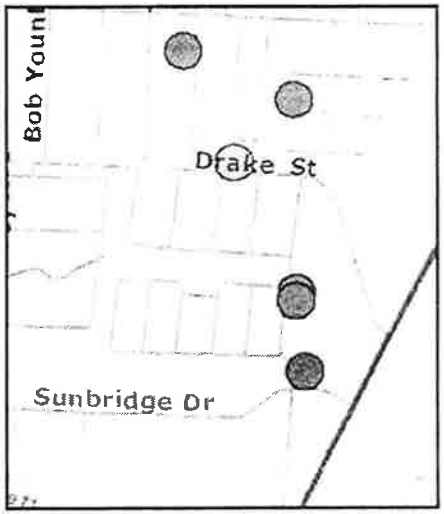


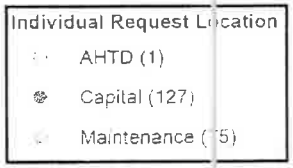
Missouri Creek



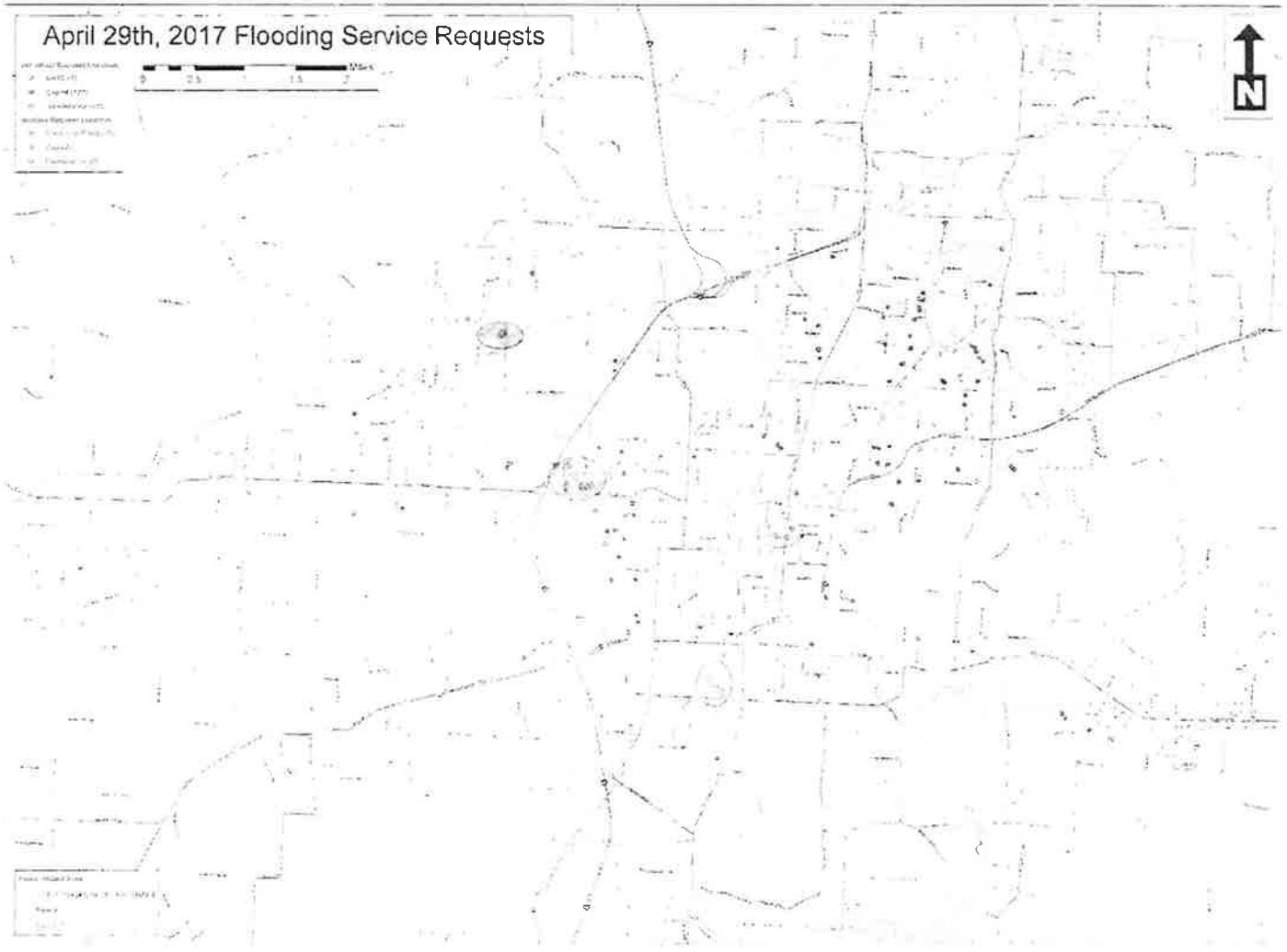
Elmhurst/McClinton

Sunbridge/College



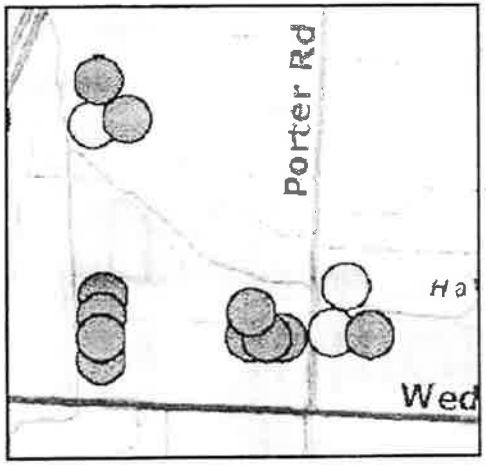


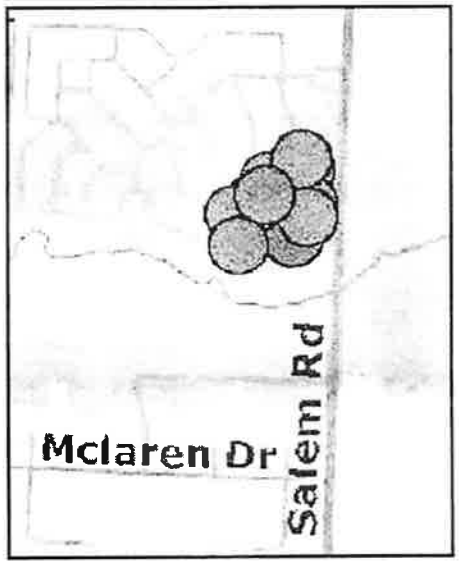
Additional Flood Study



Additional Flood Study Needed

- Large floodplains w/limited solutions
  - Clabber Creek at Salem Drive
  - Ellis Ave between S Hill and S 15th
  - Scull Creek College Ave Crossing
  - Hamestring @ I-49





Where to Begin?

- Project size
  - Complete large projects or greater number of smaller projects
- Severity of property damage
  - Structure damage, property damage, nuisance drainage
- Length of time known
- Number of residents impacted

$ How Much $

- Overall cost estimated $15 to $20 million
- Maintenance: 83 Projects; $100K
- Small: 92 Projects; $2.5 Mil
- Medium: 6 Projects; $3 Mil
- Large: 3 Projects; $8 Mil
- Does not include
  - labor costs for maintenance projects
  - capital costs for those projects in need of flood study

Funding Mechanisms

- Capital Improvement Program
- Future Bond Issue
- Stormwater Utility

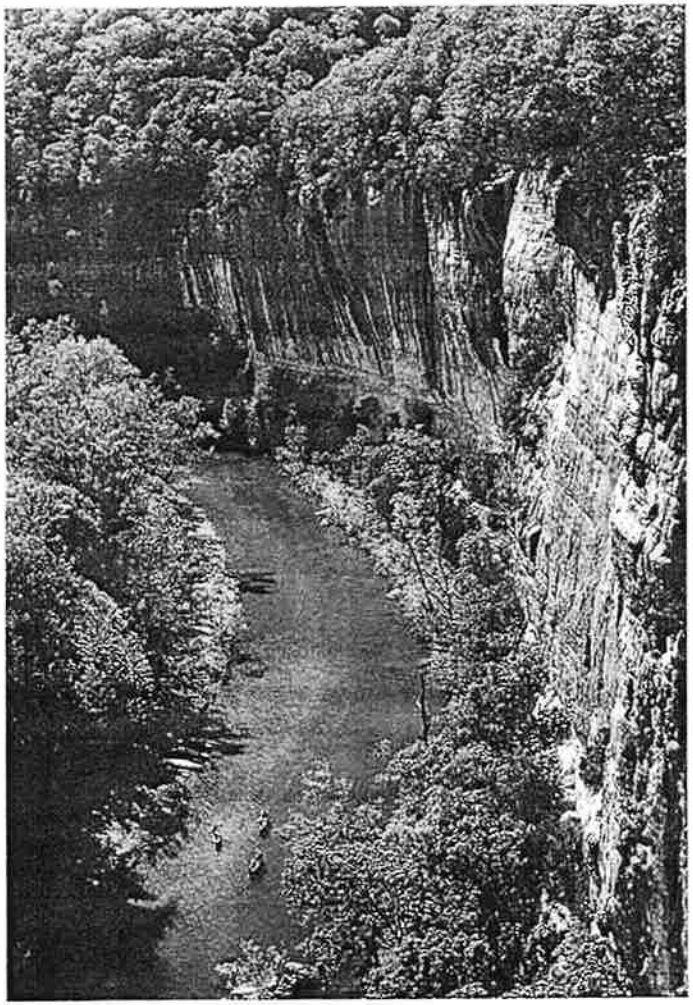
Stormwater Utility

- Permanent Revenue Stream
  - Maintenance/Operations
  - Capital Improvements
  - Water Quality Monitoring
  - MS4 and other permitting
  - Stream Restoration
- Allows for more robust incentive use LID
- Provide flexibility for developer
  - Cost of system versus on-site mitigation

Stormwater Utility

- Further investigation required:
  - Determine funding needs
    - Projects, ongoing maintenance, staff, administration of program
  - Potential structure: flat rate versus sliding scale based on impervious area
  - Determine appropriate rate
  - Rebates for LID and other runoff reduction measures

Next Steps



- Priority List
- Funding Mechanism
- Questions?
  - Contact the Engineering Division, 575-8206 engineering@fayetteville-ar.gov

Disaster Declaration

Funding available for public infrastructure and private individuals

–Apply directly to FEMA for approval

–Only pays to repair, no upgrades, to public infrastructure

–Some grants can pay to elevate, floodproof or purchase/demolish structures

https://www.disasterassistance.gov/

1-800-621-FEMA (3362)

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division /Org2	Adjustment Number
2017	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Express the City's intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment

COUNCIL DATE: 8/15/2017

LEGISTAR FILE ID#: **2017-0413**

Barbara Fell
8/1/2017 4:00 PM

Budget Director Date

TYPE:

DESCRIPTION:

RESOLUTION/ORDINANCE

GLDATE:

POSTED: /

v.20170707

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
TOTAL	200,000	200,000				
1010.090.6600-5314.00	200,000	-	***17008***	***1***	EX	Professional Services - :
1010.001.0001-4999.99	-	200,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
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City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division /Org2	Adjustment Number
2018	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $229,222 and to approve a budget adjustment.

COUNCIL DATE: 6/5/2018

LEGISTAR FILE ID#: **2018-0267**

Kevin Springer
5/18/2018 9:55 AM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20180417

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
TOTAL	29,498	29,498				
1010.090.6600-5314.00	29,498	-	17008	1	EX	Professional Services - :
1010.001.0001-4999.99	-	29,498			RE	Use Fund Balance - Current
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113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 209-19

File Number: 2019-0510

JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC.
AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $3,860.00 FOR ADDITIONAL TRAVEL AND LABOR EXPENSES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 4, 2018, the City Council approved a contract with CH2M Hill Engineers, Inc., now known as Jacobs Engineering Group, Inc., to evaluate the feasibility of creating a stormwater utility program; and

WHEREAS, City staff is requesting additional funds for to allow the Jacobs Engineering Group, Inc. project manager to attend the presentation to the City Council and answer any questions about the study.

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 authorizes Mayor Jordan to sign Amendment No. 1 to the Professional Services Agreement between the City of Fayetteville, Arkansas and Jacobs Engineering Group, Inc. formerly CH2M Hill Engineers, Inc. in the amount of $3,860.00 for additional travel and labor expenses for the Jacobs Engineering Group, Inc. project manager to be present for the stormwater utility feasibility study presentation to the City Council

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

PASSED and APPROVED on 9/17/2019

Approved:

Lioneld Jordan, Mayor

Attest:

Lisa Branson, Deputy City Clerk

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2019-0510

Agenda Date: 9/17/2019 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 6

JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $3,860.00 FOR ADDITIONAL TRAVEL AND LABOR EXPENSES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 4, 2018, the City Council approved a contract with CH2M Hill Engineers, Inc., now known as Jacobs Engineering Group, Inc., to evaluate the feasibility of creating a stormwater utility program; and

WHEREAS, City staff is requesting additional funds for to allow the Jacobs Engineering Group, Inc. project manager to attend the presentation to the City Council and answer any questions about the study.

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 authorizes Mayor Jordan to sign Amendment No. 1 to the Professional Services Agreement between the City of Fayetteville, Arkansas and Jacobs Engineering Group, Inc. formerly CH2M Hill Engineers, Inc. in the amount of $3,860.00 for additional travel and labor expenses for the Jacobs Engineering Group, Inc. project manager to be present for the stormwater utility feasibility study presentation to the City Council

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

2019-0510

Legistar File ID

9/17/2019

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

Chris Brown	5/15/2018	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Amendment 1 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $3,860 (total contract amount $233,082) and to approve a budget adjustment.

Budget Impact:

1010.090.6600-5314.00	General Fund
Account Number	Fund
17008.1	Stormwater Utility Feasibility Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	229,222.00
		Funds Obligated	$	229,222.00
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	3,860.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	3,860.00
		Remaining Budget	$	-

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 131-18

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF SEPTEMBER 17, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: August 20, 2019

SUBJECT: Approval of Amendment 1 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $3,860 (total contract amount $233,082) and to approve a budget adjustment.

RECOMMENDATION:
Approval of Amendment 1 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $3,860 (total contract amount $233,082) and to approve a budget adjustment.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Sales Tax Capital Improvement Program (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. To develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require more than $1 million dollars for each project. Given the current funding levels, it would take many years to address just one of those projects.

The City Council recognized these needs and approved moving forward with a feasibility study on June 5, 2018 via resolution 131-18.

DISCUSSION:
As the feasibility study nears completion, staff is requesting additional funds so that Jacobs may be present for the presentation of the study to the City Council. We feel it is important for the Council to hear the findings of the study and for the Council to be able to ask any questions of Jacobs in person.

BUDGET/STAFF IMPACT:
The overall cost proposed is $3,860 which includes one additional trip not included in the original contract. This would bring the total of all services to $233,082 and is proposed to be set aside from the general fund as was the case with the original funding for the study.

Attachments:
Amendment 1 to Stormwater Feasibility Contract
Budget Adjustment
Resolution 131-18

SCOPE CHANGE AUTHORIZATION

Project:	Amendment 1 to the Stormwater Feasibility Study Contract	Date Prepared:	August 21, 2019
Jacobs Project No.:	705896CH	Date Revised:	
Client:	City of Fayetteville, AR	Client Project No.:	
Project Manager:	Heather H. Dyke	Change No.:	1

1. The following changes in the scope of the work are hereby authorized:

1 additional Project Manager trip (labor and travel).

2. The effect of these changes in scope is as follows:

a. Fee	(1) Change	Labor: $2,560 + Travel: $1,300 = $3,860
	(2) New Total	$233,082
b. Schedule		September / October 2019
c. Construction	(1) Cost	N/A
	(2) Schedule	N/A
d. Other		N/A

3. The reason for these changes in the scope of the work are as follows:

PM presentation of the draft Feasibility Study report to City leadership and attend stakeholder meeting, if needed.

4. Project Manager's comments:

Approved by Client: _____ Date: 9-17-19

Agreed to by JEG: _____ Date: 8/21/2019

Distribution:

Client	Director of Projects
Project Manager	Service Leader
Client Services Manager	File

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

Resolution: 131-18

File Number: 2018-0267

STORMWATER UTILITY STUDY CONTRACT:

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., PURSUANT TO RFQ 18-02, IN AN MOUNT NOT TO EXCEED $229,222.00 FOR A STORMWATER UTILITY FEASIBILITY STUDY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional services agreement with CH2M Hill Engineers, Inc., pursuant to RFQ 18-02, in an amount not to exceed $229,222.00 for a stormwater utility feasibility study.

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

PASSED and APPROVED on 6/5/2018

Approved:

Lioneld Jordan, Mayor

Attest:

Sondra E. Smith, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0267

Agenda Date: 6/5/2018 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 2

STORMWATER UTILITY STUDY CONTRACT:

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., PURSUANT TO RFQ 18-02, IN AN AMOUNT NOT TO EXCEED $229,222.00 FOR A STORMWATER UTILITY FEASIBILITY STUDY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional services agreement with CH2M Hill Engineers, Inc., pursuant to RFQ 18-02, in an amount not to exceed $229,222.00 for a stormwater utility feasibility study.

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

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division /Org2	Adjustment Number
2019	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of Amendment 1 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $3,860 and to approve a budget adjustment.

COUNCIL DATE: 9/17/2019

LEGISTAR FILE ID#: **2019-0510**

Liz Hutchens
8/26/2019 9:35 AM

Budget Director Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.20190816

TOTAL	3,860	3,860				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.090.6600-5314.00	3,860	-	17008	1	EX	Professional Services
1010.001.0001-4999.99		3,860			RE	Use Fund Balance - Current
	-	-				
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113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 250-19

File Number: 2019-0596

JACOBS ENGINEERING, INC. AMENDMENT NO. 2:

A RESOLUTION TO ACCEPT AND ADOPT THE STORMWATER STUDY FOR FLOOD MANAGEMENT AND WATER QUALITY FUNDING, TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $150,200.00 FOR ADDITIONAL SERVICES RELATED TO THE DEVELOPMENT OF FINAL RECOMMENDATIONS FOR THE CREATION OF A STORMWATER UTILITY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study; and

WHEREAS, on June 5, 2018 the City Council passed Resolution 131-18 authorizing a contract with CH2M Hill Engineers, Inc. for the feasibility study; and

WHEREAS, the feasibility study has been completed and is being presented to the City Council for final acceptance and adoption of the findings and recommendations; and

WHEREAS, if the study is accepted and adopted, staff also recommends the approval of Amendment No. 2 to the contract for Jacobs Engineering, Inc., the parent company of and successor in interest to CH2M Hill Engineers, Inc., to develop final recommendations for the creation of a stormwater utility in the City of Fayetteville.

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 accepts and adopts the Stormwater Study for Flood Management and Water Quality Funding, a copy of which is attached to this Resolution.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the Professional Services Agreement with Jacobs Engineering, Inc., a copy of which is attached to this Resolution, in the amount not to exceed $150,200.00 for additional services related to the development of final recommendations for the creation of a stormwater utility.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 11/5/2019

Approved:

Lioneld Jordan, Mayor

Attest:

Lisa Branson, Deputy City Clerk

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2019-0596

Agenda Date: 11/5/2019 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 3

JACOBS ENGINEERING, INC. AMENDMENT NO. 2:

A RESOLUTION TO ACCEPT AND ADOPT THE STORMWATER STUDY FOR FLOOD MANAGEMENT AND WATER QUALITY FUNDING, TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $150,200.00 FOR ADDITIONAL SERVICES RELATED TO THE DEVELOPMENT OF FINAL RECOMMENDATIONS FOR THE CREATION OF A STORMWATER UTILITY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study; and

WHEREAS, on June 5, 2018 the City Council passed Resolution 131-18 authorizing a contract with CH2M Hill Engineers, Inc. for the feasibility study; and

WHEREAS, the feasibility study has been completed and is being presented to the City Council for final acceptance and adoption of the findings and recommendations; and

WHEREAS, if the study is accepted and adopted, staff also recommends the approval of Amendment No. 2 to the contract for Jacobs Engineering, Inc., the parent company of and successor in interest to CH2M Hill Engineers, Inc., to develop final recommendations for the creation of a stormwater utility in the City of Fayetteville.

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 accepts and adopts the Stormwater Study for Flood Management and Water Quality Funding, a copy of which is attached to this Resolution.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the Professional Services Agreement with Jacobs Engineering, Inc., a copy of which is attached to this

Resolution, in the amount not to exceed $150,200.00 for additional services related to the development of final recommendations for the creation of a stormwater utility.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2019-0596

Legistar File ID

11/5/2019

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

Chris Brown	10/17/2019	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the Flood Management and Water Quality Funding Study recommendations as well as contract amendment 2 with Jacobs, formerly CH2M Hill, in an amount not to exceed $150,200 (total contract amount $383,282) for additional services and approval of a budget adjustment

Budget Impact:

4470.621.8810-5817.00	Sales Tax Capital Improvement
Account Number	Fund
17008.1	Stormwater Utility Feasibility Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	233,082.00
		Funds Obligated	$	233,082.00
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	150,200.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	150,200.00
		Remaining Budget	$	-

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 131-18

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF NOVEMBER 5, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: October 16, 2019

SUBJECT: Approval of the Flood Management and Water Quality Funding Study recommendations as well as contract amendment 2 with Jacobs, formerly CH2M Hill, in an amount not to exceed $150,200 (total contract amount $383,282) for additional services and approval of a budget adjustment.

RECOMMENDATION:
Staff recommends approval of the Flood Management and Water Quality Funding Study recommendations as well as contract amendment 2 with Jacobs, formerly CH2M Hill, in an amount not to exceed $150,200 (total contract amount $383,282) for additional services and approval of a budget adjustment.

The contract amendment would further refine the stormwater utility framework by developing final recommendations for the extent and level of service with associated rates, investigating and developing the credit program, investigating the necessary ordnance revisions associated with the program and other services.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Sales Tax Capital Improvement Program (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. To develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require more than $1 million dollars for each project. Given the current funding levels, it would take many years to address just one of those projects.

The City Council recognized these needs and approved moving forward with a feasibility study on June 5, 2018 via resolution 131-18

DISCUSSION:
The Flood Management and Water Quality Funding Study final draft is attached for review. However, in general it finds that the most equitable way to fund the Stormwater needs into the future is with a fee for service based on the customer's impact to the system. Impervious area was selected as the basis for the fee as it is directly related to the customer's impact to the system. Impervious area causes an increase in the amount of water entering the drainage system which can then increase the chance of flooding, stream bank erosion and sedimentation. Runoff from impervious area also carries pollutants that can impact water quality. These include, among others, sediment, herbicides and pesticides, meals and bacteria from things such as pet waste. For these reasons, impervious area is an equitable basis for the fee because larger developments, businesses and homes generate a greater need for Stormwater services because of the greater amount of runoff they generate.

Given the feedback from stakeholders, residents and the council committee, Option A/B was selected as it provides an adequate level of service, extends services to areas of town not currently served and provides additional services not currently in the stormwater program. It includes a 20-year capital program schedule and routine maintenance. This maintenance would include cleaning/inspecting approximately 20% of the overall drainage system annually (approximately 400,000 LF), replacing 2.5% of the drainage system annually (approximately 8,500 LF), performing maintenance on residential detention basins (approximately 110 total) and providing for approximately $1.1 million annually for capital projects.

Table ES-2. Tiered Rate Structure

Tier Range (SF of Impervious Area)	Proposed Monthly Fee Without Current Funding [a.]
Tier 1 (0 and 2,000)	$2.31
Tier 2 (2,000 and 3,500)	$5.09
Tier 3 (3,500 and 5,000)	$7.86
Tier 4 (5,000 and 6,500)	$10.64
Tier 5 (6,500 and 8,000)	$13.41
Tier 6 (over 8,000)	$1.85/1,000 SF

a. If there is an onsite stormwater management facility, there could be a reduced fee basd on a sustainable credit program established by the City.

A tiered system based on impervious area was selected as the most equitable way to distribute the cost of the program based on the items noted above. The proposed tiers can be found below, and additional information can be found within the attached study.

CONTRACT AMENDMENT SUMMARY:
The contract amendment with Jacobs will include several of the recommended additional tasks based on the outcome of the feasibility study and feedback received during the public outreach efforts. These tasks include additional stakeholder engagement and education, final stormwater program definition and rate analysis, refinement of stormwater customer billing database, development of a sustainable credit system, fee-in-lieu-of program assessment, review or ordinances and intergovernmental agreements and overall project and quality management.

- Stakeholder Engagement and Education: this item will include additional stakeholder engagement through workshops, public meetings, etc… in order to further educate the public and targeted stakeholders of the need for a sustainable stormwater program.

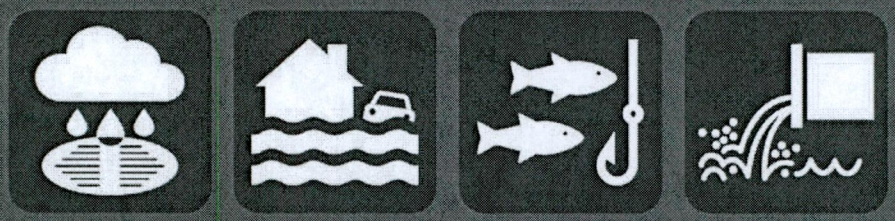
- Stormwater program definition and rate analysis: this item will include final definition of the stormwater program extent and level of service as well as a final rate analysis. This will include a review of an alternate rate structure using percentage of impervious area to lot size rather than an absolute rate based on public feedback.
- Stormwater Customer Billing Database: while the majority of this task will be handled by staff, Jacobs will provide support where necessary as guidance. The billing database will not be finalized until such time that a final decision is made on the billing mechanism and implementation.
- Sustainable Credit System: the next phase of the contract will begin to define further the credit system and how it will apply to the various tiers shown in the current proposal
- Fee-in-lieu-of Program Assessment: assessment of the potential for a fee-in-lieu-of improvement in instances where the project site may be limited and there is potential for the City or other parties to make regional improvements.
- Ordinances and Intergovernmental Agreements: review ordinances to include all aspects of water quality and water quantity. This will include an analysis of the current exemptions of 1 and 2 family from the grading and drainage permit requirements as well as development of agreements with certain entities that would be included in the stormwater program.
- Overall project quality and management: this item will include the overall project and quality management associated with the continuation of the project.

BUDGET/STAFF IMPACT:
The overall cost proposed amendment is $150,200 which includes additional tasks outlined above as well as those listed in more detail on the attached contract amendment. This would bring the total of all services to $383,282. A budget adjustment is proposed to move funding from two existing drainage projects into the stormwater utility study project.

The overall cost of the additional services, if approved, would include additional staff and consultant time as well as additional consultant expenses. If approved, it is anticipated that these additional tasks could take up to one year, at which point an ordinance to establish the utility could be presented to the Council. An additional period would then be required to finalize the billing database and begin collecting the fee from users.

Attachments:
Final Draft Stormwater Study for Flood Management and Water Quality Funding
Contract Amendment 2 to the Stormwater Feasibility Contract

Stormwater Study for Flood Management and Water Quality Funding



CITY OF
FAYETTEVILLE
ARKANSAS

October 2019

JACOBS | olsson

Executive Summary

Additional Funding is Needed:
• To further protect the public (safety), public roads, and private property from flooding,
• For watershed improvements to continue protecting the quality of the Beaver Lake, the City's drinking water source
• To proactively maintain current drainage systems while starting to retrofit and replace, as needed, aging infrastructure
• To continue complying with increasing NPDES Phase II MS4 permit requirements
• To encourage the use of green infrastructure and other sustainable development practices to help mitigate stormwater runoff and flooding

The City of Fayetteville (the City) needs additional funding for drainage, flood management, and water quality improvements. The City continues to attract new residents, with corresponding new development, while its existing stormwater system continues to age. At the same time, recent flooding demonstrated the need to proactively plan for storms of increasing intensity and frequency. A combination of more high-intensity rainfall and growth of hard surfaces has contributed to flooded streets and properties, among other drainage issues, which can ultimately impact the quality of the City's drinking water source, Beaver Lake. Other stormwater-related funding needs are driven by the need for compliance with more stringent National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) regulations. In response, the City initiated this Flood Management and Water Quality Funding Study (Funding Study) to identify the most equitable way to fund these needs going forward. The key findings of the Funding Study are summarized in **Table ES-1**.

Stakeholder Engagement and Education

Over a dozen workshops and meetings were held with City staff, Council, and Stakeholders between June 2018 and August 2019 to educate Stakeholders about Fayetteville's drainage needs and secure input on how to fund these needs. Stakeholders were further engaged via a dedicated website, factsheets, and two Speak Up Fayetteville Surveys. Survey #1 found that a majority (82%) of the 166 surveyed individuals think that drainage issues are either a major or minor problem in their area. **Figure ES-1** notes what type of drainage issues Stakeholders are experiencing. Flooding in streets, roads, or private drives; flooding on their property; and trash/debris in streams or drainage ditches each received over 75 responses.

Figure ES-1. Survey #1 Results

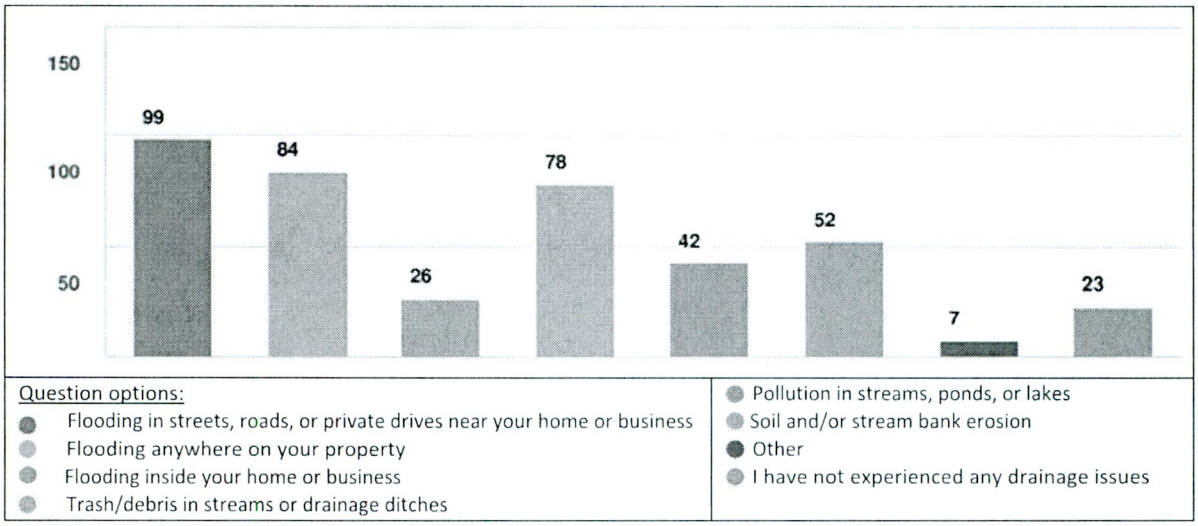


Table ES-1. Flood Management and Water Quality Funding Study—Key Findings

Topic	Findings
Stakeholder Engagement *(Refer to Section 2 for more details.)*	• 82% of survey respondents think drainage is a major or minor problem in the City. • 39% of those surveyed were willing to pay a Flood Management and Water Quality fee based on IA, 35% said they were not, and 26% were undecided. • Additional Stakeholder education and engagement efforts would be conducted if the City proceeds with implementation.
Current Stormwater Program Costs *(Refer to Section 3.2.)*	• The City currently spends approximately $1.5 million annually, of which $200,000 is on capital projects. • Drainage services are currently funded by the Street Fund, General Fund, Sales Tax Capital Improvements Fund, and the intermittent issuance of revenue bonds.
Stormwater EOS *(Refer to Section 3.3.1.)*	• The recommended EOS was selected to make the City's current drainage services more equitable for those older areas developed before public drainage easements were required. • It would include public roads, public detention ponds, and ROWs, and drainage features within existing dedicated public easements (excluding private commercial detention ponds). • The City would establish procedures for accepting public drainage easements from existing property owners and for assuming public maintenance responsibilities of private residential detention ponds.
Stormwater LOS *(Refer to Section 3.3.2.)*	• The recommended LOS would address the backlog of drainage projects and meet Flood Management and Water Quality goals in a 20-year time frame. • Examples of the services included in this LOS include: – Cleaning/inspecting approximately 20% of the overall drainage system annually (400,000 LF). – Replacing 2.5% of drainage system annually (8,500 LF). – Performing maintenance on residential detention basins (110 total).
Future Stormwater Program Costs *(Refer to Section 3.3.3.)*	• Depending on the LOS option selected, the City would need $3.5 to $4.6 million annually to fund Operation and Maintenance, Engineering and Planning, Regulatory Compliance, and Administration (CIP costs described separately in **Section 3.4**). • Alternative funding sources such as additional taxes, special assessments, developer trust funds, impact fees and grants would not be equitable, provide adequate funding or allow for use across the City.
Programmatic Capital Improvement Project Costs *(Refer to Section 3.4.)*	• Depending on the option selected, total Future CIP needs range from $35 to $59 million over a 15- to 20-year time period, respectively. • Excluding the $15 million of early action plan CIP projects funded by 2019 drainage bond program, the City would need approximately $1 to $3 million annually to fund its CIP needs. • This would fund drainage improvements, floodplain buyouts/elevation projects, projects identified by drainage studies and watershed improvement/stream restoration projects. The higher level of CIP funding would also provide large-scale regional detention projects and some detention pond retrofits.

CIP = Capital Improvements Program
EOS = extent of service
IA = impervious area
LF = linear foot (feet)
LOS = level of service
ROW = right of way
SF = square foot (feet)

Table ES-1. Flood Management and Water Quality Funding Study—Key Findings

<table>
<tr><th>Topic</th><th>Findings</th></tr>
<tr><td>Financial Planning and Rate Analysis
(Refer to Section 4.)</td><td>

IA, using a billing unit of 1,000 SF, was selected as the basis of the fee in order to quantify the approximate burden a property places on the City's drainage system.
A six-tier, customer-neutral rate structure was selected as the most equitable and cost-effective option given the distribution of the City's IA.
The selected rate option would be phased in over a 5-year period.
Future services would be funded from a stand-alone enterprise fund sourced from a new Flood Management and Water Quality Fee and the intermittent issuance of revenue bonds.
The City plans to evaluate two methods for billing property owners during implementation, either its existing, monthly utility system or Washington County's annual property tax system.

<table>
<tr><th>Tier Range (SF of IA)</th><th>Year 5 Monthly Fee</th></tr>
<tr><td>Tier 1 (0 and 2,000)</td><td>$2.31</td></tr>
<tr><td>Tier 2 (2,000 and 3,500)</td><td>$5.09</td></tr>
<tr><td>Tier 3 (3,500 and 5,000)</td><td>$7.86</td></tr>
<tr><td>Tier 4 (5,000 and 6,500)</td><td>$10.64</td></tr>
<tr><td>Tier 5 (6,500 and 8,000)</td><td>$13.41</td></tr>
<tr><td>Tier 6 (over 8,000)</td><td>$1.85/1000 SF</td></tr>
</table>
</td></tr>
<tr><td>Stormwater Credit and Incentive Programs
(Refer to Section 5.)</td><td>

A sustainable credit system would be developed with additional Stakeholder input.
Credits would be available to all customers and be based on the sizing criteria found in City's drainage criteria manual with additional credits likely offered for green infrastructure practices, rain barrels and public education.
A stormwater rebate program and in lieu of fee program may also be considered as incentives during implementation.

</td></tr>
<tr><td>Policy and Legislative Considerations
(Refer to Section 6.)</td><td>

Selection of IA as the billing unit established a "rational nexus" between the drainage services provided by the City and how they are funded.
The Funding Study was structured to reflect the following "fee for service" policy considerations:

Unlike a tax, it is also important that all properties with impervious surfaces pay, there should be no exemptions, only credits for reducing a property's burden on the stormwater system. As a result, important City Stakeholders who have historically not paid impact fees for police and fire, will still be expected to contribute to the Flood Protection and Water Quality fee program.
The overall cost of the program would be reasonably related to the services being provided,
Revenue from the fee would be accounted for separately in an enterprise fund for use by the stormwater program,
The tiered rate structure would be proportional to a property's contribution to stormwater runoff.

At the State level, stormwater management, including the creation and operation of a stormwater utility, is authorized by the definition of the term "works" in Arkansas Code 14-235-201.
There are currently two communities in Arkansas with drainage fees: Bryant and Hot Springs.

</td></tr>
</table>

CIP = Capital Improvements Program
EOS = extent of service
IA = impervious area
LF = linear foot (feet)
LOS = level of service
ROW = right of way
SF = square foot (feet)

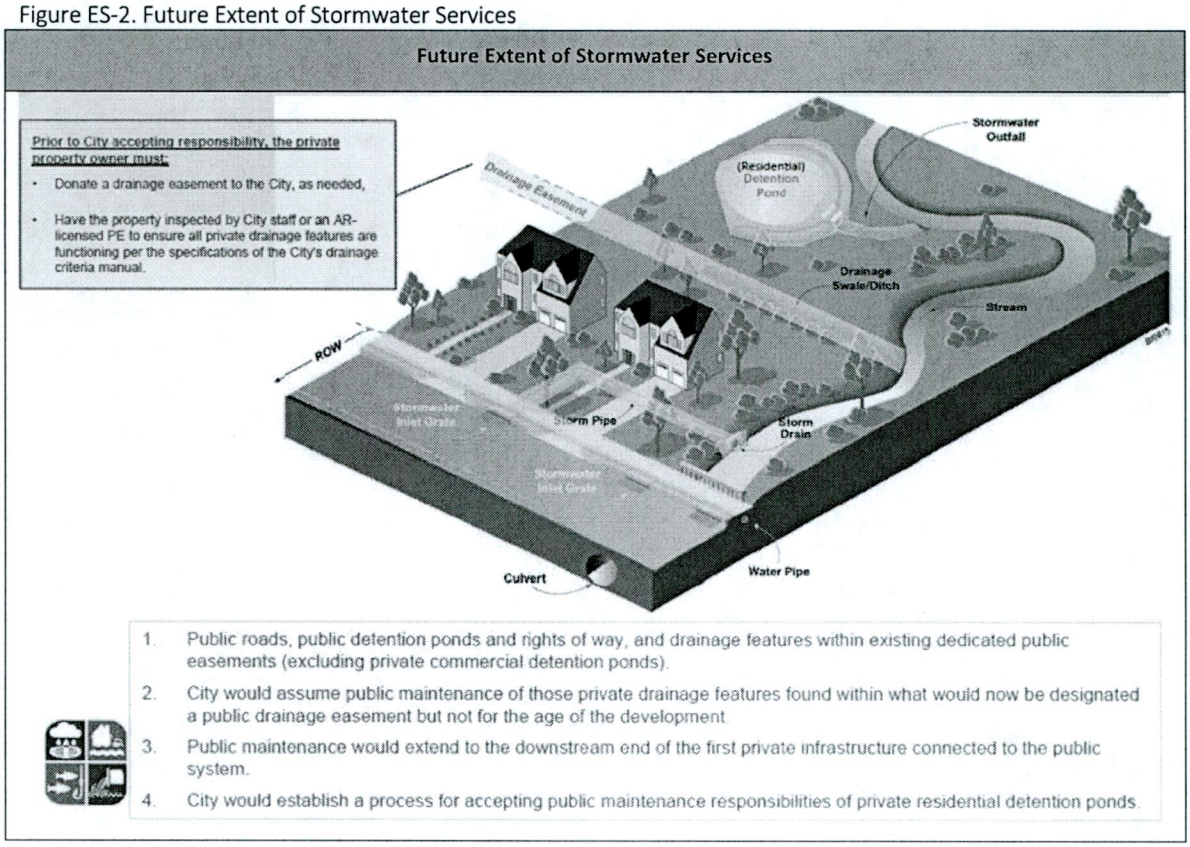
CURRENT STORMWATER SYSTEM AND COSTS

The City currently provides stormwater services within the public rights of way (ROWs), on City-owned property, and in those areas with public drainage easements. The City spends approximately $1.5 million annually on these services, of which $200,000 is for capital projects. Although the City does try to leverage grants and other funding sources, these activities are primarily supported by the Street Fund, General Fund, and Sales Tax Capital Improvements Fund. As such, these activities are competing for limited funds with the City's other transportation and operating needs on a year-to-year basis.

FUTURE STORMWATER SERVICES AND COSTS

A range of future service options was evaluated in the study. This included looking at different options for the EOS (where the City will work) and LOS options (what stormwater services the City would provide and at what frequency). Routine, proactive, and enhanced EOS/LOS options were studied to enable a comparison of benefits versus costs and consideration of how they relate to the City's financial capacity. Based on Stakeholder input, the City intends to pursue a future EOS option that makes the City's current drainage services more equitable by extending maintenance to older parts of Fayetteville while taking on public responsibility of select private infrastructure (residential detention ponds and private infrastructure connected to Public ROW) (**Figure ES-2**).

Figure ES-2. Future Extent of Stormwater Services



A 20-year capital program schedule and routine maintenance approach for the future LOS was selected to address the backlog of drainage projects and meet Flood Management and Water Quality Goals. This LOS option would provide for services such as:

- Cleaning/inspecting approximately 20% of the overall drainage system annually (approximately 400,000 LF)
- Replacing 2.5% of drainage system annually (approximately 8,500 LF)
- Performing maintenance on residential detention basins (110 total)

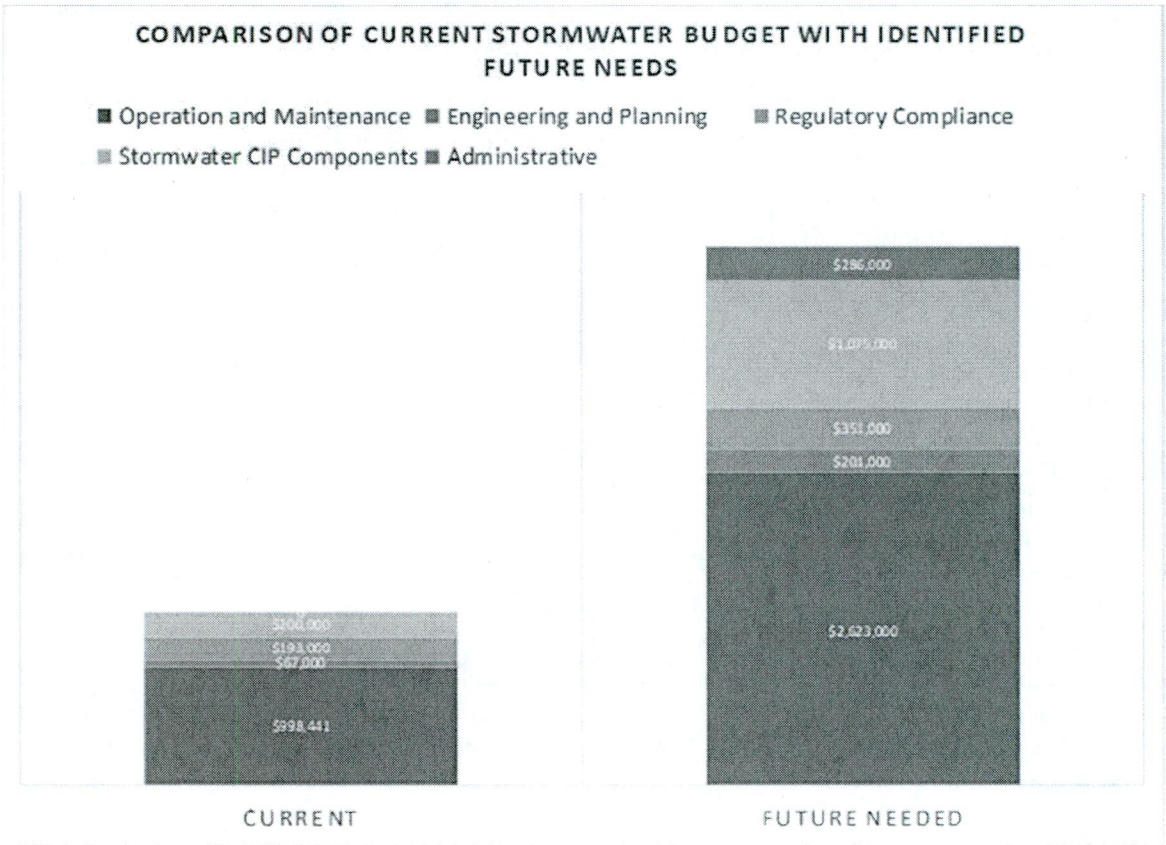
To do so, the City would spend $4.5 million annually in the future, of which $1.1 million would be on capital projects.

Future Capital Costs

The 2018 Drainage Plan estimated that more than $15 million is needed to address the most urgent backlog of known capital projects (**Figure ES-3**). Because it can take several years for the City to save enough to complete a single drainage project at the current funding level, the 2019 Drainage Bond was passed as an Early Action Plan to start addressing these high priority capital projects.

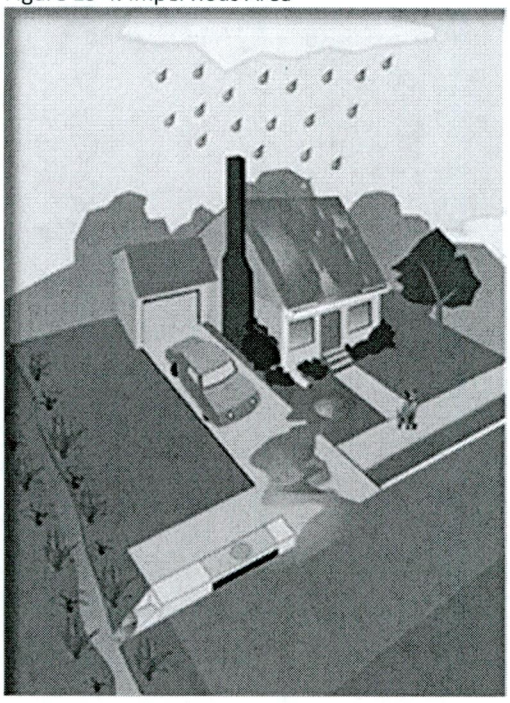
However, additional funds are also needed to fully evaluate the City's watersheds and drainage system to identify the full extent of issues and identify cost-effective, sustainable flood management and water quality solutions. After removing the projects funded by the Drainage Bond, future CIP needs total $34.6 million over a 20-year period, or $1.1 million on an annual basis. This would fund drainage improvements, floodplain buyouts/elevation projects, projects identified by drainage studies and watershed improvement/stream restoration projects.

Figure ES-3. Comparison of Current Stormwater Budget with Identified Future Needs



Basis of Potential Fee For Future Services

Figure ES-4. Impervious Area



Impervious Area, or surfaces that do not absorb stormwater such as rooftops, driveways, and parking, would be the basis of the Flood Protection and Water Quality Fee.

IA was selected as the basis of a potential Flood Management and Water Quality fee. It is the most common basis for stormwater-related fees nationwide because using this metric ensures that customers pay according to the demand their property places on the City's stormwater system. IA causes an increase in the amount of water entering the drainage system, which can then increase the chance of flooding, stream bank erosion, and sedimentation. Runoff from IA also carries pollutants that can impact water quality, such as sediment, herbicides and pesticides, metals, and bacteria from pet waste. Therefore, IA is an equitable basis for the fee because larger developments, businesses, and homes, with corresponding parking lots and driveways, generate a greater need for stormwater services because of the greater amount of runoff that they generate (**Figure ES-4**).

A preliminary customer billing database was developed by the City's Geographic Information System (GIS) department to assess the funding potential of the 236 million SF of IA identified within its 25,690 parcels. A six-tier, customer-neutral rate structure based on IA was selected as the most equitable and cost-effective method of billing a Flood Management and Water Quality fee (**Table ES-2**).

Recommended Flood Management and Water Quality Fee Structure

A range of fee estimates was examined with and without the continuation of current funding from the Street and General Funds. Ultimately, a stand-alone program for future services was recommended that discontinues reliance on these sources for the City's drainage program. It would instead be administered from an enterprise fund sourced from the new Flood Management and Water Quality fee and the intermittent issuance of revenue bonds. The proposed rate structure shaded yellow in **Table ES-2** would be phased in over a 5-year period to achieve these monthly rates in Year 5. This would result in an $5.09 monthly fee for a 1,500-SF home with a two-car garage, a $67 monthly fee for a typical fast food restaurant, and a $250 monthly fee for a 75-unit apartment complex.

Table ES-2. Tiered Rate Structure

Tier Range (SF of Impervious Area)	Proposed Monthly Fee Without Current Funding [a.]	Monthly Fee with Current Funding [a.]
Tier 1 (0 and 2,000)	$2.31	$1.60
Tier 2 (2,000 and 3,500)	$5.09	$3.52
Tier 3 (3,500 and 5,000)	$7.86	$5.44
Tier 4 (5,000 and 6,500)	$10.64	$7.36
Tier 5 (6,500 and 8,000)	$13.41	$9.28
Tier 6 (over 8,000)	$1.85/1,000 SF	$1.28/1,000 SF

[a.] *If there is an onsite stormwater management facility, there could be a reduced fee based on a sustainable credit program established by the City.*

Sustainable Credit Program

A sustainable credit program would be developed with additional Stakeholder input if the City proceeds with implementation. A stormwater credit is an ongoing, renewable reduction in the Flood Management and Water Quality fee that is provided to property owners that implement practices onsite that reduce the stormwater runoff from their properties; all properties subject to the fee are eligible to apply for a fee credit. Credits would be offered to customers based on the sizing criteria found in City's drainage criteria manual with additional credits likely offered to property owners that implement green infrastructure practices on their properties or contribute substantially to public education related to the City's stormwater programs. Other incentives such as a stormwater rebate program and in lieu of fee program may also be considered during implementation.

Policy Basis of a Potential Fee Service Program

Development of this Funding Study was guided by establishing a "rational nexus" between the drainage services provided by the City and how the services are funded. User fees are based on the "polluter pays" principle; therefore, the size of the fee charged must be related to the burden a property places on the City's stormwater system. The Funding Study was structured to reflect the following "fee for service" policy considerations:

- All properties with impervious surfaces would pay; unlike a tax, there would be no exemptions only appropriate appeals and credits would be allowed (NAFSMA, 2006).
- The overall cost of the program would be reasonably related to the services being provided.
- Revenue from the fee would be accounted for separately in an enterprise fund for use by the stormwater program.
- The tiered rate structure would be proportional to a property's contribution to stormwater runoff.

Unlike a tax, it is also important that all properties with impervious surfaces pay, there should be no exemptions, only credits for reducing a property's burden on the stormwater system. As a result, important City Stakeholders who have historically not paid impact fees for police and fire, will still be expected to contribute to the Flood Protection and Water Quality fee program.

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Acronyms and Abbreviations

ADEQ	Arkansas Department of Environmental Quality
BMP	Best Management Practices
CIP	Capital Improvements Program
CWA	Clean Water Act
DCM	Drainage Criteria Manual
EOS	extent of service
ERU	equivalent residential unit
GIS	Geographic Information System
IA	impervious area
ID	Identification number
LF	linear foot (feet)
LID	low-impact development
LOS	level of service
MCM	Minimum Control Measures
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O & M	operation and maintenance
ROW	right of way
SF	square foot (feet)
SWMP	Stormwater Management Plan
USGS	U.S. Geological Survey
WCRC	Watershed Conservation Resource Center

SECTION 1

Introduction and Background

The City of Fayetteville (the City) needs additional funding for drainage, flood management, and water quality improvements. The City continues to attract new residents and corresponding new development, while its existing stormwater system continues to age. At the same time, recent flooding demonstrated the need to proactively plan for storms of increasing intensity and frequency. A combination of more high-intensity rainfall and growth of hard surfaces have contributed to flooded streets and properties, among other drainage issues, which can ultimately impact the quality of its drinking water source, Beaver Lake. Other stormwater-related funding needs are driven by the need for compliance with evolving National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) regulations and the inherent operation and maintenance (O & M) requirements of aging infrastructure. As a result, the City embarked on this Flood Management and Water Quality Funding Study (Funding Study) to assess what services are currently provided by our drainage program and to compare the cost of these services with the cost of a more proactive approach to reduce flooding and pollutants that impact water quality.

1.1 Strategic Vision and Goals

The strategic vision for the Funding Study is taken from Fayetteville Vision 2050 (InVeritas, 2017), which seeks "*to support the City's guiding principles of well-maintained infrastructure and facilities, a financially sustainable City government and ecosystem preservation to meet its future vision of a vibrant and welcoming city that encourages diversity, creativity, and innovation while providing our citizens the opportunity to thrive.*"

In addition to the goals found in the City's MS4 Stormwater Management Plan (SWMP) (based on the City of Fayetteville 2015 Stormwater Management Program for Permit ARR 040010), the Council provided feedback at the beginning of the Funding Study on the six primary drivers for additional Flood Management and Water Quality Funding. The City Council clearly noted that its intent was to identify a funding source that is fair and equitable, that helps prevent flooding, and that addresses erosion while improving water quality (**Table 1-1**).

These goals and the guiding principles from Vision 2050, listed as follows, were used to define the extent of service (EOS) and level of service (LOS) options:

1. A diverse growing local economy
2. A naturally beautiful city
3. Well-maintained city infrastructure
4. Greater ease of mobility – effective transportation system
5. Financially sustainable government
6. Quality public school system
7. Reputation as a safe community
8. A fun city in which to live
9. Pathways to prosperity
10. Education, research, and healthcare excellence
11. Ecosystem preservation

EOS goals are defined as "what infrastructure" and "where" the City is responsible for managing stormwater. LOS goals are defined as "how well" and "how often" stormwater infrastructure is to be managed.

Table 1-1. Drivers for Flood Management and Water Quality Funding

Drivers	MS4 SWMP Goals and Related Council Chartering Feedback
Education and Engagement	SWMP Goal: Educate citizens and businesses to understand the need to protect water quality
Equity and Fairness	• How to pay for it in a fair and legal way • Cost • Equitable to everyone
Flood Management	SWMP Goal: Protect citizens and property from flooding • Address topography, clogged ditches, and inadequate existing drainage • Prevent home flooding • "Get the water out"
Proactive and Sustainable	• Look to the future and plan for it • Have clear long term, value-added solution • Fund and implement CIP projects in a shorter time frame
Water Quality	SWMP Goal: Improve the quality of surface and sub-surface drainage • Need to address erosion • Water quality
Watershed Maintenance and Preservation	SWMP Goal: Preserve and maintain surface waters, wetlands and riparian areas • Need to address erosion • Water quality

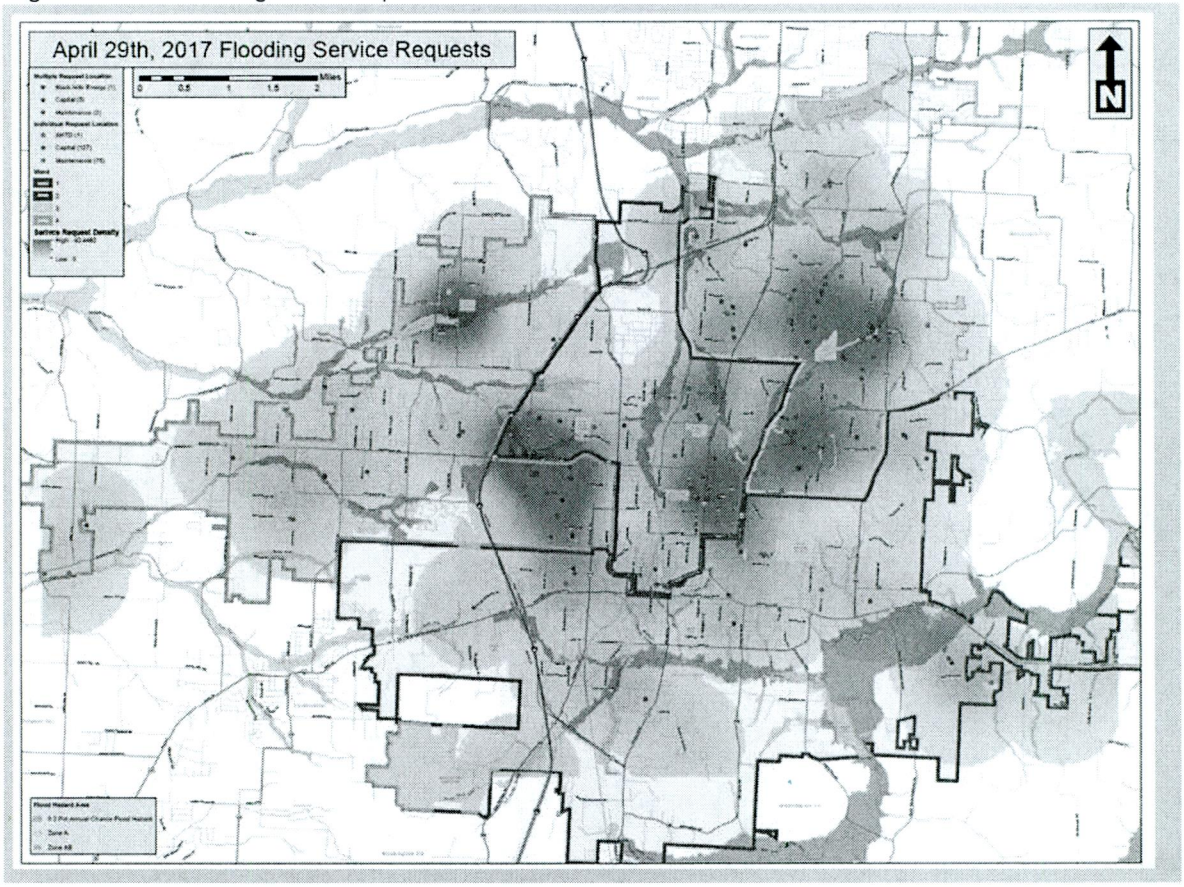
CIP = Capital Improvements Program

1.2 Background

The City has a long history of educating and engaging its Stakeholders on the importance of sustainable drainage practices in creative ways (**Figure 1-1**). On April 29, 2017, a large rain event occurred in Fayetteville, Arkansas, causing flooding in much of the City and surrounding areas. In response to this event, many citizens contacted the City to report damages to structures, roadways, streams, and other damages. The City recorded the customer service requests and has used this record to identify over 100 drainage improvement and maintenance projects ranging in size and complexity (**Figure 1-2**). The 2018 Drainage Improvement Plan (Fayetteville, 2018a), described further in the following section, estimated that the cost of drainage projects is between $15 to $20 million, excluding O & M costs and projects that require additional flood studies.

Figure 1-1. Historical Stakeholder Education Example

Figure 1-2. 2017 Flooding Service Requests



Source: 2018 Drainage Improvement Plan (Fayetteville, 2018a)

1.2.1 2010 Stormwater Utility Feasibility Study

This Funding Study builds on the *Stormwater Utility Feasibility Study* completed by the City in 2010. It was developed in response to the funding needs identified in the Nutrient Reduction Plan to reduce the load of total phosphorus into Beaver Lake as part of a 2006 agreement between the City and the Beaver Water District (Geosyntec, 2009). It found that a utility funded by a user fee would be beneficial as the City continues to grow and develop.

1.2.2 2018 Drainage Improvement Plan

To prioritize the many drainage projects within the City, a numeric ranking system was developed by City staff and approved by the City Council. The prioritization system ranks projects on a points system with scoring based on the number of structures flooded, the number of structures with water against or surrounding them, and other occurrences of property damage. The City prioritizes projects with flooding structures by giving a score of 5 points to each residence or commercial building with water intrusion. Water against or surrounding a structure is scored 2 points for each occurrence. Other property damage, such as damage to an outbuilding or fence, scores 1 point for each occurrence. For example, the ranking system would result in a score of 25 total points for a drainage project with two structures flooded (10 points), five structures with water against or surrounding them (10 points), and five other incidents of property damage (5 points). This sample drainage project would have a lower priority than projects that scored above 25 and a higher priority than projects with fewer than 25 points.

To begin planning for a capital improvement program, the City compiled a list of all potential improvement projects identified during the 2017 flooding incident. The cost of the projects, maintenance, and floodplain buyouts were combined with contingencies, contractor overhead and profit, and design fees to determine a total cost for the existing project demand. **Table 1-2** summarizes the projects implemented as part of the 2018 capital budget of $500,000; some projects were ultimately delayed due to budget overruns.

Table 1-2. 2018 Capital Budget Projects

Project Location	Estimated Cost	Status
Eastern Avenue Interim	$3,000	Complete
Park Avenue/Wilson Park	$33,000	Design Complete/ Transportation to Construct
Ramsey	$56,000	Design Complete/Bid 2020
Ferguson/Country Way	$ 427,624	Under Construction
Spyglass Hill	$172,621	Complete
Black Canyon	$500	Complete
South Emma Avenue	$7,000	Complete

1.2.3 2019 Bond Program

The City proposed an "Early Action Plan" to address the most significant stormwater projects in early 2019 as part of a bond program for flood mitigation and drainage improvement projects identified from the April 2017 flooding event. Funding for these Drainage Improvement Projects, approved at a level not to exceed $15,840,000, was passed by voters on April 9, 2019. The 2019 Bond Program will be implemented in two phases, Phase I (2019 to 2022) and Phase II (2022 to 2025). Eleven projects have been identified for Phase I (**Table 1-3** and **Figure 1-3**); **Table 1-3** lists each of the Phase I projects' location, estimated cost, and rank. The rank total is calculated using a point scoring system to prioritize projects that will have the greatest impact. The scoring system used for the bond program projects is the same scoring system described in **Section 1.2.1**. The estimated construction cost of each of the 11 projects is a planning-level estimate and does not include contingencies, contractor overhead and profit, and design. Although the Drainage Bond projects are generally focused on improvements larger than $200,000, smaller system upgrades such as North Palmer Avenue, and floodplain buyout efforts (on Linda Jo Place, for example) are also included.

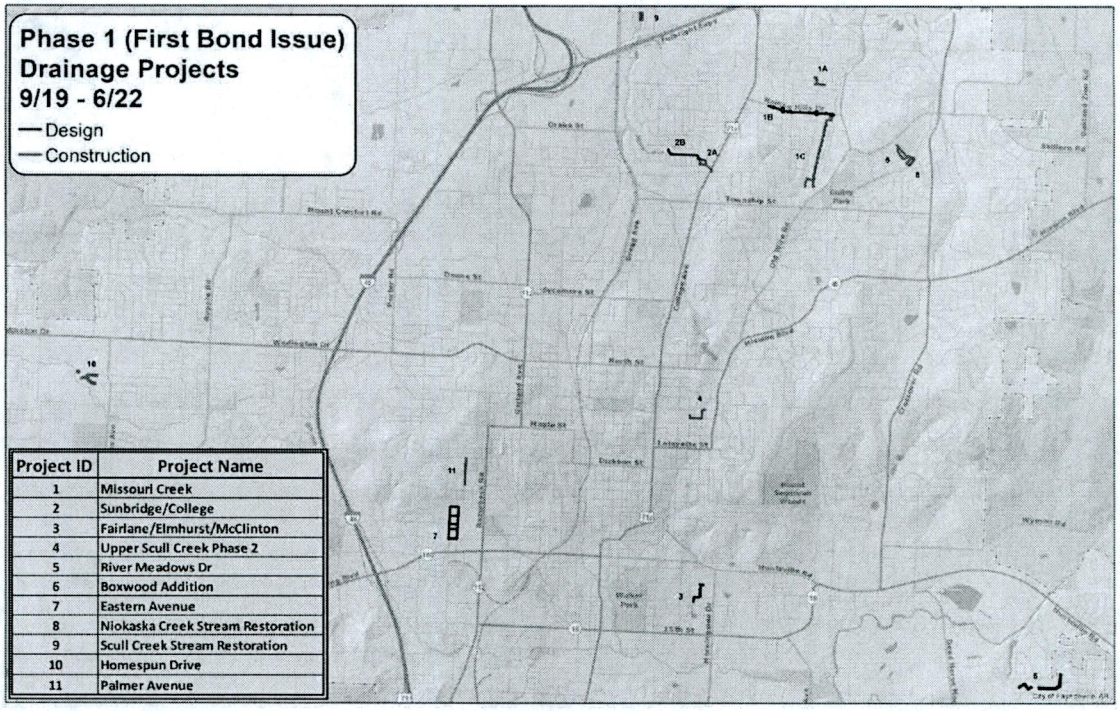
The drainage projects outlined in this section were identified as top priorities to kickstart improvement of the City's stormwater system. However, once these projects are completed, an ongoing and sustainable effort will be required to maintain a quality stormwater management system over time. This study for Flood Management and Water Quality Funding will evaluate the most equitable way to fund the remaining needs going forward. The total estimated cost of these drainage projects during Phase I is just under $9 million. With contingencies, contractors' overhead and profit, and the costs of design, the total cost of these Phase I and II projects will be much closer to the $15 million in capital funding from the proposed bond.

Table 1-3. 2019 Drainage Bond Phase I Projects

Project ID	Project Location	Estimated Cost	Project Type	Rank Total
1	Missouri Creek/Rolling Hills Phase I	$3,726,000	Large Drainage Improvement. To alleviate street flooding, property damage, and flooding in structures throughout the drainage basin	22
2	Sunbridge Drive/North College Avenue Area Phase I	$1,400,000	Large Drainage Improvement. Additional storm drainage capacity in order to alleviate flooding the intersection and structures near/at the intersection	16
3	Fairlane, Elmhurst, and McClinton Street Area Phase I	$247,500	Large Drainage Improvement. To alleviate flooding in several structures in the area from drainage that flows from the north	17
4	Upper Scull Creek, Part 2	$700,000	Large Drainage Improvement. Continuation of the Upper Scull Creek project to address neighborhood wide flooding of streets that is also causing damage to private property	10
5	South River Meadows Drive / Cherry Hills	$630,000	Drainage Improvements	8
6	Boxwood Addition Drainage Improvements	$632,500	Large Drainage Improvement. To alleviate the flooding of multiple structures and property damage by installation of new storm drain along Ashbrook Drive	15
7	Eastern Avenue, Part 2	$490,000	Large Drainage Improvement	25
8	Niokaska Creek Stream Restoration	$350,000	Streambank Stabilization. Stream restoration project that would address major erosion currently damaging private property	4
9	Scull Creek Stream Restoration	$350,000	Streambank Stabilization. Stream restoration project that would address major erosion currently damaging private property in the area	4
10	Homespun Drive	$210,000	Large Drainage Improvement. Upgrades of the existing storm drainage system to alleviate structure flooding	10
11	North Palmer Avenue	$161,000	Drainage Improvement. Upgrades of the existing storm drainage system to alleviate structure flooding near Hotz Park	5

ID = identification number

Figure 1-3. 2019 Drainage Bond Phase I Projects



After the $15,000,000 drainage bond is considered, the 2018 Drainage Plan identified a known remaining CIP demand of just over $3,000,000, not counting the large-scale floodplain issues that require further study. **Section 3.4** further describes the City's programmatic stormwater CIP.

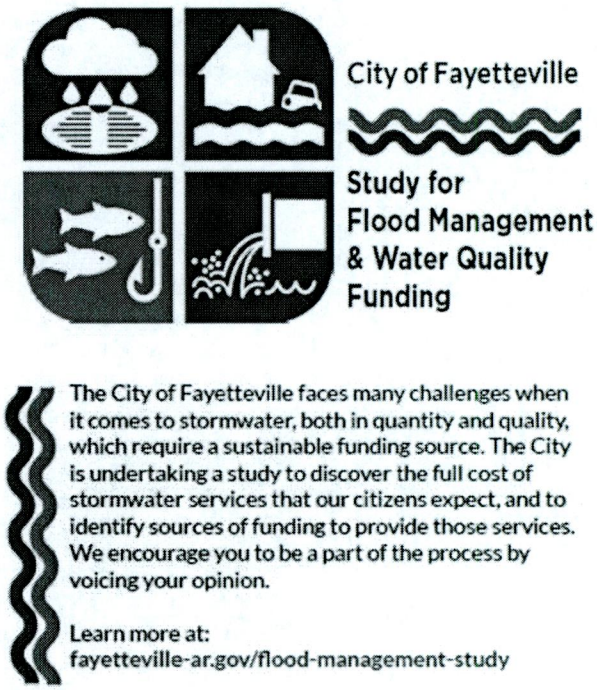
SECTION 2

Stakeholder Engagement and Education

2.1 Stakeholders

The City was cognizant that input from its many Stakeholders, listed in **Table 2-1**, would be vital to the City Council making an informed decision of how to fund its Flood Management and Water Quality needs. As a result, the Funding Study, with extensive support from the City's Communication Department, used multiple methods of engaging its Stakeholders. These included developing a business card for City leadership to use at community gatherings to raise awareness and direct Stakeholders to the project website (**Figure 2-1**).

Figure 2-1. Funding Study Business Card



The project website was populated with meeting presentations and other materials such as flyers and common acronyms (**Appendix A**), to keep Stakeholders up to date on the progress of the Funding Study. Speak Up Fayetteville, the City's new interactive engagement website, was also used to administer the two surveys described in this section as well as to allow Stakeholders to identify drainage issues that City staff might otherwise not be aware of.

Due to the multiple studies and bond referendum activities that were ongoing concurrent with the Funding Study, additional Stakeholder engagement and education efforts are planned, should the City decide to proceed with implementation of the recommended option.

Table 2-1. Key Stakeholders and Methods of Engagement

Key Stakeholders	Methods of Engagement
Mayor and Council Members	1. Direct coordination via in-person meetings, presenting the program, and answering potential questions from their constituencies 2. Special Committee Meetings 3. Public Meetings and presence at Community Events
City Staff: Representatives of Key Departments	1. Direct coordination via in-person meetings, presenting the program, and answering potential questions from their constituencies 2. Staff Technical Advisory Committee (STAC)
General Public	1. Stormwater Public Meetings: • September 20, 2018 (Ozark Natural Foods) • September 22, 2018 (Fayetteville Farmers' Market) • January 9, 2019 (Fayetteville Public Library) • January 10, 2019 (Arkansas Research & Technology Park) • January 17, 2019 (Boys & Girls Club) 2. Funding Study materials at other community events 3. Dedicated Funding Study website with presentations, acronyms and definitions, and Factsheets #1 and #2 4. Speak Up Fayetteville with Survey #1 and Survey #2 as well as a mapping tool to identify drainage needs 5. Direct mailing of outreach postcard to all residential utility account holders.
Stakeholders (Known Service Calls)	Citizens who contacted the City during the April 2017 storm event were provided direct notification of upcoming Funding Study events and opportunities to submit comments.
Key Stakeholders	Key Stakeholder such as the University of Arkansas, Residential Property Managers/Student Housing Providers, Chamber of Commerce members, and those holding business licenses were contacted using the following methods: 1. Direct notification of upcoming Funding Study events and opportunities to provide comment. 2. Additional e-mails to key Stakeholder groups as well as traditional mailings to reach those without e-mail/internet access. 3. Coordination via in-person meetings, presenting the program and answering potential questions.

As outlined in Table A-1 in Appendix A and illustrated by the photograph on **Figure 2-2**, over a dozen workshops and meetings were held with City staff, Council, and Stakeholders between June 2018 and August 2019 to:

- Establish a strategic vision and goals for the Funding Study
- Review the City's current stormwater system and services
- Identify future stormwater needs and the additional cost of providing these services
- Present options related to where the City provides drainage services (EOS) and what services the City provides and their frequency (LOS)
- Select impervious area (IA) by property as the basis for billing a six-tier, customer neutral rate structure as the most equitable method of linking a property's impact on the drainage system with the fee it is charged
- Review a range of Flood Management and Water Quality fee estimates by program options
- Review options for a sustainable credit program to reduce the fees of those owners willing to proactively manage their property's stormwater runoff

2.2 Funding Study Survey #1

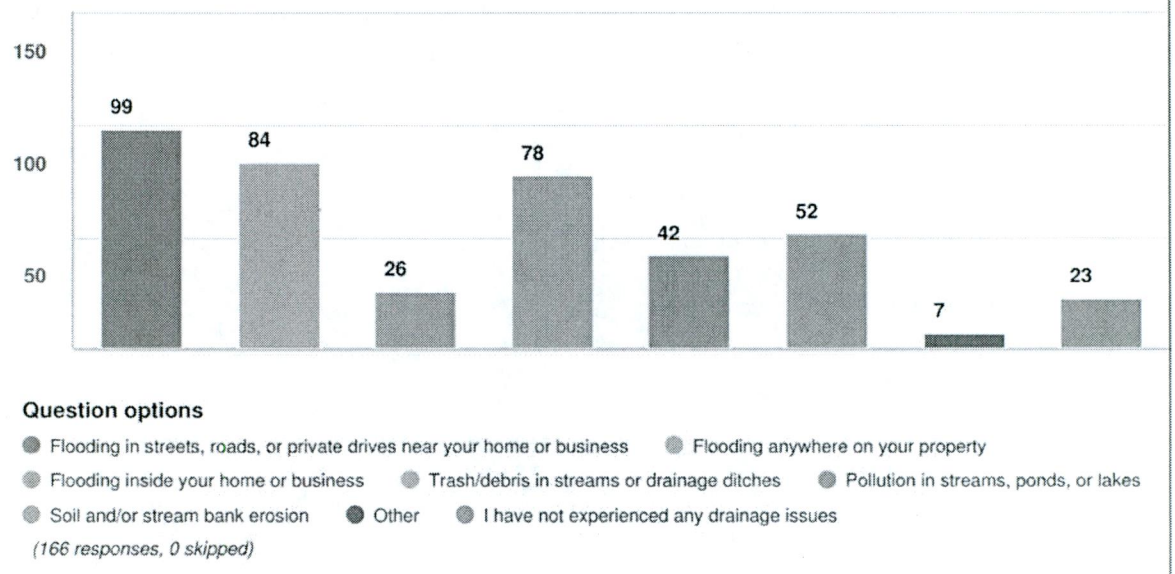
Stakeholder Survey #1 was open from August 8, 2018 to April 7, 2019, during which 166 responses were logged. Of these, 157 responses were from survey takers that live in the City, with approximately 85% of these owning their residence and 15% renting. During this time period, on average, there were:

- 554 total visits to the website
- A maximum of 49 visits per day
- 64 engaged visitors, meaning they filled out a survey or dropped pins on the map
- 196 informed visitors, meaning that they clicked on something, either viewing a page or downloading a document

Figure 2-2. Funding Study included in the Beaver Water District Speaker Series

Overall, the majority (82%) think drainage issues are either a major or minor problem in their area. **Figure 2-3** characterizes what type of drainage issues the Stakeholders are experiencing. Although Stakeholders could select more than one issue, flooding in streets, roads, or private drives; flooding on their property; and trash/debris in streams or drainage ditches each received over 75 responses.

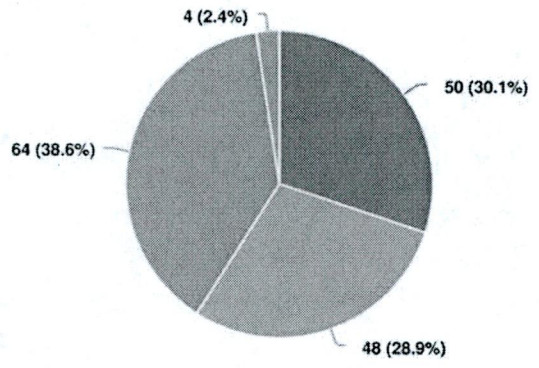
Figure 2-3. Drainage Issues Identified in Survey #1



To gauge the extent to which the City is aware of its overall drainage needs, Survey #1 asked how many of those surveyed were affected by the April 2017 storm. Of the 166 respondents, 76 were affected; however, only 18 (23%) logged a service request with City staff. To determine whether the City would have legal access to fix drainage issues when a service request is filed, survey takers were asked whether there was an existing public drainage easement on their property. **Figure 2-4** illustrates that 30% do have a drainage easement on their property while 39% did not know, indicating that additional Stakeholder education is needed on public easements. Almost half of those responding noted that drainage issues in their part of Fayetteville were a major issue while 33% thought they were a minor issue (**Figure 2-4**).

Figure 2-4. Survey #1 Results

Public Drainage Easement on Property?

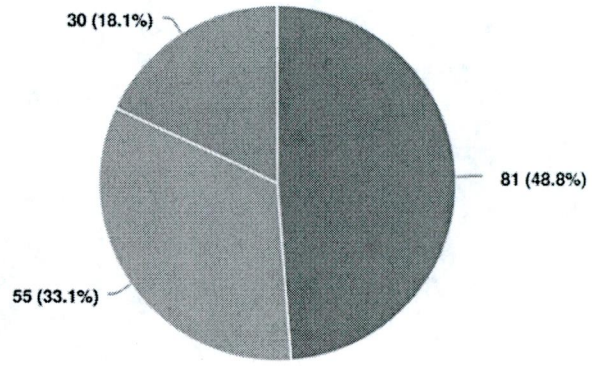


Question options

Yes No I don't know Does not apply

Optional question (166 responses, 0 skipped)

How serious are the drainage issues in your area of Fayetteville?



Question options

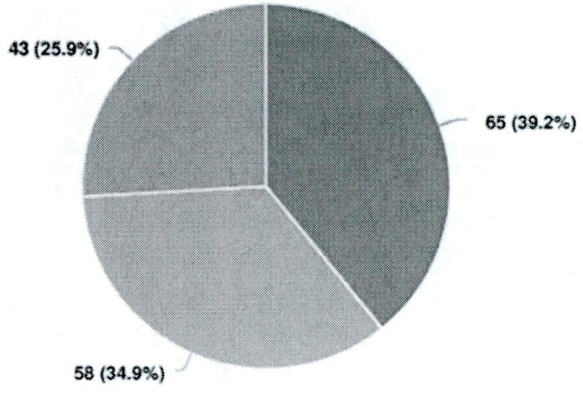
Major problem Minor problem Not a problem

(166 responses, 0 skipped)

Survey #1 also asked Stakeholders about their willingness to pay a Flood Management and Water Quality fee based on the amount of impervious surface (**Figure 2-5**). Sixty-five (39%) responded that they were willing to pay a fee while fifty-eight, 35%, said they were not, and 25% were undecided. Survey #1 provided an open-ended question; a sample of these responses included the following:

- Comments encouraging credits for low impact/green infrastructure measures, such as preservation of drainage onsite through bioswales, rain gardens, or rainwater collection for metered irrigation
- Comments regarding affordability and equity
- Willingness to pay for long-term, forward-thinking, sustainable solutions, not more ditches/culverts/higher curbs, and similar; instead, solutions such as more permeable surfaces, more native vegetation, and education

Figure 2-5. Survey #1, Willing to pay a fee for additional services?



Question options

Yes No Maybe

(166 responses, 0 skipped)

2.3 Funding Study Survey #2

Funding Study Survey #2 was posted on July 11, 2019 and will be open through the end of the September 2019. It solicits the City's businesses' and residents' opinions on the reasonableness of the proposed rates needed to proactively fund the management of flooding and water quality issues.

SECTION 3

Stormwater Program Costs

This section summarizes the cost of the City's current stormwater program and the potential programmatic costs of future program options related to EOS, where the City will work, and LOS, what stormwater services the City would provide and at what frequency. To do so, it first characterizes the City's current stormwater system and then describes the range of EOS/LOS options developed to allow the City to characterize potential tradeoffs between cost of these services and its financial capacity (**Section 4**). Understanding the required costs associated with stormwater program implementation is critical to identifying required revenue and the associated financial management strategy.

3.1 Current Stormwater System and Services

Currently, the City focuses its limited stormwater management funding on complying with the City's MS4 NPDES permit and responding to emergency repairs. The City is only responsible for operating and maintaining the public portion of its municipal stormwater system.

Table 3-1. City of Fayetteville Stormwater System

	Total		Responsibility		
	Feature Count	Miles	City	Private/ Other	City % of Total
Area of City of Fayetteville	--	55 square miles	--	--	--
Rivers and Creeks draining > 100 acres	--	101	--	--	--
Highways	--	91	X	X	
City Streets	--	386	X	--	--
Private Streets	--	110	--	X	--
Bridges	50	--	X	X	--
Detention Ponds	286	--	12	274	4%
Outfall	1,494	--	643	851	43%

Maintenance of the City's stormwater assets is primarily done in response to an emergency or to customer calls complaining about a stormwater management issue (typically associated with localized or nuisance flooding). The City relies on its Transportation Division to perform street sweeping and the cleaning out of curb inlets to remove sediment and debris that could potentially clog storm drains. They manage roadside ditches and continually clean and reshape the ditches to maintain positive drainage. **Table 3-1** summarizes the City's stormwater assets and provides information on some relevant contributing aspects of the City, such as the rivers and creeks or streets. Various stormwater assets are tabulated based on type, and the responsibility for both City features and stormwater assets is included. The quantity of various assets and the responsibility for them affects both the current and future stormwater program costs (**Sections 3.2** through **3.4**).

The City's stormwater assets also include:

- 257 miles of conduit pipes, of which 167 miles are in drainage easements or ROWs
- 11 miles of box culvert, of which 7 miles are in drainage easements or ROWs
- 238 miles of channel, of which 114 miles are in drainage easements or ROWs
- 7,921 inlets and 794 junctions, also within easements or ROWs

3.1.1 Current Stormwater Services

The City currently provides the stormwater services summarized by program area in **Table 3-2** for the public assets listed in **Table 3-1**. As noted previously, the City is not responsible for the 110 miles of private streets and ROWs (which include drainage infrastructure), nor does it maintain the 274 private detention ponds that are not part of the public drainage system.

Table 3-2. Overview of Current City Drainage Levels of Service

Program Area	Current City Services
Maintenance of Public Drainage System *(Public Roads, ROWs, and Infrastructure with Easements)*	The City is responsible for 43% of its outfalls (643 of 1,484 total), 48% of channels (114 miles of 238 total) and 386 miles of streets/ROWs.
Maintenance of Private Drainage System *(Private Roads and Infrastructure)*	Not applicable. There are approximately 110 miles of private streets in Fayetteville.
Maintenance of BMPs *(Detention Ponds)*	Fayetteville is responsible for maintaining the 12 public (of 286 total) detention ponds within the City.
Maintenance of City Streamside Corridor	There are currently no funding or corresponding public easements to allow the City to maintain most of its City Streamside Corridor. The City is currently inventorying and assessing the 100 miles of rivers and creeks draining more than 100 acres in Fayetteville as part of a multi-year project, as funding allows.
Capital Improvement Program Projects	Approximately $200,000 is currently budgeted annually for CIP projects. The 2019 Drainage Bond approved by voters provides for an Early Action Plan to address $15 million of the City's known $17.3 million backlog of projects.
Program Administration *(Plan Reviews and Inspections)*	Drainage/stormwater plan reviews and inspections are addressed by a mix of City staff located in multiple departments. These services are funded via multiple sources (impact fees and tax revenue).
Stream Restoration and Stabilization Projects	As funding allows, the City has started inventorying and assessing streams on a watershed basis to prioritize restoration and stabilization activities.
NPDES MS4 Program Administration	Phase II Small Community responsible for dry weather screening of all of the City's existing stormwater outfalls within a 5-year period, monthly construction site stormwater runoff control (erosion and sediment control) inspections, post-construction stormwater plan reviews (DCM and similar), post-construction stormwater plan "as built" inspections, and municipal maintenance/good housekeeping inspections.
Water Quality Monitoring	The City currently funds two USGS Stations.

BMP = Best Management Practice
DCM = Drainage Criteria Manual
USGS = U.S. Geological Society

The City's Engineering Department is responsible for the following flood management and water quality-related functions and services:

- NPDES MS4 permit compliance
- Floodplain administration
- Streamside protection
- Stormwater quality and nutrient reduction
- Design, bid, and construction management of drainage improvement projects

As an operator under the NPDES ARR040000 MS4 general permit, the City must comply with all permit conditions. Violation of any condition of the general permit constitutes a violation of the Arkansas Water and Air Pollution Control Act and subjects the discharger to the penalties specified therein. The Arkansas Department of Environmental Quality (ADEQ) issued a revised five-year permit, effective August 1, 2019, in order to renew general permit coverage for Phase II MS4s like Fayetteville. The level of effort and cost of ensuring compliance continues to increase with each subsequent permit renewal. For example, ADEQ has implemented a two-phase permit in order to be compliant with the federal general permit remand rule[1]. This makes the City's associated SWMP an integral and enforceable part of its permit, requiring public notice in the event of major modifications. As part of the recent MS4 permit renewal, ADEQ also made over 30 changes to the permit conditions that the City must integrate to ensure compliance going forward[2].

The City's NPDES MS4 permit conditions include six Minimum Control Measures (MCMs). The MCMs provide a framework for operators to design their programs to meet the three goals of reducing discharge of pollutants, protecting water quality, and satisfying the appropriate water quality requirements of the Clean Water Act (CWA). The six MCMs, or program elements, are as follows:

- Public Education and Outreach on Stormwater Impacts
- Public Involvement/Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management in New Development and Redevelopment
- Pollution Prevention/Good Housekeeping for Municipal Operations

Public education and outreach on stormwater impacts includes distributing educational materials and performing outreach to inform citizens about the impacts of polluted stormwater runoff on water quality. Public involvement/participation takes this a step farther by providing opportunities for citizens to participate in program development and implementation. Illicit discharge detection and elimination deals with both systematic and episodic discharges and includes public outreach as citizens should be informed of the hazards associated with illegal and improper disposal of waste. Construction site runoff control involves developing, implementing, and enforcing an erosion and sediment control program for construction activities that disturb 1 or more acres of land. Post-construction runoff control continues this process by implementing community-appropriate BMPs to reduce the impact of developments over their lifespan. Pollution prevention from municipal operations includes staff training on pollution prevention measures and it is the City's stated intention to "lead by example" and use this MCM to model excellent pollution control practices for Fayetteville citizens and businesses.

The City is responsible for reviewing all new development plans for compliance with the City of Fayetteville Code of Ordinances and other applicable regulations. These regulations include, but are not limited to, the City of Fayetteville DCM and the flood damage prevention code. The City participates in the National Flood Insurance Program and has adopted a flood prevention ordinance in order to help protect residents and comply with the program.

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[1] For more information, see https://www.epa.gov/npdes/npdes-stormwater-final-ms4-general-permit-remand-rule for documents associated with the final MS4 general permit remand rule.

[2] See Section 1.10 of https://www.adeq.state.ar.us/water/permits/npdes/stormwater/pdfs/ms4/arr040000-final-fact-sheet-20190801.pdf.

Streamside protection, stormwater quality, and nutrient reduction are also handled by the City's engineering department. A streamside protection ordinance is in effect and the City published a Streamside Protection BMP Manual to assist the public in complying with this ordinance. They also partner with the Watershed Conservation Resource Center (WCRC) and perform stream restoration projects.

3.2 Current Stormwater Program Costs

The City currently spends approximately $1.3 million to $1.5 million annually on water quality and flood management activities (**Table 3-3**). Although the City does try to leverage grants and other sources, these activities are primarily funded by the Street Fund, General Fund, and Sales Tax Capital Improvements Fund. The Street Fund is used to maintain and repair City streets, ROWs, drainage, traffic control and maintenance, and City-owned sidewalks; portions are also allocated for public transit to Razorback and Ozark Transit systems. The Street Fund is primarily financed by turnback revenues received from the State of Arkansas and turnback monies received from the County Road Millage Tax, as well as a temporary gasoline tax levied by the State. The General Fund, the City's major operating fund, is sourced from over 10 different taxes, fees, and services. Over 80% of the revenue supporting the General Fund comes from the City's Share of county sales tax, the city sales tax, franchise fees, and the property tax millage (Fayetteville, 2018b). The Sales Tax Capital Improvements Fund is sourced from the City's sales and use taxes and is used for acquisition and improvement projects as well as equipment additions and replacements that are included in the City's 5-year CIP. Contributions to the stormwater program come from various departments including Engineering, Parks and Recreation, Transportation Division, and Water and Sewer.

Table 3-3. Current Stormwater Program Costs

Department and Cost Center	2017
Engineering	***$460,000***
Non-project-related labor (Floodplain Administration, Streamside Protection, and similar)	$100,000
Stormwater Quality Management and Nutrient Reduction	$160,000
Drainage Projects/Other	$200,000
Parks & Recreation	**$25,000**
Maintenance of public owned detention and stormwater quality features	$25,000
Transportation Division	**$959,682**
Drainage	$697,101
Street Sweeping	$262,581
Water & Sewer	**$13,759**
Staffing - Inspections	$1,207
Dam Inspection and Maintenance	$12,552
Grand Total	***$1,458,441***

Note: Drainage capital increased from $200,000 annually to $500,000 annually in 2018 for Engineering.

The current costs of the City's stormwater program, as of 2017, are summarized in **Table 3-3**. The City's Engineering Department is also responsible for the design, bid, and construction management of drainage improvement projects throughout the City. Projects are generally classified as small, medium, or large based on their cost. Small drainage projects are defined as less than $500,000; some examples include culvert replacement or size increase, curb or inlet construction, increasing inlet capacity, and creation of ditches or swales to divert runoff. Medium drainage projects are similar project types but are larger in scope and range from $500,000 to $1 million. Large drainage projects are those that would be

over $1 million and be implemented throughout entire watersheds. Projects this size have been considered previously but were deferred due to cost considerations.

Maintenance is a combined effort between the City and the property owners. The Parks and Recreation Department maintains the 12 detention ponds as well as the parks in which many low-impact development (LID) features have been installed. However, the bulk of maintenance efforts for stormwater assets are addressed by the Transportation Services Department. The City maintains all public facilities, including above and below ground storm drainage. When needed, the City will address waterways located within the city limits by removing debris, sediments and other items that may inhibit effective conveyance of stormwater runoff. However, in many instances this maintenance activity dependent on the existence of a drainage easement surrounding the structures and waterways in question. If no drainage easement exists or if the portion of the storm drainage system is private, it becomes the responsibility of the property owner or owners to maintain that portion of the system. This is also applicable for stormwater detention basins as the maintenance responsibility is placed on the property owner or in some instances the Property Owner's Association. The Water and Sewer Department is responsible for inspections including dam inspection and maintenance on the three major lakes in Fayetteville (Lakes Fayetteville, Sequoyah, and Wilson).

3.3 Extent of Service and Level of Service Analysis

Future stormwater program costs are based on a range of options for both EOS and LOS (**Table 3-4**). The EOS defines where the City will work or, in other words, what drainage infrastructure the City will be responsible for. The LOS defines what stormwater services the City would provide and at what frequency. These services generally fall into categories such as O & M, regulatory compliance, engineering and planning, and capital improvement planning. Three initial options were provided for both EOS and LOS—Routine, Proactive, and Enhanced—ranging from the least to the most involved. Having a range of potential EOS and LOS options will allow the City to characterize potential tradeoffs between the cost of these services and its financial capacity. Programmatic cost estimates are tabulated for these options in later sections while a blended option of Standard/Proactive was added later in the Funding Study.

Table 3-4. Overview of Initial Extent of Service and Level of Service Options

Likely Cost	Option	Time Frame[a]	Purpose of Option
--	Current	--	Characterize existing conditions, that is, what drainage services the City provides and where for the current program costs
$	Standard	20 years	Characterize the cost to address unintended inequities in the City's current drainage services
$$$	Proactive	10 years	Characterize the cost of additional public responsibility of private infrastructure and to estimate the cost of additional unfunded regulatory compliance if the City continues to grow in population
$$$$$	Enhanced	5 years	Characterize the cost of additional public responsibility of private infrastructure. Estimate the cost of additional unfunded regulatory compliance if the City continues to grow in population

[a] Time frame to address backlog of drainage projects and meet Flood Management and Water Quality goals

Financial planning and rate analysis, described in **Section 4**, follows an iterative process to help the City identify the right balance of stormwater services, given its financial capacity and Stakeholder priorities.

3.3.1 Extent of Service

Although the current EOS has been implemented fairly consistently, some areas of the City do not have drainage easements simply due to the age of the development, while others are adjacent to larger waterways or drainage conveyances that are not realistic to maintain privately. **Table 3-5** outlines the City service areas and dictates which service areas would be addressed by each EOS.

Table 3-5. Extent of Service Options

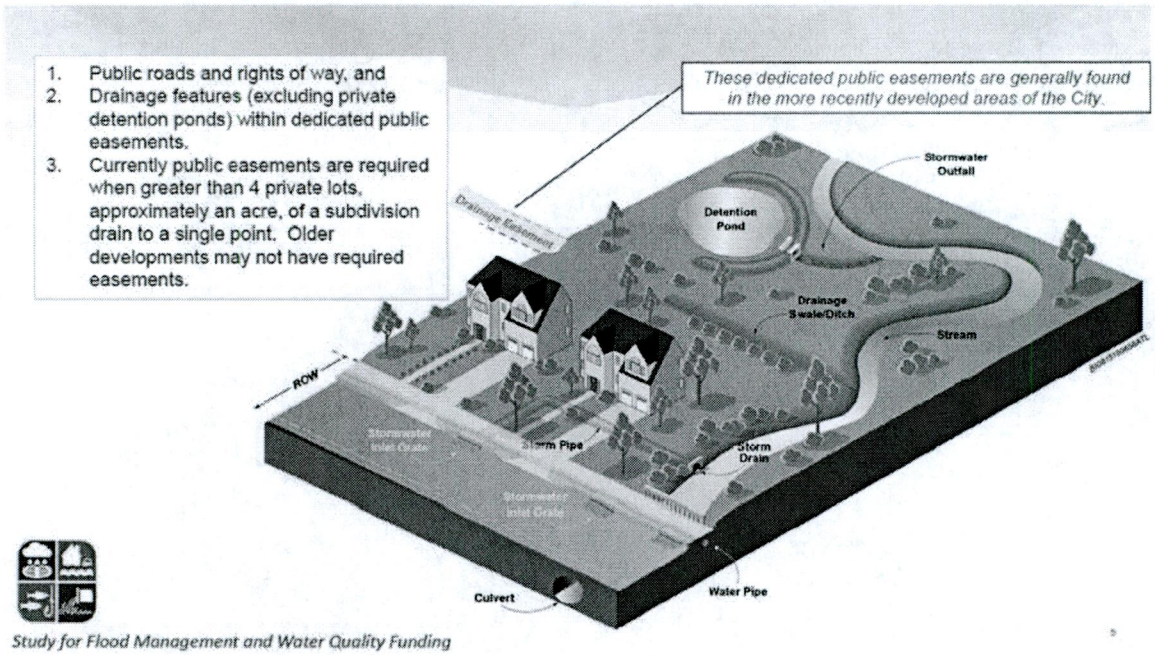
Service Area	Current	Standard (Option A)	Proactive (Option A/B and B)	Enhanced (Option C)
Public Roads and ROW	X	X	X	X
Private infrastructure connected to Public ROW[a.]			X	X
Drainage Easements				
Existing	X	X	X	X
Assume Easements Equitably (City-wide)		X	X	X
Detention Ponds[b.]				
Public	X	X	X	X
Residential			X	X
Non-Residential				X
City Streamside Corridor[c.]				X

[a.] Public maintenance would extend to the downstream end of the first private infrastructure connected to the ROW.
[b.] Donated easement and a brief report certified by a licensed Arkansas Professional Engineer demonstrating that all private drainage features are functioning according to the specifications of the City's DCM prior to being accepted by City.
[c.] A corridor representing a 10-foot buffer from the top of each waterway's banks downstream of the City's 100-acre headwater for streamside protection areas.

3.3.1.1 Current Extent of Service

Figure 3-1 illustrates existing conditions in which the City maintains public roads and ROWs as well as drainage features (excluding detention ponds) within dedicated easements. These dedicated public easements are generally found in the more recently developed areas of the City.

Figure 3-1. Current Extent of Service



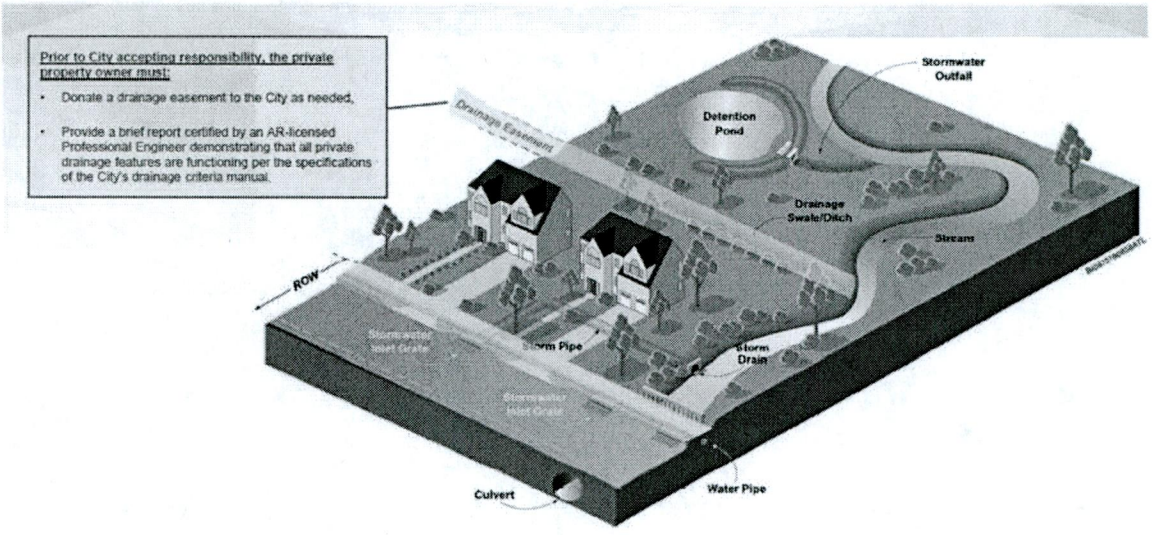
Study for Flood Management and Water Quality Funding

3.3.1.2 Standard Extent of Service (Option A)

Current EOS plus public maintenance of those private drainage features found within what would now be designated a public drainage easement but not for the age of the development (**Figure 3-2**). Private property owners would be expected to:

- Donate these new drainage easements to the City on an as needed basis
- Provide a brief report certified by a licensed Arkansas Professional Engineer demonstrating that all private drainage features are functioning per the specifications of the City's drainage criteria manual prior to being accepted. Alternately, should the City decide to proceed with implementation, the City may assess the cost and legal implications of allowing City staff to perform these certifications for private property owners.

Figure 3-2. Standard Extent of Service (Option A)

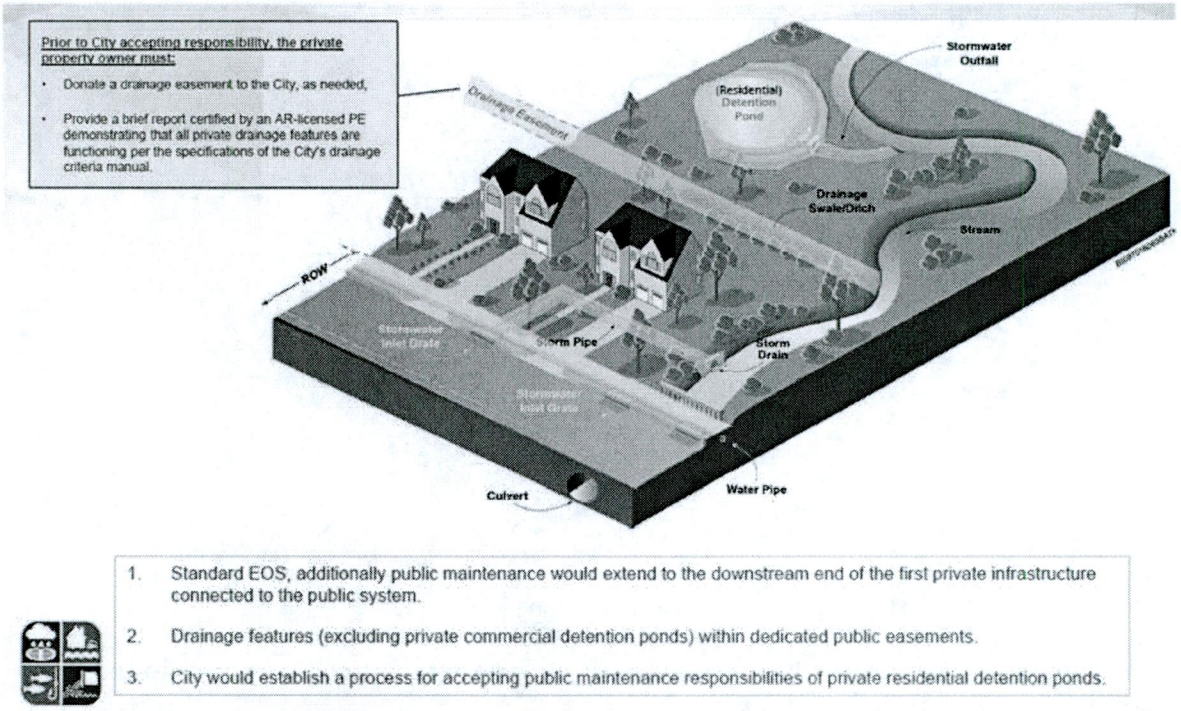


1. Public roads, public detention ponds and rights of way, and
2. Drainage features (excluding private detention ponds) within dedicated public easements.
3. City would assume public maintenance of those private drainage features found within what would now be designated a public drainage easement but not for the age of the development.

3.3.1.3 Proactive Extent of Service (Option A/B and B)

The proactive EOS alternative, referred to later as "Option A/B and B," includes the standard EOS plus the City would establish a process for accepting public maintenance responsibilities of private residential detention ponds as needed (**Figure 3-3**). Private property owners would be held to the same expectations as the standard EOS.

Figure 3-3. Proactive Extent of Service (Option A/B and B)



1. Standard EOS, additionally public maintenance would extend to the downstream end of the first private infrastructure connected to the public system.
2. Drainage features (excluding private commercial detention ponds) within dedicated public easements.
3. City would establish a process for accepting public maintenance responsibilities of private residential detention ponds.

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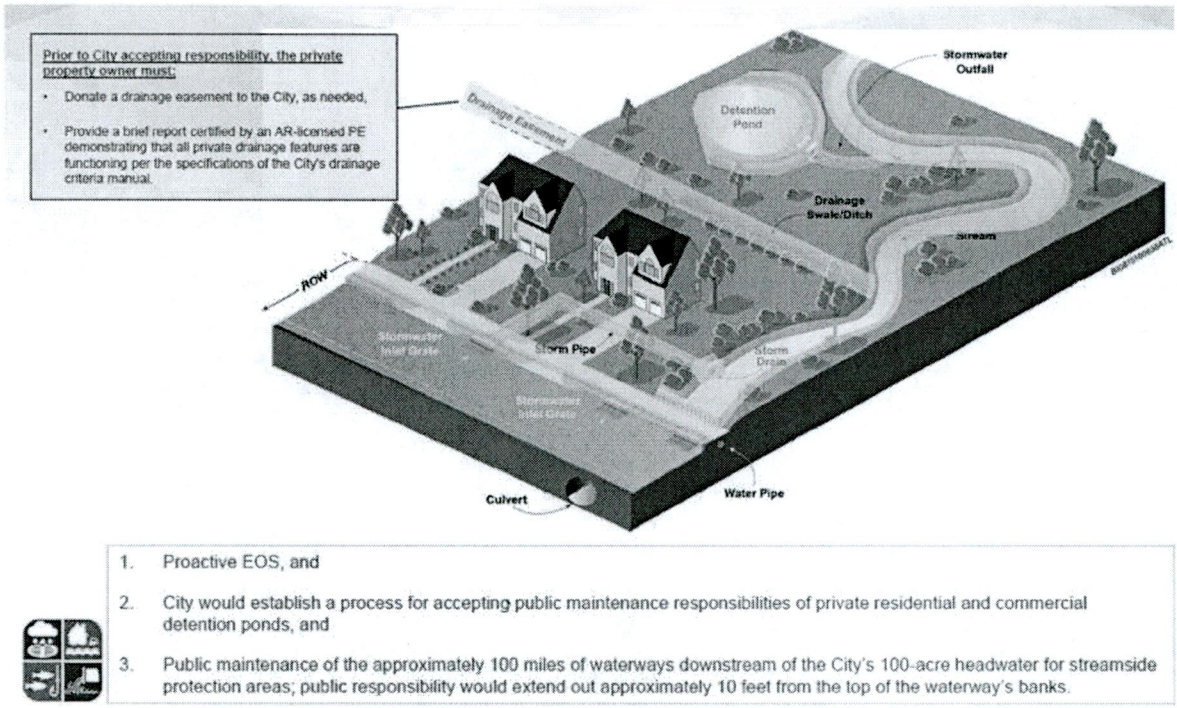
Study for Flood Management and Water Quality Funding

3.3.1.4 Enhanced Extent of Service (Option C)

Includes the proactive EOS described previously, plus public maintenance of commercial detention ponds and those waterways downstream of the City's 100-acre headwater for streamside protection areas with public responsibility extending out approximately 10 feet from the top of the waterway's banks (**Figure 3-4**). Private property owners would be held to the same expectations as proactive EOS.

Figure 3-4. Enhanced Extent of Service (Option C)



1. Proactive EOS, and
2. City would establish a process for accepting public maintenance responsibilities of private residential and commercial detention ponds, and
3. Public maintenance of the approximately 100 miles of waterways downstream of the City's 100-acre headwater for streamside protection areas; public responsibility would extend out approximately 10 feet from the top of the waterway's banks.

3.3.2 Level of Service

The LOS dictates what stormwater services would be provided by the City and at what frequency. These services, listed by option in **Table 3-6**, are generally distributed among four categories: O & M, regulatory compliance, engineering and planning, and stormwater CIP. After additional Stakeholder feedback, Option A/B was added to characterize the financial impacts of the Option B EOS with the Option A "standard" frequency of maintenance and time frame for CIP.

3.3.2.1 Current Level of Service

Table 3-6 outlines the stormwater services provided for a current LOS. These are the services that are currently provided by the City. O & M services are primarily reactionary, drainage calls are responded to and resolved, and public detention ponds are inspected and maintained at a minimum level. The current LOS does not cover inspection and maintenance of private residential or commercial ponds. Regulatory compliance actions include administration of the NPDES MS4 program as well as water quality monitoring and inspections that meet regulatory minimums. Program elements related to engineering and planning are limited for the current LOS (**Table 3-6**). Dam safety studies are performed, as are a limited number of drainage studies, stream and watershed assessments, and floodplain studies. Low impact development retrofits are not addressed at this LOS. Capital improvement projects are limited by

funding. At this LOS, a limited number of drainage improvements, watershed improvements, and dam safety upgrades are performed but many larger stormwater improvement projects are not feasible.

Table 3-6. Level of Service Options

Program Elements	Current	Standard (Options A and A/B)	Proactive (Option B)	Enhanced (Option C)
Operations and Maintenance[a]				
Respond to Drainage Calls	X[b]	X	X	X
Provide Resolution to Drainage Call (No Action, Routine Fix, CIP Fix, or Drainage Study)	X[b]	45 days	30 days	2 weeks
Inspection and Routine Maintenance of Public Detention Ponds	X[c]	Annually	Annually	Annually
Inspection and Routine Maintenance of Private Residential Ponds	--	15% Annually	25% Annually	50% Annually
Inspection and Routine Maintenance of Private Commercial Detention Ponds	--	--	--	25% Annually
Inspection and Routine Maintenance of Public Drainage System/MS4	Reactive[c]	20% Annually	25% Annually	50% Annually
Regulatory Compliance				
NPDES MS4 Program Administration	Phase II Small	Phase II Small	Phase II Medium	Phase II Medium
Water Quality Monitoring	Two USGS Stations	Two USGS Stations	Four USGS Stations[d]	Four USGS Stations[d]
Dry Weather screening of existing stormwater outfalls (Compliance goal = Screen all outfalls every 5 years)	20% Annually	20% Annually	50% Annually	100% Annually
Construction Site Stormwater Runoff Control (Erosion and Sedimentation Control) Inspections	Monthly	Monthly	Biweekly	Biweekly
Post Construction Stormwater Plan Reviews (DCM and similar)	X	X	X	X
Post Construction Stormwater Plan "As Built" Inspection	X	X	X	X
Dam Safety Inspections	X[c]	X	X	X
Municipal Maintenance/Good Housekeeping Inspections	Annually[c]	Annually	Two per Year	Two per Year

Table 3-6. Level of Service Options

Program Elements	Current	Standard (Options A and A/B)	Proactive (Option B)	Enhanced (Option C)
Engineering and Planning				
Drainage Studies	Limited	Prioritize basins, 10% of City studied annually	Prioritize basins, 25% of City studied annually	City-wide Drainage Study
Stream and Watershed Assessments	Limited	Prioritize basins, 10% of City studied annually	Prioritize basins, 25% of City studied annually	City-wide Watershed Assessment, including Stream Condition Assessment
Floodplain Studies	Limited	As Needed	As Needed	As Needed
LID Retrofits	--	Limited	As Redevelopment Occurs	Prioritize and implement retrofits based on Drainage Studies
Dam Safety Studies	X	X	X	X
Stormwater CIP Components				
CIP Project Completion Rate	Limited	20 Year	10 Year [e]	5 Year
Potential CIP Project Types:				
Drainage Improvements/Retrofits (Pipe Replacements, Neighborhood Systems)	Limited	X	X	X
Floodplain Buyouts or Improvement/Elevation Projects	--	X	X	X
Large-scale regional detention projects	--	--	X	X
Watershed Improvement, that is, Stream Restoration and Stabilization Projects	Limited	--	X	X
Dam Safety Upgrades	Limited	--	--	X
Detention Pond Retrofits	--	--	X	X

[a] O & M to address both the drainage and water quality criteria of the City DCM
[b] Where public drainage easements exist to legally allow the City to work on private property
[c] Meeting regulatory minimum, frequency limited by current City resources (funding and staff)
[d] Additional monitoring points may be required under a Phase II Medium permit and/or due to Total Maximum Daily Load monitoring of the Illinois River.
[e] After additional analysis of potential costs and input from City Stakeholders, the CIP completion rate was later increased modestly for Option B from 10 years to the 15 years

3.3.2.2 Future Level of Service Options

Three future LOS options were considered including Options A and A/B (standard), Option B (proactive), and Option C (enhanced). Each LOS alternative provides an increase to the baseline LOS currently provided, see **Table 3-6**. The frequency of several program elements would remain constant for each LOS. These include responding to drainage calls, post-construction plan reviews and "as built" inspections, and dam safety inspections and studies. However, the LOS options provide a framework for program elements to be transitioned from reactionary to scheduled. O & M activities could become more preventive in nature and greater numbers of water quality control efforts could be implemented. **Table 3-6** illustrates that increases in LOS would allow the City's Engineering and Planning Departments to play a much larger role in the stormwater management program. Currently, studies of drainage, streams and watersheds, and floodplains are limited. The three new levels of service would allow for portions of the City, or even the City as a whole, to be studied with the added benefit that the new information facilitates appropriate use of future capital improvement funds.

3.3.3 EOS/LOS Program Cost Estimates

Feedback on these three EOS/LOS options was solicited from Stakeholders and Council members through a series of meetings regarding what should be included in each option. The three alternatives for EOS and LOS have different associated costs, which increase over time. Programmatic cost estimates were generated and projected forward over a 5-year time frame and are provided in **Tables 3-7** and **3-8** or, with respect to capital improvement components, in **Section 3.4**.

The programmatic costs for O & M are based on the services needed for the current stormwater system, as quantified in **Table 3-1**. Costs for responding to drainage calls and resolving them as well as inspecting and maintaining detention ponds are consistent for Option A, Option B, and Option C services. However, the O & M costs for Option A/B were adjusted to reflect the City taking care of private, residential detention ponds. O & M costs were estimated based on several factors including: quantity of various assets, frequency of maintenance, and the required time and personnel to complete maintenance. Salary schedules were used to obtain costs from the annual number of labor hours required for various maintenance levels. O & M costs also include construction materials such as new conduit and annual operating costs for equipment such as trucks, excavators, and trailers. Equipment operating costs were based on unit prices provided by the Transportation Division.

Engineering and planning programmatic costs consist of staffing costs for inspection and engineering services as well as the cost of contracted studies. Inspection costs span various aspects of the program and include:

- Dry Weather Screening
- Construction Site Inspection
- Building Safety EC Inspections
- Inspection of MS4 Facilities
- Illicit Discharge Detection
- Inspection of Public and Private Detention Basins
- Dame Safety Inspections
- MS4 Reporting

Each EOS/LOS involves an increased number of facilities requiring inspection and increased frequencies of inspection which are detailed in the previous sections. Engineering services include the costs for engineering work on drainage studies, stream and watershed assessments, and LID retrofits, as well as the cost of managing contracted studies in these areas. The cost of contracted studies varies between

the LOS options depending on who is performing the work. The City would self-perform 5% of the prioritized studies for both a standard and proactive LOS. For a standard LOS, 5% of them would be contracted annually, and 20% would be contracted annually for a proactive LOS. The enhanced LOS involves City-wide studies, which would be 100% contracted. Approximate costs for contracted stream and watershed assessments were determined based on previous WCRC projects.

The programmatic costs for Regulatory Compliance are based on the size of stormwater program. **Section 3. 2** describes how the program is considered to be Phase II Small for the baseline and standard EOS/LOS. This is upgraded to Phase II Medium for the proactive and enhanced EOS/LOS to reflect the possibility of continued population growth. The MS4 permit cost and cost per USGS station were held constant for this cost estimate. The cost for the standard EOS/LOS was assumed to be the same as the Baseline. For the remaining sources of Regulatory Compliance cost, the costs were scaled up for each EOS/LOS. These sources include staff time charged to program administration, partnerships with the University of Arkansas Cooperative Extension Service, the Illinois River Watershed Partnership, and the Beaver Watershed Alliance for public outreach and education, and natural stream restoration maintenance through the WCRC. **Table 3-7** provide 5-year projections of cost of each EOS/LOS alternative; these projections assumed a 3% annual rate of increase.

Table 3-7. Programmatic Costs by EOS/LOS Option

Option A (Standard EOS/LOS)	Year 1	Year 2	Year 3	Year 4	Year 5
Operation and Maintenance	$1,630,000	$1,678,900	$1,729,267	$1,781,145	$1,834,579
Engineering and Planning	$290,000	$298,700	$307,661	$316,891	$326,398
Regulatory Compliance	$193,000	$198,790	$204,754	$210,896	$217,223
Option B (Proactive)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Operation and Maintenance	$2,190,000	$2,255,700	$2,323,371	$2,393,072	$2,464,864
Engineering and Planning	$799,000	$822,970	$847,659	$873,089	$899,282
Regulatory Compliance	$333,000	$342,990	$353,280	$363,878	$374,794
Option C (Enhanced)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Operation and Maintenance	$3,860,000	$3,975,800	$4,095,074	$4,217,926	$4,344,464
Engineering and Planning	$2,250,000	$2,317,500	$2,387,025	$2,458,636	$2,532,395
Regulatory Compliance	$333,000	$342,990	$353,280	$363,878	$374,794

Note: Refer to **Section 3.4** for stormwater CIP components.

3.4 Programmatic Stormwater Capital Improvement Plan

Historically, the City has budgeted $200,000 per year to address design and construction of drainage projects. As discussed in **Section 1.2.2**, the high demand for drainage projects revealed by the 2017 flooding prompted the City Council to approve an increase for the 2018 drainage improvement budget to $500,000. For 2018, the City has used this increased budget to address seven drainage improvements projects (listed in **Table 3-8**). These costs do not include labor costs for maintenance projects or the capital costs for projects that need additional flood studies. **Section 1.2.3** describes the 2019 Bond Program, which funds a $15 million Early Action Plan of flood mitigation and drainage improvement projects (larger than $200,000). However, the increase in 2018 funds to $500,000 along with the $15 million bond are anticipated to be insufficient to address many of the stormwater improvements identified, particularly with respect to large-scale, City-wide studies and improvements. **Table 3-8** summarizes the current and future CIP program elements considered for the Funding Study.

Table 3-8. Stormwater CIP Program Elements by Option

Program Elements	Current	Option A and A/B	Option B	Option C
CIP Project Completion Rate	Limited	20 Year	10 Year [a]	5 Year
Potential CIP Project Types:				
Drainage Improvements/Retrofits (pipe replacements, neighborhood systems)	Limited	X	X	X
Floodplain Buyouts or Improvement/Elevation Projects	--	X	X	X
Large-scale Regional Detention Projects	--	--	X	X
Watershed Improvement, that is, Stream Restoration & Stabilization Projects	Limited	--	X	X
Dam Safety Upgrades	Limited	--	--	X
Detention Pond Retrofits	--	--	X	X

Note: [a] After additional analysis of potential costs and input from City Stakeholders, the CIP completion rate was later increased modestly for Option B from 10 years to the 15 years

Table 3-8 was used to develop a budget for capital improvement projects for the EOS/LOS options. In addition to these program elements, the capital cost of equipment used for O & M and the cost of completion for projects identified by drainage studies were included in the budget for each option. Once the budgets were compiled, the total cost was annualized by the project completion rates listed previously to generate a yearly cost for each LOS (**Table 3-9**).

Table 3-9. Initial Capital Improvement Program Costs by Option

	Option A and A/B (Standard)	Option B (Proactive)	Option C (Enhanced)
Total Programmatic Cost	$22,813,000	$46,046,000	$49,217,000
Annual Average Programmatic Cost	$1,141,000	$4,605,000	$9,844,000

After additional analysis of potential costs and input from City Stakeholders, these options were narrowed to Options A/B and B. Concurrently, the CIP completion rate was increased modestly for Option B from 10 years to the 15 years noted in **Table 3-10**. **Table 3-10** provides these final CIP costs by project type prior to excluding the $15 million budged for the Early Action Plan and funded by 2019 Drainage Bond. O & M costs are not eligible for Bond funding.

Table 3-10. Final Capital Improvement Program Total Costs by Option

	Option A/B (Standard)		**Option B (Proactive)**	
CIP Project Completion Rate (years)	20		15	
CIP Project Types	***Total Budget***	***% of Total***	***Total Budget***	***% of Total***
Drainage Improvements	$26,693,450	77%	$26,693,450	45%
Flood Plain Buyouts/Elevation Projects	$1,750,000	5%	$ 2,500,000	4%
Operation and Maintenance Equipment (startup)	$1,654,000	5%	$1,885,500	3%
Projects identified by drainage studies	$ 2,500,000	7%	$5,000,000	8%
Large-scale Regional Detention			$15,000,000	25%
Watershed Improvement/Stream Restoration	$2,000,000	6%	$ 2,500,000	4%
Detention Pond Retrofits			$ 5,500,000	9%
Totals (rounded)	**$ 34,598,000**		**$59,079,000**	
Minus FY 2018 Funding	*($500,000)*		*($500,000)*	
Minus 2019 Bond Funding	*($15,000,000)*		*($15,000,000)*	
Net Total CIP Needs (rounded)	**$19,100,000**		**$43,600,000**	

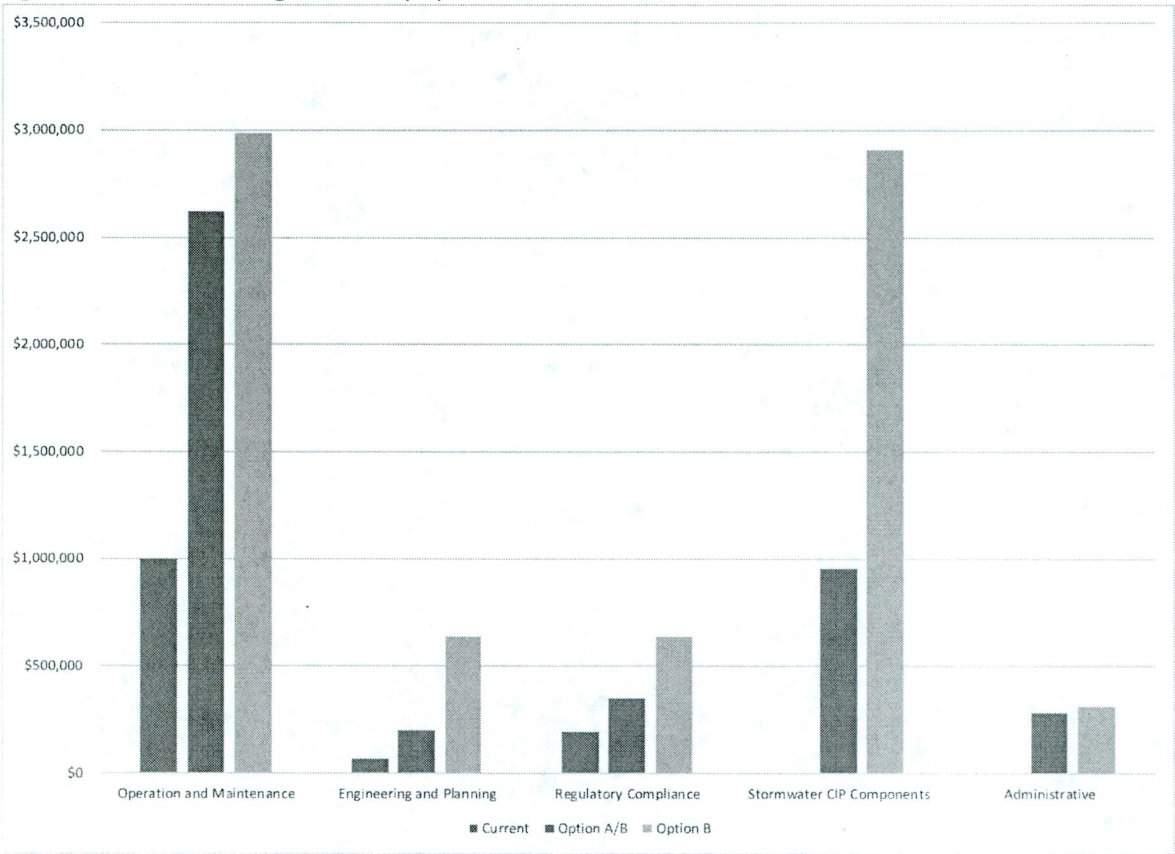
3.5 Final Future Program Costs by Option

As discussed previously, program costs were developed for each option and refined for Option A/B and Option B. **Table 3-11** and **Figure 3-5** present these costs (in 2018 dollars) for each aspect of the program along with a total programmatic cost for each both EOS/LOS options.

Table 3-11. Final Future Program Costs by Option

	Current	% of Total	Option A/B (Standard)	% of Total	Option B (Proactive)	% of Total
Operation and Maintenance	$998,441	68%	$2,623,000	58%	$2,982,000	38%
Engineering and Planning	$67,000	5%	$201,000	4%	$638,000	8%
Regulatory Compliance	$193,000	13%	$351,000	8%	$638,000	8%
Stormwater CIP Components	$200,000*	14%	$954,900	24%	$2,905,267	42%
Administrative			$286,000	6%	$315,000	4%
Total	**$1,458,441**		**$4,415,900**		**$7,478,267**	

Figure 3-5. Final Future Program Costs by Option

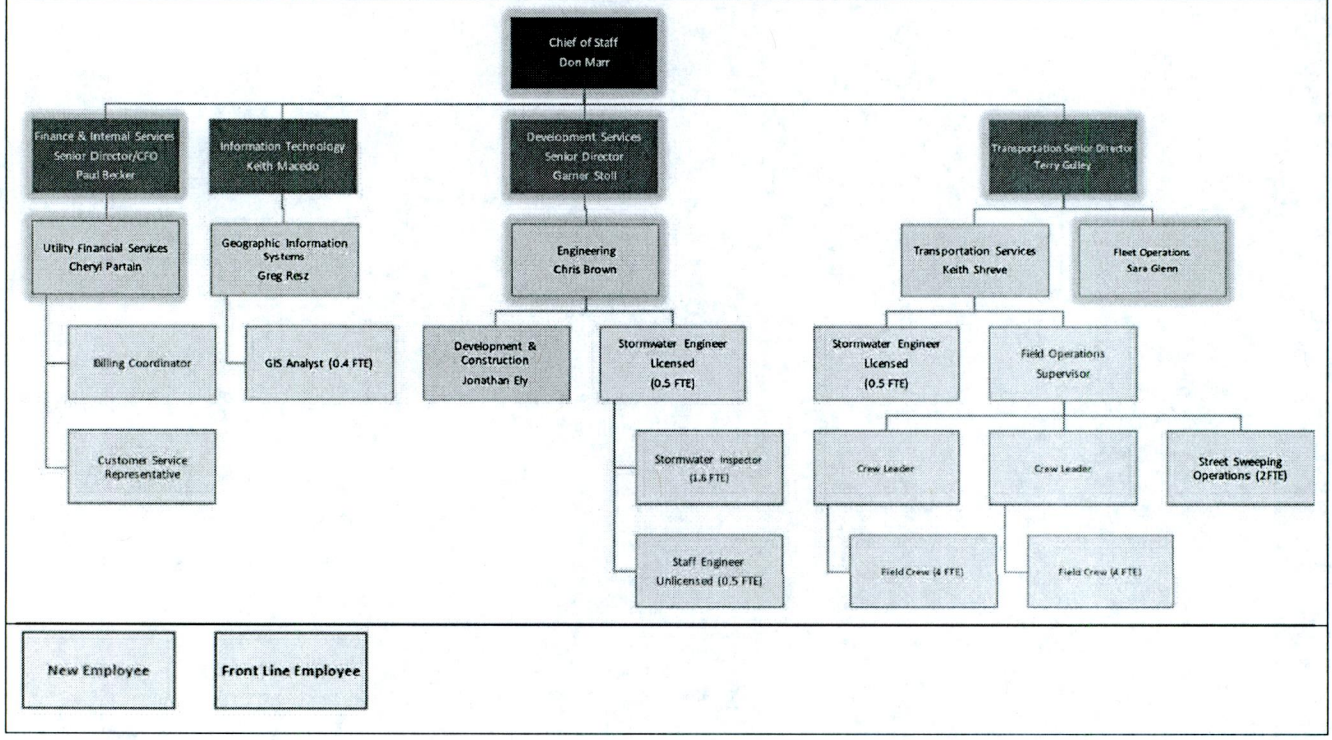


3.6 Preliminary Organizational Structure

There are many ways that the City could integrate a Flood Management and Water Quality fee program into its current organization structure, ranging from a new stormwater organization to a matrixed organization that leverages existing resources and sharing of expertise between City departments. The City has indicated its preliminary interest in a matrixed approach (**Figure 3-6**), using existing departments and divisions. The Engineering Department, housed under Development Services, would lead the implementation of a Flood Management and Water Quality fee if the City decides to proceed. Engineering staff provide technical review and support for all private development including the technical review of compliance with the City's water, sanitary sewer, street design, grading, and stormwater runoff standards and ordinances. It also supports of the Planning Department and Planning Commission at the development review meetings. The Engineering Division is responsible for the following:

- Providing design and project management for City infrastructure projects
- Reviewing development proposals for compliance with city criteria such as water, sewer, streets, drainage, grading, and other technical requirements
- Managing the planning, design, and permitting of trails projects and oversees construction of trails by the Transportation Division or private contractors.
- Assisting in the acquisition and sale of City property, ROWs, easements, and similar
- Managing miscellaneous stormwater and water quality initiatives
- Ensuring compliance with the City's NPDES Stormwater Permit issued through ADEQ and its floodplain regulations

Figure 3-6. Potential Future Organizational Integration



SECTION 4

Financial Planning and Rate Analysis

The Financial Planning and Rate Analysis followed an iterative process to help the City identify the right balance of stormwater services, given its financial capacity and Stakeholder priorities. Financial planning for developing a stormwater utility is typically an iterative process that includes both a "top down" and "bottom up" evaluation. The "top down" component focuses on what it would actually cost to deliver the anticipated LOS, and the "bottom up" component typically focuses on what customers are willing to pay.

A sound financial planning process that considers all relevant revenue sources is critical to rate setting, because the level of revenues required from user fees should consider the projected revenues available from other revenue sources. This financial planning must support the correlation between the cost of service and the relative burden of an individual property on the stormwater system in order to develop a defensible recommended fee. Therefore, the financial planning activities are usually conducted in parallel with the development of the final LOS/EOS and rate structure evaluation to identify an overall fee and financial plan that supports the goals for improving stormwater management and is acceptable to key Stakeholders.

4.1 Alternative Funding Sources

There are several types of funding sources that can be used for drainage services, which may include one or more ad valorem taxes, grants, loans, and/or user charges. Stormwater programs often depend on mix of other funding sources beyond a potential drainage fee or general fund sourced from tax revenue. For example, some capital projects may qualify for federal or State grant funding; as another example, plan review and inspection fees or other special fees may be used to cover some program-related activities. A number of utilities secure State revolving fund loans to pay for capital projects that merit such long-term funding. For the 2019 Drainage Bond, the City is using a revenue bond, which consist of municipal bonds secured by a specified revenue source. Use of these other funding sources can increase the LOSs offered by a stormwater program because the stormwater user fees are employed to pay the annual debt service rather than the upfront capital expenditure costs.

The City's current drainage program is primarily funded by the Street Fund, General Fund, Sales Tax Capital Improvements Fund, and the intermittent issuance of revenue bonds. However, due to the increasing and competing demands for these limited funds, the City recognizes the need to identify other dedicated and equitable funding sources to sustainably support its future drainage needs. The City's 2010 Feasibility Study reviewed a series of alternative funding sources and generally eliminated additional funding from the following other long-term funding sources due to the reasons noted as follows and summarized in **Table 4-1**:

- **Millage from Property Taxes** – Not equitable because tax exempt organizations do not pay for the management of the stormwater they generate. Not a stable, dedicated funding source.
- **Sales Taxes** – No direct relationship with the amount of stormwater management needed nor dedicated specifically to drainage needs. Taxes can also be politically difficult to increase and can vary from year to year.

Similarly, the following supplemental funding sources were found to be inadequate for the City's future needs:

- **Special Assessments** – Typically used to fund public works associated with specific properties and for a specific purpose, as opposed to the long-term O & M of a system.
- **Developer trust funds** – Typically only successful when associated with a new development's desire to be annexed into a community. Because these funds cannot be retroactively applied to existing developments, these trust funds can raise the cost of new construction, while their revenue potential is limited to new development.
- **Impact Fees** – Use of revenue from impact fees on new construction is limited to new facilities that serve those paying the fee and cannot be used to retrofit existing infrastructure unless it is redeveloped and must go through the City's permitting process. The amount of revenue from impact fees is directly related to the rate of new development and thus vary from year to year.
- **Low Interest Capital Funding** – Sometimes offered by various agencies; however, these typically fund short-term capital projects and not long-term O & M needs.
- **Bond Financing of Capital Projects** – Used for capital projects with the potential to generate new revenue. However, the revenue stream must first be established and proven prior to bonds being issued.
- **Grants** – Offered by various agencies such as the U.S. Environmental Protection Agency and the U.S. Department of Agriculture. Although useful for specific projects, the grant amounts are typically not sufficient to fund long-term O & M needs, and the administrative requirements can be burdensome for local communities.

Table 4-1. Summary of Alternative Funding Sources

	Equitable	Flexible	Can provide adequate funds?	Data/ Administrative Complexity	Use of Funds
Stormwater User Fee	Yes	Yes	Yes	High	City-wide
Millage from Property Taxes	--	--	Yes	Low	City-wide
Sales Taxes	--	--	Yes	Low	City-wide
Special Assessments	--	--	Yes	Medium	Project-specific, not for O & M
Developer trust funds	--	--	--	Medium	Project-specific, not for O & M
Impact Fees	Yes	--	--	Medium	Project-specific, not for O & M
Low Interest Capital Funding	--	--	Yes	--	Project-specific, not for O & M
Bond Financing of Capital Projects	--	--	Yes	High	Project-specific, not for O & M
Grants	--	--	--	High	Project-specific, not for O & M

4.2 Basis of Proposed Fee Estimates

IA was selected as the basis of the fee because it increases the amount of water entering the drainage system and waterways, which can then increase the chance of flooding, stream bank erosion, and sedimentation. Runoff from IA also carries pollutants that can impact water quality, such as sediment, sand, fuel from spills and leaks of vehicles, herbicides and pesticides, detergents, metals, and bacteria from pet waste. It is an equitable basis for a fee for services since larger, developed properties tend to have larger amounts of IA which generates a greater volume of runoff. More runoff requires more drainage infrastructure, which necessitates additional O & M as well as the long-term capital costs of repair and replacement. Put simply, larger developments and homes with corresponding parking and driveways create a greater need for stormwater services.

To determine the revenue potential of a user fee program, accurate spatial data is needed to calculate individual user fees based on IA and property boundaries and to determine the number of billing units, while other attributes such as ownership, billing, and service addresses (if different) are needed to generate a customer billing database. The City's Geographic Information System (GIS) Department performed a preliminary spatial analysis of:

- The number of properties within the City
- The amount of imperviousness (buildings, driveways, and similar) by parcel/property
- Their distribution by customer class

The Funding Study team then reviewed of distribution of IA by parcel boundary and customer type (**Table 4-2**) to identify an equitable billing unit and whether a tiered rate structure would be appropriate. Due to the historical expense of mapping all the IA within a local governments service area, many entities adopted an "equivalent residential unit" (ERU) billing unit based on statistical sample of the median impervious area of single-family residential properties. For the City, the ERU based on all 18,974 single family parcels would be approximately 3,500 square feet (SF) of IA.

Table 4-2. Parcel Count and Impervious Area by Customer Class

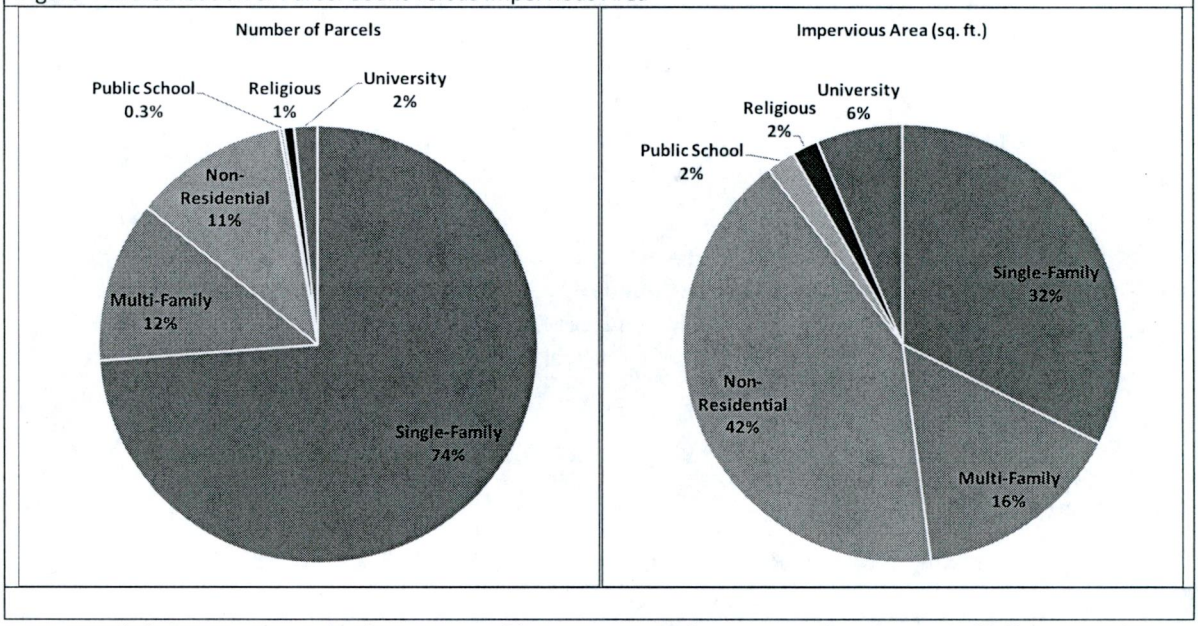
Customer Class	Parcel Count	Total IA (SF)	Average IA (SF)	Median IA (SF)	Maximum IA (SF)
All Properties	25,690	235,940,932	9,184	3,425	2,325,502
Single-Family	18,974	76,451,588	4,029	3,466[a]	90,954
Multi-Family	3,059	36,724,982	12,006	3,734	521,127
Non-Residential	2,943	98,178,891	33,360	12,819	2,325,502
Public School	68	5,002,386	73,565	14,188	530,925
Religious	206	4,589,749	22,280	8,353	428,155
University	440	14,993,336	34,076	7,265	1,210,092

[a] Based on a preliminary GIS analysis by City staff; minimum mapping unit of data is 100 SF.

Figure 4-1 illustrates this comparison and why IA serves as an equitable representation of the cost of providing these services. This avoids the multiple issues generated by using a flat rate based on customer or meter type. For example, if the City adopted a program similar to the City of Bryant, Arkansas (bills based a monthly flat fee of $3 for residential utility account holders and $6 for

commercial and industrial accounts), which is closer to parcel count distribution on the left, there would be an inequitable "disconnect" between the cost of services and fee/charge paid by the customer for these services.

Figure 4-1. Distribution of Parcel Count versus Impervious Area



Customer billing equity was further assessed by comparing the percent distribution of billing units by customer class using an ERU method versus a tiered method to illustrates the distribution of potential costs (**Table 4-3**). It shows the potential for non-residential and multi-family residential properties (shaded light gray) to subsidize the cost of providing single family residential stormwater services under an ERU billing unit method.

A six-tier billing unit method, using a rate expressed as cost per 1,000 SF of IA, was found to most closely equate to the distribution of actual IA and therefore could best serve to avoid inter-customer class subsidies. Therefore, a tiered rate structure, shown in **Table 4-4**, with no customer class distinction was selected to balance equity with ease of administration. Most properties pay based on tier assignments where the fee is based on middle value of the range divided by 1,000 SF. For example, a property assigned to Tier 3 (more than 3,500 and less than or equal to 5,000 SF) pays based on 4.25 billing units (4,250/1,000). For those properties with imperviousness greater than 8,000 SF, the owner would pay based on actual impervious area divided by 1,000 SF. For example, a property with 10,000 SF pays based on 10 billing units (10,000/1,000).

Table 4-3. Comparison of Billing Unit Distribution by Customer Class

	Parcels	Total IA	ERU Method (1 ERU = +/-3,500 SF of IA)	Tier Method (1 Billing Unit = 1,000)
Single-Family	74.6%	*34.8%*	30.4%	34.8%
Multi-Family	11.6%	*15.6%*	16.6%	15.6%
Non-Residential	11.2%	*39.2%*	41.8%	39.2%
Public School	0.2%	*2.1%*	2.3%	2.1%
Religious	0.8%	*1.9%*	2.1%	1.9%
University	1.6%	*6.4%*	6.8%	6.4%

4.3 Financial Planning Assumptions

Using the tier structure presented in **Table 4-4**, the Funding Study then assessed a series of financial planning scenarios and narrowed them down to the following two based on feedback from the City:

- Scenario 1 reflects rates with the continuation of current funding ($1.5 million) from the City budget.
- Scenario 2 represents a stand-alone program without the current funding from City budget.

Table 4-4. Proposed Tier Structure
(Applies to All Properties)

Tier	Tier Range (SF)	Property Count	Billing Units
1	≤ 2,000	2,196	2,745
2	>2,000 and ≤ 3,500	9,602	26,406
3	>3,500 and ≤ 5,000	6,491	27,587
4	>5,000 and ≤ 6,500	2,644	15,203
5	>6,500 and ≤ 8,000	1,093	7,924
6	>8,000	3,664	156,095
	Total	**25,690**	**235,960**

Assumptions include:

- Staging over a 5-year period to allow adequate time for the City to implement an enhanced program
- A reduction in CIP costs, reflecting an Early Action Plan of projects being funded by the 2019 Drainage Bond (http://www.fayetteville-ar.gov/3713/Drainage-Projects)
- A baseline credit/rebate program to encourage BMPs that will modestly reduce potential revenue

Assumptions do not yet include:

- Reductions in revenue due to the potential for bad debt
- Increases in revenue due to new/infill development

As noted previously, Option A/B was added to characterize the financial impacts of the Option B EOS with the Option A "routine" frequency of maintenance and time frame for CIP. After additional Stakeholder feedback, the City chose to narrow the EOS/LOS options to those that could be realistically implemented by a reasonable rate structure (Options A/B and B). **Table 4-5** presents the monthly Flood Management and Water Quality fee estimates for these two options by tier and scenario based on the assumptions stated previously.

Table 4-5. Monthly Fee Estimates by Tier and Scenario

Scenario 1: With Current Funding from City Budget		
Tier Range	**A/B Monthly Fee (Standard)**	**B Monthly Fee (Proactive)**
Tier 1 (0 and 2,000)	$1.60	$3.23
Tier 2 (2,000 and 3,500)	$3.52	$7.10
Tier 3 (3,500 and 5,000)	$5.44	$10.97
Tier 4 (5,000 and 6,500)	$7.36	$14.84
Tier 5 (6,500 and 8,000)	$9.28	$18.71
Tier 6 (over 8,000)	$1.28/1000 SF	$2.58/1000 SF
Scenario 2: Without Current Funding from City Budget		
Tier Range	**A/B Monthly Fee (Standard)**	**B Monthly Fee (Proactive)**
Tier 1 (0 and 2,000)	$2.31	$3.94
Tier 2 (2,000 and 3,500)	$5.09	$8.66
Tier 3 (3,500 and 5,000)	$7.86	$13.39
Tier 4 (5,000 and 6,500)	$10.64	$18.11
Tier 5 (6,500 and 8,000)	$13.41	$22.84
Tier 6 (over 8,000)	$1.85/1000 SF	$3.15/1000 SF

Note: If there is an onsite stormwater management facility, there could be a reduced fee based on a sustainable credit program established by the City.

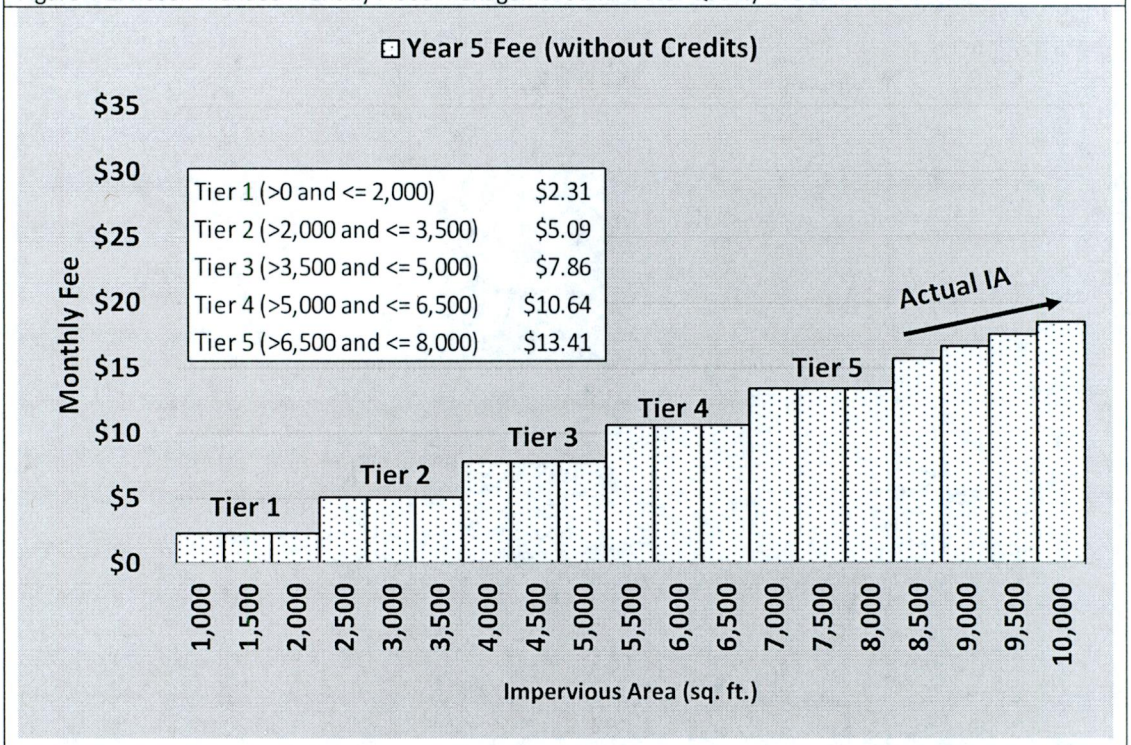
4.4 Recommended Fee Option

Table 4-6. Staging of Recommended Fee Structure under Scenario 2 ($/1,000 SF/month)

	Year 1	Year 2	Year 3	Year 4	Year 5
Option A/B	$0.74	$0.93	$1.14	$1.35	$1.85

The City is considering proceeding with the implementation of a stand-alone Flood Management and Water Quality Fee Program (that is, Scenario 2) with the Option A/B rates. A stand-alone program for future services was selected that discontinues current funding and is instead administered from an enterprise fund sourced from a Flood Management and Water Quality fee and the intermittent issuance of revenue bonds. Option A/B was selected because it would provide the funding needed for an equitable, sustainable drainage program while also addressing the ongoing challenges many homeowner associations in the City have with operating and maintaining their detention ponds. Further, more than half of those responding to Survey #2 as of August 2019 found the Option A/B rates to be reasonable. The selected rate option would be staged/ramped up over a 5-year period (**Table 4-6**), to the monthly rates in Year 5, illustrated on **Figure 4-2**.

Figure 4-2. Recommended Monthly Flood Management and Water Quality Fee Structure in Year 5



Note: Base rate of $1.85/1,000 SF/month

4.4.1 Flood Protection and Water Quality Fee Examples

This would result in an $5.09 monthly fee for a 1,500-SF home (**Table 4-7** and **Figure 4-3**) with a two-car garage, a $67 monthly fee for a typical fast food restaurant and a $250 monthly fee for a 75-unit apartment complex (**Table 4-8**).

Table 4-7. Monthly Residential Fee Examples by Tier in Year 5

Tier Range	Option A/B Monthly Fee	Example Residential Property
Tier 1 (0 and 2,000)	$2.31	1,000 SF home, no garage or carport
Tier 2 (2,000 and 3,500)	$5.09	1,500 SF home, attached two-car garage
Tier 3 (3,500 and 5,000)	$7.86	2,500 SF home, attached three-car garage
Tier 4 (5,000 and 6,500)	$10.64	3,500 SF home, attached three-car garage
Tier 5 (6,500 and 8,000)	$13.41	4,500 SF home, attached three-car garage
Tier 6 (over 8,000)	$1.85/1000 SF	Based on actual IA

Note: If there is an onsite stormwater management facility, there could be a reduced fee based on a sustainable credit program established by the City.

Figure 4-3. Example of a Residence that falls within Tier 2

Table 4-8. Fee Examples for Other Property Types

	Impervious Area (SF)	Option A/B: Monthly
Stand-alone Fast Food[a.]	36,000	$67
Big Box Retailer/Commercial Center	300,000–750,000	$555–$1,388
Apartment (76 units)	135,000	$250
Apartment with Clubhouse (306 units)	413,820	$766
Industrial/Manufacturing	780,000	$1,443
Industrial/Manufacturing	665,000 (floor area), 1,100,000 (total)	$2,035

Note: If there is an onsite stormwater management facility, there could be a reduced fee based on a sustainable credit program established by the City.

[a.] The average IA for the more than 2,900 commercial properties in the City is 33,360 SF.

SECTION 5

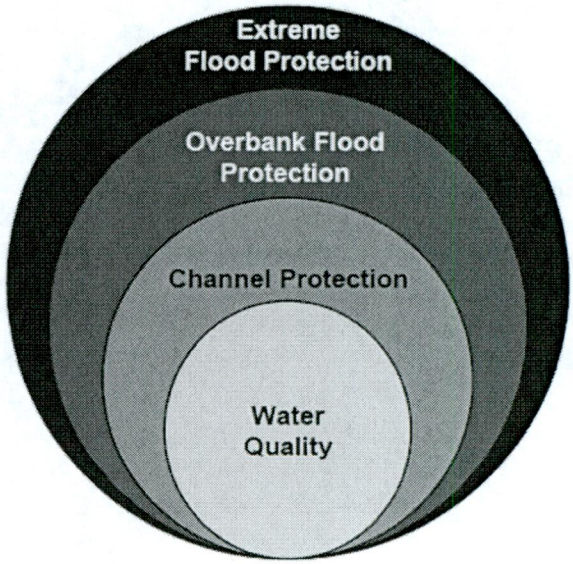
Stormwater Credit and Incentive Programs

A stormwater credit is an ongoing, renewable reduction in the fee charged to a property for its contribution (measured via its amount of IA) of runoff to the stormwater system; all properties subject to the Flood Management and Water Quality fee would be eligible to apply. Credits would be offered for existing practices or facilities that reduce the water quality and quantity burden imposed on the City drainage system by runoff from a property. Other incentive programs such as a stormwater rebate program (for private investments to mitigate drainage from existing developments) and in lieu of fee program (for small development sites or areas where a regional solution is practical) would also be considered during implementation.

5.1 Stormwater Credits

Basic credit programs typically mimic the requirements of a community's DCM (**Figure 5-1**), which helps support the City's compliance with its MS4 permit. To the extent that property owners mitigate the effects of stormwater runoff before it is discharged to the City of Fayetteville MS4 system (essentially pretreating their stormwater runoff), the burden placed on the City's system is somewhat less than if no such mitigation were in place. Therefore, the Flood Management and Water Quality fees for properties having certain stormwater management facilities or for owners performing approved stormwater educational activities will be reduced to recognize the public benefits of privately owned and managed facilities. It is recommended that full credits not be offered for undeveloped property or those treating 100% of stormwater onsite because all property owners benefit from the following City services:

Figure 5-1. 2014 Drainage Criteria Manual Sizing Criteria



- Maintaining the public ROWs including, but not limited to, storm drain cleaning and street sweeping.
- Maintaining regional stormwater infrastructure that serves multiple property owners
- Inspection of public and private stormwater facilities to ensure operating as designed

Additional credits can be offered for green infrastructure practices, public education, and other activities important to a community. Credits are typically calculated based on the amount of IA and/or the volume of water managed onsite. For example, a property could earn a 40% credit for demonstrating that it meets all four sizing criteria illustrated in **Figure 5-1**, or a 10% credit for meeting each one individually.

Key characteristics of a sustainable credit program would include:

- Customizing it to Fayetteville's unique mix of customers
- Providing the opportunity to meaningfully mitigate a customer's fees
- Keep it administratively simple
- Establishing a cap on the credit offered to ensure adequate revenue

A sustainable credit system will be developed with additional Stakeholder engagement on eligibility and technical guidelines; application, inspection, and verification procedures; and duration between renewals as part of implementation. It would be offered to customers based on the sizing criteria found in the City's DCM, with additional credits possibly offered for green infrastructure practices and public education.

5.2 Other Incentive Programs

The City is also considering other inventive programs to encourage long-term, sustainable solutions both during and after construction, such as:

- **Stormwater rebates** could be offered to eligible property owners that are willing to retrofit existing or install new stormwater treatment facilities. Rebates would provide them with a mechanism to recoup some of the costs of installing approved DCM facilities up to the amount of the actual fee for a set period of time.
- **A stormwater "in lieu of" fee program** could be offered, wherein an owner or developer may contribute via a fee to the construction of a regional or sub-regional detention site in lieu of constructing onsite detention. For example, Hot Springs offers an in-lieu fee program where the fee is calculated based on $10,000 per acre-foot of stormwater storage. However, no in-lieu contributions are allowed when existing flooding occurs downstream from the development, or if the development will cause downstream flooding.

SECTION 6

Policy and Legislative Considerations

This section provides an overview of the City's existing stormwater management regulations, key legal considerations for development of a Flood Management and Water Quality fee program, Arkansas' authorizing legislation for stormwater utilities, and potential legislative steps, should the City decide to proceed with implementation.

6.1 Existing Stormwater Management Regulations

Fayetteville is home to many streams and water bodies and is near the upstream end of two main watersheds, the Beaver Lake Watershed and the Illinois River Watershed. As a result, the City has a long history of implementing regulations that manage the volume and quality of stormwater. These efforts have included the adoption of a LID ordinance in 2010, a streamside protection ordinance in 2011, and a DCM in 2014 (Fayetteville, 2014). The DCM summarizes the regulations governing development and stormwater management, which include:

- Chapter 161 – Zoning Regulations
- Chapter 166 – Development
- Chapter 167 – Tree Preservation & Protection
- Chapter 168 – Flood Damage Prevention Code
- Chapter 169 – Physical Alteration of Land
- Chapter 170 – Stormwater Management, Drainage, & Erosion
- Chapter 171 – Streets and Sidewalks
- Chapter 172 – Parking & Loading
- Chapter 173 – Building Regulations
- Chapter 177 – Landscape Regulations
- Chapter 179 – Low Impact Development
- City Plan 2030
- City of Fayetteville Drainage Criteria Manual, Appendix H Exhibits
- City of Fayetteville Landscape Manual
- City of Fayetteville Streamside Protection BMP Manual City of Fayetteville Minimum Street Standards
- City of Fayetteville Water and Sewer Specifications

6.2 Policy Considerations

To be equitable and legal, a fee for service program should be structured to reflect the following policy and rate-setting considerations:

- The overall cost of the program must be reasonably related to the services being provided.
- The funds raised must be segregated for use by the stormwater program.
- The fee should be proportional to the property's contribution to stormwater runoff.
- Participation in the program should allow appropriate exemptions and credits (NAFSWA, 2006).

Development of this Funding Study was guided by establishing a "rational nexus" between the drainage services provided by the City and how they are funded. Selection of IA as the basis for funding these services was considered key to creating a legally defensible and equitable user fee program. These fees are based on the "polluter pays" principle and therefore the size of the fee charged must be related to the burden a property places on the City's stormwater system.

Unlike a tax, it is also important that all properties with impervious surfaces pay, there should be no exemptions, only credits for reducing a property's burden on the stormwater system. As a result, important City Stakeholders such as the University of Arkansas, who have historically not paid impact fees for police and fire, will still be expected to contribute to the Flood Protection and Water Quality fee program.

The question of whether sovereign immunity is applicable when stormwater fees are billed to federal and State properties typically hinges on the question of whether the CWA waives sovereign immunity about imposition of fees on these properties (SESWA, 2017). Although there are still challenges, an amendment to the CWA passed in January 2011, 33 *United States Code* § 1323(a), clarified that there is a federal responsibility for municipal stormwater charges. Additionally, many communities around the country have successfully billed and collected stormwater utility fees from State, federal, and local government properties, including school districts.

Table 6-1. Surveyed Status of Billing and Collecting Stormwater Fees from Government Entities

Government Entity	Exempt	Bill and Collect	Bill But Do Not Collect	Not Billed
Federal	4	63	8	2
% of Total	*5%*	*82%*	*10%*	*3%*
State	6	59	10	4
% of Total	*8%*	*75%*	*13%*	*5%*
County	2	74	4	2
% of Total	*2%*	*90%*	*5%*	*2%*
City	3	76	7	2
% of Total	*3%*	*86%*	*8%*	*2%*
School District	6	66	3	0
% of Total	*8%*	*88%*	*4%*	*0%*
Special District	1	45	0	3
% of Total	*2%*	*92%*	*0%*	*6%*

Source: SESWA, 2017

In practice, the 2017 SESWA survey found that 82% of 77 communities responding to this question on the survey billed and collected from these public entities (**Table 6-1**). As a result, it is recommended that that no exemptions be provided and that the City instead integrate these entities in to a credit program, where possible. Similar to other utilities, it is important that revenue from stormwater fees be accounted for separately via an enterprise fund, instead of being added to the existing Street or General Funds. This helps ensure that these funds are only used for their intended purpose (that is, to provide stormwater services).

6.3 Legislative Implementation Steps

Because each local and State government is unique, there are multiple legislative routes that can be taken to establish a stormwater fee program once a community has assessed the feasibility of developing a fee program and decided to move forward. Further, some utilities will develop a guidebook or other document (that is, cross-referenced in the legislation) detailing the step-wise processes used for administration of the fee program. This allows the enabling legislation to be more succinct while allowing the local government to make minor program adjustments without revisiting the original ordinance. As illustrated by the legislative examples provided in **Appendix B**, local governments have successfully adopted fee programs without some of the following key legal requirements. However, it is recommended that the City's ordinance(s) include these key elements at a minimum:

- Establish a separate Enterprise Fund
- Establish the City's Administrator for the Stormwater Program
- Identify the scope of stormwater services (what will be funded)
- Establish a Flood Protection and Water Quality fee
- Note exemptions (limited)
- Provide a mechanism for appeals
- Provide a Credit Program

6.4 Arkansas Authorizing Legislation and Fee Programs

At the State level, stormwater management, including the creation and operation of a stormwater utility, is authorized by the definition of the term "works" in *Arkansas Code* § 14-235-201. This statute provides for:

1. The structures and property as provided in *Arkansas Code* § 14-235-203
2. Stormwater management
3. The creation and operation of a stormwater utility
4. The creation and operation of a stormwater department
5. Other like organizational structures related to the disposal or treatment of stormwater by municipalities [3]

[3] 2017 Arkansas Code, Title 14 - Local Government, Subtitle 14 - Solid Waste Disposal, Waterworks, And Sewers Generally, Chapter 235 - Municipal Sewage Systems, Subchapter 2 - Operation of Systems by Municipalities, § 14-235-201 - Definition.

To date, two Arkansas communities have adopted stormwater fees:

1. **Hot Springs, Arkansas:** Flat rate for residential and tiered rate for nonresidential based on the square footage of impervious surface *(Ord. No. 6153, '1, 6-7-2016)*, as described in **Table 6-2**:

Table 6-2. Stormwater Fee Rates for Hot Springs, Arkansas

		Cost Per Month					
		Current	**June 2016**	**Jan. 2017**	**Jan. 2018**	**Jan. 2019**	**Jan. 2020**
Residential		$3.00	$4.00	$4.00	$4.00	$4.25	$4.25
Commercial	0–9,999	$6.00	$8.00	$10.00	$12.00	$12.00	$12.00
	10,000–49,999	$6.00	$10.00	$12.00	$21.60	$28.80	$36.00
	50,000–99,999	$6.00	$12.00	$30.00	$54.00	$72.00	$90.00
	100,000–249,999	$6.00	$28.00	$70.00	$126.00	$168.00	$210.00
	250,000–Above	$6.00	$60.00	$150.00	$270.00	$360.00	$450.00

2. **Bryant, Arkansas:** Monthly flat fee of $3 for residential utility account holders and $6 for commercial and industrial accounts *(Ord. No. 2016-3, § 1, 2-23-2016).*

SECTION 7

Next Steps Towards Implementation

This section summarizes the additional activities that need to occur prior to a Flood Management and Water Quality fee being billed by the City. It is estimated that 1 to 2 years would be needed to complete these activities, with the bulk of the level of effort associated with developing a customer billing database that is compatible with the existing utility or the County property tax systems. The next steps towards implementation are detailed in **Table 7-1**.

Table 7-1. Next Steps Towards Implementation

Program Element	Next Steps
Stakeholder Engagement and Education	• Additional Stakeholder involvement and education with a particular focus on the owners of rental property and key Stakeholders. • Educate Stakeholders on the findings of this Funding Study and the timeline for implementation • Engage Stakeholders on the development of a sustainable credit program. • Establish Intergovernmental Agreements with key Stakeholders.
Stormwater Program Definition	• Refine future program costs based on selected LOS/EOS options using updated stormwater system condition and needs. • Finalize preferred EOS option and publish it via legislation or other mechanism to ensure Stakeholders understand public versus private drainage responsibilities.
Customer Billing Database	• Refine preliminary customer billing database to confirm impervious area by parcel, property identification number, ownership, mailing address and existing utility account number, if applicable. • Establish method of billing property owners either within the existing utility billing system or on the County property tax bill. • Establish procedures for billing rental and multi-family properties as well as properties that do not have a utility account currently. • Establish procedures for adding new customers and capturing new impervious area as property is developed or redeveloped.
Policy and Ordinance Development	• Pass a resolution to accept the Funding Study, establish a new enterprise fund, the basis of fee and definition of the rate structure. • Pass ordinance with the final rate structure and fees, credit and appeal programs and other administrative requirements. • Develop process and procedures for obtaining public drainage easements in an iterative fashion for those portions of Fayetteville that developed prior to them being required.
Stormwater Credit and Incentive Programs	• Engage Stakeholders on the development of a sustainable credit program. • Determine whether the City wants to pursue other incentives such as rebates and in lieu of fee programs. • Develop policies for eligibility and technical guidelines; application, inspection and verification procedures; and duration between renewal.
Appeals and Administration	• Develop a robust customer service program that addresses appeals and ongoing administration of the fee program. • Proactively establish a process that allows customers to request a review of their fee should they think it was calculated incorrectly.

SECTION 8

References

InVeritas. 2017. Fayetteville Vision 2050: Strategic Planning Final Report. March.

City of Fayetteville, Arkansas (Fayetteville). 2010. *Stormwater Utility Fee Feasibility Study.*

City of Fayetteville, Arkansas (Fayetteville). 2014. *Drainage Criteria Manual. July.*

City of Fayetteville, Arkansas (Fayetteville). 2018a. 2018 Drainage Improvement Plan.

City of Fayetteville, Arkansas (Fayetteville). 2018b. *2019 Annual Budget and Work Program*. November 20. https://www.fayetteville-ar.gov/ArchiveCenter/ViewFile/Item/1991.

Geosyntec. 2009. *Nutrient Reduction Plan.* April.

National Association of Flood and Stormwater Management Agencies (NAFSMA). 2006. *Guidance for Municipal Stormwater Funding*. Prepared under a grant provided by the U.S. Environmental Protection Agency. January.

Southeast Stormwater Water Association (SESWA). 2017. *2017 Southeast Stormwater Utility Report*. Prepared by CDM Smith, Dewberry.

Appendix A
Stakeholder Information

APPENDIX A

Stakeholder Information

Table A.1. Funding Study Meetings and Topics

Date	Topics
Full Council	
June 25, 2018	• Chartering • Study and Schedule Overview • Review Relevant Goals • Constituent Concerns Roundtable • Review Draft Stakeholder Engagement Strategy
Special Council Committee	
July 31, 2018	• Chartering • Study and Schedule Overview • Review Relevant Goals • Constituent Concerns Roundtable with Ward Map • Review Draft Stakeholder Engagement Plan
August 28, 2018	• Review Current Stormwater System, Regulatory Requirements and Costs • Stormwater Extent of Service Options • Stormwater Level of Service Options • Committee Feedback and Next Steps
April 9, 2019	• Speak Up Fayetteville Results to Date • Program Costs and EOS/LOS Options Refresher • Review Draft Fee Estimates by Program Option • Policy Primer on Credit/Rebate Program Options • Next Steps
July 30, 2019	• Final Extent of Service and Level of Service Option Refresher • Review Final Fee Estimates by Program Option and Scenario • Speak Up Fayetteville Survey #2 Results to Date • Staff Recommendations for Council Committee Consideration • Next Steps
Staff Technical Advisory Committee (STAC)	
June 25, 2018	• Chartering • Study and Schedule Overview • Review Relevant Goals • Review Draft Stakeholder Engagement Plan • STAC Homework Assignment for Stormwater Needs Analysis Meeting,

Table A.1. Funding Study Meetings and Topics

Date	Topics
August 1, 2018	• Review Baseline Stormwater Program Elements and Costs • Review Chartering Feedback and Completed Homework Assignments • Review Preliminary Extent and Level of Service Options • Stormwater Needs Prioritization Exercise
December 10, 2018	• Study Update • Review Final Extent and Level of Service Options • Review Corresponding Future Program Costs • Next Steps
Public	
September 30, 2018	• Study Purpose • What is the City's Role? • What are the funding needs? • What are the proposed solutions? • Speak Up Fayetteville!
November 29, 2018 **Beaver Water District Speaker Series**	• Study Background • 2017 Flooding • Review Current Stormwater System, Regulatory Requirements and Costs • Stormwater Extent of Service Options • Stormwater Level of Service Options • Proposed Solutions/Funding Options
December 12, 2018 **AWWWEA NW District Meeting**	• Study Background • 2017 Flooding • Review Current Stormwater System, Regulatory Requirements and Costs • Stormwater Extent of Service Options • Stormwater Level of Service Options • Proposed Solutions/Funding Options
January 17, 2019	• Study Update • Review Final Extent and Level of Service Options and Corresponding Future Program Costs • Review of National and Regional Average Stormwater Fees

AWWWEA NW = Arkansas Water Works and Water Environment Association, Northwest District
EOS = extent of service
LOS = level of service

Figure A-1. Speak Up Fayetteville Factsheet

City of Fayetteville Stormwater Study: Flood Management & Water Quality Funding

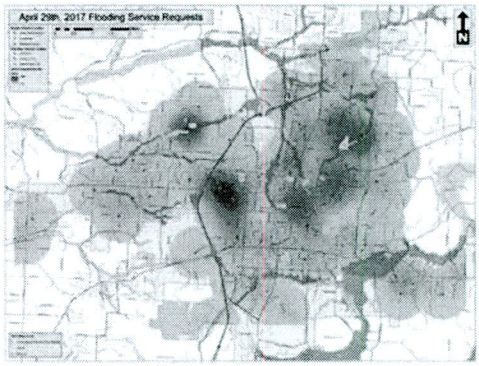
Stormwater runoff is generated from rain and snowmelt events that flow over land or impervious surfaces, such as paved streets, parking lots, and rooftops, and does not soak into the ground. The runoff picks up pollutants like trash, chemicals, oils, and dirt/sediment that can harm our rivers, streams, and lakes. —US Environmental Protection Agency

Why is the City Concerned about Stormwater?

Fayetteville faces a growing backlog of drainage and stormwater management issues that can cause flooding of streets, structures, and the property of those who live here. Although customers can tell us where the worst issues are, the City does not currently have the financial resources or legal access to fix them all. Recent storms have generated hundreds of service requests for the City, on top of stormwater management activities and water quality projects that are mandated, but not funded, by the Clean Water Act.

The City is responsible for operating and maintaining the public portion of Fayetteville's municipal stormwater system. For example, approximately 65 percent of its roads and rights of way, 57 percent of the drainage pipes, and 43 percent of its outfalls are public.

Flood Service Requests, April 2017



Fayetteville's stormwater system includes over 585 miles of roads and rights of way, 500 miles of drainage pipes or channels, 1,500 stormwater outfalls, 12,000 manholes, and 285 detention ponds.

With our city's growing population, we recognize that there is an increasing need to identify sustainable options for funding stormwater management.

What are the Funding Needs?

The City currently spends approximately **$1.3 million annually** on stormwater activities. This includes compliance with the Arkansas Department of Environmental Quality stormwater permit requirements, maintenance and repair of the public drainage system, as well as water quality and flood management activities. The City's 2018 Drainage Improvement Plan estimates that **more than $15 million is needed** to protect public safety by addressing our most urgent backlog of stormwater maintenance and capital projects. *More* funds are needed to identify issues that have not yet been documented.

Under current policy, it will take several years for the City to accrue enough funds to complete even one of these significant stormwater projects.

What is the Proposed Solution?

The City is proposing to develop an "Early Action Plan" to address the most significant stormwater projects, to be presented to voters in early 2019 as part of a bond program.

To determine the best way to fund the remaining needs going forward, the City is conducting this **Study for Flood Management & Water Quality Funding** to evaluate a range of options.

What Will the Study Do?

The purpose of the study is to present options for sustainable funding for stormwater management, to reduce flooding, and protect water quality. The study has three phases:

1. Review the City's existing stormwater system and program.
2. Collect input from the City Council, staff, and City residents regarding the current state, and the necessary/desired future state of the City's stormwater programs.
3. Assess the advantages and disadvantages of various means of funding the program, including ongoing intermittent bond referendums, additional General Fund or Capital Improvement Program resources, and/or a dedicated stormwater fee.

SPEAK UP FAYETTEVILLE

We Need Your Input!

Input collected from stakeholders on both the program and funding options will be vital to the process in order for the City Council to make an informed decision early in 2019. To provide your input, visit Speak Up Fayetteville, the City's civic engagement portal, and complete our public input survey: fayetteville-ar.gov/speakup.

Table A-2. Common Acronyms and Terms

Acronym	Description	Definition
ADEQ	Arkansas Department of Environmental Quality	Government agency responsible for protecting human health and the natural environment in Arkansas. Permitting authority for stormwater / drainage. https://www.adeq.state.ar.us/
BMP	Best Management Practices	Activities, practices, procedures, and treatment processes utilities use to reduce or prevent pollutants from being released into streams, lakes, rivers, and oceans. Fayetteville-specific BMPs can be found in: https://www.fayetteville-ar.gov/696/Drainage-Criteria-Manual https://www.fayetteville-ar.gov/DocumentCenter/View/1556/Streamside-Protection-Best-Management-Practices-Manual-PDF
CIP	Capital Improvement Plan	The CIP for the City of Fayetteville examines the infrastructure and capital needs of the City for the next five years. https://www.fayetteville-ar.gov/527/Capital-Improvements-Plan
CIP Projects	Capital Improvement Plan Projects	Projects and their cumulative component areas totaling $10,000 or more should be included in the CIP. Projects costing less than $5,000 are not considered capital and are funded through program operating budgets.
CWA	Federal Clean Water Act, i.e. Federal Water Pollution Control Act, 33 U.S.C. 1251.	Federal measure to regulate pollutant discharge into streams, rivers, lakes, and oceans of the United States. https://www.epa.gov/laws-regulations/summary-clean-water-act
DCM	City of Fayetteville 2014 Drainage Criteria Manual	City document that provides guidance on procedures and design to control stormwater. https://www.fayetteville-ar.gov/696/Drainage-Criteria-Manual
EOS	Extent of Service	Defines where the City will work, i.e. drainage infrastructure for which the City will be responsible.
FEMA	Federal Emergency Management Agency	Federal entity that handles disaster response in case the event is too large for state or local governments to effectively handle. www.fema.gov
FIRM	Flood Insurance Rate Map	Map created by the Federal government that shows areas that are at higher risk of flooding. https://www.fayetteville-ar.gov/402/Floodplain-Management
FS	Study for Flood Management and Water Quality Funding	Study to evaluate sustainable funding options for the City's stormwater program, including a review of the existing program and additions needed to satisfy future regulatory and customer service needs. https://www.fayetteville-ar.gov/3328/Flood-Management-Study
IDDE	Illicit Discharges Detection and Elimination	Monitoring stormwater outfalls to detect illegal discharges including trash, yard waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste and sediment. https://www.fayetteville-ar.gov/491/Report-Stormwater-Pollution
LOS	Level of Service	What stormwater services the City would provide and at what frequency, i.e. regulatory compliance, operations and maintenance, and capital improvement planning, etc.
MS4	Municipal Separate Storm Sewer System	A conveyance (e.g., storm drains, channels, pipes,) or system of conveyances that is owned by the City of Fayetteville that discharges to waters of the U.S. and is designed or used to collect or convey stormwater runoff. https://www.epa.gov/npdes/stormwater-discharges-municipal-sources
Phase I Medium MS4	Medium municipal separate storm sewer systems	There are no Phase I Large MS4 permit holders in Arkansas; the City of Little Rock and Arkansas DOT are the only Phase I Medium MS4 entities. https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

Table A-2. Common Acronyms and Terms

Acronym	Description	Definition
Phase II Small MS4	Small municipal separate storm sewer systems	City of Fayetteville is a Phase II small MS4 community covered under ADEQ's General Permit, # ARR040000.
NPDES	National Pollutant Discharge Elimination System	A permit program that regulates water pollution from distinct pipe, ditch, channel, tunnel, conduit, well, container, animal feeding operation, landfill, or floating vessel that discharges pollutants. The Clean Water Act prohibits anybody from discharging "pollutants" through a "point source" into a "water of the United States" unless they have an NPDES permit. The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States.
NPS	Non-point Source Pollution	Pollution from a combination of dispersed sources resulting from rainfall or snowfall moving over and through the ground during which it picks up and carries away natural and human-made pollutants, finally depositing them into lakes, rivers, wetlands, coastal waters and ground waters.
	Protected Streams	Streams that drain at least 100 acres as identified on the Streamside Protection Map available on: https://www.fayetteville-ar.gov/1214/Streamside-Protection.
PS	Point Source Pollution	Distinct pipe, ditch, channel, tunnel, conduit, well, container, animal feeding operation, landfill, or floating vessel that discharges pollutants. This term does not include agricultural stormwater runoff.
SW	Stormwater	Rain, once it lands on the ground, which can either evaporate, seep underground, or flow downhill into streams, rivers, lakes, and oceans. In the natural environment, stormwater is soaked up by the soil and some plants, however in developed places with more asphalt, concrete, and roofs where the rainwater can't seep into the soil or be absorbed by plants, it can accumulate on top of the ground and cause flooding if not managed.
SWMP	City of Fayetteville 2015 Storm Water Management Program	The City of Fayetteville's plan to ensure compliance with their stormwater permit. https://www.fayetteville-ar.gov/DocumentCenter/View/1689/Stormwater-Management-Plan-PDF?bidId=
	Streamside Protection Areas	Streamside Protection Areas should be measured from the stream's top of bank as defined in: https://www.fayetteville-ar.gov/DocumentCenter/View/1556/Streamside-Protection-Best-Management-Practices-Manual-PDF
UDC	Unified Development Code	Document which consolidates all development-related activity including zoning requirements, subdivision regulations, design and development standards, and review procedures within a local government's jurisdiction. https://library.municode.com/ar/fayetteville/codes/code_of_ordinances?nodeId=CD_ORD_TITXVUNDECO
USACE	U.S. Army Corps of Engineers	Federal governing entity over waters of the United States.
WQ	Water Quality	Desired condition (chemical, physical, or biological) of a water body. Standards of water quality are enacted to preserve environmental health.

References:

www.epa.gov, www.fema.gov, Fayetteville, AR DCM, 2014. University of Arkansas Extension. What Is Water Quality? https://www.uaex.edu/publications/pdf/FSA-9528.pdf

Appendix B
Legislative Examples

APPENDIX B

Legislative Examples

The following ordinances were provided to the City of Fayetteville as legislative examples:

1. **City of Bryant, AR** – Rates in ordinance. Exemption for seniors only. No appeals or credits offered in ordinance.
2. **City of Hot Springs, AR** – Rates in ordinance. No appeals or credits offered in ordinance.
3. **City of San Antonio, TX** – Provided due to its central-U.S. location. This drainage utility example covers all legal considerations and is an example of tiered rates in ordinance.
4. **City of Charlotte, NC** – Provided as an example because it: establishes rates by a separate resolution, includes the precedence in which fees will be applied to a utility bill and establishes a Stormwater Advisory Committee within the ordinance.
5. **City of Brookhaven, GA** – This municipal example covers all legal considerations and is an example of rates established by Mayor and City Council outside of ordinance.
6. **DeKalb County, GA** –The ordinance for DeKalb County, Georgia is provided as an example of a single ordinance that establishes the enterprise fund and rate structures in one step. Like Hot Springs, this ordinance has withstood formal legal challenge since it was adopted in 2004.
7. **Montgomery County, MD** – Water Quality Protection charge with rates established by resolution.

The ordinances for the cities of Bryant (2016) and Hot Springs (2008) are provided to demonstrate the legislation used for the two other stormwater fee programs in Arkansas. However, the consulting team recommends the following modifications to these two ordinances for the City of Fayetteville's purposes:

- Removal of the actual fee/rate schedule from the ordinance, see later examples from the City of Brookhaven, GA and Montgomery County, MD for how this can be referenced outside of the legislation.
- Exemptions should only be specified for public right of ways, no discharge properties and select other subsets.
- Add essential sections for appeals and a credit system.

JACOBS

October 17, 2019

Chris Brown, PE
City of Fayetteville, Arkansas

Subject: Flood Management and Water Quality Funding Program Implementation

Dear Mr. Brown:

Jacobs is pleased to submit this amendment to our existing agreement for the purposes of assisting the City of Fayetteville, Arkansas with consistency revisions to its Unified Development Code (related to storm drainage and tree preservation), assessing the use of a mitigation / fee-in-lieu of program for small, infill developments, and furthering elements of the Flood Management and Water Quality Funding Study (prepared under Resolution 131-18, File Number 2018-0267). The code revisions and program assessment activities represented in this proposal reflect the City being responsive to Stakeholder feedback on the Funding Study. While many of these activities will be completed internally by City staff, the Jacobs Team would assist, as needed, over the next year.

The proposal attached provides the following information:

- Article A. Purpose and Scope of Services
- Article B. Schedule and Fee
- Article C. Terms and Conditions

We appreciate the opportunity to provide a proposal for these services and look forward to working with you and your staff on this important project. If you have any questions, please do not hesitate to contact us.

Sincerely,

Heather H. Dyke, AICP
Kaitlin Tymrak
Enclosure

SCOPE CHANGE AUTHORIZATION

Project:	Amendment 2 to the Stormwater Feasibility Study Contract	Date Prepared:	October 21, 2019
Jacobs Project No.:	705896CH	Date Revised:	
Client:	City of Fayetteville, AR	Client Project No.:	
Project Manager:	Heather H. Dyke	Change No.:	2

1. The attached proposal for changes in the scope of the work are hereby authorized:
2. As an amendment to our existing agreement, Resolution 131-18, File Number 2018-0267.

3. The effect of these changes in scope is as follows:

a. Fee	(1) Change	Labor: $142,000 + Travel: $8,200 = $150,200
	(2) New Total	$383,282
b. Schedule		December 2019 to December 2020, or 12 months from NTP.
c. Construction	(1) Cost	N/A
	(2) Schedule	N/A
d. Other		N/A

4. The reason for these changes in the scope of the work are as follows:

For the purposes of assisting the City of Fayetteville, Arkansas with consistency revisions to its Unified Development Code (related to storm drainage and tree preservation), assessing the use of a mitigation / fee-in-lieu of program for small, infill developments, and furthering elements of the Flood Management and Water Quality Funding Study.

4. Project Manager's comments:

N/A

Approved by Client: _____ Date: _____

Agreed to by JEG: Date: 10/18/2019

Carlos Giron, PG
Jacobs
Vice President | BIAF

City of Fayetteville, Arkansas
Flood Management and Water Quality Funding Program Implementation

Article A. Purpose and Scope of Services

This scope of work would provide the City of Fayetteville, Arkansas with additional analysis of the Flood Management and Water Quality Funding Study findings (prepared under Resolution 131-18, File Number 2018-0267). The Jacobs Team has a unique awareness of why additional future funding is needed:

- To further protect the public (safety), public roads, and private property from flooding,
- For watershed improvements to continue protecting the quality of the Beaver Lake, the City's drinking water source
- To proactively maintain current drainage systems while starting to retrofit and replace, as needed, aging infrastructure
- To continue complying with increasing NPDES Phase II MS4 permit requirements
- To encourage the use of green infrastructure and other sustainable development practices to help mitigate stormwater runoff and flooding.

This additional analysis will use the preliminary customer billing database and rate model from the Funding Study to revisit the fee structure in response to Stakeholder feedback. It will also assist City staff with consistency revisions to its Unified Development Code, related to storm drainage and tree preservation, and assess the use of a mitigation / fee-in-lieu of program for small, infill developments. The Project Team would continue to be led by Heather Dyke, AICP with support from Mike Matichich, Rick Brownlow and other Jacobs staff already familiar with the Funding Study.

The following definitions will be used throughout this document.

Term	Description
JACOBS	Local and remote JACOBS staff.
CITY	City of Fayetteville's management and, or technical staff.
Funding Study	Flood Management and Water Quality Funding Study

Scope of Services

Project Understanding

Table 7-1 of the Flood Management and Water Quality Funding Study summarized the additional activities that need to occur prior to a fee being billed by the City. Further, the City has received additional, valuable Stakeholder feedback and suggestions since the Funding Study was completed that is driving additional analysis of the rate structure and policy options. While many of these activities will be completed internally by City staff, the Jacobs Team would assist City staff with the following tasks over the next year:

- Support additional Stakeholder Engagement and Education activities (Task 1)
- Finalize the Stormwater Program Definition (EOS / LOS), perform an alternative rate structure analysis based on "intensity of development", i.e. percent of impervious cover / gross area of property and then perform a final rate analysis (Task 2)
- As needed support of City staff in their efforts to select a billing method and to finalize a Stormwater Customer Billing Database (Task 3)
- Develop a Sustainable Stormwater Credit and Incentive Program (Task 4)
- Assess the Feasibility of a Mitigation / Fee In Lieu of (FILO) Program including a Framework, Fee Structure and "Cookbook" of Water Quality, Flood, and Tree mitigation measures (Task 5)
- Consistency revisions to the City's existing Unified Development Code and development of Ordinances and Intergovernmental Agreements for potential Implementation (Task 6)
- Cost effectively manage the Project over a 12-month time frame and document the results in a Program Summary Technical Memorandum (Task 7).

Project Tasks

Task 1. Stakeholder Engagement and Education

The Jacobs Team understands that Fayetteville's goal is to reach as many people as practical throughout the stakeholder engagement and education process. Our experience during the Funding Study gave us a unique perspective on the additional stakeholder education needed to ensure that property owners are aware the drivers for additional funding above and beyond the 2019 drainage bond. Task 1 will focus on raising awareness of these drivers, why additional future funding is needed as well as the availability of a sustainable credit program. Task 1 will support implementation of the Next Steps noted in the Funding Study, including but not limited to:

- Additional Stakeholder involvement and education with a focus on the owners of rental property and key Stakeholders.
- Engage Stakeholders on the development of a sustainable credit program.
- Educate Stakeholders on the findings of this Funding Study and the timeline for implementation.

Task 1.1 Stakeholder Engagement and Education Strategy

The Jacobs Team will kick off this task by hosting a Stakeholder workshop with City staff, either in person or via conference call, to:

I. Review lessons learned from the Funding Study Stakeholder activities, i.e. what worked well and what could be improved, as well as from the City's many other stakeholder efforts.
II. Confirm internal and external stakeholder participants
    - Stakeholders (Internal)
        - Elected Officials (Mayor and Council)
        - Staff
    - Stakeholders (External)
        - General Public (neighborhood groups, homeowner's associations, civic groups)
        - Key Stakeholders (University of Arkansas, Fayetteville Public Schools, Top 20 Impervious Customers and Chamber of Commerce)
        - Targeted Stakeholders (Faith community, nonprofits, environmental groups, etc.)
III. Confirm the City's preferred engagement and education methods, such as:
    - Meetings:
        - Special City Council Committee
        - Staff Technical Advisory Committee
        - Public Briefings (General Public)
    - SpeakUp Fayetteville tools:
        - One Stakeholder Survey
        - Frequently Asked Questions (Fee Basics and Credits and Incentives)
    - Traditional mailers
IV. Identify appropriate technical content and materials
V. Confirm general timing / schedule for implementing the Strategy.

Based on the results of the Stakeholder workshop, Jacobs will develop a draft Stakeholder Engagement and Education Strategy for City staff review. After addressing one round of comments, Jacobs will finalize the Strategy for implementation.

Task 1.2 General Meetings, Workshops and Briefings

The Jacobs Team will support City staff in engaging internal and external stakeholders via a variety of in person meetings, workshops and briefings. Elected officials will be briefed either through the Special subcommittee established during the Funding Study or full Council presentations. This scope of work would cover 4 meetings over 2 trips by the Project Manager plus 1 additional staff member, as needed.

Task 1.3 Stakeholder Materials

The Team will work closely with Fayetteville's Communications and Marketing Department and the Media Services Division to support the implementation of a robust and innovative stakeholder engagement and education strategy that reflects the City's long history of reaching out to its citizens. Jacobs will develop the draft technical content of Stakeholder Materials while City staff will finalize the materials for posting and distribution.

- Up to 4 PowerPoint presentations in support of Task 1.2
- SpeakUp Fayetteville materials: One Stakeholder Survey and one set of Frequently Asked Questions.

Task 1 Deliverables –

- Stakeholder Engagement Workshop
- Draft and Final Stakeholder Engagement and Education Strategy
- Meeting materials and 1 – 2 team members for up to 4 Meetings, Workshops or Briefings (2 individual trips).
- One Stakeholder Survey
- One set of Frequently Asked Questions (Fee Basics, Credits and Incentives)

Task 1 Assumptions –

- The Jacobs Team will facilitate internal stakeholder meetings and workshops.
- City staff will administer the SpeakUp Fayetteville website including the compilation and analysis of stakeholder survey data.
- Staff with Fayetteville's Communications and Marketing Department and the Media Services Division will facilitate external meetings and support the internal implementation of the technical content provided by the Jacobs Team.
- This task will be documented in the Program Summary TM as part of Task 7.

Task 2. Final Stormwater Program Definition (EOS/LOS) and Rate Analysis

Task 2 would finalize the City of Fayetteville's definition of its future Stormwater Program including Extent of Service (EOS) and Level of Service (LOS) as well as the associated costs based on additional stakeholder feedback. This will include a high-level path forward for capital improvement planning efforts that would serve as the basis for a more detailed master planning and prioritization effort of future drainage studies that would be developed separately. It will support implementation of the Next Steps noted in the Funding Study, including:

- Refine future program costs based on selected LOS/EOS option using updated stormwater system condition and needs.
- Finalize preferred EOS option and publish it via legislation or other mechanism to ensure Stakeholders understand public versus private drainage responsibilities.

In response to Stakeholder suggestions, Task 2 will also develop and analyze an alternative rate structure based on a property's "intensity of development", as represented by percent of a parcel that is impervious instead of on tiers of total impervious area (IA). While not as common, using "intensity of development" as part of their rate calculations is not unprecedented. The cities of Bellevue and Seattle, Washington use IA billing units of 1,000-2,000 feet with a rate structure that is tiered by percent impervious. Starting with the preliminary stormwater customer billing database developed by the City's Geographic Information System (GIS) Department, Jacobs will perform a distribution analysis of the percent imperviousness (buildings, driveways, and similar) to assess its use as an equitable billing unit and what a tiered rate structure would be with its use.

After the future Stormwater Program definition, costs and rate structure are agreed to, one additional rate analysis will be performed to confirm the fee schedule needed to support these services. The existing rate model developed as part of the Funding Study will be used to evaluate the rate and financial impacts of funding the final cost of service components. The rate analysis will be summarized as part of the Program Summary Technical Memorandum (TM) which would be developed as part of Task 7.

Task 2 Deliverables –

- Final Stormwater Program definition and cost of service estimate tabulated (over 5 years) for up to 6 program areas.
- Alternative rate structure analysis that assesses a rate schedule that is tiered based on "intensity of development", i.e. percent of impervious cover / gross area of property.
- Stormwater pro forma financial spreadsheet model (financial / rate model) with a detailed 5-year cash flow analysis and planning level projections over a 20-year time frame.

Task 2 Assumptions –

- EOS/LOS Option A/B, with minor modifications, will generally serve as the basis for the final Stormwater Program definition and cost of service estimates.
- The existing preliminary stormwater customer database will be used to generate an alternative rate structure that also integrates intensity of development. The existing financial spreadsheet model, with minor modifications, will serve as the starting point for the alternative rate structure analysis and one additional rate analysis will be performed.
- This task will be documented in the Program Summary TM as part of Task 7.

Task 3. Stormwater Customer Billing Database

Task 3 will provide support to the City of Fayetteville as it selects the most cost-effective stormwater billing mechanism and finalizes the corresponding preliminary billing database developed during the Funding Study. Should the City decide to proceed with a Fee Program, the City would self-perform the majority of Task 3, including the extensive QA/QC and database processing efforts needed to ensure the accuracy of the resulting bills and prevent excessive customer appeals. As part of Task 3, Jacobs will support City staff as they implement the Next Steps noted in the Funding Study, including:

- Selection of a method of billing property owners (not tenants) either within the existing utility billing system, on the Washington County property tax bill or as a standalone bill.
- Refine preliminary customer billing database to confirm impervious area by parcel, property identification number, ownership, mailing address and existing utility account number, if applicable.

Task 3 Deliverables –

1. As needed support for the City as it assesses and selects its preference billing method.
2. Up to 3 conference calls with GIS Office staff to strategize and support development of a final stormwater billing database.

Task 3 Assumptions

- The City will be responsible for selecting its preferred billing method with limited support by Jacobs staff.
- This task will be documented in the Program Summary TM as part of Task 7.

Task 4. Sustainable Stormwater Credit Program

A stormwater credit is an ongoing, renewable reduction in the fee charged to a property for its contribution (measured via its amount of impervious surface) of runoff to the stormwater system; all properties subject to the stormwater fee are eligible to apply for a fee credit. As part of Task 4, Jacobs will support Fayetteville with determining the applicable range of credits available to customers and how they would be applied. A resulting credit and incentive framework will provide customers with the opportunity to receive reductions on their stormwater bills for specific measures or actions that reduce their stormwater runoff/contribution to Fayetteville's drainage system. A draft and final Sustainable Stormwater Credit and Incentive Framework will be developed for the purposes of interacting with the City's internal and external Stakeholders. Stakeholders will be engaged, as appropriate, to review the draft framework which would provide the "universe" of credit options encompassed by the City's Drainage Manual and Ordinances as well as innovative credits to raise stakeholder awareness and encourage innovative practices.

The Jacobs team will also support the City as it decides whether it wants to pursue other incentives such as rebates; stormwater rebates would provide eligible applicants the opportunity to recoup some of the costs of installing approved stormwater Best Management Practices (BMPs) up to the amount of the actual fee for a set period. The Team will identify procedures for implementing the selected credit and rebate programs and application rules and processes for property owners to use in applying for credits and rebates. The framework will also:

- Assist in determination applicable credits for existing commercial and residential uses and how the credits will be applied,
- Assist in the determination of applicable credits for new development projects and how the credits will be applied,
- Identify how the City's credit and rebate programs will generally be administered, including the application documentation needed, enforcement, renewal and a credit appeals process.

Task 4 Deliverables –

Draft and Final Sustainable Stormwater Credit and Incentive Framework.

Task 5. Mitigation / Fee-In-lieu-of Program Assessment

Task 5 will support the City in assessing the value of a mitigation measure / fee in lieu of program for small infill developments and how such a program would interact with implementation of a Flood Management and Water Quality Fee Program. Fayetteville's 2014 Design Criteria Manual requires mitigations measures such as (1) onsite storage, (2) offsite storage, or (3) offsite drainage system improvements if hydrologic and hydraulic studies reveal that a proposed development would cause increased frequency of flooding, increased depth of inundation of structures, or inundation of unprotected structures not previously subject to inundation. While the DCM does allow for cost sharing of offsite facilities with the City, it's limited budget typically makes it unable to contribute its share of the offsite costs which shifts the burden of these costs back to the developer. Additionally, the City's Unified Development Code (UDC) currently exempts non-SFR (single family residential) additions of 2,000 sf of impervious or less and individual SFR and duplexes (that are not part of a larger subdivision) from these DCM requirements.

For those infill developments and redevelopments where these DCM requirements are not feasible, the City is interested in providing these with property owners with alternatives, either by selecting a mitigation measure from the Cookbook or paying a FILO. To date, in lieu of fees have mainly been used as part of the development process as an alternative to on-site detention. As such, they are typically a one-time fee used to construct larger, regional stormwater infrastructure versus an ongoing fee used to also fund operation and maintenance costs. For example, Hot Springs offers an in-lieu fee program where the fee is calculated based on $10,000 per acre-foot of stormwater storage.

As part of Task 5, the Jacobs team will:

A. Benchmark and summarize the use of mitigation measures and FILO incentives in other communities. Facilitate public input meetings.
B. Develop a standard "Cookbook" of alternative water quality, flood, and tree mitigation measures for small infill developments to choose from, instead of requiring a site-specific drainage study. The City's Drainage Criteria Manual and Streamside Protection Best Management Practices Manual will serve as the basis for these Cookbook mitigation measures.
C. Develop a framework for accepting either mitigation measures or payments in lieu of construction of onsite drainage BMPs. The framework would include policies on when mitigation measures / FILO payments are applicable and a potential fee structure.

Task 5 Deliverables –

Draft and Final Mitigation / Fee-In-lieu-of Program Assessment TM, including a Framework, Fee Structure and "Cookbook" of Water Quality, Flood, and Tree mitigation measures

Task 6. Ordinances and Intergovernmental Agreements

As part of Task 6, the Team will work closely with the City's legal staff to update select Chapters of the City's Unified Development Code, to develop a new ordinance establishing a stormwater enterprise fund and to develop Intergovernmental Agreements with key stakeholders.

Task 6.1 Unified Development Code Revisions

The City of Fayetteville's Unified Development Code exempts single family homes and duplexes from most stormwater management and tree preservation criteria required for other types of. This exemption has led to a development pattern that is inconsistent with the goals of City Plan 2040, especially Goal 1 (Making appropriate infill and revitalization our highest priority) and Goal 6 (Creating opportunities for attainable housing), by encouraging the development of relatively large (and expensive) single family homes and duplexes on small lots in many redeveloping areas of town, especially in and near downtown. These large structures with no associated storm drainage mitigation or tree preservation create negative impacts to adjacent property owners and to the stormwater system and larger neighborhood as a whole. In comparison, all other types of housing and non-residential development are required to fully meet all water quality, flood mitigation and tree preservation requirements in City code, regardless of the size or relative impact to the storm drainage system or tree canopy.

The overall purpose of Task 6.1 is to normalize the storm drainage and tree preservation requirements for developments in Fayetteville and to establish consistent requirements based on the impact of each development, rather than land use or development type. The City anticipates that the effects of these changes will likely make requirements for single family homes and duplexes more stringent but may relax requirements for certain other types of development. To do so, the Jacobs team will:

A. Review the following relevant UDC chapters:
    1. Chapter 151 Definitions
    2. Chapter 166 Development
    3. Chapter 167 Tree Preservation and Protection
    4. Chapter 168 Flood Damage Prevention Code
    5. Chapter 169 Physical Alteration of Land
    6. Chapter 170 Stormwater Management, Drainage, and Erosion Control
    7. Chapter 172, Parking and Loading
    8. Chapter 179, Low Impact Development
    9. City Drainage Criteria Manual

B. Facilitate public input meetings. A minimum of two public input meetings with a focus group and potentially affected stakeholders shall be conducted by the Jacob's team to identify issues and incorporate feedback into the code revisions.
C. Redline the existing UDC chapters to refine development thresholds based on land disturbance and impervious surface, instead of building / land use type, based on input from City staff and stakeholder input.
D. Attend public hearings. Jacobs team members will attend and present the findings of Tasks 5 and 6.1, including the UDC revisions, "Cookbook" of alterative mitigation measures and framework at one Planning Commission and one City Council meeting.

Task 6.2 Enterprise Fund Ordinance and Intergovernmental Agreements

Task 6.2 will provide for the development of a new enterprise fund ordinance will provide the basis of fee as well as policies for credits and appeals and establish / adopt a separate Implementation document by reference; the final rate structure and administrative details would be developed later in this Implementation document. Implementation of an enhanced stormwater management program would also require developing and defining specific policies and procedures to convey to key stakeholders exactly what is covered in the program, where Fayetteville provides services and what remains their responsibility. This will be particularly important with key Stakeholders such as the University of Arkansas, Washington County and the Fayetteville School System. Jacobs will develop up to 3 Intergovernmental Agreements, also known as Interlocal Agreements[1], that clearly delineate the extent and level of stormwater services provided by the City, the rights and responsibilities of each party as well as mutual obligations, compensation and miscellaneous terms.

[1] Community and Economic Development, University of Arkansas Division of Agriculture. FSPPC110 on Interlocal Agreements. August 2015. https://www.uaex.edu/publications/PDF/FSPPC110.pdf.

Task 6 Deliverables:

1. Draft and Final redlined UDC chapters
2. Meeting materials and attendance at 2 public input meetings and 2 public meetings of the Planning Commission and City Council.
3. Draft Enterprise Fund Ordinance, if warranted.
4. Up to 3 Intergovernmental Agreements, if warranted.

Task 6 Assumptions:

- City staff will provide guidance on the development thresholds, based on corresponding land disturbance and impervious surface percentages, it would like to see integrated in the UDC.
- Jacobs staff will review up to 10 existing chapters / sections of the UDC solely for the purposes of identifying opportunities to improve consistency among storm drainage and tree preservation requirements based on the impact of each development. Revisions for other purposes, such as updating text or consolidating sections will be handled separately by the City.
- Meeting materials and 1 – 2 team members for up to 4 public meetings (requiring 2-3 individual trips).

Task 7. Overall Project and Quality Management

The objective of this task is to charter the project by defining the design team, management team, individual roles, personnel contact information, and project controls. This includes managing and coordinating project resources and responsiveness consistent with the schedule and budget. Task 7 will also develop a succinct Program Summary Technical Memorandum (TM) summarizing the status / results of:

- Stakeholder Engagement and Education activities,
- Final Stormwater Program Definition (EOS/LOS) and Rate Analysis,
- Development of a Stormwater Customer Billing Database,
- Development of a Sustainable Stormwater Credit Program

If warranted, the Program Summary TM will also outline next steps towards Program Implementation and final versions of the other deliverables as attachments.

Task 7 Deliverables –

1. 12 monthly invoices and progress reports.
2. Monthly status calls, including an agenda, updated schedule, and action items.
3. Draft and Final Program Summary TM.

Project Deliverables

Task #	Task Name	Deliverables
1	Stakeholder Engagement and Education	1. Stakeholder Engagement Workshop 2. Draft and Final Stakeholder Engagement and Education Strategy 3. Meeting materials and 1 – 2 team members for up to 4 Meetings, Workshops or Briefings (2 individual trips). 4. 1 Stakeholder Survey 5. 1 set of Frequently Asked Questions (Fee Basics, Credits and Incentives)
2	Final Stormwater Program Definition (EOS/LOS) and Rate Analysis	6. Final Stormwater Program definition and cost of service estimate tabulated (over 5 years) for up to 6 program areas. 7. Alternative rate structure analysis that assesses a rate schedule that is tiered based on "intensity of development", i.e. percent of impervious cover / gross area of property. 8. Stormwater pro forma financial spreadsheet model (financial / rate model) with a detailed 5-year cash flow analysis and planning level projections over a 20-year time frame.
3	Stormwater Customer Billing Database	9. As needed support for the City as it assesses and selects its preference billing method. 10. Up to 3 conference calls with GIS Office staff to strategize and support development of a final stormwater billing database.
4	Sustainable Stormwater Credit Program	11. Sustainable Stormwater Credit and Incentive Framework.
5	Mitigation / Fee-In-lieu-of Program Assessment	12. Mitigation / Fee-In-lieu-of Program Assessment TM (Attachment to Program Summary TM) including a Framework, Fee Structure and "Cookbook" of Water Quality, Flood, and Tree mitigation measures
6	Ordinances and Intergovernmental Agreements	13. Redlined UDC chapters 14. Meeting materials and attendance at 2 public input meetings and 2 public meetings of the Planning Commission and City Council (requiring 2-3 individual trips). 15. Enterprise Fund Ordinance and up to 3 Intergovernmental Agreements, if warranted.
7	Overall Project and Quality Management	16. 12 monthly invoices and progress reports. 17. Monthly status calls, including an agenda, updated schedule, and action items. 18. Draft and Final Program Summary TM.

Project Assumptions

1. A period of performance not to exceed 12 months.
2. Travel expenses for up to 5 individual trips in support of up to 8 total meetings are included.
3. It is assumed that all deliverables will consist of no more than 2 drafts and 1 final.
4. Unless specified, all deliverables will be provided in electronic format.
5. Key managers and staff from both CITY and FAY shall provide written review comments for deliverables via email within 10 working days. Otherwise, deliverables shall be considered acceptable as submitted. Comments will be addressed, and a final document issued.

6. EOS/LOS Option A/B, with minor modifications, will generally serve as the basis for the final Stormwater Program definition and cost of service estimates.
7. The existing stormwater customer billing database and financial spreadsheet model, with minor modifications, will serve as the starting points for the alternative rate structure. After the City's preferred rate structure is selected, one additional rate analysis will be performed.

Article B. Schedule and Fee

JACOBS will commence work within 10 working days of receiving a written notice to proceed with the project. The schedule will be developed in consultation with City staff with activities anticipated to be complete within 12 months.

The fee for the Scope of Services is calculated based on the hourly rates, and the estimated Level of Effort (LOE) for this Scope of Services is shown in Table 1. Compensation will be on a not-to-exceed basis, and the project compensation will not exceed a value of **$150,200** without written authorization from the client.

CITY will be provided with a monthly breakdown of hours spent along with a summary of activities performed.

Table 1 - Estimated Level of Effort and Expenses

	Role		Project Director	Senior Consultant	Consultant	Project Manager	Staff Engineer	Project Support	Project Assistant
	Rate		$ 225	$ 175	$ 160	$ 140	$ 100	$ 90	$ 85
	Hours by Employee		56	16	451	60	396	36	32
	Cost by Employee		$ 12,600	$ 2,800	$ 72,160	$ 8,400	$ 39,600	$ 3,240	$ 2,720
	Hours	Cost							
Task 1: Stakeholder Engagement and Education	**128**	**$ 23,580**	**16**	**0**	**80**	**0**	**24**	**0**	**8**
Labor	128	$ 19,480	16		80		24		8
Expenses		*$ 4,100*							
Task 2: Final Stormwater Program Definition and Rate Analysis	**128**	**$ 19,560**	**8**	**0**	**96**	**0**	**24**	**0**	**0**
Labor - Program Definition / Costs	40	$ 4,960			16		24		
Labor - Alternative Rate Structure and 1 Rate Analysis	88	$ 14,600	8		80				
Task 3: Stormwater Customer Billing Database Support	**24**	**$ 3,840**	**0**	**0**	**24**	**0**	**0**	**0**	**0**
Labor	24	$ 3,840			24				
Task 4: Sustainable Stormwater Credit Program	**120**	**$ 14,740**	**4**	**0**	**40**	**0**	**60**	**16**	**0**
Labor	120	$ 14,740	4		40		60	16	
Task 5: Mitigation / Fee-in-lieu-of Program Feasibility Assessment	**212**	**$ 27,780**	**20**	**16**	**48**	**0**	**128**	**0**	**0**
Labor - Benchmarking	76	$ 10,260	4	16	16		40		
Labor - Cookbook of Mitigation Measures	56	$ 7,080	8		8		40		
Labor - FILO policy framework and fee structure	80	$ 10,440	8		24		48		
Task 6: Ordinance and Intergovernmental Agreements	**226**	**$ 32,160**	**4**	**0**	**74**	**16**	**120**	**12**	**0**
Labor - IGAs and Enterprise Fund Ordinance	68	$ 8,740	4		24		40		
Labor - UDC Review and Redlining	158	$ 19,320			50	16	80	12	
Expenses		*$ 4,100*							
Task 7: Project Management and Summary Report	**209**	**$ 28,060**	**4**	**0**	**89**	**44**	**40**	**8**	**24**
Labor - PM (12 months)	92	$ 12,040			24	44			24
Labor - Summary Report	120	$ 16,500	4		68		40	8	
Total	**1050**	**$ 150,200**							

10/17/2019

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division /Org2	Adjustment Number
2019	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of Amendment 2 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $150,200 and to approve a budget adjustment.

$100,000 from Other Drainage Improvements (Cedarwood/Glennwood) & $50,200 from the Stormwater Quality Management project.

COUNCIL DATE: 11/5/2019

LEGISTAR FILE ID#: **2019-0596**

Holly Black
10/21/2019 11:31 AM

Budget Director Date

TYPE:

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.20190816

TOTAL - -

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
4470.621.8810-5314.00	150,200	-	17008	1	EX	Professional Services
4470.621.8810-5817.00	(100,000)	-	02108	1807.40	EX	Improvements - Bridge & Drainage
4470.621.8810-5817.00	(50,200)	-	02097	1	EX	Improvements - Bridge & Drainage
	-	-				
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113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 157-22

File Number: 2022-0549

STORMWATER AND FLOOD MANAGEMENT WATER QUALITY PROJECTS:

A RESOLUTION OF INTENT TO ESTABLISH A STORMWATER UTILITY FOR THE PURPOSES OF FUNDING NEEDED STORMWATER AND FLOOD MANAGEMENT WATER QUALITY PROJECTS THROUGH A MONTHLY STORMWATER FEE TO BE PAID BY MOST PROPERTY OWNERS IN FAYETTEVILLE, TO REQUEST CITY STAFF TO CONTINUE WITH ANALYSIS AND SUPPORTING ACTIVITIES, AND TO APPROVE THE ATTACHED $199,660.00 BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville experienced major floods in 2008, 2011, 2015 and 2017, each of increasing frequency and magnitude; and

WHEREAS, additional funds are needed for measures to protect the long-term resiliency of the City's infrastructure and its ability to protect public safety and access to public roads, as well as increase flood mitigation measures for the protection of private property; and

WHEREAS, the City became a regulated small Municipal Separate Storm Sewer System (MS4) community under the State of Arkansas' General Permit (ARR040000) in 2003 with no corresponding federal or state funding for its mandated MS4 Stormwater Management Program; and

WHEREAS, the Minimum Control Measures that the City is required to implement, track and report as part of its MS4 Stormwater Management Program have increased with each 5-year permit renewal cycle since 2003 and will likely increase again soon to reflect our substantially increasing population; and

WHEREAS, the City's MS4 assets and responsibilities continue to increase with new development built in Fayetteville while additional routine maintenance, repair and replacement

of the City's existing MS4 required infrastructure becomes necessary as these assets age; and

WHEREAS, the City will likely meet the population threshold of 100,000 by the 2030 Decennial Census for Arkansas to become a medium MS4 community, triggering additional mandated activities and infrastructure; and

WHEREAS, the City's current funding sources, including Street Fund, General Fund, Sales Tax Capital Improvements Fund, and the intermittent issuance of revenue bonds, are no longer adequate to provide and sustain these stormwater, flood management and water quality services; and

WHEREAS, the 2019 *Flood Management and Water Quality Funding Study* identified a Stormwater Utility Fee to help pay for these services based upon the impervious area of houses, buildings, driveways, etc. as the most equitable mechanism for funding these increasing needs when paired with the Sustainable Credit Program available to all customers.

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 expresses its intention to adopt a Stormwater Utility and Stormwater Utility Fee upon satisfactory completion of the following tasks which are necessary for a complete Stormwater Utility Ordinance:

a. Development of an accurate billing database with the attributes needed to facilitate billing.
b. Completion of a final validation of the original financial model using updated program costs and the Customer Billing Database and develop final billing rates to complete.
c. Development, Expansion and Finalization of the Sustainable Credit Framework, to include eligibility, application requirements, inspection and verification procedures and duration between renewal.
d. Negotiate, if possible, Interlocal Cooperation Agreements with other public property owners in the City, such as the University of Arkansas and Washington County.
e. Develop and implement stakeholder engagement and education materials and strategies including an interactive map that will allow property owners to see information specific to their property, including impervious areas and potential rates and monthly billing amounts.
f. Review and consider municipal exemptions for rights of way, parking lots and other City properties.
g. Development of a robust customer service program with processes allowing customers to request an audit/map supporting their fee amount, to answer questions, and to facilitate appeals of fee amounts and credits.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Contract Amendment No. 3 with Jacobs in the amount of $199,660.00 for additional services necessary to complete the tasks in section 1.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment.

PASSED and APPROVED on 7/5/2022

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 7/5/2022 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: D.1

STORMWATER AND FLOOD MANAGEMENT WATER QUALITY PROJECTS:

A RESOLUTION OF INTENT TO ESTABLISH A STORMWATER UTILITY FOR THE PURPOSES OF FUNDING NEEDED STORMWATER AND FLOOD MANAGEMENT WATER QUALITY PROJECTS THROUGH A MONTHLY STORMWATER FEE TO BE PAID BY MOST PROPERTY OWNERS IN FAYETTEVILLE, TO REQUEST CITY STAFF TO CONTINUE WITH ANALYSIS AND SUPPORTING ACTIVITIES, AND TO APPROVE THE ATTACHED $199,660.00 BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville experienced major floods in 2008, 2011, 2015 and 2017, each of increasing frequency and magnitude; and

WHEREAS, additional funds are needed for measures to protect the long-term resiliency of the City's infrastructure and its ability to protect public safety and access to public roads, as well as increase flood mitigation measures for the protection of private property; and

WHEREAS, the City became a regulated small Municipal Separate Storm Sewer System (MS4) community under the State of Arkansas' General Permit (ARR040000) in 2003 with no corresponding federal or state funding for its mandated MS4 Stormwater Management Program; and

WHEREAS, the Minimum Control Measures that the City is required to implement, track and report as part of its MS4 Stormwater Management Program have increased with each 5-year permit renewal cycle since 2003 and will likely increase again soon to reflect our substantially increasing population; and

WHEREAS, the City's MS4 assets and responsibilities continue to increase with new development built in Fayetteville while additional routine maintenance, repair and replacement of the City's existing MS4 required infrastructure becomes necessary as these assets age; and

WHEREAS, the City will likely meet the population threshold of 100,000 by the 2030 Decennial Census for Arkansas to become a medium MS4 community, triggering additional mandated activities and infrastructure; and

WHEREAS, the City's current funding sources, including Street Fund, General Fund, Sales Tax Capital

Improvements Fund, and the intermittent issuance of revenue bonds, are no longer adequate to provide and sustain these stormwater, flood management and water quality services; and

WHEREAS, the 2019 *Flood Management and Water Quality Funding Study* identified a Stormwater Utility Fee to help pay for these services based upon the impervious area of houses, buildings, driveways, etc. as the most equitable mechanism for funding these increasing needs when paired with the Sustainable Credit Program available to all customers.

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c. Development, Expansion and Finalization of the Sustainable Credit Framework, to include eligibility, application requirements, inspection and verification procedures and duration between renewal.
d. Negotiate, if possible, Interlocal Cooperation Agreements with other public property owners in the City, such as the University of Arkansas and Washington County.
e. Develop and implement stakeholder engagement and education materials and strategies including an interactive map that will allow property owners to see information specific to their property, including impervious areas and potential rates and monthly billing amounts.
f. Review and consider municipal exemptions for rights of way, parking lots and other City properties.
g. Development of a robust customer service program with processes allowing customers to request an audit/map supporting their fee amount, to answer questions, and to facilitate appeals of fee amounts and credits.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Contract Amendment No. 3 with Jacobs in the amount of $199,660.00 for additional services necessary to complete the tasks in section 1.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment.

City of Fayetteville Staff Review Form

2022-0549

Legistar File ID

7/5/2022

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

Chris Brown	6/14/2022	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution of intent to establish a stormwater utility for the purposes of funding needed stormwater and flood management water quality projects through a monthly stormwater fee to be paid by most property owners in Fayetteville; and to request city staff to continue with analysis and supporting activities; and approval of Amendment 3 to the Stormwater Feasibility Study professional services contract with Jacobs in an amount not to exceed $199,660 (total contract amount $582,942) are complete and to approve a budget adjustment.

Budget Impact:

1010.090.6600-5314.00	General Fund
Account Number	Fund
17008.1	Stormwater Utility Feasiblity Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	2,890.00
		Funds Obligated	$	2,889.92
		Current Balance	$	0.08
Does item have a cost?	Yes	Item Cost	$	199,660.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	199,660.00
		Remaining Budget	$	0.08

V20210527

Purchase Order Number:	2018-498	**Previous Ordinance or Resolution #**	131-18, 209-19, 250-19
Change Order Number:	2	**Approval Date:**	
Original Contract Number:	2018-23		

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF JULY 5, 2022

TO: Mayor and City Council

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

FROM: Alan Pugh, Staff Engineer

DATE: June 14, 2022

SUBJECT: Approval of a resolution of intent to establish a stormwater utility for the purposes of funding needed stormwater and flood management water quality projects through a monthly stormwater fee to be paid by most property owners in Fayetteville; and to request city staff to continue with analysis and supporting activities; and approval of Amendment 3 to the Stormwater Feasibility Study professional services contract with Jacobs in an amount not to exceed $199,660 (total contract amount $582,942) are complete and to approve a budget adjustment.

RECOMMENDATION:
Staff recommends approval of a resolution of intent to establish a stormwater utility for the purposes of funding needed stormwater and flood management water quality projects through a monthly stormwater fee to be paid by most property owners in Fayetteville; and to request city staff to continue with analysis and supporting activities; and approval of Amendment 3 to the Stormwater Feasibility Study professional services contract with Jacobs in an amount not to exceed $199,660 (total contract amount $582,942) are complete and to approve a budget adjustment.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Sales Tax Capital Improvement Program (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. To develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require more than $1 million dollars for each project. Given the current funding levels, it would take many years to address just one of those projects.

The City Council recognized these needs and approved moving forward with a feasibility study on June 5, 2018 via resolution 131-18 and amended that agreement on two occasions; resolution 209-19 and 250-19 to provide additional investigation.

DISCUSSION:
With the feasibility portion of the project complete and accepted by the City Council, the next phase will include preparation for the actual implementation should Council ultimately decide to move forward. In the immediate future the proposed work would include developing a billing database and procedure, finalizing the credit system, analyzing the latest impervious area and finalizing the proposed rate structure. The proposed project will also, with the help of the City's Communications Division, include a robust outreach program to educate the public about the program once the analysis is complete. While there will be checkpoints along the way, the contact also includes a full 24 months of support which will take the project all the way through the implementation process.

With the amount of work remaining, the stormwater committee would like City Council to consider the attached resolution of intent along with the amendment to the contract. This resolution would only state Council's intent to move forward with the program and would not establish the program at this time. Once the applicable items in contract Amendment #3 are complete, staff would bring forth an ordinance for Council consideration to establish the stormwater utility and move forward with the implementation.

BUDGET/STAFF IMPACT:
The overall cost proposed is $199,660 which would bring the total of all services to $582,942 and is proposed to be set aside from the general fund as was the case with the original funding for the study.

Attachments:
Draft Resolution of Intent
Amendment 2 to Stormwater Feasibility Contract
Budget Adjustment
Resolution 131-18
Resolution 209-19
Resolution 250-19

RESOLUTION NO. _____

A RESOLUTION OF INTENT TO ESTABLISH A STORMWATER UTILITY FOR THE PURPOSES OF FUNDING NEEDED STORMWATER AND FLOOD MANAGEMENT WATER QUALITY PROJECTS THROUGH A MONTHLY STORMWATER FEE TO BE PAID BY MOST PROPERTY OWNERS IN FAYETTEVILLE, AND TO REQUEST CITY STAFF TO CONTINUE WITH ANALYSIS AND SUPPORTING ACTIVITIES.

WHEREAS, the City of Fayetteville experienced major floods in 2008, 2011, 2015 and 2017, each of increasing frequency and magnitude; and

WHEREAS, additional funds are needed for measures to protect the long-term resiliency of the City's infrastructure and its ability to protect public safety and access to public roads, as well as increase flood mitigation measures for the protection of private property; and

WHEREAS, the City became a regulated small Municipal Separate Storm Sewer System (MS4) community under the State of Arkansas' General Permit (ARR040000) in 2003 with no corresponding federal or state funding for its mandated MS4 Stormwater Management Program; and

WHEREAS, the Minimum Control Measures that the City is required to implement, track and report as part of its MS4 Stormwater Management Program have increased with each 5-year permit renewal cycle since 2003 and will likely increase again soon to reflect our substantially increasing population; and

WHEREAS, the City's MS4 assets and responsibilities continue to increase with new development built in Fayetteville while additional routine maintenance, repair and replacement of the City's existing MS4 required infrastructure becomes necessary as these assets age; and

WHEREAS, the City will likely meet the population threshold of 100,000 by the 2030 Decennial Census for Arkansas to become a medium MS4 community, triggering additional mandated activities and infrastructure; and

WHEREAS, the City's current funding sources, including Street Fund, General Fund, Sales Tax Capital Improvements Fund, and the intermittent issuance of revenue bonds, are no longer adequate to provide and sustain these stormwater, flood management and water quality services; and

WHEREAS, the 2019 *Flood Management and Water Quality Funding Study* identified a Stormwater Utility Fee to help pay for these services based upon the impervious area of houses, buildings, driveways, etc. as the most equitable mechanism for funding these increasing needs when paired with the Sustainable Credit Program available to all customers.

DRAFT

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 expresses its intention to adopt a Stormwater Utility and Stormwater Utility Fee upon satisfactory completion of the following tasks which are necessary for a complete Stormwater Utility Ordinance:

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c. Development, Expansion and Finalization of the Sustainable Credit Framework, to include eligibility, application requirements, inspection and verification procedures and duration between renewal.
d. Negotiate, if possible, Interlocal Cooperation Agreements with other public property owners in the City, such as the University of Arkansas and Washington County.
e. Develop and implement stakeholder engagement and education materials and strategies including an interactive map that will allow property owners to see information specific to their property, including impervious areas and potential rates and monthly billing amounts.
f. Review and consider municipal exemptions for rights of way, parking lots and other City properties.
g. Development of a robust customer service program with processes allowing customers to request an audit/map supporting their fee amount, to answer questions, and to facilitate appeals of fee amounts and credits.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Contract Amendment No. xx with Jacobs in the amount of $xxx,xxx for additional services necessary to complete the tasks in section 1.

PASSED and **APPROVED** this 1st day of March, 2022.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **KARA PAXTON**, City Clerk/Treasurer

DRAFT

SCOPE CHANGE AUTHORIZATION

Project:	Amendment 3 to the Stormwater Feasibility Study Contract	Date Prepared:	June 15, 2022
Jacobs Project No.:	705896CH	Date Revised:	
Client:	City of Fayetteville, AR	Client Project No.:	
Project Manager:	Heather H. Dyke	Change No.:	3

1. The attached proposal for changes in the scope of the work are hereby authorized:

   As an amendment to our existing agreement, Resolution 131-18, File Number 2018-0267.

2. The effect of these changes in scope is as follows:

a. Fee	(1) Change	Labor: $191,460 + Travel: $8,200 = $199,660
	(2) New Total	$582,942
b. Schedule		August 2022 to July 2024, or 24 months from NTP.
c. Construction	(1) Cost	N/A
	(2) Schedule	N/A
d. Other		N/A

3. The reason for these changes in the scope of the work are as follows:

   The purpose of Phase III is for Jacobs to provide an additional 24 months of support to prepare the City of Fayetteville for the initial billing of a customer-neutral fee based on impervious area (IA) as recommended by the 2019 Funding Study and subsequent analysis by the City Council Special Stormwater Subcommittee.

4. Project Manager's comments:

   On behalf of Jacobs, I greatly appreciate the opportunity to support the City with potential implementation of its Flood Management and Water Quality Funding Program.

Approved by Client: _____ Date: 7-5-22

Agreed to by JEG: _____ Date: 6/15/2022

Heather Laryisson, PE
Jacobs
Manager of Projects | BIAF

JACOBS

June 10, 2022

Chris Brown, PE
Public Works Director
City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701

Subject: Flood Management and Water Quality Funding Program Implementation, Phase III

Dear Mr. Brown:

Jacobs is pleased to submit this proposal for an amendment to our existing agreement for the purposes of assisting the City of Fayetteville (the "City") with the implementation of the findings of the Flood Management and Water Quality Funding Study (prepared under Resolution 131-18, File Number 2018-0267) and subsequent analysis for Funding Program Implementation (Resolution 250-19, File Number 2019-0596). As a result of these efforts, our Team uniquely understands the many drivers for the City establishing an equitable and sustainable long-term funding source for its MS4 stormwater, flood management and water quality needs. Similarly, we recognize the importance of the remaining work for the City's leadership, staff and citizens.

The overall purpose of Phase III of the Flood Management and Water Quality Funding Program Implementation ("Phase III") is for Jacobs to provide 24 months of support as described in the attached documents to facilitate the initial billing of a customer-neutral fee based on impervious area (IA). As part of Phase III, Jacobs will support the City as it develops its internal billing policies to support its diverse range of customers, a current customer billing database, and a Sustainable Stormwater Credit Manual with Application and Instructions. Similarly, Jacobs will provide technical content for the City's Communication Department to utilize with stakeholders and facilitate a Customer Billing Preview & Notification Study paired with a public-facing Billing Preview tool for customers to view the draft billing data (parcel boundaries and impervious area). The proposal attached provides the following information:

- Article A. Purpose and Scope of Services
- Article B. Schedule and Fee

We greatly appreciate the opportunity to provide this proposal for the City's consideration. If you have any questions, please do not hesitate to contact us.

Sincerely,

Heather Layrisson/BTR *Heather H. Dyke, AICP*

Flood Management and Water Quality Funding Program Implementation for the City of Fayetteville, Arkansas

Article A. Purpose and Scope of Services

This scope of work would provide the City of Fayetteville, Arkansas with support in implementing the findings of the 2019 Flood Management and Water Quality Funding Study (prepared under Resolution 131-18, File Number 2018-0267) and subsequent analysis for Funding Program Implementation (Resolution 250-19, File Number 2019-0596). The purpose of Phase III is to provide 24 months of support to the City of Fayetteville to facilitate the initial billing of a Stormwater, Flood Management and Water Quality fee. This customer-neutral fee, based on impervious area (IA), was identified as the most equitable method of funding its drainage and federally mandated, albeit unfunded, Municipal Separate Storm Sewer System (MS4) permit compliance needs by the 2019 Funding Study.

Under Phase III, Jacobs would first provide as needed services to City staff to navigate final policy decisions and implement robust stakeholder engagement and education and develop credit and customer service programs. Secondly, Jacobs would facilitate the creation of an updated Customer Billing Database by the City and perform a final validation of the original financial model using updated program costs and the updated Billing Database. Lastly, Jacobs will work with City staff to conduct a Customer Billing Preview & Notification Study at least 6 months in advance of the first billings using the draft Customer Billing database. This study will notify customers of their anticipated fee amount without credits, provide them with the Draft Sustainable Stormwater Credit Manual, including a Credit Program Application and Instructions as an attachment, and allow them to view the underlying parcel boundaries and impervious area via a City-developed and hosted map tool. If the customer finds a discrepancy in this source data an online link or form will be provided to request an appeal.

The Jacobs Project Team would continue to be led by Heather Dyke, AICP with support from Mike Matichich and other Jacobs staff already familiar with the Funding Study and subsequent Program Implementation Findings.

Scope of Services

Project Understanding

Phase III of the Flood Management and Water Quality Funding Program includes the interim activities necessary to establish a fee program. After consideration and passing of a Resolution by City Council, the Jacobs team would work closely with City staff to forward these activities in a cost-effective, stepwise and collaborative fashion. The following table summarizes the Project Team's understanding of City-led activities versus Jacobs-led deliverables by task, which are described further in the next section. For example, it is assumed that the City will lead Stakeholder Education and Outreach activities with technical support and content provided by Jacobs. Similarly, Task 5 is now dedicated to the development of robust, sustainable customer service program in which Jacobs would support the City as it develops a responsive program, including processes for customers to request a brief audit / map supporting their fee amount, to answer questions, and facilitate appeals of fee amounts and credits.

Task #	Task Name	City-led Activities	Jacobs Deliverables
1	Stakeholder Engagement and Education	• Overall Flood Management and Water Quality Stakeholder Engagement and Education Program • Strategy and Action Plan including methods, milestones and schedule for necessary technical content from Jacobs.	• Technical content for SpeakUp Fayetteville, the Customer Billing Preview & Notification Study, Example Fee Calculations and Frequently Asked Questions. • Meeting materials and attendance for up to 8 Meetings, Workshops or Briefings (4 individual trips).
2	Final Stormwater Program Costs and Rate Analysis	Development of underlying billing database source data in Task 3, which will also be an input for the financial / rate model.	• Updated stormwater cost of services, 2024 to 2034. • Updated stormwater financial / rate model, with detailed 5-year cash flow analysis and planning level projections over a 20-year time frame.
3	Stormwater Customer Billing Database	• Obtain and process underlying billing database source data • Develop public-facing Billing Preview tool for customers to view the draft 2024 Customer Billing Data (parcel boundaries and impervious area) and submit a request for City staff review as part of Notification • Distribute Customer Billing Preview & Notification	• Billing Policy Paper • Workshops with City GIS and Utility Billing staff • Customer Billing Database Workplan • Draft 2024 Customer Billing Database • Customer Billing Preview & Notification Study • Final 2024 Customer Billing Database
4	Sustainable Stormwater Credit Program	• City staff will take the lead soliciting input from City stakeholders on the range of credit opportunities that should be offered, see Task 1, with technical support from Jacobs. • City staff will negotiate Interlocal Cooperation Agreements with other public governments relating to their credits	• Revisit Phase II Credit Framework and assess the cost / benefits of providing additional credits. • Draft and Final Sustainable Stormwater Credit Manual with Application and Instructions
5	Customer Service and Administration	• Sustainable Customer Service Program • Drainage Easement Equity Plan • Plan for Private Residential Detention Pond Program (inventory, contact, procedures and a schedule)	• Draft and Final Customer Service Fee and Credit Appeal processes and procedures • Draft and Final CS processes and procedures for administering the Credit Program and Billing Database.
6	Ordinances and Intergovernmental Agreements	• Confirm Section 52.03 – Applicability. • Negotiate Interlocal Cooperation Agreements	• Up to 3 draft Interlocal Cooperation Agreements • Revise Ordinance Section 52.07, if needed.

Project Tasks

Task 1. Stakeholder Engagement and Education

The Jacobs Team understands that the City's goal is to continue to reach as many people as practical throughout the stakeholder engagement and education process. Further, that additional involvement and education of the owners of rental property, large industries, non-profits and other traditionally exempt property may be needed to ensure they understand how equitable the fee is, the services it provides and that the City is providing a robust, Sustainable Credit Program to recognize existing, functional stormwater practices. Task 1 will provide the technical content for the City's Communication Department to use to raise awareness among citizens and businesses of the need for additional funding and the equity / fairness of Funding Program selected. Other technical content would support Stakeholder awareness of the Customer Billing Preview & Notification Study planned for at least 6 months in advance of initial billing.

Task 1.1 General Meetings, Workshops and Briefings

The Jacobs Team will support City staff in engaging internal and external stakeholders via a variety of in person meetings, workshops and briefings. Elected officials will be briefed either through the Special Stormwater Subcommittee established during the Funding Study or through full City Council presentation(s). This scope of work would cover 4 meetings over 2 trips by the Jacobs Project Manager plus 1 additional staff member, as needed.

Task 1.2 Stakeholder Materials

The Team will work closely with the City's Communications and Marketing Department and the Media Services Division to support the implementation of a robust and innovative stakeholder engagement and education strategy that reflects the City's long history of reaching out to its citizens. Jacobs will develop the draft technical content of Stakeholder Materials while City staff will finalize the materials for posting and distribution.

Task 1 Deliverables and Assumptions –

- Meeting materials and 1 – 2 team members for up to 8 Meetings, Workshops or Briefings (4 individual trips).
- Up to 4 PowerPoint presentations
- Technical content for SpeakUp Fayetteville, the Customer Billing Preview & Notification Study, Example Fee Calculations and Frequently Asked Questions.
- Staff with the City's Communications and Marketing Department and the Media Services Division will now lead this Task with technical support from the Jacobs Team.

Task 2. Final Stormwater Program Costs and Rate Analysis

Task 2 would update the costs associated with the City providing the Extent of Service (EOS) and Level of Service (LOS) planned for its Stormwater Program based on inflation and additional stakeholder feedback. Similarly, the financial planning and rate analysis activities performed in Phases I and II will be updated and validated using these updated costs, the draft Stormwater Customer Billing Database from

Task 3, and other potential changes to the underlying assumptions to confirm the fee schedule needed to support its desired EOS / LOS.

Task 2 Deliverables and Assumptions –

- Final projected stormwater cost of services tabulated from 2024 to 2034.
- Final stormwater pro forma financial spreadsheet model (financial / rate model) with a detailed 5-year cash flow analysis and planning level projections over a 20-year time frame.
- The EOS/LOS assumptions used for generating the final stormwater program costs will not vary substantially from those in Phase II.

Task 3. Stormwater Customer Billing Database

Jacobs will work in collaboration with City staff in Task 3 to develop a current Stormwater Customer Billing database. The resulting draft and final databases will serve multiple purposes for implementation, including accurately identifying the top 20 Stakeholders for engagement (Task 1), estimating fee amounts for the purposes of negotiating interlocal agreements (Tasks 4 and 6) as well as determining efficient methods for billing non-fee simple properties and properties administered as rentals by management companies. Jacobs anticipates the City needing to follow the steps below to identify and develop a customer billing database that meets its needs:

1) A *Billing Policy Paper* to identify and evaluate the full range of policy questions in advance of designing the Customer Billing Database of a parcel-based fee as a new module within the City's monthly utility billing system. Examples of topics to be addressed during a Task Kickoff with City staff include but are not limited to:
    a) Will most undeveloped properties inherently not have a utility account?
    b) What are cost-effective (long term) methods for?
        i) Linking parcel ownership to the existing utility billing system?
        ii) Calculating and administering fees for non-fee simple properties and properties administered as rentals by management companies?
        iii) Calculating and administering credit amounts?
2) Develop a *Customer Billing Database Workplan* based on findings of the Policy Paper and a series of workshops with City GIS and Utility Billing staff. The workshops will:
    a) Identify a wide range of attributes needed for billing, the structure of this data and cost-effective processing steps to generating it.
    b) Establish procedures for billing rental and multi-family properties.
    c) Establish procedures for resolving database exceptions and customer appeals.
3) Generating a *draft 2024 Customer Billing Database*, as described in the Workplan.
4) Perform a *Customer Billing Preview & Notification Study* with the *draft 2024 Customer Billing database* at least 6 months in advance of the initial billing to notify owners of their anticipated fee amount without credits and to provide the *Sustainable Credit Program Manual,* including an Application and Instructions, with a proposed period for owner submittals of appeal and credit applications and subsequent City processing (see Task 5) before billing.
5) Generate *final 2024 Customer Billing Database* with credit amounts to date and adjustments resulting from the Customer Billing Preview & Notification Study.

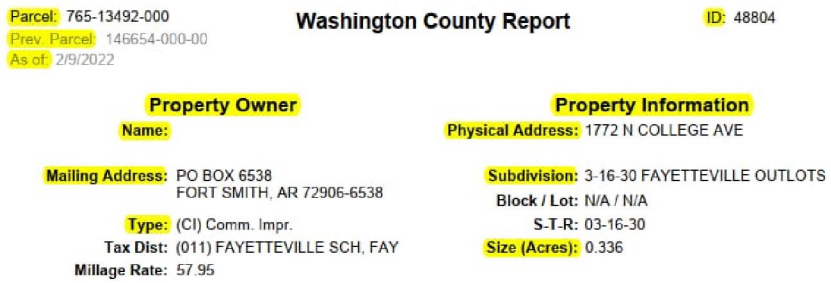
Jacobs will provide support to the City while it generates a draft and final Customer Billing database. Should the City decide to proceed with Phase III, it is assumed that the City would self-perform the majority of Task 3, including the extensive QA/QC and database processing efforts needed to test for accuracy of the resulting bills and reduce the likelihood of excessive customer appeals. Examples of self-performed efforts include generating:

- Current Impervious Area (IA) data that reflects the City's definition of IA and growth that has occurred since 2018.
- Parcel / Property Boundary Verification (attributed with PIN [parcel identification number], physical address and owner)
    - Purpose: Parcel boundaries are needed for calculating a fee, no matter the billing method selected. The *PIN* or *physical address* will serve as the method of joining the customer billing database to the City's utility billing system.
    - Existing data: Substantial database processing could be needed to examine the extent that parcel boundaries are reasonably correct. Moderate database processing will be needed for all parcels to be attributed with PINs and Ownership. Lastly, while the fee is customer-neutral, there are multiple benefits to retaining, or adding, attributes to indicate customer type / class.

Task 3 Deliverables and Assumptions –

1. Deliverables:
    a. Up to 8 virtual, or in-person, if possible, workshops with City staff from corresponding Departments to develop the *Billing Policy Paper, Customer Billing Database Workplan* and *Customer Billing Preview & Notification Study*.
    b. Draft and Final Billing Policy Paper
    c. Draft and Final Customer Billing Database Workplan
    d. Draft and Final 2024 Customer Billing Database
    e. Technical Support of Customer Billing Preview & Notification Study.
2. Other as needed support includes:
    a. Technical input as City GIS staff leads (and hosts) the development of a simple, public-facing tool for customers to view the draft 2024 Customer Billing Database, i.e., quick map of the property boundaries and IA, for verification. The tool will also allow customers to request an audit if something looks amiss in advance of billing.
3. Assumptions:
    a. The City will be responsible for providing Jacobs with an updated ArcGIS geodatabase of an "intersect" or "identity" between the following data sources as an input to the Draft 2024 Customer Billing Database:

        i. Its version of the Washington County Tax Parcels with the attributes, highlighted below:



Parcel: 765-13492-000
Prev. Parcel: 146654-000-00
As of: 2/9/2022

Washington County Report

ID: 48804

Property Owner

Name:

Mailing Address: PO BOX 6538
FORT SMITH, AR 72906-6538

Type: (CI) Comm. Impr.
Tax Dist: (011) FAYETTEVILLE SCH, FAY
Millage Rate: 57.95

Property Information

Physical Address: 1772 N COLLEGE AVE

Subdivision: 3-16-30 FAYETTEVILLE OUTLOTS
Block / Lot: N/A / N/A
S-T-R: 03-16-30
Size (Acres): 0.336

Building 1

Age/YC	Condition	Effective Age	Stories	Grade
1972	Average	14	1	C2

Avg. Floor Area:	1978	**Common Wall:**	
Avg. Perimeter:	196	**Total Floor Area:**	1978
No. Floors:	1	**Total Height:**	10
Avg. Floor Hgt:	10	**Unit Multiplier:**	1

	Occupancy	Heating/Cooling	Sprinkler
Primary	Restaurant - Fast Food (100%)	WrmCl Air (100%)	N/A
Secondary	N/A	N/A	N/A

Outbuildings and Yard Improvements

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Cooler (35 F)		7x12			
Fence, Metal	WIRON4	300			
Freezer (0 F)		10x7			
Lighting	MVAPFX		7		
Lighting	LGTP	34	3		
Paving	ASPH	5000			
Sign Posts or Poles		6x2			
Flagpole	NCV				
Lighting	LGTP	20	1		
Paving	CONC	4500			
Walls, Masonry	CONCB4	180			

ii. Current impervious area (IA) data of all hard surfaces in the City, including compacted gravel.
iii. Its best available data source for accurately determining legal ownership type between the following buckets:
    1. Private – Fee Simple
    2. Private - Condominium
    3. Public – City owned within the public rights of way,
    4. Public – City owned, Drake Field,
    5. Public – Other City owned lands such as parks and trails,
    6. Public – Fayetteville Public Schools,
    7. Public – Washington County,
    8. Public – State of Arkansas,
    9. Public – University of Arkansas (main campus and annexes),
    10. Public – Federal
    11. Other – Traditionally tax-exempt properties.
iv. Use of the City's Utility Billing System will also necessitate the need for a corresponding linkage via meter location address or other method.

Task 4. Sustainable Stormwater Credit Program

As described further in the 2019 Funding Study and 2021 Sustainable Credit Framework memo, a stormwater credit is an ongoing, renewable reduction in the fee charged to a property for mitigating its impact on the City's stormwater system. The Framework provides all customers with an opportunity to meaningfully reduce their fees by demonstrating activities or stormwater practices that reduce the water quality and quantity burden imposed on the City's drainage system. As part of Task 4, Jacobs will finalize the Sustainable Credit Program by:

- Revisiting the range of credit opportunities listed in draft Subsection 52.12 – Sustainable Credit Framework, with input from City stakeholders.
- Assessing the administrative costs versus direct and indirect benefits of providing additional credits, or a rebate program, for smaller residential stormwater practices such as rain barrels.

- Producing a draft and final Sustainable Stormwater Credit Manual, including sections addressing applicability and eligibility, application documentation, and processes for enforcement, renewal and appeals. Application instructions and forms would be provided as appendices to the Manual.

Task 4 Deliverables and Assumptions –

1. Draft and Final Sustainable Stormwater Credit Manual, including a Credit Program Application and Instructions as an attachment.
2. It is assumed that City staff will take the lead soliciting input from City stakeholders on the range of credit opportunities that should be offered, see Task 1, with technical support from Jacobs.
3. It is assumed that corresponding internal administrative procedures for the Sustainable Stormwater Credit are in Task 5.

Task 5. Customer Service and Administration Support

For Task 5, Jacobs will provide as needed support to the City in developing the internal Customer Services processes and procedures to administer the Fee Program. This includes providing technical support to a City-led Drainage Easement Equity Plan and Plan for Private Residential Detention Ponds. Implementation of an enhanced stormwater management program would also require developing and defining specific policies and procedures to convey to key stakeholders identified in Task 1, what is covered in the program, where the City will provide services and what will remain the responsibility of private property owners. As part of Task 5, the Jacobs team will:

- Work with the City to develop the processes and procedures for reviewing appeals to customers fee amounts as well as appeals of the credits granted if the owner does not concur.
- Work with the City to develop the processes and procedures for administering the Sustainable Credit Program including the review credit applications, determining the credit amount is warranted and then integrating into the Customer Billing database.
- After granted, a long-term process for tracking credits, validation and renewal would be developed for City staff. Similarly, Jacobs will work with City staff to identify a cost-effective method for administering and tracking of credits for education and involvement activities as well as individual residential practices, if needed.

Task 5 Deliverables and Assumptions –

- Up to 4 virtual, or in-person, if possible, workshops with City staff from corresponding Departments to develop the City-specific process and procedures.
- Draft and Final Customer Service Fee and Credit Appeal processes and procedures
- Draft and Final Customer Service processes and procedures for administering the Sustainable Stormwater Credit Program and the Customer Billing Database.

Task 6. Ordinances and Interlocal Cooperation Agreements

As part of Task 6, the Jacobs Team will work closely with the City's legal staff to update draft Chapter 52, Stormwater Utility further, if needed, based on the findings of Tasks 1 – 5. They will support the City as it negotiates Interlocal Cooperation Agreements, under § 25-20-104 and § 14-54-704, with other public property owners such as the University of Arkansas, Washington County and Fayetteville Public Schools in recognition of their own MS4 permits or efforts to reduce stormwater runoff. Jacobs will develop up

to 3 draft Intergovernmental Agreements for City staff that clearly delineate the extent and level of stormwater services to be provided by the City, the rights and responsibilities of each party as well as mutual obligations, compensation and miscellaneous terms.

Task 6 Deliverables and Assumptions:

1. Draft and Final revisions to Chapter 52. Stormwater Utility.
2. Up to 3 Interlocal Cooperation Agreements.

Task 7. Overall Project and Quality Management

The objective of this task is to recharter the project by defining the individual project roles, points of contact and project controls for the next 24 months. This includes managing, coordinating and proactively communicating the status of project resources, schedule and budget.

Task 7 Deliverables and Assumptions –

1. 24 monthly invoices and progress reports.
2. Monthly or quarterly status calls, including an agenda, updated schedule, and action items.

Project Deliverables

Task #	Task Name	Deliverables
1	Stakeholder Engagement and Education	1. Technical content for SpeakUp Fayetteville, the Customer Billing Preview & Notification Study, Example Fee Calculations and Frequently Asked Questions. 2. Meeting materials and 1 – 2 team members for up to 8 Meetings, Workshops or Briefings (4 individual trips).
2	Final Stormwater Program Costs and Rate Analysis	3. Final stormwater cost of services tabulated from 2024 to 2034. 4. Final stormwater pro forma financial spreadsheet model (financial / rate model) with a detailed 5-year cash flow analysis and planning level projections over a 20-year time frame.
3	Stormwater Customer Billing Database	5. Up to 8 virtual, or in-person, if possible, workshops with City staff from corresponding Departments to develop the Billing Policy Paper, Customer Billing Database Workplan and Customer Billing Preview & Notification Study. 6. Draft and Final Billing Policy Paper 7. Draft and Final Customer Billing Database Workplan 8. Draft and Final 2024 Customer Billing Database 9. Technical Support of Customer Billing Preview & Notification Study.
4	Sustainable Stormwater Credit Program	10. Revisit Phase II Sustainable Credit Framework, including the range of credit opportunities and assessing the administrative costs versus direct and indirect benefits. 11. Draft and Final Sustainable Stormwater Credit Manual with sections addressing applicability and eligibility, application documentation, and processes for enforcement, renewal and appeals. Application instructions and forms would be provided as appendices to the Manual 12. It is assumed that corresponding internal administrative procedures for the Sustainable Stormwater Credit are in Task 5.
5	Customer Service and Administration	13. Up to 4 virtual, or in-person, if possible, workshops with City staff from corresponding Departments to develop City-specific process and procedures (2 individual trips). 14. Draft and Final Customer Service Fee and Credit Appeal processes and procedures 15. Draft and Final Customer Service processes and procedures for administering the Sustainable Stormwater Credit Program and the Customer Billing Database.
6	Ordinances and Interlocal Cooperation Agreements	16. Draft and Final revisions to Chapter 52. Stormwater Utility. 17. Up to 3 Interlocal Cooperation Agreements
7	Overall Project and Quality Management	18. 24 monthly invoices and progress reports. 19. Monthly or quarterly status calls, including an agenda, updated schedule, and action items.

Project Conditions and Assumptions

- A period of performance not to exceed 24 months.

- Travel expenses for up to 4 individual trips in support of up to 8 total meetings are included.
- It is assumed that all deliverables will consist of no more than 2 drafts and 1 final.
- Unless specified, all deliverables will be provided in electronic format.
- Staff with the City's Communications and Marketing Department and the Media Services Division will now lead Task 1. Stakeholder Engagement and Education, with technical support from the Jacobs Team.
- The EOS/LOS assumptions used for generating the final stormwater program costs in Task 2 will not vary substantially from those in Phase II.
- For Task 3, the City will be responsible for providing Jacobs with an updated ArcGIS geodatabase of an "intersect" or "identity" between its version of the Washington County Tax Parcels, current impervious area (IA) data, and its best available data source for accurately determining legal ownership type. If the City's Utility Billing System is selected, the geodatabase will also need to have a corresponding linkage via meter location address or other method.
- For Task 4, it is assumed that City staff will take the lead soliciting input from City stakeholders on the range of credit opportunities that should be offered, see Task 1, with technical support from Jacobs.

Article B. Schedule and Fee

JACOBS will commence work within 10 working days of receiving the City's order for the project services. The schedule will be developed in consultation with City staff with activities anticipated to be complete within 24 months.

The fee for the Scope of Services is calculated based on the hourly rates, and the estimated Level of Effort (LOE) for this Scope of Services is shown in Table 1. Compensation will be on a not-to-exceed basis, and the project compensation will not exceed a value of **$199,660** without written authorization from the City.

The City will be provided with a monthly breakdown of hours spent along with a summary of activities performed.

Table 1 - Estimated Level of Effort and Expenses

	Role	Principal Manager	Senior Technologist	Senior Project Manager	Project Consultant	Staff Engineer	Technician	Project Assistant
	Rate	$225	$190	$175	$160	$100	$90	$85
	Hours by Role	100	24	625	192	168	16	60
	Hours	Cost						
Task 1: Stakeholder Engagement and Education	**140**	**$ 24,680**							
Labor- Technical Content for City Lead	60	$ 10,280	8	4	40			8	
Labor- Meetings and Workshops (up to 8)	80	$ 14,400	8		72				
Task 2: Final Stormwater Program Costs and Rate Analysis	**170**	**$27,890**							
Labor – Final Stormwater Cost of Services	50	$7,290	2		8	24	16		
Labor – Final Financial / Rate Model	120	$20,600	16		24	80			
Task 3: Stormwater Customer Billing Database Support	**296**	**$48,720**							
Labor – Policy Paper	60	$10,840	8	4	40	8			
Labor – Customer Billing Database Workplan	36	$6,380	4		24	8			
Labor – Draft and Final Customer Billing Database	152	$24,160	16		80	40	16		
Labor – Customer Billing Preview & Notification Study	48	$7,340	4	4	16	8	16		
Task 4: Sustainable Stormwater Credit Program	**192**	**$28,240**							
Labor – Revisit Phase II Framework with Cost / Benefit Analysis	92	$14,580	8	8	36	24	16		
Labor – Draft and Final Sustainable Credit Manual	100	$13,660	4		24	16	40	8	
Task 5: Customer Service and Administration	**124**	**$19,780**							
Labor – Workshops with City staff	32	$5,740	4		24	4			
Labor – Policies and Procedures for Fee / Credit Appeals	44	$6,700	4		24		16		
Labor – Administration of Credit Program and Billing Database	48	$7,340	4		24	4	16		
Task 6: Ordinance and Interlocal Cooperation Agreements	**66**	**$12,110**							
Labor – Revisions to Phase II draft of Chapter 52. SWU Ordinance	24	$4,460	4	4	16				
Labor – Draft Interlocal Cooperation Agreements, up to 3	42	$7,650	6		36				
Task 7: Project Management	**144**	**$28,000**							
Labor - PM (24 months)	144	$19,800			84				60
Expenses - Travel		$8,200							
Phase III Total	**1,185**	**$199,660**							

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

Resolution: 131-18

File Number: 2018-0267

STORMWATER UTILITY STUDY CONTRACT:

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., PURSUANT TO RFQ 18-02, IN AN MOUNT NOT TO EXCEED $229,222.00 FOR A STORMWATER UTILITY FEASIBILITY STUDY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional services agreement with CH2M Hill Engineers, Inc., pursuant to RFQ 18-02, in an amount not to exceed $229,222.00 for a stormwater utility feasibility study.

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

PASSED and APPROVED on 6/5/2018

Approved:

Lioneld Jordan, Mayor

Attest:

Sondra E. Smith, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Date: 6/5/2018 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 2

STORMWATER UTILITY STUDY CONTRACT:

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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

2018-0267

Legistar File ID

6/5/2018

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

Chris Brown	5/15/2018	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the Stormwater Feasibility Study professional services contract with CH2M Hill Engineers, Inc in an amount not to exceed $229,222 and to approve a budget adjustment.

Budget Impact:

1010.090.6600-5314.00	General Fund
Account Number	Fund
17008.1	Stormwater Utility Feasibility Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	200,000.00
		Funds Obligated	$	275.40
		Current Balance	$	**199,724.60**
Does item have a cost?	Yes	Item Cost	$	229,222.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	29,498.00
		Remaining Budget	$	**0.60**

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 175-17

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JUNE 5, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: May 21, 2018

SUBJECT: Approval of the Stormwater Feasibility Study professional services contract with CH2M Hill Engineers, Inc in an amount not to exceed $229,222 and to approve a budget adjustment.

RECOMMENDATION:
Approval of the Stormwater Feasibility Study professional services contract with CH2M Hill Engineers, Inc in an amount not to exceed $229,222 and to approve a budget adjustment.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Sales Tax Capital Improvement Program (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. In order to develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require in excess of $1 million dollars for each project. Given the current funding levels, it would take many years in order to address just one of those projects.

The City Council recognized these needs and expressed the City's intent to move forward with a stormwater feasibility study on August 15, 2017 as noted in resolution 175-17.

DISCUSSION:
Upon approval by the Council in August of last year, staff began working with the purchasing division to draft an appropriate scope of work to go along with a request for professionals to submit their qualifications for consideration. This scope was shared with the Water and Sewer Committee and any comments from the committee were addressed. The RFQ was then published on January 2, 2018 and qualifications were due on or before and February 8, 2018.

The City received statements of qualifications from 7 firms and from these the top 3 were interviewed by the selection committee. Of the top three firms, CH2M Hill was selected as the most qualified and contract negotiations began. It should be noted that CH2M Hill was recently acquired by Jacobs and accordingly some of the following materials reference both firms. Although both are licensed in the state of Arkansas, the contract itself would be with CH2M Hill Engineers Inc.

Subsequent to the selection of CH2M Hill as the most qualified firm, staff has worked to develop a contract that meets the expectations of the Administration and the City Council. This contact is attached for your consideration. Although it does slightly exceed the original approved amount, staff feels that all aspects are necessary for a thorough and complete study. This includes a robust public outreach program as well as the financial analysis and other aspects required to complete the study. It will also provide the platform should Council decide to move forward with implementation of the stormwater utility. It should be noted that there are also stopping points built into the contract so that at various times throughout the study, staff and CH2M Hill would present the findings to council committee at which time the City would have the option to discontinue the study should it be necessary.

BUDGET/STAFF IMPACT:
The overall cost proposed is $229,222 which does include the opportunity for some additional services should they be required. The council originally set aside $200,000 from the general fund in order to pay for the study. This request also includes a budget adjustment that would provide the additional $29,222 from that same fund, and cover the cost of advertising the request for qualifications, for a total budget adjustment of $29,498.

Attachments:
Resolution 175-17
Stormwater Utility Contract

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

Resolution: 209-19

File Number: 2019-0510

JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC.
AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $3,860.00 FOR ADDITIONAL TRAVEL AND LABOR EXPENSES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 4, 2018, the City Council approved a contract with CH2M Hill Engineers, Inc., now known as Jacobs Engineering Group, Inc., to evaluate the feasibility of creating a stormwater utility program; and

WHEREAS, City staff is requesting additional funds for to allow the Jacobs Engineering Group, Inc. project manager to attend the presentation to the City Council and answer any questions about the study.

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 authorizes Mayor Jordan to sign Amendment No. 1 to the Professional Services Agreement between the City of Fayetteville, Arkansas and Jacobs Engineering Group, Inc. formerly CH2M Hill Engineers, Inc. in the amount of $3,860.00 for additional travel and labor expenses for the Jacobs Engineering Group, Inc. project manager to be present for the stormwater utility feasibility study presentation to the City Council

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

PASSED and APPROVED on 9/17/2019

Approved:

Lioneld Jordan, Mayor

Attest:

Lisa Branson, Deputy City Clerk

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2019-0510

Agenda Date: 9/17/2019 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 6

JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND JACOBS ENGINEERING GROUP, INC F/K/A CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF $3,860.00 FOR ADDITIONAL TRAVEL AND LABOR EXPENSES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 4, 2018, the City Council approved a contract with CH2M Hill Engineers, Inc., now known as Jacobs Engineering Group, Inc., to evaluate the feasibility of creating a stormwater utility program; and

WHEREAS, City staff is requesting additional funds for to allow the Jacobs Engineering Group, Inc. project manager to attend the presentation to the City Council and answer any questions about the study.

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 authorizes Mayor Jordan to sign Amendment No. 1 to the Professional Services Agreement between the City of Fayetteville, Arkansas and Jacobs Engineering Group, Inc. formerly CH2M Hill Engineers, Inc. in the amount of $3,860.00 for additional travel and labor expenses for the Jacobs Engineering Group, Inc. project manager to be present for the stormwater utility feasibility study presentation to the City Council

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

2019-0510

Legistar File ID

9/17/2019

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

Chris Brown	5/15/2018	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Amendment 1 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $3,860 (total contract amount $233,082) and to approve a budget adjustment.

Budget Impact:

1010.090.6600-5314.00	General Fund
Account Number	Fund
17008.1	Stormwater Utility Feasibility Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	229,222.00
		Funds Obligated	$	229,222.00
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	3,860.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	3,860.00
		Remaining Budget	$	-

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 131-18

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF SEPTEMBER 17, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: August 20, 2019

SUBJECT: Approval of Amendment 1 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $3,860 (total contract amount $233,082) and to approve a budget adjustment.

RECOMMENDATION:
Approval of Amendment 1 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $3,860 (total contract amount $233,082) and to approve a budget adjustment.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Sales Tax Capital Improvement Program (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. To develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require more than $1 million dollars for each project. Given the current funding levels, it would take many years to address just one of those projects.

The City Council recognized these needs and approved moving forward with a feasibility study on June 5, 2018 via resolution 131-18.

DISCUSSION:
As the feasibility study nears completion, staff is requesting additional funds so that Jacobs may be present for the presentation of the study to the City Council. We feel it is important for the Council to hear the findings of the study and for the Council to be able to ask any questions of Jacobs in person.

BUDGET/STAFF IMPACT:
The overall cost proposed is $3,860 which includes one additional trip not included in the original contract. This would bring the total of all services to $233,082 and is proposed to be set aside from the general fund as was the case with the original funding for the study.

Attachments:
Amendment 1 to Stormwater Feasibility Contract
Budget Adjustment
Resolution 131-18

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

Resolution: 250-19

File Number: 2019-0596

JACOBS ENGINEERING, INC. AMENDMENT NO. 2:

A RESOLUTION TO ACCEPT AND ADOPT THE STORMWATER STUDY FOR FLOOD MANAGEMENT AND WATER QUALITY FUNDING, TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $150,200.00 FOR ADDITIONAL SERVICES RELATED TO THE DEVELOPMENT OF FINAL RECOMMENDATIONS FOR THE CREATION OF A STORMWATER UTILITY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study; and

WHEREAS, on June 5, 2018 the City Council passed Resolution 131-18 authorizing a contract with CH2M Hill Engineers, Inc. for the feasibility study; and

WHEREAS, the feasibility study has been completed and is being presented to the City Council for final acceptance and adoption of the findings and recommendations; and

WHEREAS, if the study is accepted and adopted, staff also recommends the approval of Amendment No. 2 to the contract for Jacobs Engineering, Inc., the parent company of and successor in interest to CH2M Hill Engineers, Inc., to develop final recommendations for the creation of a stormwater utility in the City of Fayetteville.

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 accepts and adopts the Stormwater Study for Flood Management and Water Quality Funding, a copy of which is attached to this Resolution.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the Professional Services Agreement with Jacobs Engineering, Inc., a copy of which is attached to this Resolution, in the amount not to exceed $150,200.00 for additional services related to the development of final recommendations for the creation of a stormwater utility.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 11/5/2019

Approved:

Lioneld Jordan, Mayor

Attest:

Lisa Branson, Deputy City Clerk

CITY CLERK / TREASURER
CITY OF FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

City of Fayetteville, Arkansas

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

Text File

File Number: 2019-0596

Agenda Date: 11/5/2019 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 3

JACOBS ENGINEERING, INC. AMENDMENT NO. 2:

A RESOLUTION TO ACCEPT AND ADOPT THE STORMWATER STUDY FOR FLOOD MANAGEMENT AND WATER QUALITY FUNDING, TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $150,200.00 FOR ADDITIONAL SERVICES RELATED TO THE DEVELOPMENT OF FINAL RECOMMENDATIONS FOR THE CREATION OF A STORMWATER UTILITY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 15, 2017, the City Council passed Resolution No. 175-17 expressing the City Council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program and authorizing City staff to move forward with the selection of a professional consultant to complete the study; and

WHEREAS, on June 5, 2018 the City Council passed Resolution 131-18 authorizing a contract with CH2M Hill Engineers, Inc. for the feasibility study; and

WHEREAS, the feasibility study has been completed and is being presented to the City Council for final acceptance and adoption of the findings and recommendations; and

WHEREAS, if the study is accepted and adopted, staff also recommends the approval of Amendment No. 2 to the contract for Jacobs Engineering, Inc., the parent company of and successor in interest to CH2M Hill Engineers, Inc., to develop final recommendations for the creation of a stormwater utility in the City of Fayetteville.

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 accepts and adopts the Stormwater Study for Flood Management and Water Quality Funding, a copy of which is attached to this Resolution.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the Professional Services Agreement with Jacobs Engineering, Inc., a copy of which is attached to this

Resolution, in the amount not to exceed $150,200.00 for additional services related to the development of final recommendations for the creation of a stormwater utility.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2019-0596

Legistar File ID

11/5/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown	10/17/2019	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the Flood Management and Water Quality Funding Study recommendations as well as contract amendment 2 with Jacobs, formerly CH2M Hill, in an amount not to exceed $150,200 (total contract amount $383,282) for additional services and approval of a budget adjustment

Budget Impact:

4470.621.8810-5817.00	Sales Tax Capital Improvement
Account Number	Fund
17008.1	Stormwater Utility Feasibility Study
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	233,082.00
		Funds Obligated	$	233,082.00
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	150,200.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	150,200.00
		Remaining Budget	$	-

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 131-18

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF NOVEMBER 5, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: October 16, 2019

SUBJECT: Approval of the Flood Management and Water Quality Funding Study recommendations as well as contract amendment 2 with Jacobs, formerly CH2M Hill, in an amount not to exceed $150,200 (total contract amount $383,282) for additional services and approval of a budget adjustment.

RECOMMENDATION:
Staff recommends approval of the Flood Management and Water Quality Funding Study recommendations as well as contract amendment 2 with Jacobs, formerly CH2M Hill, in an amount not to exceed $150,200 (total contract amount $383,282) for additional services and approval of a budget adjustment.

The contract amendment would further refine the stormwater utility framework by developing final recommendations for the extent and level of service with associated rates, investigating and developing the credit program, investigating the necessary ordnance revisions associated with the program and other services.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Sales Tax Capital Improvement Program (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. To develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require more than $1 million dollars for each project. Given the current funding levels, it would take many years to address just one of those projects.

The City Council recognized these needs and approved moving forward with a feasibility study on June 5, 2018 via resolution 131-18

DISCUSSION:
The Flood Management and Water Quality Funding Study final draft is attached for review. However, in general it finds that the most equitable way to fund the Stormwater needs into the future is with a fee for service based on the customer's impact to the system. Impervious area was selected as the basis for the fee as it is directly related to the customer's impact to the system. Impervious area causes an increase in the amount of water entering the drainage system which can then increase the chance of flooding, stream bank erosion and sedimentation. Runoff from impervious area also carries pollutants that can impact water quality. These include, among others, sediment, herbicides and pesticides, meals and bacteria from things such as pet waste. For these reasons, impervious area is an equitable basis for the fee because larger developments, businesses and homes generate a greater need for Stormwater services because of the greater amount of runoff they generate.

Given the feedback from stakeholders, residents and the council committee, Option A/B was selected as it provides an adequate level of service, extends services to areas of town not currently served and provides additional services not currently in the stormwater program. It includes a 20-year capital program schedule and routine maintenance. This maintenance would include cleaning/inspecting approximately 20% of the overall drainage system annually (approximately 400,000 LF), replacing 2.5% of the drainage system annually (approximately 8,500 LF), performing maintenance on residential detention basins (approximately 110 total) and providing for approximately $1.1 million annually for capital projects.

Table ES-2. Tiered Rate Structure

Tier Range (SF of Impervious Area)	Proposed Monthly Fee Without Current Funding [a.]
Tier 1 (0 and 2,000)	$2.31
Tier 2 (2,000 and 3,500)	$5.09
Tier 3 (3,500 and 5,000)	$7.86
Tier 4 (5,000 and 6,500)	$10.64
Tier 5 (6,500 and 8,000)	$13.41
Tier 6 (over 8,000)	$1.85/1,000 SF

a. If there is an onsite stormwater management facility, there could be a reduced fee basd on a sustainable credit program established by the City.

A tiered system based on impervious area was selected as the most equitable way to distribute the cost of the program based on the items noted above. The proposed tiers can be found below, and additional information can be found within the attached study.

CONTRACT AMENDMENT SUMMARY:
The contract amendment with Jacobs will include several of the recommended additional tasks based on the outcome of the feasibility study and feedback received during the public outreach efforts. These tasks include additional stakeholder engagement and education, final stormwater program definition and rate analysis, refinement of stormwater customer billing database, development of a sustainable credit system, fee-in-lieu-of program assessment, review or ordinances and intergovernmental agreements and overall project and quality management.

- Stakeholder Engagement and Education: this item will include additional stakeholder engagement through workshops, public meetings, etc… in order to further educate the public and targeted stakeholders of the need for a sustainable stormwater program.

- Stormwater program definition and rate analysis: this item will include final definition of the stormwater program extent and level of service as well as a final rate analysis. This will include a review of an alternate rate structure using percentage of impervious area to lot size rather than an absolute rate based on public feedback.
- Stormwater Customer Billing Database: while the majority of this task will be handled by staff, Jacobs will provide support where necessary as guidance. The billing database will not be finalized until such time that a final decision is made on the billing mechanism and implementation.
- Sustainable Credit System: the next phase of the contract will begin to define further the credit system and how it will apply to the various tiers shown in the current proposal
- Fee-in-lieu-of Program Assessment: assessment of the potential for a fee-in-lieu-of improvement in instances where the project site may be limited and there is potential for the City or other parties to make regional improvements.
- Ordinances and Intergovernmental Agreements: review ordinances to include all aspects of water quality and water quantity. This will include an analysis of the current exemptions of 1 and 2 family from the grading and drainage permit requirements as well as development of agreements with certain entities that would be included in the stormwater program.
- Overall project quality and management: this item will include the overall project and quality management associated with the continuation of the project.

BUDGET/STAFF IMPACT:
The overall cost proposed amendment is $150,200 which includes additional tasks outlined above as well as those listed in more detail on the attached contract amendment. This would bring the total of all services to $383,282. A budget adjustment is proposed to move funding from two existing drainage projects into the stormwater utility study project.

The overall cost of the additional services, if approved, would include additional staff and consultant time as well as additional consultant expenses. If approved, it is anticipated that these additional tasks could take up to one year, at which point an ordinance to establish the utility could be presented to the Council. An additional period would then be required to finalize the billing database and begin collecting the fee from users.

Attachments:
Final Draft Stormwater Study for Flood Management and Water Quality Funding
Contract Amendment 2 to the Stormwater Feasibility Contract

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division /Org2	Adjustment Number
2022	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of Amendment 3 to the Stormwater Feasibility Study professional services contract with Jacobs, formerly CH2M Hill, in an amount not to exceed $199,660 (total contract amount $582,942) and to approve a budget adjustment.

RESOLUTION/ORDINANCE

COUNCIL DATE: 7/5/2022

LEGISTAR FILE ID#: **2022-0549**

Holly Black
6/15/2022 10:56 AM

Budget Director Date

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

JOURNAL #:

GLDATE: **7/5/2022**

CHKD/POSTED: /

v.20220516

TOTAL	199,660	199,660				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.090.6600-5314.00	199,660	-	17008	1	EX	Professional Services
1010.001.0001-4999.99	-	199,660			RE	Use Fund Balance - Current
	-	-				
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113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 143-24

File Number: 2024-1836

INTENT TO ENACT STORMWATER UTILITY FEE (RESOLUTION OF INTENT):

A RESOLUTION OF INTENT TO ENACT A STORMWATER UTILITY ORDINANCE AND ESTABLISH A STORMWATER MANAGEMENT AND WATER QUALITY FUND, AUTHORIZE ADDITIONAL SERVICES RELATED TO IMPLEMENTATION AND PUBLIC OUTREACH, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Engineering Division, the City Council Stormwater Committee, and the City Council Water & Sewer Committee have studied our community's growing need to improve our stormwater management services; and

WHEREAS, with the help of a professional consultant with extensive experience in creating Stormwater Utilities supported by appropriate and fair utility fees, these City Council committees and Engineering staff have devised the fairest Stormwater Management Utility Fee possible and recommend this ordinance to the full City Council for passage; and

WHEREAS, the City Council has determined that the Stormwater Utility Fee is necessary to equitably and efficiently fund stormwater management services in order to provide for the safety, preserve the health, and promote the prosperity of Fayetteville residents, businesses, and institutions; and

WHEREAS, the City Council also agrees with and adopts all the purposes explained in § 52.01 – **Purpose** of the proposed new code section; and

WHEREAS, additional services authorized with this resolution of intent include development of the billing database and billing tool that would allow property owners and residents to view their proposed fee as a portion of the continued public outreach efforts, which could include engaging a consultant or additional temporary staff.

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 expresses its intent to enact **Chapter 52 Stormwater Management Utility Fee** as shown in Exhibit A attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to appropriate funds for additional services including development of the billing database and a billing tool to allow property owners and residents to view their proposed fees.

PASSED and APPROVED on May 21, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-1836

MEETING OF MAY 21, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

SUBJECT: **Approval of a resolution of intent to adopt Chapter 52, Stormwater Management and Water Quality Utility, of the City of Fayetteville Code or Ordinances establishing a Stormwater Management and Water Quality Fund, authorization to perform additional services and approval of a budget adjustment**

RECOMMENDATION:
Staff recommends approval of a resolution of intent to adopt Chapter 52, Stormwater Management and Water Quality Utility, of the City of Fayetteville Code or Ordinances establishing a Stormwater Management and Water Quality Fund, authorization to perform additional services and approval of a budget adjustment.

BACKGROUND:
Like many cities throughout the state and nation, the City of Fayetteville experiences issues with management of its stormwater utility system. These issues stem from many sources including, but not limited to, compliance with the mandated Municipal Separate Stormwater System (MS4) requirements, aging infrastructure, maintenance of system capacity, personnel to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. To address these concerns, the City has historically funded the stormwater program through the Sales Tax Capital Improvement Program (CIP) and the Street Fund for capital and operational/maintenance functions, respectively. However, there are many needs within the City that require funding from these sources and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater management within the City. To develop a comprehensive solution, additional funding is required for personnel and equipment as well as multiple capital projects, many of which will require more than $1 million dollars for each project. Given the current levels, it would take many years to address just one of those projects.

In June, 2018, the City Council recognized these needs and approved with a consultant contract for a feasibility study (Resolution 131-18) and amended that agreement on two occasions (Resolutions 209-19 and 250-19) to provide additional investigation and details. That study was completed in August of 2019 and updated in 2022 with more recent program costs, impervious area and associated fees. The Council also passed a resolution of intent to establish a stormwater utility in July of 2022 (Resolution 157-22)

DISCUSSION:
The study recognized several areas that are currently underfunded, with the gap between the funding and actual costs to provide the services increasing every year. These needs include categories such as:

- Operation and Maintenance
- Engineering and Planning

- Regulatory Compliance
- Capital Improvement Projects

The costs associated with these categories were based on a level and extent of service agreed upon by council early in the program discussions as well as estimates of future regulatory compliance costs and expansion of the stormwater system as Fayetteville continues to grow. The costs associated with the recommended stormwater utility program can be found below.

Program Costs	Current Budget	Additional Needs	Total Program
Operation and Maintenance	$998,441	$1,508,000	$2,506,441
Engineering and Planning	$67,000	$122,000	$189,000
Regulatory Compliance	$193,000	$274,000	$467,000
Stormwater CIP	$200,000	$913,400	$1,113,400
Administrative	$0	$324,000	$324,000
Total	**$1,458,441**	**$3,141,400**	**$4,599,841**

In response to the completed study and the need to find a sustainable funding source for the stormwater management program, City staff has drafted Chapter 52, Stormwater Management and Water Quality Utility, for consideration by City Council. The proposed ordinance would establish an equitable funding source based on impervious areas, which can be directly correlated to the impact of any given property to the stormwater system. The fee is proposed to be billed to sewer users with the City limits in a tiered system. Properties with greater impervious areas would have a higher fee than smaller properties due to the increased impact to the system. If there are multiple sewer customers on a single property, the total impervious area would be allocated between those customers and the appropriate portion of the total fee billed to each customer.

Staff have worked closely with the City Attorney's office throughout the process and has modified the program to address the concerns that have been raised. The City Attorney has expressed concern over the legality of billing federal, state and county governments, and recommended that they be exempted. Staff has included a revised monthly fee that reflects this recommendation. The monthly fee is estimated to go to $1.35 per billing unit with those exemptions, which is a slight increase from the $1.30 per billing unit discussed previously. That change is reflected in the table below and in the attached draft of Chapter 52.

The proposed fee would provide funding, in addition to that already being allocated from existing sources, to operate and maintain as well as improve and expand the stormwater system. The fee tiers are as shown below.

Tier	Tier Range (by square footage of impervious area on a property)	Billing Units	Initial Monthly Fee ($1.35 per unit)
1	0≤2,000	1.25	$1.69

2	>2,000 to ≤ 3,500	2.75	$3.71
3	>3,500 to ≤ 5,000	4.25	$5.73
4	>5,000 to ≤ 6,500	5.75	$7.76
5	>6,500 to ≤ 8,000	7.25	$9.79
6	>8,000	Per Calc	Billing Unit x Rate

This fee will close the existing funding gap and will fully fund a program to adequately manage stormwater within the City of Fayetteville. The proposed program presents a sustainable and equitable method of funding.

The additional services authorized with this proposal would include development of the billing database and billing tool that would allow property owners and residents to view their proposed fee as a portion of the continued public outreach efforts. This could include engaging a consultant and/or additional temporary staff. If a consultant is engaged, the contract for the services will be brought back to the council. However, council would be authorizing and to authorize the addition of up to 3.0 temporary full-time equivalent positions for the GIS and utility financial services to backfill existing employees related with the implementation of a Stormwater Utility with this resolution.

This would bring the City one step closer to implementing the program. The anticipated schedule moving forward would be for the billing tool to be available to the public by October of this year and for the council to consider the ordinance adopting the program prior to the end of the year with the goal of the fee being included on sanitary sewer bills by August of 2025. Additional funding is anticipated to be necessary at the time of adoption of Chapter 52 for aerial imagery and impervious data in order to establish the baseline of impervious area for the program.

BUDGET/STAFF IMPACT:
The proposal would initially generate approximately $3 million in additional funding to be allocated to the Stormwater Management and Water Quality program.

ATTACHMENTS: SRF (#3), BA (#4), Exhibit A - Stormwater Management and Water Quality - Final Draft (#5), 2024-4 Letter of Support_Stormwater Utility_BWA (#6)

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

File #: 2024-1836

Approval of a resolution of intent to adopt Chapter 52, Stormwater Management and Water Quality Utility, of the City of Fayetteville Code or Ordinances establishing a Stormwater Management and Water Quality Fund, authorization to perform additional services and approval of a budget adjustment

A RESOLUTION OF INTENT TO ENACT A STORMWATER UTILITY ORDINANCE AND ESTABLISH A STORMWATER MANAGEMENT AND WATER QUALITY FUND, AUTHORIZE ADDITIONAL SERVICES RELATED TO IMPLEMENTATION AND PUBLIC OUTREACH, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Engineering Division, the City Council Stormwater Committee, and the City Council Water & Sewer Committee have studied our community's growing need to improve our stormwater management services; and

WHEREAS, with the help of a professional consultant with extensive experience in creating Stormwater Utilities supported by appropriate and fair utility fees, these City Council committees and Engineering staff have devised the fairest Stormwater Management Utility Fee possible and recommend this ordinance to the full City Council for passage; and

WHEREAS, the City Council has determined that the Stormwater Utility Fee is necessary to equitably and efficiently fund stormwater management services in order to provide for the safety, preserve the health, and promote the prosperity of Fayetteville residents, businesses, and institutions; and

WHEREAS, the City Council also agrees with and adopts all the purposes explained in § 52.01 – **Purpose** of the proposed new code section; and

WHEREAS, additional services authorized with this resolution of intent include development of the billing database and billing tool that would allow property owners and residents to view their proposed fee as a portion of the continued public outreach efforts, which could include engaging a consultant or additional temporary staff.

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 expresses its intent to enact **Chapter 52 Stormwater Management Utility Fee** as shown in Exhibit A attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to appropriate funds for additional services including development of the billing database and a billing tool to allow property owners and residents to view their proposed fees.

City of Fayetteville Staff Review Form

2024-1836

Item ID

5/21/2024

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

Chris Brown	5/2/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution of intent to adopt Chapter 52, Stormwater Management and Water Quality Utility, of the City of Fayetteville Code or Ordinances establishing a Stormwater Management and Water Quality Fund, authorization to perform additional services and approval of a budget adjustment

Budget Impact:

1010.090.6600-5314.00	General Fund
Account Number	Fund
17008.1	Stormwater Feasability Study
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	52,685.00
		Expenses (Actual+Encum)	$	52,684.64
		Available Budget	$	0.36
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	150,000.00
		Remaining Budget	$	150,000.36

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 131-18, 209-19, 250-19, 157-22

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a resolution of intent to adopt of Chapter 52, Stormwater Management and Water Quality Utility, of the City of Fayetteville Code or Ordinances establishing a Stormwater Management and Water Quality Fund, authorization to perform additional services and approval of a budget adjustment

COUNCIL DATE: 5/21/2024

ITEM ID#: **2024-1836**

Holly Black
5/3/2024 11:11 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2024422

TOTAL	150,000	150,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.090.6600-5314.00	150,000	-	17008	1	EX	Professional Services
1010.001.0001-4999.99	-	150,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

EXHIBIT A

CHAPTER 52: STORMWATER MANAGEMENT UTILITY FEE

ARTICLE I – GENERAL PROVISIONS

52.01 - Purpose

The Stormwater Management Utility Fee is hereby established to create an equitable, efficient, and dedicated funding source for stormwater management services in the City of Fayetteville and provide for the safety, preserve the health and promote the prosperity of Fayetteville residents, businesses and institutions. The purposes for the Stormwater Management Fee further include:

(A) To establish an equitable, fair, efficient and dedicated funding source for stormwater management services in the City of Fayetteville, Arkansas in addition to other taxpayer funds so that better long-range planning can be achieved.

(B) To lessen or deter hazards to persons, property and the environment caused by increased runoff, obstructions to drainage and introduction of excessive silts, debris and pollutants into the drainage system, lakes, ponds, streams, rivers and other water bodies in the City of Fayetteville, and to otherwise promote the public health, safety and welfare of the public.

(C) To fund the City's MS4 Stormwater Management Program for which it is expected to require a series of minimum control measures and report on their progress annually. In addition to new measures with each 5-year permit renewal, the City is projected to meet the population threshold of 100,000 by no later than 2030 and would be designated a medium MS4 community, triggering additional mandated activities.

(D) To administer the National Flood Insurance Program and its Community Rating System which provides property owners with credits to reduce their flood insurance premiums,

(E) To equitably and legally address drainage needs, also known as stormwater management, to protect public health, safety, and welfare and to reduce flooding on city streets thereby ensuring access of emergency vehicles to all properties within the City during flood events, by providing resources for construction, maintenance, and operation of stormwater facilities.

(F) To implement additional watershed improvements of the City's waters in general, and specifically, that of Beaver Lake, the City's drinking water source, and the Illinois River.

52.02 - Definitions

The following definitions shall apply to this chapter:

Billing Unit shall mean the unit by which stormwater utility bills are calculated. A single billing unit shall be equal to 1,000 square feet of impervious area.

Customer shall mean all persons or entities to whom the Stormwater Management Utility Fee is properly billed. A customer is further defined as a person or an entity billed for sanitary sewer services within the City limits.

Credit shall mean a conditional, renewable reduction in the amount of the fee owed by a customer in accordance with the Sustainable Credit Framework.

Public customer shall mean a local public agency including property of a school district within the City of Fayetteville.

Public Stormwater System shall mean all stormwater conveyance systems located within the City of Fayetteville right-of-way or public drainage easements. All other stormwater conveyance systems shall be considered Private Stormwater Systems.

Stormwater Management Utility Fee is the utility fee authorized by state law to provide necessary funds for a city to adequately address stormwater problems and needs through an equitable and fair utility fee derived from an expert analysis of the amount of impervious surface of each property which causes increased stormwater runoff that needs to be managed by the city to reduce or prevent flooding problems for our citizens and businesses.

52.03 - Applicability

(A) The stormwater utility fee shall apply to all real property within the territorial jurisdiction of the City of Fayetteville for which sanitary sewer is provided by the City and upon which the City may constitutionally and legally assess such stormwater utility fee.

(B) City-owned real property constituting the municipal drainage system, including public streets, public rights-of-way, drainage facilities, and related infrastructure is not served by a sanitary sewer and thus is not subject to a stormwater utility fee.

(C) The requirements of this chapter do not relieve landowners, developers, other individuals, and entities from their responsibility for complying with the obligations of other portions of the Unified Development Code.

52.04—52.05 - Reserved

ARTICLE II – STORMWATER MANAGEMENT UTILITY FUND

52.06 - Establishment of a Stormwater Management Utility Fund

Pursuant to A.C.A. § 14-235-201 and other state law, the City of Fayetteville hereby creates a fund entitled the "Stormwater Management Utility Fund" for the purpose of segregating, identifying, and controlling revenues and expenses for operation of the City of Fayetteville Stormwater Management Program and other storm-related equipment, construction, materials, supplies or services attributable to these functions. The following revenue sources shall be deposited in said fund:

(A) All revenue collected by or on behalf of the Stormwater Management Utility Fee.

(B) Revenue from contributions in-lieu of onsite detention or from developers as contributions for required off-site drainage improvements, which may include bridge assessments.

(C) Any interest earned on monies held in the Stormwater Management Utility Fund.

(D) Any other revenue as may be determined appropriate by the City Council, including but not limited to general revenue, bond and grant proceeds.

These revenues shall be used exclusively for the purposes listed in Article I – General Provisions.

EXHIBIT A

52.07 – Authorization of a Stormwater Management Utility Fee

The Stormwater Management Utility Fee is a utility fee that is hereby authorized to be charged on most real property within the City of Fayetteville, Arkansas. The fee shall be billable to the City's Sewer Utility customers. The rate structure for the utility fee shall:

(A) Be based on the square footage of impervious area on a property,

(B) Be owner / customer type (residential, commercial, etc..)-neutral,

(C) Use a billing unit of 1,000 square feet of impervious area,

(D) Slot property within the following six-tier billing unit structure:

Tier	Tier Range (by square footage of impervious area on a property)	Billing Units	Initial Monthly Fee (Billing Unit times Billing Rate)
1	Less than 2,000	1.25	$1.69
2	2,001 to 3,500	2.75	$3.71
3	3,501 to 5,000	4.25	$5.73
4	5,001 to 6,500	5.75	$7.76
5	6,501 to 8,000	7.25	$9.79
6	More than 8,000	See (F)	See (F)

(E) For Tiers 1 through 5, the billing unit in the chart shall be multiplied by the billing rate per unit rounded down to the nearest cent.

(F) For Tier 6, properties with impervious area greater than 8,000 square feet, the actual impervious area is divided by 1,000 and multiplied by the monthly rate per billing unit.

(G) The initial rate per billing unit shall be $1.35. This rate shall be increased by 3% per year beginning in the January 2026 billing period. No rates shall increase after 2031 without a further rate study.

(H) Fees for sewer customers on properties with multiple sewer accounts shall be based on the individual sewer customer's percentage of total impervious area of the property or properties that may be attributed to the customer's account, included any areas of parking, common use areas, or other impervious area on the attributable properties.

(I) Sewer customers or property owners may apply to have the fee for their property mitigated or reduced by the Sustainable Credit Framework.

52.08 – Initial Charge for the Stormwater Management Utility Fee

The initial assessment of the Stormwater Management Utility Fee established shall be charged beginning one year after the effective date of the ordinance.

52.09 – Level and Extent of Service Policies

The level of services funded by the Stormwater Management Utility Fees are dependent upon the amount of revenue generated by this Utility Fee, as well as possible general fund, sales tax bond, grants and other sources. These revenues shall fund the operation and maintenance, engineering and planning, regulatory compliance, stormwater capital improvements and administration of the City of Fayetteville's MS4 Program. The most recently adopted version of the City of Fayetteville Drainage Criteria Manual and Green Stormwater Practices will serve as the basis for the extent of stormwater service related to:

(A) Public roads, public rights of way and public detention ponds(detention pond maintenance limited to activities necessary for proper functionality),

(B) Drainage features within existing dedicated public easements (excluding private commercial detention ponds).

(C) These services extend to the downstream end of the first private infrastructure connected to the City of Fayetteville's drainage system.

(D) Prior to City accepting responsibility for any private stormwater system, its owner must dedicate a drainage easement to the City of sufficient size as determined by the City to allow access to and work on the drainage facilities with appropriate equipment. The City Engineer shall determine the sufficiency of the width and extent of easements.

52.10 - Reserved

ARTICLE III – ADMINISTRATION

52.11 – Administration and Appeals

(A) The City Engineer is responsible for the interpretation and administration of this chapter.

(B) Owners may appeal the initial amount of the Stormwater Management Utility Fee credit allowed denial of exemption or other dispute to the City Engineer, who shall determine the validity of any such appeal. The City Engineer shall set forth the requirements of any such appeal in the Drainage Criteria Manual. The City Engineer shall report the amount of any requested credit to be allowed in writing to the appellant and maintain such record by the Engineering Department for at least one year.

(C) After exhausting administrative means with the City Engineer, customers desiring to further appeal of an impervious area estimate, fee or credit can be heard by The City Water and Sewer Committee pursuant to Chapter 155: Appeals."

52.12 – Sustainable Credit Framework

(A) A Sustainable Credit Framework will be established by the City Council that provides all Stormwater Management Utility customers with an opportunity to reduce their normal fees. Customers may qualify for renewable fee reductions by demonstrating activities or stormwater practices that increase the water quality and thereby reduce the water quality and quantity burden imposed on the City of Fayetteville's drainage system. Activities eligible for credit include the following:

(1) Compliance with an industrial stormwater permit.

(2) Public customers that establish contracts, or Interlocal Cooperation Agreements, with the City under § 25-20-104 will receive a credit recognizing the value of their public efforts to reduce stormwater runoff, in accordance with the terms of the interlocal agreement.

(3) Using shared parking lots to minimize the creation of new impervious area

(4) Property retrofits using Water Quality, Flood, and Tree Mitigation Measures from the Drainage Criteria Manual.

(5) Attendance at approved Stormwater Education Program and Stormwater Stewardship Activities.

(6) Demonstration of no direct discharge of stormwater.

(B) The final Sustainable Credit Framework, including appropriate application forms and instructions, will be developed and available to customers a minimum of 6 months in advance of the effective date of the initial collection of the Stormwater Management Utility Fee.

52.13 - Billing and collection

The Stormwater Management and Fee shall be administered and collected in the same manner as the City's sewer utility.

52.14—52.15 - Reserved

Received By: Alan Pugh 05/14/2024 3:05 P.M.

Becky Roark
Executive Director, Beaver Watershed Alliance
PO Box 762
Elkins, AR 72727
Becky@beaverwatershedalliance.org
479-305-9701

April 10, 2024

City of Fayetteville Council Members
113 West Mountain St.
Fayetteville, AR 72701

RE: Support for Stormwater Utility

Dear City of Fayetteville Council Members,

I am writing to express strong support for the implementation of a stormwater utility in Fayetteville and its positive impact on the Beaver Lake watershed. Beaver Watershed Alliance is a 501c3 nonprofit watershed group, formed in 2011, working to protect, enhance and sustain Beaver Lake and the integrity of its watershed. We work closely with the City of Fayetteville and residents to engage the public in conservation stewardship, work alongside city staff to install green infrastructure and have celebrated many success stories in water quality achievements over the past decade. However, with the growth outpacing the resources for water quality protection and restoration needs, we believe that this initiative is crucial for the future of water quality in the Town Branch watershed and West Fork watershed, which are major tributaries to Beaver Lake, and an additional safeguard to keep high-quality drinking water rates low for residents.

Increased urbanization and land development have led to a rise in stormwater runoff, which poses significant threats to water quality and ecosystem health. Pollution from sediment, nutrients, and contaminants can degrade water quality, harm aquatic life, and jeopardize public health. Sediments are costly to the drinking water utilities to remove and dispose.

By implementing a stormwater utility, Fayetteville can take proactive measures to mitigate the adverse effects of stormwater runoff and protect the integrity of the Beaver Lake watershed. The revenue generated from a stormwater utility fee could be invested in critical infrastructure projects, including green infrastructure, detention pond management, and erosion control measures, which help to reduce runoff volume and pollutant loads. Additionally, funding can support educational programs and outreach efforts to raise awareness about the importance of watershed stewardship and encourage sustainable practices among residents and businesses.

We urge you, as members of the City of Fayetteville Council, to consider the positive outcomes from the implementation of a stormwater utility as a critical step towards safeguarding the Beaver Lake watershed and ensuring a sustainable future for generations to come. Your leadership and commitment to environmental stewardship will not only benefit our community and watersheds today but leave a legacy of conservation and responsible resource management in our region.

Thank you for your attention to this matter, and we look forward to seeing the City of Fayetteville continue as a leader in stormwater management and water quality protection.

Sincerely,

Becky Roark
Executive Director
Beaver Watershed Alliance
becky@beaverwatershedalliance.org

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-417

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Melissa Evans, Urban Forester

SUBJECT: **VAC-2024-0016: Vacation (1001 W. BULLDOG BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS INC for property located at 1001 W. BULLDOG BLVD. in WARD 1. The property is zoned P-1, INSTITUTIONAL and contains approximately 18.01 acres. The request is to vacate 0.61 acres of a tree preservation easement.**

RECOMMENDATION:
Staff recommends approval of the vacation of the tree preservation easement as shown in Exhibit A1. Urban Forestry finds that the replacement of three times the tree preservation easement (Exhibit B) as proposed with the other conditions agreed upon by the school district, along with the current fair-poor health of the trees in the existing tree preservation easement, warrants the vacation of the easement and removal of six of the trees. The one tree in good condition will be preserved with measures to be taken during construction to ensure the health and survival of the tree. The conditions are listed as follows:

1. Rededication of ~2.05ac. of new tree preservation easement on the Fayetteville Public Schools high school campus as indicated on the provided Exhibit B, including additional plantings in areas noted;
2. Tree removal associated with the proposed parking structure will be addressed with on-site tree plantings;
3. Removal of 15 parking stalls and replacement with tree islands and associated shade trees within the existing parking lot north of the FHS building in accordance with landscaping standards, and planting of shade trees in the greenspace adjacent to the east side of Buchanan's extension north of Bulldog as shown in Exhibit F; new trees in these and other areas of high vehicular or pedestrian traffic shall have a tree guard to help minimize damage to trees;
4. Fayetteville Public Schools commits to pursuing an annual consultation with City Urban Forestry staff on best practices and an evaluation of tree preservation easements;
5. Easements proposed for dedication will be memorialized with educational signage to acknowledge their presence and educate campus visitors;
6. Fayetteville Public Schools commits to repurpose trees removed from the existing easement as furnishings, for streambank restoration, or similar purposes in place of disposal or burning;
7. Fayetteville Public Schools commits to meeting minimum tree canopy requirements through on-site preservation for the forthcoming campus at Joyce Blvd (Parcel 765-13237-006);

Fayetteville Public Schools commits to adhering to the tree preservation ordinance requirements for the

forthcoming campus at College Ave (parcel #765-13438-000), with a commitment to pursuing on-site preservation as a priority.

BACKGROUND:
The tree preservation easement on parcel number 765-14448-000 was dedicated as part of the development of the Fayetteville High School Large Scale Development when it was redeveloped beginning in 2011. The trees were placed in a tree preservation easement to meet the development requirements on the 18-acre lot (Exhibit A2).

Request: The applicant wishes to vacate 0.61 acres of tree preservation easement to facilitate developing a parking deck on the property (Exhibit C and D). According to UDC section 167.04(L)(2), "The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville." In exchange for the vacation, the applicant intends to dedicate additional tree preservation easements on-site as described in Exhibit B. The proposed tree preservation easements are located on the Fayetteville High School campus.

DISCUSSION:
Staff visited the high school property and reviewed the existing oaks in the tree preservation easement. Staff agrees with independent Master Certified Arborist, Jeremy Williams' report that one tree is in good condition, four are in fair condition and two are in poor condition. They are all at a substantial age of 100 years or more.

These are the largest trees in the immediate area of the Fayetteville school campus. The adjacent University campus has some large oak trees as well. The current tree preservation easement is in an institutional district and is surrounded by additional P-1 zoning, some C-2 and CS zoning and RMF-40 zoning. The current location offers 0.61 acres of ecosystem services and green space in a developed urban area.

The 2.05 +/- acres of the high school campus that is proposed as new tree preservation easements are located north and east of the existing tree preservation easement in areas along the baseball field and between the school building and W. Bulldog Boulevard. Some of the existing tree preservation easement will be retained as well.

Tree canopy assessment for each site:

- Tree canopy within the current easement consists of seven large Post Oak trees ranging in size from 25"-32" DBH and various smaller trees (last page of Exhibit C). The oak trees have been on the site since at least 1926 (the earliest aerial photography available on the City of Fayetteville GIS maps).
- Tree canopy at the proposed easement locations consist of some significant White and Red Oak Trees and smaller trees that are a mix of Hackberry, Elm, Walnut, Tulip Poplar, Maple and various other species (Exhibit B). Many of these trees were there in 1978 according to aerial photography and some of the trees were planted with development.

Staff believes that the proposed easements do not have the same size and quality of trees as the existing easement, some are in better health, and some are not. The easement dedication is three times the size of the existing easement however, and will be planted with additional trees which will contribute to trees of all sizes and ages existing in the easement, creating a better chance for longevity. Fayetteville is losing ecosystem

services in the existing tree preservation easement if it is vacated but acceptance of the current proposal can create shade in a 2+/- acre parking lot south of the high school football stadium that is severely lacking in trees.

Staff is consistently mindful about the potential for precedent-setting with tree preservation easement vacations, although each request is characterized by different geography, varying quality and amount of canopy, distinct applicant needs, and unique potential to contribute or detract from the public good. Tree preservation easements are a standard requirement for development and are intended to remain in perpetuity, not until they are no longer viable due to the owner's wish to expand and develop more. For the current request, and as outlined in the applicant's submittal (Exhibits C-G), much effort has been made on the applicant's part to offer something of equal or greater value to both offset the canopy loss and meet their needs.

During discussions with both the City Council and the Fayetteville School District, reference was made, with implications of precedent, to the 2018 approval of a tree preservation easement for the expansion of the Fayetteville Public Library. In that instance, approximately 3,000 square feet of easement was vacated with two significant trees, two larger shade trees, and two dead trees. To off-set this, approximately 15,500 square feet were dedicated, albeit without any existing canopy, with subsequent plantings.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A1- Tree Preservation Easement (#4), Exhibit A2- Recorded Easement Plat (#5), Exhibit B- Proposed FHS Tree Preservation Easements on FHS campus (#6), Exhibit C - FHS-Tree Presevation Easement Vacation Letter from Applicant (#7), Exhibit D - FHS Deck Alternative Locations (#8), Exhibit E - FHS Parking Deck Site Plan (#9), Exhibit F - Proposed Parking Lot Planting south of Football Stadium (#10), Exhibit G - School Board Project Update Presentation (#11), Superseded Exhibits from 8-20-2024 City Council (#12), Proposed Amended Ordinance - FHS Tree Preservation Easement Vacation (#13), City Attorney Memo - Revised Ordinance Vacating FHS Tree Preservation Easement (#14)

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

File #: 2024-417

VAC-2024-0016: Vacation (1001 W. BULLDOG BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS INC for property located at 1001 W. BULLDOG BLVD. in WARD 1. The property is zoned P-1, INSTITUTIONAL and contains approximately 18.01 acres. The request is to vacate 0.61 acres of a tree preservation easement.

AN ORDINANCE TO APPROVE THE VACATION OF 0.61 ACRES OF A TREE PRESERVATION EASEMENT LOCATED AT 1001 WEST BULLDOG BOULEVARD IN WARD 1 IN EXCHANGE FOR THE FAYETTEVILLE SCHOOL DISTRICT'S OFFER TO DEDICATE AN ADDITIONAL 2.05 ACRES OF TREE PRESERVATION EASEMENT AND ADDITIONAL ACCOMODATIONS

WHEREAS, the Fayetteville School District would like to vacate approximately 0.61 acres of the existing tree preservation easement to facilitate developing a parking deck on the property; and

WHEREAS, the Fayetteville School District has offered to dedicate 2.25 acres of tree preservation easement in exchange located on the east side of the city near S. Ray Avenue, adjacent to another Fayetteville School District parcel and undeveloped land.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the 0.61 acres owned by the Fayetteville School District covered by a dedicated tree preservation easement has proven to the City Council's satisfaction that such vacation of that portion of the tree preservation easement is in the best interest of the City of Fayetteville and therefore grants the Fayetteville School District's request to vacate the existing tree preservation easement as to those 0.61 acres.

Section 2: The vacation and abolishment of the tree preservation easement is conditioned upon the dedication of 2.25 acres of tree preservation easement, as shown in the Easement Plat (Exhibit B) and the legal description (Exhibit E) attached to this Resolution.

City of Fayetteville Staff Review Form

2024-417

Item ID

9/17/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	8/2/2024	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2024-0016: Vacation (1001 W. BULLDOG BLVD/FAYETTEVILLE PUBLIC SCHOOLS, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS INC for property located at 1001 W. BULLDOG BLVD. in WARD 1. The property is zoned P-1, INSTITUTIONAL and contains approximately 18.01 acres. The request is to vacate 0.61 acres of a tree preservation easement.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

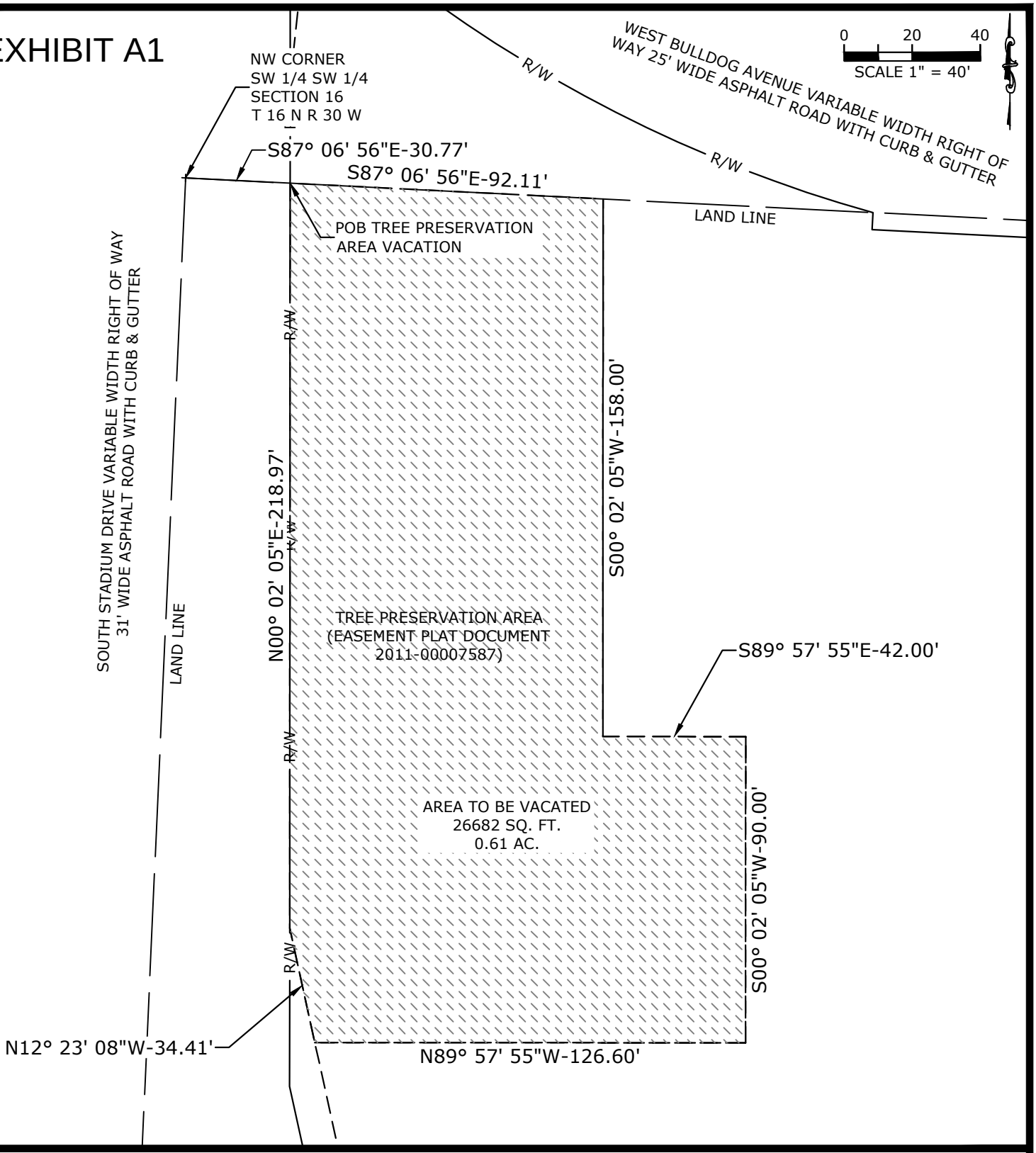
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

EXHIBIT A1



LEGEND

765-14448-000 — TAX PARCEL NUMBER

411-202 — DEED RECORD

R/W — EXISTING RIGHT-OF-WAY LINE

TREE PRESERVATION AREA PER EASEMENT PLAT 2011-00007587 TO BE VACATED

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
07/16/2024	
SCALE:	PROJ. NUMBER:
AS NOTED	242711

EX-1

EXHIBIT "A" **1**
MAP

FAYETTEVILLE HIGH SCHOOL
FAYETEVILLE, ARKANSAS

FAYETTEVILLE SCHOOL DISTRICT # 1

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2024

W:\2024\0-SURVEY JOBS\24-2711 - FAYETTEVILLE PUBLIC SCHOOLS, FAYETTEVILLE HIGH SCHOOL PARKING DECK, FAYETTEVILLE, AR\SURVEY\BOUNDARY\DRAFTING\242711 TREE EASEMENT AND VACATION.DWG

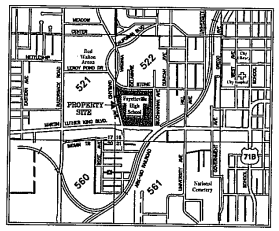
Doc ID: 013928270001 Type: REL
Kind: SURVEY
Recorded: 03/18/2011 at 03:08:47 PM
Fee Amt: $15.00 Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File 2011-00007587

EXHIBIT A2

PROPERTY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 16, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 16, THENCE SOUTH 87°06'56" EAST A DISTANCE OF 30.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GARLAND AVENUE FOR THE POINT OF BEGINNING, THENCE SOUTH 0°02'05" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 265.46 FEET; THENCE SOUTH 12°23'08" EAST CONTINUING ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 695.05 FEET TO THE NORTH RIGHT OF WAY LINE OF MARTIN LUTHER KING BOULEVARD; THENCE SOUTH 84°27'08" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 25.97 FEET; THENCE SOUTH 83°11'48" EAST CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 100.02 FEET; THENCE SOUTH 87°11'11" EAST CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 589.58 FEET TO THE WEST RIGHT OF WAY LINE OF BUCHANAN AVENUE; THENCE NORTH 2°38'19" EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 838.94 FEET TO THE SOUTH RIGHT OF WAY LINE OF STONE STREET; THENCE NORTH 87°06'56" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 736.28 FEET; THENCE NORTH 2°53'04" EAST CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 16; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 408.06 FEET, AN ARC DISTANCE OF 198.80 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60°26'50" WEST — 196.85 FEET TO THE EAST RIGHT OF WAY LINE OF GARLAND AVENUE; THENCE SOUTH 0°02'05" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 88.46 FEET TO THE POINT OF BEGINNING, CONTAINING 18.07 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS OF WAY OR RECORD.

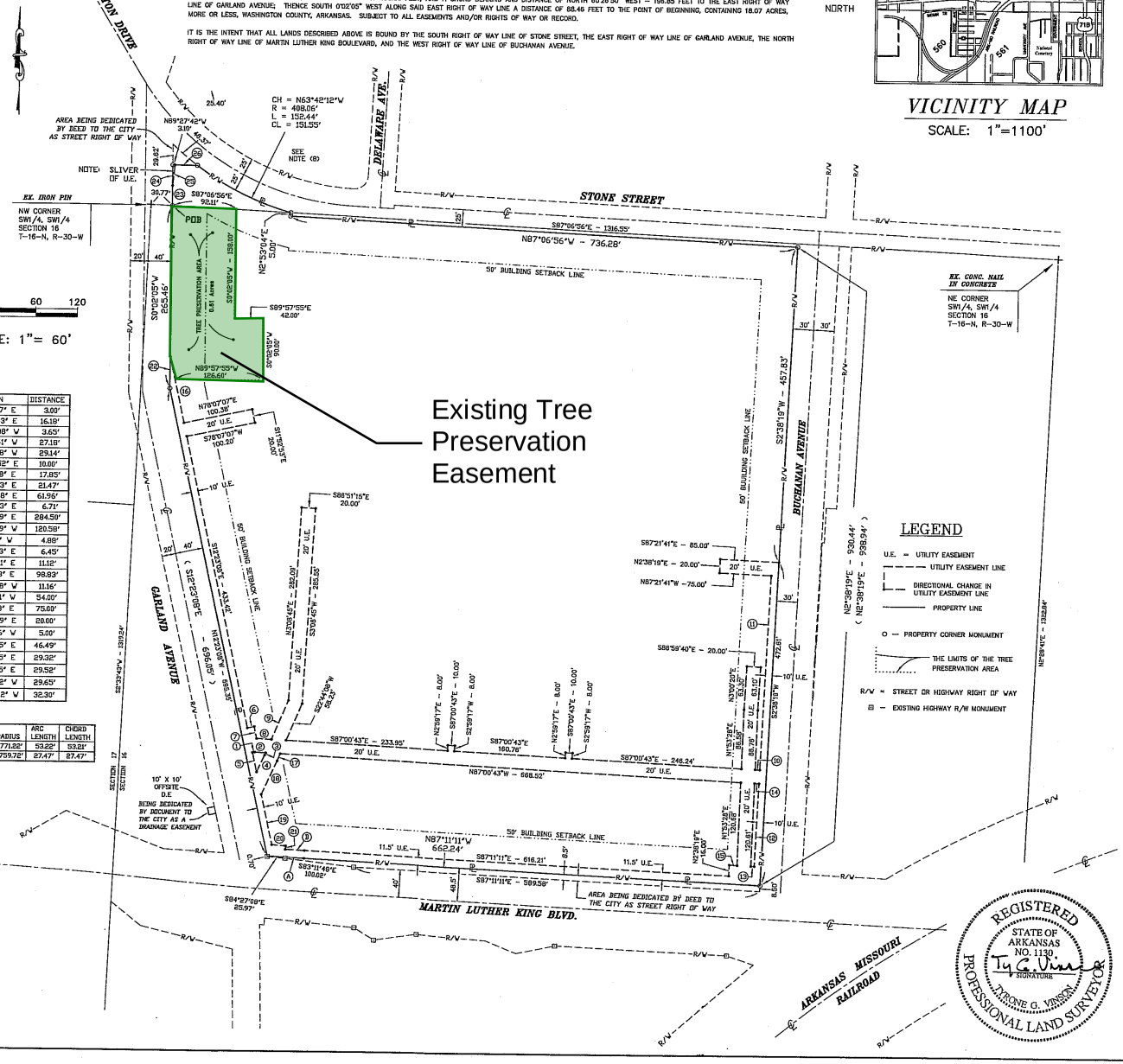
IT IS THE INTENT THAT ALL LANDS DESCRIBED ABOVE IS BOUND BY THE SOUTH RIGHT OF WAY LINE OF STONE STREET, THE EAST RIGHT OF WAY LINE OF GARLAND AVENUE, THE NORTH RIGHT OF WAY LINE OF MARTIN LUTHER KING BOULEVARD, AND THE WEST RIGHT OF WAY LINE OF BUCHANAN AVENUE.



VICINITY MAP
SCALE: 1"=1100'

PROPERTY INFORMATION & NOTES:

(1) OWNER:
FAYETTEVILLE PUBLIC SCHOOLS DISTRICT NO. 1
1001 W. STONE STREET, FAYETTEVILLE, AR 72701
(2) ASSESSOR'S PARCEL NUMBERS:
765-14448-000 SW1/4-SW1/4 SECTION 16, T-16-N, R-30-W
765-03307-000 NW1/4-SW1/4 SECTION 16, T-16-N, R-30-W
(3) DEED RECORD:
DEED BOOK 411 AT PAGE 202 &
DEED BOOK 417 AT PAGES 615 & 616
(4) ACREAGE — NW1/4, SW1/4 = 0.14 ACRES
SW1/4, SW1/4 = 17.93 ACRES
TOTAL ACREAGE = 18.07
(5) FLOOD PLAIN: NO PORTION OF THIS PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) NO. 05143C0092 D. DATED JULY 21, 1999
(6) BASIS OF BEARINGS ARE STATE PLANE COORDINATES.
(7) ZONED: P-1 INSTITUTIONAL
(8) THE NW CORNER OF THIS PROPERTY THAT IS LOCATED IN THE NW1/4, SW1/4 IS DESIGNATED AS LOT 119 OF OAK PARK PLACE ADDITION AS SHOWN ON A 1927 PLAT KEPT IN THE RECORDS OF THE CITY OF FAYETTEVILLE.
(9) ALL BUILDING SETBACKS ARE 50' FROM THE STREET AND HIGHWAY RIGHT OF WAY LINES.
(10) ENGINEER:
McCLELLAND CONSULTING ENGINEERS, INC.
1810 NORTH COLLEGE AVENUE
FAYETTEVILLE, ARKANSAS 72703



60 30 0 60 120
SCALE: 1"= 60'

NO.	DIRECTION	DISTANCE
①	N 81°44'17" E	3.00'
②	S 87°00'43" E	16.18'
③	S 22°44'08" W	3.65'
④	S 24°40'41" W	27.18'
⑤	N 12°23'08" W	29.14'
⑥	N 77°36'52" E	10.00'
⑦	S 12°23'08" E	17.85'
⑧	S 87°00'43" E	21.47'
⑨	N 22°44'08" E	61.96'
⑩	S 87°00'43" E	6.71'
⑪	N 2°38'19" E	284.50'
⑫	S 2°38'19" W	120.58'
⑬	N 87°11'11" W	4.88'
⑭	S 87°00'43" E	6.45'
⑮	S 87°11' 11" E	11.12'
⑯	S 12°23'08" E	98.83'
⑰	S 22°44'08" W	11.16'
⑱	S 24°40'41" W	54.00'
⑲	S 12°23'08" E	75.09'
⑳	S 65°26'39" E	28.60'
㉑	S 3°13'56" W	5.00'
㉒	N 0°02'05" E	46.49'
㉓	N 0°02'05" E	29.32'
㉔	N 0°02'05" E	29.52'
㉕	S 6°00'42" W	29.65'
㉖	N 89°27'42" W	32.30'

NO.	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
Ⓐ	N 86°46'56"W	3771.82'	53.22'	53.21'
Ⓑ	S 86°58'37"E	3759.72'	27.47'	27.47'

LEGEND

U.E. = UTILITY EASEMENT
UTILITY EASEMENT LINE
DIRECTIONAL CHANGE IN UTILITY EASEMENT LINE
PROPERTY LINE
O — PROPERTY CORNER MONUMENT
THE LIMITS OF THE TREE PRESERVATION AREA
R/W = STREET OR HIGHWAY RIGHT OF WAY
⊞ — EXISTING HIGHWAY R/W MONUMENT

CERTIFICATE OF OWNERSHIP & DEDICATION :

WE THE UNDERSIGNED OWNER, FAYETTEVILLE SCHOOL DISTRICT NO. 1, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PERSCRIBED BY LAW. THE OWNER ALSO DEDICATES TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITIES COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SIAD EASEMENTS.

3/1/11 DATE — OWNER

DATE — OWNER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS :

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS PLATTED IN THIS DEVELOPMENT ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

2/23/11 DATE — ELECTRIC REPRESENTATIVE
2/28/11 DATE — GAS SERVICE REPRESENTATIVE
2/23/11 DATE — TELEPHONE REPRESENTATIVE
2/23/11 DATE — CABLE TELEVISION REPRESENTATIVE
3/4/11 DATE — CITY OF FAYETTEVILLE REPRESENTATIVE

TREE PRESERVATION AREA

THE TREE PRESERVATION AREAS AS INDICATED ON THIS EASEMENT PLAT CONSTITUTE A COVENANT RUNNING WITH THE TITLE OF THIS SUBJECT PROPERTY AND ARE DENOTED FOR THE PROPERTY OWNERS AND THEIR FUTURE SUCCESSORS, ASSIGNEES OR TRANSFEREES TO PRESERVE, PROTECT AND MAINTAIN EXISTING TREE CANOPY. NO TREE REMOVAL OR LAND DISTURBANCE AS DEFINED WITHIN THE CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT ORDINANCE MAY OCCUR WITHIN THE TREE PRESERVANCE AREA UNLESS APPROVED BY THE CITY OF FAYETTEVILLE. PERSONS SEEKING REMOVAL OF SUCH TREE PRESERVATION AREA, OR REQUESTING TO MODIFY THE PROPERTY IN SUCH A WAY TO AFFECT THE CANOPY WITHIN, MUST SEEK APPROVAL FROM THE CITY COUNCIL THROUGH A REQUEST MADE BY THE LANDSCAPE ADMINISTRATOR OF THE CITY OF FAYETTEVILLE.

APPROVED BY: URBAN FORESTER — 3/16/11 DATE

CERTIFICATE OF APPROVAL FOR RECORDING :

I HEREBY CERTIFY THAT THE LARGE SCALE DEVELOPMENT PLAN FOR THIS PROJECT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD ON June 28 2010.

03.17.2011 DATE — ZONING AND DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF SURVEY & ACCURACY :

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE.

2-23-11 DATE — TYRONE G. VINSON — APLS NO. 1130 PROFESSIONAL LAND SURVEYOR

REGISTERED STATE OF ARKANSAS NO. 1130 Ty G. Vinson SIGNATURE TYRONE G. VINSON PROFESSIONAL LAND SURVEYOR

© 2011

Original Signature On File

NO.	DATE	DRN	APP'D	DESCRIPTION
				REVISIONS

McCLELLAND CONSULTING ENGINEERS, INC. — DESIGNED TO SERVE

FAYETTEVILLE HIGH SCHOOL
FAYETTEVILLE, ARKANSAS

TITLE: EASEMENT PLAT
SECTION 16
T-16-N
R-30-W

DRAWN BY	APPROVED
BONES	TGV
SCALE	DATE
1" = 60'	FEB. 2011
XREF NO.	FIELD BOOK
FY102104	
SHEET NO.	REV.

EXHIBIT B

Fayetteville High School
Proposed Tree Preservation Areas - Alternate Option

Existing Tree Preservation Easement +/- 0.61 Acres or 26,751.60 SF
Proposed Preservation Easements +/- 2.05 Acres or 89,792 SF

***Preservations easement sizes are estimates, final areas may differ and will be documented in a formal easement document.
Additional trees beyond what is noted in the delineated areas exist. Only trees of significant value were documented.***

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 E. Stearns Street
P.O. Box 1229
Fayetteville, AR 73703/72702-1229
479-443-2377/Fax 479-443-9241
www.mcclelland-engrs.com

August 30, 2024

EXHIBIT C

City of Fayetteville City Council
113 W. Mountain Street
Fayetteville, AR 72701

RE: Fayetteville High School Tree Preservation Easement Vacation

City Council,

Please accept this Tree Preservation Easement Vacation request for Fayetteville High School. In response to the need for additional parking, The Fayetteville School District would like to construct a new parking structure at the southeast corner of S Stadium Dr and W Bulldog Blvd, directly west of the school. Per the Unified Development Code, section 167.03, (7) white oaks were preserved in association with the 2011 building expansion and captured in a tree preservation easement. This easement is requested to be vacated.

If the 0.65-acre tree preservation easement is approved to be vacated, the Fayetteville School District is offering to dedicate a new easement, totaling +/-2.5 acres, as shown on the attached exhibit. It is estimated that (1) of the (7) white oaks within the existing easement can be preserved as part of the parking structure project. Several similar sized oaks exist within the limits of the proposed easements as well as numerous other species of varying sizes. Please also reference the attached arborist report noting the condition and long-term health concerns for the trees located within the existing easement.

The current high school age enrollment for Fayetteville Public Schools is approximately 2,900 students. Depending on the time of year, 1,300 to 1,700 students are driving eligible. Currently the estimated demand for student parking is between 900 and 1,200 students. The high school campus currently supports 850 parking spaces. 300 for staff/faculty and 550 for students.

In 2011, when construction began for the new high school addition, high school age student enrollment was near 2,500. At the time, the University of Arkansas allowed high school students to purchase parking passes and use their lots. However, this agreement is no longer available, as enrollment for university has since increased. Undergraduate enrollment for the university in 2011 was 20,349 students whereas undergraduate enrollment has significantly increased to 27,472 in 2023.

Additional parking has been added to the Fayetteville High School campus with recent additions, however this has been limited due to inadequate space on the campus. This has forced many students to purchase parking from nearby homeowners, landowners, and businesses as an alternative. Parents report paying as much as $1,300 per year for parking.

To address the parking shortage, several options have been explored. With limited developable space on the campus, surface parking would require obtaining neighboring residential properties. As most are

not for sale, eminent domain would be necessary, thus depleting available housing stock for students and city residents alike.

Considering the constraints, a parking structure on campus has been determined as the best option. Many factors were considered when selecting a location for the new structure. Safety, direct connectivity to the existing high school building, cost, integration with the existing parking, and drop off and pickup traffic patterns were a high priority. Baring the tree preservation easement, the location near the northwest corner of the high school building serves these needs the best. Pros and cons of each area studied are noted below.

South (in front) of the high school building

- 100 current parking spots would be lost.
- During the 2 years of construction the number of student parking spaces would be reduced from 550 to only 450.
- To recoup those 100 parking spots, the increased cost to the parking garage would be an additional $4,000,000+.
- Students would have to navigate driving in the parking garage since the only entrance would be from ground level.
- Supervision of the student-designated portion of the parking garage is a concern
- Stormwater detention is located under the south parking lot. As this is the low point of the site, relocating this is not practical.
- Aesthetically, a parking garage as the main focal point when entering the FHS and the U of A campuses at MLK and Stadium is not desirable.

Northeast (in back) of Fayetteville High School

- 158 current parking spots would be lost.
- During the 2 years of construction the number of student parking spaces would be reduced from 550 to only 392.
- To recoup those 158 parking spots, the increased cost to the parking garage would be an additional $6,000,000+.
- Students would have to navigate driving in the parking garage since the only entrance would be from ground level.
- Supervision of the student-designated portion of the parking garage is a concern.
- An additional 400+ pedestrians would be required to cross traffic at two different locations, which would slow down traffic that is already slow moving.

Northwest (between FHS & Stadium Dr.) of Fayetteville High School – Preferred Option

- No loss of current parking spots during construction.
- The parking garage would connect directly to the school building, thus eliminating additional pedestrians crossing bulldog.
- The slope of that location will allow direct access to the top level from Bulldog Blvd - this eliminates the need for students to navigate a parking garage.
- The top level of the parking garage will be at ground level for the FHS instructional wing, making it easy to monitor the student parking area.

- Adds 460+ new student parking spots, increasing the total number of student parking spots to 1,000+.

If you should have any questions, please do not hesitate to contact me. We appreciate your support for this project.

Sincerely,
McClelland Consulting Engineers, Inc.

Chris Bakunas
Land Development Department Head, Senior Associate

TREE CLIMBERS LLC

1160 E. Pump Station Rd
Fayetteville, AR 72701
Office: 479.841.3804
Cell: 479-879-5015
TreeClimbersLLC.com
General: Office@TreeClimbersLLC.com
Direct: Jeremy@TreeClimbersLLC.com

Arkansas' First and Only TCIA Accredited Company

JEREMY WILLIAMS, RCA

ASCA RCA #801
Registered Consulting Arborist®

ISA Board Certified Master Arborist #S0-6263BT
ASCA Registered Consulting Arborist #801
TCIA Certified Tree Care Safety Professional #1267
ISA Qualified Tree Risk Assessor
ISA Certified Climber Specialist and Wildfire Risk Reduction Qualified Instructor

08-14,2024

City of Fayetteville Public Schools
Steve Flickinger
Steve.flickinger@g.fayar.net

McClelland Consulting Engineers
Chris Bakunas
cbakunas@mce.us.com

Re: Fayetteville High Post Oaks

Background and Assignment

Our office was contacted by both Steve Flickinger and Chris Bakunas requesting that I visit Fayetteville High School and provide a brief opinion on the condition of seven Oaks just west of the High School along Stadium Dr. No testing or special inspections were to be performed.

Site Visit Observations

I visited the site today, 08-14, 2024. I will use the tree numbers shown in Exhibit D from McClelland Consulting Engineers, which are attached below. All measurements were made using a standard diameter tape at a standard height of 4.5ft (DBH). Trees are rated on a scale of Excellent, Good, Fair, Poor, Dead, or Dangerous. All trees are Post oak *Quercus stellata.*

Tree #1
Measured 32" in diameter. This tree is in good condition. The canopy appeared typical for age and species with recent weather conditions. Some old storm damage is present. The canopy is mainly one-sided from competition with tree #2 over many years.

Tree #2
Measured 30.5" in diameter. This tree is in poor condition. The top of this tree has been dead for many years and is in an advanced state of decline. Multiple areas of decay were noted at the base of the tree.

Tree #3
Measured 32" in diameter. This tree is in fair condition. The top of this tree has been broken in the last 5+/- years. Unusually pronounced trunk flair is present at the base of this tree. Unusual trunk flair indicates significant hollowing of the trunk. Without further testing, the exact extent of decay is unknown. The canopy density is slightly less than typical for age and species.

Tree #4
Measured 35" in diameter. This tree is in poor condition. Significant dieback is present, and the canopy density is significantly below typical density for age and species. Vines are present, which negatively affects the health of the tree. Significant decay and a very pronounced trunk flair is present beyond what is normal for species indicating internal decay.

Tree #5
Measured 25" in diameter. This tree is in fair condition. Recent tip dieback is present. Fallen leaves showed symptoms of bacterial leaf scorch. The remaining canopy density is below what is typical for age and species.

Tree #6
Measured 30.5" in diameter. This tree is in fair condition. Recent tip dieback is present, with fallen leaves showing symptoms of bacterial leaf scorch. The remaining canopy density is much below what is typical for age and species. Significant damage to the root flair on the east side with decay progressing without signs of reaction wood from the tree.

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ISA Qualified Tree Risk Assessor
ISA Certified Climber Specialist and Wildfire Risk Reduction Qualified Instructor

Tree #7
Measured 29.5" diameter. This tree is in fair condition. Canopy density is typical for age and species. A large wound on the lower trunk and a buried root flair on the east side are present.

Conclusions

Trees 2, 4, 5, and 6 are in a condition that may allow them to survive over the next five years, but it should be noted that they have significant health and/or structural issues that cannot be corrected via pruning or treatment. As the issues with these trees progress, the risk that they pose will increase. I do not expect these trees to survive in the long term.

Tree 3: The prognosis would be based on the exact extent of decay in the lower trunk. Based on the trunk flair, I expect the decay to be moderate to extreme. If decay is moderate, this tree could be in the same category as trees 1 and 7. If decay is more extensive, the prognosis will be in the same category as trees 2, 4, 5, and 6. It is most likely that this tree will be in the second category.

Trees 1 and 7 are expected to survive over the next five years. The issues with these trees are such that they can largely be mitigated to the point that these trees will likely not have significant issues over the next five years.

Qualifications

A few pertinent qualifications that qualify me to write this report are:
ASCA (*American Society of Consulting Arborists)* Registered Consulting Arborist #801
ASCA (*American Society of Consulting Arborists)* Tree and Plant Qualified Appraiser
ISA *(International Society of Arboriculture)* Board Certified Master Arborist, #SO-6263BT
ISA Tree Risk Assessor Qualification, #SO-6263BT
ISA Certified Tree Worker certification, #SO-6263AT
ISA Certified Arborist certification, #SO-6263A
TCIA (*Tree Care Industry Association*) CTSP safety auditor and trainer certification, #1267
Full-time practice as an arborist and have served as an expert witness and consultant on numerous cases since 2009.

The above report is accurate and true to the best of my knowledge with the information available to me at the time of this report. Any observations are based on conditions visible during my site visit or information provided to me by the client. Opinions or determinations are based on generally accepted industry guidelines and years of full-time practice as an Arborist in Northwest Arkansas. I have no bias or interest in any particular outcome or findings from this report. Any additional consulting, fact, or expert witness services needed will be billed separately and are not included in the cost of this report. Use and acceptance of this report and any information contained herein or given on-site is contingent on payment for services rendered. Any use of this report or information without payment will result in appropriate legal action. Copyright 2024 Tree Climbers LLC. All rights reserved.

Jeremy Williams, RCA, BCMA

ASCA RCA #801
Registered Consulting Arborist®

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TCIA Certified Tree Care Safety Professional #1267
ISA Qualified Tree Risk Assessor
ISA Certified Climber Specialist and Wildfire Risk Reduction Qualified Instructor

Exhibit - D
Easement to be Vacated (Fayetteville High School Property)

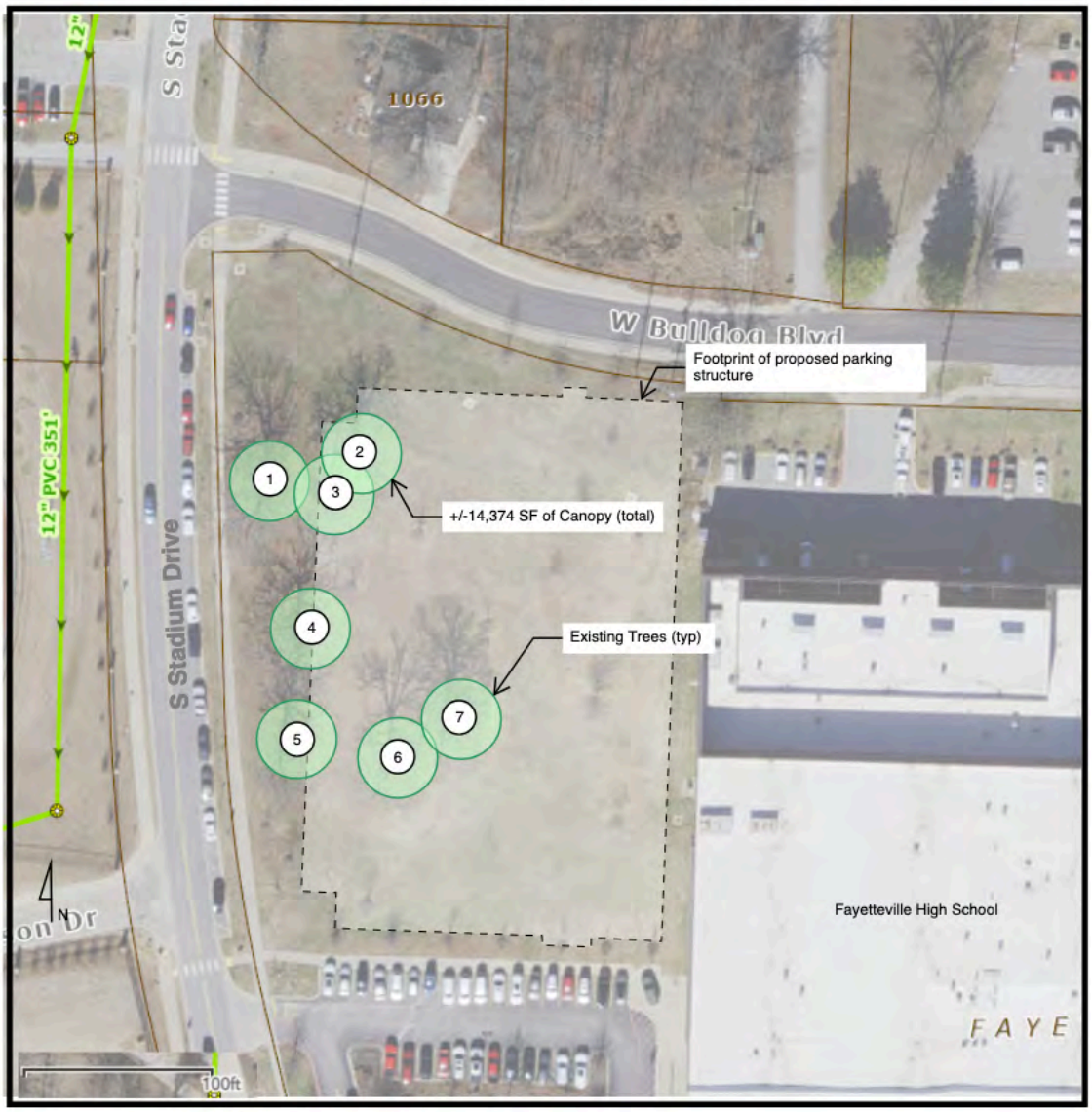
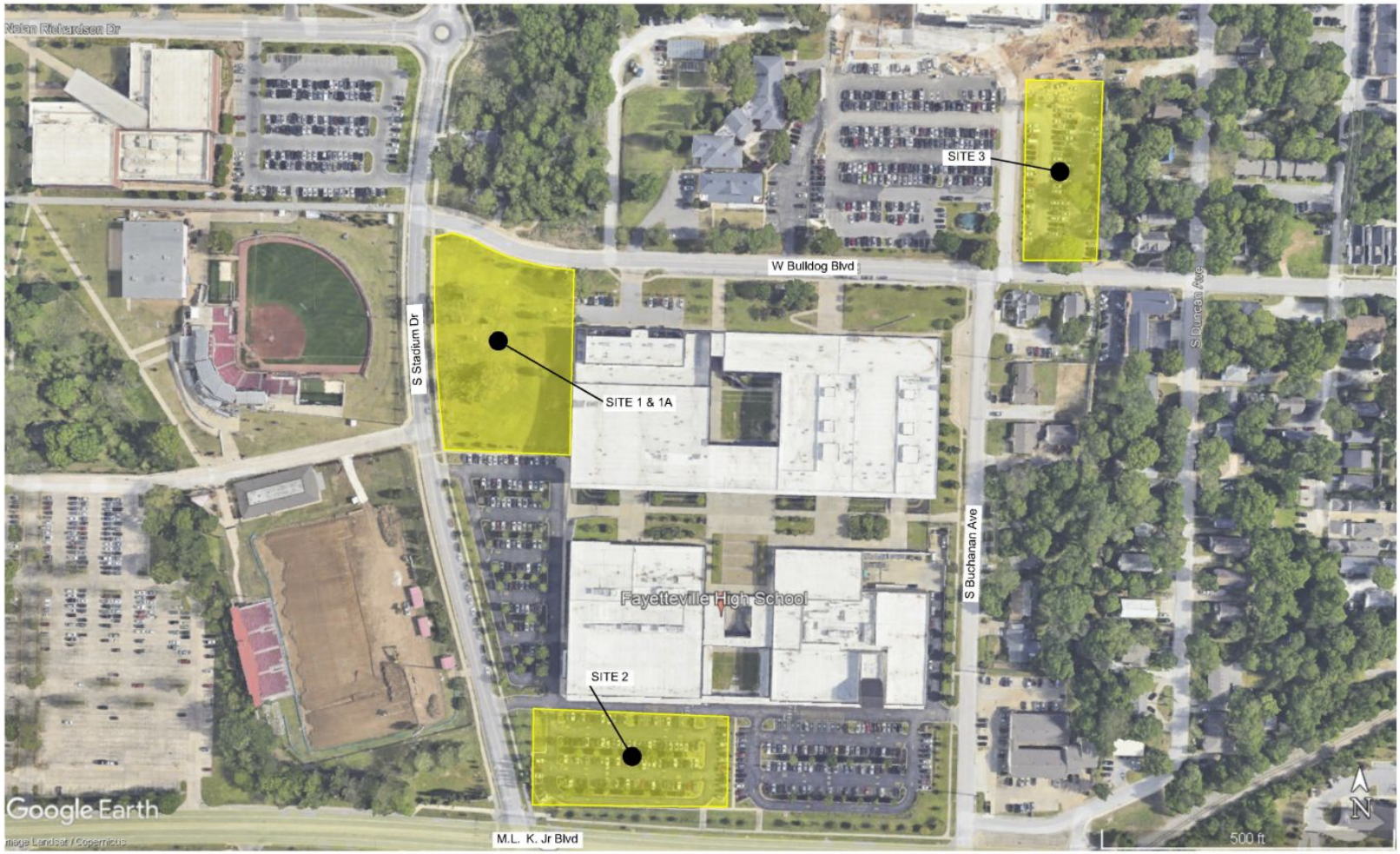


EXHIBIT D



August 28, 2023

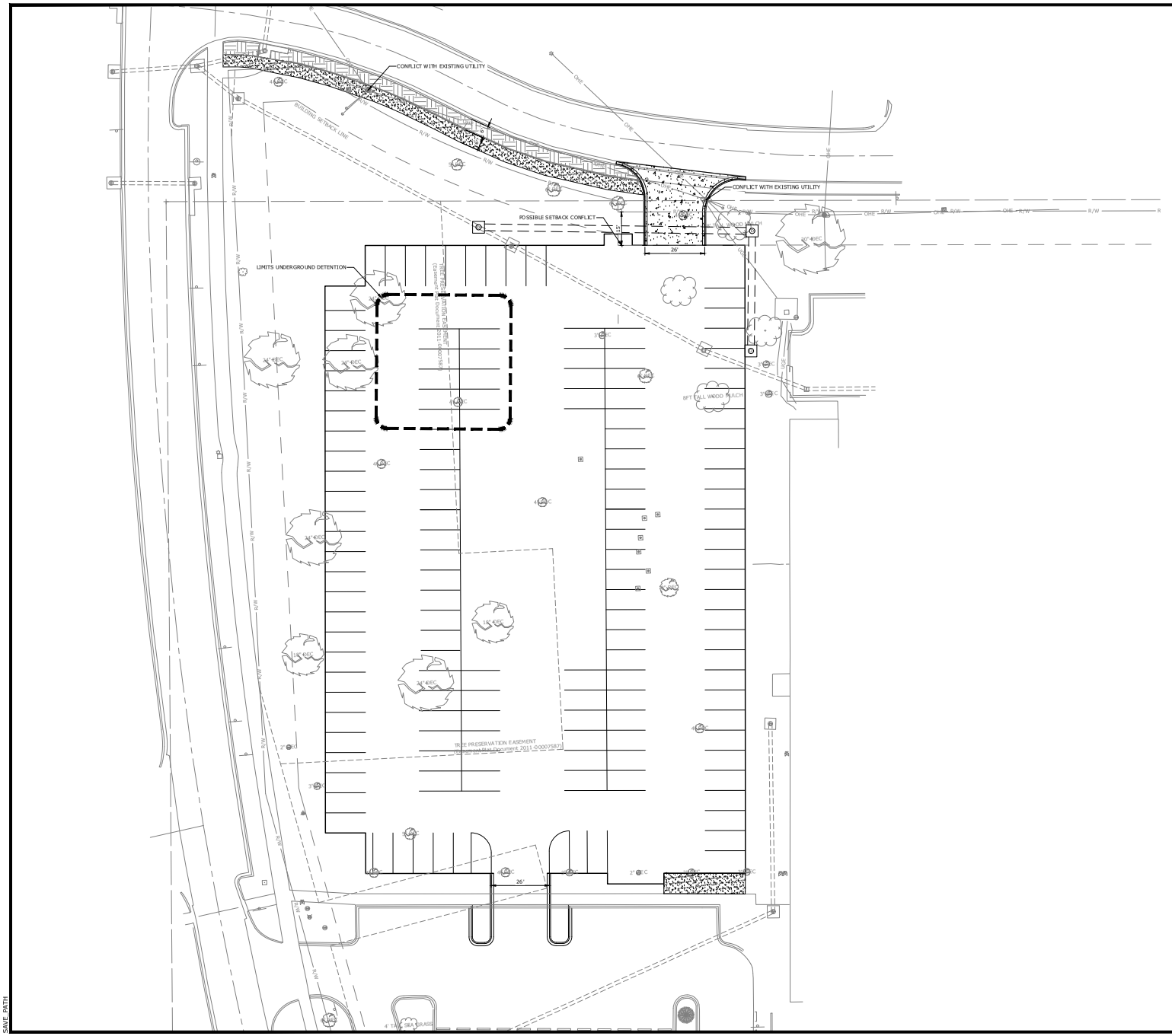
Fayetteville High School Parking Garage

Alternative Parking Garage Sites

994 Martin Luther King Jr. Blvd., Fayetteville, AR

DESMAN Design Management

EXHIBIT E



PLAN SCALE

(IN FEET)
1 inch = 20ft.

EXISTING LEGEND

PROPERTY LINE	POWER POLE
RIGHT OF WAY	GUY WIRE w/ ANCHOR
SANITARY SEWER LINE	GAS METER
WATER LINE	GAS RISER
GAS LINE	STREET LIGHT POLE
UNDERGROUND TELEPHONE	TELEPHONE PEDESTAL
UNDERGROUND ELECTRIC	CABLE TV PEDESTAL
UNDERGROUND TELEVISION	CABLE VAULT
UNDERGROUND FIBER	ELECTRIC VAULT
OVERHEAD ELECTRIC	FIBER VAULT
FENCE	GAS VAULT
ROAD CENTERLINE	TELEPHONE VAULT
DITCH FLOWLINE	WATER VAULT
EASEMENT LINE	SIGN (AS NOTED)
GRAVEL LINE	POST (AS NOTED)
FIRE HYDRANT	BENCHMARK
WATER METER	FOUND IRON PIN (AS NOTED)
WATER VALVE	CONTROL POINT
WATER FAUCET	RR SPIKE
SANITARY SEWER MH	BUSH
CLEAN-OUT	DECIDUOUS TREE
DRAINAGE MH	CONIFEROUS TREE

PROPOSED LEGEND

	CURB AND GUTTER
	EASEMENT
	SETBACK
TCE	TEMPORARY CONSTRUCTION EASEMENT
X X	FENCE
	PAINTED / THERMOPLASTIC STRIPING
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	CATCH BASIN
	FLARED END SECTION
	SANITARY SEWER MANHOLE
23	PARKING STALL COUNT
	BUILDING CONTROL POINT
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
PIV	POST INDICATOR VALVE
	WATER METER
	POWER POLE/POWER POLE & GUY
	LIGHT POLE
	ELECTRICAL TRANSFORMER
EP	ELECTRICAL PEDESTAL
TP	TELEPHONE PEDESTAL
TSP	TRAFFIC SIGNAL PEDESTAL

McCLELLAND CONSULTING ENGINEERS, INC.
HTTP://WWW.MCE-US.COM

PRELIMINARY
NOT FOR CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

FAYETTEVILLE HIGH SCHOOL
PARKING GARAGE ADDITION

811 Know what's below. Call before you dig.

REVISIONS		
REV	DATE	DESCRIPTION

SITE PLAN

DESIGNED BY: JCM	DRAWN BY: JCM
DATE: 07/15/2024	REVISION: SP
SCALE: 1"=20'	JOB NUMBER: N/A

C1.00

SAVE PATH

EXHIBIT F

Fayetteville High School
Tree Island Additions at SWAC Building

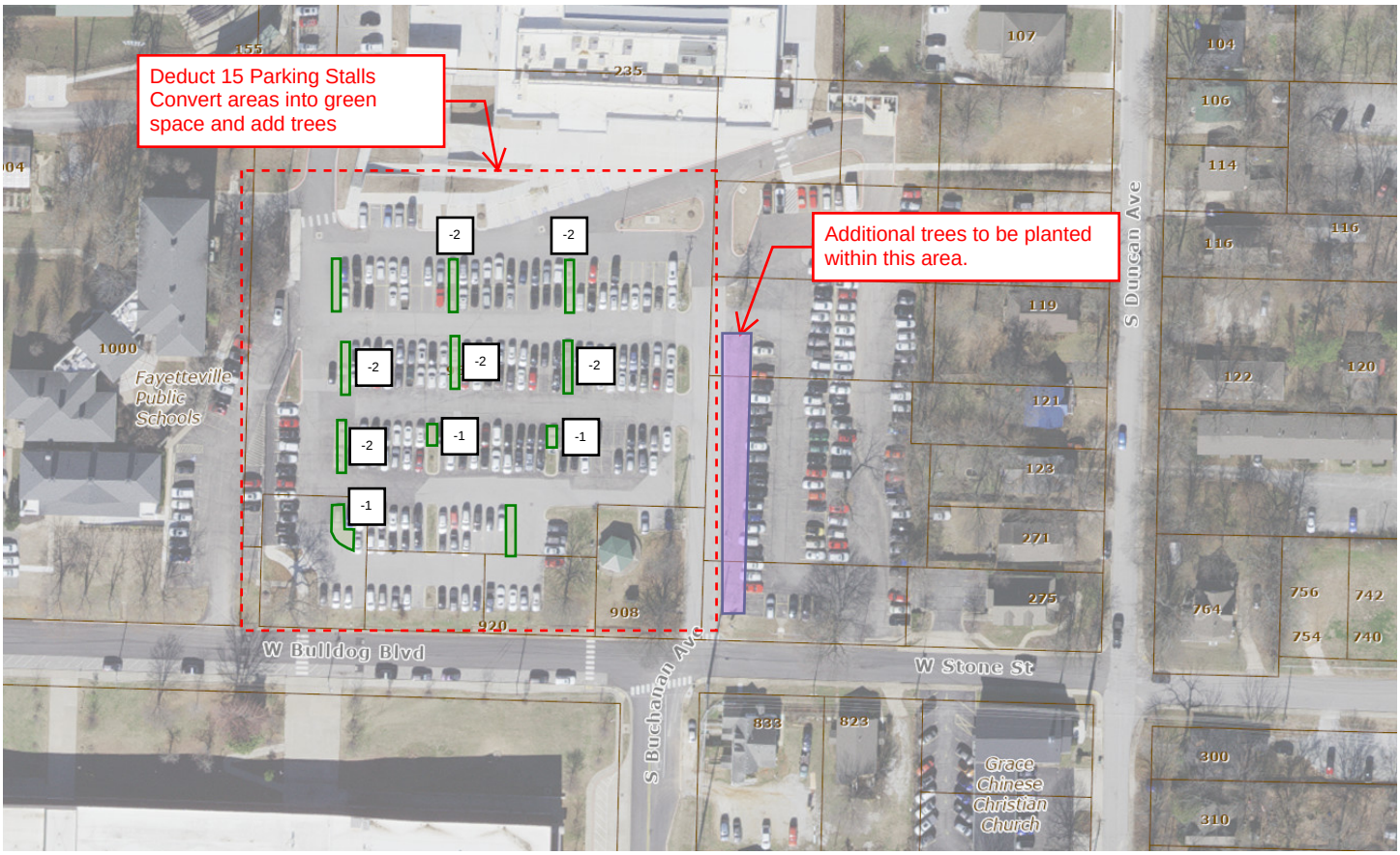


EXHIBIT G

Fayetteville High School

Parking Garage Update

FHS Parking Space Summary

- Grade 9-12 Enrollment
  - 2400 in 2010
  - 2900 = Current
- Parking Spaces at FHS
  - 300 Faculty/Staff
  - 550 Student
- Driving Eligible Students
  - 1300-1800, depending on the time of year
- Annual Estimated Student Parking Demand if Available
  - 900-1200

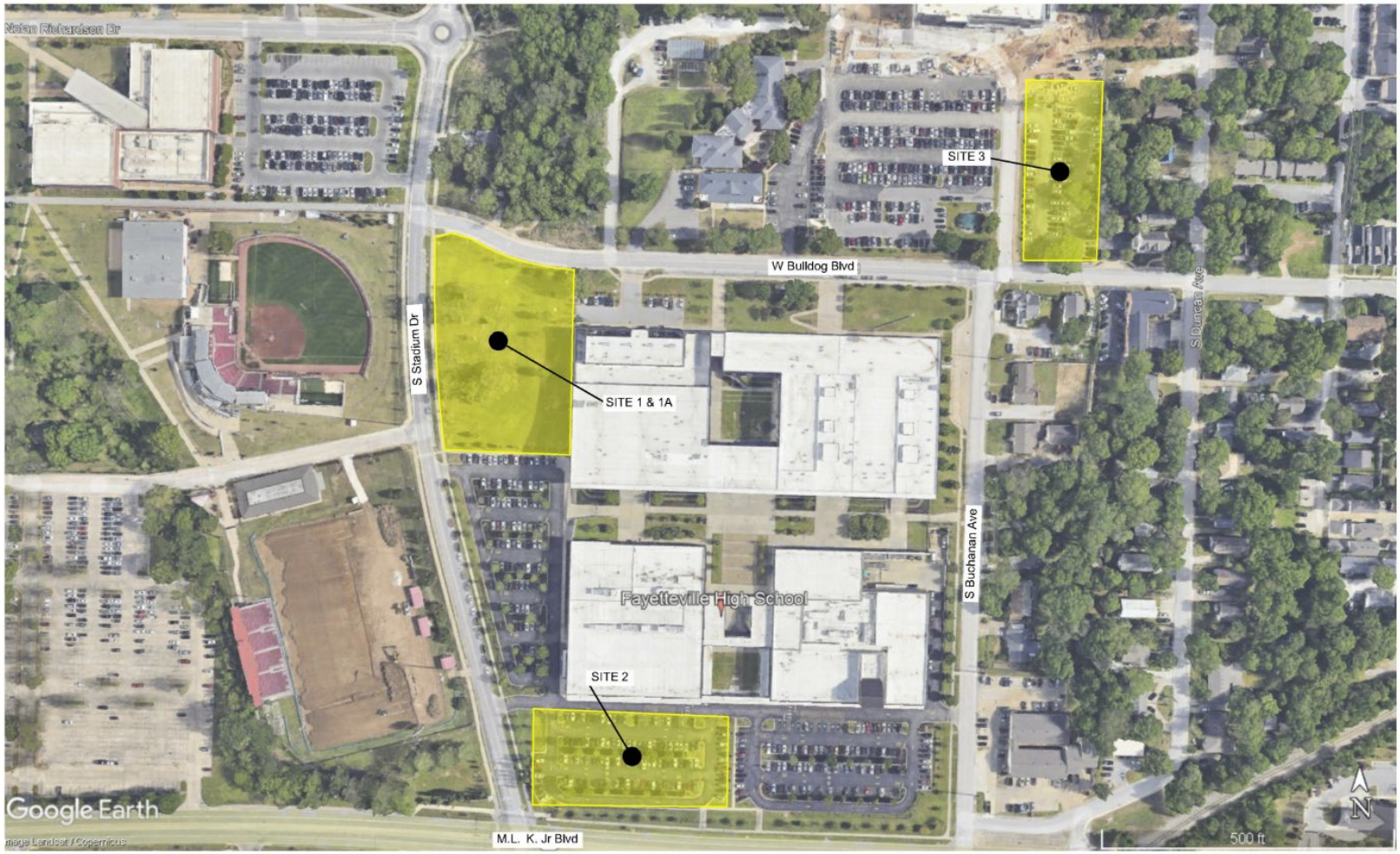
FHS Parking Situation Summary

- In 2011, when construction began for the new FHS:
  - Grade 9-12 Enrollment = 2500
  - U of A Undergraduate Enrollment = 20,349 (27,472 in 2023)
- At one point, the U of A was able to allow FHS students to purchase a parking pass and use their parking lots
  - This is no longer an option due to the growth of the university
- The district has added parking on it's campus, but minimal due to space limitations
- Many students purchase parking from nearing by homeowners, landowners, and businesses as an alternative
  - Parents report paying as much as $1,300 per year for parking

FHS Parking Evaluation

- Option One
  - Purchase adjacent properties and convert to parking
    - Most properties not for sale, which would require the eminent domain process
    - Would take college and neighboring housing and replace with parking lots

- Option Two
  - Construct a parking garage on FHS property
    - Where to build?
    - Smaller footprint, less impervious surface



August 28, 2023

Fayetteville High School Parking Garage

Alternative Parking Garage Sites

994 Martin Luther King Jr. Blvd., Fayetteville, AR

DESMAN Design Management

Parking Garage Site Evaluation

- South (in front) of Fayetteville High School
  - 100 current parking spots would be lost
  - In addition, during the 2 years of construction the number of student parking spaces would be reduce from 550 to only 450.
  - To recoup those 100 parking spots, the increased cost to the parking garage would be an additional $4,000,000+
  - Students would have to navigate driving in the parking garage since the only entrance would be from ground level
  - Supervision of the student-designated portion of the parking garage is a concern
  - The current FHS campus incorporates storm water drainage under the south parking lot
  - Aesthetically, a parking garage as the main focal point when entering the FHS and U of A campuses at MLK and Stadium is not desirable.

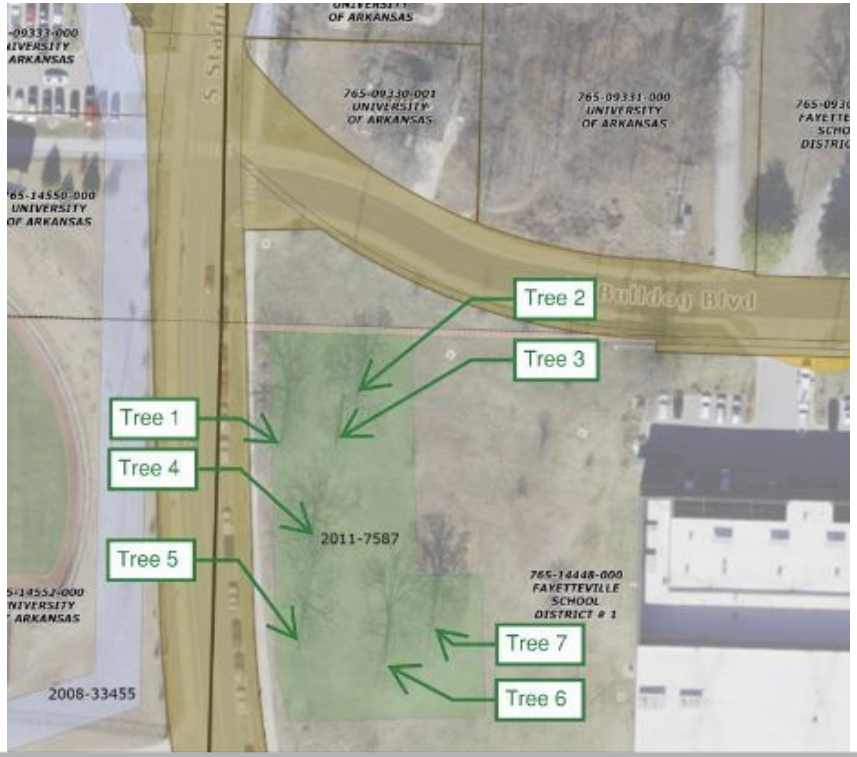
Parking Garage Site Evaluation

- Northeast (in back) of Fayetteville High School
  - 158 current parking spots would be lost
  - In addition, during the 2 years of construction the number of student parking spaces would be reduce from 550 to only 392.
  - To recoup those 158 parking spots, the increased cost to the parking garage would be an additional $6,000,000+
  - Students would have to navigate driving in the parking garage since the only entrance would be from ground level
  - Supervision of the student-designated portion of the parking garage is a concern
  - An additional 400+ pedestrians would be required to cross traffic at two different locations, which would slow down traffic that is already slow moving

Parking Garage Site Evaluation

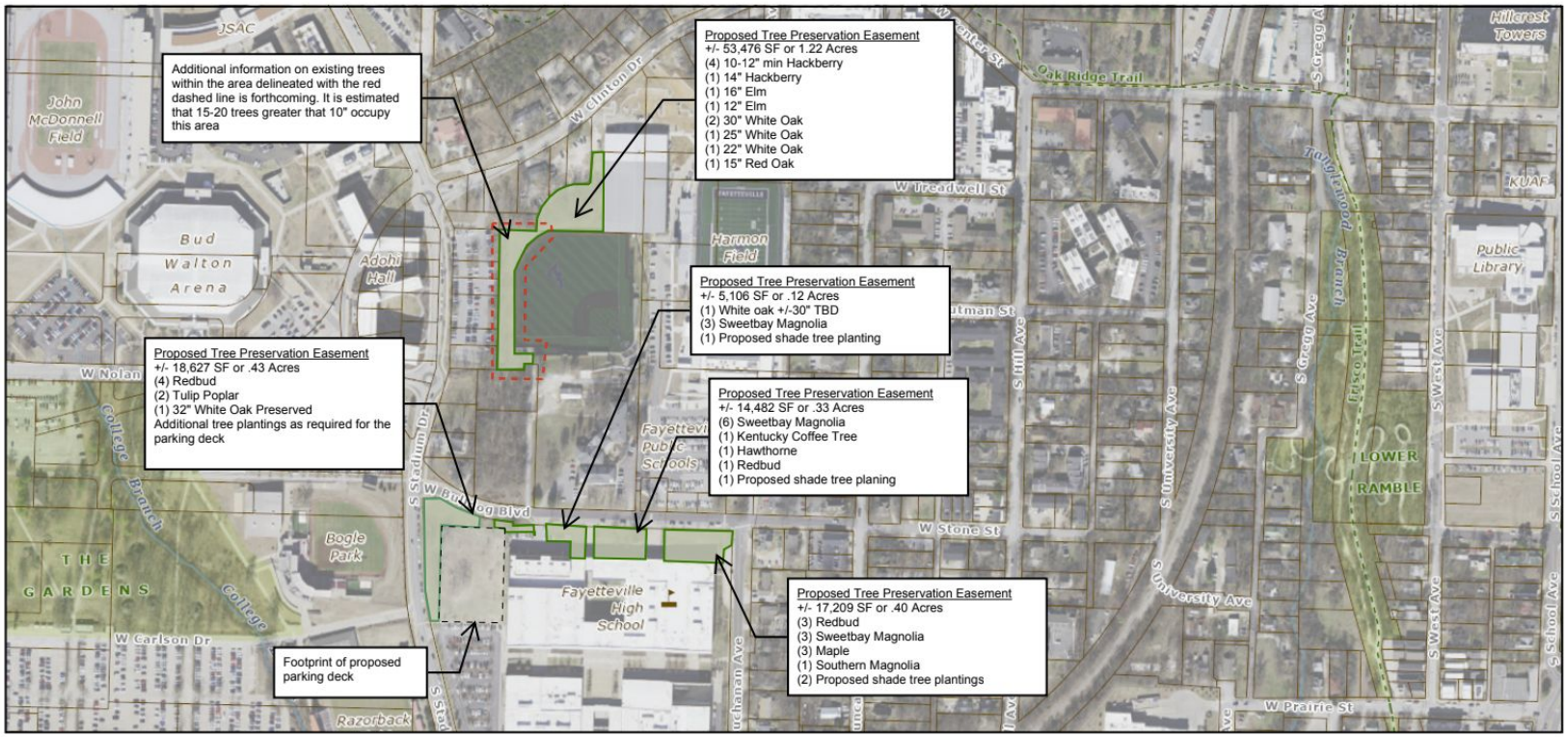
- West (between FHS & Stadium Dr.) of Fayetteville High School
  - No loss of current parking spots during construction
  - The parking garage would connect directly to the school building, thus eliminating additional pedestrians crossing bulldog
  - The slope of that location will allow direct access to the top level from Bulldog Blvd - this eliminates the need for students to navigate a parking garage.
  - The top level of the parking garage will be at ground level for the FHS instructional wing, making it easy to monitor the student parking area.
  - Adds 460+ new student parking spots, increasing the total number of student parking spots to 1,000+

Current Tree Preservation Easement (0.61 acres)



Alternate Preservation Easement Proposal (2+ acres)

Fayetteville High School
Proposed Tree Preservation Easement Option 4



Existing Tree Preservation Easement +/- 0.61 Acres or 26,751.60 SF
Proposed Preservation Easements +/- 2.5 Acres or 108,900.00 SF

***Additional trees exist within the proposed easements. Tree species, counts, and sizes for these will need to be confirmed
***Preservations easement sizes are estimates, final areas may differ

Combined, the Alternate Easement Contains the Following Trees:

- 5 White Oaks (three 30”+, one 25”, and one 22”)
- 1 Red Oak (15”)
- 1 Post oak from current easement (the one in the best health)
- 3 Maple
- 12 Sweetbay Magnolias
- 1 Southern Magnolia
- 5 Hackberry (one 14” and four 10”-12”)
- 2 Elm (16” and 14”)
- 1 Kentucky Coffee
- 1 Hawthorne
- 8 Redbud
- 2 Tulip Poplar
- Several additional trees - miscellaneous

NOTE: Additionally, the district proposes planting an additional 6 to 8 trees in consultation with the city’s Urban Forestry Staff.

The Question of Precedent

- The district believes a precedent already exists for the vacation and replacement of a tree preservation easement when it is beneficial to both the city and the business/organization.
- Dec. 18, 2018 approval of the request from the Fayetteville Public Library to vacate 3,000+ square feet (+/- 0.07 acres), containing 2 significant post oaks, 2 large hackberry trees, and 2 dead trees.
- The proposed, and ultimately approved, alternate easement was 15,000+ square feet (+/- 0.35 acres), with the commitment for tree plantings. No significant trees were noted in the description.
- City staff recommended approval and the city council approved the request unanimously

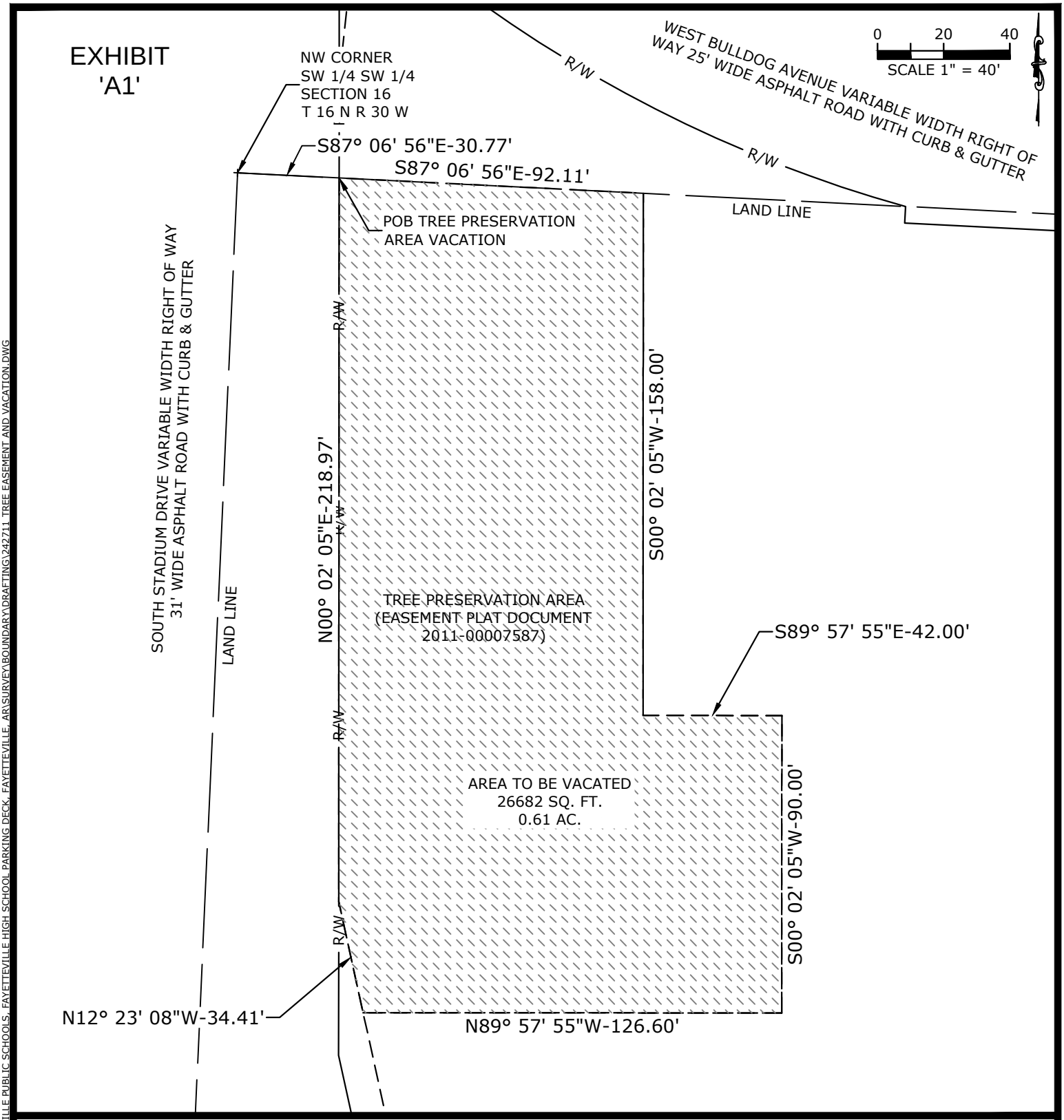
Summary of FPS Alternate Easement Proposal

- Current Easement
  - +/- 0.61 acres of FHS Property
  - Contains 7 significant oak trees
    - One in good health
    - four in fair condition
    - two in poor health

- Proposed New Easement
  - +/- 2.5 acres on FHS Property
  - Contains 7 significant oak trees
    - All in fair to good condition
  - Contains an additional 35 trees of multiple varieties, plus another 15-20 miscellaneous trees
  - District offers to plant an additional 6 to 8 trees; type and location determined in consultation with Urban Forestry staff

Next Steps

- District leadership will meet with city staff during the week of Aug. 26-30
- During this meeting, the alternate tree preservation easement contained within this document will be presented to city staff
- Feedback from staff will be considered and adjustments made to the request, if needed
- Request will be presented to the city council at the Sept. 17th meeting



LEGEND

765-14448-000 — TAX PARCEL NUMBER

411-202 — DEED RECORD

R/W — EXISTING RIGHT-OF-WAY LINE

TREE PRESERVATION AREA PER EASEMENT PLAT 2011-00007587 TO BE VACATED

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
07/16/2024	
SCALE:	PROJ. NUMBER:
AS NOTED	242711

EX-1

EXHIBIT "A" **1**
MAP

FAYETTEVILLE HIGH SCHOOL
FAYETEVILLE, ARKANSAS

FAYETTEVILLE SCHOOL DISTRICT # 1

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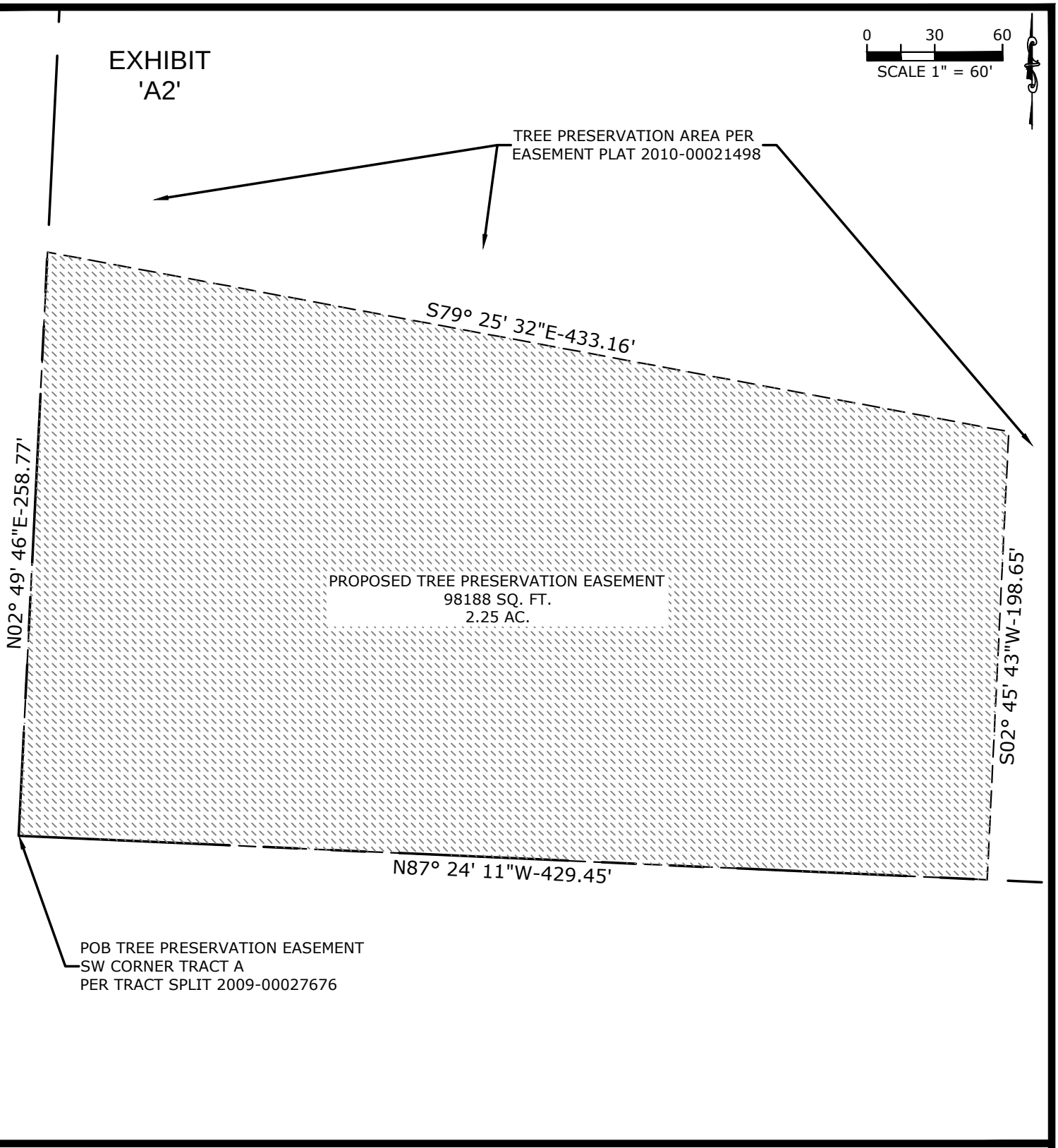
McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

W:\2024\0-SURVEY JOBS\24-2711 - FAYETTEVILLE PUBLIC SCHOOLS, FAYETTEVILLE HIGH SCHOOL PARKING DECK, FAYETTEVILLE, AR\SURVEY\BOUNDARY\DRAFTING\242711 TREE EASEMENT AND VACATION.DWG



LEGEND

765-14295-002 ——— TAX PARCEL NUMBER

2009-27921 ——— DEED RECORD

——— — — ——— EXISTING PROPERTY LINE

PROPOSED TREE PRESERVATION EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
07/16/2024	
SCALE:	PROJ. NUMBER:
AS NOTED	242711

EX-1

EXHIBIT "A" **2**
MAP

HAPPY HOLLOW ELEMENTARY SCHOOL
FAYETTEVILLE, ARKANSAS

FAYETTEVILLE SCHOOL DISTRICT # 1

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FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

W:\2024\0-SURVEY JOBS\24-2711 - FAYETTEVILLE PUBLIC SCHOOLS, FAYETTEVILLE HIGH SCHOOL PARKING DECK, FAYETTEVILLE, AR\SURVEY\BOUNDARY\DRAFTING\242711 TREE EASEMENT AND VACATION.DWG

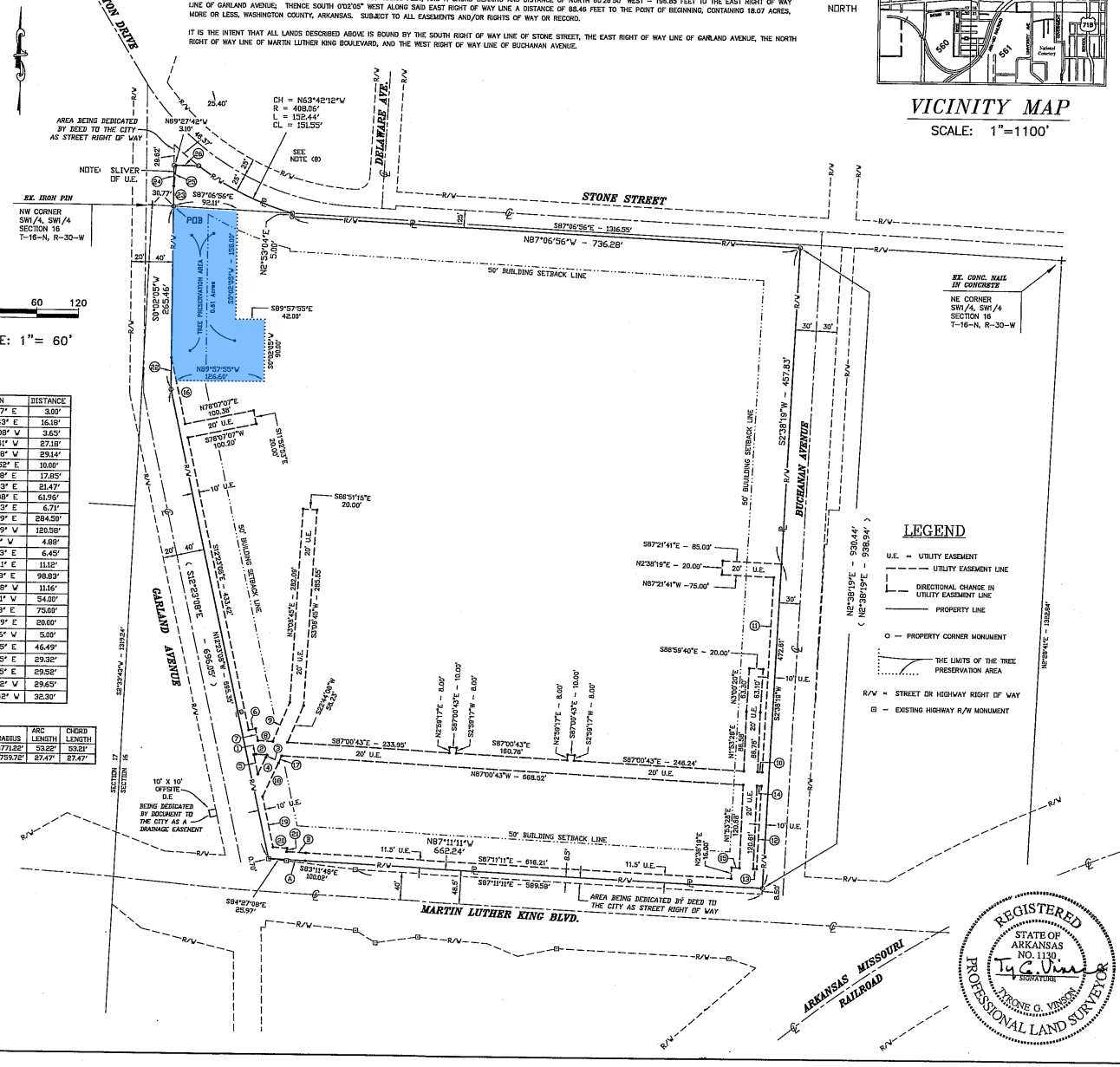
Doc ID: 013828270001 Type: REL
Kind: SURVEY
Recorded: 03/18/2011 at 03:08:47 PM
Fee Amt: $16.00 Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File 2011-00007587

EXHIBIT 'B'

PROPERTY DESCRIPTION

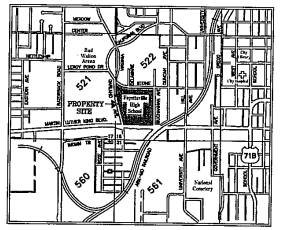
A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 16, T-16-N, R-30-W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 16, THENCE SOUTH 87°06'56" EAST A DISTANCE OF 30.77 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GARLAND AVENUE FOR THE POINT OF BEGINNING, THENCE SOUTH 0°02'05" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 265.46 FEET; THENCE SOUTH 12°23'08" EAST CONTINUING ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 695.05 FEET TO THE NORTH RIGHT OF WAY LINE OF MARTIN LUTHER KING BOULEVARD; THENCE SOUTH 84°27'08" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 25.97 FEET; THENCE SOUTH 83°11'48" EAST CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 100.02 FEET; THENCE SOUTH 87°11'11" EAST CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 589.58 FEET TO THE WEST RIGHT OF WAY LINE OF BUCHANAN AVENUE; THENCE NORTH 2°38'19" EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 938.94 FEET TO THE SOUTH RIGHT OF WAY LINE OF STONE STREET; THENCE NORTH 87°06'56" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 736.28 FEET; THENCE NORTH 2°53'04" EAST CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 16; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 408.06 FEET, AN ARC DISTANCE OF 198.80 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60°26'56" WEST — 196.85 FEET TO THE EAST RIGHT OF WAY LINE OF GARLAND AVENUE; THENCE SOUTH 0°02'05" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 88.46 FEET TO THE POINT OF BEGINNING, CONTAINING 18.07 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND/OR RIGHTS OF WAY OR RECORD.

IT IS THE INTENT THAT ALL LANDS DESCRIBED ABOVE IS BOUND BY THE SOUTH RIGHT OF WAY LINE OF STONE STREET, THE EAST RIGHT OF WAY LINE OF GARLAND AVENUE, THE NORTH RIGHT OF WAY LINE OF MARTIN LUTHER KING BOULEVARD, AND THE WEST RIGHT OF WAY LINE OF BUCHANAN AVENUE.



NO.	DIRECTION	DISTANCE
(1)	N 81°44'17" E	3.00'
(2)	S 87°00'43" E	16.19'
(3)	S 22°44'08" W	3.65'
(4)	S 24°40'41" W	27.18'
(5)	N 12°23'08" W	29.14'
(6)	N 77°36'52" E	10.00'
(7)	S 12°23'08" E	17.85'
(8)	S 87°00'43" E	21.47'
(9)	N 22°44'08" E	61.96'
(10)	S 67°00'43" E	6.71'
(11)	N 2°38'19" E	284.50'
(12)	S 2°38'19" W	120.58'
(13)	N 87°11'11" W	4.88'
(14)	S 87°00'43" E	6.45'
(15)	S 87°11' 11" E	11.12'
(16)	S 12°23'08" E	98.83'
(17)	S 22°44'08" W	11.16'
(18)	S 24°40'41" W	54.00'
(19)	S 12°23'08" E	75.00'
(20)	S 65°26'39" E	20.60'
(21)	S 3°13'56" W	5.00'
(22)	N 0°02'05" E	46.49'
(23)	N 0°02'05" E	29.32'
(24)	N 0°02'05" E	29.52'
(25)	S 6°00'42" W	29.65'
(26)	N 89°27'42" W	32.30'

NO.	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
(A)	N 86°46'56"W	377.28'	53.22'	53.21'
(B)	S 86°58'37"E	3759.72'	27.47'	27.47'



VICINITY MAP
SCALE: 1"=1100'

PROPERTY INFORMATION & NOTES:

(1) OWNER:
FAYETTEVILLE PUBLIC SCHOOLS DISTRICT NO. 1
1001 W. STONE STREET, FAYETTEVILLE, AR 72701
(2) ASSESSOR'S PARCEL NUMBERS:
765-14448-000 SW1/4-SW1/4 SECTION 16, T-16-N, R-30-W
765-03307-000 NW1/4-SW1/4 SECTION 16, T-16-N, R-30-W
(3) DEED RECORD:
DEED BOOK 411 AT PAGE 202 &
DEED BOOK 417 AT PAGES 815 & 816
(4) ACREAGE = NW1/4, SW1/4 = 0.14 ACRES
SW1/4, SW1/4 = 17.93 ACRES
TOTAL ACREAGE = 18.07
(5) FLOOD PLAIN: NO PORTION OF THIS PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) NO. 05143C0092 D. DATED JULY 21, 1999
(6) BASIS OF BEARINGS ARE STATE PLANE COORDINATES.
(7) ZONED: P-1 INSTITUTIONAL
(8) THE NW CORNER OF THIS PROPERTY THAT IS LOCATED IN THE NW1/4, SW1/4 IS DESIGNATED AS LOT 119 OF OAK PARK PLACE ADDITION AS SHOWN ON A 1927 PLAT KEPT IN THE RECORDS OF THE CITY OF FAYETTEVILLE.
(9) ALL BUILDING SETBACKS ARE 50' FROM THE STREET AND HIGHWAY RIGHT OF WAY LINES.
(10) ENGINEER:
McCLELLAND CONSULTING ENGINEERS, INC.
1810 NORTH COLLEGE AVENUE
FAYETTEVILLE, ARKANSAS 72703

LEGEND

U.E. = UTILITY EASEMENT
UTILITY EASEMENT LINE
DIRECTIONAL CHANGE IN UTILITY EASEMENT LINE
PROPERTY LINE
PROPERTY CORNER MONUMENT
THE LIMITS OF THE TREE PRESERVATION AREA
R/W = STREET OR HIGHWAY RIGHT OF WAY
EXISTING HIGHWAY R/W MONUMENT

CERTIFICATE OF OWNERSHIP & DEDICATION :

WE THE UNDERSIGNED OWNER, FAYETTEVILLE SCHOOL DISTRICT NO. 1, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PERSCRIBED BY LAW. THE OWNER ALSO DEDICATES TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITIES COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SIAD EASEMENTS.

3/1/11 — DATE — OWNER

DATE — OWNER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS :

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS PLATTED IN THIS DEVELOPMENT ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

2/23/11 — DATE — ELECTRIC REPRESENTATIVE
2/28/11 — DATE — GAS SERVICE REPRESENTATIVE
2/23/11 — DATE — TELEPHONE REPRESENTATIVE
2/23/11 — DATE — CABLE TELEVISION REPRESENTATIVE
3/4/11 — DATE — CITY OF FAYETTEVILLE REPRESENTATIVE

TREE PRESERVATION AREA

THE TREE PRESERVATION AREAS AS INDICATED ON THIS EASEMENT PLAT CONSTITUTE A COVENANT RUNNING WITH THE TITLE OF THIS SUBJECT PROPERTY AND ARE DENOTED FOR THE PROPERTY OWNERS AND THEIR FUTURE SUCCESSORS, ASSIGNEES OR TRANSFEREES TO PRESERVE, PROTECT AND MAINTAIN EXISTING TREE CANOPY. NO TREE REMOVAL OR LAND DISTURBANCE AS DEFINED WITHIN THE CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT ORDINANCE MAY OCCUR WITHIN THE TREE PRESERVANCE AREA UNLESS APPROVED BY THE CITY OF FAYETTEVILLE. PERSONS SEEKING REMOVAL OF SUCH TREE PRESERVATION AREA, OR REQUESTING TO MODIFY THE PROPERTY IN SUCH A WAY TO AFFECT THE CANOPY WITHIN, MUST SEEK APPROVAL FROM THE CITY COUNCIL THROUGH A REQUEST MADE BY THE LANDSCAPE ADMINISTRATOR OF THE CITY OF FAYETTEVILLE.

APPROVED BY: URBAN FORESTER — 3/16/11 DATE

CERTIFICATE OF APPROVAL FOR RECORDING :

I HEREBY CERTIFY THAT THE LARGE SCALE DEVELOPMENT PLAN FOR THIS PROJECT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD ON June 28 2010.

03-17-2011 — DATE — ZONING AND DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF SURVEY & ACCURACY :

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE.

REGISTERED STATE OF ARKANSAS NO. 1130 TYRONE G. VINSON PROFESSIONAL LAND SURVEYOR

2-23-11 — DATE — TYRONE G. VINSON — APLS NO. 1130 PROFESSIONAL LAND SURVEYOR

© 2011

Original Signature On File

NO.	DATE	BY	REVISIONS DESCRIPTION

McCLELLAND CONSULTING ENGINEERS, INC. — DESIGNED TO SERVE

FAYETTEVILLE HIGH SCHOOL
FAYETTEVILLE, ARKANSAS

TITLE: EASEMENT PLAT
SECTION 16 T-16-N R-30-W

DRAWN BY: BONES	APPROVED: TGV
SCALE: 1" = 60'	DATE: FEB. 2011
JOB. NO. FY102104	FIELD BOOK
SHEET NO.	REV.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1810 N. College Avenue
P.O. Box 1229
Fayetteville, AR 73703/72702-1229
479-443-2377/Fax 479-443-9241
www.mcclelland-engrs.com

EXHIBIT
'C'

July 17, 2024

City of Fayetteville City Council
113 W. Mountain Street
Fayetteville, AR 72701

RE: Fayetteville High School Tree Preservation Easement Vacation

City Council,

Please accept this Tree Preservation Easement Vacation request for the Fayetteville High School. In response to the need for additional parking, The Fayetteville School District would like construct a new parking structure at the southwest corner of S Stadium Dr and W Bulldog Blvd, directly west of the school. Per the Unified Development Code, section 167.03, (7) white oaks were preserved in a prior building expansion phase and captured in a tree preservation easement.

Many factors were considered when selecting a location for the new parking structure. Safety, direct connectivity to the existing high school building, and connectivity and integration into the existing drop off and pickup traffic patters were at the top of the list. Baring the tree preservation easement, this location serves the school's needs the best.

If allowed to be vacated, the .61-acre tree preservation easement on the high school property will be replaced with another tree preservation easement, 2.25 acres, on another property held by the Fayetteville School District, directly south of Happy Hollow Elementary. The larger easement is intended to compensate for the loss of the 25"-32" white oaks on the high school property. The proposed replacement easement consists of 100s of tree, however smaller in size. Species mainly consisting of oak, hickory, elm, and cedar.

Please see the attached documents showing the easement to be vacation and the easement to be dedicated. If you should have any questions, please do not hesitate to contact me. We appreciate your support of this project.

Sincerely,
McClelland Consulting Engineers, Inc.

Chris Bakunas
Land Development Department Head, Senior Associate
(479) 443.2377
cbakunas@mce.us.com

EXHIBIT 'D'

PRELIMINARY NOT FOR CONSTRUCTION	
ORIGINAL SIGNATURE ON FILE	
TEAM	

FAYETTEVILLE HIGH SCHOOL
PARKING GARAGE ADDITION

REVISIONS		
REV	DATE	DESCRIPTION

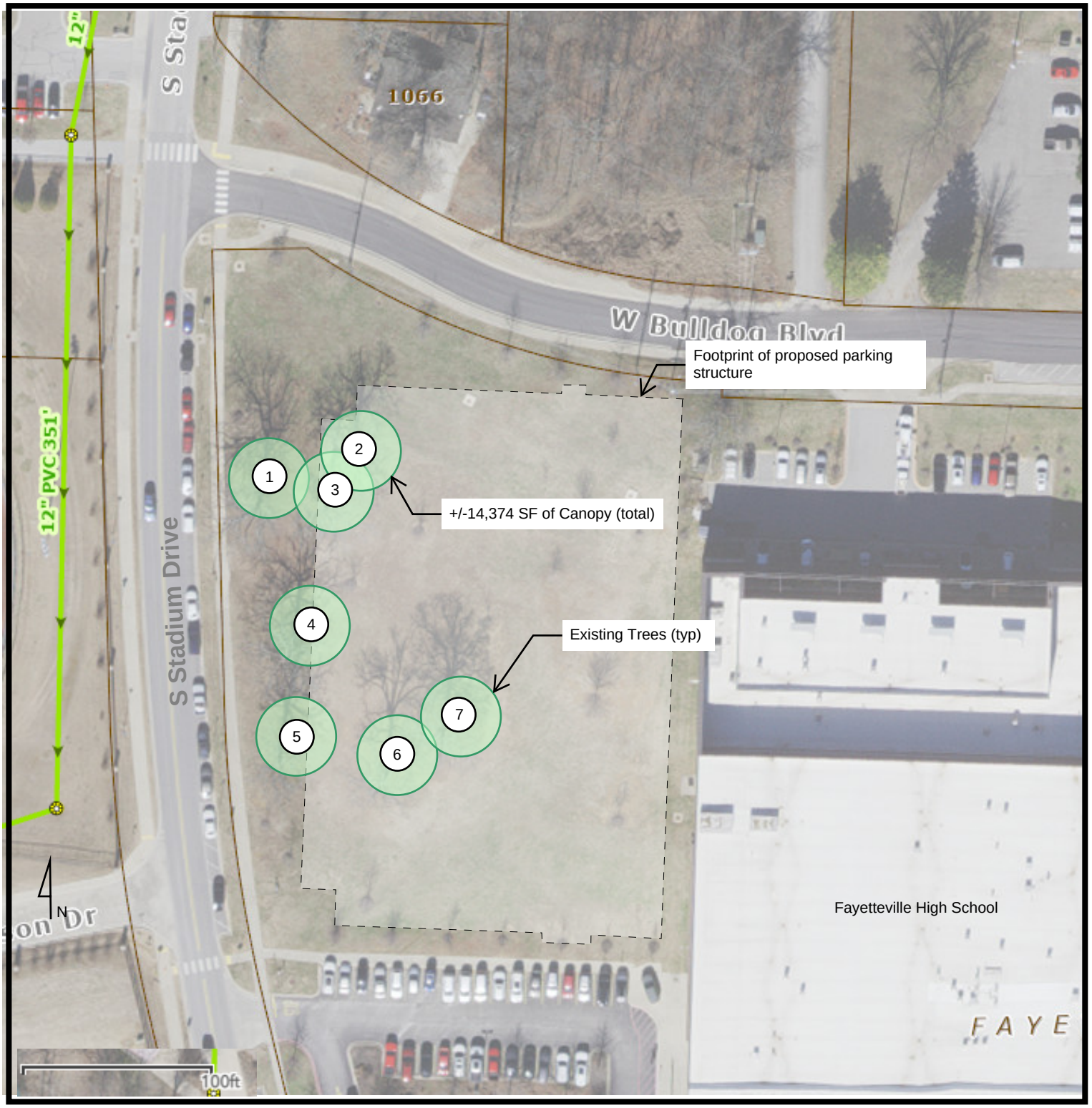
SITE PLAN

DESIGNED BY:	JCM
DRAWN BY:	JCM
DATE:	07/15/2024
REVISION:	SP
SCALE:	1" = 20'
JOB NUMBER:	NWA
SHEET	C1.00

McCLELLAND CONSULTING ENGINEERS, INC.
MCE
ARTHUR D. NEY
HTTP://WWW.MCE.US.COM

EXHIBIT 'E'

Easement to be Vacated (Fayetteville High School Property)

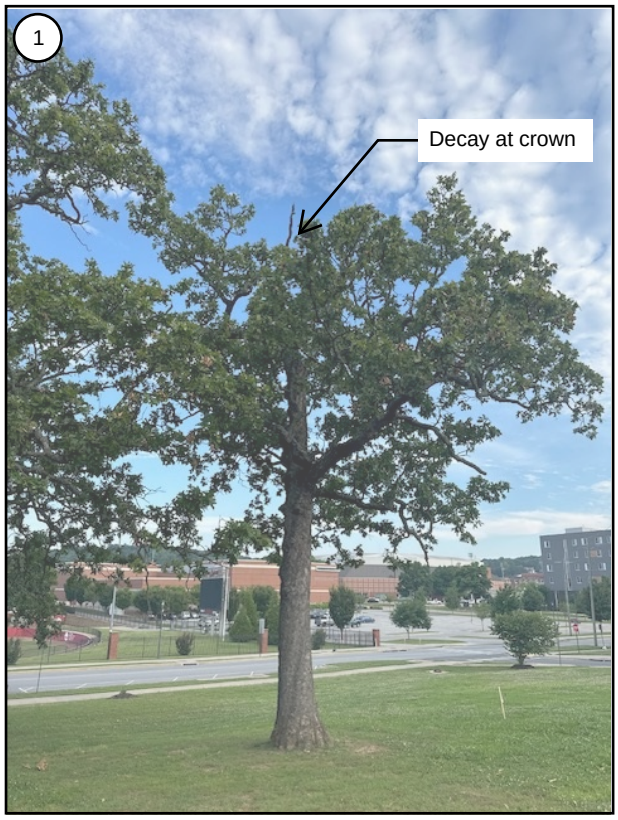


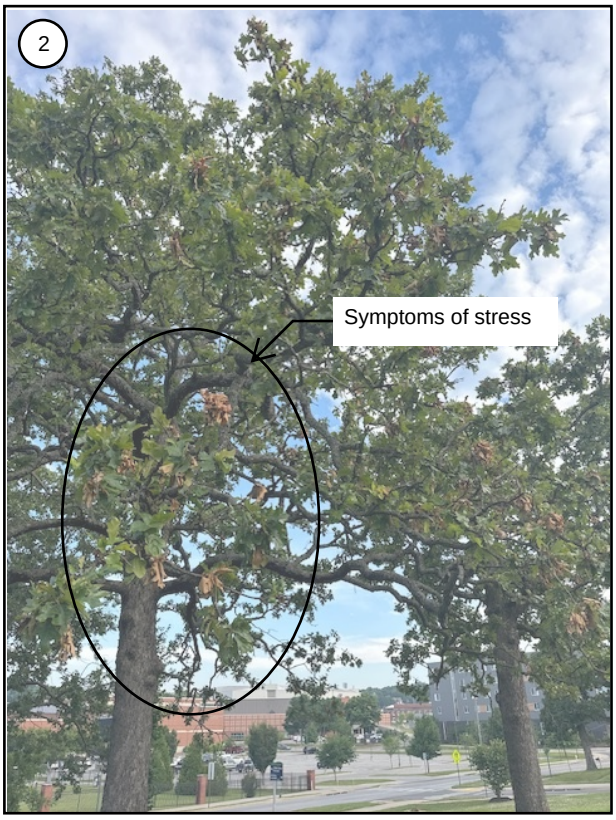
#	Species	DBH in Inches	Notes
1	White Oak	32	Poor structure, prior damage to crown
2	White Oak	30.5	Tree shows some sign of stress via dying leaves, crown previously removed, decay in upper third of canopy.
3	White Oak	32	Tree appears to be in good health other than showing some sign of stress via dying leaves
4	White Oak	35	Decay noted at root flare, hollow core, several areas of decay noted in canopy
5	White Oak	25	Good health
6	White Oak	30.5	Decay noted at root flare, showing some sign of stress via dying leaves, several areas of decay noted in canopy
7	White Oak	29.5	heartwood decay noted, several areas of decay noted in canopy
	Total	214.5	

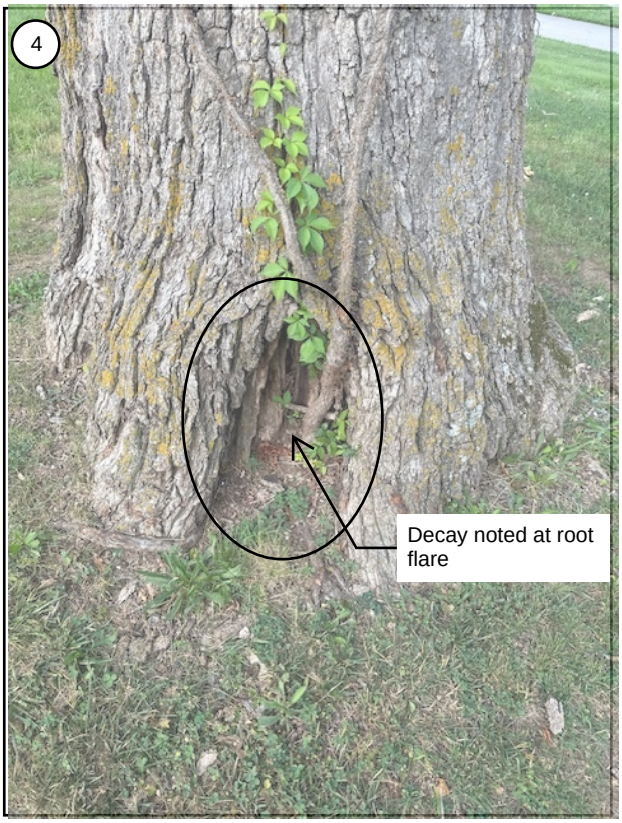
See corresponding photos below

EXHIBIT 'E'

Easement to be Vacated (Fayetteville High School Property)







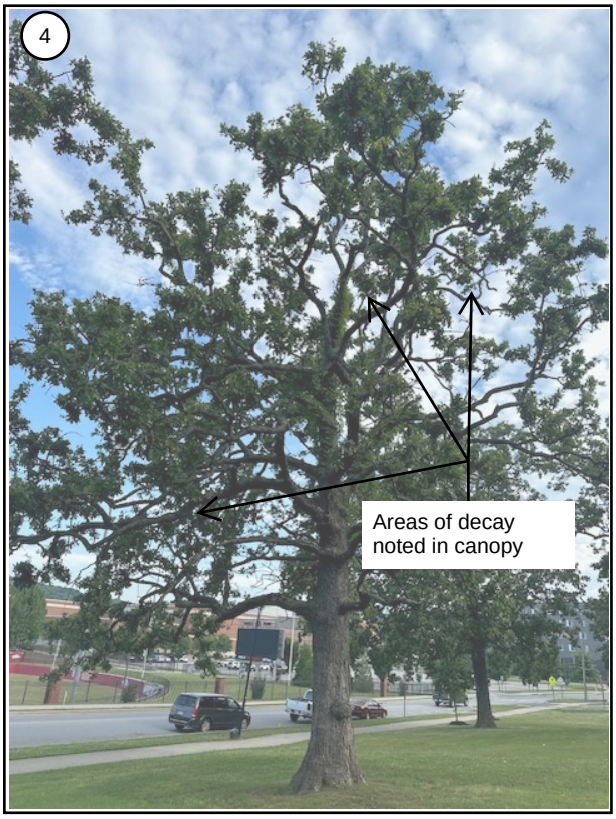


EXHIBIT 'E'

Easement to be Vacated (Fayetteville High School Property)

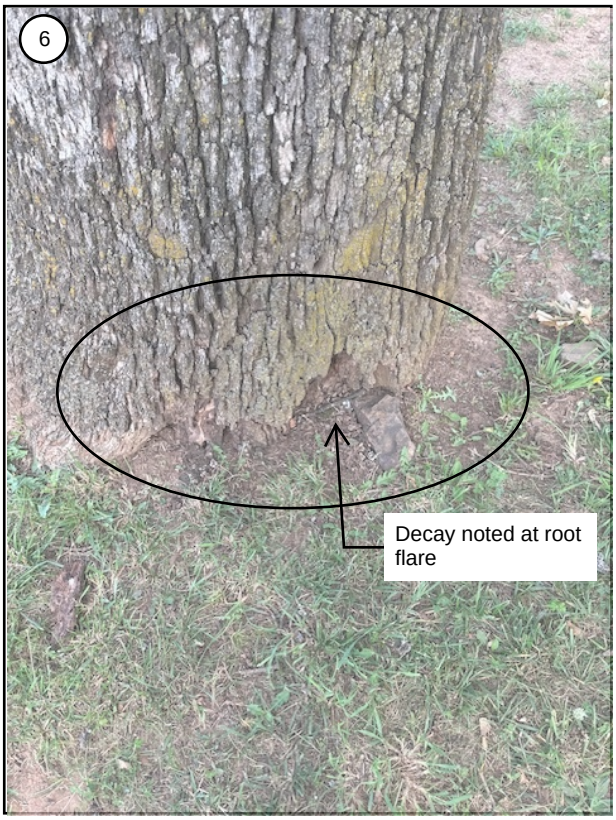


EXHIBIT 'E'

Easement to be Vacated (Fayetteville High School Property)

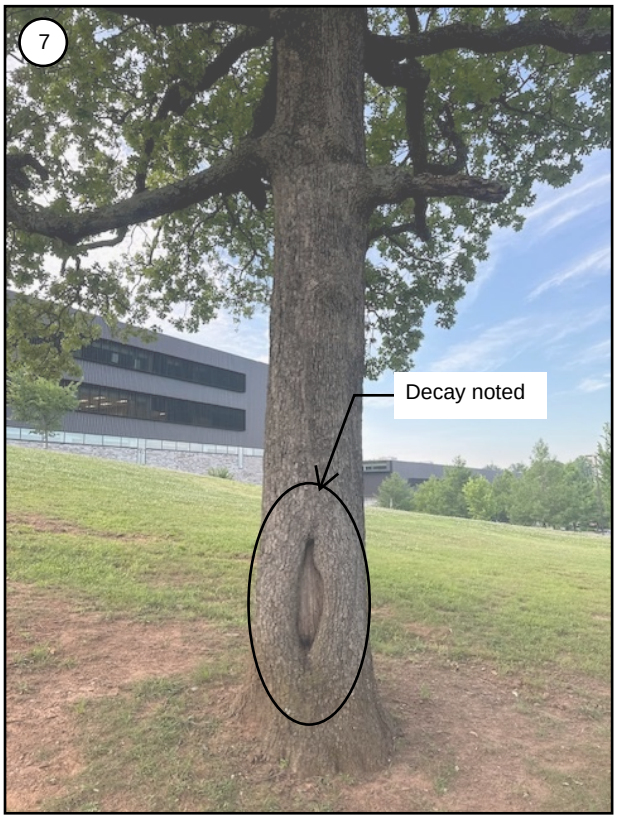
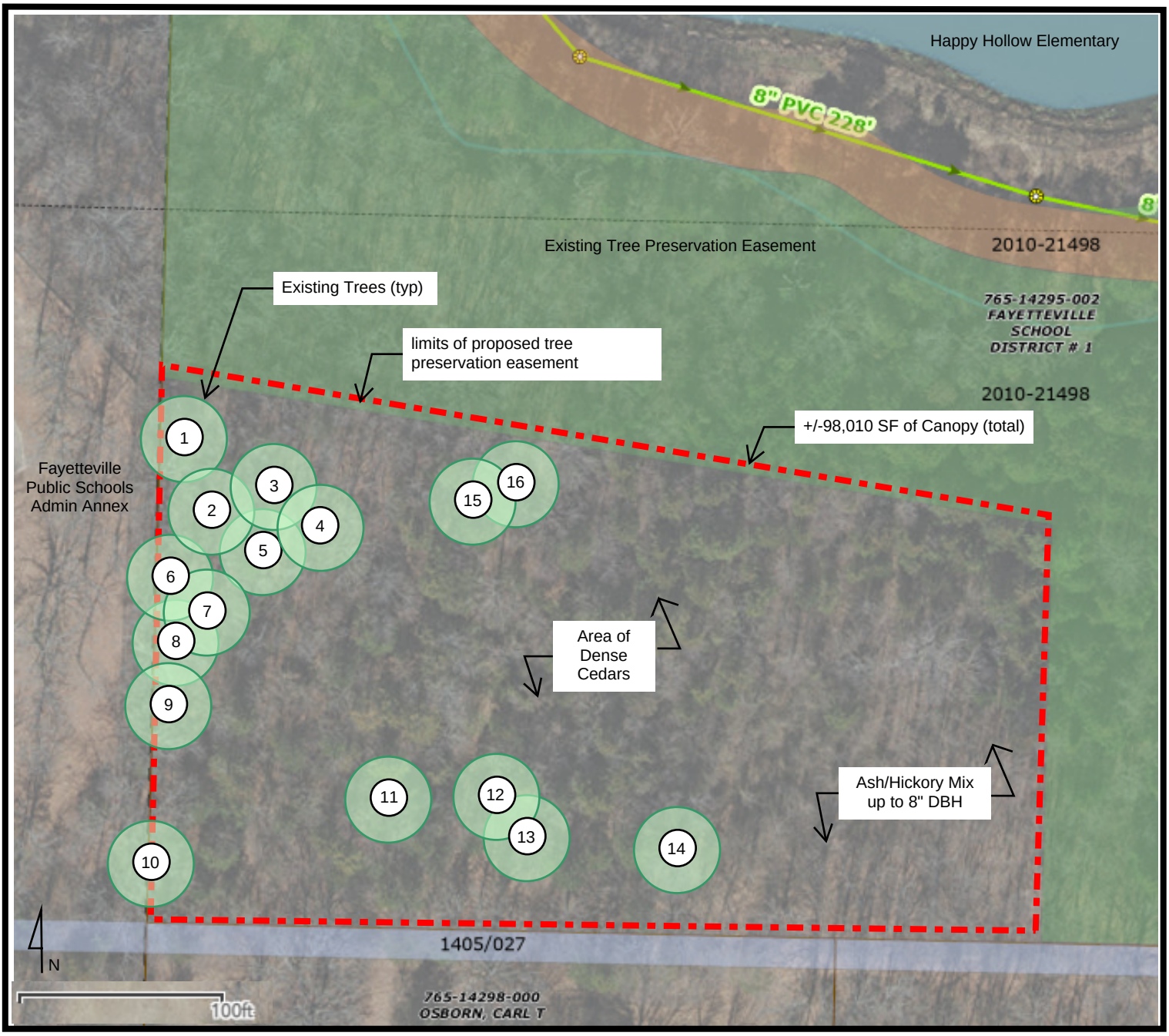


Exhibit - E
Proposed Easement (Happy Hollow Elementary Property)



#	Species	DBH in Inches	Notes
1	White Oak	22	Good health
2	Red Oak	10	Good health
3	Hickory	10	Good health
4	Hickory	10	Good health
5	White Oak	15	Good health
6	White Oak	15	Good health
7	White Oak	12	Good health
8	White Oak	22	Good health
9	White Oak	17	Good health
10	White Oak	18	Good health
11	Red Oak	12	Good health
12	Red Oak	12	Good health
13	Red Oak	12	Good health
14	Red Oak	15	Good health
15	Red Oak	18	Good health
16	Red Oak	18	Good health
	Total	238	Only includes trees 12" or larger. Numerous other smaller trees existing on the site

See corresponding photos below

Exhibit - E
Proposed Easement (Happy Hollow Elementary Property)

Exhibit - E
Proposed Easement (Happy Hollow Elementary Property)

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE VACATION OF 0.61 ACRES OF A TREE PRESERVATION EASEMENT AT 1001 WEST BULLDOG BOULEVARD IN WARD 1 IN EXCHANGE FOR THE FAYETTEVILLE SCHOOL DISTRICT'S OFFER TO DEDICATE AN ADDITIONAL 2.05 ACRES OF TREE PRESERVATION EASEMENT AND IMPLEMENT ADDITIONAL TREE PRESERVATION MEASURES

WHEREAS, the Fayetteville School District would like to vacate approximately 0.61 acres of existing tree preservation easement on property located at 1001 West Bulldog Boulevard to facilitate the construction of a parking deck; and

WHEREAS, the District has offered to dedicate approximately 2.05 acres of tree preservation easement on the Fayetteville High School campus; and

WHEREAS, the District has also committed to implement additional tree preservation measures on site and with future projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines, upon consideration of the conditions set forth below, that the Fayetteville School District has proven to the City Council's satisfaction that the vacation of 0.61 acres of tree preservation easement, as shown on Exhibit A1, on property located at 1001 West Bulldog Boulevard is in the best interest of the City of Fayetteville and therefore grants the Fayetteville School District's request to vacate the existing tree preservation easement as to those 0.61 acres.

Section 2: The vacation and abolishment of the tree preservation easement is conditioned upon the following:

1. The Fayetteville School District shall dedicate approximately 2.05 acres of new tree preservation easement on the Fayetteville High School campus as indicated on Exhibit B attached to the staff memo, including additional plantings in areas noted;
2. Tree removal associated with the proposed parking structure shall be mitigated with on-site tree plantings;
3. The District shall install 15 tree islands and associated shade trees within the existing parking lot north of the Fayetteville High School building and shall plant shade trees in the greenspace adjacent to the east side of South Buchanan Drive's extension north of Bulldog as shown in Exhibit F attached to the staff memo in accordance with the City's landscaping standards;
4. The District shall install tree guards to help minimize damage to new trees in in the areas referenced in Condition 3 and in other areas of high vehicular or pedestrian traffic as required by the City's Urban Forester;
5. The District shall consult with City Urban Forestry staff annually on best practices and an evaluation of tree preservation easements;

6. Tree preservation easements dedicated as part of this vacation and on future District projects shall be memorialized with educational signage to acknowledge their presence and educate campus visitors;
7. The District commits to repurpose trees removed from the vacated easement for furnishings, streambank restoration, or similar purposes in place of disposal or burning;
8. The District shall meet minimum tree canopy requirements for the development of the campus at Joyce Blvd (Parcel 765- 13237-006) through on-site preservation; and
9. The District commits to adhering to the tree preservation ordinance requirements for the forthcoming campus at College Ave (parcel #765-13438-000), with a commitment to pursuing on-site preservation as a priority.

PASSED and **APPROVED** this 17th day of September, 2024.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

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

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **September 12, 2024**

RE: Vacation of the Fayetteville High School Tree Preservation Easement

I have drafted a revised ordinance based on the new staff recommendation regarding the Fayetteville School District's request to vacate the tree preservation easement at Fayetteville High School.

The revised ordinance contains several new conditions that are not part of the ordinance currently under consideration. I am attaching the new proposed ordinance along with the exhibits referenced therein. Exhibit A1 is the tree preservation easement proposed to be vacated. Exhibit B is the new tree preservation easement the District has offered to dedicate on the Fayetteville High School campus. Exhibit F shows the proposed additional tree planting at FHS.

If the City Council wishes to consider the new conditions proposed by the District, please move to amend to the new ordinance.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE VACATION OF 0.61 ACRES OF A TREE PRESERVATION EASEMENT AT 1001 WEST BULLDOG BOULEVARD IN WARD 1 IN EXCHANGE FOR THE FAYETTEVILLE SCHOOL DISTRICT'S OFFER TO DEDICATE AN ADDITIONAL 2.05 ACRES OF TREE PRESERVATION EASEMENT AND IMPLEMENT ADDITIONAL TREE PRESERVATION MEASURES

WHEREAS, the Fayetteville School District would like to vacate approximately 0.61 acres of existing tree preservation easement on property located at 1001 West Bulldog Boulevard to facilitate the construction of a parking deck; and

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WHEREAS, the District has also committed to implement additional tree preservation measures on site and with future projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines, upon consideration of the conditions set forth below, that the Fayetteville School District has proven to the City Council's satisfaction that the vacation of 0.61 acres of tree preservation easement, as shown on Exhibit A1, on property located at 1001 West Bulldog Boulevard is in the best interest of the City of Fayetteville and therefore grants the Fayetteville School District's request to vacate the existing tree preservation easement as to those 0.61 acres.

Section 2: The vacation and abolishment of the tree preservation easement is conditioned upon the following:

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4. The District shall install tree guards to help minimize damage to new trees in in the areas referenced in Condition 3 and in other areas of high vehicular or pedestrian traffic as required by the City's Urban Forester;
5. The District shall consult with City Urban Forestry staff annually on best practices and an evaluation of tree preservation easements;

6. Tree preservation easements dedicated as part of this vacation and on future District projects shall be memorialized with educational signage to acknowledge their presence and educate campus visitors;
7. The District commits to repurpose trees removed from the vacated easement for furnishings, streambank restoration, or similar purposes in place of disposal or burning;
8. The District shall meet minimum tree canopy requirements for the development of the campus at Joyce Blvd (Parcel 765- 13237-006) through on-site preservation; and
9. The District commits to adhering to the tree preservation ordinance requirements for the forthcoming campus at College Ave (parcel #765-13438-000), with a commitment to pursuing on-site preservation as a priority.

PASSED and **APPROVED** this 17th day of September, 2024.

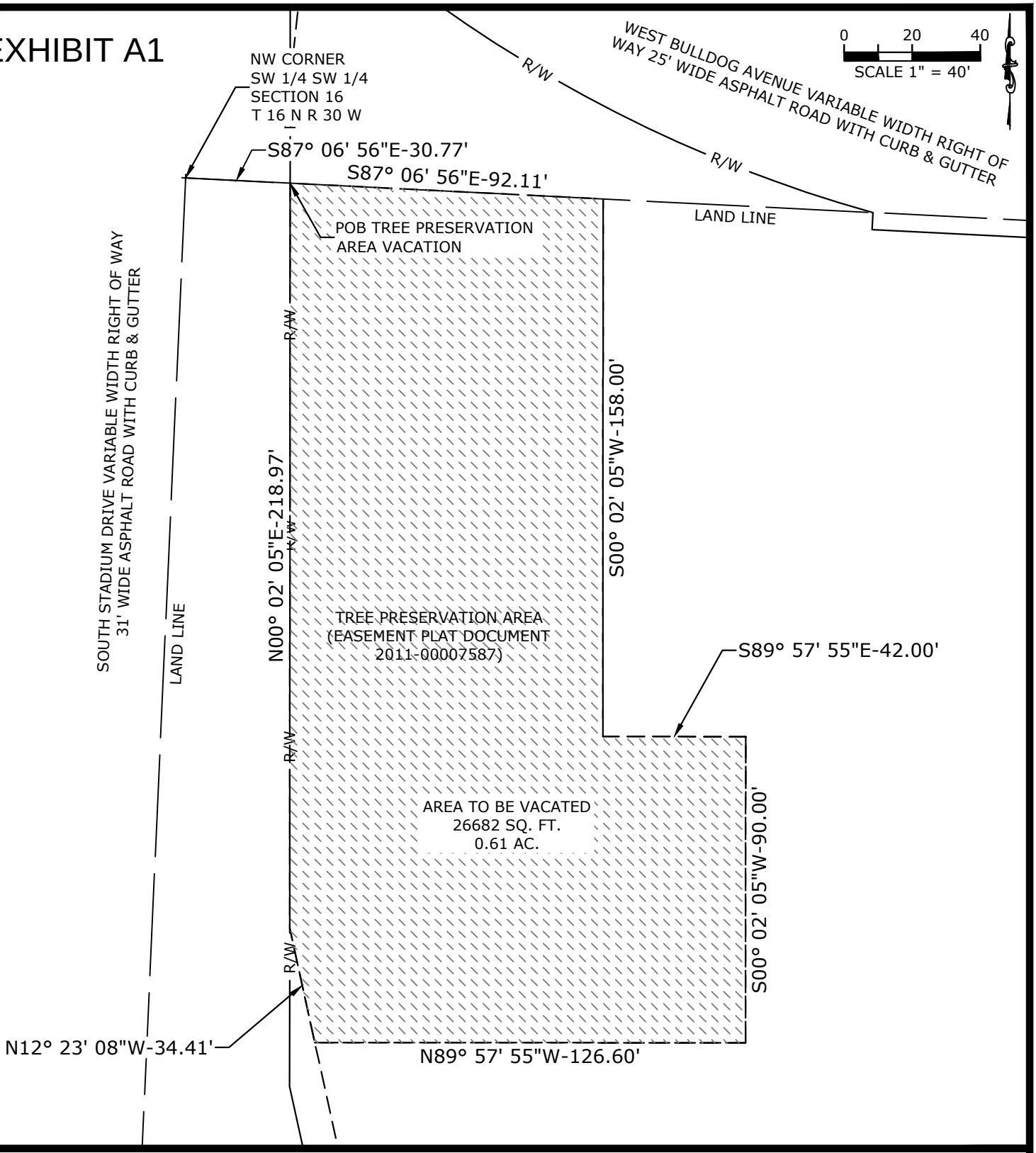
APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

EXHIBIT A1



LEGEND

765-14448-000 — TAX PARCEL NUMBER

411-202 — DEED RECORD

R/W — EXISTING RIGHT-OF-WAY LINE

TREE PRESERVATION AREA PER EASEMENT PLAT 2011-00007587 TO BE VACATED

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
07/16/2024	
SCALE:	PROJ. NUMBER:
AS NOTED	242711

EX-1

EXHIBIT "A" **1**
MAP

FAYETTEVILLE HIGH SCHOOL
FAYETEVILLE, ARKANSAS

FAYETTEVILLE SCHOOL DISTRICT # 1

©2024

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

W:\2024\0-SURVEY JOBS\24-2711 - FAYETTEVILLE PUBLIC SCHOOLS, FAYETTEVILLE HIGH SCHOOL PARKING DECK, FAYETTEVILLE, AR\SURVEY\BOUNDARY\DRAFTING\242711 TREE EASEMENT AND VACATION.DWG

EXHIBIT B

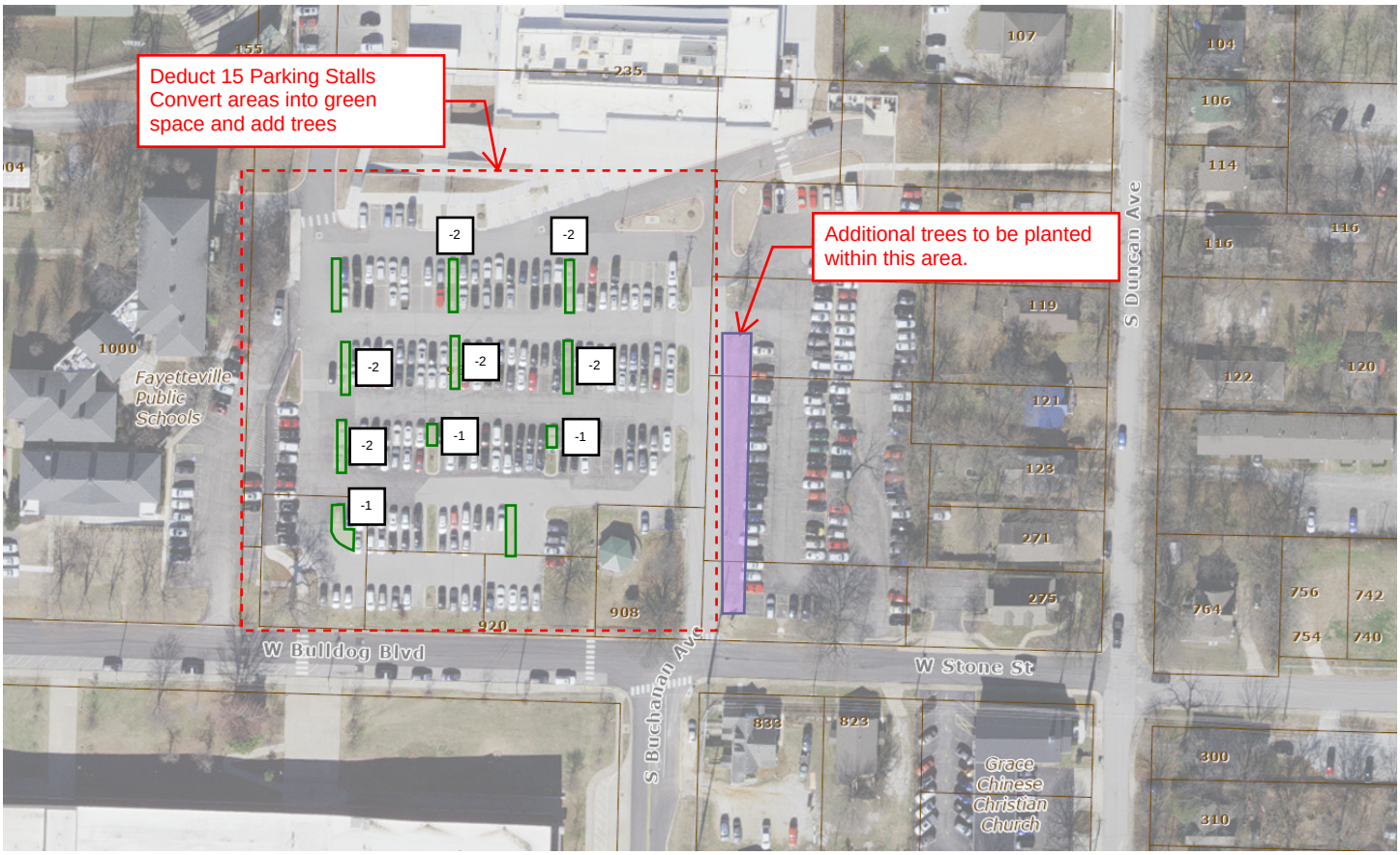
Fayetteville High School
Proposed Tree Preservation Areas - Alternate Option

Existing Tree Preservation Easement +/- 0.61 Acres or 26,751.60 SF
Proposed Preservation Easements +/- 2.05 Acres or 89,792 SF

***Preservations easement sizes are estimates, final areas may differ and will be documented in a formal easement document.
Additional trees beyond what is noted in the delineated areas exist. Only trees of significant value were documented.***

EXHIBIT F

Fayetteville High School
Tree Island Additions at SWAC Building



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-445

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Laura Gray – Second Water Damage Claim at 1284 E. Shadow Ridge Dr.**

RECOMMENDATION:
Staff recommends a resolution pursuant to §39.10(C)(4) of the Fayetteville City Code to authorize the Mayor to pay the total amount of $56,549.22 to Laura Gray for a water damage claim arising at 1284 E. Shadow Ridge Dr.

BACKGROUND:
On November 5, 2022, the City experienced a second 8-inch water main break on East Shadow Ridge Drive. Laura Gray owns the home located at 1284 E Shadow Ridge Drive. This water main break caused flooding to the Gray residence. Laura Gray's insurance company denied her claim, so she filed a damage claim with the City after the incident. Estimates were received for additional foundation repairs, landscaping repairs, painting and drywall repairs, and pool and spa repairs.

DISCUSSION:
Below are the estimates for the first damage claim submitted by Laura Gray as shown on the initial Resolution 199-23:

Damage Estimates:
• Foundation Recovery Systems - $50,811.81
• Ecograss Landscaping - $5,000.00
• CR Painting and Drywall - $3,600.00
• Burton Pools - $349.01
• The Pool and Spa Store - $493.88
• Spa Replacement (depreciated using NWA Claims) - $9,492.16
Total - $69,746.80

Staff suggests that the City pay for the following additional amounts in this claim to comply with the direction provided by the City Attorney:
- $811.81 – Remainder of the low bid foundation
- Landscaping – Utilize most recent estimate from adjuster (NWA Claims, LLC)
- Painting and drywall – Utilize most recent estimate from adjuster (NWA Claims, LLC)
- $349.01 – Burton Pools (Hot tub)
- $493.88 – The Pool and Spa Store
- $9,492.16 – Spa replacement estimate from the adjuster

Total Additional Payment for First Damage Claim - $11,146.86

Pursuant to the first damage claim (Resolution 199-23), the City paid $50,000.00 to Foundation Specialties of Northwest Arkansas, LLC on behalf of Laura Gray. The total amount requested for damages for the first damage claim was $69,746.86. With the exception of the Ecograss Landscaping quote ($5,000.00) and the CR Painting and Drywall quote ($3,600.00), the amount requested by the claimant that was not paid with the first claim was **$11,146.86**. Those two exceptions are not included in the payment amount for the first claim because those repair estimates were updated by the adjuster (NWA Claims, LLC) following the second claim.

NWA Claims, LLC provided a damage estimate for all remaining repairs to be completed in the amount of **$45,402.36**, which includes additional foundation work required on the residence in the amount of $21,870.00.

Staff recommends approval of a payment to Laura Gray in the amount of **$56,549.22** to settle the two water damage claims at 1284 E. Shadow Ridge Dr.

BUDGET/STAFF IMPACT:
Funds are available in the Self Insurance – Non-Vehicular Damage account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), NWA Claims Estimate (#4), 199-23 Resolution (#5), Final Draft with_without Removal Depreciation (#6), Laura Gray Damage Claim - Additional Work and Updated Resolution (#7)

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

File #: 2024-445

Laura Gray – Second Water Damage Claim at 1284 E. Shadow Ridge Dr.

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE TOTAL AMOUNT OF $56,549.22 TO LAURA GRAY FOR A WATER DAMAGE CLAIM ARISING AT 1284 EAST SHADOW RIDGE DRIVE

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may approve the payment of water or sewer damage claims exceeding $35,000.00 up to $50,000.00; and

WHEREAS, the City has received estimates for repairs due to water damage at 1284 East Shadow Ridge Drive in the total amount of $56,549.22.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the total amount of $56,549.22 to or on behalf of Laura Gray for expenses related to the water main break damage at 1284 East Shadow Ridge Drive.

City of Fayetteville Staff Review Form

2024-445

Item ID

9/17/2024

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

Tim Nyander	8/29/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends a resolution pursuant to §39.10(C)(4) of the Fayetteville City Code to authorize the Mayor to pay the total amount of $56,549.22 to Laura Gray for a water damage claim arising at 1284 E. Shadow Ridge Dr.

Budget Impact:

5400.720.4310-5311.04	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	180,000.00
		Expenses (Actual+Encum)	$	120,384.71
		Available Budget	$	59,615.29
Does item have a direct cost?	Yes	Item Cost	$	56,549.22
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	3,066.07

V20221130

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

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

Original Contract Number: _____

Comments:

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Insured:	Laura Gray	Cellular:	(479) 587-8157
Property:	1284 E. Shadow Ridge Drive Fayetteville, AR 72701		
Claim Rep.:	Mark Deaton	Business:	(479) 871-3700
Estimator:	Mark Deaton	Business:	(479) 871-3700

Claim Number: **Policy Number:** **Type of Loss:** Water Damage

Date of Loss:		Date Received:	5/6/2024 12:06 PM
Date Inspected:		Date Entered:	5/16/2024 12:01 PM

Price List:	ARFA8X_JUN24 Restoration/Service/Remodel
Estimate:	2024-06-15-1201

PROPERTY DAMAGE DISCLAIMER: PLEASE READ CAREFULLY

NWA Claims, LLC . is not authorized to: (1) make coverage determinations, (2) secure contractors, (3) authorize OR suggest payments, or (4) authorize work of any kind whatsoever.

NWA Claims, LLC . will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

OUR ESTIMATE IS NOT A PROMISE OF PAYMENT OR CONSTITUTES SETTLEMENT OR AN OFFER OF SETTLEMENT; IT IS NOT AN AUTHORIZATION FOR REPAIRS.

Our estimate does not create coverage under a policy where coverage does not or did not exist.

Preparation of our estimate does not prevent an insurance company from reserving its rights under a policy, or from exercising its rights as outlined within the policy.

This estimate is subject to review by the client/insurance company.

NWA Claims, LLC . is not responsible for payment to any third party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.

NWA Claims, LLC.

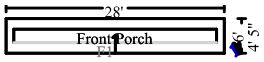
P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

2024-06-15-1201

SKETCH1

Main Level

Front Porch

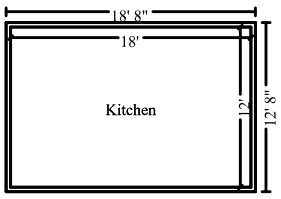


166.85 Surface Area
67.92 Total Perimeter Length
1.67 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Top Coat-Seal *	166.85 SF	5.27	105.52	175.86	1,160.68	(0.00)	1,160.68
Totals: Front Porch			**105.52**	**175.86**	**1,160.68**	**0.00**	**1,160.68**
Total: Main Level			**105.52**	**175.86**	**1,160.68**	**0.00**	**1,160.68**
Total: SKETCH1			**105.52**	**175.86**	**1,160.68**	**0.00**	**1,160.68**

SKETCH2

Main Level



Kitchen **Height: 8'**

480.00 SF Walls
696.00 SF Walls & Ceiling
24.00 SY Flooring
60.00 LF Ceil. Perimeter
216.00 SF Ceiling
216.00 SF Floor
60.00 LF Floor Perimeter

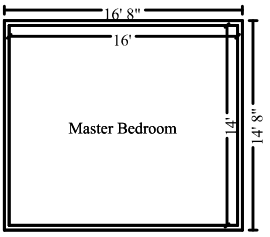
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
2. Drywall (Bid Item)	1.00 EA	2,721.57	326.59	544.32	3,592.48	(0.00)	3,592.48
To Include First Estimate and Second Estimate							
3. Paint wall - celing *	1,600.00 SF	1.57	301.44	502.40	3,315.84	(0.00)	3,315.84
4. Scrape Floor-Prep*	216.00 SF	0.66	17.11	28.52	188.19	(0.00)	188.19
5. Remove Travertine tile *	216.00 SF	2.82	73.09	121.82	804.03	(0.00)	804.03
6. Travertine tile - High grade	216.00 SF	14.52	376.36	627.26	4,139.94	(0.00)	4,139.94
Totals: Kitchen			**1,094.59**	**1,824.32**	**12,040.48**	**0.00**	**12,040.48**
Total: Main Level			**1,094.59**	**1,824.32**	**12,040.48**	**0.00**	**12,040.48**
Total: SKETCH2			**1,094.59**	**1,824.32**	**12,040.48**	**0.00**	**12,040.48**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

SKETCH3

Main Level



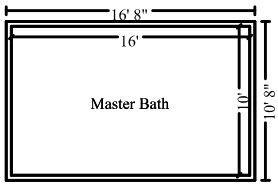
Master Bedroom **Height: 8'**

480.00	SF Walls	224.00	SF Ceiling
704.00	SF Walls & Ceiling	224.00	SF Floor
24.89	SY Flooring	60.00	LF Floor Perimeter
60.00	LF Ceil. Perimeter		

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7. Drywall Repair - Minimum Charge - Labor and Material	1.00 EA	471.57	56.59	94.32	622.48	(0.00)	622.48
8. Painting - Minimum Charge - Labor and Material	1.00 EA	258.08	30.97	51.62	340.67	(0.00)	340.67
Totals: Master Bedroom			**87.56**	**145.94**	**963.15**	**0.00**	**963.15**
Total: Main Level			**87.56**	**145.94**	**963.15**	**0.00**	**963.15**
Total: SKETCH3			**87.56**	**145.94**	**963.15**	**0.00**	**963.15**

SKETCH4

Main Level



Master Bath **Height: 8'**

416.00	SF Walls	160.00	SF Ceiling
576.00	SF Walls & Ceiling	160.00	SF Floor
17.78	SY Flooring	52.00	LF Floor Perimeter
52.00	LF Ceil. Perimeter		

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Remove Ceramic tile*	160.00 SF	2.82	54.14	90.24	595.58	(0.00)	595.58
10. Ceramic tile*	160.00 SF	9.76	187.39	312.32	2,061.31	(0.00)	2,061.31
11. Scrape Floor-Prep*	160.00 SF	0.66	12.67	21.12	139.39	(0.00)	139.39
12. Drywall Repair - Minimum Charge - Labor and Material	1.00 EA	471.57	56.59	94.32	622.48	(0.00)	622.48
13. Painting - Minimum Charge - Labor and Material	1.00 EA	258.08	30.97	51.62	340.67	(0.00)	340.67
Totals: Master Bath			**341.76**	**569.62**	**3,759.43**	**0.00**	**3,759.43**

Entry/Foyer

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
14. Drywall Repair - Minimum Charge - Labor and Material	1.00 EA	471.57	56.59	94.32	622.48	(0.00)	622.48
15. Painting - Minimum Charge - Labor and Material	1.00 EA	258.08	30.97	51.62	340.67	(0.00)	340.67
16. Detach & Reset Exterior door - Realign*	1.00 EA	24.09	2.89	4.82	31.80	(0.00)	31.80
Totals: Entry/Foyer			**90.45**	**150.76**	**994.95**	**0.00**	**994.95**

Crawlspace

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17. Foundation (Bid Item)*	1.00 EA	21,870.00	0.00	0.00	21,870.00	(0.00)	21,870.00
18. Mildew Treatment-Crawlspace *	620.00 SF	3.82	284.21	473.68	3,126.29	(0.00)	3,126.29
Treat Mildew Which Has Occurred On Subfloor Framing							
Totals: Crawlspace			**284.21**	**473.68**	**24,996.29**	**0.00**	**24,996.29**

Landscaping

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. Remove Railroad ties	120.00 LF	4.24	61.06	101.76	671.62	(0.00)	671.62
20. Railroad ties	120.00 LF	5.15	74.16	123.60	815.76	(0.00)	815.76
Totals: Landscaping			**135.22**	**225.36**	**1,487.38**	**0.00**	**1,487.38**
Total: Main Level			**851.64**	**1,419.42**	**31,238.05**	**0.00**	**31,238.05**
Total: SKETCH4			**851.64**	**1,419.42**	**31,238.05**	**0.00**	**31,238.05**
Line Item Totals: 2024-06-15-1201			**2,139.31**	**3,565.54**	**45,402.36**	**0.00**	**45,402.36**

Grand Total Areas:

1,376.00	SF Walls	600.00	SF Ceiling	1,976.00	SF Walls and Ceiling
600.00	SF Floor	66.67	SY Flooring	172.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	172.00	LF Ceil. Perimeter
600.00	Floor Area	658.67	Total Area	1,376.00	Interior Wall Area
1,663.98	Exterior Wall Area	180.00	Exterior Perimeter of Walls		
166.85	Surface Area	1.67	Number of Squares	67.92	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Summary for Dwelling

Line Item Total	39,697.51
Overhead	1,782.77
Profit	1,782.77
Total Sales Tax	2,139.31
Replacement Cost Value	**$45,402.36**
Net Claim	**$45,402.36**

Mark Deaton

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Total Sales Tax (10%)	Manuf. Home Tax (6.5%)
Line Items	1,782.77	1,782.77	2,139.31	0.00
Total	**1,782.77**	**1,782.77**	**2,139.31**	**0.00**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

1 1-Front

2 2-Front

3 3-Front

4 4-Address
Date Taken: 5/6/2024

5 5-Front Proch
Date Taken: 5/6/2024

6 6-Front Porch

7 7-Front Porch
Date Taken: 5/6/2024

8 8-Front Proch

9 9-Front Porch

10 10-Front Porch
Date Taken: 5/6/2024

11 11-Entry
Date Taken: 5/6/2024

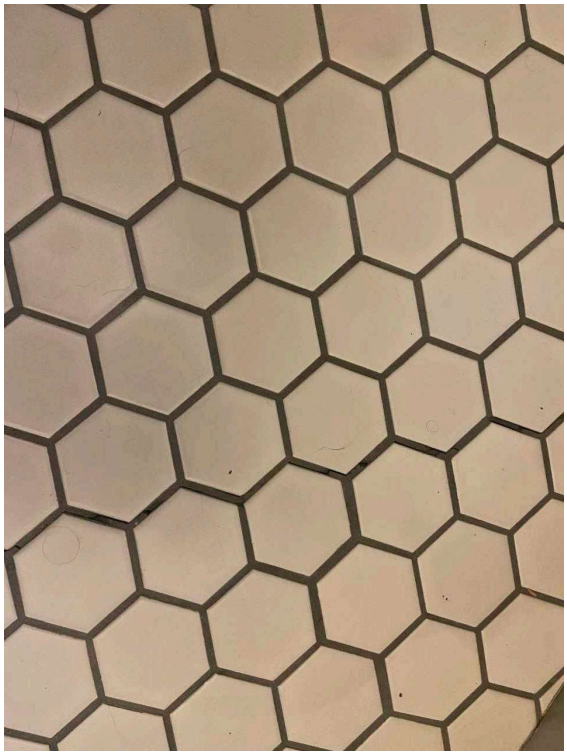
12 12-Entry
Date Taken: 5/6/2024

13 13-Entry
Date Taken: 5/6/2024

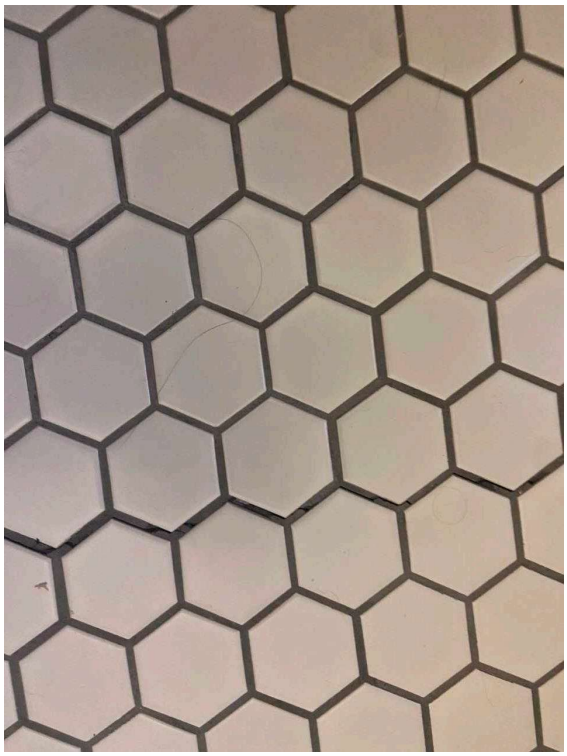
14 14-Entry
Date Taken: 5/6/2024

15 15-Entry
Date Taken: 5/6/2024

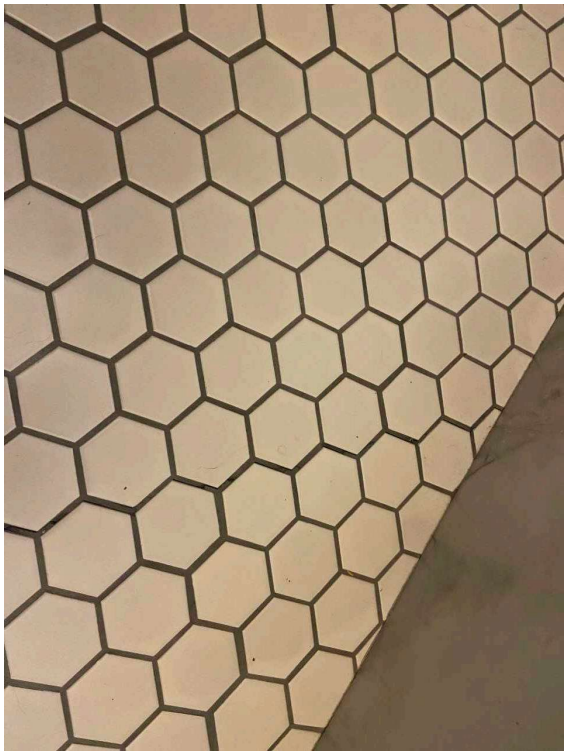
16 16-Kitchen Floor
Date Taken: 5/6/2024



17 17-Kitchen Floor
Date Taken: 5/6/2024



18 18-Kitchen Floor
Date Taken: 5/6/2024



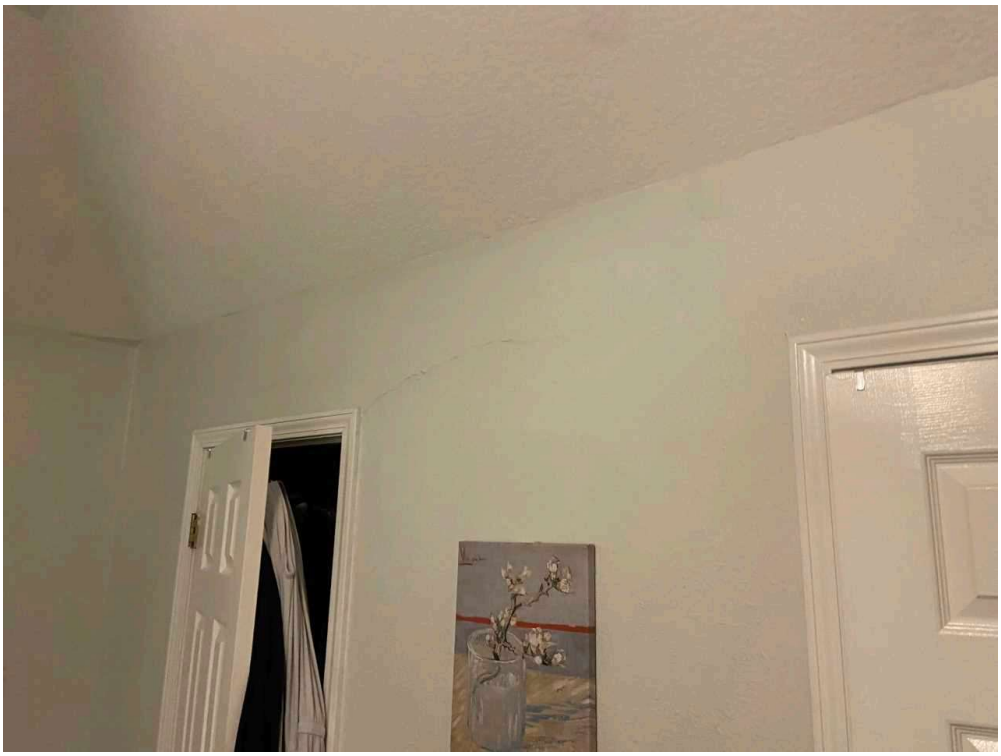
19 19-Kitchen Floor
Date Taken: 5/6/2024

20 20-Master BR
Date Taken: 5/6/2024

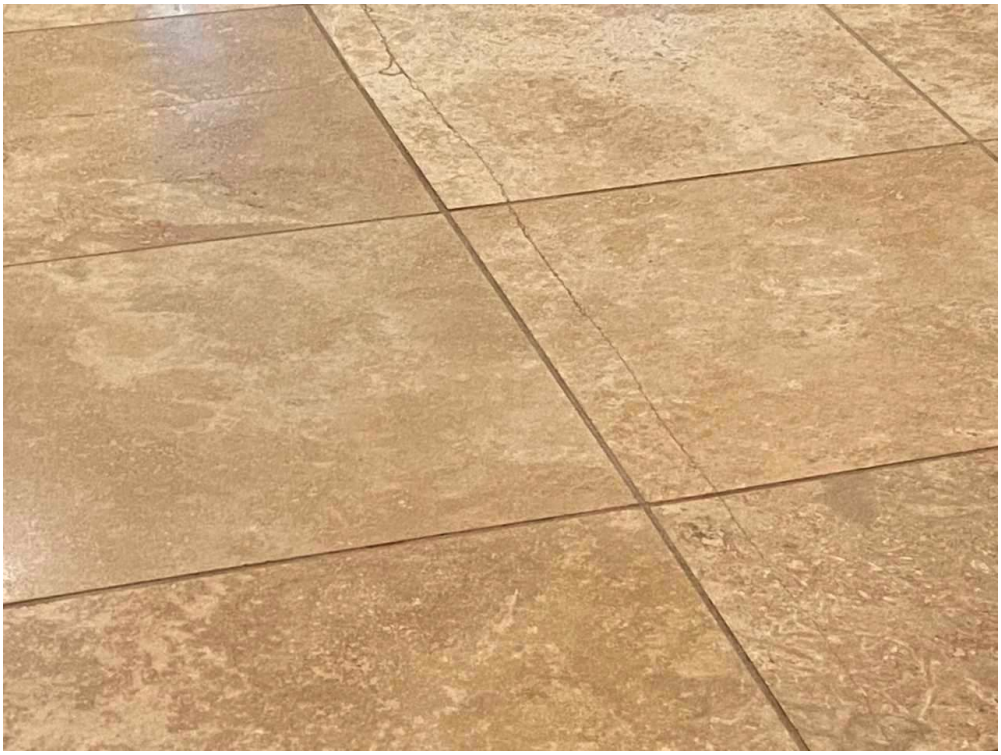
21 21-Master BR
Date Taken: 5/6/2024

22 22-Master BR
Date Taken: 5/6/2024

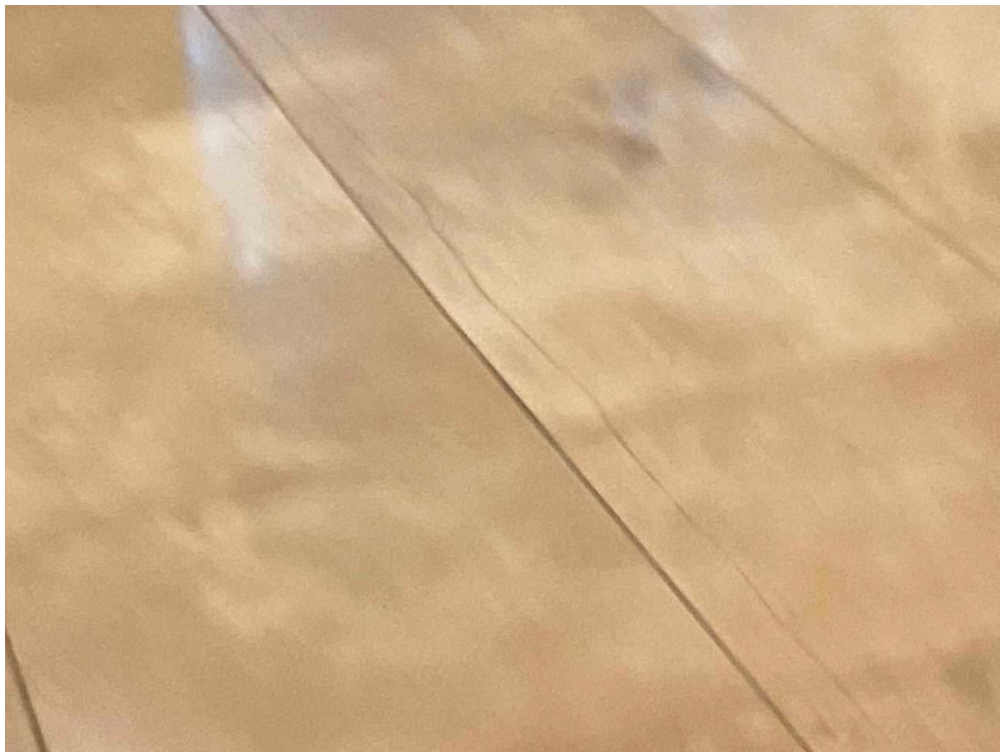
23 23-Master BR
Date Taken: 5/6/2024



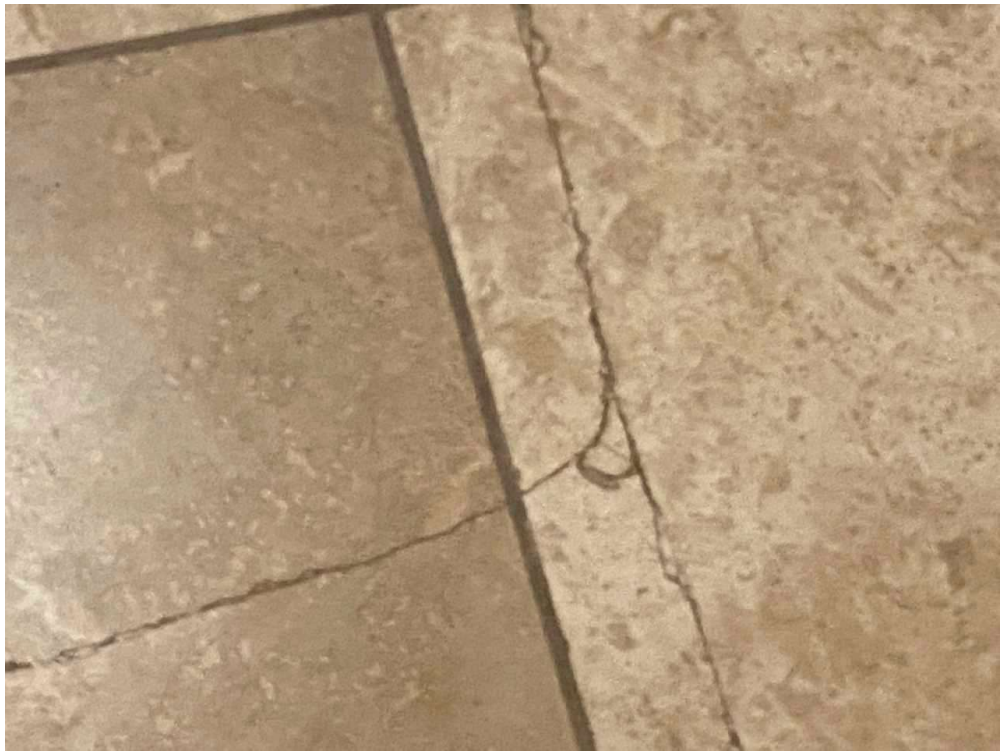
24 24-Master Bath
Date Taken: 5/6/2024



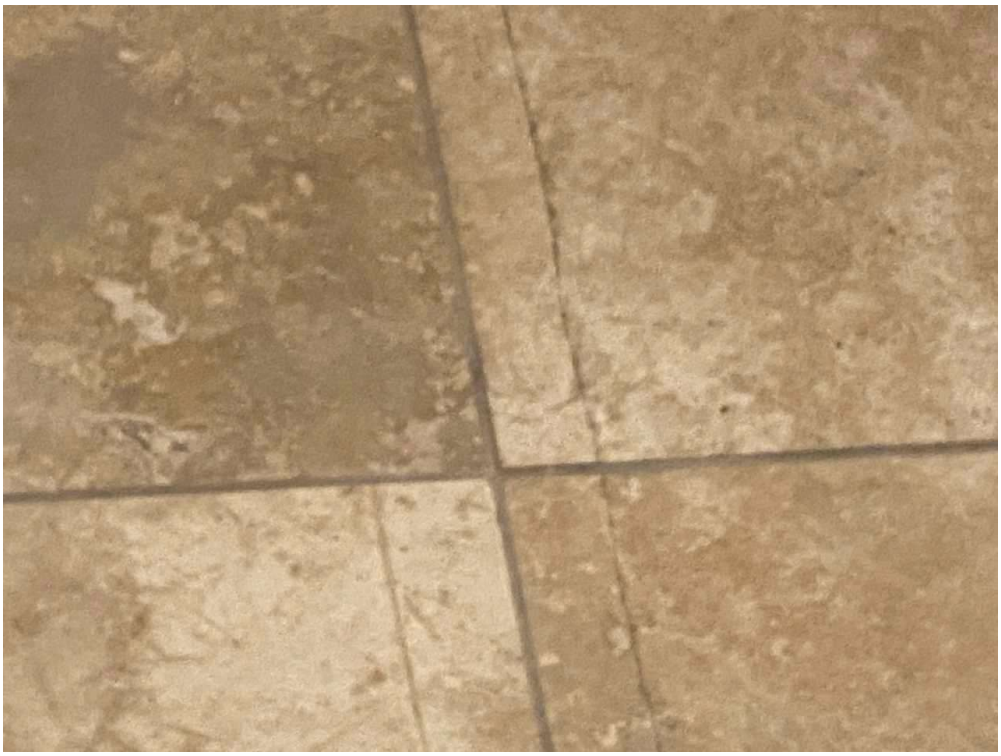
25 25-Master Bath
Date Taken: 5/6/2024



26 26-Master Bath
Date Taken: 5/6/2024



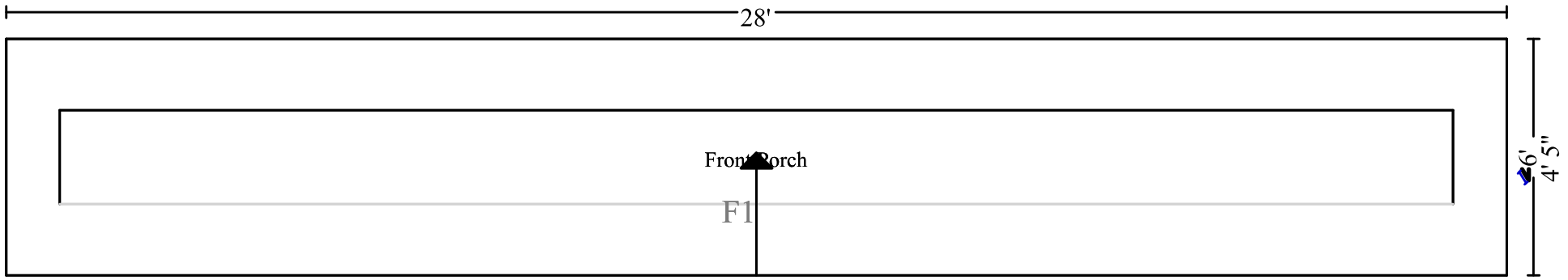
27 27-Master Bath
Date Taken: 5/6/2024



28 28-Crawl Space
Date Taken: 5/6/2024

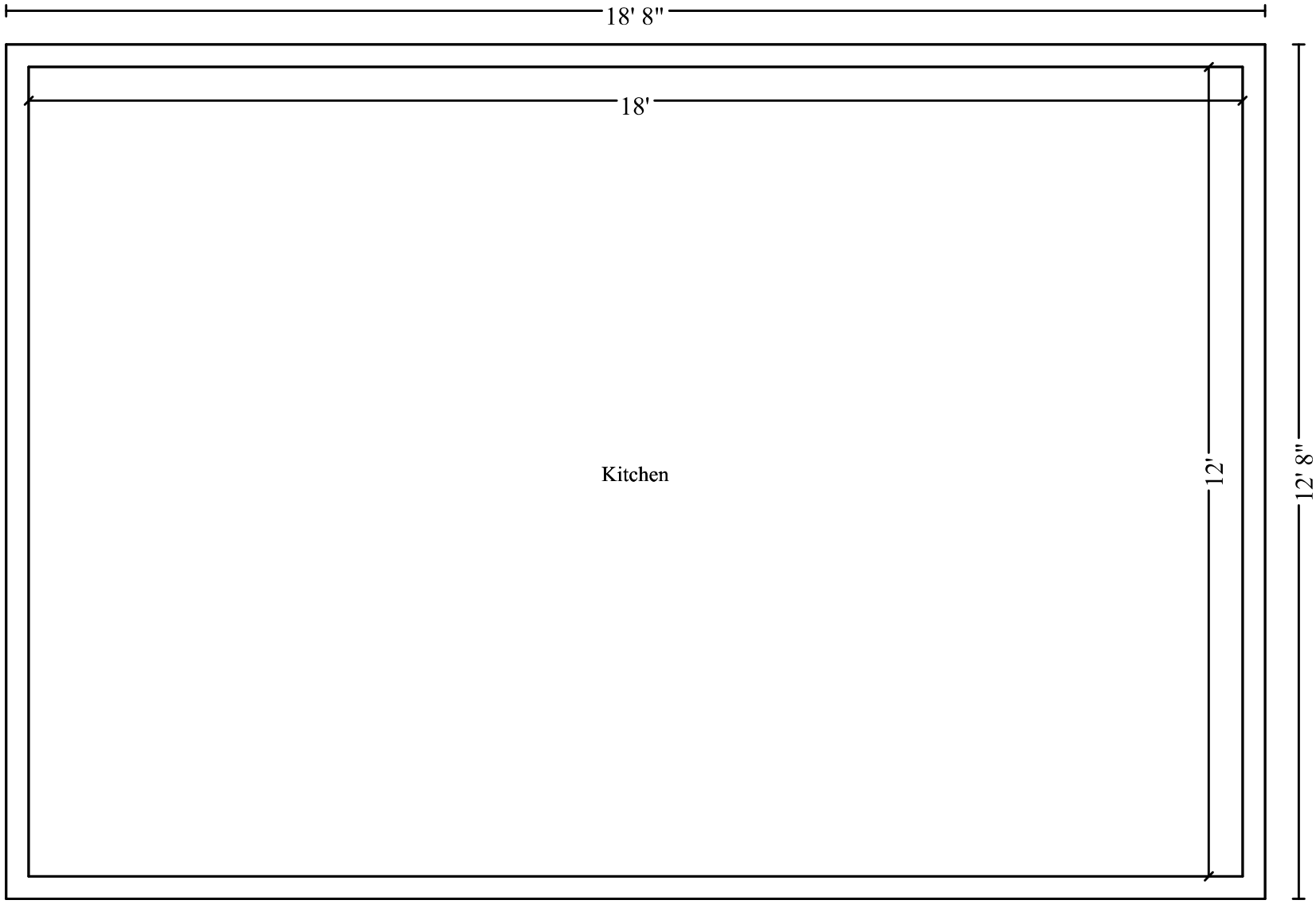
29 29-Crawl Space
Date Taken: 5/6/2024

SKETCH1 - Main Level



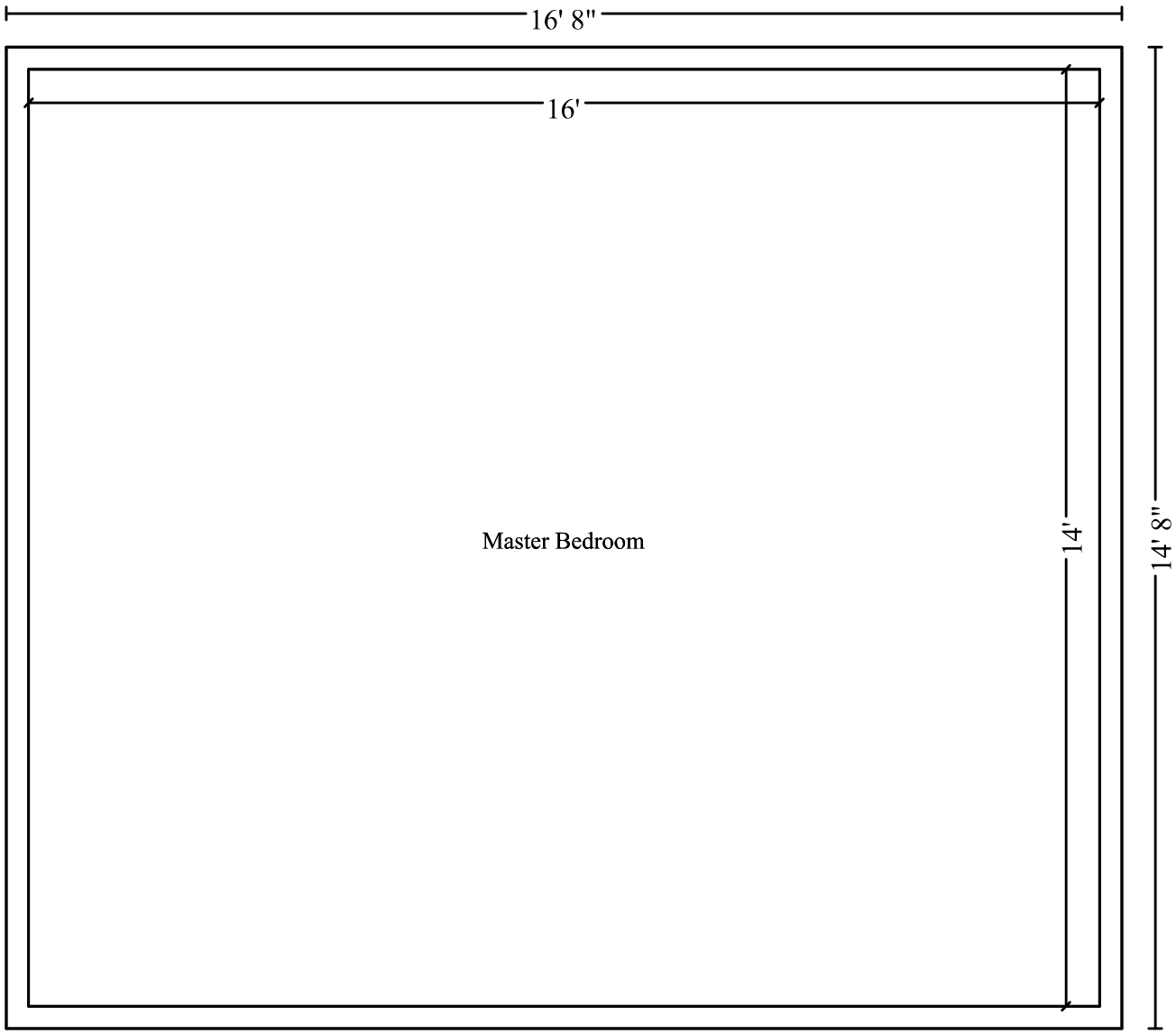
N

Main Level



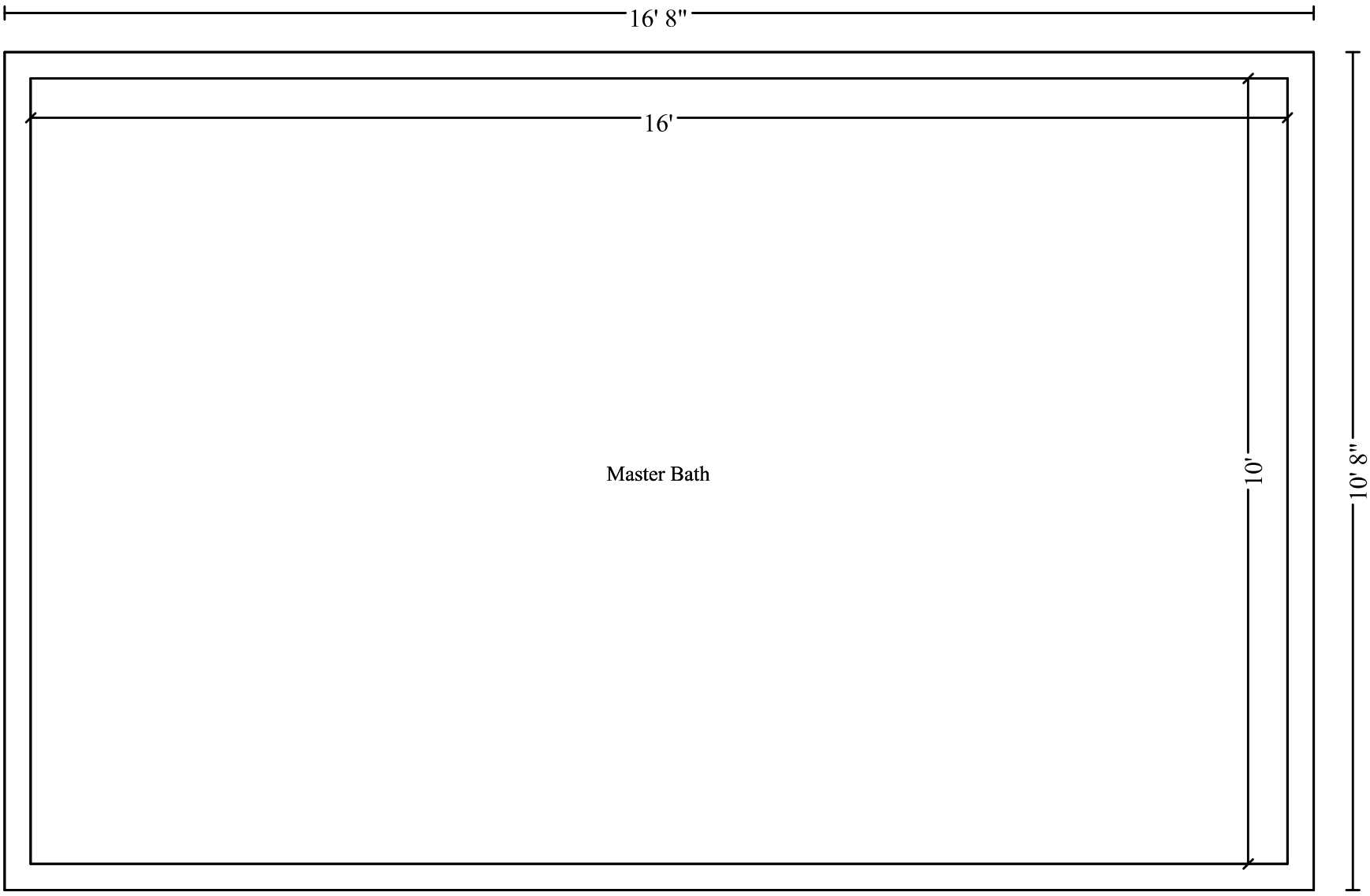
Main Level

SKETCH3 - Main Level



Main Level

SKETCH4 - Main Level



Main Level

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

Resolution: 199-23

File Number: 2023-1021

LAURA GRAY (WATER DAMAGE CLAIM):

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE TOTAL AMOUNT OF $50,000.00 TO LAURA GRAY FOR A WATER DAMAGE CLAIM ARISING AT 1284 EAST SHADOW RIDGE DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may, in an extraordinary case upon the Mayor's recommendation and by two-thirds majority, approve the payment of water or sewer damage claims exceeding $25,000.00 up to $50,000.00; and

WHERAS, the City has received estimates for repairs at 1284 East Shadow Ridge Drive in the total amount of $69,746.86.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the total amount of $50,000.00 to or on behalf of Laura Gray for expenses related to the water main break damage at 1284 East Shadow Ridge Drive.

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

PASSED and APPROVED on September 5, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1021

MEETING OF SEPTEMBER 5, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: **Laura Gray Water Damage Claim**

RECOMMENDATION:
Staff recommends approval of joint payments to Laura Gray and various repair companies for water damage at 1284 East Shadow Ridge Drive, and approval of a budget adjustment.

BACKGROUND:
On October 14, 2022, the City experienced an 8-inch water main break on East Shadowridge Drive. Laura Gray owns the home located at 1284 E Shadowridge Drive. This water main break caused flooding to the Gray residence. Laura Gray's insurance company denied her claim, so she filed a damage claim with the City after the incident. Estimates were received for foundation repairs, landscaping repairs, painting and drywall repairs, and pool and spa repairs.

DISCUSSION:
The estimates are attached, and total up to $69,746.86.

Damage Estimates:

- Foundation Recovery Systems - $50,811.81
- Ecograss Landscaping - $5,000.00
- CR Painting and Drywall - $3,600.00
- Burton Pools - $349.01
- The Pool and Spa Store - $493.88
- Spa Replacement (depreciated using NWA Claims) - $9,492.16

Total - $69,746.86

Staff recommends joint payments to Laura Gray and the repair vendors to allow for the damage repairs to be completed to restore the home, landscaping, pool and spa.

BUDGET/STAFF IMPACT:
Staff requests approval to reimburse Laura Gray for the maximum amount allowed by Section §39.10 of the City Code.

ATTACHMENTS: 2023-1021 SRF_Laura Gray Water Damage Claim, 2023-1021 BA_Laura Gray Water Damage Claim, Estimates and Receipts

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

File #: 2023-1021

Laura Gray Water Damage Claim

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE TOTAL AMOUNT OF $50,000.00 TO LAURA GRAY FOR A WATER DAMAGE CLAIM ARISING AT 1284 EAST SHADOW RIDGE DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may, in an extraordinary case upon the Mayor's recommendation and by two-thirds majority, approve the payment of water or sewer damage claims exceeding $25,000.00 up to $50,000.00; and

WHERAS, the City has received estimates for repairs at 1284 East Shadow Ridge Drive in the total amount of $69,746.86.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the total amount of $50,000.00 to or on behalf of Laura Gray for expenses related to the water main break damage at 1284 East Shadow Ridge Drive.

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

City of Fayetteville Staff Review Form

2023-1021

Item ID

9/5/2023

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

Tim Nyander	8/17/2023	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of joint payments to Laura Gray and various repair companies for water damage at 1284 East Shadow Ridge Drive, and approval of a budget adjustment.

Budget Impact:

5400.720.4310-5311.04	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	183,349.00
		Expenses (Actual+Encum)	$	153,102.52
		Available Budget	$	**30,246.48**
Does item have a direct cost?	Yes	Item Cost	$	50,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	50,000.00
		Remaining Budget	$	**30,246.48**

V20221130

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

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

Original Contract Number: _____

Comments: Damage payment cap is $50,000 per Section 39.10 of City Code (with Mayor recommendation and two-thirds City Council majority).

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Shea Fankhouser	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed in the Water & Sewer fund to cover the cost of a water damage claim for Laura Gray at 1284 E. Shadow Ridge Dr. A City water main break caused foundation damage, landscaping damage, and other property damage to the residence.

COUNCIL DATE: 9/5/2023

ITEM ID#: **2023-1021**

Holly Black
8/18/2023 9:28 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202388

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
5400.720.4310-5311.04	50,000	-			EX	Insurance - Self (Non-Vehicle Damage)
5400.720.5600-5808.00	(50,000)	-	12009	1	EX	Improvements - Water Line
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				

Springfield
3020 N. Martin Ave.
Springfield, MO 65803
(417) 238-4247

FOUNDATION RECOVERY SYSTEMS
A Groundworks Company

CONTRACT

Licensed Contractor	Date
388050620	7/12/2023
Customer	**Phone (Work or Home)**
Laura Gray	CallerID: (479) 587-8157, Home: (479) 587-8157
Project Location	**E-mail**
1284 East Shadowridge Drive Fayetteville, AR 72701	lgray@uark.edu

PROPOSED PRODUCTS	QTY
1 Year Annual Service Plan	1.0
SettleStop IntelliJack (3-5')	13.0
SettleStop IntelliJack (5-8')	6.0
AquaStop Air System - Crawlspace	1.0
Air System Hanging Bracket	1.0
AquaStop CrawlSeal	1980.0
AquaStop CrawlSeal for Walls	960.0
AquaStop CrawlSeal Wrap Piers	29.0
Additional Products Quantity (see page 2 for details)	**45.0**

Subtotal	**$53,381.90**
Discount	**$2,669.10**
Fuel Surcharge	**$99.00**
Contract Price	**$50,811.81**

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks FRS, LLC (the “Contractor”).

X_____ Customer is responsible for removing all personal items from the work area.

X_____ Customer assumes responsibility for damages to hidden or unmarked utility lines.

X_____ Stabilization is warrantied. Contractor can attempt to lift at Customer's request.

X_____ A full perimeter drainage system with sump pump was recommended.

X_____ Customer is aware of warranty and all addenda.

X_____ Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer

X_____

X_____

Date 7/12/2023

Contractor

X_____

Date 7/12/2023

PROPOSED PRODUCTS CONTINUED	QTY
Seal Crawlspace Vents	12.0
Site Work/Obstruction	10.0
SettleStop Crawlspace Pier	4.0
Lift Procedure	19.0

Product Specifications

1 Year Annual Service Plan
One year of service is included in this contract. Customer is aware this will be on the aniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

SettleStop IntelliJack (3-5')
Install Intellijack support system to stabilize floor joist or beams as shown. Galvanized steel Intellijack is adjustable and installed with gravel and concrete footing. Lift can be attempted at the customer's request but achievement of any lift or leveling cannot be promised. The customer understands and agrees that attempting lift can cause interior damage and the customer assumes full responsibility for any damage caused by their request for lift. Final location of the Intellijacks are subject to change. Intellijacks come with a 25-year manufacturer's warranty and a 2-year adjustability warranty. See warranty section for full details.

SettleStop IntelliJack (5-8')
Install Intellijack support system to stabilize floor joist or beams as shown. Galvanized steel Intellijack is adjustable and installed with gravel and concrete footing. Lift can be attempted at the customer's request but achievement of any lift or leveling cannot be promised. The customer understands and agrees that attempting lift can cause interior damage and the customer assumes full responsibility for any damage caused by their request for lift. Final location of the Intellijacks are subject to change. Intellijacks come with a 25-year manufacturer's warranty and a 2-year adjustability warranty. See warranty section for full details.

AquaStop Air System - Crawlspace
Install AquaStop air system to keep humidity low. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required.

Air System Hanging Bracket
Install Air System Hanging Bracket.

AquaStop CrawlSeal
Install AquaStop CrawlSeal crawlspace liner. The CrawlSeal encapsulation system comes with a Class A fire rating. Light grade of the crawlspace. All existing liner and debris is to be removed and hauled away. CrawlSeal will be installed with 100% floor coverage. All sections of liner will be overlapped a minimum of 1' and will be seamed together. A dehumidifier is highly recommended. A full perimeter drainage system with sump pump(s) is recommended. The crawlspace liner comes with a 25-year transferable warranty. See warranty section for full details.

AquaStop CrawlSeal for Walls
Install AquaStop CrawlSeal on foundation walls to drain into AquaStop Basement Gutter system. The CrawlSeal wall system comes with a Class A fire rating. A dehumidifier is highly recommended. The wall liner comes with a 25-year transferable warranty. See warranty section for full details.

AquaStop CrawlSeal Wrap Piers
Wrap all existing CMU/Brick Piers with AquaStop CrawlSeal liner. Contractor will leave a termite inspection gap at the top of each pier. The liner will be fastened to the pier and the top edge of the liner will be sealed with caulking.

Seal Crawlspace Vents
Seal all Crawlspace Vents with foam board to ensure encapsulation up to county/city code

Site Work/Obstruction
Site work and/or obstructions on project.

SettleStop Crawlspace Pier
Install SettleStop push pier inside crawlspace.

Lift Procedure
Attempt to lift. Stabilization is guaranteed. With any lift, cosmetic damages may occur. Repair of any cosmetic damage is customer responsibility.

Customer agrees to

- Home Owner is aware during any lift procedure additional cracks could appear. Homeowner is responsible for repairs of these cracks if any result in lifting of the structure. Includes drywall, tile or other interior finishes.
- Move all personal items at least 10 feet from the work area.
- Provide dedicated electrical for any sump pumps or dehumidifiers.
- Make final payment to foreman after completion of work.
- If on average all SettleStop Push Piers surpass a depth of 22', customer is responsible for the cost of additional material needed to hit load bearing strata. Customer agrees to pay an additional $25 per foot.

Terms and Conditions

1. **Services.** Groundworks FRS, LLC d/b/a Foundation Recovery Systems, license no.388050620, is licensed by the Arkansas Contractors Licensing Board. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of $25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at http://info.adr.org/constructionfeeschedule/.
   The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration.
   If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month.
6. **Customer's Responsibility.**
   a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
   b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
   c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
   d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of $250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of $40 per man hour.
   e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer	**Contractor Groundworks FRS, LLC**
Name: X_____	Name: X_____
By: Laura Gray	By: Chad Calicott

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of $200 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of the lifetime of the structure from the date of installation. Contractors DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

You are entitled to cancel the Contract or offer referred to above at any time prior to midnight of the third day, excluding Sundays and holidays, after the day you signed the Contract or offer. In the event you cancel, the Contractor must return to Customer (1) any payments made; (2) any goods or other property (or a sum equal to the amount of the trade-in allowance given therefor); and (3) any note or other evidence of indebtedness, given by Customer to Contractor pursuant to or in connection with the Contract or offer. After cancellation, Contractor is entitled to receive back from Customer at Customer's address any goods previously delivered by Contractor to Customer in substantially the same condition as delivered, providing Contractor has returned any payments and goods or other property received from Customer, to the extent indicated above. If Contractor does not call for its goods at Customer's address within twenty (20) days after Customer gives notice of cancellation, Customer may keep them as his/her own.

TO CANCEL THIS TRANSACTION , MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

Groundworks FRS, LLC at 3020 N. Martin Ave., Springfield, MO 65803

NOT LATER THAN MIDNIGHT OF X_____

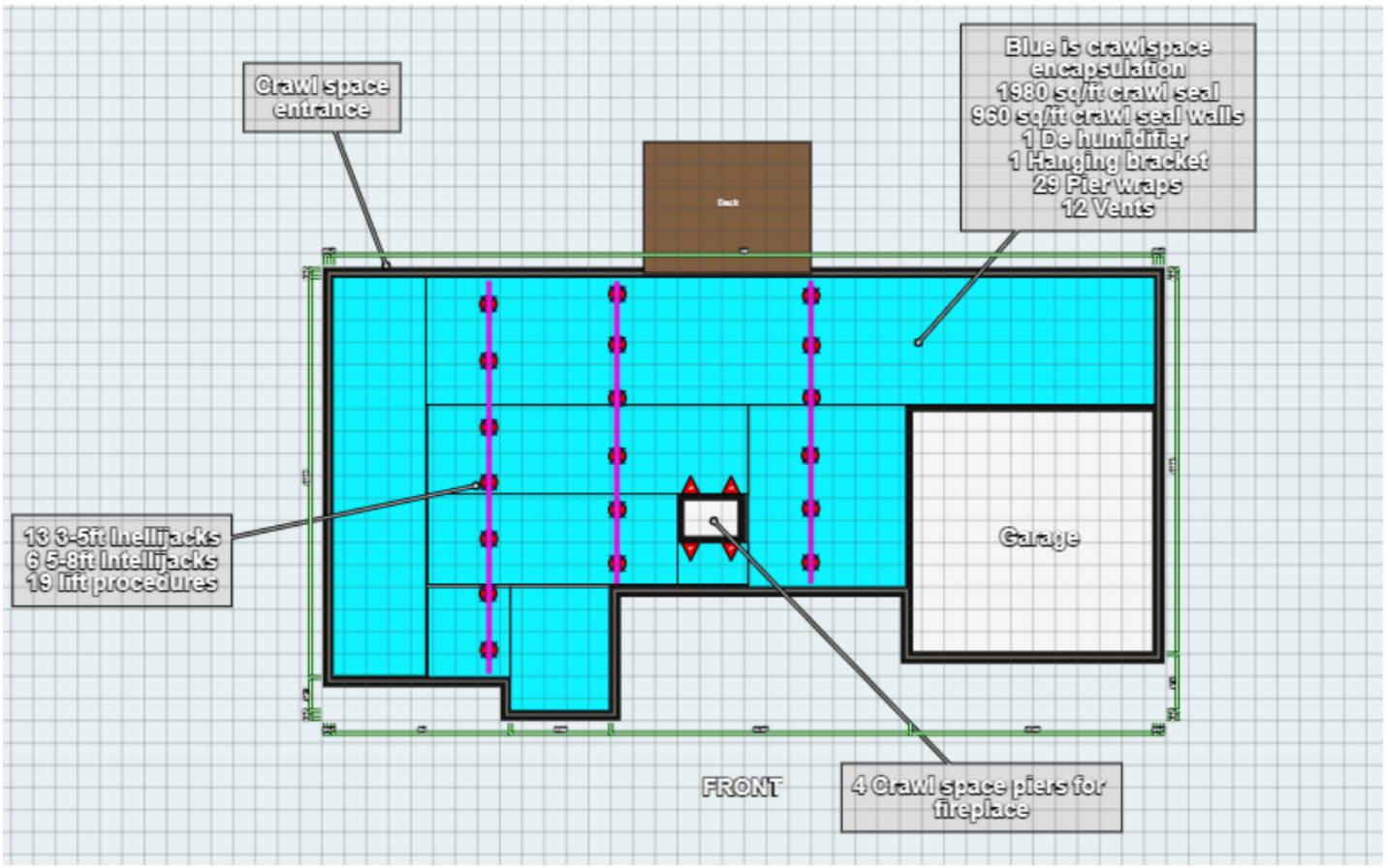
I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

DRAWINGS


Crawl space entrance
Blue is crawlspace encapsulation
1980 sq/ft crawl seal
960 sq/ft crawl seal walls
1 De humidifier
1 Hanging bracket
29 Pier wraps
12 Vents
Deck
13 3-5ft Intellijacks
6 5-8ft Intellijacks
19 lift procedures
Garage
FRONT
4 Crawl space piers for fireplace

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	**$50,811.81**
Deposit	**$12,702.95**
Due Upon Completion	**$38,108.85**

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account #_____

X_____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X_____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL. If this Contract was solicited at Customer's residence, and Customer does not want the goods or services, Customer has the right to cancel this Contract by mailing or delivering a notice to Contractor. The notice of cancellation must say that you do not want the goods or services and must be mailed or delivered prior to midnight of the third day, excluding Sundays and holidays, after the day on which Customer signed the Contract. The notice must be mailed or delivered to: Groundworks FRS, LLC at 3020 N. Martin Ave., Springfield, MO 65803. If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer	**Contractor**
X_____	X_____
X_____	
Date 7/12/2023	Date 7/12/2023

Prepared by:
Marcos Gutierrez
C 479-263-2956
mgutierrez@foundationspecialties.com

Foundation Specialties
www.foundationspecialties.com
TF (479) 756-2930
F (479) 756-2931
License# 03759105120

Prepared on:
12-13-22

Prepared for:
LAURA GRAY C/O JOHNSON BROS CONST
JOHNSONBROSCONST@GMAIL.COM
C 479-587-8157

Job location:
1284 E SHADOWRIDGE DRIVE
FAYETTEVILLE , AR 72701

Project Summary

Stabilize Local Area of Foundation Settlement	$30,600.00
Total Investment	$30,600.00
Total Contract Price	**$30,600.00**
Deposit Required - 0%	$0.00
Deposit Paid	$0.00
Amount Due Upon Installation	**$30,600.00**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature Marcos Gutierrez **Date** 12-13-22

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

Job Details

SEE PLACEMENT DIAGRAM ON FINAL PAGE

Type of Wall	Block/Brick
Existing Wall Finish	Sheetrock
Existing Floor Finish	Varies

Job Details (Continued)

Specifications

Install Push Pier(s) to support the foundation as shown on job drawing using a standard bracket. Final Location of pier(s) is subject to field conditions.

Depth Clause

Prices allow for standard depths of 16’-0” below footing. Additional pier material will be priced at $60 per each 36” section or portion thereof.

Contractor Will

1.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed)

2.) Attempt to straighten the foundation wall(s). Although straightening is likely, it is not guaranteed.

3.) Backfill all excavated areas using any excess dirt to establish a positive slope away from house. (Where applicable)

4.) Clean up construction affected areas and dispose of any broken concrete or rock debris.

5.) Provide a pier installation record showing the depth, specifically measured load bearing capacity and load actually supported by each pier - as well as its actual installation location.

6.) Provide 25 year Manufacturer's Product Warranty & Contractor's Installation Warranty. Warranty is transferable to future owner at no additional cost.

7.) Lift portions of the elements to reduce the distress in the foundation, framing and finishes where possible and practical.

Customer Will

1.) Remove and replace any landscaping that is in the work area.

2.) Move personal items at least 10 feet away from the work area.

3.) Repair any sprinkler lines that may be damaged during the installation.

4.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.

5.) Pay an additional charge as shown for piers installed beyond the expected depth.

6.) Remove and replace sections of deck and deck elements.

7.) Remove and replace any concrete or landscape features in work area.

8.) Remove and replace HVAC if necessary.

Product List

PUSH PIERS 3"	17

Job Details (Continued)

Additional Notes

PERIMETER FOUNDATION – Continuous Spread Footings
Foundation Specialties will install push pier underpinning assemblies at the bottom of the foundation (footing) level including: labor and equipment for excavation (pit) to access the foundation bottom; Backfilling the access pit with the same material previously excavated and compacting the backfill with a mechanical tamper; providing all materials and labor to install the push pier assemblies. The push pier assembly will be manufactured by Supportworks. Push piers shall be driven to make contact with bedrock or similar load bearing stratum adequate to support the superimposed loads. Final location of push pier(s) is subject to field conditions. FS will transfer the foundation loads to the underpinning assemblies to reduce the distress in the foundation, framing and restore the original elevation of the foundation where possible and practical. Upon completion of the project FS will provide an installation report that records the depth of the pier, driving force upon each pier section, the amount the foundation is lifted, and final load (weight) bearing upon the underpinning assembly.
Existing Conditions and Features Responsibility: Foundation Specialties is not responsible for any pre-existing structural or mechanical separations or fractures while performing the work under this proposal. FS is not responsible for plantings or landscape features that may require removal, reinstallation, or replacement. FS will exercise reasonable care to avoid or minimize damage to plantings but cannot guarantee long-term survival.

Provision for Excessive Pier Depths: Prices allow for Push Pier depths of 16'-0" below the footing. Additional push pier tube material will be priced at $60 per each 36" section or portion thereof.
Provision for Insufficient Footing Conditions: FS assumes construction standards generally recognized by local municipal building codes: 2,500 psi minimum strength concrete and footing dimensions 12" thick x (18" to 24") wide with the exterior toe of the footing projecting at least 2" from the exterior wall line and plumb to the bottom of the footing. If footing construction is significantly deficient, or if structural failure of the footing has occurred such that proper pier installation requires the footing to be supplemented, additional charges may be incurred as follows: (1) For a +/-20" length of 8" x 8" x 1/2" Steel Angle - $350.00 per each pier where installed - or, (2) For a 16" x 16" x 36" Reinforced Concrete Beam - $750.00 per each pier where installed.

Provision for Excessive Concrete or Rock Removal: If the existing footing exceeds 24" in thickness, or if its width projects more than 8" beyond the exterior wall of structure, or if any previous concrete underpinnings are encountered that must be disengaged from the existing foundation, or if existing rock conditions are encountered that require(s) "extra work" with heavy pneumatic tools in order to remove or investigate or drill through the concrete or rock – an "additional production charge" may be incurred at $100/man-hour (includes all FS owned equipment) + the cost of any needed rental equipment and additional materials.

Provision for Adverse Conditions: The price quoted herein reflects estimated costs for normal installation of the proposed work; it does not include any additional costs to cover "adverse conditions", i.e. excessive footing depth, unusually thick concrete slabs, unanticipated underground obstacles such as tree stumps or abandoned structures (or fragments-junk), "floating" boulders not bearing on bedrock, abandoned utilities, mining features, and underground voids within the area(s) of pier installation.
Situations that could result in "Extra Work" expenses are generally not expected and would only occur if necessary for proper execution of the project. If such an instance should arise, the Owner will be advised at earliest opportunity and invited to observe and/or verify existence of the condition(s).

Limited Warranty

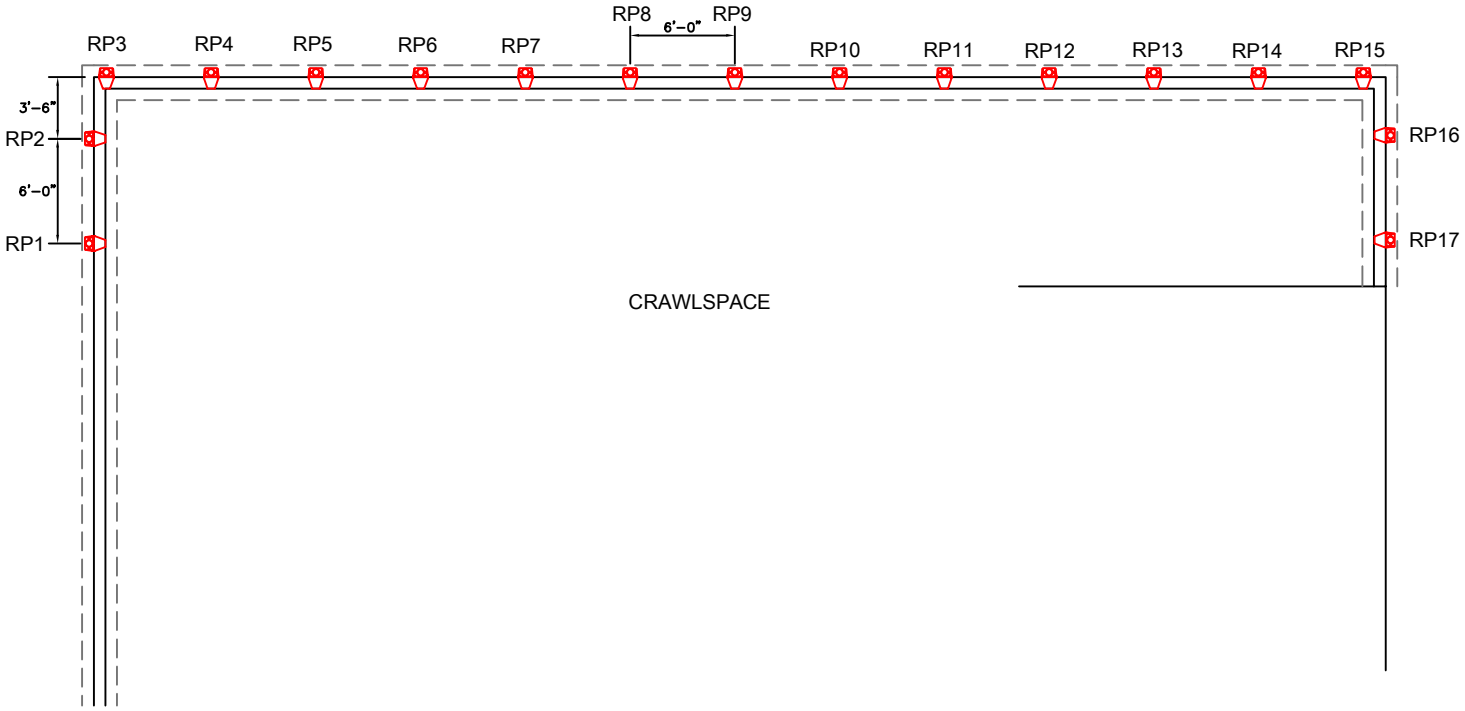
Limited Warranty - The Limited Warranty (the "Warranty") is made in lieu of and excludes all other warranties, expressed or implied, and of all other obligations on the part of Foundation Specialties (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the Warranty Certificate, including NO WARRANTIES OF EXPRESSED OR IMPLIED MERCHANTABILITY AND NO WARRANTIES OF EXPRESSED OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE, INCLUDING FOUNDATION REPAIR.

Payments & Warranty Period - For the applicable time periods indicated below, the Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. The Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in the Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are covered by Workers' Compensation insurance. After the work specified in this Contract is completed and paid in full, and for Customer's convenience, Contractor will issue to Customer a Warranty Certificate containing the list of products installed, the date of installation, and certain portions of the Warranty.

* Foundation Perimeter Push Piers - Foundation Specialties warrants the installed foundation push pier underpinning assemblies consisting of steel pier(s) and load transfer bracket(s) against all defects in material and workmanship for a period of Twenty Five (25) years from the date of the Warranty Certificate. If, during this time, any vertical settlement of a foundation underpinning assembly occurs other than settlement or movement caused by Acts of God including but not limited to, earthquake, severe wind, flood, change in the water table, landslides, natural or created side pressures that displace piers, post installation changes in structural configuration or adding or alternating loads bearing on the installed piers, or any man-made condition not evident or revealed at time of initial construction, then Foundation Specialties will, at no expense to the customer, correct any defect in workmanship or material that may be required to restore the foundation underpinning assembly.

Exclusions From The Warranty - The Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) any system that has been altered; 3) dust incidental to installation; 4) damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished walls, and other objects inside the foundation of the structure on which work was completed; 5) breakage of any hidden or unmarked fuel/utility/service/private lines; and 6) any damages caused by mold including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Contractor does not warrant to lift, to close cracks, to render doors and windows operational or to move walls back to their original position, but will do its best to achieve positive results in this regard.

FOUNDATION SPECIALTIES PLACEMENT DIAGRAM



N

STABILIZE LOCAL AREA OF FOUNDATION SETTLEMENT

1284 E SHADOWRIDGE DR
FAYETTEVILLE, AR

FOUNDATION SPECIALTIES, LLC.
BETHEL HEIGHTS, AR

Project No.: TBD
Date: 12-13-2022
Revised:
By: MAG

F 1

Prepared by:
Marcos Gutierrez
C 479-263-2956
mgutierrez@foundationspecialties.com

Foundation Specialties
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TF (479) 756-2930
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License# 03759105120

Prepared on:
2-9-23

Prepared for:
LAURA GRAY
LGRAY@UARK.EDU
C 479-587-8157

Job location:
1284 E SHADOWRIDGE DRIVE
FAYETTEVILLE , AR 72701

Phase 2 Substructure Project

Project Summary

Install Smart Jack Columns at Girder, Install New Pier and Beam Set, Shim adjust existing columns.	$20,820.00
Total Investment	$20,820.00
Total Contract Price	**$20,820.00**
Deposit Required - 0%	$0.00
Deposit Paid	$0.00
Amount Due Upon Installation	**$20,820.00**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature Marcos Gutierrez **Date** 2-9-23

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

Job Details

SEE PLACEMENT DIAGRAM ON FINAL PAGE

Type of Wall ..... Block/Brick
Existing Wall Finish ..... Sheetrock
Existing Floor Finish ..... Varies

Job Details (Continued)

Specifications

Install a standard supplemental beam as indicated on job drawing. Install SmartJack supports as indicated on job drawing to support the floor joist system above. Attempt to level girder at column by installing steel shims at existing block columns in local area.

Contractor Will

1.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed)

2.) Clean up construction affected areas and dispose of any broken concrete or rock debris.

3.) Lift portions of the elements to reduce the distress in the foundation, framing and finishes where possible and practical.

Customer Will

1.) Move personal items at least 10 feet away from the work area.

Product List

SMART JACK COLUMNS 18

SUPPLEMENTAL BEAM 28 LF

SHIM ADJUST EXISTING COLUMNS AT GIRDER 7

Job Details (Continued)

Additional Notes

PERIMETER FOUNDATION – Continuous Spread Footings
Foundation Specialties will install push pier underpinning assemblies at the bottom of the foundation (footing) level including: labor and equipment for excavation (pit) to access the foundation bottom; Backfilling the access pit with the same material previously excavated and compacting the backfill with a mechanical tamper; providing all materials and labor to install the push pier assemblies. The push pier assembly will be manufactured by Supportworks. Push piers shall be driven to make contact with bedrock or similar load bearing stratum adequate to support the superimposed loads. Final location of push pier(s) is subject to field conditions. FS will transfer the foundation loads to the underpinning assemblies to reduce the distress in the foundation, framing and restore the original elevation of the foundation where possible and practical. Upon completion of the project FS will provide an installation report that records the depth of the pier, driving force upon each pier section, the amount the foundation is lifted, and final load (weight) bearing upon the underpinning assembly.
Existing Conditions and Features Responsibility: Foundation Specialties is not responsible for any pre-existing structural or mechanical separations or fractures while performing the work under this proposal. FS is not responsible for plantings or landscape features that may require removal, reinstallation, or replacement. FS will exercise reasonable care to avoid or minimize damage to plantings but cannot guarantee long-term survival.

Provision for Excessive Pier Depths: Prices allow for Push Pier depths of 16’-0” below the footing. Additional push pier tube material will be priced at $60 per each 36” section or portion thereof.
Provision for Insufficient Footing Conditions: FS assumes construction standards generally recognized by local municipal building codes: 2,500 psi minimum strength concrete and footing dimensions 12” thick x (18” to 24”) wide with the exterior toe of the footing projecting at least 2” from the exterior wall line and plumb to the bottom of the footing. If footing construction is significantly deficient, or if structural failure of the footing has occurred such that proper pier installation requires the footing to be supplemented, additional charges may be incurred as follows: (1) For a +/-20” length of 8" x 8" x 1/2" Steel Angle - $225.00 per each pier where installed - or, (2) For a 16" x 16" x 36" Reinforced Concrete Beam - $550.00 per each pier where installed.

Provision for Excessive Concrete or Rock Removal: If the existing footing exceeds 24” in thickness, or if its width projects more than 8" beyond the exterior wall of structure, or if any previous concrete underpinnings are encountered that must be disengaged from the existing foundation, or if existing rock conditions are encountered that require(s) “extra work” with heavy pneumatic tools in order to remove or investigate or drill through the concrete or rock – an “additional production charge” may be incurred at $100/man-hour (includes all FS owned equipment) + the cost of any needed rental equipment and additional materials.

Provision for Adverse Conditions: The price quoted herein reflects estimated costs for normal installation of the proposed work; it does not include any additional costs to cover “adverse conditions”, i.e. excessive footing depth, unusually thick concrete slabs, unanticipated underground obstacles such as tree stumps or abandoned structures (or fragments-junk), “floating” boulders not bearing on bedrock, abandoned utilities, mining features, and underground voids within the area(s) of pier installation.
Situations that could result in “Extra Work” expenses are generally not expected and would only occur if necessary for proper execution of the project. If such an instance should arise, the Owner will be advised at earliest opportunity and invited to observe and/or verify existence of the condition(s).

Recommendations to Your Project (ORIGINAL PROJECT)

Stabilize Local Area of Foundation Settlement	17 3" Push Pier, Standard Bracket	$30,600.00
	17 2022 Pricing	

SEE PLACEMENT DIAGRAM ON FINAL PAGE

Limited Warranty

Limited Warranty - The Limited Warranty (the "Warranty") is made in lieu of and excludes all other warranties, expressed or implied, and of all other obligations on the part of Foundation Specialties (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the Warranty Certificate, including NO WARRANTIES OF EXPRESSED OR IMPLIED MERCHANTABILITY AND NO WARRANTIES OF EXPRESSED OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE, INCLUDING FOUNDATION REPAIR.

Payments & Warranty Period - For the applicable time periods indicated below, the Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. The Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in the Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are covered by Workers' Compensation insurance. After the work specified in this Contract is completed and paid in full, and for Customer's convenience, Contractor will issue to Customer a Warranty Certificate containing the list of products installed, the date of installation, and certain portions of the Warranty.

* Smart Jacks - Contractor warrants that the Adjustable Smart-Jack Assembly will be free from mechanical defects for Five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to the Customer, to make any necessary maintenance adjustment or replacement of the Smart-Jack Mechanical Assembly. Additionally, the manufacturer of Smart-Jacks warrants that Smart-Jacks will, under normal use and service, be free from defects in material and workmanship for twenty-five (25) years from the date of installation (see manufacturer's warranty for more details). Please note: Smart Jacks are adjustable assemblies that may or may not require adjustments during seasonal or periodical changes in soil conditions. This warranty does not cover adjustments or future leveling of the subfloor structures, should adjustments beyond the abilities or comfort of the homeowner be required the Contractor can provide these adjustments at an additional charge. Please contact your Foundation Specialties representative for current prices of subfloor adjustments.

Micropiles

Micropiles - FS Geo-Con/Foundation Specialties warrants the foundation underpinning assemblies consisting of micropiles and load transfer brackets against all defects in material and workmanship for the below named Property and Owner for a period of Seventy Five (75) years from the date of the Warranty Certificate. If, during this time, any vertical settlement of a foundation underpinning assembly occurs other than settlement or movement caused by Acts of God including but not limited to, earthquake, severe wind, flood, change in the water table, landslides, natural or created side pressures that displace piers, post installation changes in structural configuration or adding or alternating loads bearing on the installed piers, or any man-made condition not evident or revealed at time of initial construction, then FS Geo-Con/Foundation Specialties will, at no expense to the Owner, correct any defect in workmanship or material that may be required to restore the foundation underpinning assembly. entering the basement. If vertical movement or water is a problem, additional work may be needed at an additional cost. Although ShotLock® walls will be new concrete foundation walls, some imperfections in the finish of the walls should be expected.

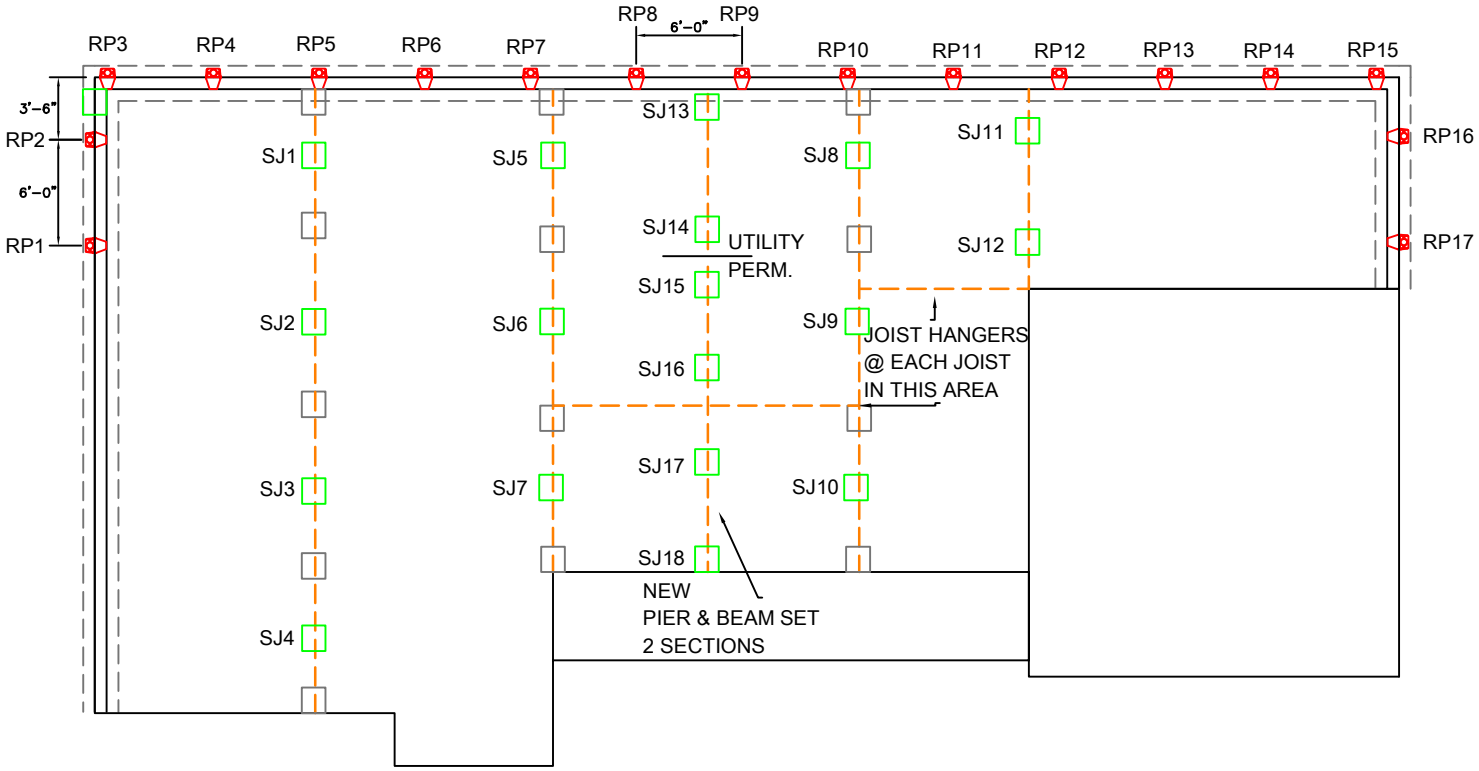
WaterGuard System

Waterguard System - Foundation Specialties hereby warrants that the Waterguard Moisture Management System installed is free from defects in material and workmanship and that with proper system maintenance no water shall pass from any wall where the system has been installed, through the system and collect on the basement floor; said warranty shall be in effect for a period of Two (2) years.

Exclusions From The Warranty - The Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) any system that has been altered; 3) dust incidental to installation; 4) damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished walls, and other objects inside the foundation of the structure on which work was completed; 5) breakage of any hidden or unmarked fuel/utility/service/private lines; and 6) any damages caused by mold including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Contractor does not warrant to lift, to close cracks, to render doors and windows operational or to move walls back to their original position, but will do its best to achieve positive results in this regard.

FOUNDATION SPECIALTIES PLACEMENT DIAGRAM

RP NOT INCLUDED IN THIS PROPOSAL



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STABILIZE LOCAL AREA OF FOUNDATION SETTLEMENT

1284 E SHADOWRIDGE DR
FAYETTEVILLE, AR

FOUNDATION SPECIALTIES, LLC.
BETHEL HEIGHTS, AR

Project No.: TBD
Date: 12-13-2022
Revised:
By: MAG

F 1

Prepared by:
Brandon Baggett
bbaggett@vestafs.com

VESTA Foundation Solutions
www.vestaofarkansas.com
TF 479-424-1188
O Arkansas Admin 2021

Prepared on:
7-13-23

Prepared for:
Laura Gray
lgray@uark.edu
P (479) 587-8157

Job location:
1284 E Shadowridge Dr
Fayetteville, AR 72701

Project Summary

My Crawl Space	$21,369.00
Permanently Stabilize Foundation	$24,000.00
Permanently Stabilize Floors	$18,012.60
Shim	$2,000.00
Total Investment	$65,381.60
Total Contract Price	**$65,381.60**
Deposit Required - 25%	$16,345.40
Deposit Paid	$0.00
Amount Due Upon Installation	**$65,381.60**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 10 business days due to prices being subject to market fluctuations.

Authorized Signature _____ **Date** _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 5 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. NO VERBAL COMMITMENTS AND PROMISES ARE EXPRESSED OR IMPLIED OUTSIDE OF THIS WRITTEN DOCUMENT.

Customer Signature _____ **Date** _____

Customer understands VFS is not liable for damage caused by lift. **Initial** _____

Customer understands original position may not be possible. **Initial** _____

Job Details

Pier entire back wall
QuikFlo
QuikFlo
QuikFlo
QuikFlo
QuikFlo
QuikFlo
QuikFlo
QuikFlo
QF
1
SJ
2
SJ
1

Job Details (Continued)

Specifications

1) Excavate the soil at each pier location to the footing. Backfill and tamp soil after the system is installed. **2)** **3)** Install SmartJack supports as indicated on job drawing to support the floor joist system above. A hole will be excavated into the foil for preparation of the footer. The initial sections of engineered fill will be introduced and tamped every 3-4 inches to ensure compaction. Once this is complete the smart jack system will be installed in a manner to temporarily shore the floor system until each additional jack is installed. The jacks will then be tightened together and locked unless otherwise noted for lift. **4)** Install quikflo drainage system as shown **5)** Install Pit boss single pump starter kit with 3/4 HP pump **6)** Install CleanSpace Drainage Matting under CleanSpace liner. **7)** Install the vesta encapsulation system in areas shown **8)** Install April Aire Dehumidifier. **9)** Custom 28 **10)**

Contractor Will

1.) Inside a home, the removal of concrete can create large amounts of dust. Vesta will clean up as much as possible, however, the customer is responsible for a more detailed clean.

2.) LIFT IS ALWAYS ATTEMPTED BUT NOT GUARANTEED. Every house or concrete fixture responds differently.

3.) Attempt to straighten the foundation wall(s). Although straightening is likely, it is not guaranteed.

4.) Install dates are given but can be changed for circumstances outside of Vesta's control, such as weather, or equipment failure

5.) Install piers to any depth necessary at no additional cost to the customer.

6.) May change location of sump during Foreman site visit to maximize best placement for system performance.

7.) Vesta can not guarantee that cracks will close either inside or outside. The customer is responsible for tuckpoint on exterior brick, or drywall interior cracks.

8.) Consult the customer if additional work is needed. This could be true if while doing work the production team comes across additional areas of concern that were not previously noted. No additional work will be done without the consent of the customer.

9.) The landscape will be disrupted. Vesta is not responsible for replacement.

Customer Will

1.) Move items out of the work area space. If items are not moved and the production crew has to move items, the customer will be charged accordingly. If the job has to be rescheduled because items are not moved, the customer will be charged $750.00

2.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.

3.) Be available at START and FINISH of the project for a walk-through with the Foreman. This is intended to provide any changes needed for a successful installation.

4.) Customer to install electrical outlet after project. Location of items needed for electrical may be moved, based on the decision of the Foreman.

5.) Call prior to 10 days of install date if rescheduling is necessary. If customer calls within those 10 days prior to installation a $750.00 rescheduling fee can be applied.

6.) Be responsible for any replacement of landscape.

7.) Condition sites may require the use of helical piers instead of push piers. If this happens, the contract price will be increased to the price for helical piers.

Job Details (Continued)

Additional Notes

Smart Jack Systems may need additional Lift after installation. The first scheduled adjustment will take place approximately 90 days after install and will be included in the original price. Additional tightening trips due to memory in lumber after the initial 90 day adjustment will be subject to a service fee of $199 per visit. _____

Underground lines that cannot be located may be subject to damage during excavation. Vesta is not liable for damage to underground hidden lines that may be damaged. _____

Customer understands to move personal belongings away from work area prior to installation date. If items are not moved then the project will need to be rescheduled and may be subject to a rescheduling fee at the discretion of management._____

The design of your system may be subject to change based on field conditions but is not limited to movement of product or possible additional products to help correct the issue. _____

Customer understands that VFS will attempt to confirm installation date, if we are not able to confirm the project is subject to rescheduling._____

Jobs with multiple services are subject to payment of each service upon completion of that service _____

Customer understands that if balance is not paid upon installation, it is subject to collection attempts by Vesta and/or a 3rd party collection agency. _____

Product List

My Crawl Space

QuikFlo	260
Pit Boss Starter Kit	2
Drainage Matting	2000 sqft
Vesta Encapsulation System	2000
April Aire E070	1
Condensation Pump	1

Permanently Stabilize Foundation

Pier Excavation, 0-5'	16 ft
16 Piers	1

Permanently Stabilize Floors

SmartJack, 1-3'	18

Shim

Shim	1

Limited Warranty

Standard Exclusions Permitted By State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Vesta Foundation Solutions ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Due to unknown seismic events and characteristics of concrete this material and warranty are subject to observation of seismic occurrences and their effect to the home and repair.

Foundation Piers

Contractor warrants that the foundation piers will stabilize the affected area(s) against further settlement for 75 years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost. Examples of lateral movement would be steep slopes and street creep causing the stem wall to rotate.

SmartJacks®

Contractor warrants that the SmartJacks® will stabilize the affected area(s) against further settlement for 5 years from the date of installation, or else Contractor will provide labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks ®. This does not include finishing materials like sheetrock, painting and the such for any finished area of the home. In instances where aggressive tightening procedures need to occur causing additional trips due to memory, additional charges may apply based on customers request. Additionally, the manufacturer of SmartJacks® warrants that SmartJacks® will, under normal use and service, be free from defects in material and workmanship for 25 years from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks® are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to customers. Due to the nature of a wood framed foundation, wood building materials do not adjust to the newly installed support during the original installation. At an additional cost, Vesta recommends annual or semi-annual services to tighten the SmartJacks® to achieve as much lift as possible.

PolyLEVEL®

Contractor does not represent that PolyLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. For concrete slabs raised with PolyLEVEL®, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of 5 years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty includes any applications that are caulked or patched. Warranty does not protect against damage or abuse to concrete or caulking. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs. When SealantPro is installed the contractor will warranty the surface area against water penetration and flaking for 5 years. Warranty is limited to surface and not cracks which should be treated using nexus pro joint caulking. Warranty does not cover existing flaking of surface and algae growth on surface. Regular maintenance is suggested following normal guidelines(I.E Powerwashing, cleaning).

Exclusions

THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM: 1) exterior waterproofing; 2) plumbing damage; 3) Customer-caused damage; 4) dust from installation; 5) damage to real or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 6) any injury or damage caused by mold to property or person; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control; 8) damage from a lifting operation; 9) basement water seepage; and 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils. While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons.

Items For Which Customer Is Responsible

Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) mark private lines (satellite, propane, sprinkler, etc.) 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired wall(s); 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Limited Warranty (Continued)

Water Management

Water Management -- The Contractor warrants that if water from the walls or floor wall joint passes through the perimeter water managementsystem and into the basement floor that we will provide the additional labor and materials to fix the leak at no additional charge to the Customer. Contractor is not responsible for any damages caused as a result of failure of the water management system. Contractor is not responsible for any damage to contents of the property. This warranty applies to WaterGuard systems along
the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided
VFS, LLC. is notified within 30 days of the real estate transfer. The water management system shall not rust, rot or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances. This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks, hurricanes or other acts of God. Contractor is not responsible for peeling paint, water once it is pumped from the
house, dust created from installation, damage to hidden or buried fuel/utility service lines, orfrozen discharge lines without an IceGuard. Floor cracks are warranted against leakage only with full perimeter WaterGuard systems. Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacture's warranty which is 60 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are recommended but cannot be relied upon to work in every situation. Annual maintenance is recommended to find potential problems, but not required for this warranty to be in effect. Unless otherwise noted, electrical work is not included in this contract and problems for electrical connections or lack thereof are the responsibility of the customer. Systems that drain to daylight cannot be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, or for a system which requires cleaning, flushing or other service as necessary to keep it functioning. Wall cracks repaired with FlexiSpan are warranted against leakage for 1 year.

Vesta Encapsulation System

VESTA Encapsulation System -- A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture, however the encapsulation system does not claim to be a mold mitigation system and a April Aire dehumidification/air purification system is highly recommended to further reduce mold growth. Wet crawl spaces require a drainage system, and a Sump system to remedy the problem with water below the VESTA Liner liner. VESTA Liner has a transferable 25
year warranty— there will be no charge for service calls on any tears or holes in the VESTA liner (not caused by abuse or misuse), in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer's warranty. Installation of the system does not include extending discharge lines more than five feet form the foundation or electrical work unless specified . Contractor is not responsible for frozen discharge lines without an IceGuard, water once it is pumped from house, or condensation. THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse heath effects, or any other effects. Customer agrees to keep area dry and to promptly report any problems to the Contractor. There are no other warranties, oral or written.

Helical Tie Backs

Contractor hereby warrants that the wall anchors will stop further inward movement of the wall(s) repaired for 25 years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the wall anchors. Walls that do not have wall anchors installed entirely from corner to corner, by Contractor, are not warranted. Wall anchors are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed wall anchors as recommended by the manufacturer, but assumes all liability for damages due to over-tightening of the wall anchors.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within five (5) business days from whichever of the following events occurs last:
1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel
If you decide to cancel this transaction, you may do so by notifying us in writing at:
VESTA FOUNDATION SOLUTIONS CORPORATE OFFICE
4609 S Rockwell Ave, Oklahoma City, OK 73179

VESTA Foundation Solutions
TF 479-424-1188
O Arkansas Admin 2021
www.vestaofarkansas.com
13241 Puppy Creek Rd Suite 21-27
Springdale, AR 72762
You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. We will not cancel work orders until the notice of right to cancel is received. THIS IS A NON REFUNDABLE DEPOSIT.

I wish to cancel.

Owner's Signature **Date**

Owner's Signature **Date**

The undersigned acknowledges receipt of the Notice of Right to Cancel.

Owner's Signature **Date**

Owner's Signature **Date**

22033 East Highway 412
Springdale, Arkansas 72764
(479) 502 7048
ecograssnwa@gmail.com | ecograssnwa.com

RECIPIENT:

Aaron Watkins
x
Fayetteville, AR 72703

Quote #3

Sent on	Apr 06, 2023
Total	**$5,000.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Softscaping - Clean up	Fix railing Fix fence post Pick gravel Add top soil Add hay Spread fescue seeds Labor	1	$5,000.00	$5,000.00

Total **$5,000.00**

Address of service:
1284 E Shadowridge Dr
Fayetteville, AR 72701

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ **Date:** _____

Three Amigos Lawncare and Landscaping

Wall cost $3,000 (delivery included)

*drain material $1,000 (delivery included)
Pvc Pipes, fabric, filter rock, brown rock

*Bermuda Sod $1,000
(Top soil, delivery, sod)

Material total $4,800

Hauling away old railroad ties and dump fee

extra digging will be
necessary to proper install path

good soil we can reuse to raise and level the lawn behind the stone wall that's being eroded, then add top soil and then install sod (last part of work) bad soil and rocks we will haul away and dump

we will use heavy equipment to lift up the stones and install them properly, this equipment it is included on labor cost

Labor cost $4,000

total $8,800

William Velado Polanco

wvelado@hotmail.com

Please let me know if you need anything more or resent. I look forward to resolving this as quickly as the approval process allows so that the property (and time/life ☺) can get back to order and whole. Thanks again, and,

All best,
Laura

From: Office Personnel <info@nwafourseasons.com>
Sent: Thursday, July 20, 2023 11:17 AM
To: Laura Virginia Gray <lgray@uark.edu>
Subject: Four Seasons Landscaping - 1284 East Shawdowridge

You don't often get email from info@nwafourseasons.com. Learn why this is important

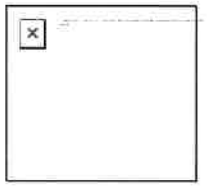
Dear Miss Gray

Thank you for contacting Four Seasons Landscaping for your retaining wall and flower bed reconstruction project located at 1284 East Shawdowridge Drive Fayetteville, AR 7270.

Unfortunately, due to uncontrollable circumstances, we will not be able to provide you with an estimate for the requested project.

Thank you

Four Seasons Landscaping, LLC



Office (479) 595-0685
Fax (479) 527-2588

CR Painting & Drywall

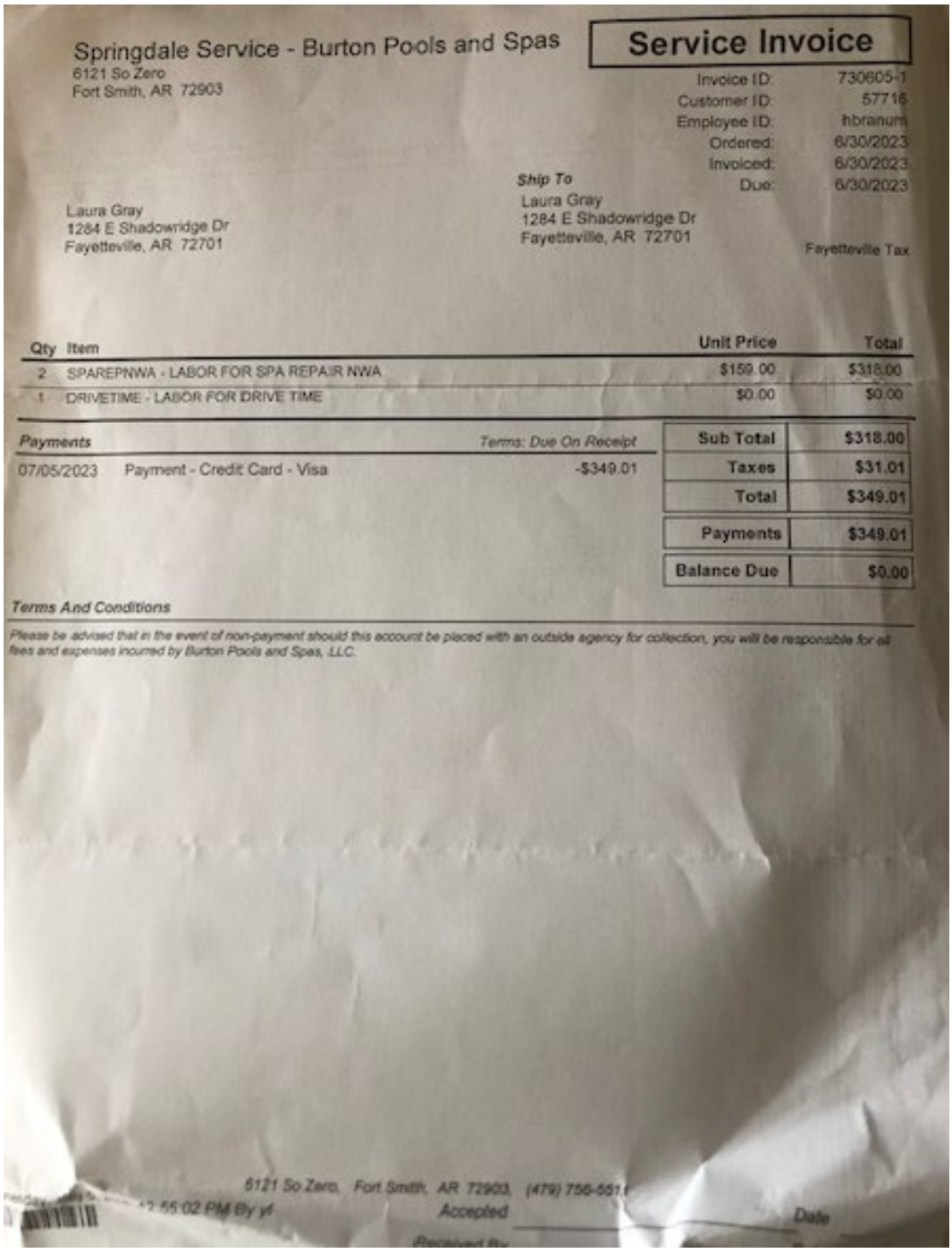
417 E POST RD ROGERS AR 72758 (872)588-9936

Estimate 2023/45

3/07/2023

Address And Name	*JOB Description*	*Total cost*
CUSTUMER ADREES *1284 EAST SHADOWRIDGE DR* *CUSTUMER NAME* *LAURA GRAY*	WE MOST PROTECT FURNITURE FLOORS FROM PAINT AND DUST REPAIR MULTIPLE CRACKS IN WALLS AROUND THE HOUSE MANY WALLS NEED TO BE REPAIR TAPE MUD ,RETEXTURE ,SAND PRIME AND PAINT TO EXISTING COLORS LIVING ROOM,FRONT ENTRY 4 BEDROOMS ONE BATH AND 2 CLOSETS THIS IS JOB WILL TAKE AT LEAS 1 WEEK TO DO ALL REPAIRS CAUSED BY A BROKET DRAIN	Labor material $3600.00

License and insured up to $2,000,000



Springdale Service - Burton Pools and Spas
6121 So Zero
Fort Smith, AR 72903

Service Invoice

Invoice ID: 730605-1
Customer ID: 57716
Employee ID: hbranum
Ordered: 6/30/2023
Invoiced: 6/30/2023
Due: 6/30/2023

Laura Gray
1284 E Shadowridge Dr
Fayetteville, AR 72701

Ship To
Laura Gray
1284 E Shadowridge Dr
Fayetteville, AR 72701

Fayetteville Tax

Qty	Item	Unit Price	Total
2	SPAREPNWA - LABOR FOR SPA REPAIR NWA	$159.00	$318.00
1	DRIVETIME - LABOR FOR DRIVE TIME	$0.00	$0.00

Payments — *Terms: Due On Receipt*

07/05/2023 Payment - Credit Card - Visa -$349.01

Sub Total	$318.00
Taxes	$31.01
Total	$349.01
Payments	$349.01
Balance Due	$0.00

Terms And Conditions

Please be advised that in the event of non-payment should this account be placed with an outside agency for collection, you will be responsible for all fees and expenses incurred by Burton Pools and Spas, LLC.

6121 So Zero, Fort Smith, AR 72903, (479) 756-551

Accepted

Date

The Pool & Spa Store

2737 N. College Ave
Fayetteville, AR 72703
Phone: 479-442-7665
Fax: 479-442-2533
Email: thepoolandspastore@att.net
Web: www.poolandspastore.net

Converted

Salesperson 1: Regina Morris

Revenue Center: Service

Created: 11/11/2022 4:00:47 PM
Completed: 11/17/2022 11:20:51 AM Customer Id: 12477 BC Builders, LLC
Register: Assistant

Invoice 73650

LAURA GRAY
1284 E SHADOWRIDGE DR
FAYETTEVILLE, AR 72701

C: 479-587-8157
Email: LGRAY@UARK.EDU

SPA Service ☑
Robert
Nov 14 2022 4:30PM

Qty	Description	Price	Amount
2	SERVICE LABOR 1 MAN	125.00	250.00
1	MISC USED CIRC PUMP AND CONTROL CAN PLASTIC BOX	200.00	200.00

CORRECT AS SHOWN

_____
Customer Signature

Sub Total	**$450.00**
State Tax	**$29.25**
City/County Tax	**$14.63**
Total	**$493.88**
Notes/Balance Due Date Amount Paid	**$493.88**
COMPLETE Balance	**$0.00**

Payments

Type	Approval Code	Id Numbers	Amount	Date of Trans	Type	Reference #	Date Received	Employee Name
Visa	017012	**********5444	$493.88	11/17/2022	P	181111	11/17/2022	ROBERT COX

Special Comments: HOT TUB NOT HEATING. BOARD MIGHT BE BAD OR NEEDS A CIRC PUMP. YOU HAVE BEEN TALKING TO HER ON THE PHONE. JUST NEEDS A QUOTE. CALL ON WAY.
11.14.22 RDC OC. FOUND CIRC PUMP BAD, HELP WITH COVER MEASURRMENTS. .5HR
11-14-22 RDC/OC REPLACED THE CIRC PUMP WITH A USED ONE AND REPLACED THE CONTROL CAN PLASTIC BOX ONLY. 1.75HRS

I have read the agreement of sale and agree to the above terms and conditions

_____ _____ _____
Customer Signature **Print Name** **Date**

_____ _____ _____
Customer Signature **Print Name** **Date**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Insured:	City of Fayetteville		
Property:	113 W. Mountain Fayetteville, AR 72701		
Claim Rep.:	Mark Deaton	Business:	(479) 871-3700
Claimant:	Laura Gray	Business:	(479) 587-8157
Business:	1284 E. Shadow Ridge Drive Fayetteville, AR 72701		
Estimator:	Mark Deaton	Business:	(479) 871-3700

Claim Number:	**Policy Number:**	**Type of Loss:**

Date Contacted:	4/24/2023 12:30 PM		
Date of Loss:		Date Received:	4/24/2023 12:30 PM
Date Inspected:	4/26/2023 12:30 PM	Date Entered:	5/11/2023 12:20 PM
Price List:	ARFA8X_MAY23 Restoration/Service/Remodel		
Estimate:	2023-05-21-1220		

PROPERTY DAMAGE DISCLAIMER: PLEASE READ CAREFULLY

NWA Claims, LLC . is not authorized to: (1) make coverage determinations, (2) secure contractors, (3) authorize OR suggest payments, or (4) authorize work of any kind whatsoever.

NWA Claims, LLC . will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

OUR ESTIMATE IS NOT A PROMISE OF PAYMENT OR CONSTITUTES SETTLEMENT OR AN OFFER OF SETTLEMENT; IT IS NOT AN AUTHORIZATION FOR REPAIRS.

Our estimate does not create coverage under a policy where coverage does not or did not exist.

Preparation of our estimate does not prevent an insurance company from reserving its rights under a policy, or from exercising its rights as outlined within the policy.

This estimate is subject to review by the client/insurance company.

NWA Claims, LLC . is not responsible for payment to any third party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

2023-05-21-1220

Dwelling/Yard

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Foundation-Exterior*	1.00 EA	30,600.00	0.00	30,600.00	(0.00)	30,600.00
2. Foundation-Crawl Space*	1.00 EA	20,820.00	0.00	20,820.00	(0.00)	20,820.00
3. Crossties *	120.00 LF	2.01	24.12	265.32	<48.24>	217.08
4. Topsoil (per CY)	100.00 CY	39.00	390.00	4,290.00	(0.00)	4,290.00
5. Backhoe loader and operator	16.00 HR	101.59	162.54	1,787.98	(0.00)	1,787.98
Two Days to Spread Top Soil/Lift and Reset Stones						
6. Lawn - hydroseeding	2,200.00 SF	0.12	26.40	290.40	(0.00)	290.40
7. Gravel *	300.00 SF	3.02	90.60	996.60	<271.80>	724.80
8. Detach & Reset Gate & Post*	8.00 LF	15.11	12.09	132.97	(0.00)	132.97
9. Detach & Reset Natural stone*	60.00 SF	50.67	304.02	3,344.22	(0.00)	3,344.22
Remove/Reset Stone						
10. Landscaping (Bid Item)	1.00 EA	1,500.00	150.00	1,650.00	(0.00)	1,650.00
To Do Work In Yard Not Included In Listed Operations						
11. Exterior door- pre-hung unit*	1.00 EA	806.42	80.64	887.06	(0.00)	887.06
12. Exterior door - pre-hung unit*	1.00 EA	806.42	80.64	887.06	<241.93>	645.13
Replace Door and Framing Leading Into Crawl Space						
13. Remove Hot Tub-Sovereign *	1.00 EA	40.67	4.07	44.74	(0.00)	44.74
14. Hot Tub-Sovereign *	1.00 EA	15,820.27	1,582.03	17,402.30	<7,910.14>	9,492.16
50% Betterment						
15. Plants - shrubs - evergreen *	1.00 EA	105.10	10.51	115.61	<31.53>	84.08
Replace Plants Damaged From Water						
Totals: Dwelling/Yard			**2,917.66**	**83,514.26**	**8,503.64**	**75,010.62**

Interior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
16. Drywall (Bid Item)	1.00 EA	2,250.00	225.00	2,475.00	(0.00)	2,475.00
Repair Cracked Areas Around Doors/Walls and Texture						
17. Paint the surface area - two coats	1,200.00 SF	0.99	118.80	1,306.80	<356.40>	950.40
Mix Paint For Match-Touch Up Repaired Areas For Match						
Totals: Interior			**343.80**	**3,781.80**	**356.40**	**3,425.40**

Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Insured:	City of Fayetteville		
Property:	113 W. Mountain Fayetteville, AR 72701		
Claim Rep.:	Mark Deaton	Business:	(479) 871-3700
Claimant:	Laura Gray	Business:	(479) 587-8157
Business:	1284 E. Shadow Ridge Drive Fayetteville, AR 72701		
Estimator:	Mark Deaton	Business:	(479) 871-3700

Claim Number:	**Policy Number:**	**Type of Loss:**

Date Contacted:	4/24/2023 12:30 PM		
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Date Inspected:	4/26/2023 12:30 PM	Date Entered:	5/11/2023 12:20 PM
Price List:	ARFA8X_MAY23 Restoration/Service/Remodel		
Estimate:	2023-05-21-1220		

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NWA Claims, LLC . will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

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NWA Claims, LLC . is not responsible for payment to any third party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

2023-05-21-1220

Dwelling/Yard

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Foundation-Exterior*	1.00 EA	30,600.00	0.00	30,600.00	(0.00)	30,600.00
2. Foundation-Crawl Space*	1.00 EA	20,820.00	0.00	20,820.00	(0.00)	20,820.00
3. Crossties *	120.00 LF	2.01	24.12	265.32	<48.24>	217.08
4. Topsoil (per CY)	100.00 CY	39.00	390.00	4,290.00	(0.00)	4,290.00
5. Backhoe loader and operator	16.00 HR	101.59	162.54	1,787.98	(0.00)	1,787.98
Two Days to Spread Top Soil/Lift and Reset Stones						
6. Lawn - hydroseeding	2,200.00 SF	0.12	26.40	290.40	(0.00)	290.40
7. Gravel *	300.00 SF	3.02	90.60	996.60	<271.80>	724.80
8. Detach & Reset Gate & Post*	8.00 LF	15.11	12.09	132.97	(0.00)	132.97
9. Detach & Reset Natural stone*	60.00 SF	50.67	304.02	3,344.22	(0.00)	3,344.22
Remove/Reset Stone						
10. Landscaping (Bid Item)	1.00 EA	1,500.00	150.00	1,650.00	(0.00)	1,650.00
To Do Work In Yard Not Included In Listed Operations						
11. Exterior door- pre-hung unit*	1.00 EA	806.42	80.64	887.06	(0.00)	887.06
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Replace Door and Framing Leading Into Crawl Space						
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14. Hot Tub-Sovereign *	1.00 EA	15,820.27	1,582.03	17,402.30	<7,910.14>	9,492.16
50% Betterment						
15. Plants - shrubs - evergreen *	1.00 EA	105.10	10.51	115.61	<31.53>	84.08
Replace Plants Damaged From Water						
Totals: Dwelling/Yard			**2,917.66**	**83,514.26**	**8,503.64**	**75,010.62**

Interior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
16. Drywall (Bid Item)	1.00 EA	2,250.00	225.00	2,475.00	(0.00)	2,475.00
Repair Cracked Areas Around Doors/Walls and Texture						
17. Paint the surface area - two coats	1,200.00 SF	0.99	118.80	1,306.80	<356.40>	950.40
Mix Paint For Match-Touch Up Repaired Areas For Match						
Totals: Interior			**343.80**	**3,781.80**	**356.40**	**3,425.40**

Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV

CONTINUED - Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
18. Haul debris - per pickup truck load - including dump fees	1.00 EA	155.39	15.54	170.93	(0.00)	170.93
Totals: Miscellaneous			**15.54**	**170.93**	**0.00**	**170.93**
Line Item Totals: 2023-05-21-1220			**3,277.00**	**87,466.99**	**8,860.04**	**78,606.95**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Summary for Dwelling

Line Item Total	84,189.99
Total Sales Tax	3,277.00
Replacement Cost Value	**$87,466.99**
Less Non-recoverable Depreciation	<8,860.04>
Actual Cash Value	**$78,606.95**
Net Claim	**$78,606.95**

Mark Deaton

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Recap of Taxes

	Total Sales Tax (10%)	Manuf. Home Tax (6.5%)
Line Items	3,277.00	0.00
Total	**3,277.00**	**0.00**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Recap by Room

Estimate: 2023-05-21-1220

Dwelling/Yard	**80,596.60**	**95.73%**
Interior	**3,438.00**	**4.08%**
Miscellaneous	**155.39**	**0.18%**
Subtotal of Areas	**84,189.99**	**100.00%**
Total	**84,189.99**	**100.00%**

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Recap by Category with Depreciation

Items	RCV	Deprec.	ACV
APPLIANCES	**15,820.27**	**7,910.14**	**7,910.13**
CONCRETE & ASPHALT	**30,600.00**		**30,600.00**
GENERAL DEMOLITION	**196.06**		**196.06**
DOORS	**1,612.84**	**241.93**	**1,370.91**
DRYWALL	**2,250.00**		**2,250.00**
MISC. EQUIPMENT - COMMERCIAL	**20,820.00**		**20,820.00**
FENCING	**120.88**		**120.88**
FRAMING & ROUGH CARPENTRY	**1,147.20**	**320.04**	**827.16**
LANDSCAPING	**7,394.54**	**31.53**	**7,363.01**
MASONRY	**3,040.20**		**3,040.20**
PAINTING	**1,188.00**	**356.40**	**831.60**
Subtotal	**84,189.99**	**8,860.04**	**75,329.95**
Total Sales Tax	**3,277.00**		**3,277.00**
Total	**87,466.99**	**8,860.04**	**78,606.95**

NWA Claims, LLC.

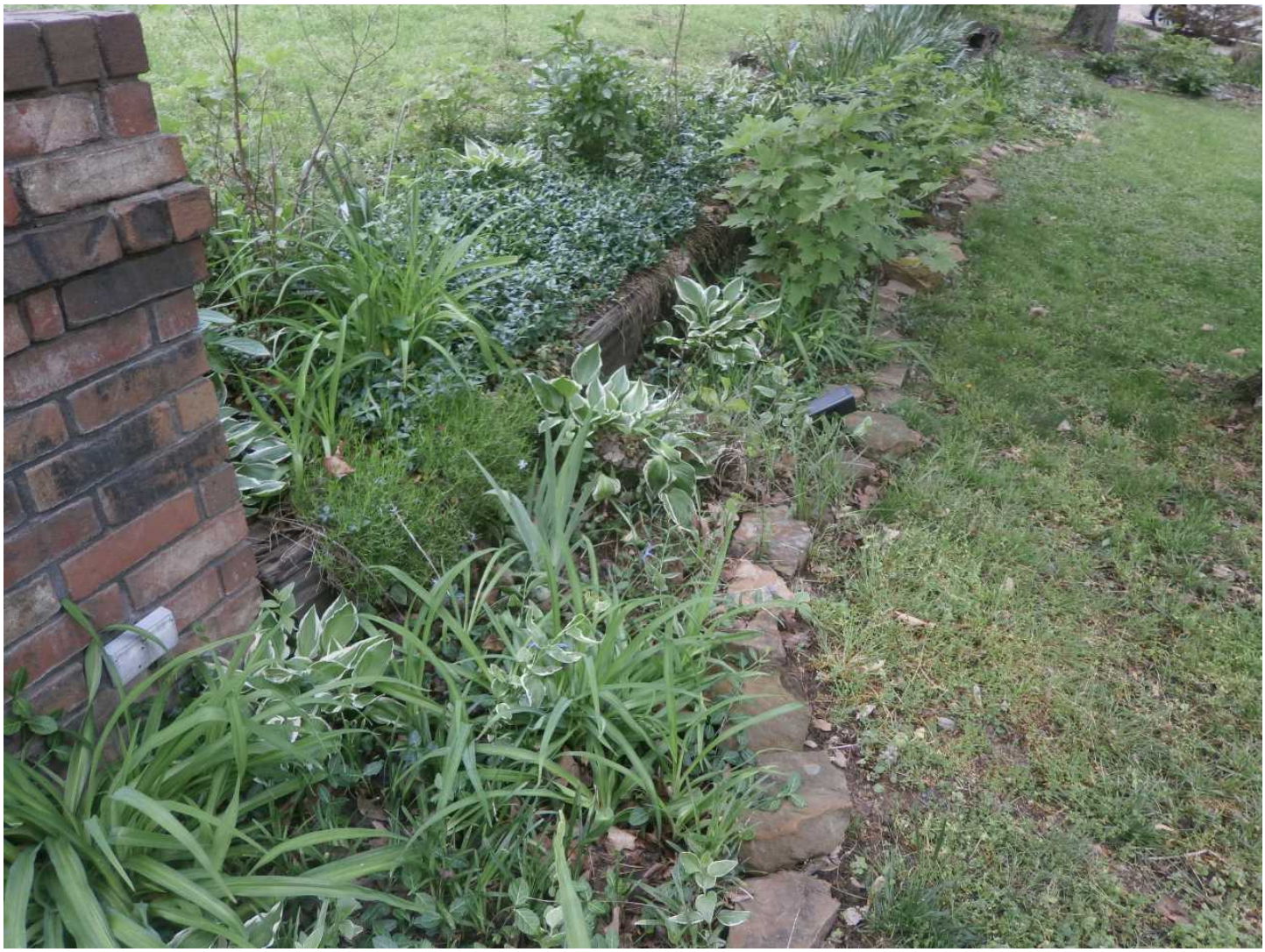
P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

1 1-Exterior Date Taken: 4/26/2023

2 2-Exterior Date Taken: 4/26/2023

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



3 3-Yard Date Taken: 4/26/2023

4 4-Built Up Area Date Taken: 4/26/2023

5 5-Crossties Date Taken: 4/26/2023

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

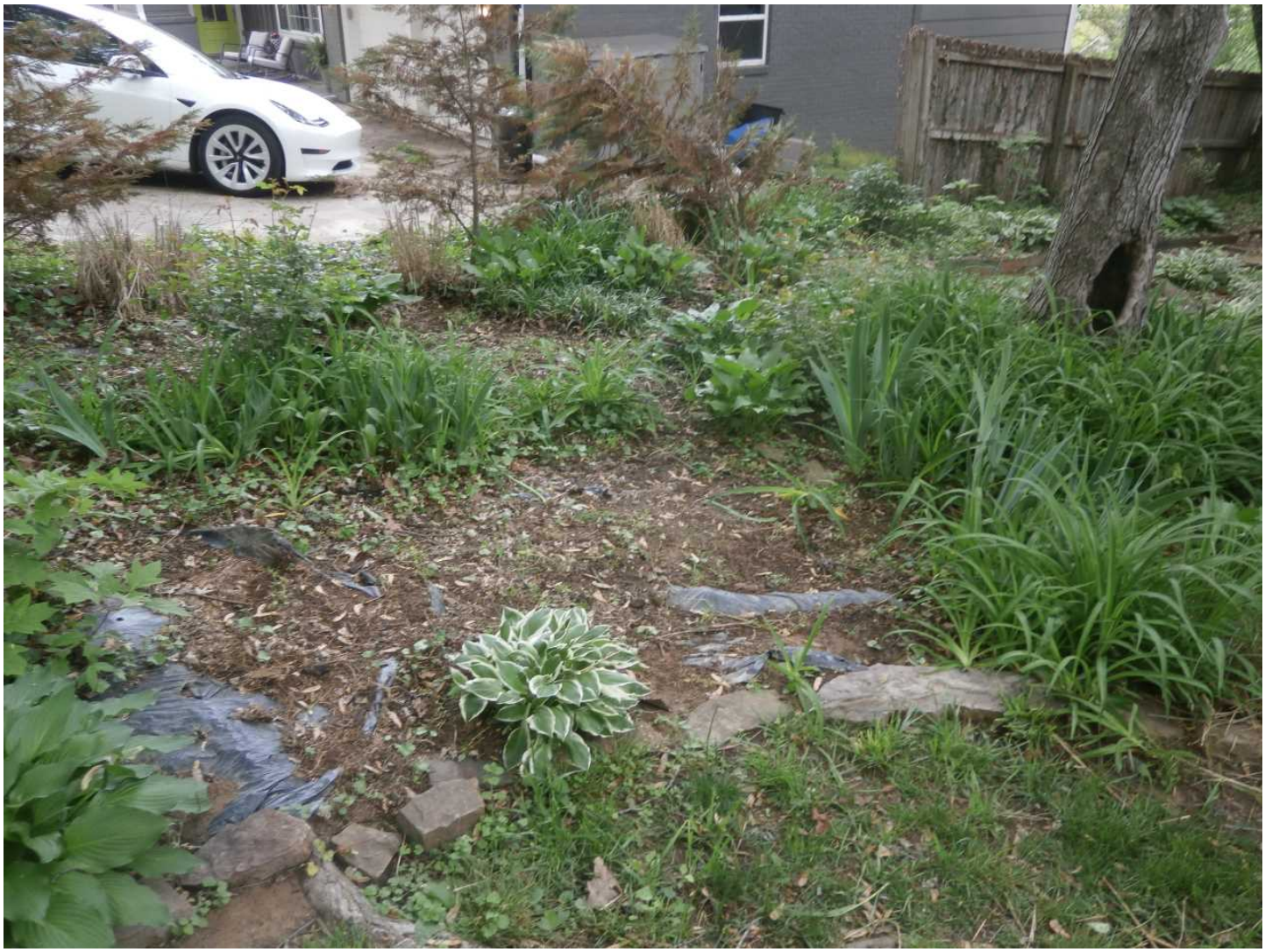
6 6-Crossties Date Taken: 4/26/2023

7 7-Crossties/Plants Date Taken: 4/26/2023

8 8-Plants Date Taken: 4/26/2023

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



9 9-Eroded Area Date Taken: 4/26/2023

10 10-Eroded Area Date Taken: 4/26/2023

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

11 11-Front of Dwelling Date Taken: 4/26/2023

12 12-Walkway Date Taken: 4/26/2023

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

13 13-Soil Build-up Date Taken: 4/26/2023

14 14-Gate-Fence Date Taken: 4/26/2023

15 15-Rear Door To Crawl Space Date Taken: 4/26/2023

16 16-Spa Date Taken: 4/26/2023

17 17-Door To Crawlspace Date Taken: 4/26/2023

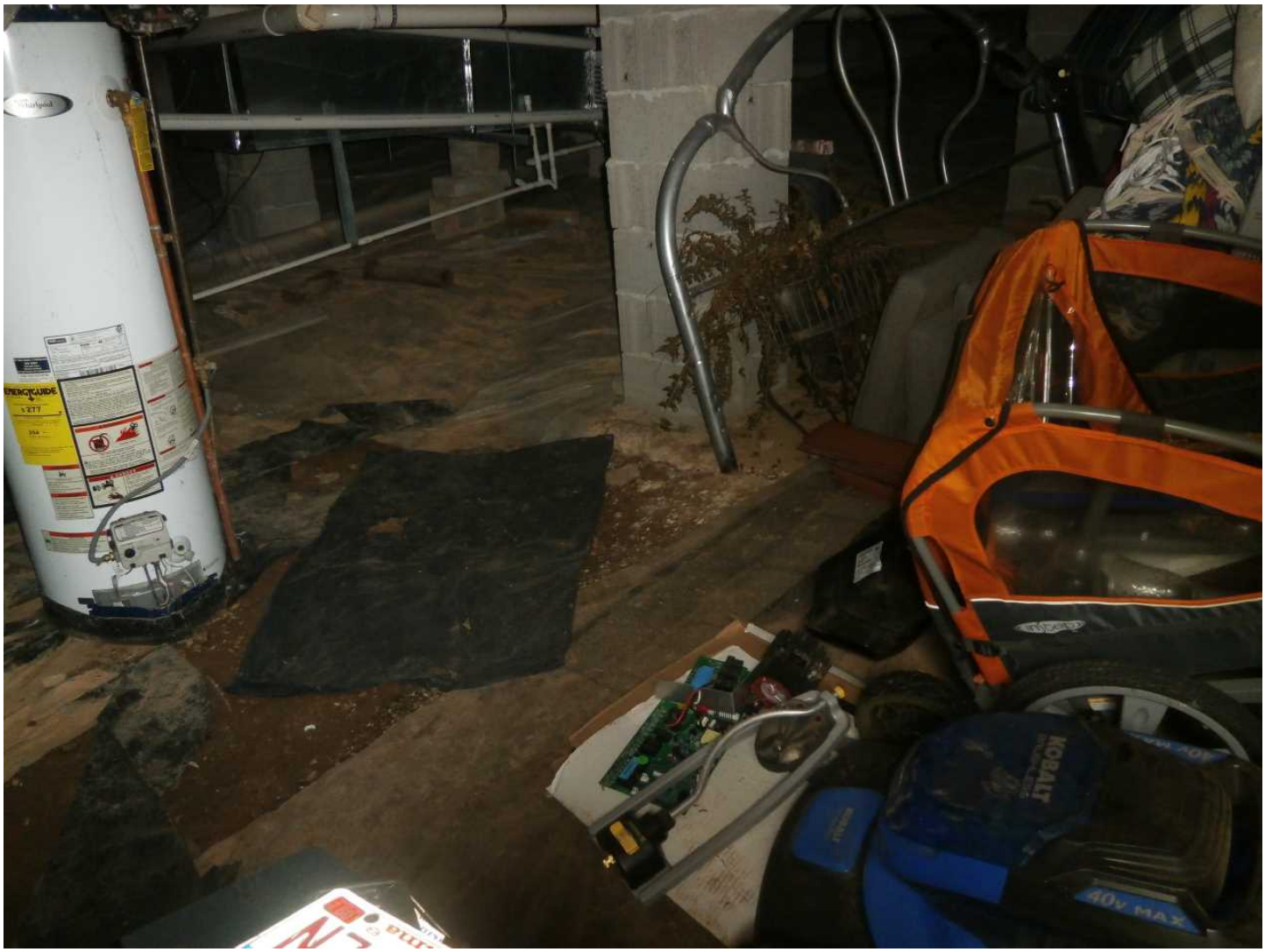
18 18-Door/Framing Date Taken: 4/26/2023

19 19-Crawl Space Date Taken: 4/26/2023

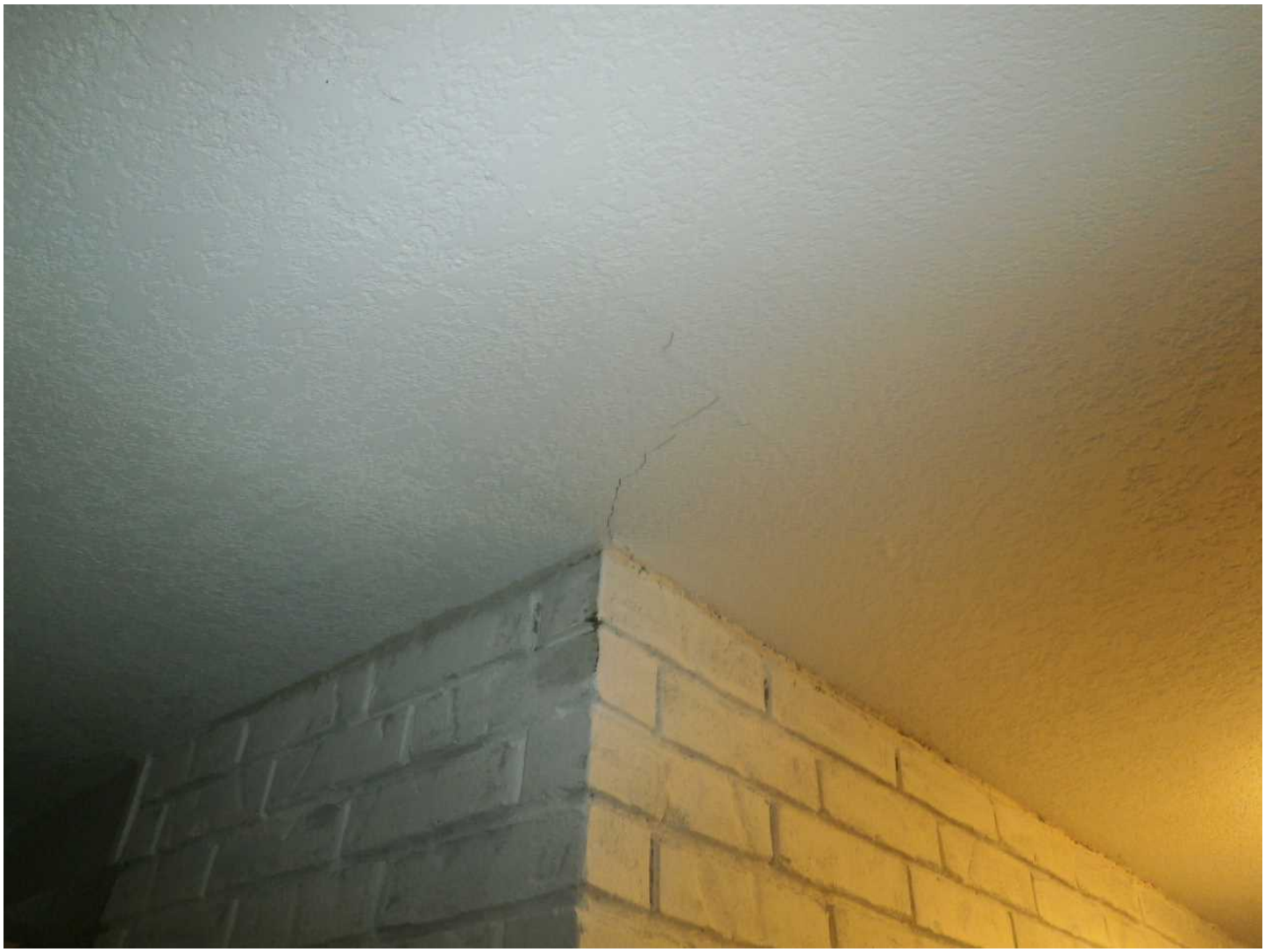
20 20-Crawl Space Date Taken: 4/26/2023

21 21-Crawl Space Date Taken: 4/26/2023

22 22-Crawl Space Date Taken: 4/26/2023



23 23-Crawl Space Date Taken: 4/26/2023



24 24-Texture Crack Date Taken: 4/26/2023

25 25-Texture Crack Date Taken: 4/26/2023

26 26-Texture Crack Date Taken: 4/26/2023

27 27-Texture Crack Date Taken: 4/26/2023

28 28-Texture Crack Date Taken: 4/26/2023

29 29-Crack Around Door Date Taken: 4/26/2023

30 30-Crack Around Door Date Taken: 4/26/2023

Received from Blake Pennington 9/17/2024 at 11:21 AM

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

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **September 17, 2024**

RE: Laura Gray Damage Claims – Additional Work

Ms. Gray identified another estimate that was provided by Foundation Specialties for some additional work that needed to be done to her foundation. The Utilities Department has verified through our independent adjuster that this is a valid expense and should be included in her second claim. Therefore, the resolution has been updated again and reflects a total amount of $59,502.36 for the second damage claim. The Utilities Department and I recommend that the City Council amend to this language instead of the resolution I sent yesterday.

RESOLUTION NO. _____

A RESOLUTION AMEND RESOLUTION 199-23 AND AUTHORIZE THE MAYOR TO PAY THE ADDITIONAL AMOUNT OF $28,606.95 TO OR ON BEHALF OF LAURA GRAY FOR A WATER DAMAGE CLAIM ARISING AT 1284 EAST SHADOW RIDGE DRIVE, TO AUTHORIZE THE MAYOR TO PAY THE TOTAL AMOUNT OF $59,502.36 TO OR ON BEHALF OF LAURA GRAY FOR A SECOND WATER DAMAGE CLAIM AT 1284 EAST SHADOW RIDGE DRIVE

WHEREAS, on October 14, 2022, the City experienced an 8-inch water main break which caused a substantial amount of damage to the home at 1284 East Shadowridge Drive owned by Laura Gray with a total estimated cost of repair in the amount of $78,606.95; and

WHEREAS, on November 4, 2022, the City experienced a second break of the same line which caused additional damage to the home at 1284 East Shadowridge Drive with a total estimated cost of repair in the amount of $59,502.36 and which was the subject of a separate damage claim; and

WHEREAS, on September 4, 2023, the City Council passed Resolution 199-23 authorizing a payment to or on behalf of Laura Gray in the amount of $50,000.00 which was the limit authorized by § 39.10 of the City Code at that time; and

WHEREAS, on March 19, 2024, the City Council passed Ordinance 6725 which increased the limit on damage claims to $100,000.00; and

WHEREAS, on June 21, 2024, Laura Gray executed a partial release that allowed foundation repairs to be made and for the City to issue a payment to the foundation repair contractor but did not limit her ability to seek the additional damages she had claimed; and

WHEREAS, § 39.10(C)(4) of the City Code provides that "the Mayor may request the City Council to authorize an amount greater than $35,000.00 by resolution, but in no case shall the city pay more than $50,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds (⅔) majority approves an exemption from the $50,000.00 damage cap and approves a payment up to $100,000.00."

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to § 39.10(C)(4) of the Fayetteville City Code, hereby amends Resolution 199-23 and authorizes Mayor Jordan to pay the additional amount of $28,606.95 to or on behalf of Laura Gray for expenses related to the water main break damage that occurred on October 14, 2022, at 1284 East Shadow Ridge Drive.

Section 2: That the City Council of the City of Fayetteville, Arkansas, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the total amount of $59,502.36 to or on behalf of Laura Gray for expenses related to the water main break damage that occurred on November 4, 2022, at 1284 East Shadow Ridge Drive.

PASSED and **APPROVED** this 17th day of September, 2024.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

Prepared by:
Marcos Gutierrez
C 479-263-2956
mgutierrez@foundationspecialties.com

Foundation Specialties of NWA
www.foundationspecialties.com
TF (479) 756-2930
License# 03759105120

Prepared on:
7-11-24

Prepared for:
LAURA GRAY
LGRAY@UARK.EDU
C 479-587-8157

Job location:
1284 E SHADOWRIDGE DRIVE
FAYETTEVILLE , AR 72701

Project Summary

STABILIZE LOCAL AREA OF FOUNDATION SETTLEMENT	$14,100.00
Total Investment	$14,100.00
Total Contract Price	**$14,100.00**
Deposit Required - 0%	$0.00
Deposit Paid	$0.00
Amount Due Upon Installation	**$14,100.00**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature Marcos Gutierrez **Date** 7-11-24

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. I am aware that failure to pay may result in a lien on my property.

Customer Signature _____ **Date** _____

Job Details

SEE FS PLACEMENT DIAGRAM ON FINAL PAGE

Type of Wall ..... Block/Brick
Existing Wall Finish ..... Plain
Existing Floor Finish ..... Dirt

Job Details (Continued)

Specifications

Install Push Pier(s) to support the foundation as shown on job drawing using a standard bracket. Final Location of pier(s) is subject to field conditions.

Depth Clause

Prices allow for standard depths of 16'-0" below footing. Additional pier material will be priced at $60 per each 36" section or portion thereof.

Contractor Will

1.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed)

2.) Attempt to straighten the foundation wall(s). Although straightening is likely, it is not guaranteed.

3.) Backfill all excavated areas using any excess dirt to establish a positive slope away from house. (Where applicable)

4.) Clean up construction affected areas and dispose of any broken concrete or rock debris.

5.) Provide a pier installation record showing the depth, specifically measured load bearing capacity and load actually supported by each pier - as well as its actual installation location.

6.) Provide 25 year Manufacturer's Product Warranty & Contractor's Installation Warranty. Warranty is transferable to future owner at no additional cost.

7.) Lift portions of the elements to reduce the distress in the foundation, framing and finishes where possible and practical.

* **Customer Will**

1.) Remove and replace any landscaping that is in the work area.

2.) Move personal items at least 10 feet away from the work area.

3.) Remove and replace the HVAC unit and/or Ductwork from the work area.

4.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.

5.) Pay an additional charge as shown for piers installed beyond the expected depth.

Product List

PERIMETER PIERS (PUSH) 7

(4 INTERIOR CRAWLSPACE INSTALLATIONS)

Job Details (Continued)

Additional Notes

PERIMETER FOUNDATION – Continuous Spread Footings
Foundation Specialties will install push pier underpinning assemblies at the bottom of the foundation (footing) level including: labor and equipment for excavation (pit) to access the foundation bottom; Backfilling the access pit with the same material previously excavated and compacting the backfill with a mechanical tamper; providing all materials and labor to install the push pier assemblies. The push pier assembly will be manufactured by Supportworks. Push piers shall be driven to make contact with bedrock or similar load bearing stratum adequate to support the superimposed loads. Final location of push pier(s) is subject to field conditions. FS will transfer the foundation loads to the underpinning assemblies to reduce the distress in the foundation, framing and restore the original elevation of the foundation where possible and practical. Upon completion of the project FS will provide an installation report that records the depth of the pier, driving force upon each pier section, the amount the foundation is lifted, and final load (weight) bearing upon the underpinning assembly.
Existing Conditions and Features Responsibility: Foundation Specialties is not responsible for any pre-existing structural or mechanical separations or fractures while performing the work under this proposal. FS is not responsible for plantings or landscape features that may require removal, reinstallation, or replacement. FS will exercise reasonable care to avoid or minimize damage to plantings but cannot guarantee long-term survival.

Provision for Excessive Pier Depths: Prices allow for Push Pier depths of 16'-0" below the footing. Additional push pier tube material will be priced at $60 per each 36" section or portion thereof.
Provision for Insufficient Footing Conditions: FS assumes construction standards generally recognized by local municipal building codes: 2,500 psi minimum strength concrete and footing dimensions 12" thick x (18" to 24") wide with the exterior toe of the footing projecting at least 2" from the exterior wall line and plumb to the bottom of the footing. If footing construction is significantly deficient, or if structural failure of the footing has occurred such that proper pier installation requires the footing to be supplemented, additional charges may be incurred as follows: (1) For a +/-20" length of 8" x 8" x 1/2" Steel Angle - $350.00 per each pier where installed - or, (2) For a 16" x 16" x 36" Reinforced Concrete Beam - $750.00 per each pier where installed.

Provision for Excessive Concrete or Rock Removal: If the existing footing exceeds 24" in thickness, or if its width projects more than 8" beyond the exterior wall of structure, or if any previous concrete underpinnings are encountered that must be disengaged from the existing foundation, or if existing rock conditions are encountered that require(s) "extra work" with heavy pneumatic tools in order to remove or investigate or drill through the concrete or rock – an "additional production charge" may be incurred at $100/man-hour (includes all FS owned equipment) + the cost of any needed rental equipment and additional materials.

Provision for Adverse Conditions: The price quoted herein reflects estimated costs for normal installation of the proposed work; it does not include any additional costs to cover "adverse conditions", i.e. excessive footing depth, unusually thick concrete slabs, unanticipated underground obstacles such as tree stumps or abandoned structures (or fragments-junk), "floating" boulders not bearing on bedrock, abandoned utilities, mining features, and underground voids within the area(s) of pier installation.
Situations that could result in "Extra Work" expenses are generally not expected and would only occur if necessary for proper execution of the project. If such an instance should arise, the Owner will be advised at earliest opportunity and invited to observe and/or verify existence of the condition(s).

Limited Warranty

Limited Warranty - The Limited Warranty (the "Warranty") is made in lieu of and excludes all other warranties, expressed or implied, and of all other obligations on the part of Foundation Specialties (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the Warranty Certificate, including NO WARRANTIES OF EXPRESSED OR IMPLIED MERCHANTABILITY AND NO WARRANTIES OF EXPRESSED OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE, INCLUDING FOUNDATION REPAIR.

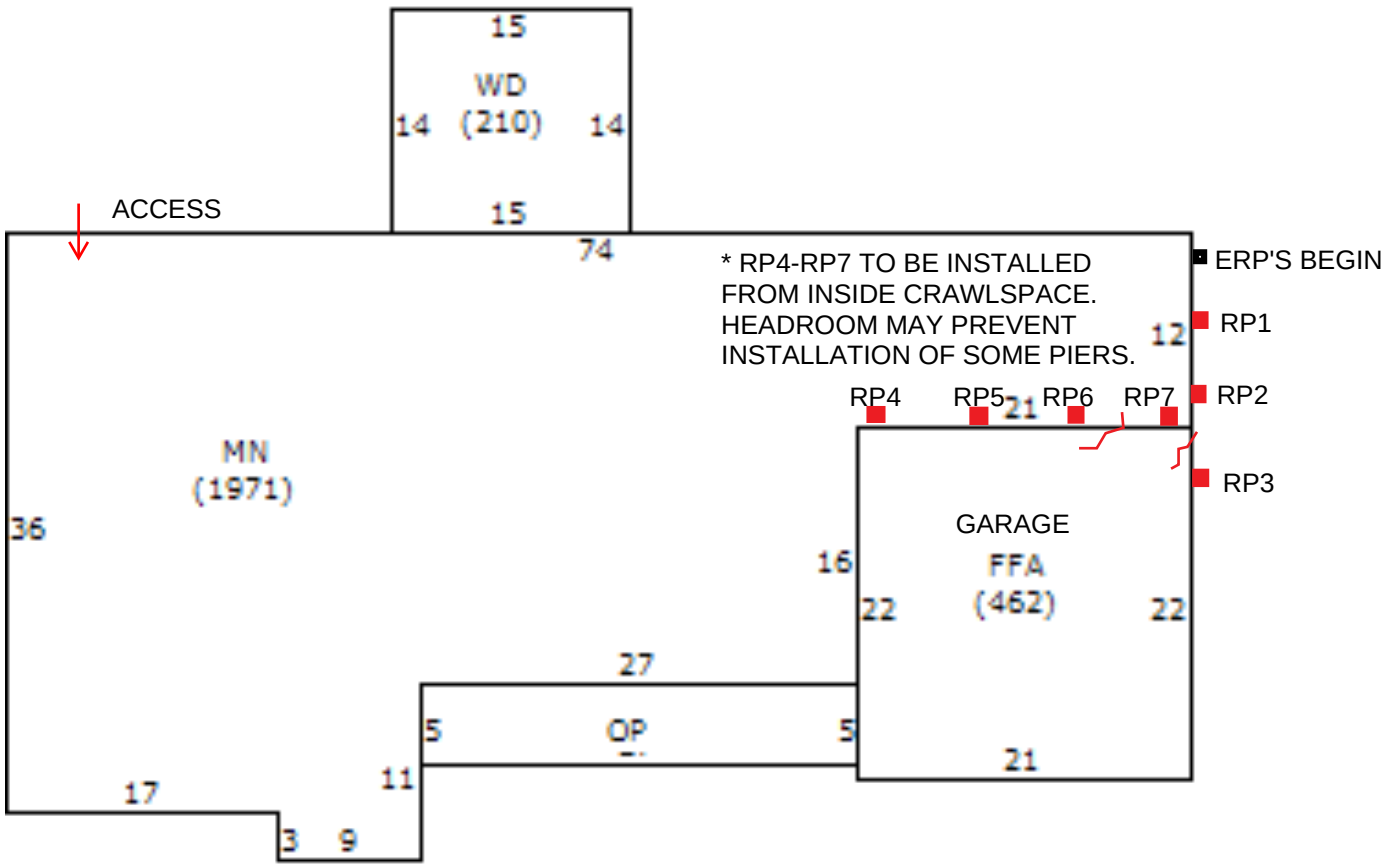
Payments & Warranty Period - For the applicable time periods indicated below, the Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. The Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in the Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are covered by Workers' Compensation insurance. After the work specified in this Contract is completed and paid in full, and for Customer's convenience, Contractor will issue to Customer a Warranty Certificate containing the list of products installed, the date of installation, and certain portions of the Warranty.

* Foundation Perimeter Push Piers - Foundation Specialties warrants the installed foundation push pier underpinning assemblies consisting of steel pier(s) and load transfer bracket(s) against all defects in material and workmanship for a period of Twenty Five (25) years from the date of the Warranty Certificate. If, during this time, any vertical settlement of a foundation underpinning assembly occurs other than settlement or movement caused by Acts of God including but not limited to, earthquake, severe wind, flood, change in the water table, landslides, natural or created side pressures that displace piers, post installation changes in structural configuration or adding or alternating loads bearing on the installed piers, or any man-made condition not evident or revealed at time of initial construction, then Foundation Specialties will, at no expense to the customer, correct any defect in workmanship or material that may be required to restore the foundation underpinning assembly.

Exclusions From The Warranty - The Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) any system that has been altered; 3) dust incidental to installation; 4) damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished walls, and other objects inside the foundation of the structure on which work was completed; 5) breakage of any hidden or unmarked fuel/utility/service/private lines; and 6) any damages caused by mold including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Contractor does not warrant to lift, to close cracks, to render doors and windows operational or to move walls back to their original position, but will do its best to achieve positive results in this regard.

FOUNDATION SPECIALTIES OF NWA
PLACEMENT DIAGRAM

DataScout, LLC



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-468

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

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

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **2024-468 - Cost Share with Specialized Real Estate Group for trail improvements along Sang Avenue.**

RECOMMENDATION:
Staff recommends approval of a cost share agreement with Specialized Real Estate Group as agent for owner, Markham Residential Owner, LLC to pay $252,901.07 for trail improvements along the west side of the N. Sang Avenue Extension from W. Halsell Rd. to W. Markham Rd. and approve contingency in the amount of $10,000.00.

BACKGROUND:
In February 2021, the Planning Commission approved LSD 2020-000015: Large Scale Development (2231 W. Markham Rd./Pratt Place Inn & Barn Additions, 481). Per Ordinance 6096, a new street connection from Halsell Road to Markham Road is required to accommodate the volumes of traffic associated with the development. The new street extension will be constructed in accordance with the Master Street Plan Alternative Residential Link Street section with curb and gutter and streetlights. Due to the high cost of constructing the street, it was determined that the developer would not be responsible for the construction of sidewalk or trail. In lieu of sidewalk construction, grading work will be performed to accommodate the construction of a 10-foot-wide shared-use paved trail. It will be most cost-effective to include the construction of the trail in association with the construction of the new roadway.

The project is moving forward to construction and the developer has agreed to construct the section of 10-foot-wide concrete trail along the west side of the extended portion of Sang Avenue from Halsell Road to Markham Road. The developer has provided the trail construction cost from their contractor in the amount of $252,901.07.

DISCUSSION:
The Active Transportation Plan shows a shared use paved trail to be constructed along the south side of Markham Road from Razorback Road west and north along the new Sang Avenue Extension to Maple Street and on west to I-49 where a future crossing of the interstate will connect this trail to Centennial Park and Persimmon Street. To work toward completing this important trail connection over time, it is essential that the portion of trail improvements are constructed as adjacent development occurs along the route. With this proposed cost-share, a 10-foot wide shared-use paved trail will provide safe passage for trail users in pursuit of the City's goals to support users of all ages and all abilities.

BUDGET/STAFF IMPACT:

This cost share in the amount of $252,901.07 plus $10,000 in contengency is funded by the Sales Tax Capital Improvements Fund for Cost Shares.

ATTACHMENTS: SRF (#3), Cost Share Agreement - Sang Street Trail (#4), Exhibit A - Sang Ave. Ext. Trail Plan (#5), Exhibit B - Sang Ave. Ext. Trail Cost Share Unit Prices (#6), Active Transportation Plan - Markham Area (#7), LSD-2020-000015 PC Report - PC Approved (#8)

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

File #: 2024-468

2024-468 - Cost Share with Specialized Real Estate Group for trail improvements along Sang Avenue.

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH SPECIALIZED REAL ESTATE GROUP AS AGENT FOR OWNER, MARKHAM RESIDENTIAL OWNER, LLC IN THE AMOUNT OF $252,901.07 FOR TRAIL IMPROVEMENTS ALONG THE WEST SIDE OF THE NORTH SANG AVENUE EXTENSION FROM WEST HALSELL ROAD TO WEST MARKHAM ROAD, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF $10,000.00

WHEREAS, in February 2021, the Planning Commission approved a Large-Scale Development at 2231 W. Markham Road/Pratt Place Inn & Barn Additions; and

WHEREAS, per Ordinance 6096, a new street connection from Halsell Road to Markham Road is required to accommodate the volumes of traffic associated with the development; and

WHEREAS, the new street extension will be constructed in accordance with the Master Street Plan Alternative Residential Link Street section with curb and gutter and streetlights; and

WHEREAS, due to the high cost of constructing the street, it was determined that the developer would not be responsible for the construction of sidewalk or trail; and

WHEREAS, in lieu of sidewalk construction, grading work will be performed to accommodate the construction of a 10-foot-wide shared-use paved trail; and

WHEREAS, it will be most cost-effective to include the construction of the trail in association with the construction of the new roadway; and

WHEREAS, the developer has agreed to construct the section of 10-foot-wide concrete trail along the west side of the extended portion of Sang Avenue from Halsell Road to Marham Road and has provided the trail construction costs in the amount of $252,901.07.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a cost share agreement with Specialized Real Estate Group as agent for owner, Markham Residential Owner, LLC in the amount of $252,901.07 for trail improvements along the West side of the North Sang Avenue Extension from West Halsell Road to West Markham Road, and further approves a

project contingency in the amount of $10,000.00.

City of Fayetteville Staff Review Form

2024-468

Item ID

9/17/2024

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

Matt Mihalevich	8/26/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a cost share agreement with Specialized Real Estate Group as agent for owner, Markham Residential Owner, LLC to pay $252,901.07 for trail improvements along the west side of the N. Sang Avenue Extension from W. Halsell Rd. to W. Markham Rd. and approve contingency in the amount of $10,000.00.

Budget Impact:

4470.800.8820-5809.00	Improvements Street
Account Number	Fund
02116.1	Cost Share/ROW/Intersection/Street Calming
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	409,389.69
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**409,389.69**
Does item have a direct cost?	Yes	Item Cost	$	262,901.07
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**146,488.62**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 6096

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACTUAL AGREEMENT FOR COST SHARE OF TRAIL IMPROVEMENT COSTS

This Agreement, made and entered into on this ___28th__ day of __August_____ 2024, by and between the City of Fayetteville, Arkansas ("City") and Specialized Real Estate Group, Inc. as agent for owner, Markham Residential Owner, LLC (SREG"), witnesseth:

WHEREAS, SREG is constructing a new residential development at the west end of Markham Road and will be extending N. Sang Avenue from W. Markham Road. to W. Halsell Road.

WHEREAS, the Active Transportation Plan identifies a 10-foot-wide trail be constructed along N. Sang Avenue, and

WHEREAS, trail improvements, which exceed the rough proportionality of impact of the development project are necessary to be included with the construction of the extension of N. Sang Avenue to comply with the Active Transportation Plan.

WHEREAS, SREG has committed to constructing a 10-foot wide concrete trail according to the City standard for trail construction along the west side of the N. Sang Avenue. extension.

WHEREAS, the City of Fayetteville Engineering Division recommends the trail improvements, which exceed the rough proportionality of impact from the development be funded by means of a cost share.

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

1. The City of Fayetteville, Arkansas agrees to:

    A. Reimburse SREG for $252,901.07 which represents the cost to install approximately 924 linear feet of 10-foot concrete trail according to the City trail standard detail, including erosion control, demolition, excavation, 2' of select fill with 1 foot overbuild on each side, 4" class 7 base with 1 foot overbuild on each side, 4" concrete trail with fiber reinforcement, retaining wall with safety railing, fine grading, sod mow strip, 1 ½" conduit with 12" X 12" pull box every 80 feet, as shown in Exhibit "A", attached.

    B. Payments due to SREG shall be remitted within sixty (60) days after receipt of valid invoices, and pending successful inspection and acceptance of the completed work by the City of Fayetteville Engineering Division.

2. SREG agrees to:

    A. Provide the necessary and normal project management, inspection, and testing as necessary to complete the work shown on Exhibit "A", in accordance with the City of Fayetteville Minimum Street Standards, and City Standard Details,

both of which are available at http://www.fayetteville-ar.gov/445/Engineering-Specs-Details

B. Provide a copy of the invoices from the Contractor upon completion and City approval of the trail improvements described in Exhibit "A".

C. Pay for the trail improvements with a not to exceed reimbursement of $252,901.07 of the cost by the City of Fayetteville.

D. Protect two large oak trees located just west of the west right of way line of Sang Avenue at the west end of Halsell Road. In the event that a tree or trees die due to construction activities within 3 years of construction completion, SREG agrees to provide future compensation in the amount of $5,000.00 per dead tree and removal of the tree to Charles & Phyllis Johnson, such amount being liquidated damages for any and all claims related to the loss and removal of such tree(s). This condition only applies to construction related impacts and does not apply if the tree is damage due to other conditions such as lighting strike, utility company impacts, being struck by something other than construction-related machinery, or any other condition that is not the direct result of the street and trail construction.

3. It is further understood that the contract for construction is between SREG and their Contractor and that the City has no contractual obligation with either the Contractor or any agent for SREG. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of $252,901.07 for the associated trail improvements.

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

MARKHAM RESIDENTIAL OWNER, LLC

By: _____
JEREMY HUDSON, Manager

ATTEST:

By: _____
N. FONDANO, DIRECTOR OF LAN.

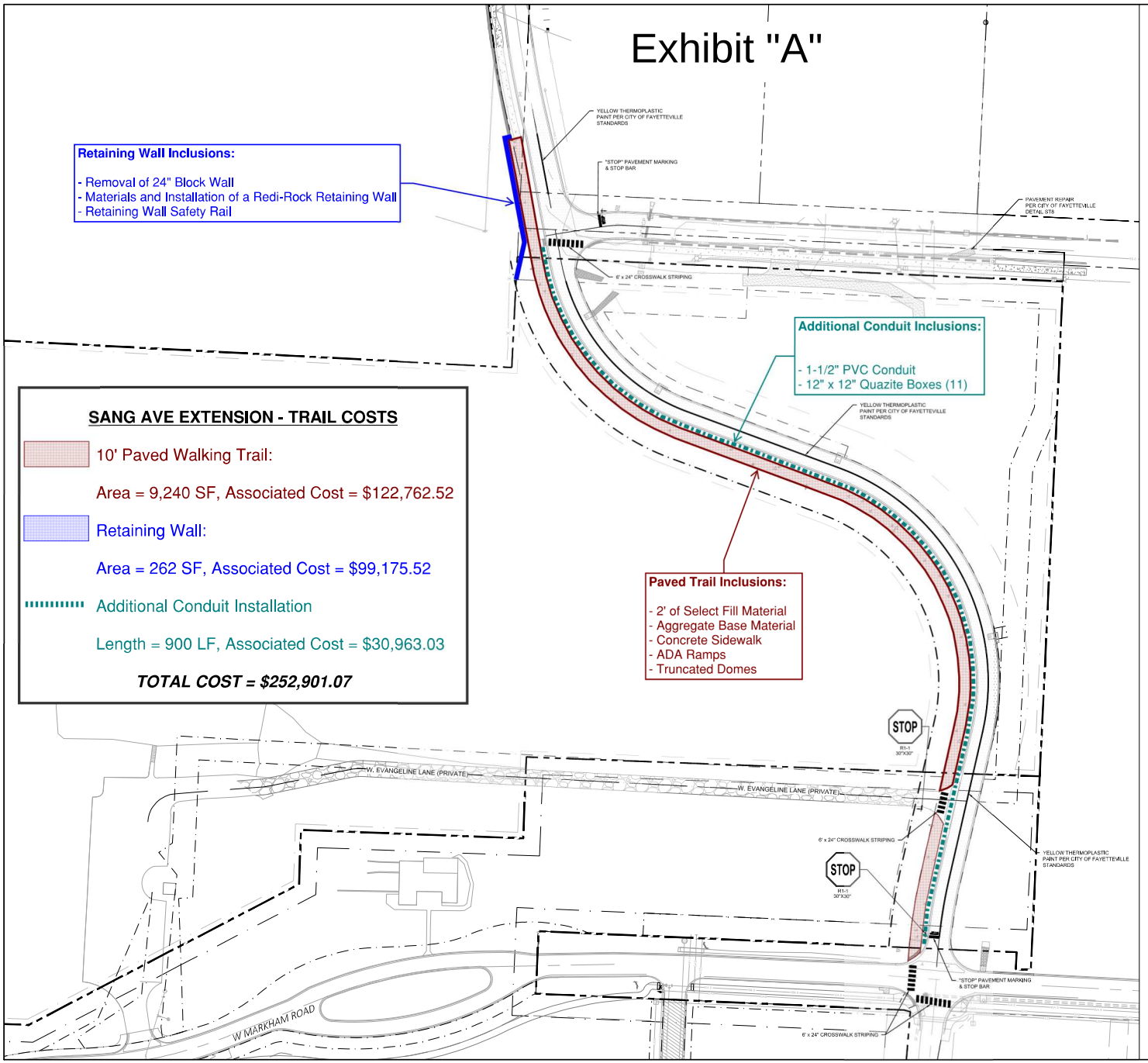
CITY OF FAYETTEVILLE ARKANSAS

By: _____
LIONEL JORDAN, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk

Exhibit "A"



REVIEWED FOR MINIMUM COMPLIANCE WITH CITY OF FAYETTEVILLE ENGINEERING DESIGN CRITERIA
CITY OF FAYETTEVILLE ARKANSAS
Josh Boccaccio, PE
03/27/2024

40' 20' 0 40' 80'
SCALE: 1" = 40'

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 14042
JAMES L. KLUBER

DCI DEVELOPMENT CONSULTANTS INCORPORATED
2200 N. ROONEY PARKWAY ROAD SUITE 203 LITTLE ROCK, AR 72212 501-221-2900

COPYRIGHT: 2022
SCALE: 1" = 40'
DATE: 02-07-2024
REVISIONS

DEVELOPMENT CONSULTANTS INCORPORATED

PROJECT TITLE: N. SANG AVENUE EXTENSION
FAYETTEVILLE, ARKANSAS

SHEET TITLE: MARKHAM RD./N. SANG AVE AND HALSELL RD/N. SANG AVE OVERALL PAINTING & STRIPING PLAN

PROJECT NO: 20-174

SHEET NO: C1.03

SANG AVE EXTENSION - TRAIL COSTS

Walking Trail

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT		UNIT PRICE		TOTAL
6" Agg Base @10' Trail	192	TON	$	27.02	$	5,187.84
Import Select Fill for Walking Trail (24" per COF TR5)	890	TCY	$	25.12	$	22,351.22
Walking Trail	9,240	SF	$	9.11	$	84,176.40
Concrete Side Walk	320	SF	$	8.61	$	2,755.20
Handicap Ramps	4	EA	$	1,113.93	$	4,455.72
Truncated Domes	6	EA	$	303.80	$	1,822.80
Remove Existing Sidewalk	1379	SF	$	1.46	$	2,013.34
			Subtotal		$	122,762.52

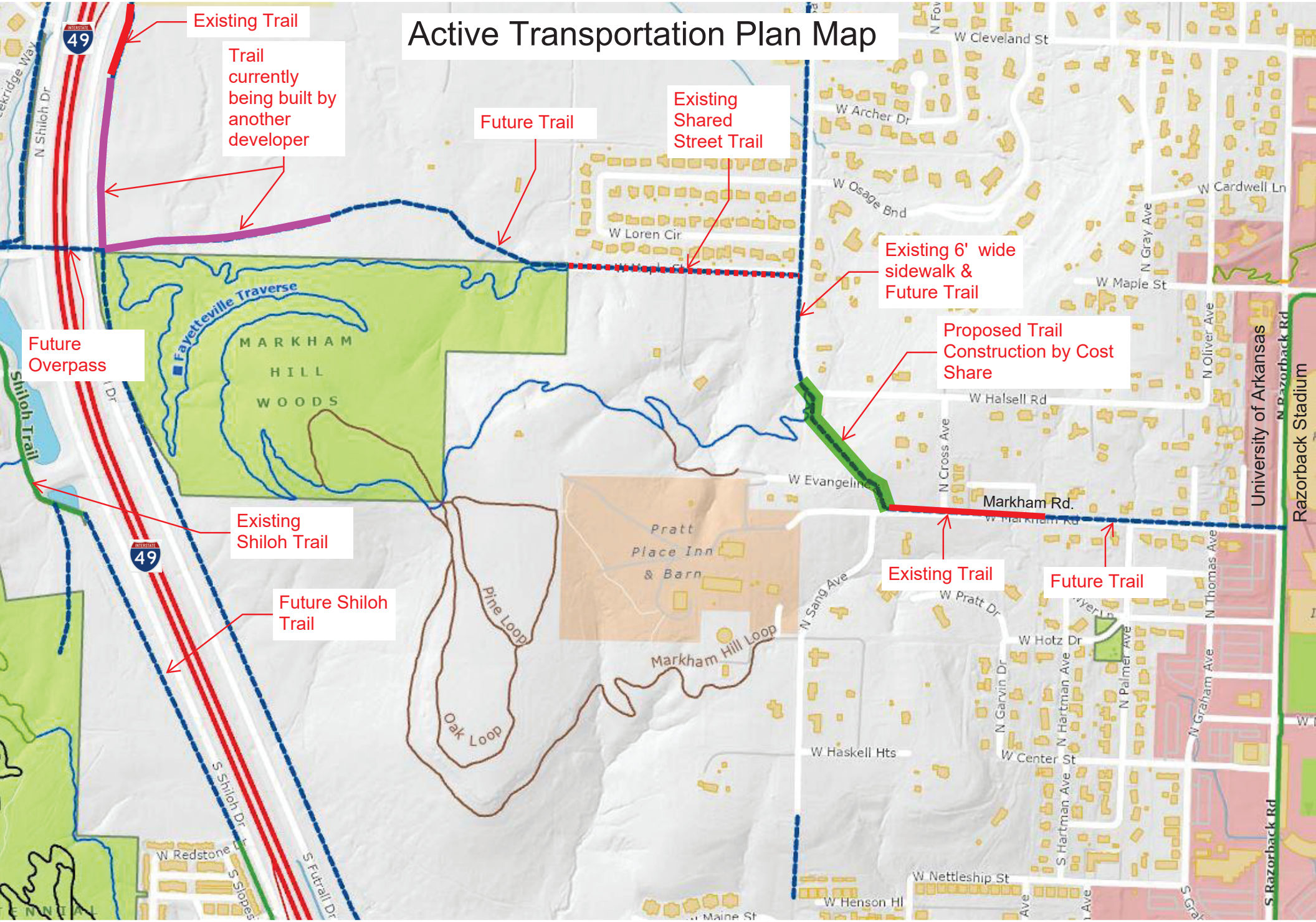
Retaining Wall

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT		UNIT PRICE		TOTAL
Retaining Wall	1	LS	$	88,901.00	$	88,901.00
Retaining Wall Safety Rail	135	LF	$	65.00	$	8,775.00
Remove 24" Block Wall	64	LF	$	23.43	$	1,499.52
			Subtotal		$	99,175.52

Additional Conduit Installation

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT		UNIT PRICE		TOTAL
1-1/2" PVC Conduit - Trenching/Excavation Included	900	LF	$	30.13	$	27,117.66
12x12 Quazite Boxes	11	EA	$	349.58	$	3,845.37
			Subtotal		$	30,963.03

			TOTAL		***$***	***252,901.07***


Active Transportation Plan Map
Existing Trail
Trail currently being built by another developer
Future Trail
Existing Shared Street Trail
Existing 6' wide sidewalk & Future Trail
Proposed Trail Construction by Cost Share
Future Overpass
Existing Shiloh Trail
Future Shiloh Trail
Existing Trail
Future Trail
Markham Rd.
Fayetteville Traverse
MARKHAM HILL WOODS
Shiloh Trail
Pratt Place Inn & Barn
Pine Loop
Oak Loop
Markham Hill Loop
University of Arkansas
Razorback Stadium
W Cleveland St
W Archer Dr
W Osage Bnd
W Loren Cir
W Cardwell Ln
N Gray Ave
W Maple St
N Oliver Ave
W Halsell Rd
N Cross Ave
W Evangeline
N Sang Ave
W Pratt Dr
W Hotz Dr
N Garvin Dr
N Hartman Ave
N Palmer Ave
N Thomas Ave
N Graham Ave
W Haskell Hts
W Center St
W Nettleship St
W Henson Hl
S Razorback Rd
N Shiloh Dr
S Shiloh Dr
W Redstone Dr
S Futrall Dr
49

CITY OF
FAYETTEVILLE
ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jonathan Curth, Development Services Director
Josh Bocaccio, Staff Engineer
Melissa Evans, Urban Forester

MEETING: February 8, 2021 **(Updated with Planning Commission Results)**

SUBJECT: **LSD 2020-000015: Large Scale Development (2231 W. MARKHAM RD./PRATT PLACE INN & BARN ADDITIONS, 481):** Submitted by DCI, INC. for property located at 2231 W. MARKHAM RD. The property is zoned CPZD, COMMERCIAL ZONED PLANNING DISTRICT and contains approximately 6.80 acres. The request is for an addition to the inn and event barn that includes 17 guest cabins, 12,000 square feet of commercial space, 5,000 square feet of event space, and an additional 80 guest rooms with associated parking.

RECOMMENDATION:
Staff recommends approving **LSD-2020-000015**, with conditions.

RECOMMENDED MOTION:
"I move to approve **LSD-2020-000015** determining:

- In favor of proposed street improvements;
- In favor of the requested alternative street section;
- In favor of a variance to block length requirements;
- In favor of a variance to parking lot design standards;
- And all other conditions as recommended by staff."

BACKGROUND:
The subject property is located at the west end of Markham Road. This property and other parcels along the north and south side of Markham are within the Pratt Place Inn Commercial Planned Zoning District (C-PZD). Development on the site includes the historic Pratt home, several cottages, a barn used for events, and accessory structures. In 2018, the C-PZD was amended to reduce its land area but increase its intensity, allowing for up to 5,000 square feet of event space, 12,000 square feet of restaurant or commercial space, 80 hotel rooms, and 43 dwellings units. In early 2019, a preliminary plat was approved for the detached, single-family element of the C-PZD and construction is under way. Excluding areas under development, the site is wholly within the Hillside-Hilltop Overlay District, with a mixture of areas under mature canopy and open pasture or greenspace. Despite the HHOD designation, the subject property itself is fairly level, indicating that application of the HHOD may be more related to soil, geology, and visibility rather than terrain. Surrounding land use and zoning is depicted in Table 1.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RI-U, Residential Intermediate-Urban
South	Undeveloped; Water Tower & Communications Facilities	RI-U, Residential Intermediate-Urban; RSF-4, Residential Single-family, 4 Units per Acre
West	Undeveloped	RI-U, Residential Intermediate-Urban
East	Single-family Residential (Existing & Under Construction)	Pratt Place C-PZD; RSF-4, Residential Single-family, 4 Units per Acre

Proposal: The applicant requests large scale development approval to build-out the hospitality elements of the approved Pratt Place C-PZD. This includes phased construction of short-term rental cottages, an 80-room hotel, meeting space, and nonresidential uses totaling approximately 8,500-square feet. Phase I will include the main hospitality building, parking west of the water tower, and associated stormwater infrastructure. The first phase will also include utility connections, and the extension of Markham. The second portion of the hospitality building and its parking will be in Phase Ia, the conference center in Phase Ib, and the rental cottages in Phase Ic. Additionally, and as required under the C-PZD's approval, a street connection is provided, with Sang Avenue extended north to Halsell Road with Phase Ic. As a part of this proposal, the applicant has submitted a request for two variances from the Unified Development Code and one from the Master Street Plan as outlined below alongside staff's recommendations:

- §166.08(E), Street Design and Access Management Standards, Block Layout/Connectivity. For public streets of Residential Link classification, intersections are required at an interval of no more than every 660 feet. The application proposes extending Markham Road approximately 850 feet, which, when considered with the project's proposed extension of Sang Avenue to Halsell and associated intersection, creates a block length of approximately 1,200 feet. In their variance request, the applicant asserts that additional connections are unfeasible due to terrain, a desire to limit development impacts on tree canopy, obstructions posed by existing infrastructure and development, and the limited likelihood that a connection will be continued to the north or south.
    - *Staff recommendation: Staff supports the request, acknowledging the hardships represented by terrain and the potential that a street stub out is extended. To the north of the subject property, slopes are heavily wooded and range in severity, with some areas exceeding 30%. Beyond environmental impacts and construction challenges, it is questionable whether such a street could meet baseline standards for fire service. To the south, terrain is not so much an issue as existing development. Creating a road connection or accommodating it will necessitate bisecting the existing coherent development and contending with a municipal water tower and communications facility.*

- §172.04(F), Parking and Loading, Hillside/Hilltop Overlay District. To reduce grading and cuts in to sensitive hillsides, the parking lot design standards and Hillside-Hilltop Overlay District (HHOD) require breaking up the size of parking 'pads', which are the discrete units of a parking lot, including spaces and drive aisles. Given the level surface necessary for parking, significant cuts are often needed for their construction in steep terrain, which can compromise slopes. The applicant proposes two lots to exceed the maximum of 30 spaces, to allow 35 and 75. In their request, the applicant asserts that increasing pad size will, in fact, reduce impacts due to the location.

- *Staff recommendation: Staff supports the requested parking lot design variance. In considering the proposal, staff determined that meeting the letter of the ordinance would have the perhaps unintended impact of removing more tree canopy and possibly shifting parking in to areas of increasing slope. Despite the parking lot locations being designated as HHOD, the chosen areas are relatively level. Consolidating spaces in to two lots rather than four or more will reduce adverse impacts rather than exacerbate them.*

- Master Street Plan, Alternative Street Section. To reduce excessive land disturbance and offer contextual street construction, the Alternative Residential Link street section reduces right-of-way widths to a minimum of 33 feet and a maximum requirement of 40 feet. The applicant proposes a variant to the Alternative Residential Link street section. This varies as it passes through the subject property, initially continuing Markham's design under the City's previous Master Street Plan for the HHOD street section. That street's design included sidewalk at the back of curb and tightened utility placement to minimize grading. As Markham enters the property, the applicant has proposed a divided roadway, with 6-foot sidewalk to remain at the back-of-curb, each drive lane widening to accommodate emergency vehicles and separated by a median to accommodate existing trees. From there it reverts to the previous Master Street Plan's HHOD street section through the remainder of its path through the property.
    - *Staff recommendation: Staff supports the requested Master Street Plan variance, finding that a continuation of the existing Markham Road street design is appropriate to maintain the existing context and facilitate minimal disturbance.*

Adjacent Streets and Rights-of-Way: This property has direct access to two existing streets, Markham Road and Sang Avenue, both of which are classified as Residential Links.

Right-of-Way to be Dedicated: Markham Road is proposed to extend westward from its terminus and in to the property. Per the applicant's request and as described above, this is intended to be variable in width to maximize opportunities for preserving existing tree canopy and to serve as traffic calming. Accordingly, right-of-way dedication will also be variable, while ensuring adequate width for two-way traffic, emergency vehicles, and sidewalk. Additionally, Sang Avenue is to be extended northward from its intersection with Markham, connecting Markham with Halsell Road. Right-of-way dedication is proposed in the amount of 33 feet in observance of the area's HHOD designation and in accordance with the Alternative Residential Link street section.

Street Improvements:
Markham Road: As noted above, the applicant proposes a variation of the Alternative Residential Link. This includes accommodation of sidewalk and two-way traffic, but with the potential for median where tree preservation is prioritized. When adjacent, the two travel lanes will be nine-foot wide with additional width in the gutter to accommodate Fire Department service. When separated, the two lanes will not be less than 12-foot, with additional width provided in gutters and/or header curbs. Staff recommends construction as proposed, with street trees where existing canopy does not already address this requirement, and street lights installed with a maximum 300 feet separation.

Sang Avenue: Per Ordinance 6096, a new street connection is required to accommodate the volumes of traffic associated with the development. This is proposed as an Alternative Residential Link that connects North Sang Avenue between Markham and Halsell. Staff recommends that

sidewalk not be constructed at this time, with grading instead to accommodate the Active Transportation Plan's future 10-foot multi-use trail along the west side of the proposed street. Staff does not recommend installation of street trees at the time of street construction to avoid their damage or construction following later trail installation. Additionally, street lights shall be installed at all intersections where not already present and spaced no more than 300 feet in-between.

Water and Sewer System: Public water and sewer lines are available to the site. The applicant proposes to extend new lines, with mains along the extension of Markham Hill and in to the site proper.

Tree Preservation:
Canopy minimum requirement: 30% (25% per PZD standards + 5% per the HHOD)
Existing canopy: 46.8%
Preserved canopy: 24.5%
Mitigation required: 37,053 square feet (170 2-inch caliper trees).

Parkland Dedication or Fees In-lieu: Not applicable for non-residential development.

Public Comment: Staff has received public comment in opposition to the request. Although general comments were made regarding the project as a whole and its potential impact on the landscape, environment, and existing neighborhood, the majority specifically opposed the required street connection, which the applicant has proposed from Sang's intersection with Markham northward to Halsell. Comments are attached.

RECOMMENDATION: Staff recommends approval of LSD-2020-000015, with the following conditions.

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends:*
    a. *Markham Road: Construction of the proposed variant Alternative Residential Link street section through the site to the western property extents. This is to include sidewalk, streetlights, street trees where existing canopy is not present, and adequate width for 2-way traffic and emergency services; and*
    b. *Sang Avenue: Extend Sang Avenue northward from its current intersection with Markham Road, in accordance with the Master Street Plan Alternative Residential Link street section with curb and gutter, and streetlights. In-lieu of sidewalk construction, staff recommends grading work be performed to accommodate construction of the 10-foot multi-use trail indicated in the Active Transportation Plan. Installation of street trees is deferred to developer or municipal construction of the multi-use trail to avoid their damage during trail installation. Alternatively, the applicant may petition the City Council to amend the conditions of Ordinance 6096 to remove the requirement for a street connection.*

    Subdivision Committee recommended in favor of street improvements, with the exception of the trail grading proposed. This was not presented at Subdivision Committee.

2. Planning Commission determination of a variance of Fayetteville Unified Development Code §166.08(E), Street Design and Access Management Standards, Block Layout/Connectivity, to allow a block length in excess of the permitted 660 linear feet. *Staff recommends approval of the requested variance for the reasons outlined above;*

Subdivision Committee recommended in favor of the variance.

3. Subdivision Committee recommendation of a variance to the Master Street Plan Alternative Residential Link street section, to allow variable right-of-way and sidewalk at the back-of-curb. *Staff recommends approval of the requested variance for the reasons outlined above;*

Subdivision Committee recommended in favor of the variance.

4. Phasing shall occur as indicated in the attached exhibit, with necessary utilities and access accommodated for each phase under construction review;

5. Prior to building permit issuance for buildings 2A and 2B, the easement upon which these structures encroach shall be vacated or the building footprints shall be moved;

6. Contact Drew Cook with the Recycling and Trash Division at acook@fayetteville-ar.gov regarding the proposed dumpster enclosures, their dimensions, and access;

7. Conditions of approval from Engineering, Urban Forestry, and other staff are included in the official conditions of approval, attached hereto. Additional redlines may be issued separately for detail;

Standard conditions of approval:

8. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance;

9. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: Black Hills, AT&T, Ozarks, SWEPCO, and Cox Communications);

10. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements;

11. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit;

12. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the I-540 Design Overlay District;

13. Large scale development shall be valid for one calendar year;

14. Contact the City's Emergency 911 Address Coordinator for addressing prior to building permit. The coordinator has noted that any and all new structures will require addressing action and that no existing addresses may be used;

15. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy; and

16. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits;
    b. Separate easement plat for this project that shall include the tree preservation area and all utility and access easements;
    c. Exterior lighting package must be provided to the Planning Division;
    d. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance;
    e. Project Disk with all final revisions; and
    f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

PLANNING COMMISSION ACTION: Required YES

Date: February 8, 2021 ❒ **Tabled** ☒ **Approved** ❒ **Denied**

Motion: Paxton, as recommended by staff, amending approval to recommend applicant coordination with the Utility Department for use of municipal land near the water tower, possibly for parking.

Second: Canada

Vote: 7-0-1, Sharp recused

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-482

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Kevin Springer, Budget Director

SUBJECT: **2025 Millage Levy**

RECOMMENDATION:
City staff recommends that City Council approve the millage levy ordinance which includes 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 3.7 mils for the Fayetteville Public Library, and 2.3 mils for 2025 General Fund operations.

BACKGROUND:
Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2024.

As of August 1, 2024, the total assessed value of real and personal property located within the city limits of Fayetteville is approximately $2.59 billion. The assessed valuation comes before the Washington County Board of Equalization has made all changes to the County Assessors Abstract.

DISCUSSION:
A millage levy ordinance must be approved by City Council for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property, as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library. One was approved by the voters on October 1, 2002 and was for 1.0 mil for real property and 1.0 mil for personal property. On August 9, 2016 the citizens of Fayetteville voted to increase the millage for the library. The referendum approved was for an increase of 1.5 mils for operations for a total of 2.5 mils for operations. Additionally, 1.2 mils were approved by the voters for the bond debt service for the library expansion.

Total millage for the Fayetteville Public Library is 3.7 mils. The 1.20 mils will be removed when the bonds are retired.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mils for both real and personal property. In 2024, the General Fund millage was reduced one-tenth of a mil to 2.2 mils due to a County rollback. Administration requests the General Fund millage return to 2.3 mils as in years past. The previous 2.3 mils went into effect in 2016.

The 2025 proposed property tax revenue amount based on the 2.3 mil levy is estimated to bring in $5,881,000 in General Fund revenue. Below is a proposed calendar of meetings which can be used to discuss the millage levy.

Tuesday, September 10	Agenda Session
Tuesday, September 17	City Council Meeting
Tuesday, September 24	Agenda Session
Tuesday, October 1	City Council Meeting
Tuesday, October 8	Agenda Session
Tuesday, October 15	City Council Meeting

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which is anticipated to be approved at the November 21, 2024 Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31 each year. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2024.

A summary of the millage request is below.

2.3 mils for General Fund Operations
2.5 mils for the Fayetteville Public Library Operations
1.2 mils for the Fayetteville Public Library Expansion
0.4 mils for the Police Pension Fund
0.4 mils for the Fire Pension Fund

BUDGET/STAFF IMPACT:
The 0.4 mils Police and 0.4 mils Fire is needed to fund each Pension plan. The 2.5 mils are used to fund the operation and the 1.2 mils will be used for the bond debt service for the Fayetteville Public Library. The 2.3 mils request will be used to fund General Fund operations.

ATTACHMENTS: SRF (#3)

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

File #: 2024-482

2025 Millage Levy

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2025 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2024 to be collected in 2025 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

Purpose	**Levy**
General Fund – Operations	2.3 mills
Fayetteville Public Library – Operations	2.5 mills
Fayetteville Public Library – Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	0.4 mills
TOTAL	**6.8 mills**

Section 2: That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance in the Office of the County Clerk for Washington County, Arkansas.

City of Fayetteville Staff Review Form

2024-482

Item ID

9/17/2024

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

Kevin Springer	8/27/2024	BUDGET & INFORMATION MGMT (133)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City Council is requested to adopt real and personal property tax rates for 2025 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, the Fayetteville Public Library and the City's General Fund. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The rate for the Fayetteville Public Library is 3.7 mils for real property and 3.7 mils for personal property. The rate requested for the City's General Fund is 2.3 mils for real property and 2.3 mils for personal property.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 6693

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-493

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Kit Williams, City Attorney

FROM: Kit Williams, City Attorney

SUBJECT: **A RESOLUTION DESIGNATING SEPTEMBER 17TH ANNUALLY AS NATIONAL PAN-HELLENIC COUNCIL DAY**

RECOMMENDATION:

BACKGROUND:
The National Pan-Hellenic Council (NPHC) is the coordinating body of Black Greek Letter Organizations of college-educated women and men committed to "community awareness and action through educational, economic, and cultural service activities." NPHC was founded on May 10, 1930, at Howard University by five chartering organizations – Alpha Kappa Alpha Sorority, Delta Sigma Theta Sorority, Zeta Phi Beta Sorority, Kappa Alpha Psi Fraternity, and Omega Psi Phi Fraternity. NPHC then added four more organizations to its membership – Alpha Phi Alpha Fraternity and Phi Beta Sigma Fraternity in 1931, Sigma Gamma Rho Sorority in 1937, and Lota Phi Theta Fraternity in 1997 – later becoming known affectionately as the "Divine Nine." Each NPHC sorority and fraternity grew out of a time when Blacks were denied fundamental rights and when Black college students too often felt isolated by their race or social class on college campuses. NPHC's powerful motto "Until We Are All Free" made its purpose clear. NPHC sororities and fraternities began to work together to create social programs that would bring about the social change that their members wanted to see for themselves, for their peers, for Blacks across the nation, and for the nation itself. Members of NPHC sororities and fraternities have made significant contributions to the advancement of civil rights, including W.E.B. DuBoise, Jesse Jackson, Al Sharpton, and Martin Luther King, Jr. Members of NPHC sororities and fraternities have made significant contributions in literature, including Langston Hughes, Zora Neale Hurston, and Nikki Giovanni. Members of NPHC sororities and fraternities have made significant contributions to government service, including Thurgood Marshall, Andrew Young, Vice President Kamala Harris. Today, members of the Divine Nine continue a legacy of breaking barriers and overcoming obstacles in the service of social change and continue to make a difference and support and advance this Fayetteville commitment to diversity, equality, inclusion, and belonging. The designation of a day is fitting to commemorate the founding of the NPHC and the community work that is done by Divine Nine members in Fayetteville and the NWA nation.

DISCUSSION:

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: Council Member Jones - Agenda Request (#3), Council Member Jones - Jones Approval (#4)

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

File #: 2024-493

A RESOLUTION DESIGNATING SEPTEMBER 17TH ANNUALLY AS NATIONAL PAN-HELLENIC COUNCIL DAY

A RESOLUTION DESIGNATING SEPTEMBER 17TH ANNUALLY AS NATIONAL PAN-HELLENIC COUNCIL DAY IN THE CITY OF FAYETTEVILLE TO RECOGNIZE THE CONTRIBUTIONS MADE TO SOCIAL CHANGE BY MEMBERS OF NINE BLACK SORORITIES AND FRATERNITIES KNOWN AS THE DIVINE NINE

WHEREAS, the National Pan-Hellenic Council (NPHC) is the coordinating body of Black Greek Letter Organizations of college-educated women and men committed to "community awareness and action through educational, economic, and cultural service activities"; and

WHEREAS, NPHC was founded on May 10, 1930, at Howard University by five chartering organizations – Alpha Kappa Alpha Sorority, Delta Sigma Theta Sorority, Zeta Phi Beta Sorority, Kappa Alpha Psi Fraternity, and Omega Psi Phi Fraternity; and

WHEREAS, NPHC then added four more organizations to its membership – Alpha Phi Alpha Fraternity and Phi Beta Sigma Fraternity in 1931, Sigma Gamma Rho Sorority in 1937, and Lota Phi Theta Fraternity in 1997 – later becoming known affectionately as the "Divine Nine"; and

WHEREAS, each NPHC sorority and fraternity grew out of a time when Blacks were denied fundamental rights and when Black college students too often felt isolated by their race or social class on college campuses; and

WHEREAS, NPHC's powerful motto "Until We Are All Free" made its purpose clear; and

WHEREAS, NPHC sororities and fraternities began to work together to create social programs that would bring about the social change that their members wanted to see for themselves, for their peers, for Blacks across the nation, and for the nation itself; and

WHEREAS, members of NPHC sororities and fraternities have made significant contributions to the advancement of civil rights, including W.E.B. DuBoise, Jesse Jackson, Al Sharpton, and Martin Luther King, Jr.; and

WHEREAS, members of NPHC sororities and fraternities have made significant contributions in literature, including Langston Hughes, Zora Neale Hurston, and Nikki Giovanni; and

WHEREAS, Members of NPHC sororities and fraternities have made significant contributions to

government service, including Thurgood Marshall, Andrew Young, Vice President Kamala Harris; and

WHEREAS, today, members of the Divine Nine continue a legacy of breaking barriers and overcoming obstacles in the service of social change and continue to make a difference and support and advance this Fayetteville commitment to diversity, equality, inclusion, and belonging; and

WHEREAS, the designation of a day is fitting to commemorate the founding of the NPHC and the community work that is done by Divine Nine members in Fayetteville and the NWA nation.

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 designates September 17th annually as National Pan-Hellenic Council Day in the City of Fayetteville to recognize the contributions made to social change by members of nine Black sororities and fraternities known as the Divine Nine.

Civic Clerk Item No.: 2024-

AGENDA REQUEST FORM

FOR: Council Meeting of September 17, 2024

FROM: Council Member D'Andre Jones

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION DESIGNATING SEPTEMBER 17TH ANNUALLY AS NATIONAL PAN-HELLENIC COUNCIL DAY IN THE CITY OF FAYETTEVILLE TO RECOGNIZE THE CONTRIBUTIONS MADE TO SOCIAL CHANGE BY MEMBERS OF NINE BLACK SORORITIES AND FRATERNITIES KNOWN AS THE DIVINE NINE

APPROVED FOR AGENDA:

D'Andre Jones
City Council Member

Date

Kit Williams
City Attorney
Approved as to form

August 28, 2024
Date

Barnes, Stacy

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Wednesday, August 28, 2024 6:16 PM
To: Barnes, Stacy
Cc: Jones, D'Andre; Williams, Kit
Subject: Re: Resolution

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

It's all good
Sent from my iPhone

On Aug 28, 2024, at 4:27 PM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Please see the attached request and resolution our office has prepared for you. If you approve this resolution, please respond to this email with your approval.

<image001.gif>

Stacy Barnes
City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |
Website | Facebook | Twitter | Instagram | YouTube
<image004.png>

<Jones Resolution.pdf>

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-487

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

SUBJECT: **Raze and Removal of the Structures at 920 W. Elm St. in Ward 2**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 920 W. Elm Street, and to approve a budget adjustment in the amount of $39,000.00 for the project.

BACKGROUND:
The subject property is located at 920 W. Elm Street, located between N. Garland Avenue to the west and N Leverett Avenue to the east. Staff were notified of the property through an anonymous complaint. An initial inspection of the property occurred on 5-29-2024, revealing an abandoned house surrounded by large amounts of junk and debris, and several storage buildings. Given the state of the structures, staff started a raze and removal case on 5-29-2024 and mailed the owner David Bird of Razorback Housing LLC a notice of violation. On 6-24-2024, Mr. Bird signed for the notice that informed him of the violation and the need to raze and remove the structure. Since receiving the notice, Mr. Bird has not reached out to our office, and no remedial work on the property has begun.

DISCUSSION:
This address consists of a single story, 1,502 square foot, single family dwelling along with multiple storage buildings. The house is unsecured with indications of vagrant activity. Multiple windows are broken, and the exterior doors remain open. The soffit, fascia, and siding are coming off the structure. The inside of the structure shows ceilings with gaping holes in them, and damage throughout. The neglect this structure is suffering from is severe, leaving the structure uninhabitable. Staff auditing of utility services indicates that the structure does not have electricity or water services. To date no demo permits or building permits have been issued or applied for.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs.

ATTACHMENTS: SRF (#3), BA (#4), Process Summary (#5), Receipt of Bids (#6), Scope of Work (#7), Bid (#8), Property Owner Notice (#9), Council Notice Signed Receipt (#10), 920 Elm UDC (#11), Area Aerial (#12), Close Up Aerial (#13), Original Notice (#14), Signed Receipt Card (#15), Property Legal Descr (#16), Property

Record (#17), 920 W. Elm St Photos (#18)

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

File #: 2024-487

Raze and Removal of the Structures at 920 W. Elm St. in Ward 2

RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY RAZORBACK HOUSING LLC; C/O DAVID BIRD LOCATED AT 920 WEST ELM STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $39,000.00

WHEREAS, Razorback Housing LLC; C/O David Bird is the record owner of real property, legally described in attached Exhibit A which is located at 920 W. Elm Street, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 920 W. Elm Street is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Razorback Housing LLC; C/O David Bird, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Razorback Properties; C/O David Bird is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 920 W. Elm Street, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Razorback Housing LLC; C/O David Bird does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-487

Item ID

9/17/2024

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

Billy Bryant	8/28/2024	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 920 W. Elm St., and to approve a budget adjustment of $39,000.00 for the project.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2402	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	15,500.00
		Expenses (Actual+Encum)	$	15,500.00
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	39,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	39,000.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	BUILDING SAFETY (640)	
	Requestor: Billy Bryant	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Raze and removal of a dilapidated structure located at 920 W. Elm St.

COUNCIL DATE: 9/17/2024

ITEM ID#: **2024-487**

Holly Black
8/28/2024 1:35 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024826

TOTAL	39,000	39,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.640.6400-5315.04	39,000	-	50033	2402	EX	Contract Services - Raze and Removals
1010.001.0001-4999.99	-	39,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
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FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 920 W Elm St

WC Parcel # 765-05140-000

Energov Case # CBLD-2024-0026

City Code: 173.08

- On 05/29/2024 Code Compliance received a Request for Service regarding the property located at 920 W. Elm St.
- A Notice of Violation was sent to the Owner of Record on 05/29/2024
- The signed Return Receipt Card was received on

  (or)

- The property was posted on 06/24/2024
- On 07/24/2024 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: **920 W Elm St** PROJECT No: **Bid# 24-0026**

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **August 12th, 2024 at 4:00 pm**

CONTRACTOR: M & M Excavating BID AMOUNT: $39,000

CONTRACTOR: Declined to Bid BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 8-12-24

Witness: _____ Date: 8-12-24

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 24-0026

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 920 W Elm St, Fayetteville, AR 72704

WC Parcel # 765-05140-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

8/12/24

8-12-24

BID PROPOSAL FORM
BID 24-0026

DATE ISSUED: July 28th, 2024

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 920 W Elm St., Fayetteville, AR 72704

DATE OF OPENING: Monday August 12th, 2024 at 4:00pm

My total bid price for the Raze & Removal Project is:

$ 39,000.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 8.12.24

Complete Business Address

Name of Firm: M's M Excavating Phone # 479.841.9285

Street address or P O Box #: 377 Sulphur City Rd.

City / State/ Zip Code: Fayetteville AR 72701

Printed Name: Marcus Baker Signature:

Title: Owner Federal Tax ID # 26-0611207

or SSN _____ State Contractor # 0191780525 City

Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

August 7th, 2024

Razorback Housing LLC
C/O David Bird Jr
177 Royal Palm Way
Boca Raton, FL 33432

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **920 W. Elm St. (WC Parcel # 765-05140-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **September 17th, 2024** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Razorback Housing LLC
c/o David Bird Jr.
177 Royal Palm Way
Boca Raton, FL 33432

9590 9402 7618 2122 7497 51

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4972 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X D Bird

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*: David Bird

C. Date of Delivery: 8-20-)

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
AUG 23 2024
CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☑ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB 920 Elm Domestic Return Rec

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 920 W. Elm St.

WC Parcel # 765-05140-000

UDC 173.08 (A)

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

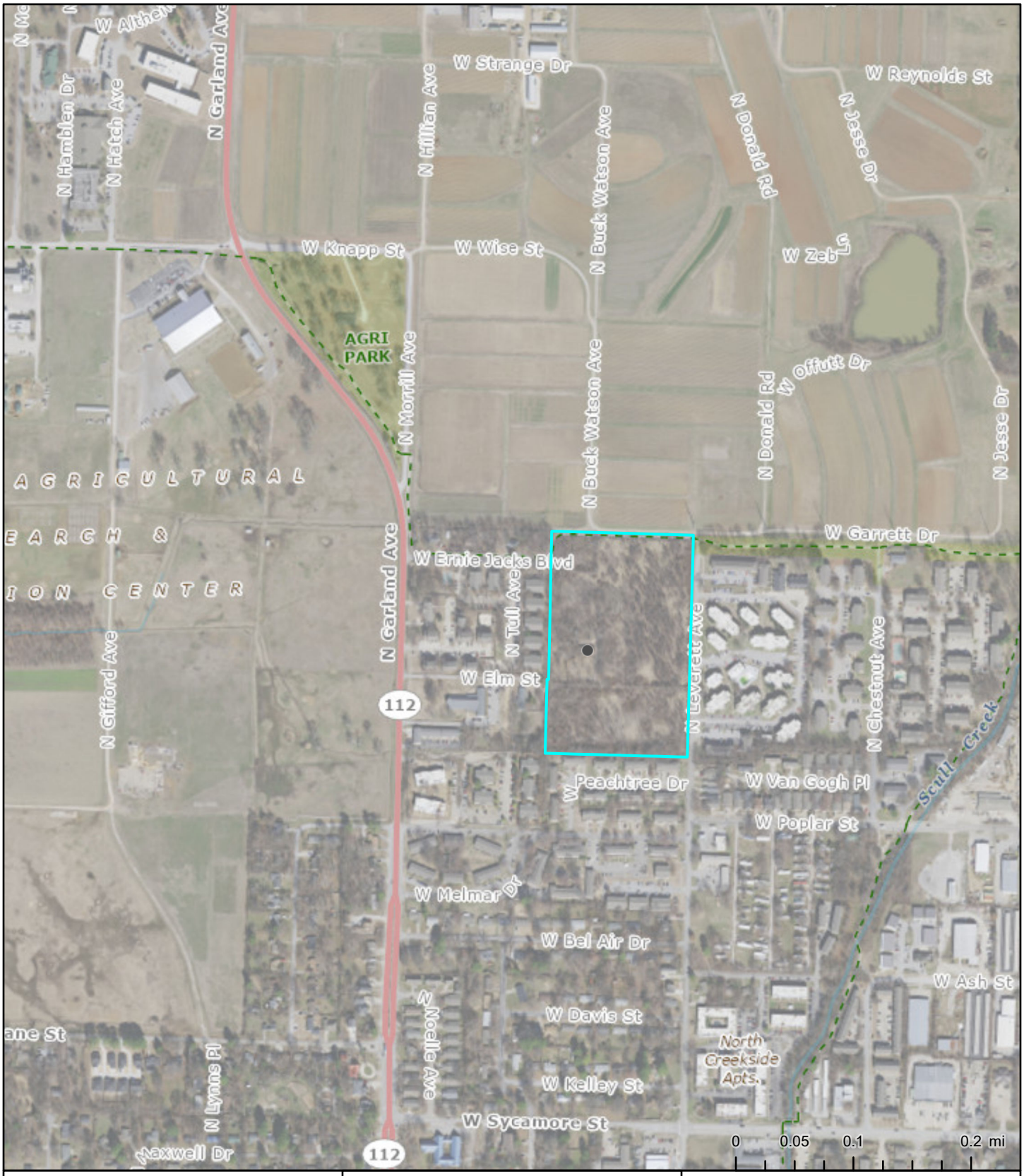
☒ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

_____ **City Building Official** 5/29 **Date**

Observations: _____

Case # CBLD-2024-0026

_____ ***Building Safety Division Director***



Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

Exhibit

Fayetteville, AR

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Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: CBLD-2024-0026

Violation Notice

Case Type: Building

Date Case Established: 05/29/2024

Owner: Razorback Housing LLC C/O David Bird Jr

Mailing Address

Razorback Housing LLC C/O David Bird Jr
177 Royal Palm Way
Boca Raton, FL 33432

Notice of Violation for the following location:

Address	Parcel
920 W ELM ST Fayetteville, AR 72704	**765-05140-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Property Nuisances) - Property Nuisance
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, our office is authorized to forward the matter for prosecution to the City Prosecutor. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code. Multiple offenses of this code violation may result in your property being declared a Public Nuisance.

How This Violation Can Be Voluntarily Corrected: 173.08 - Unsafe Buildings/Property Nuisance

Your property is in violation of city ordinance 173.08 Unsafe Buildings. And in violation of the 2021 International Property Maintenance Code Section 3. The main structure and accessory structures are in a very dilapidated state, and have to be repaired or razed and removed. This letter is to notify you of the violations, and the need to have them repaired. If you do not contact our office with a response within 30 days our office will move forward with a raze and removal case for the property.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Razorback Housing LLC
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9590 9402 7618 2122 7494 78

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4946 64

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X D. Bird ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* D. Bird

C. Date of Delivery 6-15-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
JUN 24 2024
CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

...ll Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB CH -24-274/CB-24 Domestic Return Receipt

Legal Description for Property: 920 W Elm St

LOT 3 10 ACRES N1/2 LOT 6 5 AC FURTHER DESCRIBED FROM 2020-41905 AS: Part of the Northwest Quarter of the Southwest Quarter of Section 4. Township 16 North, Range 30 West, Washington County, Arkansas and alJ of Block 3 and the North Half of Block 6 of Evin's Farm as recorded in Book 5 at Page 80. being more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 4; thence South 02°25'35" West a distance of 989.71 feet to a point; thence North 87°12'48" West a distance of 660.00 feet to a found 3" monument; thence North 02°31'03" East a distance of 990.49 feet to a found pipe thence South 87°08'38" East a distance of 658.43 feet to the Point of Beginning, containing 14.98 acres or 652,677 square feet more or less.

Parcel: 765-05140-000
Previous Parcel: 138800-000-00
As of: 8/19/2024 9:23:29 PM

ID: 39544

Washington County Report

Property Owner

Name:	RAZORBACK HOUSING LLC
Mailing Address:	177 ROYAL PALM WAY BOCA RATON, FL 33432-7961
Type:	(AI) Agri Improved
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.00

Property Information

Physical Address:	920 W ELM ST
Subdivision:	EVANS FARM
Block/Lot:	N/A / 003
S-T-R:	04-16-30
Size (Acres):	15.00
Legal:	See *Extended Legal*

Extended Legal

LOT 3 10 ACRES N1/2 LOT 6 5 AC
FURTHER DESCRIBED FROM 2020-41905 AS:
Part of the Northwest Quarter of the Southwest Quarter of Section 4. Township 16 North, Range 30 West, Washington County, Arkansas and alJ of Block 3 and the North Half of Block 6 of Evin's Farm
as recorded in Book 5 at Page 80. being more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 4; thence South
02°25'35" West a distance of 989.71 feet to a point; thence North 87°12'48" West a distance of 660.00 feet to a found 3" monument; thence North 02°31'03" East a distance of 990.49 feet to a found pipe thence South 87°08'38" East a distance of 658.43 feet to the Point of Beginning, containing 14.98 acres or 652,677 square feet more or less.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	153,700	30,740	13,234
Building	131,950	26,390	16,549
Totals	**285,650**	**57,130**	**29,783**

Taxes

Estimated Taxes:	1,698	
Homestead Credit:	0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
HL 1.00 AC	N/A	N/A
Homesite	1.000	Acres
Pasture(12)	9.580	Acres
Pasture(04)	3.210	Acres
Pasture(07)	1.210	Acres
Total	**15.00**	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	File Date	Book	Page	Instrument	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	1/8/2024	1/9/2024	2024	00678	N/A	Warr. Deed	13860.00	$4,200,000	RAZORBACK HOUSING LLC	Unval.	Improved
	1/3/2024	1/4/2024	2024	00328	N/A	ExecDeed	N/A	N/A	MOULTON, CAROLYN LEE LIVING TRUST; DUPONT,	N/A	Improved
	11/16/2020	11/16/2020	2020	41998	N/A	Affidav	N/A	N/A	MOULTON, JOHN B, EXECUTOR OF THE ESTATE OF	N/A	Improved
	11/12/2020	11/16/2020	2020	41905	N/A	FidDeed	N/A	N/A	MOULTON, JOHN B, EXECUTOR OF THE ESTATE OF	Inc. Additional Prop.	Improved
	9/2/2020	9/1/2020	2020	30825	N/A	Quit Claim	N/A	N/A	MOULTON, JOHN B, EXECUTOR OF THE ESTATE OF	Inc. Additional Prop.	Improved
	8/31/2020	9/1/2020	2020	30824	N/A	Quit Claim	N/A	N/A	THOMAS, ZARA L REVOCABLE TRUST; MOULTON, JOHN B,	Inc. Additional Prop.	Improved
	8/31/2020	9/1/2020	2020	30823	N/A	Quit Claim	N/A	N/A	THOMAS, ZARA L REVOCABLE TRUST: MOULTON, JOHN B,	Inc. Additional Prop.	Improved
	8/31/2020	9/1/2020	2020	30822	N/A	Quit Claim	N/A	N/A	THOMAS, ZARA L REVOCBALE TRUST; MOULTON, JOHN B,	Inc. Additional Prop.	Improved
	8/31/2020	9/1/2020	2020	30821	N/A	Quit Claim	N/A	N/A	THOMAS, ZARA L REVOCBALE TRUST; THOMAS, MARY C	Inc. Additional Prop.	Improved
	8/31/2020	9/1/2020	2020	30820	N/A	Quit Claim	N/A	N/A	THOMAS, ZARA L REVOCBALE TRUST; THOMAS, MARY C	Inc. Additional Prop.	Improved
	12/6/2016	1/10/2020	2020	1017	5499561	DeathCer	N/A	N/A	THOMAS, ZARA L REVOCBALE TRUST; THOMAS, MARY C	N/A	Improved
	10/12/2008	1/10/2020	2020	1018	1690344	DeathCer	N/A	N/A	THOMAS, ZARA L REVOCBALE TRUST; THOMAS, MARY C	N/A	Improved
	11/20/1998	N/A	98	103467	N/A	Warr. Deed	0.00	$0	THOMAS, ZARA L REVOCABLE TRUST; THOMAS, MARY C	Additional Properties	Improved

View Image	Deed Date	File Date	Book	Page	Instrument	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	9/11/1950	9/18/1950	421	204	N/A	Warr. Deed	1.10	$1,000	THOMAS, ZARA LEE & MARY CAROLYN	Unval.	Improved

Residential Card

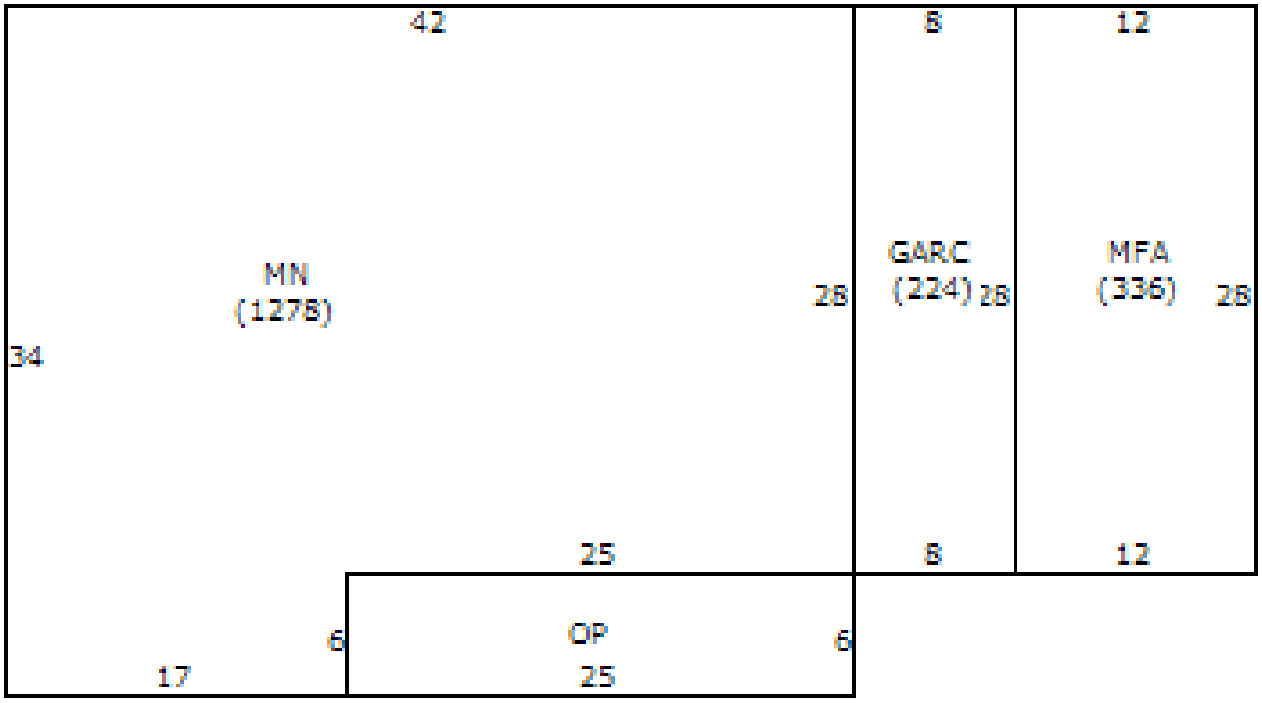
Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Masonry Veneer	1502	4+5	68	1955	Average	N/A

Exterior Wall:	BV	**Plumbing:**	**Full:** 1 **Half:** 1
Foundation:	Closed Piers	**Fireplace:**	**Type:** 1s Sgl. **Qty:** 1
Heat/Cool:	HotAir/F	**Floor Struct:**	Wood with subfloor
Floor Cover:	Carpet & Tile	**Basement:**	N/A
Insulation:	Ceilings Walls	**Basement Area:**	N/A
Roof Cover:	Asphalt Shingle	**Year Remodeled:**	N/A
Roof type:	Gable	**Style:**	N/A

Residential Card 1 Sketch

DataScout, LLC



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1278
B	GARC	Garage conversion	224
C	OP	Porch, open	150
D	MFA	Garage - masonry finished, att	336

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Outbuilding,frame	N/A	10 x 18	1	N/A	N/A
Outbuilding,frame	N/A	19 x 17	1	N/A	N/A
Outbuilding,frame	N/A	10 x 12	1	N/A	N/A
Outbuilding,frame	N/A	8 x 10	1	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2023	285,650.00	27,301.00
2022	202,650.00	24,819.00
2021	202,650.00	22,910.00
2020	202,650.00	21,001.00
2019	119,400.00	19,092.00
2018	119,400.00	17,625.00
2017	119,400.00	16,158.00
2016	119,400.00	14,691.00
2015	119,400.00	14,680.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

920 W Elm St Photos

05-29-2024 09:17 AM

05-29-2024 12:23 PM

05-29-2024 12:23 PM

05-29-2024 12:23 PM

06-29-2024 12:23 PM

05-29-2024 12:23 PM

05-29-2024 12:23 PM

05-29-2024 12:23 PM

05-29-2024 12:23 PM

05-29-2024 12:24 PM

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05-29-2024 12:26 PM

Coleman
05-29-2024 12:24 PM

05-29-2024 12:24 PM

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05-29-2024 12:24 PM

05-29-2024 12:24 PM

05-29-2024 12:24 PM

06-29-2024 12:26 PM

05-29-2024 12:26 PM

07-24-2024 10:00 AM

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-490

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

SUBJECT: **Raze and Removal of the Structures at 1965 N. Stephen Carr Memorial Blvd. in Ward 2**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 1965 N. Stephen Carr Memorial Boulevard, and to approve a budget adjustment in the amount of $15,000.00 for the project.

BACKGROUND:
The subject property is located at 1965 N. Stephen Carr Memorial Boulevard, located between I-49 to the west and the Fayetteville Police Station to the southeast. Staff were notified of the property through an anonymous complaint. Staff inspected the property on 6-6-2024, with the initial inspection revealing the remains of a standing garage that was previously attached to a house that was lost to a fire. Staff started a raze and removal case for the property on 6-6-2024 and mailed the owner, Alex G Miller of Porter & 49 Opportunity Fund LLC, a notice of violation. A signed certified mail receipt card shows receipt of staff's notice to the property owner. Since receiving the notice, a representative of Porter & 49 Opportunity Fund LLC did communicate with staff. Staff informed the representative that the building needs to be demolished if no repairs are intended. While no plans for repairing the structure were shared, the representative mentioned a potential sale of the property by the end of the year.

DISCUSSION:
This address consists of a single-story garage measuring approximately 16' X 24'. There are structure remains located next to the garage as well from the aforementioned earlier fire on the property. The structure is unsecured with indications of vagrant activity. The structure has various areas that are fire-damaged, including roof, soffit, fascia, and siding. The interior of the structure is in an uninhabitable state. Staff auditing of utility services indicates that the structure does not have electricity or water services. To date no demolition or building permits have been issued or applied for.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs.

ATTACHMENTS: SRF (#3), BA (#4), Process Summary (#5), Receipt of Bids (#6), Scope of Work (#7), Bid

(#8), Property Owner Notice of Hearing (#9), Council Notice Signed Receipt Card (#10), 1965 Stephen UDC (#11), Area Aerial (#12), Close Up Aerial (#13), Original Notice of Violation (#14), Signed Receipt Card (#15), Property Legal Description (#16), Property Record (#17), 1965 N. Stephen Carr Mem Photos (#18)

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

File #: 2024-490

Raze and Removal of the Structures at 1965 N. Stephen Carr Memorial Blvd. in Ward 2

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PORTER & 49 OPPORTUNITY FUND LLC; C/O ALEX G MILLER LOCATED AT 1965 NORTH STEPHEN CARR MEMORIAL BOULEVARD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $15,000.00

WHEREAS, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller is the record owner of real property, legally described in attached Exhibit A which is located at 1965 N. Stephen Carr Memorial Boulevard, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 1965 N. Stephen Carr Memorial Boulevard is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 1965 N. Stephen Carr Memorial Boulevard, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Porter & 49 Opportunity Fund LLC; C/O Alex G Miller does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget

adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-490

Item ID

9/17/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Billy Bryant	8/28/2024	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 1965 N. Stephen Carr Memorial Blvd., and to approve a budget adjustment of $15,000.00 for the project.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2402	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	15,500.00
		Expenses (Actual+Encum)	$	15,500.00
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	15,000.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	BUILDING SAFETY (640)	
	Requestor: Billy Bryant	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Raze and removal of a dilapidated structure located at 1965 N. Stephen Carr Memorial Blvd.

COUNCIL DATE: 9/17/2024

ITEM ID#: **2024-490**

Holly Black
8/28/2024 2:39 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024826

TOTAL	15,000	15,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.640.6400-5315.04	15,000	-	50033	2403	EX	Contract Services - Raze and Removals
1010.001.0001-4999.99	-	15,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
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FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 1965 N Stephen Carr Memorial Blvd

WC Parcel # 765-13634-000

Energov Case # CBLD-2024-0037

City Code: 173.08

- On 06/06/2024 Code Compliance received a Request for Service regarding the property located at 1965 N Stephen Carr Memorial Blvd_____
- A Notice of Violation was sent to the Owner of Record on 06/06/2024
- The signed Return Receipt Card was received on

  (or)
- The property was posted on 06/12/2024
- On 07/12/2024 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: **1965 N Stephen Carr Mem Blvd** PROJECT No: **Bid# 24-0037**

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **August 5th, 2024 at 4:00 pm**

CONTRACTOR: M & M Excavating BID AMOUNT: $15,000

CONTRACTOR: Declined to Bid BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 8-5-24

Witness: _____ Date: 8-5-24

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 24-0037

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 1965 N Stephen Carr Memorial Blvd,

Fayetteville, AR 72704 WC Parcel # 765-13634-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

8/5/24

CITY OF
FAYETTEVILLE
ARKANSAS

8-5-24

BID PROPOSAL FORM
BID 24-0037

DATE ISSUED: July 21st, 2024

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 1965 N Stephen Carr Memorial

Blvd, Fayetteville, AR 72704

DATE OF OPENING: Monday August 5th, 2024 at 4:00pm

My total bid price for the Raze & Removal Project is:

$ 15000

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 8.5.24

Complete Business Address

Name of Firm: M & M Excavating Phone # 417-[illegible]

Street address or P O Box #: 377 Sulphur City Rd

City / State/ Zip Code: Fayetteville AR 72701

Printed Name: Nara Barker

Signature:

Title: Owner Federal Tax ID # 26-0611207

or SSN _____ State Contractor # 0191805325 City

Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

August 7th, 2024

Porter & 49 Opportunity LLC
C/O Alex G Miller
5519 Hackett Rd STE 300
Springdale, AR 72762

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at;

1893 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13628-000)

1909 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13628-001)

1965 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13634-000)

should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **September 17th, 2024** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer

CITY OF
FAYETTEVILLE
ARKANSAS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Porter 49 Opp LLC
C/o Alex G Miller
5519 Hackett Rd STE 300
Springdale, AR 72762

9590 9402 7618 2122 7497 68

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4972 14

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J Fish

☐ Agent
☑ Addressee

B. Received by *(Printed Name)* J Fish

C. Date of Delivery 8/9

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

RECEIVED
AUG 14 2024
CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

ail
ail Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB Step Carr Domestic Return Receipt

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 1965 N. Stephen Carr Memorial Blvd.

WC Parcel # 765-13634-000

UDC 173.08 (A)

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

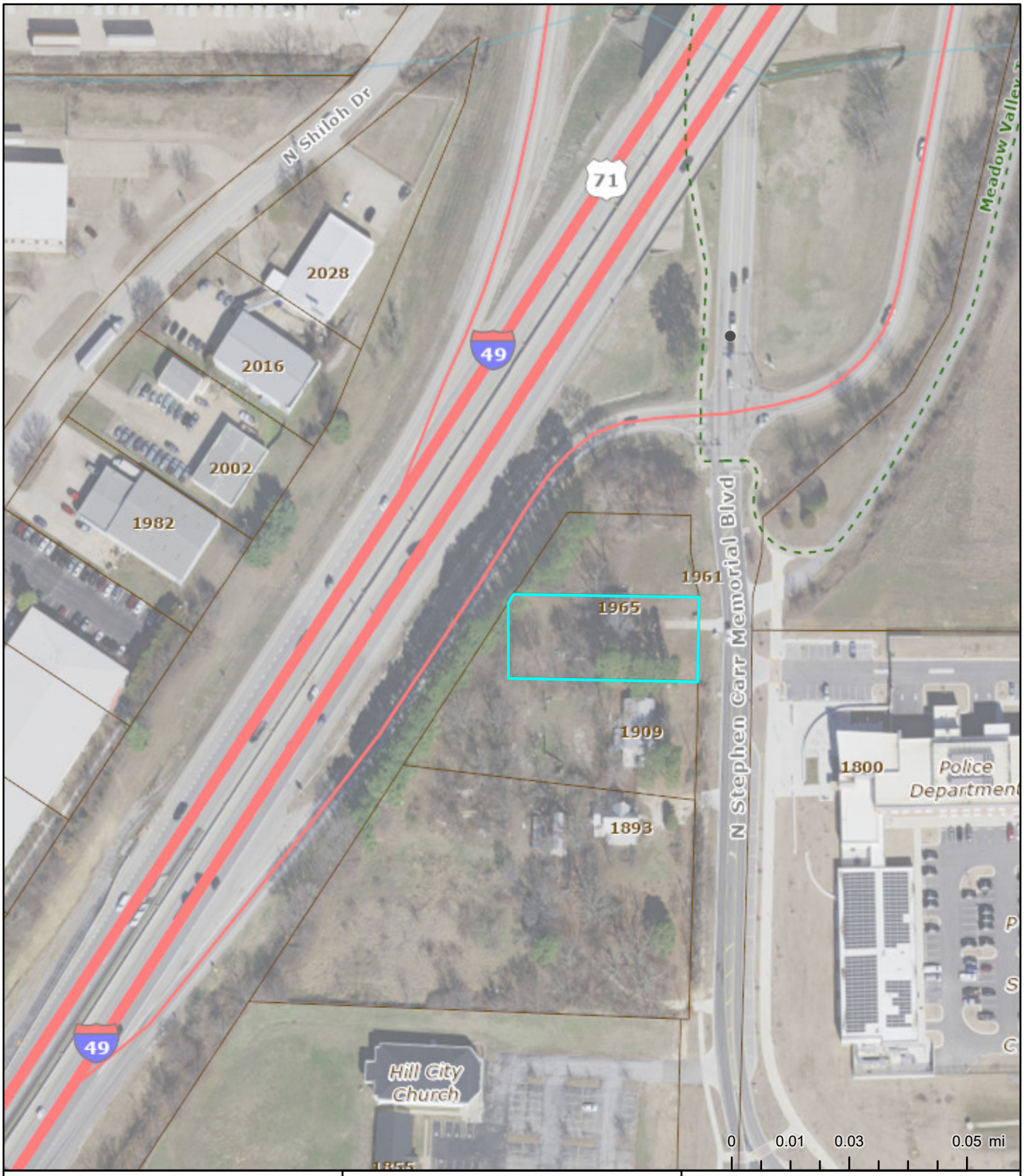
☒ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

~~City~~ **Building Official** 6/6 **Date**

Observations:

Case # CBLD-2024-0037

Building Safety Division Director



Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

Case Number: CBLD-2024-0029

Violation Notice

Case Type: Building

Date Case Established: 06/06/2024

Owner: Porter & 49 Opportunity Fund, LLC C/O Alex G Miller

Mailing Address

Porter & 49 Opportunity Fund, LLC C/O Alex G Miller
5519 Hacktt Rd. STE 300
Springdale, AR 72762

Notice of Violation for the following location:

Address 1893, 1909, 1965 All 3 Properties **Parcel**

1893 N STEPHEN CARR MEMORIAL BLVD
Fayetteville, AR 72704

765-13628-000

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Property Nuisances) - Property Nuisance
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, our office is authorized to forward the matter for prosecution to the City Prosecutor. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code. Multiple offenses of this code violation may result in your property being declared a Public Nuisance.

How This Violation Can Be Voluntarily Corrected: 173.08 - Unsafe Buildings/Property Nuisance

These properties are in violation of city ordinance 173.08 Unsafe Buildings and Chapter 3 of the 2021 International Property Maintenance Code. Specifically the overgrown grass, and junk and debris that are on the property. Chapter 3 prohibits overgrown grass and junk and debris to reside on property. The grass must be mowed and junk and debris removed to be in compliance. This must be done within 30 days. If this is not corrected within that time frame Code Compliance will either correct the property and forward the cost onto the property owner, or forward the matter onto the city prosecutors office.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Unsecure) - Unsafe Buildings - (Unsecure)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

CITY OF FAYETTEVILLE
ARKANSAS

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: CBLD-2024-0029

Violation Notice

Case Type: Building

Date Case Established: 06/06/2024

Possible Penalties:
If this violation is not corrected within seventy two (72) hours from the service of this notice, our office is authorized to enter upon the property and do whatever is necessary to correct the conditions described above. The costs of correcting said conditions shall be charged to the owner(s) of the property. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code. Multiple offenses of this code violation may result in your property being declared a Public Nuisance.

How This Violation Can Be Voluntarily Corrected: Secure the structure(s) on the property referenced above in seventy-two (72) hours and make necessary repairs to ensure the structure(s) remains secure.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

SENDER: *COMPLETE THIS SECTION*

- **Complete items 1, 2, and 3.**
- **Print your name and address on the reverse so that we can return the card to you.**
- **Attach this card to the back of the mailpiece, or on the front if space permits.**

1. Article Addressed to:

Porter & 49 Opp. LLC
204 SE 6th St. STE 202
Bentonville, AR 72712-2805

9590 9402 7618 2122 7499 35

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4949 61

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐

B. Received by *(Printed Name)*

C. Date

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED

JUN 12 2024

CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB CRLO-24-29 Domestic Return Receipt

Legal Description for Property: 1965 N Stephen Carr Memorial Blvd

PT SE SE .46 AC FURTHER DESCRIBED FROM 2017-19496 AS: Part of the Southeast Quarter of the Southeast Quarter of Section Six (6), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, and being more particularly described as follows, to-wit: Beginning at a point on the West right-of-way line of Porter Road, said point being North 01 degrees 26 minutes 44 seconds East 1035.15 feet and North 88 degrees 48 minutes 28 seconds West 30.00 feet from the Southeast corner of said forty acre tract, and running along a garden fence North 88 degrees 48 minutes 28 seconds West 211.78 feet; thence continuing along said fence line North 94.04 feet; thence continuing along said fence line South 88 degrees 56 minutes 53 seconds East 214.l5 feet to the West right-of-way line of said Porter Road; thence along said right-of-way line South 01 degree 26 minutes 44 seconds West 94.54 feet to the point of beginning, containing 0.46 of an acre, more or less.

Parcel: 765-13634-000
Previous Parcel: 146775-000-00
As of: 8/19/2024 9:23:29 PM

ID: 49160

Washington County Report

Property Owner

Name:	PORTER AND 49 OPPORTUNITY FUND LLC
Mailing Address:	204 SE 6TH ST STE 202 BENTONVILLE, AR 72712-2805
Type:	(RM) Res. Misc. Improv.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.00

Property Information

Physical Address:	1965 N STEPHEN CARR MEMORIAL BLVD
Subdivision:	6-16-30 FAYETTEVILLE OUTLOTS
Block/Lot:	N/A / N/A
S-T-R:	06-16-30
Size (Acres):	0.46
Legal:	See *Extended Legal*

Extended Legal

PT SE SE .46 AC
FURTHER DESCRIBED FROM 2017-19496 AS:
Part of the Southeast Quarter of the Southeast Quarter of Section Six (6), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, and being more particularly described as follows,
to-wit: Beginning at a point on the West right-of-way line of Porter Road, said point being North 01 degrees 26 minutes 44 seconds East 1035.15 feet and North 88 degrees 48 minutes 28 seconds West 30.00 feet from the Southeast corner of said forty acre tract, and running along a garden fence North 88 degrees 48 minutes 28 seconds West 211.78 feet; thence continuing along said fence line North 94.04 feet; thence continuing along said fence line South 88 degrees 56 minutes 53 seconds East 214.l5 feet to the West right-of-way line of said Porter Road; thence along said right-of-way line
South 01 degree 26 minutes 44 seconds West 94.54 feet to the point of beginning, containing 0.46 of an acre, more or less.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	105,000	21,000	21,000
Building	1,500	300	300
Totals	**106,500**	**21,300**	**21,300**

Taxes

Estimated Taxes:	1,214	
Homestead Credit:	0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
.46 AC	1.000	House Lot
Total	**1.00**	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	4/6/2023	4/7/2023	2023	08588	Warr. Deed	924.00	$280,000	PORTER AND 49 OPPORTUNITY FUND LLC	Unval.	Improved
	3/14/2023	10/2/2023	2023	25689	Survey	N/A	N/A	SEEWALD, BENJAMIN & JESSA	N/A	Improved
	6/27/2017	N/A	2017	19496	Warr. Deed	330.00	$100,000	SEEWALD, BENJAMIN & JESSA	Unval.	Improved
	7/31/2007	N/A	2007	31287	Warr. Deed	330.00	$100,000	DUGGAR, MARY L	Valid	Improved
	8/28/1990	N/A	1391	760	Warr. Deed	0.00	$0	RUARK, GARRETT F & EHTEL M	N/A	N/A
	6/15/1990	N/A	1383	698	Warr. Deed	0.00	$0	SECRETARY OF DEPT VETERANS AFFAIRS	N/A	Improved
	5/15/1990	N/A	1366	569	CommDeed	0.00	$0	U N SERVICE CORPORATION	N/A	N/A
	10/26/1982	10/27/1982	1069	836	Warr. Deed	48.40	$44,000	SANDERS, THOMAS M & JANICE I	Unval.	Improved

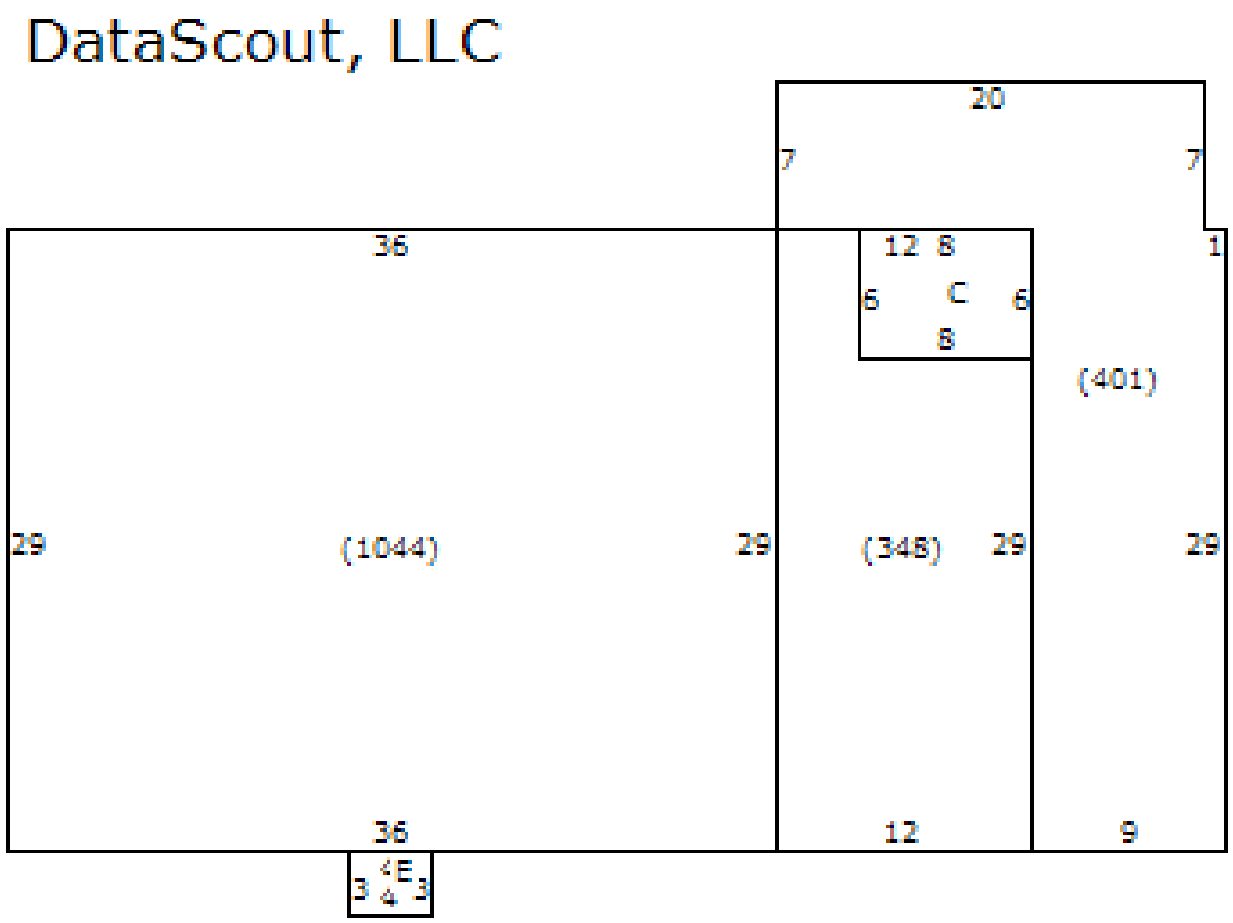
Residential Card

Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Exterior Wall:	N/A	**Plumbing:**	**Full:** N/A **Half:** N/A
Foundation:	N/A	**Fireplace:**	**Type:** N/A **Qty:** N/A
Heat/Cool:	N/A	**Floor Struct:**	N/A
Floor Cover:	N/A	**Basement:**	N/A
Insulation:	N/A	**Basement Area:**	N/A
Roof Cover:	N/A	**Year Remodeled:**	N/A
Roof type:	N/A	**Style:**	N/A

Residential Card 1 Sketch



Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Driveway, concrete	N/A	10 x 65	1	N/A	N/A
Garage - frame unfinished, detach	N/A	16 x 24	1	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2023	213,350.00	23,222.00
2022	124,150.00	22,116.00
2021	124,150.00	21,154.00
2020	124,150.00	20,192.00
2019	96,150.00	19,230.00
2018	96,150.00	19,230.00
2017	96,150.00	19,230.00
2016	96,150.00	19,230.00
2015	96,150.00	19,230.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

1965 N Stephen Carr Memorial Blvd Photos

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-491

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

SUBJECT: **Raze and Removal of the Structures at 1909 N. Stephen Carr Memorial Blvd. in Ward 2**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 1909 N Stephen Carr Memorial Boulevard, and to approve a budget adjustment in the amount of $38,000.00 for the project.

BACKGROUND:
The subject property is located at 1909 N Stephen Carr Memorial Boulevard, located between I-49 to the west and the Fayetteville Police Station to the southeast. Staff were notified of the property through an anonymous complaint. Staff inspected the property on 6-6-2024, with the initial inspection revealing an abandoned house. Staff started a raze and removal case for the property on 6-6-2024 and mailed the owner, Alex G Miller of Porter & 49 Opportunity Fund LLC, a notice of violation. A signed certified mail receipt card shows receipt of staff's notice to the property owner. Since receiving the notice, a representative of Porter & 49 Opportunity Fund LLC did communicate with staff. Staff informed the representative that the building needs to be demolished if no repairs are made. While no plans for repairing the structure were shared, the representative mentioned a potential sale of the property by the end of the year.

DISCUSSION:
This address consists of a single story 1,445 square foot single family dwelling. The structure is unsecured with indications of vagrant activity. The structure is overgrown with vegetation and the roof, soffit, fascia, and siding are deteriorating due to neglect. A staff audit of utilities indicates that the structure does not have electricity or water services. To date no demolition or building permits have been issued or applied for.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs.

ATTACHMENTS: SRF (#3), BA (#4), Process Summary (#5), Receipt of Bids (#6), Scope of Work (#7), Bid (#8), Property Owner Notice of Hearing (#9), Council Notice Receipt Card (#10), 1909 Stephen UDC (#11), Area Aerial (#12), Close Up Aerial (#13), Original Notice of Violation (#14), NOV Signed Receipt Card (#15), Property Legal Description (#16), Property Record (#17), 1909 N Stephen Carr Mem'l Blvd. Photos (#18)

File #: 2024-491

Raze and Removal of the Structures at 1909 N. Stephen Carr Memorial Blvd. in Ward 2

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PORTER & 49 OPPORTUNITY FUND LLC; C/O ALEX G MILLER LOCATED AT 1909 NORTH STEPHEN CARR MEMORIAL BOULEVARD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $38,000.00

WHEREAS, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller is the record owner of real property, legally described in attached Exhibit A which is located at 1909 N. Stephen Carr Memorial Boulevard, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 1909 N. Stephen Carr Memorial Boulevard is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 1909 N. Stephen Carr Memorial Boulevard, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Porter & 49 Opportunity Fund LLC; C/O Alex G Miller does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget

adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-491

Item ID

9/17/2024

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

Billy Bryant	8/28/2024	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 1909 N. Stephen Carr Memorial Blvd., and to approve a budget adjustment of $38,000.00 for the project.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2402	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	15,500.00
		Expenses (Actual+Encum)	$	15,500.00
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	38,000.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	BUILDING SAFETY (640)	
	Requestor: Billy Bryant	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Raze and removal of a dilapidated structure located at 1909 N. Stephen Carr Memorial Blvd.

COUNCIL DATE: 9/17/2024

ITEM ID#: **2024-491**

Holly Black
8/28/2024 2:50 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024826

TOTAL	38,000	38,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.640.6400-5315.04	38,000	-	50033	2405	EX	Contract Services - Raze and Removals
1010.001.0001-4999.99	-	38,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
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FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 1909 N Stephen Carr Memorial Blvd WC Parcel # 765-13628-001

Energov Case # CBLD-2024-0036

City Code: 173.08

- On 06/06/2024 Code Compliance received a Request for Service regarding the property located at 1909 N Stephen Carr Memorial Blvd
- A Notice of Violation was sent to the Owner of Record on 06/06/2024
- The signed Return Receipt Card was received on

  (or)

- The property was posted on 06/12/2024
- On 07/12/2024 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: **1909 N Stephen Carr Mem Blvd** PROJECT No: **Bid# 24-0036**

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **August 5th, 2024 at 4:00 pm**

CONTRACTOR: M & M Excavating BID AMOUNT: $38,000

CONTRACTOR: Declined to Bid BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 8-5-24

Witness: _____ Date: 8-5-24

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 24-0036

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 1909 N Stephen Carr Memorial Blvd,

Fayetteville, AR 72704 WC Parcel # 765-13628-001

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

8/5/24

CITY OF
FAYETTEVILLE
ARKANSAS

8-5-24

BID PROPOSAL FORM
BID 24-0036

DATE ISSUED: July 21st, 2024

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 1909 N Stephen Carr Memorial

Blvd, Fayetteville, AR 72704

DATE OF OPENING: Monday August 5th, 2024 at 4:00pm

My total bid price for the Raze & Removal Project is:

$ 38,000

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 8.5.24

Complete Business Address

Name of Firm: M & M Excavating Phone # 479.841.9285

Street address or P O Box # 377 Sulphur City Rd.

City / State/ Zip Code Fayetteville AR 72701

Printed Name: Nancy Barker

Signature:

Title: Owner Federal Tax ID # 26-0611207

or SSN _____ State Contractor # 0917805 25 City

Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

August 7th, 2024

Porter & 49 Opportunity LLC
204 SE 6th St. STE 202
Bentonville, AR 72712-2805

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at;

1893 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13628-000)

1909 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13628-001)

1965 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13634-000)

should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **September 17th, 2024** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer

CITY OF
FAYETTEVILLE
ARKANSAS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Porter 49 Opp LLC
C/o Alex G Miller
3519 Hackett Rd STE 300
Springdale, AR 72762

9590 9402 7618 2122 7497 68

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4972 14

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J Fish

☐ Agent
☑ Addressee

B. Received by *(Printed Name)* J Fish

C. Date of Delivery 8/9

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

RECEIVED
AUG 14 2024
CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ all
- ☐ all Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB Step Carr Domestic Return Receipt

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 1909 N. Stephen Carr Memorial Blvd.

WC Parcel # 765-13628-001

UDC 173.08 (A)

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

☒ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

_____ **City Building Official** 6/6 **Date**

Observations: _____

Case # CBLD-2024-0036

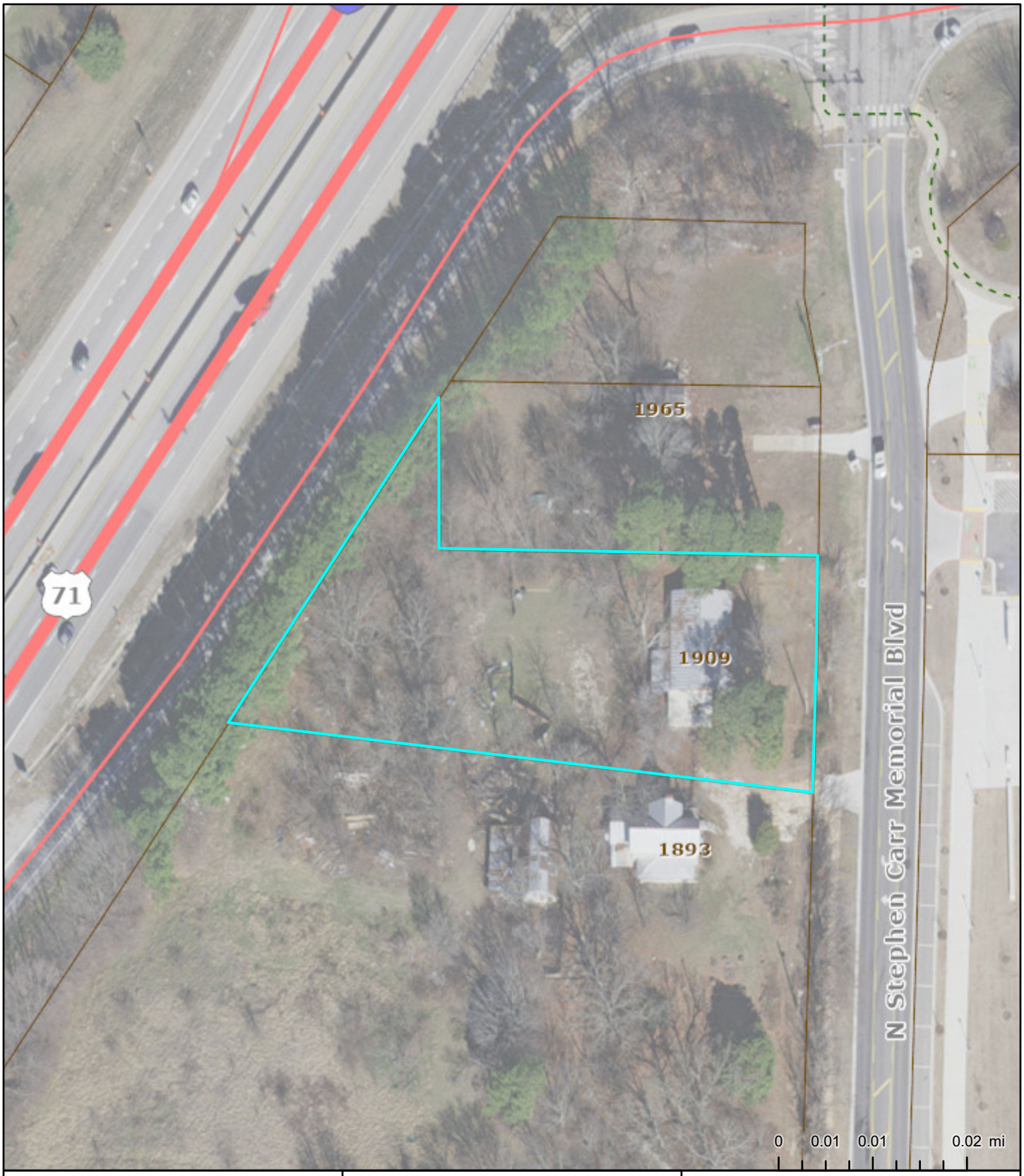
_____ ***Building Safety Division Director***

Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



Exhibit

Fayetteville, AR

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Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

Case Number: CBLD-2024-0029

Violation Notice

Case Type: Building

Date Case Established: 06/06/2024

Owner: Porter & 49 Opportunity Fund, LLC C/O Alex G Miller

Mailing Address

Porter & 49 Opportunity Fund, LLC C/O Alex G Miller
5519 Hacktt Rd. STE 300
Springdale, AR 72762

Notice of Violation for the following location:

Address 1893, 1909, 1965 All 3 Properties **Parcel**

1893 N STEPHEN CARR MEMORIAL BLVD
Fayetteville, AR 72704

765-13628-000

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Property Nuisances) - Property Nuisance
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, our office is authorized to forward the matter for prosecution to the City Prosecutor. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code. Multiple offenses of this code violation may result in your property being declared a Public Nuisance.

How This Violation Can Be Voluntarily Corrected: 173.08 - Unsafe Buildings/Property Nuisance

These properties are in violation of city ordinance 173.08 Unsafe Buildings and Chapter 3 of the 2021 International Property Maintenance Code. Specifically the overgrown grass, and junk and debris that are on the property. Chapter 3 prohibits overgrown grass and junk and debris to reside on property. The grass must be mowed and junk and debris removed to be in compliance. This must be done within 30 days. If this is not corrected within that time frame Code Compliance will either correct the property and forward the cost onto the property owner, or forward the matter onto the city prosecutors office.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Unsecure) - Unsafe Buildings - (Unsecure)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

CITY OF FAYETTEVILLE
ARKANSAS

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: CBLD-2024-0029

Violation Notice

Case Type: Building

Date Case Established: 06/06/2024

Possible Penalties:
If this violation is not corrected within seventy two (72) hours from the service of this notice, our office is authorized to enter upon the property and do whatever is necessary to correct the conditions described above. The costs of correcting said conditions shall be charged to the owner(s) of the property. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code. Multiple offenses of this code violation may result in your property being declared a Public Nuisance.

How This Violation Can Be Voluntarily Corrected: Secure the structure(s) on the property referenced above in seventy-two (72) hours and make necessary repairs to ensure the structure(s) remains secure.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

SENDER: *COMPLETE THIS SECTION*

- **Complete items 1, 2, and 3.**
- **Print your name and address on the reverse so that we can return the card to you.**
- **Attach this card to the back of the mailpiece, or on the front if space permits.**

1. Article Addressed to:

Porter & 49 Opp. LLC
204 SE 6th St. STE 202
Bentonville, AR 72712-2805

9590 9402 7618 2122 7499 35

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4949 61

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐

B. Received by *(Printed Name)*

C. Date

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED

JUN 12 2024

CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

d Mail
d Mail Restricted Delivery
(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB CRLO-24-29 Domestic Return Receipt

Legal Description for Property: 1909 N Stephen Carr Memorial Blvd

PT SE SE 0.93 TRACT 5 FURTHER DESCRIBED FROM 2014-6709 AS: A part of the SE/4 of the SE/4 of Section Six (6), Township Sixteen (16) North,Range Thirty (30) West, described as beginning at a point North 01° 26'44" East 1035.15 feet and North 88°48'28" West 15.00 feet of the southeast corner of said 40 acre tract thence South 01° 26'44" West 133.94 feet, thence North 83° 04’03" West 350.13 feet to the Highway right-of-way, thence North 33°00 '42" East 231.10 feet along said right-of-way to a marker South 25°45 '29" West 3.72 feet, thence South 94.04 feet, thence South 88°48’28" East 226.78 feet to the point of beginning, containing 0.93 acres, more or less, Fayetteville, Washington County, Arkansas.

Parcel: 765-13628-001
Previous Parcel: 146769-001-00
As of: 8/19/2024 9:23:29 PM

ID: 49152

Washington County Report

Property Owner

Name:	PORTER AND 49 OPPORTUNITY FUND LLC
Mailing Address:	204 SE 6TH ST STE 202 BENTONVILLE, AR 72712-2805
Type:	(RI) Res. Improv.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.00

Property Information

Physical Address:	1909 N STEPHEN CARR MEMORIAL BLVD
Subdivision:	6-16-30 FAYETTEVILLE OUTLOTS
Block/Lot:	N/A / N/A
S-T-R:	06-16-30
Size (Acres):	0.93
Legal:	See *Extended Legal*

Extended Legal

PT SE SE 0.93 TRACT 5
FURTHER DESCRIBED FROM 2014-6709 AS: A
part of the SE/4 of the SE/4 of Section Six (6), Township Sixteen (16) North,Range Thirty (30) West, described as beginning at a point North 01° 26'44" East 1035.15 feet and North 88°48'28" West 15.00 feet of the southeast corner of said 40 acre tract thence South 01° 26'44" West 133.94 feet, thence North 83° 04'03" West 350.13 feet to the
Highway right-of-way, thence North 33°00 '42" East 231.10 feet along
said right-of-way to a marker South 25°45 '29" West 3.72 feet, thence South 94.04 feet, thence South 88°48'28" East 226.78 feet to the point of beginning, containing 0.93 acres, more or less, Fayetteville, Washington County, Arkansas.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	142,500	28,500	28,500
Building	152,200	30,440	30,440
Totals	**294,700**	**58,940**	**58,940**

Taxes

Estimated Taxes:	3,360	
Homestead Credit:	0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
.93 AC	1.000	House Lot
Total	**1.00**	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	4/6/2023	4/7/2023	2023	08618	Warr. Deed	3960.00	$1,200,000	PORTER AND 49 OPPORTUNITY FUND LLC	Additional Properties	Improved
	3/14/2023	10/2/2023	2023	25689	Survey	N/A	N/A	EUBANKS, DONALD L & GINGER	N/A	Improved
	3/20/2014	N/A	2014	6709	Beneficiar	N/A	N/A	EUBANKS, DONALD L & GINGER	Additional Properties	N/A
	10/28/2005	N/A	2005	48917	Warr. Deed	280.50	$85,000	EUBANKS, DONALD L & GINGER	Relative	Improved
	6/21/1999	N/A	99	57092	Warr. Deed	254.10	$77,000	GARRETT, JUSTIN L & ALLISON D	FinInst	Improved
	9/29/1997	N/A	97	66437	CommDeed	0.00	$0	PRINICIPAL MUTUAL LIFE INSURANCE CO	N/A	Improved
	10/27/1993	N/A	93	65680	Warr. Deed	0.00	$0	CULWELL, MANUEL LEE & EDIE DEWITT	N/A	Improved
	8/21/1988	N/A	1288	126	Warr. Deed	125.40	$57,000	CULWELL, EDIE; PORTER, ELIZABETH	N/A	N/A
	4/18/1988	N/A	1266	401	Warr. Deed	0.00	$0	MADDOX, JAMES W & ADA L	N/A	N/A
	12/22/1986	N/A	1206	684	Warr. Deed	0.00	$0	ABUNDANT LIFE FELLOWSHIP INC	N/A	N/A
	10/16/1984	10/17/1984	1122	165	Warr. Deed	27.50	$25,000	MADDOX, JAMES W & ADA L	Unval.	Improved

Residential Card

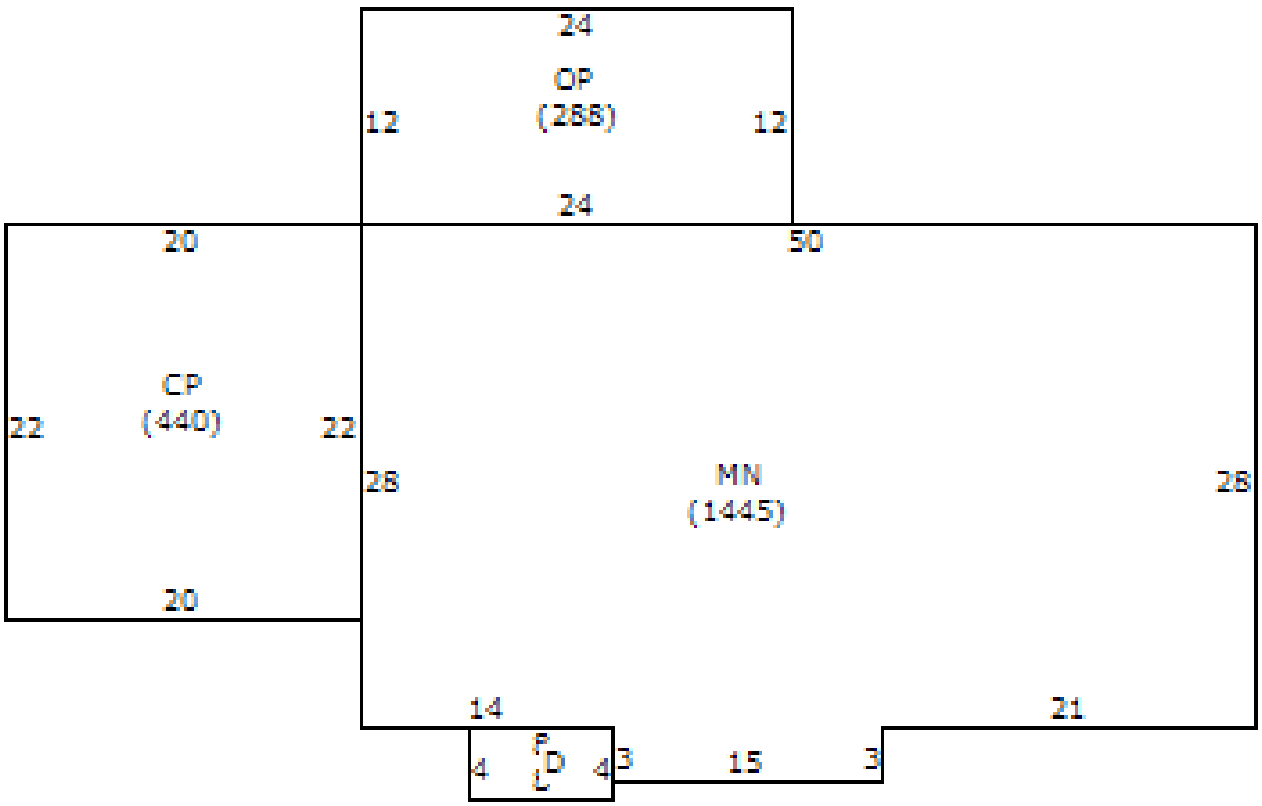
Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Masonry & Frame	1445	4+10	57	1966	Average	N/A

Exterior Wall:	COMB M/F	**Plumbing:**	**Full:** 2 **Half:** 1
Foundation:	Closed Piers	**Fireplace:**	**Type:** 1s Sgl. **Qty:** 1
Heat/Cool:	F/W/Furn	**Floor Struct:**	Wood with subfloor
Floor Cover:	Carpet & Tile	**Basement:**	Unfin
Insulation:	Ceilings Walls	**Basement Area:**	1400
Roof Cover:	Metal	**Year Remodeled:**	N/A
Roof type:	Gable	**Style:**	N/A

Residential Card 1 Sketch

DataScout, LLC



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1445
B	CP	Carport	440
C	OP	Porch, open	288
D	OP2	Porch, half open	32

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Outbuilding, metal	N/A	N/A	1	N/A	N/A

Other Adjustments

Code	Type	Qty
FLOORC	H	289

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2023	294,700.00	37,120.00
2022	171,100.00	33,745.00
2021	171,100.00	31,170.00
2020	171,100.00	28,595.00
2019	128,750.00	25,750.00
2018	128,750.00	25,750.00
2017	128,750.00	25,750.00
2016	128,750.00	25,750.00
2015	128,750.00	25,750.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

1909 N Stephen Carr Memorial Blvd Photos

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-492

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Senior Code Compliance Officer

SUBJECT: **Raze and Removal of the Structures at 1893 N. Stephen Carr Memorial Blvd. in Ward 2**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 1893 N Stephen Carr Memorial Boulevard, and to approve a budget adjustment in the amount of $55,000.00 for the project.

BACKGROUND:
The subject property is located at 1893 N Stephen Carr Memorial Boulevard, located between I-49 to the west and the Fayetteville Police Station to the southeast. Staff were notified of the property through an anonymous complaint. Staff inspected the property on 6-6-2024, with the initial inspection revealing an abandoned house and barn located east of the house. Staff started a raze and removal case for the property on 6-6-2024 and mailed the owner, Alex G Miller of Porter & 49 Opportunity Fund LLC, a notice of violation. A signed certified mail receipt card shows receipt of staff's notice to the property owner. Since receiving the notice, a representative of Porter & 49 Opportunity Fund LLC did communicate with staff. Staff informed the representative that the building needs to be demolished if no repairs are made. While no plans for repairing the structure were shared, the representative mentioned a potential sale of the property by the end of the year.

DISCUSSION:
This address consists of a single story 2,070 square foot single family dwelling along with a general purpose barn. The structure is unsecured with indications of vagrant activity. The structure is overgrown with vegetation and the roof, soffit, fascia, and siding are deteriorating due to neglect. A staff audit of utilities indicates that the structure does not have electricity or water services. To date no demolition or building permits have been issued or applied for.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the incurred costs.

ATTACHMENTS: SRF (#3), BA (#4), Process Summary (#5), Receipt of Bids (#6), Scope of Work (#7), Bid (#8), Property Owner Notice of Hearing (#9), Council Notice Receipt Card (#10), 1893 Stephen UDC (#11), Area Aerial (#12), Close Up Aerial (#13), Original Notice of Violation (#14), Signed Receipt Card (#15),

Property Legal Description (#16), Property Record (#17), 1893 N Stephen Carr Mem Photos (#18)

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

File #: 2024-492

Raze and Removal of the Structures at 1893 N. Stephen Carr Memorial Blvd. in Ward 2

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY PORTER & 49 OPPORTUNITY FUND LLC; C/O ALEX G MILLER LOCATED AT 1893 NORTH STEPHEN CARR MEMORIAL BOULEVARD IN THE CITY OF FAYETTEVILLE, ARKANSAS; AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $55,000.00

WHEREAS, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller is the record owner of real property, legally described in attached Exhibit A which is located at 1893 N. Stephen Carr Memorial Boulevard, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 1893 N. Stephen Carr Memorial Boulevard is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Porter & 49 Opportunity Fund LLC; C/O Alex G Miller is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 1893 N. Stephen Carr Memorial Boulevard, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Porter & 49 Opportunity Fund LLC; C/O Alex G Miller does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget

adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-492

Item ID

9/17/2024

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

Billy Bryant	8/28/2024	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 1893 N. Stephen Carr Memorial Blvd., and to approve a budget adjustment of $55,000.00 for the project.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2404	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	15,500.00
		Expenses (Actual+Encum)	$	15,500.00
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	55,000.00
		Remaining Budget	$	55,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	BUILDING SAFETY (640)	
	Requestor: Billy Bryant	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Raze and removal of a dilapidated structure located at 1893 N. Stephen Carr Memorial Blvd.

COUNCIL DATE: 9/17/2024

ITEM ID#: **2024-492**

Holly Black
8/29/2024 10:57 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024826

TOTAL	55,000	55,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.640.6400-5315.04	55,000	-	50033	2404	EX	Contract Services - Raze and Removals
1010.001.0001-4999.99	-	55,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 1893 N Stephen Carr Memorial Blvd

WC Parcel # 765-13628-000

Energov Case # CBLD-2024-0029

City Code: 173.08

- On 06/06/2024 Code Compliance received a Request for Service regarding the property located at 1893 N Stephen Carr Memorial Blvd
- A Notice of Violation was sent to the Owner of Record on 06/06/2024
- The signed Return Receipt Card was received on

  (or)

- The property was posted on 06/12/2024
- On 07/12/2024 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: **1893 N Stephen Carr Mem Blvd** PROJECT No: **Bid# 24-0029**

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **August 5th, 2024 at 4:00 pm**

CONTRACTOR: M & M Excavating BID AMOUNT: $55,000

CONTRACTOR: Declined to Bid BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 8-5-24

Witness: _____ Date: 8-5-24

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 24-0029

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 1893 N Stephen Carr Memorial Blvd,

Fayetteville, AR 72704 WC Parcel # 765-13628-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

8/5/24

CITY OF
FAYETTEVILLE
ARKANSAS

8-5-24

BID PROPOSAL FORM
BID 24-0029

DATE ISSUED: July 21st, 2024

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 1893 N Stephen Carr Memorial Blvd,

Fayetteville, AR 72704

DATE OF OPENING: Monday August 5th, 2024 at 4:00pm

My total bid price for the Raze & Removal Project is:

$ 55000

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 8.5.24

Complete Business Address

Name of Firm: M & N Excavating Phone # 479.841.9285

Street address or P O Box # 377 Sulphur City Rd.

City / State/ Zip Code Fayetteville AR 72701

Printed Name: Marcus Barker

Signature:

Title: Owner Federal Tax ID # 26-0611207

or SSN _____ State Contractor # 0191780525City

Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

August 7th, 2024

Porter & 49 Opportunity LLC
204 SE 6th St. STE 202
Bentonville, AR 72712-2805

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at;

1893 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13628-000)

1909 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13628-001)

1965 N. Stephen Carr Memorial Blvd, (WC Parcel # 765-13634-000)

should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8237.

The hearing will be part of a regular City Council meeting on **September 17th, 2024** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Senior Code Compliance Officer

CITY OF
FAYETTEVILLE
ARKANSAS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Porter 49 Opp LLC
C/o Alex G Miller
5519 Hackett Rd STE 300
Springdale, AR 72762

9590 9402 7618 2122 7497 68

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4972 14

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J Fish

☐ Agent
☑ Addressee

B. Received by *(Printed Name)* J Fish

C. Date of Delivery 8/9

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

RECEIVED
AUG 14 2024
CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ all
- ☐ all Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB Step Carr Domestic Return Receipt

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 1893 N. Stephen Carr Memorial Blvd.

WC Parcel # 765-13628-000

UDC 173.08 (A)

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

☒ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

[signature] **City Building Official** 6/6 **Date**

Observations:

Case # CBLD-2024-0029

[signature] ***Building Safety Division Director***

CCFORM 602 **REV (8.20)**

Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/20/2024
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

Case Number: CBLD-2024-0029

Violation Notice

Case Type: Building

Date Case Established: 06/06/2024

Owner: Porter & 49 Opportunity Fund, LLC C/O Alex G Miller

Mailing Address

Porter & 49 Opportunity Fund, LLC C/O Alex G Miller
5519 Hacktt Rd. STE 300
Springdale, AR 72762

Notice of Violation for the following location:

Address 1893, 1909, 1965 All 3 Properties **Parcel**

1893 N STEPHEN CARR MEMORIAL BLVD
Fayetteville, AR 72704

765-13628-000

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Property Nuisances) - Property Nuisance
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, our office is authorized to forward the matter for prosecution to the City Prosecutor. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code. Multiple offenses of this code violation may result in your property being declared a Public Nuisance.

How This Violation Can Be Voluntarily Corrected: 173.08 - Unsafe Buildings/Property Nuisance

These properties are in violation of city ordinance 173.08 Unsafe Buildings and Chapter 3 of the 2021 International Property Maintenance Code. Specifically the overgrown grass, and junk and debris that are on the property. Chapter 3 prohibits overgrown grass and junk and debris to reside on property. The grass must be mowed and junk and debris removed to be in compliance. This must be done within 30 days. If this is not corrected within that time frame Code Compliance will either correct the property and forward the cost onto the property owner, or forward the matter onto the city prosecutors office.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Unsecure) - Unsafe Buildings - (Unsecure)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

CITY OF FAYETTEVILLE
ARKANSAS

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: CBLD-2024-0029

Violation Notice

Case Type: Building

Date Case Established: 06/06/2024

Possible Penalties:
If this violation is not corrected within seventy two (72) hours from the service of this notice, our office is authorized to enter upon the property and do whatever is necessary to correct the conditions described above. The costs of correcting said conditions shall be charged to the owner(s) of the property. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code. Multiple offenses of this code violation may result in your property being declared a Public Nuisance.

How This Violation Can Be Voluntarily Corrected: Secure the structure(s) on the property referenced above in seventy-two (72) hours and make necessary repairs to ensure the structure(s) remains secure.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

SENDER: *COMPLETE THIS SECTION*

- **Complete items 1, 2, and 3.**
- **Print your name and address on the reverse so that we can return the card to you.**
- **Attach this card to the back of the mailpiece, or on the front if space permits.**

1. Article Addressed to:

Porter & 49 Opp. LLC
204 SE 6th St. STE 202
Bentonville, AR 72712-2805

9590 9402 7618 2122 7499 35

2. Article Number *(Transfer from service label)*

9589 0710 5270 1584 4949 61

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐

B. Received by *(Printed Name)*

C. Date

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED

JUN 12 2024

CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB CRLO-24-29 Domestic Return Receipt

Legal Description for Property: 1893 N Stephen Carr Memorial Blvd

PT SE SE 2.57 AC FURTHER DESCRIBED FROM 2022-3679 AS: Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 16 North, Range Thirty (30) West, being more particularly described as follows: commencing at the Southeast corner of said 40 acre tract, said point being an existing Arkansas State survey monument; thence North 01 degree 26 minutes 44 seconds East along the East line of said 40 acre tract 657.38 feet; thence North 87 degrees 33 minutes 46 seconds West 15.00 feet to an existing iron for the true point of beginning; thence North 87 degrees 33 minutes 46 seconds West 513.68 feet to an existing iron on the East right-of-way of Interstate #540; thence North 33 degrees 05 minutes 29 seconds East along said right-of-way 215.36 feet to an existing concrete right-of-way monument; thence North 33 degrees 00 minutes 42 seconds East along said right-of-way 99.50 feet to a set iron; thence leaving said right-of-way South 83 degrees 04 minutes 03 seconds East 350.13 feet to an existing railroad spike which is 15.00 feet West ofthe East boundary of said section; thence South 01 degree 26 minutes 44 seconds West 243.51 feet to the point of beginning, containing 2.57 acres, more or less.

Parcel: 765-13628-000
Previous Parcel: 146769-000-00
As of: 8/19/2024 9:23:29 PM

ID: 49151

Washington County Report

Property Owner

Name:	PORTER AND 49 OPPORTUNITY FUND LLC
Mailing Address:	204 SE 6TH ST STE 202 BENTONVILLE, AR 72712-2805
Type:	(RI) Res. Improv.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.00

Property Information

Physical Address:	1893 N STEPHEN CARR MEMORIAL BLVD
Subdivision:	6-16-30 FAYETTEVILLE OUTLOTS
Block/Lot:	N/A / N/A
S-T-R:	06-16-30
Size (Acres):	2.57
Legal:	See *Extended Legal*

Extended Legal

PT SE SE 2.57 AC
FURTHER DESCRIBED FROM 2022-3679 AS:
Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 16 North, Range Thirty (30) West, being more particularly described as follows: commencing at the Southeast corner of said 40 acre tract, said point being an existing Arkansas State survey monument; thence North 01 degree 26 minutes 44 seconds East along the East line of said 40 acre tract 657.38 feet; thence North 87 degrees 33 minutes 46 seconds West 15.00 feet to an existing iron for the true point of beginning; thence North 87 degrees 33 minutes 46 seconds West 513.68 feet to an existing iron on the East right-of-way of Interstate #540; thence North 33 degrees 05 minutes 29 seconds East along said right-of-way 215.36 feet to an existing concrete right-of-way monument; thence North 33 degrees 00 minutes 42 seconds East along said right-of-way 99.50 feet to a set iron; thence leaving said right-of-way South 83 degrees 04 minutes 03 seconds East 350.13 feet to an existing railroad spike which is 15.00 feet West ofthe East boundary of said section; thence South 01 degree 26 minutes 44 seconds West 243.51 feet to the point of beginning, containing 2.57 acres, more or less.

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	286,050	57,210	57,210
Building	171,050	34,210	34,210
Totals	**457,100**	**91,420**	**91,420**

Taxes

Estimated Taxes:	5,211	
Homestead Credit:	0	Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land

Land Use	Size	Units
2.571 AC	1.000	House Lot
N/A	1.000	Acres
N/A	0.571	Acres
Total	**2.57**	

Deed Transfers

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

View Image	Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	4/6/2023	4/7/2023	2023	08618	Warr. Deed	3960.00	$1,200,000	PORTER AND 49 OPPORTUNITY FUND LLC	Change After Sale	Improved
	3/14/2023	10/2/2023	2023	25689	Survey	N/A	N/A	EUBANKS, DON L & GINGER O	N/A	Improved
	2/1/2022	2/2/2022	2022	3679	Affidav	N/A	N/A	EUBANKS, DON L & GINGER O	N/A	Improved
	3/20/2014	N/A	2014	6709	Beneficiar	N/A	N/A	EUBANKS, DON L & GINGER O	Additional Properties	N/A
	7/30/1999	N/A	99	70009	Warr. Deed	257.40	$78,000	EUBANKS, DON L & GINGER O	Valid	Improved
	7/7/1999	N/A	99	70007	Warr. Deed	0.00	$0	PORTER, ELIZABETH	N/A	N/A
N/A	6/4/1986	N/A	N/A	N/A	DeathCer	0.00	$0	PORTER, ELIZABETH; PORTER, EDITH	N/A	Improved
	1/29/1986	2/4/1986	1167	901	Warr. Deed	0.00	$0	PORTER, DANIEL D; PORTER, ELIZABETH; PORTER,	N/A	Improved
	3/12/1981	3/16/1981	1036	802	Warr. Deed	0.00	$0	PORTER, EURICE D & ETAL	N/A	Improved

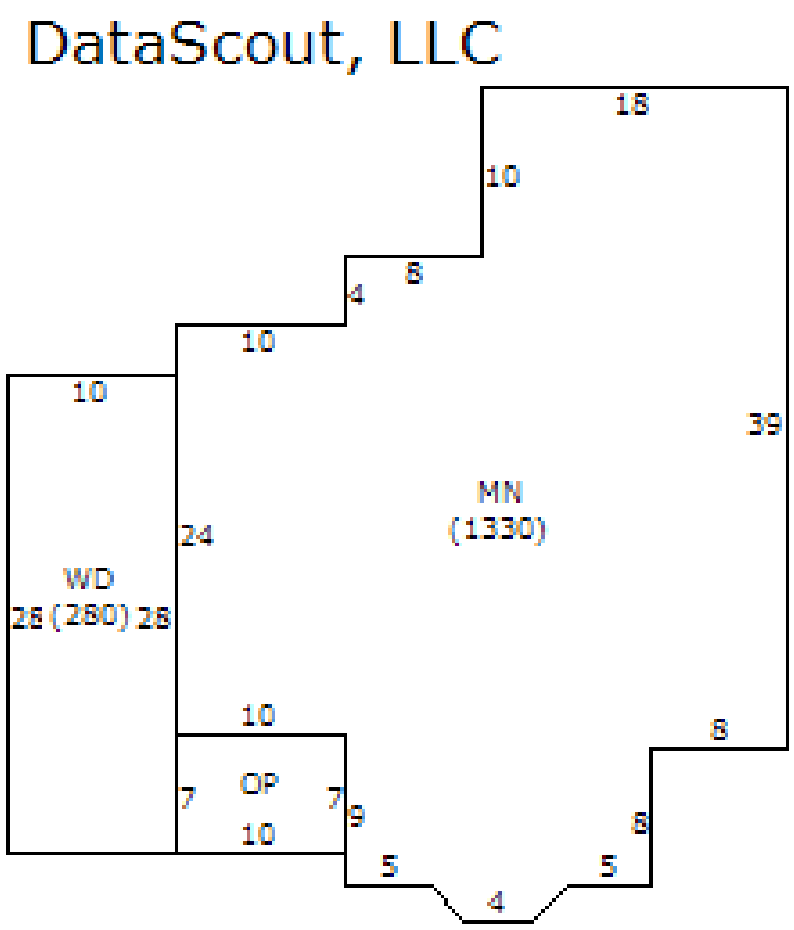
Residential Card

Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE+	Frame Siding Std.	2070	3-5	137	1886	Average	N/A

Exterior Wall:	STANDARD	**Plumbing:**	**Full:** 2 **Half:** N/A
Foundation:	Closed Piers	**Fireplace:**	**Type:** 1s Sgl. **Qty:** 1
Heat/Cool:	Central	**Floor Struct:**	Wood with subfloor
Floor Cover:	Carpet & Tile	**Basement:**	Unfin
Insulation:	Ceilings Walls	**Basement Area:**	150
Roof Cover:	Metal	**Year Remodeled:**	N/A
Roof type:	Gable	**Style:**	N/A

Residential Card 1 Sketch



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1330
B	OP	Porch, open	70
C	WD	Wood deck	280
D	1+	1+, Upper Level	740

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
General Purpose Barn	N/A	21 x 40	1	N/A	N/A
Garage - frame unfinished, detach	N/A	18 x 20	1	N/A	N/A
Wood deck	N/A	8 x 8	1	N/A	N/A
G.P. Barn Lean-To	N/A	18 x 40	N/A	N/A	N/A
G.P. Barn Lean-To	N/A	10 x 12	N/A	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2023	457,100.00	49,682.00
2022	276,450.00	45,165.00
2021	276,450.00	41,705.00
2020	276,450.00	38,245.00
2019	173,000.00	34,600.00
2018	173,000.00	34,600.00
2017	173,000.00	34,600.00
2016	173,000.00	34,600.00
2015	173,000.00	34,600.00

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1893 N Stephen Carr Memorial Blvd Photos

1893

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-481

MEETING OF SEPTEMBER 17, 2024

TO: Mayor Jordan and City Council

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

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

SUBJECT: **ADM-2024-0039: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.36 called Urban Corridor and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 163.11 – Sexually Oriented Business to allow sexually oriented businesses as a conditional use, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement, and chapter 174 – Signs to establish sign regulations for the new zoning district.**

RECOMMENDATION:
City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code creating 161.36, Urban Corridor, and amending section 160.01 – Establishment of Districts, section 163.11 – Sexually Oriented Business, section 164.25 – Tandem Lot Development, section 167.04 – Tree Preservation and Protection During Development, and chapter 174 – Signs.

BACKGROUND:
Following delivery of the Fayetteville Housing Assessment in October 2023, the Fayetteville City Council passed Resolution 278-23 on December 5, 2023, affirming their support for the 71B Corridor Regulating Plan and Work Program. The resolution referenced prior actions to further the vision captured in the 71B Corridor Plan, including:

- Transfer of ownership of the 71B right-of-way from the Arkansas Department of Transportation to the City of Fayetteville,
- Authorization of planning work for the reconstruction of the streetscape, and
- Streetscape improvements underway or complete for portions of the 71B corridor.

On approval of Resolution 278-23, City of Fayetteville Planning staff began project work to study and ultimately make a recommendation to the City Council on a rezoning of the 71B Corridor to allow for the construction of housing, as recommended by the 2023 Housing Assessment. In May and June of 2024, Planning staff facilitated a series of seven public meetings and exhibits that communicated the intent of a proposed rezoning and sought input on aspects of zoning that would be preferred, including permitted and disallowed uses,

building height, setbacks, and tree protection. Approximately 100 people attended these in-person events, with approximately 75 people taking the in-person survey. An online survey on the city's Speak Up survey platform was available in the month of June, with 799 respondents. Planning staff reviewed those comments as well as public comments made in public hearings on development applications at both Planning Commission and City Council meetings over the course of the past year and compared the input to the city's existing zoning districts. The online survey results and combined in-person results are attached to this memo. Ultimately, the input received did not entirely align with an existing zoning district, and staff began working on a draft of a new zoning district that responded more directly to the public input received.

Planning staff presented public input to the Planning Commission at their annual retreat held on June 8, 2024, and solicited feedback from the commissioners on whether to approach a proposed rezoning using existing zoning district(s) or with a new zoning district created in response to the feedback received. Commissioners expressed an interest in evaluating a new zoning district in addition to options for using existing zoning districts. Staff subsequently brought three separate draft proposals to the Planning Commission in their Long Range Planning Committee meetings in the months of June and July: one that proposed rezoning the parcels in the project study area to Urban Thoroughfare (UT) only, one that proposed rezoning the parcels in the project study area to a combination of UT and Main Street Center (MSC) zoning, with the MSC zoning applied at or near major intersections, and one that proposed a new zoning district, which began as "Urban General" but has been renamed to "Urban Corridor" in the course of the project. Downtown General (DG) zoning was also considered as it was proposed at the in-person meetings and in the online survey. However, as staff evaluated the various zoning districts in consideration side by side, the DG zoning district would have provided the most restrictive reduction in permitted uses, with several existing uses not being permitted or conditional in the DG zoning district. A side-by-side comparison of the zoning districts evaluated in that process, including the proposed new Urban Corridor district, is attached to this memo.

DISCUSSION:

The purpose of this amendment is to establish a new zoning district titled "Urban Corridor" (UC). Through discussion with the Planning Commission in June and July, staff developed UC in response to community input that leaned toward reducing instances of vehicle-oriented uses and site design in favor of zoning that supports walkable urban environments and that permits a mix of housing and commercial uses. The UC zoning district is intended to acknowledge the legacy of highway-oriented development and commercial-only zoning prominent along N. College Ave. and S. School Ave. and bridge existing zoning districts (primarily the UT and DG zoning districts) by adding higher-density housing types as permitted uses and requiring approval of a Conditional Use Permit for many vehicle-oriented uses rather than excluding them entirely. One goal for the corridor is to facilitate a transit-supportive minimum density of 10 dwelling units per acre. As a result, single and two-family dwellings require a Conditional Use Permit as those housing types are typically constructed at a lower density than a goal transit-supportive minimum density for the corridor of 10 dwelling units or more per acre. Additionally, smaller scale residential developments do not leverage infrastructure to the fiscally responsible levels associated with multi-family and mixed-use development. Effective use of 71B's existing infrastructure, including street, water, and sewer, is a component of both the 71B Corridor Plan.

A site design advantage to the proposed UC zoning district is that no minimum lot size or lot width is proposed, meaning lots would not have a zoning requirement to have street frontage, although street frontage may be required for utility connections depending on the lot, site, and utility configuration. The zoning district is not proposed to have a front setback, usually associated with large front parking lots and buildings set back from the street. Instead, a 0'-30' front build-to zone is proposed, meaning future buildings would need to be located within the front 30' of the property where it abuts a public right-of-way. Siting buildings closer to the street creates shorter connections to building entrances for cyclists and pedestrians and creates a more urban streetscape when fully built out. Buildings would need to be built across a minimum of 50% of the lot frontage but could still utilize up to half of the frontage for vehicle circulation and site design elements. No side or rear

setbacks are proposed unless the property is contiguous to a single-family residential zoning district, in which case the setback would be 15 feet. The building height maximum is proposed to be eight stories. The proposed UC zoning district is attached, as well as a detailed listing of permitted uses, uses that would require approval of a Conditional Use Permit, and uses that would not be permitted.

With the addition of a new zoning district comes amendments to other sections of the Unified Development Code (UDC). In this instance, amendments are also needed to:

- Section 160.01 – Establishment of Zoning Districts to add UC to the list of zoning districts.
- Section 163.11 – Sexually Oriented Business to allow sexually oriented businesses in the UC zoning district as a conditional use.
- Section 164.25 – Tandem Lot Development to establish building setbacks of 5 feet from all property lines for tandem lots, the same as for the mixed use zoning districts listed in Section 164.25(B)(5)(e).
- Section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement for the UC zoning district in Section 167.04(C) Table 1. This is proposed to be 20%, similar to some of the higher-intensity residential zoning districts and lower intensity commercial districts, and in acknowledgement of public input favoring tree canopy and the large amount of existing wooded hillside and intact tree canopy area along portions of the corridor.
- Chapter 174 – Signs to establish sign regulations for the new zoning district:
    - 174.03(C) – Exemptions to add UC to the table of signs in the row permitted to be illuminated and 32” in area.
    - 174.10(A)(4), 174.10(B)(2)(f), 174.10(C)(3), and 174.10(D)(2) to add the UC zoning district to the list of commercial and mixed use zoning districts to define which sign regulations are applicable for the new district.

The Planning Commission considered the proposal at their August 26, 2024, meeting. Commissioners discussed potential amendments to the proposed zoning district, including removing short-term rentals from permitted uses and/or making them a conditional use, adjusting the build-to-zone to a more narrow allowance of 0’-15’ from the front property line, and adding a limitation to the proposed 8-story building height for a building step back requirement similar to what is described in the C-2 (Commercial Thoroughfare) zoning district. Commissioners expressed concerns about permitting additional short-term rentals in an area meant to be part of providing housing solutions for Fayetteville residents and whether the citywide cap on type 2 short-term rentals provided a sufficient impediment to that use along the corridor. Also of concern was the broad range of outcomes that could be possible with a 0’-30’ build-to-zone compared to limiting that setback to just 15’ behind the property line and creating more certainty in the expectations and outcomes for building placement. Commissioners also discussed with staff concerns about tall buildings constructed in proximity to single-family homes and whether fire access requirements were sufficient to buffer residential neighborhoods from proposed tall buildings.

Ultimately, the Planning Commission voted to forward the item to the City Council, receiving one comment in favor during the public hearing and no comments prior. The motion to forward was made by Commissioner Castin and seconded by Commissioner Garlock. A vote of 6-2-0 followed, with Commissioners Werner and Payne voting not to forward. Commissioner Werner preferred to address short-term rental concerns prior to forwarding the item to Council.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A - Proposed Ordinance (#4), Proposed Ordinance - Strikethrough (#5), ADM-2024-0039 PC Report (#6), 71B Rezoning Speak Up Results (#7), 71B Public Input Combined Results

(#8), 71B Zoning Comparisons (#9), EAC Letter of Support (#10)

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

File #: 2024-481

ADM-2024-0039: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.36 called Urban Corridor and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 163.11 – Sexually Oriented Business to allow sexually oriented businesses as a conditional use, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement, and chapter 174 – Signs to establish sign regulations for the new zoning district.

AN ORDINANCE TO AMEND CHAPTER 161 ZONING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE TO ENACT § 161.36 URBAN CORRIDOR AND ESTABLISH ZONING REGULATIONS FOR THE NEW ZONING DISTRICT, TO AMEND § 160.01 ESTABLISHMENT OF DISTRICTS TO ADD THE NEW DISTRICT, TO AMEND § 163.11 SEXUALLY ORIENTED BUSINESS TO ALLOW SEXUALLY ORIENTED BUSINESSES AS A CONDITIONAL USE, TO AMEND § 164.25 TANDEM LOT DEVELOPMENT TO ESTABLISH BUILDING SETBACKS FOR TANDEM LOTS, TO AMEND § 167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT TO ESTABLISH A MINIMUM CANOPY REQUIREMENT, AND TO AMEND CHAPTER 174 SIGNS TO ESTABLISH SIGN REGULATIONS FOR THE NEW ZONING DISTRICT

WHEREAS, following delivery of the Fayetteville Housing Assessment in October 2023, the City Council passed Resolution 278-23 affirming its support for the 71B Corridor Regulating Plan and Work Program and, upon approval, Planning staff began to study and ultimately recommend to the City Council a rezoning of the 71B Corridor to allow for the construction of housing, as recommended by the assessment; and

WHEREAS, in May and June of 2024, Planning staff facilitated a series of seven public meetings and exhibits that communicated the intent of a proposed rezoning and sought input on aspects of zoning that would be preferred, including permitted and disallowed uses, building height, setbacks, and tree protection; and

WHEREAS, due to the input received, staff began working on a draft of a new zoning district that responded more directly to the public input and the Planning Commission expressed an interest in evaluating a new district; and

WHEREAS, staff recommends establishing a new zoning district titled “UC, Urban Corridor” and, on

August 26, 2024, the Planning Commission voted to recommend approval.

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 Chapter 161 **Zoning Regulations** of the Unified Development Code by enacting a new § 161.36 Urban Corridor as follows:

"161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of the 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 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.* None.

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when	15 feet

contiguous to a single-family residential district:	

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 161.01 **Establishment of Districts** by inserting the following between C-3, Central Business Commercial and UT, Urban Thoroughfare:

UC	Urban Corridor

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals the introductory sentence of subsection (B) *Conditional Use of* § 163.11 **Sexually Oriented Business** and enacts a replacement as follows:

"*Conditional Use*. Sexually oriented businesses shall not be allowed in any zoning district except UC and C-2 where they may be allowed as conditional uses subject to the following:"

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (B)(5)(e) of § 164.25 **Tandem Lot Development** by adding "UC" to the list of those zoning districts with a 5-foot minimum building setback.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (C) *Canopy Area of* § 167.04 **Tree Preservation and Protection During Development** by inserting the following between C-2, Central Business Commercial and UT, Urban Thoroughfare:

UC, Urban Corridor	20%

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (C) *Real Estate Signs* in Chapter 174 **Signs** by adding "UC" to the table between "I" and "UT" authorizing illuminated 32 square foot signs in the new district.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby amends subsections (A)(4) and (B)(2)(f), (C)(3), and (D)(2) of § 174.10 **On-Site Freestanding Signs** by inserting "UC" after "P-1."

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (D) of § 174.12 **Wall Signs** by inserting "UC" after "P-1."

City of Fayetteville Staff Review Form

2024-481

Item ID

9/17/2024

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

Britin Bostick	8/30/2024	LONG RANGE PLANNING (634)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM-2024-0039: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.36 called Urban Corridor and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 163.11 – Sexually Oriented Business to allow sexually oriented businesses as a conditional use, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a

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:

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
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Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
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 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
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Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.* None.

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8)Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

163.11 Sexually Oriented Business

(A) *Classification.* Sexually oriented businesses are classified as follows:

(1) Adult arcade;

(2) Adult bookstores and adult video stores;

(3) Adult cabarets;

(4) Adult motion picture theaters; and

(5) Adult theaters.

(B) *Conditional Use.* Sexually oriented businesses shall not be allowed in any zoning district except UC and C-2 where they may be allowed as conditional uses subject to the following:

(1) No sexually oriented business may be operated within 500 feet of:

(a) A church;

(b) A public or private elementary, secondary, or post-secondary school, pre-school or child care facility;

(c) A public park.

(2) No sexually oriented business may be operated:

(a) Within 200 feet of a boundary of a residential zone or any residential use;

(b) Within 400 feet of a residential zone or any residential use as measured by automobile travel distance from the exit of a sexually oriented business property to the property line or the residential zone or use;

(3) No sexually oriented business may be operated within 1,000 feet of another sexually oriented business or within 200 feet of any room, building, premises, place or establishment that sells or dispenses alcohol or beer.

(4) For the purpose of this subsection (1), measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as part of the premises where sexually oriented business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district or residential lot.

164.25 Tandem Lot Development

(A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.

(B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:

(1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.

(2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.

(3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).

(4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.

(5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:

(a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-.5, and RSF-1 zoning districts.

(b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.

(c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.

(d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.

(e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UC, UT, DC, MSC, DG, and NC zoning districts.

(f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.

(C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning

regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

(1) *Large Scale Developments.*

(2) *Large Site Improvement Plan.*

(3) *Small Site Improvement Plan.*

(4) *Preliminary Plat.*

(5) *Final Plat.*

(6) *Concurrent Plat.*

(7) *Planned Zoning Districts.*

(8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.

(9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.

(10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.

(11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.

(a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.

(b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

(B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

(1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.

(2) Whether the design incorporates the required tree preservation priorities.

(3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

(4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

(5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

(6) Whether the size or shape of the lot reduces the flexibility of the design.

(7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.

(8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.

(9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

(10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

(11) Construction requirements of on-site and off-site drainage.

(12) The effects of proposed on-site mitigation or off-site alternatives.

(13) The effect other chapters of the Unified Development Code, or city policies have on the development design.

(14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.

(15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note—**The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

(C) *Canopy Area.* In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

(1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.

(2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

(1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

(2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.

(3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*

(1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.

(2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.

(a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.

(b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.

(3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.

(4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.

(G) *Initial Review.*

(1) *Meeting with the Urban Forester*. It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.

(2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.

(H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).

(1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:

(a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;

(b) The property line boundaries of the site;

(c) Soils identified according to the Unified Soil Classification System;

(d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;

(e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.

(f) All existing utilities and utility easements;

(g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;

(h) Floodplains and floodways on the site;

(i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,

(j) Any other factors that may impact the design of the site.

(2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.

(3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.

(4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.

(5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.

(6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.

(7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.

(I) *Request for On-Site Mitigation.*

(1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.

(2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:

(a) The number of trees requested for removal;

(b) The percentage below the percent minimum canopy requirement they represent; and

(c) The species and number of trees to be planted based on the forestation requirements below.

(3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

(a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.

(b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.

(5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.

(7) *Placement of Trees*. The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.

(8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:

(a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).

(b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.

(ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.

(iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the

applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

(iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.

(9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*

(a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.

(b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.

(c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.

(d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.

(e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.

(f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.

(g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.

(i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.

(ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.

(iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

(1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.

(2) *Off-Site Preservation*. The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.

(3) *Off-Site Forestation.*

(a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.

(b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.

(4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account $250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund $425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.

(a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.

(b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.

(c) Money contributed under this section:

(i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;

(ii) Shall not revert to the general fund for ongoing operations.

(d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.

(e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.

(f) Refunds shall be paid to the applicant who made the original contribution.

(g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.

(h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.

(K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.

(1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.

(2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.

(3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.

(4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.

(L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*

(1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.

(2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.

(3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.03 Exemptions

Exemptions shall not be construed as relieving the owner of such signs from the responsibility of complying with certain applicable provisions of this chapter. The exemptions shall apply to the requirement for a sign permit. No sign permit shall be required for the erection of the following signs which are hereby authorized to be erected in compliance with the listed conditions:

(A) *Professional Name Plates.* Professional name plates erected flat on walls of building and not exceeding four (4) square feet of display surface area.

(B) *Building Construction Signs.* One (1) on-site building construction sign on each construction site in any zoning district, provided that maximum display surface area shall be 8 square feet or less in R zoning districts: 32 square feet or less in other zoning districts.

(C) *Real Estate Signs.* On a lot in any district, there may be erected one (1) on-site unanimated real estate sign while the lot is for sale. Provided further, such signs shall be limited to wall signs, freestanding signs or platform signs; and freestanding signs or platform signs shall be set back a minimum of 10 feet from the street. Real estate signs shall be removed within seventy-two (72) hours following the closing (sale) of the property on which it is located. The permitted illumination and maximum display surface area for a real estate sign shall be as follows:

District	Permitted Illumination	Area (Square Footage)
RA	Non-illuminated	32"
P-1, C, I, UC, UT, DC, MSC, CPZD	Illuminated	32"
All other districts	Non-illuminated	8"

(D) *Home Occupation Signs.* Home occupation signs erected flat against the wall and not exceeding 3 square feet.

(E) *Memorial Signs, Name Signs.* Memorial signs or tables, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.

(F) *Traffic Signs, Etc.* Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary, emergency or nonadvertising signs as may be approved by the City Council.

(G) *Posting Bills, Repainting Signs.* Posting of bills on signs, repainting of signs, or the changing of letters or numbers on signs designed for changeable lettering or numbering which were legally erected and maintained for such purposes.

(H) *Non-Commercial Signs.* Non-commercial signs are permitted to be placed on private property by the land owner or lawful tenant in any zoned district subject to the following conditions:

(1) *Districts Where Most Signs Are Not Permitted.* In districts where most signs are not permitted (primarily residential districts), one (1) non-commercial sign may be erected subject to the limitations stated in §174.03 (C) for real estate signs.

(2) D*istricts Where Signs Are Permitted.* In districts where signs are otherwise permitted, non-commercial signs may be placed over or substituted for the permitted commercial sign.

(3) *All Districts.* In addition to the non-commercial sign allowed above, sixty (60) days prior to any general, primary, runoff or special election, a property owner may display additional non-illuminated, temporary non-commercial signs of the same size allowed for real estate signs allowed in §174.03 (C). All such signs (not authorized for further display by an upcoming election such as a run-off) must be

removed by the property owner within three (3) days of the election which authorized the signs' installation.

(I) *Time and Temperature Displays.* Time and temperature displays without advertising matter, may change their illuminated time and temperature displays as often as reasonably necessary to provide accurate and convenient information to observers without being considered to be in violation of §174.08 B. Fluctuating Illumination.

(J) *Banners.* Public event, special sales event and non-commercial banners (not to exceed 3 feet by 30 feet) and large non-commercial signs (not to exceed 32 square feet) may be temporarily installed under the following terms and conditions:

(1) *Non-Commercial Banners and Large Signs.*

(a) *Residential Zones Including Neighborhood Conservation, Residential Office, Residential Agriculture and RPZD.* In addition to the non-commercial sign allowed in subsection (H), the owner of a residentially zoned parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election.

(b) *All Other Zones.* The owner of a parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election. If the parcel has more than 100 feet of frontage on a street, the owner may install one (1) large temporary non-commercial sign per hundred feet of frontage. No more than once a year, an owner may substitute and install a non-commercial banner for an allowed special sales event banner no more than two (2) weeks prior to (and to be removed within three (3) days following) the election.

(2) *Special Sales Event Banner.* In Commercial, Downtown Core, Downtown General, Main Street Central, and C-PZD zones, a commercial retail business may advertise a special sales event by installing a special sales event banner on its property at least 40 feet from the street right of way and no higher than 30 feet above street level for a total display time of no more than ten (10) days, no more than one (1) time a year.

(3) *Public Event Banners.* Nonprofit organizations and government entities may install public event banners under the following conditions:

(a) In order to notify or invite the public to attend a public festival or event sponsored by the nonprofit organization or government entity, this organization may install a public event banner (that may not contain advertising or commercial logos) on its property at least 20 feet from the street right of way or on the building's facade and no more than 30 feet above the street for a total display time of no more than fourteen (14) days six (6) times a year.

(b) In order to notify or invite the public to attend a public festival or event within the Downtown Master Plan area or the University of Arkansas campus sponsored by the nonprofit organization or government entity, that organization may pay the costs of the CITY to install one (1), two (2), or three (3) cross street public event banners (with no advertising or commercial logos) at one or more city authorized sites {intersections of Dickson and Block, and Dickson and Arkansas, and on Block between Dickson and Meadow} for no more than fourteen (14) days once a year. When more than one nonprofit organization or government entity would qualify and timely requests to pay for the installation of cross street banners during the same period, the number of cross street banners for each organization may be reduced to one (1) and/or the length of display may be shortened to one (1) week so that each qualified applicant is treated equally.

(K) *Signs Located in Buildings.* Any sign located within a building that is not visible to the public outside said building is exempt from all regulations in this chapter.

(L) *Signs on Windows.* Signs painted, affixed to or clearly visible through windows and doors are exempt from the permit requirement. However, such signs are considered wall signs and must conform to all requirements and limitations for wall signs pursuant to §174.12, Wall signs.

(M) *Directional Identification and Informational Signs.* Directional, identification, and informational signs; provided such signs shall be limited to wall and freestanding signs with a maximum of 4 square feet of display surface area. Notwithstanding the restrictions on the location and number of freestanding signs prescribed by §174.10, one (1) freestanding sign not exceeding 4 square feet in display surface area shall be permitted at each entrance or exit on a lot or parcel to identify such entrance or exit and to encourage the use of motor vehicle seatbelts, subject to the following restrictions.

(1) *Traffic Hazard.* No such sign shall be erected which would create a traffic hazard.

(2) *Seat Belt Sign.* Any words or symbols encouraging the use of seatbelts shall face the interior of the lot or parcel on which the sign is located and shall not face the street.

(3) *Advertising.* No advertising or commercial logos may be incorporated into the sign.

(N) *Collection Boxes.* Collection boxes for charitable or nonprofit organizations containing no commercial advertising and located on private property in any commercial or industrial zoning districts.

(O) *Subdivision Signs.* In any district, one temporary subdivision identification sign indirectly illuminated, not to exceed 50 square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six (6) months within 50 feet of a dwelling in a R district occupied as a dwelling.

(P) *Freestanding Bulletin Board.* A church or other religious institution and a school serving primary and/or secondary education Fayetteville students may install one (1) freestanding bulletin board (not an electronic message board) on its campus to communicate non-commercial information and events at such church or school. The bulletin board may be 10 square feet and must be set back a minimum of 15 feet from the street right-of-way. The school or church may enlarge the bulletin board up to maximum of 24 square feet by moving it back from street right-of-way 1 additional foot for each 2 square feet of display surface area in excess of the normal 10 square feet allowed. This bulletin board sign shall be in addition to any other signs authorized in this chapter.

(Q) *Fuel Price Informational Signs.* In any district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to the following conditions:

(1) *Price.* Only one (1) fuel price informational sign shall be permitted per fuel pump.

(2) *Size.* Fuel price informational signs shall be limited in size to an area of 216 square inches.

(3) *Stationary.* Each fuel price informational sign shall be affixed directly and firmly to a fuel pump and shall be stationary.

(4) *Other Locations.* Nothing herein shall be construed as to prohibit the advertisement of fuel prices on any other sign meeting the requirements of this chapter.

(5) *Sign Faces.* Only one (1) two (2) faced, or two (2) one (1) faced, self-service/full service signs not exceeding four (4) square feet in display surface area shall be permitted at each pump island.

(R) *Fences and Scoreboards in City Parks.* Signs may be permitted on baseball/softball fences and scoreboards in city parks as provided for in §97.088(B).

(S) *Pedicabs.* Pedicabs not operating on city trails may be allowed one advertising sign placed upon the rear of the pedicab and extending no higher than the stock body of the pedicab. The sign shall not be illuminated and shall not exceed 6 square feet (2 feet &times 3 feet). Prior to displaying this sign publicly, such sign as attached to the pedicab must be presented to the Zoning and Development Administrator for permitting and, if the sign is in full compliance with this subsection, approval.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District*.

(a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.

(c) *Illumination.* Sign may be illuminated by indirect illumination only.

(d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RT Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RT Districts of the City.

(3) *RMF, R-O, NC, and NS Districts.*

(a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;

(c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.

(d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.

(e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.

(b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.

(1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.

(2) *Display Surface Area*.

(a) *RSF and RT Districts.* Prohibited on individual lots.

(b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.

(c) *NS and RMF Districts.* The display surface area shall not exceed 16 square feet.

(d) *R-A District.* The display surface area shall not exceed 32 square feet.

(e) *R-O Districts.* The display surface area shall not exceed 50 square feet.

(f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.

(3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.

(4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.

(C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:

Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

(1) *R-A, RSF, RT, RMF, P, NC, and NS Districts.* Prohibited.

(2) *R-O District.* Monument joint identification sign permitted only.

(a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.

(b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.

(d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.

(3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*

(a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:

(i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*

a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.

b *Height.* The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.

(ii) *Multi-Tenant Building Containing More Than 37,500 Square Feet:*

a. *Display Surface Area.* Display surface area shall not exceed 75 square feet; provided the display surface area of a joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

b. *Height and Setback from Right-of-Way.* The maximum height of the sign shall be 6 feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.

c. *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(b) *Pole.* The following regulations apply to pole-mounted joint identification signs:

(i) *Display Surface Area and setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

a. *Exception.* Display surface area shall not exceed 75 square feet, provided the display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

(ii) *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.

(D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.

(1) *R-A, RSF, RT, RMF, NC, NS, and R-O Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.

(2) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.

(E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:

(1) *RSF, RT, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:

(a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.

(c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.

(d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(e) *Height*.The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.

(f) *Ilumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

(A) *NC, RSF and RT Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.

(3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.

(4) *Exceptions:*

(a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.

(B) *RMF Districts.*

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.

(C) *R-A, R-O, and NS Districts.*

(1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.

(D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(1) *Number of Signs*.

(a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.

(b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.*

(a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.

(b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.

(E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
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 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.* None.

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8)Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

163.11 Sexually Oriented Business

(A) *Classification.* Sexually oriented businesses are classified as follows:

(1) Adult arcade;

(2) Adult bookstores and adult video stores;

(3) Adult cabarets;

(4) Adult motion picture theaters; and

(5) Adult theaters.

(B) *Conditional Use.* Sexually oriented businesses shall not be allowed in any zoning district except UC and C-2 where they may be allowed as conditional uses subject to the following:

(1) No sexually oriented business may be operated within 500 feet of:

(a) A church;

(b) A public or private elementary, secondary, or post-secondary school, pre-school or child care facility;

(c) A public park.

(2) No sexually oriented business may be operated:

(a) Within 200 feet of a boundary of a residential zone or any residential use;

(b) Within 400 feet of a residential zone or any residential use as measured by automobile travel distance from the exit of a sexually oriented business property to the property line or the residential zone or use;

(3) No sexually oriented business may be operated within 1,000 feet of another sexually oriented business or within 200 feet of any room, building, premises, place or establishment that sells or dispenses alcohol or beer.

(4) For the purpose of this subsection (1), measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as part of the premises where sexually oriented business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district or residential lot.

164.25 Tandem Lot Development

(A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.

(B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:

(1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.

(2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.

(3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).

(4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.

(5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:

(a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-.5, and RSF-1 zoning districts.

(b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.

(c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.

(d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.

(e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UC, UT, DC, MSC, DG, and NC zoning districts.

(f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.

(C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning

regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

(1) *Large Scale Developments.*

(2) *Large Site Improvement Plan.*

(3) *Small Site Improvement Plan.*

(4) *Preliminary Plat.*

(5) *Final Plat.*

(6) *Concurrent Plat.*

(7) *Planned Zoning Districts.*

(8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.

(9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.

(10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.

(11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.

(a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.

(b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

(B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

(1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.

(2) Whether the design incorporates the required tree preservation priorities.

(3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

(4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

(5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

(6) Whether the size or shape of the lot reduces the flexibility of the design.

(7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.

(8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.

(9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

(10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

(11) Construction requirements of on-site and off-site drainage.

(12) The effects of proposed on-site mitigation or off-site alternatives.

(13) The effect other chapters of the Unified Development Code, or city policies have on the development design.

(14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.

(15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note—**The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

(C) *Canopy Area.* In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

(1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.

(2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

(1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

(2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.

(3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*

(1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.

(2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.

(a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.

(b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.

(3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.

(4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.

(G) *Initial Review.*

(1) *Meeting with the Urban Forester*. It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.

(2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.

(H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).

(1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:

(a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;

(b) The property line boundaries of the site;

(c) Soils identified according to the Unified Soil Classification System;

(d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;

(e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.

(f) All existing utilities and utility easements;

(g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;

(h) Floodplains and floodways on the site;

(i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,

(j) Any other factors that may impact the design of the site.

(2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.

(3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.

(4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.

(5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.

(6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.

(7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.

(I) *Request for On-Site Mitigation.*

(1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.

(2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:

(a) The number of trees requested for removal;

(b) The percentage below the percent minimum canopy requirement they represent; and

(c) The species and number of trees to be planted based on the forestation requirements below.

(3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

(a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.

(b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.

(5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.

(7) *Placement of Trees*. The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.

(8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:

(a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).

(b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.

(ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.

(iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the

applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

(iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.

(9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*

(a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.

(b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.

(c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.

(d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.

(e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.

(f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.

(g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.

(i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.

(ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.

(iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

(1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.

(2) *Off-Site Preservation*. The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.

(3) *Off-Site Forestation.*

(a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.

(b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.

(4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account $250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund $425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.

(a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.

(b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.

(c) Money contributed under this section:

(i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;

(ii) Shall not revert to the general fund for ongoing operations.

(d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.

(e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.

(f) Refunds shall be paid to the applicant who made the original contribution.

(g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.

(h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.

(K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.

(1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.

(2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.

(3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.

(4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.

(L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*

(1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.

(2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.

(3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.03 Exemptions

Exemptions shall not be construed as relieving the owner of such signs from the responsibility of complying with certain applicable provisions of this chapter. The exemptions shall apply to the requirement for a sign permit. No sign permit shall be required for the erection of the following signs which are hereby authorized to be erected in compliance with the listed conditions:

(A) *Professional Name Plates.* Professional name plates erected flat on walls of building and not exceeding four (4) square feet of display surface area.

(B) *Building Construction Signs.* One (1) on-site building construction sign on each construction site in any zoning district, provided that maximum display surface area shall be 8 square feet or less in R zoning districts: 32 square feet or less in other zoning districts.

(C) *Real Estate Signs.* On a lot in any district, there may be erected one (1) on-site unanimated real estate sign while the lot is for sale. Provided further, such signs shall be limited to wall signs, freestanding signs or platform signs; and freestanding signs or platform signs shall be set back a minimum of 10 feet from the street. Real estate signs shall be removed within seventy-two (72) hours following the closing (sale) of the property on which it is located. The permitted illumination and maximum display surface area for a real estate sign shall be as follows:

District	Permitted Illumination	Area (Square Footage)
RA	Non-illuminated	32"
P-1, C, I, UC, UT, DC, MSC, CPZD	Illuminated	32"
All other districts	Non-illuminated	8"

(D) *Home Occupation Signs.* Home occupation signs erected flat against the wall and not exceeding 3 square feet.

(E) *Memorial Signs, Name Signs.* Memorial signs or tables, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.

(F) *Traffic Signs, Etc.* Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary, emergency or nonadvertising signs as may be approved by the City Council.

(G) *Posting Bills, Repainting Signs.* Posting of bills on signs, repainting of signs, or the changing of letters or numbers on signs designed for changeable lettering or numbering which were legally erected and maintained for such purposes.

(H) *Non-Commercial Signs.* Non-commercial signs are permitted to be placed on private property by the land owner or lawful tenant in any zoned district subject to the following conditions:

(1) *Districts Where Most Signs Are Not Permitted.* In districts where most signs are not permitted (primarily residential districts), one (1) non-commercial sign may be erected subject to the limitations stated in §174.03 (C) for real estate signs.

(2) D*istricts Where Signs Are Permitted.* In districts where signs are otherwise permitted, non-commercial signs may be placed over or substituted for the permitted commercial sign.

(3) *All Districts.* In addition to the non-commercial sign allowed above, sixty (60) days prior to any general, primary, runoff or special election, a property owner may display additional non-illuminated, temporary non-commercial signs of the same size allowed for real estate signs allowed in §174.03 (C). All such signs (not authorized for further display by an upcoming election such as a run-off) must be

removed by the property owner within three (3) days of the election which authorized the signs' installation.

(I) *Time and Temperature Displays.* Time and temperature displays without advertising matter, may change their illuminated time and temperature displays as often as reasonably necessary to provide accurate and convenient information to observers without being considered to be in violation of §174.08 B. Fluctuating Illumination.

(J) *Banners.* Public event, special sales event and non-commercial banners (not to exceed 3 feet by 30 feet) and large non-commercial signs (not to exceed 32 square feet) may be temporarily installed under the following terms and conditions:

(1) *Non-Commercial Banners and Large Signs.*

(a) *Residential Zones Including Neighborhood Conservation, Residential Office, Residential Agriculture and RPZD.* In addition to the non-commercial sign allowed in subsection (H), the owner of a residentially zoned parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election.

(b) *All Other Zones.* The owner of a parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election. If the parcel has more than 100 feet of frontage on a street, the owner may install one (1) large temporary non-commercial sign per hundred feet of frontage. No more than once a year, an owner may substitute and install a non-commercial banner for an allowed special sales event banner no more than two (2) weeks prior to (and to be removed within three (3) days following) the election.

(2) *Special Sales Event Banner.* In Commercial, Downtown Core, Downtown General, Main Street Central, and C-PZD zones, a commercial retail business may advertise a special sales event by installing a special sales event banner on its property at least 40 feet from the street right of way and no higher than 30 feet above street level for a total display time of no more than ten (10) days, no more than one (1) time a year.

(3) *Public Event Banners.* Nonprofit organizations and government entities may install public event banners under the following conditions:

(a) In order to notify or invite the public to attend a public festival or event sponsored by the nonprofit organization or government entity, this organization may install a public event banner (that may not contain advertising or commercial logos) on its property at least 20 feet from the street right of way or on the building's facade and no more than 30 feet above the street for a total display time of no more than fourteen (14) days six (6) times a year.

(b) In order to notify or invite the public to attend a public festival or event within the Downtown Master Plan area or the University of Arkansas campus sponsored by the nonprofit organization or government entity, that organization may pay the costs of the CITY to install one (1), two (2), or three (3) cross street public event banners (with no advertising or commercial logos) at one or more city authorized sites {intersections of Dickson and Block, and Dickson and Arkansas, and on Block between Dickson and Meadow} for no more than fourteen (14) days once a year. When more than one nonprofit organization or government entity would qualify and timely requests to pay for the installation of cross street banners during the same period, the number of cross street banners for each organization may be reduced to one (1) and/or the length of display may be shortened to one (1) week so that each qualified applicant is treated equally.

(K) *Signs Located in Buildings.* Any sign located within a building that is not visible to the public outside said building is exempt from all regulations in this chapter.

(L) *Signs on Windows.* Signs painted, affixed to or clearly visible through windows and doors are exempt from the permit requirement. However, such signs are considered wall signs and must conform to all requirements and limitations for wall signs pursuant to §174.12, Wall signs.

(M) *Directional Identification and Informational Signs.* Directional, identification, and informational signs; provided such signs shall be limited to wall and freestanding signs with a maximum of 4 square feet of display surface area. Notwithstanding the restrictions on the location and number of freestanding signs prescribed by §174.10, one (1) freestanding sign not exceeding 4 square feet in display surface area shall be permitted at each entrance or exit on a lot or parcel to identify such entrance or exit and to encourage the use of motor vehicle seatbelts, subject to the following restrictions.

(1) *Traffic Hazard.* No such sign shall be erected which would create a traffic hazard.

(2) *Seat Belt Sign.* Any words or symbols encouraging the use of seatbelts shall face the interior of the lot or parcel on which the sign is located and shall not face the street.

(3) *Advertising.* No advertising or commercial logos may be incorporated into the sign.

(N) *Collection Boxes.* Collection boxes for charitable or nonprofit organizations containing no commercial advertising and located on private property in any commercial or industrial zoning districts.

(O) *Subdivision Signs.* In any district, one temporary subdivision identification sign indirectly illuminated, not to exceed 50 square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six (6) months within 50 feet of a dwelling in a R district occupied as a dwelling.

(P) *Freestanding Bulletin Board.* A church or other religious institution and a school serving primary and/or secondary education Fayetteville students may install one (1) freestanding bulletin board (not an electronic message board) on its campus to communicate non-commercial information and events at such church or school. The bulletin board may be 10 square feet and must be set back a minimum of 15 feet from the street right-of-way. The school or church may enlarge the bulletin board up to maximum of 24 square feet by moving it back from street right-of-way 1 additional foot for each 2 square feet of display surface area in excess of the normal 10 square feet allowed. This bulletin board sign shall be in addition to any other signs authorized in this chapter.

(Q) *Fuel Price Informational Signs.* In any district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to the following conditions:

(1) *Price.* Only one (1) fuel price informational sign shall be permitted per fuel pump.

(2) *Size.* Fuel price informational signs shall be limited in size to an area of 216 square inches.

(3) *Stationary.* Each fuel price informational sign shall be affixed directly and firmly to a fuel pump and shall be stationary.

(4) *Other Locations.* Nothing herein shall be construed as to prohibit the advertisement of fuel prices on any other sign meeting the requirements of this chapter.

(5) *Sign Faces.* Only one (1) two (2) faced, or two (2) one (1) faced, self-service/full service signs not exceeding four (4) square feet in display surface area shall be permitted at each pump island.

(R) *Fences and Scoreboards in City Parks.* Signs may be permitted on baseball/softball fences and scoreboards in city parks as provided for in §97.088(B).

(S) *Pedicabs.* Pedicabs not operating on city trails may be allowed one advertising sign placed upon the rear of the pedicab and extending no higher than the stock body of the pedicab. The sign shall not be illuminated and shall not exceed 6 square feet (2 feet &times 3 feet). Prior to displaying this sign publicly, such sign as attached to the pedicab must be presented to the Zoning and Development Administrator for permitting and, if the sign is in full compliance with this subsection, approval.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District*.

(a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.

(c) *Illumination.* Sign may be illuminated by indirect illumination only.

(d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RT Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RT Districts of the City.

(3) *RMF, R-O, NC, and NS Districts.*

(a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;

(c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.

(d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.

(e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.

(b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.

(1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.

(2) *Display Surface Area*.

(a) *RSF and RT Districts.* Prohibited on individual lots.

(b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.

(c) *NS and RMF Districts.* The display surface area shall not exceed 16 square feet.

(d) *R-A District.* The display surface area shall not exceed 32 square feet.

(e) *R-O Districts.* The display surface area shall not exceed 50 square feet.

(f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.

(3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.

(4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.

(C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:

Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

(1) *R-A, RSF, RT, RMF, P, NC, and NS Districts.* Prohibited.

(2) *R-O District.* Monument joint identification sign permitted only.

(a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.

(b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.

(d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.

(3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*

(a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:

(i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*

a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.

b *Height.* The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.

(ii) *Multi-Tenant Building Containing More Than 37,500 Square Feet:*

a. *Display Surface Area.* Display surface area shall not exceed 75 square feet; provided the display surface area of a joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

b. *Height and Setback from Right-of-Way.* The maximum height of the sign shall be 6 feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.

c. *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(b) *Pole.* The following regulations apply to pole-mounted joint identification signs:

(i) *Display Surface Area and setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

a. *Exception.* Display surface area shall not exceed 75 square feet, provided the display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

(ii) *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.

(D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.

(1) *R-A, RSF, RT, RMF, NC, NS, and R-O Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.

(2) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.

(E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:

(1) *RSF, RT, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:

(a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.

(c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.

(d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(e) *Height*.The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.

(f) *Ilumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

(A) *NC, RSF and RT Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.

(3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.

(4) *Exceptions:*

(a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.

(B) *RMF Districts.*

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.

(C) *R-A, R-O, and NS Districts.*

(1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.

(D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(1) *Number of Signs*.

(a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.

(b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.*

(a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.

(b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.

(E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

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

MEETING DATE: August 26, 2024

SUBJECT: **ADM-2024-0039: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations):** Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.36 called Urban Corridor and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 163.11 – Sexually Oriented Business to allow sexually oriented businesses as a conditional use, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement, and chapter 174 – Signs to establish sign regulations for the new zoning district.

RECOMMENDATION:
Staff recommends forwarding **ADM-2024-0039** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
"I move to forward **ADM-2024-0039** to the City Council with a recommendation of approval."

BACKGROUND:
Following delivery of the Fayetteville Housing Assessment in October 2023, the Fayetteville City Council passed Resolution 278-23 on December 5, 2023 affirming their support for the 71B Corridor Regulating Plan and Work Program. The resolution referenced prior actions to further the vision captured in the 71B Corridor Plan, including:

- transfer of ownership of the 71B right-of-way from the Arkansas Department of Transportation to the City of Fayetteville,
- authorization of planning work for the reconstruction of the streetscape, and
- streetscape improvements underway or complete for portions of the 71B corridor.

On approval of Resolution 278-23, City of Fayetteville Planning staff began project work to study and ultimately make a recommendation to the City Council on a rezoning of the 71B Corridor to allow for the construction of housing, as recommended by the 2023 Housing Assessment. In May and June of this year planning staff facilitated a series of seven public meetings and exhibits that communicated the intent of a proposed rezoning and sought input on aspects of zoning that would be preferred, including permitted and disallowed uses, building height, setbacks, and tree protection. Approximately 100 people attended these in-person events, with approximately 75

people taking the in-person survey. An online survey on the city's Speak Up survey platform was available in the month of June, with 799 respondents. Planning staff reviewed those comments as well as public comments made in public hearings on development applications at both Planning Commission and City Council meetings over the course of the past year and compared the input to the city's existing zoning districts. Ultimately the input received did not entirely align with an existing zoning district, and staff began working on a draft of a new zoning district that responded more directly to the public input received.

Planning staff presented public input to the Planning Commission at their annual retreat held on June 8, 2024 and solicited feedback from the commissioners on whether to approach a proposed rezoning using existing zoning district(s) or with a new zoning district created in response to the feedback received. Commissioners expressed an interest in evaluating a new zoning district in addition to options using existing zoning districts. Staff subsequently brought three separate draft proposals to the Planning Commission in their Long Range Planning Committee meetings in the months of June and July: one that proposed rezoning the parcels in the project study area to Urban Thoroughfare (UT) only, one that proposed rezoning the parcels in the project study area to a combination of UT and Main Street Center (MSC) zoning, with the MSC zoning applied at or near major intersections, and one that proposed a new zoning district, which began as "Urban General" but has been renamed to "Urban Corridor" in the course of the project. Downtown General (DG) zoning was also considered as it was proposed at the in-person meetings and in the online survey, however, as staff evaluated the various zoning districts in consideration side by side, the DG zoning district would have provided the most restrictive reduction in permitted uses, with several existing uses not being permitted or conditional in the DG zoning district.

DISCUSSION:

The purpose of this amendment is to establish a new zoning district titled "Urban Corridor" (UC). Through discussion with the Planning Commission in June and July staff developed UC in response to community input that leaned toward reducing instances of vehicle-oriented uses and site design in favor of zoning that supports walkable urban environments and that permits a mix of housing and commercial uses. The UC zoning district is intended to acknowledge the legacy of highway-oriented development and commercial-only zoning prominent along N. College Ave. and S. School Ave. and bridge existing zoning districts (primarily the UT and DG zoning districts) by adding higher-density housing types as permitted uses and requiring approval of a Conditional Use Permit for many vehicle-oriented uses rather than excluding them entirely. One goal for the corridor is facilitating a transit-supportive minimum density of 10 dwelling units per acre. As a result, single and two-family dwellings require a Conditional Use Permit as those housing types are typically constructed at a lower density than a goal transit-supportive minimum density for the corridor of 10 dwelling units per acre.

A site design advantage to the proposed UC zoning district is that no minimum lot size or lot width is proposed, meaning lots would not have a zoning requirement to have street frontage, although street frontage may be required for utility connections depending on the lot, site, and utility configuration. The zoning district is not proposed to have a front setback, usually associated with large front parking lots and buildings set back from the street. Instead a 0'-30' front build-to zone is proposed, meaning future buildings would need to be located within the front 30' of the property where it abuts a public right-of-way. Siting buildings closer to the street creates shorter connections to building entrances for cyclists and pedestrians and creates a more urban streetscape when fully built out. Buildings would need to be built across a minimum of 50% of the lot frontage but could still utilize up to half of the frontage for vehicle circulation and site design elements. No side or rear setbacks are proposed unless the property is contiguous to a single-family residential zoning district, in which case the setback would be 15 feet. The building height

maximum is proposed to be 8 stories. The proposed UC zoning district is attached, as well as a detailed listing of permitted uses, uses that would require approval of a Conditional Use Permit, and uses that would not be permitted.

With the addition of a new zoning district comes amendments to other sections of the Unified Development Code (UDC). In this instance amendments are also needed to:

- Section 160.01 – Establishment of Zoning Districts to add UC to the list of zoning districts.
- Section 163.11 – Sexually Oriented Business to allow sexually oriented businesses in the UC zoning district as a conditional use.
- Section 164.25 – Tandem Lot Development to establish building setbacks of 5 feet from all property lines for tandem lots, the same as for the mixed use zoning districts listed in Section 164.25(B)(5)(e).
- Section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement for the UC zoning district in Section 167.04(C) Table 1. This is proposed to be 20%, similar to some of the higher-intensity residential zoning districts and lower intensity commercial districts, and in acknowledgement of public input favoring tree canopy and the large amount of existing wooded hillside and intact tree canopy area along portions of the corridor.
- Chapter 174 – Signs to establish sign regulations for the new zoning district:
    - 174.03(C) – Exemptions to add UC to the table of signs in the row permitted to be illuminated and 32" in area.
    - 174.10(A)(4), 174.10(B)(2)(f), 174.10(C)(3), and 174.10(D)(2) to add the UC zoning district to the list of commercial and mixed use zoning districts to define which sign regulations are applicable for the new district.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: August 26, 2024 ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: Castin

Second: Garlock

Vote: 6-2-0

BUDGET/STAFF IMPACT:
None

Attachments:

- Proposed Ordinance §161.36, Urban Corridor
- §160.01, Establishment of Zoning Districts, Strikethrough
- §163.11, Sexually Oriented Business, Strikethrough
- §164.25, Tandem Lot Development, Strikethrough
- §167.04, Tree Preservation and Protection During Development, Strikethrough
- §174.03, Exemptions, Strikethrough
- §174.10, On Site Freestanding Signs, Strikethrough
- §174.12, Wall Signs, Strikethrough

- §160.01, Establishment of Zoning Districts, Clean
- §163.11, Sexually Oriented Business, Clean
- §164.25, Tandem Lot Development, Clean
- §167.04, Tree Preservation and Protection During Development, Clean
- §174.03, Exemptions, Clean
- §174.10, On Site Freestanding Signs, Clean
- §174.12, Wall Signs, Clean

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
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 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.* None.

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8)Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

163.11 Sexually Oriented Business

(A) *Classification.* Sexually oriented businesses are classified as follows:

(1) Adult arcade;

(2) Adult bookstores and adult video stores;

(3) Adult cabarets;

(4) Adult motion picture theaters; and

(5) Adult theaters.

(B) *Conditional Use.* Sexually oriented businesses shall not be allowed in any zoning district except UC and C-2 where they may be allowed as conditional uses subject to the following:

(1) No sexually oriented business may be operated within 500 feet of:

(a) A church;

(b) A public or private elementary, secondary, or post-secondary school, pre-school or child care facility;

(c) A public park.

(2) No sexually oriented business may be operated:

(a) Within 200 feet of a boundary of a residential zone or any residential use;

(b) Within 400 feet of a residential zone or any residential use as measured by automobile travel distance from the exit of a sexually oriented business property to the property line or the residential zone or use;

(3) No sexually oriented business may be operated within 1,000 feet of another sexually oriented business or within 200 feet of any room, building, premises, place or establishment that sells or dispenses alcohol or beer.

(4) For the purpose of this subsection (1), measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as part of the premises where sexually oriented business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district or residential lot.

164.25 Tandem Lot Development

(A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.

(B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:

(1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.

(2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.

(3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).

(4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.

(5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:

(a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-.5, and RSF-1 zoning districts.

(b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.

(c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.

(d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.

(e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UC, UT, DC, MSC, DG, and NC zoning districts.

(f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.

(C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning

regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

(1) *Large Scale Developments.*

(2) *Large Site Improvement Plan.*

(3) *Small Site Improvement Plan.*

(4) *Preliminary Plat.*

(5) *Final Plat.*

(6) *Concurrent Plat.*

(7) *Planned Zoning Districts.*

(8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.

(9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.

(10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.

(11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.

(a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.

(b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

(B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

(1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.

(2) Whether the design incorporates the required tree preservation priorities.

(3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

(4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

(5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

(6) Whether the size or shape of the lot reduces the flexibility of the design.

(7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.

(8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.

(9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

(10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

(11) Construction requirements of on-site and off-site drainage.

(12) The effects of proposed on-site mitigation or off-site alternatives.

(13) The effect other chapters of the Unified Development Code, or city policies have on the development design.

(14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.

(15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note—**The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

(C) *Canopy Area.* In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

(1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.

(2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

(1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

(2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.

(3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*

(1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.

(2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.

(a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.

(b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.

(3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.

(4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.

(G) *Initial Review.*

(1) *Meeting with the Urban Forester*. It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.

(2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.

(H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).

(1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:

(a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;

(b) The property line boundaries of the site;

(c) Soils identified according to the Unified Soil Classification System;

(d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;

(e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.

(f) All existing utilities and utility easements;

(g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;

(h) Floodplains and floodways on the site;

(i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,

(j) Any other factors that may impact the design of the site.

(2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.

(3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.

(4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.

(5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.

(6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.

(7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.

(I) *Request for On-Site Mitigation.*

(1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.

(2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:

(a) The number of trees requested for removal;

(b) The percentage below the percent minimum canopy requirement they represent; and

(c) The species and number of trees to be planted based on the forestation requirements below.

(3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

(a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.

(b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.

(5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.

(7) *Placement of Trees*. The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.

(8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:

(a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).

(b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.

(ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.

(iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the

applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

(iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.

(9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*

(a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.

(b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.

(c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.

(d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.

(e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.

(f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.

(g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.

(i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.

(ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.

(iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

(1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.

(2) *Off-Site Preservation*. The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.

(3) *Off-Site Forestation.*

(a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.

(b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.

(4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account $250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund $425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.

(a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.

(b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.

(c) Money contributed under this section:

(i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;

(ii) Shall not revert to the general fund for ongoing operations.

(d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.

(e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.

(f) Refunds shall be paid to the applicant who made the original contribution.

(g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.

(h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.

(K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.

(1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.

(2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.

(3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.

(4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.

(L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*

(1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.

(2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.

(3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.03 Exemptions

Exemptions shall not be construed as relieving the owner of such signs from the responsibility of complying with certain applicable provisions of this chapter. The exemptions shall apply to the requirement for a sign permit. No sign permit shall be required for the erection of the following signs which are hereby authorized to be erected in compliance with the listed conditions:

(A) *Professional Name Plates.* Professional name plates erected flat on walls of building and not exceeding four (4) square feet of display surface area.

(B) *Building Construction Signs.* One (1) on-site building construction sign on each construction site in any zoning district, provided that maximum display surface area shall be 8 square feet or less in R zoning districts: 32 square feet or less in other zoning districts.

(C) *Real Estate Signs.* On a lot in any district, there may be erected one (1) on-site unanimated real estate sign while the lot is for sale. Provided further, such signs shall be limited to wall signs, freestanding signs or platform signs; and freestanding signs or platform signs shall be set back a minimum of 10 feet from the street. Real estate signs shall be removed within seventy-two (72) hours following the closing (sale) of the property on which it is located. The permitted illumination and maximum display surface area for a real estate sign shall be as follows:

District	Permitted Illumination	Area (Square Footage)
RA	Non-illuminated	32"
P-1, C, I, UC, UT, DC, MSC, CPZD	Illuminated	32"
All other districts	Non-illuminated	8"

(D) *Home Occupation Signs.* Home occupation signs erected flat against the wall and not exceeding 3 square feet.

(E) *Memorial Signs, Name Signs.* Memorial signs or tables, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.

(F) *Traffic Signs, Etc.* Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary, emergency or nonadvertising signs as may be approved by the City Council.

(G) *Posting Bills, Repainting Signs.* Posting of bills on signs, repainting of signs, or the changing of letters or numbers on signs designed for changeable lettering or numbering which were legally erected and maintained for such purposes.

(H) *Non-Commercial Signs.* Non-commercial signs are permitted to be placed on private property by the land owner or lawful tenant in any zoned district subject to the following conditions:

(1) *Districts Where Most Signs Are Not Permitted.* In districts where most signs are not permitted (primarily residential districts), one (1) non-commercial sign may be erected subject to the limitations stated in §174.03 (C) for real estate signs.

(2) D*istricts Where Signs Are Permitted.* In districts where signs are otherwise permitted, non-commercial signs may be placed over or substituted for the permitted commercial sign.

(3) *All Districts.* In addition to the non-commercial sign allowed above, sixty (60) days prior to any general, primary, runoff or special election, a property owner may display additional non-illuminated, temporary non-commercial signs of the same size allowed for real estate signs allowed in §174.03 (C). All such signs (not authorized for further display by an upcoming election such as a run-off) must be

removed by the property owner within three (3) days of the election which authorized the signs' installation.

(I) *Time and Temperature Displays.* Time and temperature displays without advertising matter, may change their illuminated time and temperature displays as often as reasonably necessary to provide accurate and convenient information to observers without being considered to be in violation of §174.08 B. Fluctuating Illumination.

(J) *Banners.* Public event, special sales event and non-commercial banners (not to exceed 3 feet by 30 feet) and large non-commercial signs (not to exceed 32 square feet) may be temporarily installed under the following terms and conditions:

(1) *Non-Commercial Banners and Large Signs.*

(a) *Residential Zones Including Neighborhood Conservation, Residential Office, Residential Agriculture and RPZD.* In addition to the non-commercial sign allowed in subsection (H), the owner of a residentially zoned parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election.

(b) *All Other Zones.* The owner of a parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election. If the parcel has more than 100 feet of frontage on a street, the owner may install one (1) large temporary non-commercial sign per hundred feet of frontage. No more than once a year, an owner may substitute and install a non-commercial banner for an allowed special sales event banner no more than two (2) weeks prior to (and to be removed within three (3) days following) the election.

(2) *Special Sales Event Banner.* In Commercial, Downtown Core, Downtown General, Main Street Central, and C-PZD zones, a commercial retail business may advertise a special sales event by installing a special sales event banner on its property at least 40 feet from the street right of way and no higher than 30 feet above street level for a total display time of no more than ten (10) days, no more than one (1) time a year.

(3) *Public Event Banners.* Nonprofit organizations and government entities may install public event banners under the following conditions:

(a) In order to notify or invite the public to attend a public festival or event sponsored by the nonprofit organization or government entity, this organization may install a public event banner (that may not contain advertising or commercial logos) on its property at least 20 feet from the street right of way or on the building's facade and no more than 30 feet above the street for a total display time of no more than fourteen (14) days six (6) times a year.

(b) In order to notify or invite the public to attend a public festival or event within the Downtown Master Plan area or the University of Arkansas campus sponsored by the nonprofit organization or government entity, that organization may pay the costs of the CITY to install one (1), two (2), or three (3) cross street public event banners (with no advertising or commercial logos) at one or more city authorized sites {intersections of Dickson and Block, and Dickson and Arkansas, and on Block between Dickson and Meadow} for no more than fourteen (14) days once a year. When more than one nonprofit organization or government entity would qualify and timely requests to pay for the installation of cross street banners during the same period, the number of cross street banners for each organization may be reduced to one (1) and/or the length of display may be shortened to one (1) week so that each qualified applicant is treated equally.

(K) *Signs Located in Buildings.* Any sign located within a building that is not visible to the public outside said building is exempt from all regulations in this chapter.

(L) *Signs on Windows.* Signs painted, affixed to or clearly visible through windows and doors are exempt from the permit requirement. However, such signs are considered wall signs and must conform to all requirements and limitations for wall signs pursuant to §174.12, Wall signs.

(M) *Directional Identification and Informational Signs.* Directional, identification, and informational signs; provided such signs shall be limited to wall and freestanding signs with a maximum of 4 square feet of display surface area. Notwithstanding the restrictions on the location and number of freestanding signs prescribed by §174.10, one (1) freestanding sign not exceeding 4 square feet in display surface area shall be permitted at each entrance or exit on a lot or parcel to identify such entrance or exit and to encourage the use of motor vehicle seatbelts, subject to the following restrictions.

(1) *Traffic Hazard.* No such sign shall be erected which would create a traffic hazard.

(2) *Seat Belt Sign.* Any words or symbols encouraging the use of seatbelts shall face the interior of the lot or parcel on which the sign is located and shall not face the street.

(3) *Advertising.* No advertising or commercial logos may be incorporated into the sign.

(N) *Collection Boxes.* Collection boxes for charitable or nonprofit organizations containing no commercial advertising and located on private property in any commercial or industrial zoning districts.

(O) *Subdivision Signs.* In any district, one temporary subdivision identification sign indirectly illuminated, not to exceed 50 square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six (6) months within 50 feet of a dwelling in a R district occupied as a dwelling.

(P) *Freestanding Bulletin Board.* A church or other religious institution and a school serving primary and/or secondary education Fayetteville students may install one (1) freestanding bulletin board (not an electronic message board) on its campus to communicate non-commercial information and events at such church or school. The bulletin board may be 10 square feet and must be set back a minimum of 15 feet from the street right-of-way. The school or church may enlarge the bulletin board up to maximum of 24 square feet by moving it back from street right-of-way 1 additional foot for each 2 square feet of display surface area in excess of the normal 10 square feet allowed. This bulletin board sign shall be in addition to any other signs authorized in this chapter.

(Q) *Fuel Price Informational Signs.* In any district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to the following conditions:

(1) *Price.* Only one (1) fuel price informational sign shall be permitted per fuel pump.

(2) *Size.* Fuel price informational signs shall be limited in size to an area of 216 square inches.

(3) *Stationary.* Each fuel price informational sign shall be affixed directly and firmly to a fuel pump and shall be stationary.

(4) *Other Locations.* Nothing herein shall be construed as to prohibit the advertisement of fuel prices on any other sign meeting the requirements of this chapter.

(5) *Sign Faces.* Only one (1) two (2) faced, or two (2) one (1) faced, self-service/full service signs not exceeding four (4) square feet in display surface area shall be permitted at each pump island.

(R) *Fences and Scoreboards in City Parks.* Signs may be permitted on baseball/softball fences and scoreboards in city parks as provided for in §97.088(B).

(S) *Pedicabs.* Pedicabs not operating on city trails may be allowed one advertising sign placed upon the rear of the pedicab and extending no higher than the stock body of the pedicab. The sign shall not be illuminated and shall not exceed 6 square feet (2 feet &times 3 feet). Prior to displaying this sign publicly, such sign as attached to the pedicab must be presented to the Zoning and Development Administrator for permitting and, if the sign is in full compliance with this subsection, approval.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District*.

(a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.

(c) *Illumination.* Sign may be illuminated by indirect illumination only.

(d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RT Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RT Districts of the City.

(3) *RMF, R-O, NC, and NS Districts.*

(a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;

(c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.

(d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.

(e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.

(b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.

(1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.

(2) *Display Surface Area*.

(a) *RSF and RT Districts.* Prohibited on individual lots.

(b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.

(c) *NS and RMF Districts.* The display surface area shall not exceed 16 square feet.

(d) *R-A District.* The display surface area shall not exceed 32 square feet.

(e) *R-O Districts.* The display surface area shall not exceed 50 square feet.

(f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.

(3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.

(4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.

(C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:

Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

(1) *R-A, RSF, RT, RMF, P, NC, and NS Districts.* Prohibited.

(2) *R-O District.* Monument joint identification sign permitted only.

(a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.

(b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.

(d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.

(3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*

(a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:

(i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*

a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.

b *Height.* The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.

(ii) *Multi-Tenant Building Containing More Than 37,500 Square Feet:*

a. *Display Surface Area.* Display surface area shall not exceed 75 square feet; provided the display surface area of a joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

b. *Height and Setback from Right-of-Way.* The maximum height of the sign shall be 6 feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.

c. *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(b) *Pole.* The following regulations apply to pole-mounted joint identification signs:

(i) *Display Surface Area and setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

a. *Exception.* Display surface area shall not exceed 75 square feet, provided the display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

(ii) *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.

(D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.

(1) *R-A, RSF, RT, RMF, NC, NS, and R-O Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.

(2) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.

(E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:

(1) *RSF, RT, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:

(a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.

(c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.

(d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(e) *Height*.The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.

(f) *Ilumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

(A) *NC, RSF and RT Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.

(3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.

(4) *Exceptions:*

(a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.

(B) *RMF Districts.*

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.

(C) *R-A, R-O, and NS Districts.*

(1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.

(D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(1) *Number of Signs*.

(a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.

(b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.*

(a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.

(b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.

(E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8)Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

163.11 Sexually Oriented Business

(A) *Classification.* Sexually oriented businesses are classified as follows:

(1) Adult arcade;

(2) Adult bookstores and adult video stores;

(3) Adult cabarets;

(4) Adult motion picture theaters; and

(5) Adult theaters.

(B) *Conditional Use.* Sexually oriented businesses shall not be allowed in any zoning district except UC and C-2 where they may be allowed as conditional uses subject to the following:

(1) No sexually oriented business may be operated within 500 feet of:

(a) A church;

(b) A public or private elementary, secondary, or post-secondary school, pre-school or child care facility;

(c) A public park.

(2) No sexually oriented business may be operated:

(a) Within 200 feet of a boundary of a residential zone or any residential use;

(b) Within 400 feet of a residential zone or any residential use as measured by automobile travel distance from the exit of a sexually oriented business property to the property line or the residential zone or use;

(3) No sexually oriented business may be operated within 1,000 feet of another sexually oriented business or within 200 feet of any room, building, premises, place or establishment that sells or dispenses alcohol or beer.

(4) For the purpose of this subsection (1), measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as part of the premises where sexually oriented business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district or residential lot.

164.25 Tandem Lot Development

(A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.

(B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:

(1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.

(2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.

(3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).

(4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.

(5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:

(a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-.5, and RSF-1 zoning districts.

(b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.

(c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.

(d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.

(e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UC, UT, DC, MSC, DG, and NC zoning districts.

(f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.

(C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning

regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

(1) *Large Scale Developments.*

(2) *Large Site Improvement Plan.*

(3) *Small Site Improvement Plan.*

(4) *Preliminary Plat.*

(5) *Final Plat.*

(6) *Concurrent Plat.*

(7) *Planned Zoning Districts.*

(8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.

(9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.

(10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.

(11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.

(a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.

(b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

(B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

(1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.

(2) Whether the design incorporates the required tree preservation priorities.

(3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

(4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

(5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

(6) Whether the size or shape of the lot reduces the flexibility of the design.

(7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.

(8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.

(9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

(10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

(11) Construction requirements of on-site and off-site drainage.

(12) The effects of proposed on-site mitigation or off-site alternatives.

(13) The effect other chapters of the Unified Development Code, or city policies have on the development design.

(14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.

(15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note—**The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

(C) *Canopy Area.* In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

(1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.

(2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

(1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

(2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.

(3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*

(1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.

(2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.

(a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.

(b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.

(3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.

(4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.

(G) *Initial Review.*

(1) *Meeting with the Urban Forester*. It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.

(2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.

(H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).

(1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:

(a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;

(b) The property line boundaries of the site;

(c) Soils identified according to the Unified Soil Classification System;

(d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;

(e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.

(f) All existing utilities and utility easements;

(g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;

(h) Floodplains and floodways on the site;

(i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,

(j) Any other factors that may impact the design of the site.

(2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.

(3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.

(4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.

(5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.

(6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.

(7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.

(I) *Request for On-Site Mitigation.*

(1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.

(2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:

(a) The number of trees requested for removal;

(b) The percentage below the percent minimum canopy requirement they represent; and

(c) The species and number of trees to be planted based on the forestation requirements below.

(3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

(a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.

(b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.

(5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

(6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.

(7) *Placement of Trees*. The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.

(8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:

(a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).

(b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.

(ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.

(iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the

applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

(iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.

(9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*

(a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.

(b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.

(c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.

(d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.

(e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.

(f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.

(g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.

(i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.

(ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.

(iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

(1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.

(2) *Off-Site Preservation*. The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.

(3) *Off-Site Forestation.*

(a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.

(b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.

(4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account $250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund $425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.

(a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.

(b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.

(c) Money contributed under this section:

(i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;

(ii) Shall not revert to the general fund for ongoing operations.

(d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.

(e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.

(f) Refunds shall be paid to the applicant who made the original contribution.

(g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.

(h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.

(K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.

(1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.

(2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.

(3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.

(4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.

(L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*

(1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.

(2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.

(3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.03 Exemptions

Exemptions shall not be construed as relieving the owner of such signs from the responsibility of complying with certain applicable provisions of this chapter. The exemptions shall apply to the requirement for a sign permit. No sign permit shall be required for the erection of the following signs which are hereby authorized to be erected in compliance with the listed conditions:

(A) *Professional Name Plates.* Professional name plates erected flat on walls of building and not exceeding four (4) square feet of display surface area.

(B) *Building Construction Signs.* One (1) on-site building construction sign on each construction site in any zoning district, provided that maximum display surface area shall be 8 square feet or less in R zoning districts: 32 square feet or less in other zoning districts.

(C) *Real Estate Signs.* On a lot in any district, there may be erected one (1) on-site unanimated real estate sign while the lot is for sale. Provided further, such signs shall be limited to wall signs, freestanding signs or platform signs; and freestanding signs or platform signs shall be set back a minimum of 10 feet from the street. Real estate signs shall be removed within seventy-two (72) hours following the closing (sale) of the property on which it is located. The permitted illumination and maximum display surface area for a real estate sign shall be as follows:

District	Permitted Illumination	Area (Square Footage)
RA	Non-illuminated	32"
P-1, C, I, UC, UT, DC, MSC, CPZD	Illuminated	32"
All other districts	Non-illuminated	8"

(D) *Home Occupation Signs.* Home occupation signs erected flat against the wall and not exceeding 3 square feet.

(E) *Memorial Signs, Name Signs.* Memorial signs or tables, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.

(F) *Traffic Signs, Etc.* Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary, emergency or nonadvertising signs as may be approved by the City Council.

(G) *Posting Bills, Repainting Signs.* Posting of bills on signs, repainting of signs, or the changing of letters or numbers on signs designed for changeable lettering or numbering which were legally erected and maintained for such purposes.

(H) *Non-Commercial Signs.* Non-commercial signs are permitted to be placed on private property by the land owner or lawful tenant in any zoned district subject to the following conditions:

(1) *Districts Where Most Signs Are Not Permitted.* In districts where most signs are not permitted (primarily residential districts), one (1) non-commercial sign may be erected subject to the limitations stated in §174.03 (C) for real estate signs.

(2) D*istricts Where Signs Are Permitted.* In districts where signs are otherwise permitted, non-commercial signs may be placed over or substituted for the permitted commercial sign.

(3) *All Districts.* In addition to the non-commercial sign allowed above, sixty (60) days prior to any general, primary, runoff or special election, a property owner may display additional non-illuminated, temporary non-commercial signs of the same size allowed for real estate signs allowed in §174.03 (C). All such signs (not authorized for further display by an upcoming election such as a run-off) must be

removed by the property owner within three (3) days of the election which authorized the signs' installation.

(I) *Time and Temperature Displays.* Time and temperature displays without advertising matter, may change their illuminated time and temperature displays as often as reasonably necessary to provide accurate and convenient information to observers without being considered to be in violation of §174.08 B. Fluctuating Illumination.

(J) *Banners.* Public event, special sales event and non-commercial banners (not to exceed 3 feet by 30 feet) and large non-commercial signs (not to exceed 32 square feet) may be temporarily installed under the following terms and conditions:

(1) *Non-Commercial Banners and Large Signs.*

(a) *Residential Zones Including Neighborhood Conservation, Residential Office, Residential Agriculture and RPZD.* In addition to the non-commercial sign allowed in subsection (H), the owner of a residentially zoned parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election.

(b) *All Other Zones.* The owner of a parcel may install one (1) large temporary non-commercial sign of up to 32 square feet no more than sixty (60) days prior to (and to be removed within three (3) days following) an election. If the parcel has more than 100 feet of frontage on a street, the owner may install one (1) large temporary non-commercial sign per hundred feet of frontage. No more than once a year, an owner may substitute and install a non-commercial banner for an allowed special sales event banner no more than two (2) weeks prior to (and to be removed within three (3) days following) the election.

(2) *Special Sales Event Banner.* In Commercial, Downtown Core, Downtown General, Main Street Central, and C-PZD zones, a commercial retail business may advertise a special sales event by installing a special sales event banner on its property at least 40 feet from the street right of way and no higher than 30 feet above street level for a total display time of no more than ten (10) days, no more than one (1) time a year.

(3) *Public Event Banners.* Nonprofit organizations and government entities may install public event banners under the following conditions:

(a) In order to notify or invite the public to attend a public festival or event sponsored by the nonprofit organization or government entity, this organization may install a public event banner (that may not contain advertising or commercial logos) on its property at least 20 feet from the street right of way or on the building's facade and no more than 30 feet above the street for a total display time of no more than fourteen (14) days six (6) times a year.

(b) In order to notify or invite the public to attend a public festival or event within the Downtown Master Plan area or the University of Arkansas campus sponsored by the nonprofit organization or government entity, that organization may pay the costs of the CITY to install one (1), two (2), or three (3) cross street public event banners (with no advertising or commercial logos) at one or more city authorized sites {intersections of Dickson and Block, and Dickson and Arkansas, and on Block between Dickson and Meadow} for no more than fourteen (14) days once a year. When more than one nonprofit organization or government entity would qualify and timely requests to pay for the installation of cross street banners during the same period, the number of cross street banners for each organization may be reduced to one (1) and/or the length of display may be shortened to one (1) week so that each qualified applicant is treated equally.

(K) *Signs Located in Buildings.* Any sign located within a building that is not visible to the public outside said building is exempt from all regulations in this chapter.

(L) *Signs on Windows.* Signs painted, affixed to or clearly visible through windows and doors are exempt from the permit requirement. However, such signs are considered wall signs and must conform to all requirements and limitations for wall signs pursuant to §174.12, Wall signs.

(M) *Directional Identification and Informational Signs.* Directional, identification, and informational signs; provided such signs shall be limited to wall and freestanding signs with a maximum of 4 square feet of display surface area. Notwithstanding the restrictions on the location and number of freestanding signs prescribed by §174.10, one (1) freestanding sign not exceeding 4 square feet in display surface area shall be permitted at each entrance or exit on a lot or parcel to identify such entrance or exit and to encourage the use of motor vehicle seatbelts, subject to the following restrictions.

(1) *Traffic Hazard.* No such sign shall be erected which would create a traffic hazard.

(2) *Seat Belt Sign.* Any words or symbols encouraging the use of seatbelts shall face the interior of the lot or parcel on which the sign is located and shall not face the street.

(3) *Advertising.* No advertising or commercial logos may be incorporated into the sign.

(N) *Collection Boxes.* Collection boxes for charitable or nonprofit organizations containing no commercial advertising and located on private property in any commercial or industrial zoning districts.

(O) *Subdivision Signs.* In any district, one temporary subdivision identification sign indirectly illuminated, not to exceed 50 square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six (6) months within 50 feet of a dwelling in a R district occupied as a dwelling.

(P) *Freestanding Bulletin Board.* A church or other religious institution and a school serving primary and/or secondary education Fayetteville students may install one (1) freestanding bulletin board (not an electronic message board) on its campus to communicate non-commercial information and events at such church or school. The bulletin board may be 10 square feet and must be set back a minimum of 15 feet from the street right-of-way. The school or church may enlarge the bulletin board up to maximum of 24 square feet by moving it back from street right-of-way 1 additional foot for each 2 square feet of display surface area in excess of the normal 10 square feet allowed. This bulletin board sign shall be in addition to any other signs authorized in this chapter.

(Q) *Fuel Price Informational Signs.* In any district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to the following conditions:

(1) *Price.* Only one (1) fuel price informational sign shall be permitted per fuel pump.

(2) *Size.* Fuel price informational signs shall be limited in size to an area of 216 square inches.

(3) *Stationary.* Each fuel price informational sign shall be affixed directly and firmly to a fuel pump and shall be stationary.

(4) *Other Locations.* Nothing herein shall be construed as to prohibit the advertisement of fuel prices on any other sign meeting the requirements of this chapter.

(5) *Sign Faces.* Only one (1) two (2) faced, or two (2) one (1) faced, self-service/full service signs not exceeding four (4) square feet in display surface area shall be permitted at each pump island.

(R) *Fences and Scoreboards in City Parks.* Signs may be permitted on baseball/softball fences and scoreboards in city parks as provided for in §97.088(B).

(S) *Pedicabs.* Pedicabs not operating on city trails may be allowed one advertising sign placed upon the rear of the pedicab and extending no higher than the stock body of the pedicab. The sign shall not be illuminated and shall not exceed 6 square feet (2 feet &times 3 feet). Prior to displaying this sign publicly, such sign as attached to the pedicab must be presented to the Zoning and Development Administrator for permitting and, if the sign is in full compliance with this subsection, approval.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District*.

(a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.

(c) *Illumination.* Sign may be illuminated by indirect illumination only.

(d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RT Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RT Districts of the City.

(3) *RMF, R-O, NC, and NS Districts.*

(a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;

(c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.

(d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.

(e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.

(f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.

(b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.

(1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.

(2) *Display Surface Area*.

(a) *RSF and RT Districts.* Prohibited on individual lots.

(b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.

(c) *NS and RMF Districts.* The display surface area shall not exceed 16 square feet.

(d) *R-A District.* The display surface area shall not exceed 32 square feet.

(e) *R-O Districts.* The display surface area shall not exceed 50 square feet.

(f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.

(3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.

(4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.

(C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:

Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

(1) *R-A, RSF, RT, RMF, P, NC, and NS Districts.* Prohibited.

(2) *R-O District.* Monument joint identification sign permitted only.

(a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.

(b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.

(c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.

(d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.

(3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*

(a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:

(i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*

a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.

b *Height.* The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.

(ii) *Multi-Tenant Building Containing More Than 37,500 Square Feet:*

a. *Display Surface Area.* Display surface area shall not exceed 75 square feet; provided the display surface area of a joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

b. *Height and Setback from Right-of-Way.* The maximum height of the sign shall be 6 feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.

c. *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(b) *Pole.* The following regulations apply to pole-mounted joint identification signs:

(i) *Display Surface Area and setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

a. *Exception.* Display surface area shall not exceed 75 square feet, provided the display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.

(ii) *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.

(iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.

(D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.

(1) *R-A, RSF, RT, RMF, NC, NS, and R-O Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.

(2) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts*.

(a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

(b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.

(E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:

(1) *RSF, RT, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:

(a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.

(b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.

(c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.

(d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.

(e) *Height*.The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.

(f) *Ilumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

(A) *NC, RSF and RT Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.

(3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.

(4) *Exceptions:*

(a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.

(B) *RMF Districts.*

(1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.

(C) *R-A, R-O, and NS Districts.*

(1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.

(D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

(1) *Number of Signs*.

(a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.

(b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.

(2) *Display Surface Area.*

(a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.

(b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.

(E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.

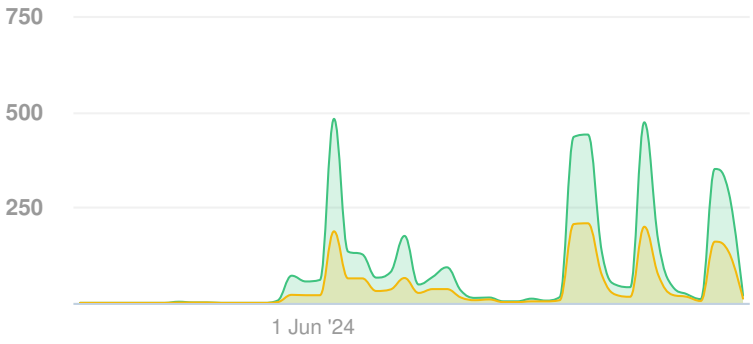
Project Report

01 May 2024 - 30 June 2024

Speak Up Fayetteville

71B Rezoning Project

Visitors Summary



Highlights

TOTAL VISITS
1.9 k

MAX VISITORS PER DAY
208

NEW REGISTRATIONS
0

ENGAGED VISITORS
799

INFORMED VISITORS
1.2 k

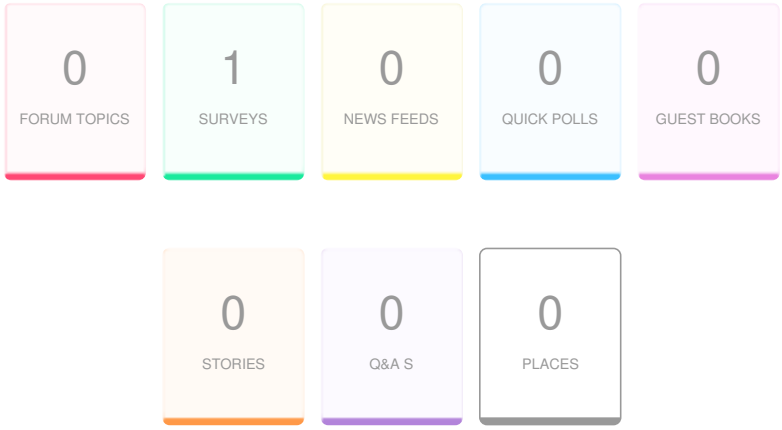
AWARE VISITORS
1.7 k

Aware Participants	1,673
Aware Actions Performed	**Participants**
Visited a Project or Tool Page	1,673

Informed Participants	1,158
Informed Actions Performed	**Participants**
Viewed a video	0
Viewed a photo	0
Downloaded a document	127
Visited the Key Dates page	0
Visited an FAQ list Page	0
Visited Instagram Page	0
Visited Multiple Project Pages	372
Contributed to a tool (engaged)	799

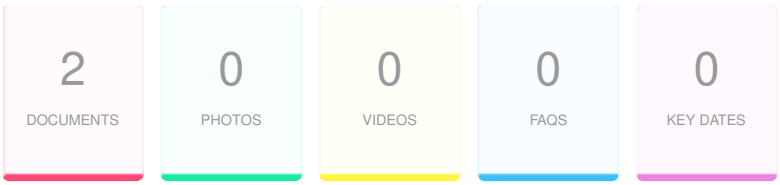
Engaged Participants	799		
Engaged Actions Performed	**Registered**	**Unverified**	**Anonymous**
Contributed on Forums	0	0	0
Participated in Surveys	0	0	799
Contributed to Newsfeeds	0	0	0
Participated in Quick Polls	0	0	0
Posted on Guestbooks	0	0	0
Contributed to Stories	0	0	0
Asked Questions	0	0	0
Placed Pins on Places	0	0	0
Contributed to Ideas	0	0	0

ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Survey Tool	71B Rezoning Project - Public Input Opportunity	Published	1232	0	0	799

INFORMATION WIDGET SUMMARY



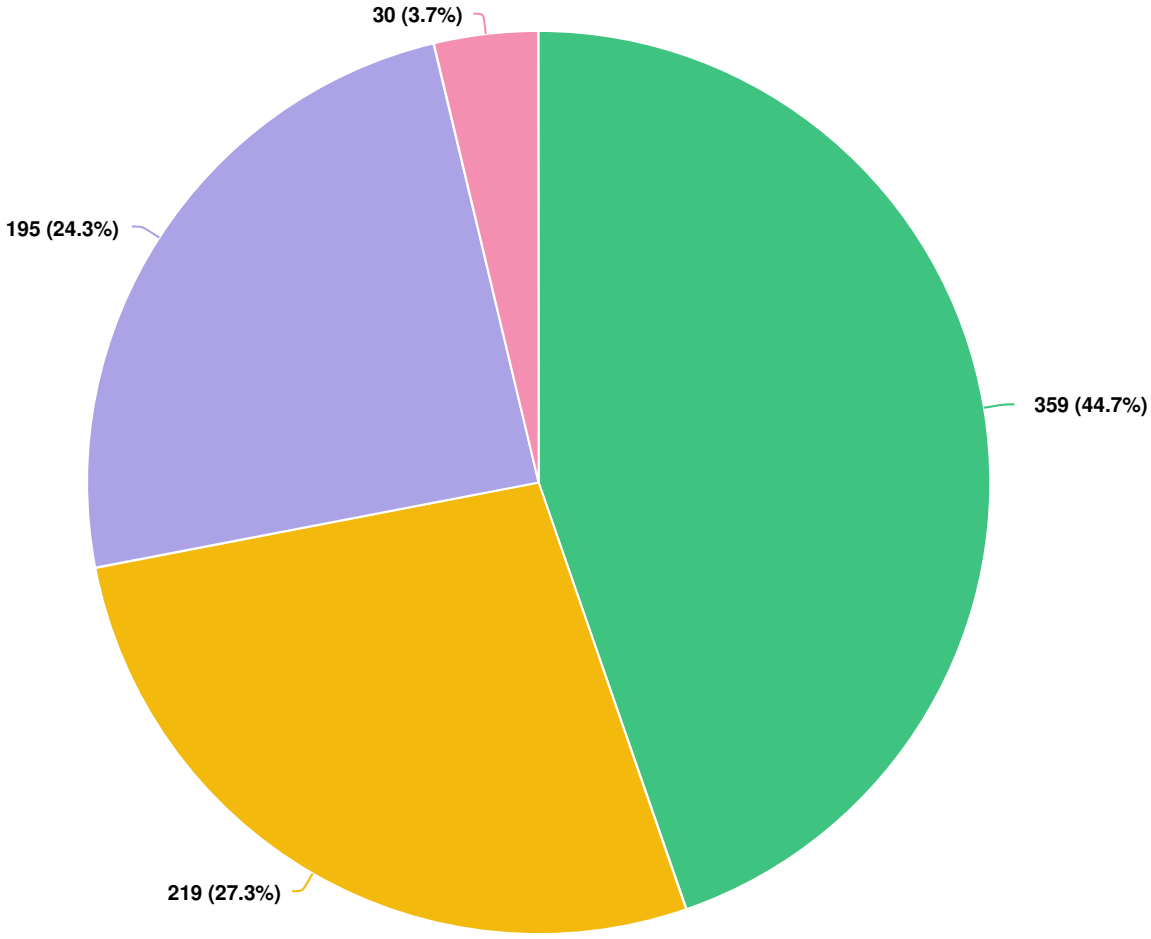
Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Document	N. College Ave. Project Study Area Map	104	111
Document	S. School Ave. Project Study Area Map	55	65

ENGAGEMENT TOOL: SURVEY TOOL

71B Rezoning Project - Public Input Opportunity

Visitors 1232	Contributors 799	CONTRIBUTIONS 805

How often do you travel on 71B?



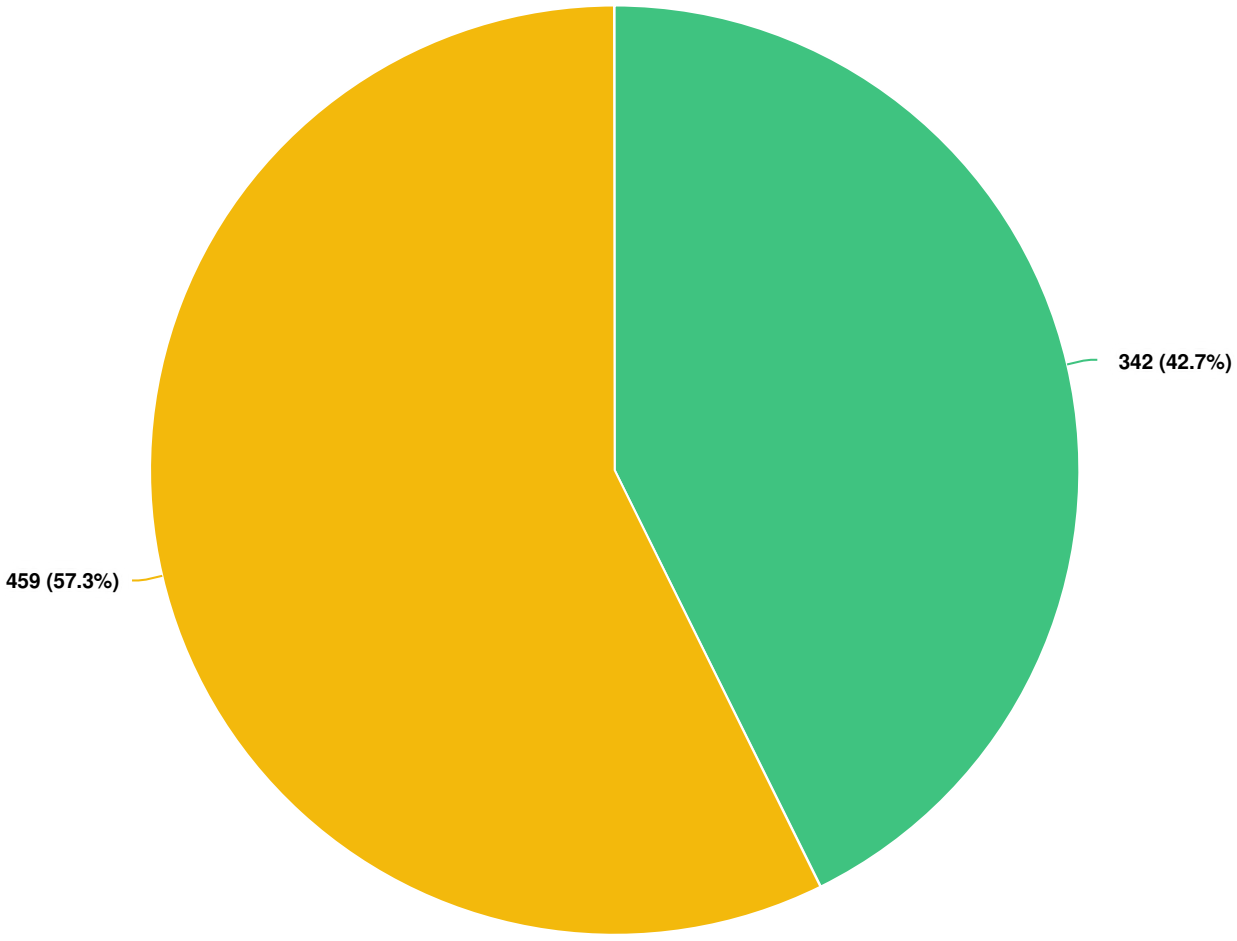
Question options

Multiple times per day
At least once per day
Weekly
A few times per month

Optional question (803 response(s), 2 skipped)

Question type: Radio Button Question

Do you use College Ave. as a thoroughfare to get to another destination or do you have destinations on College?



Question options

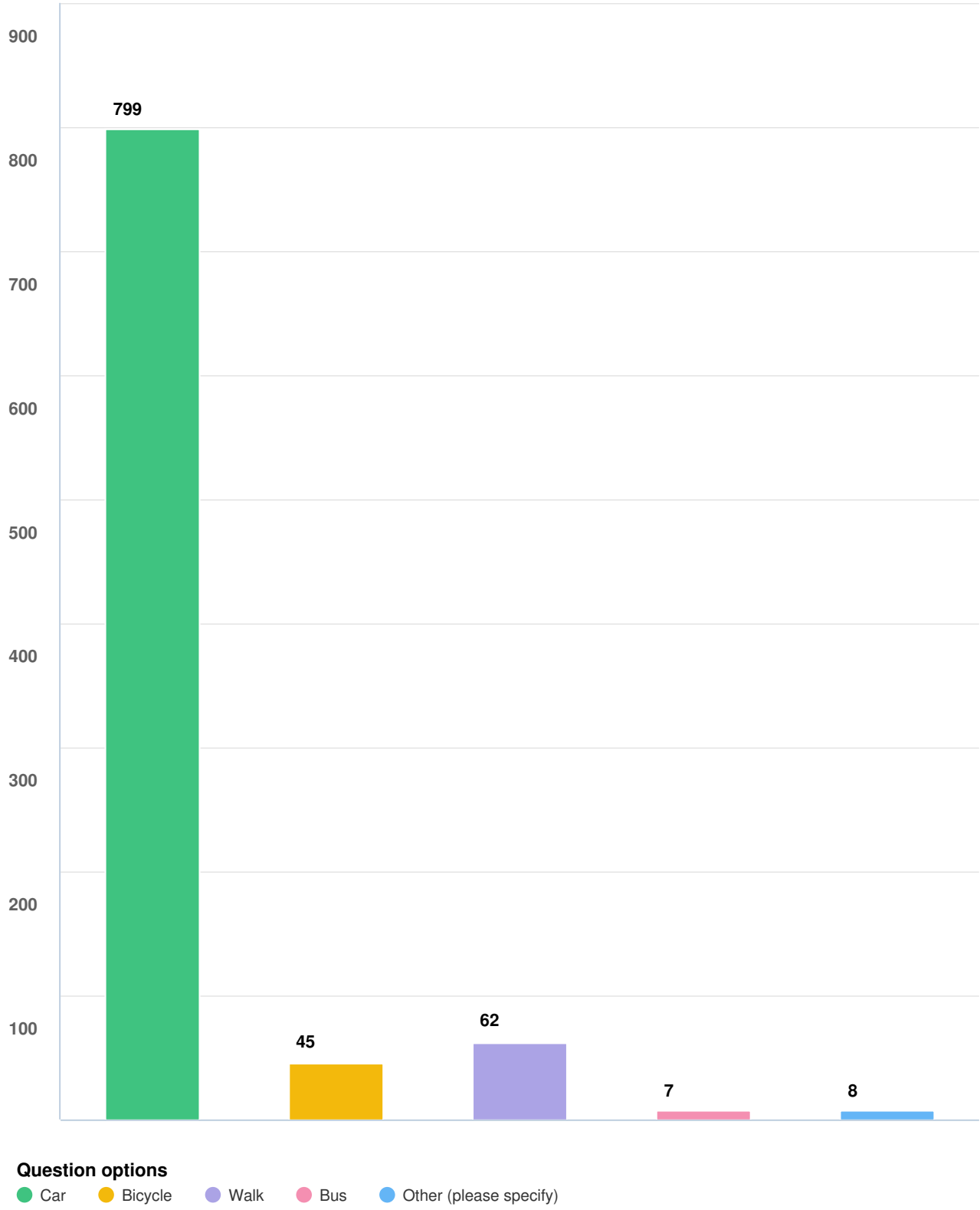
As a thoroughfare to get to another destination

I have destinations on College Ave

Optional question (801 response(s), 4 skipped)

Question type: Radio Button Question

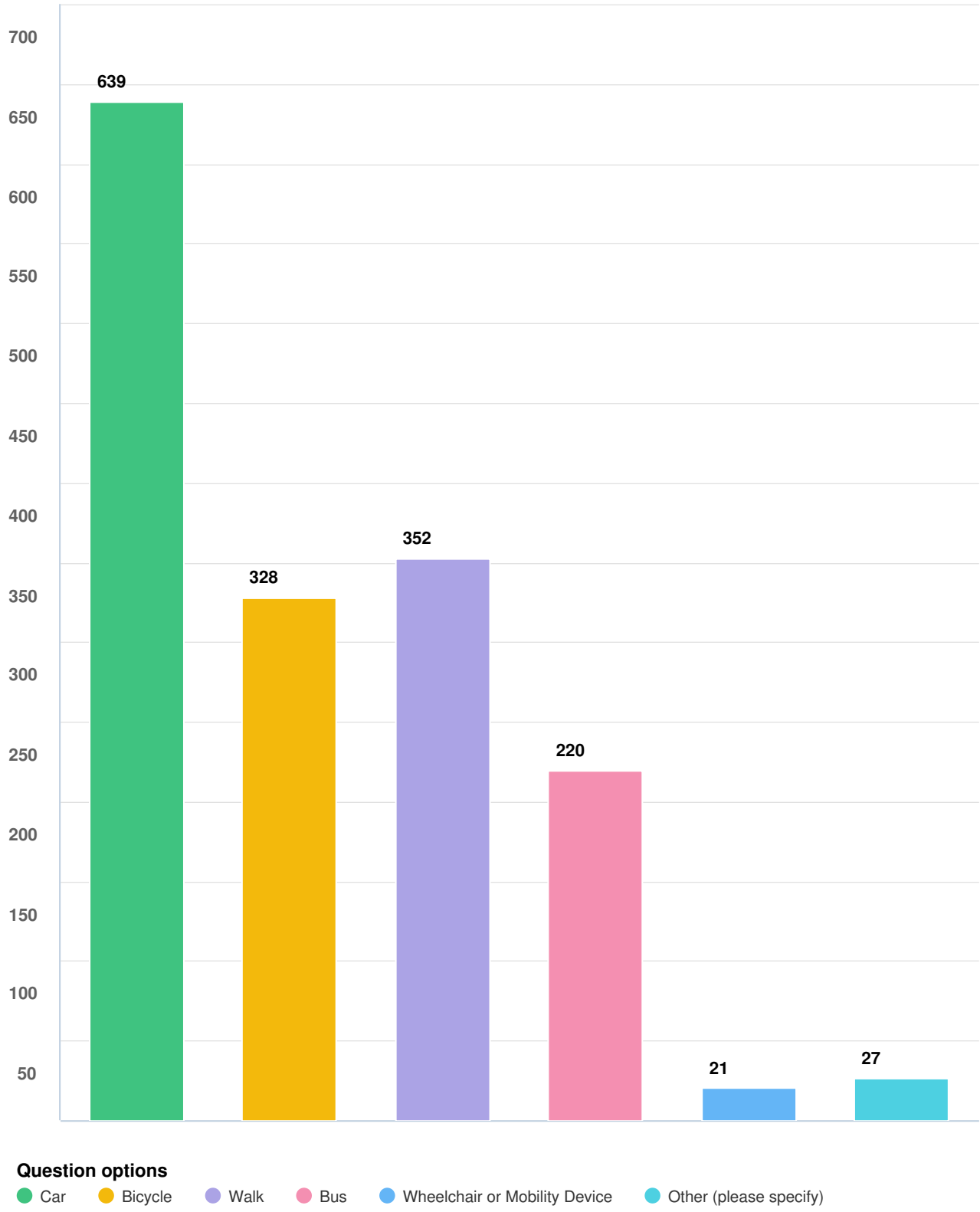
What types of travel do you currently use on N. College Ave.? (Check all that apply)



Optional question (803 response(s), 2 skipped)

Question type: Checkbox Question

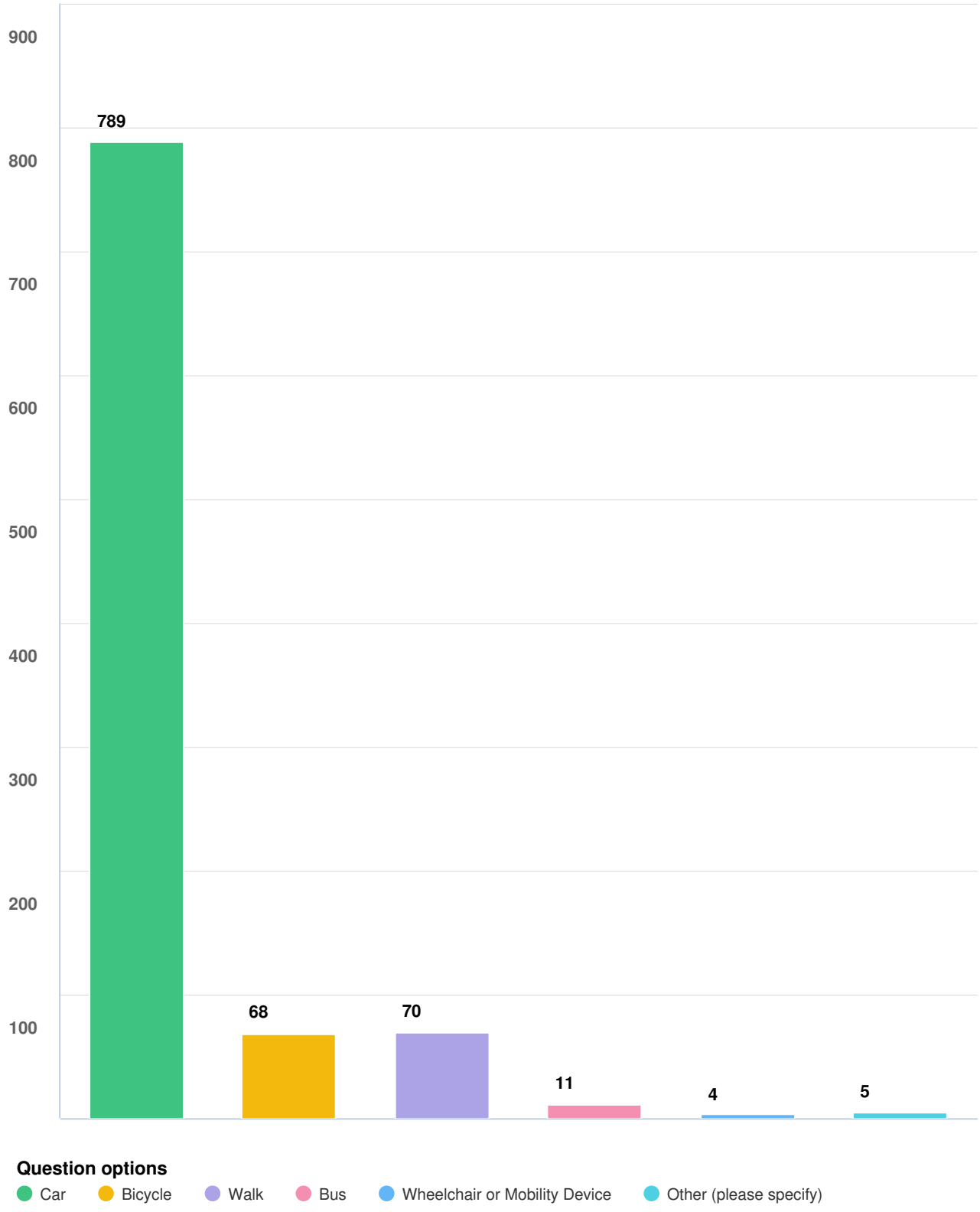
What types of travel would you prefer to use on N. College Ave.? (Check all that apply)



Optional question (799 response(s), 6 skipped)

Question type: Checkbox Question

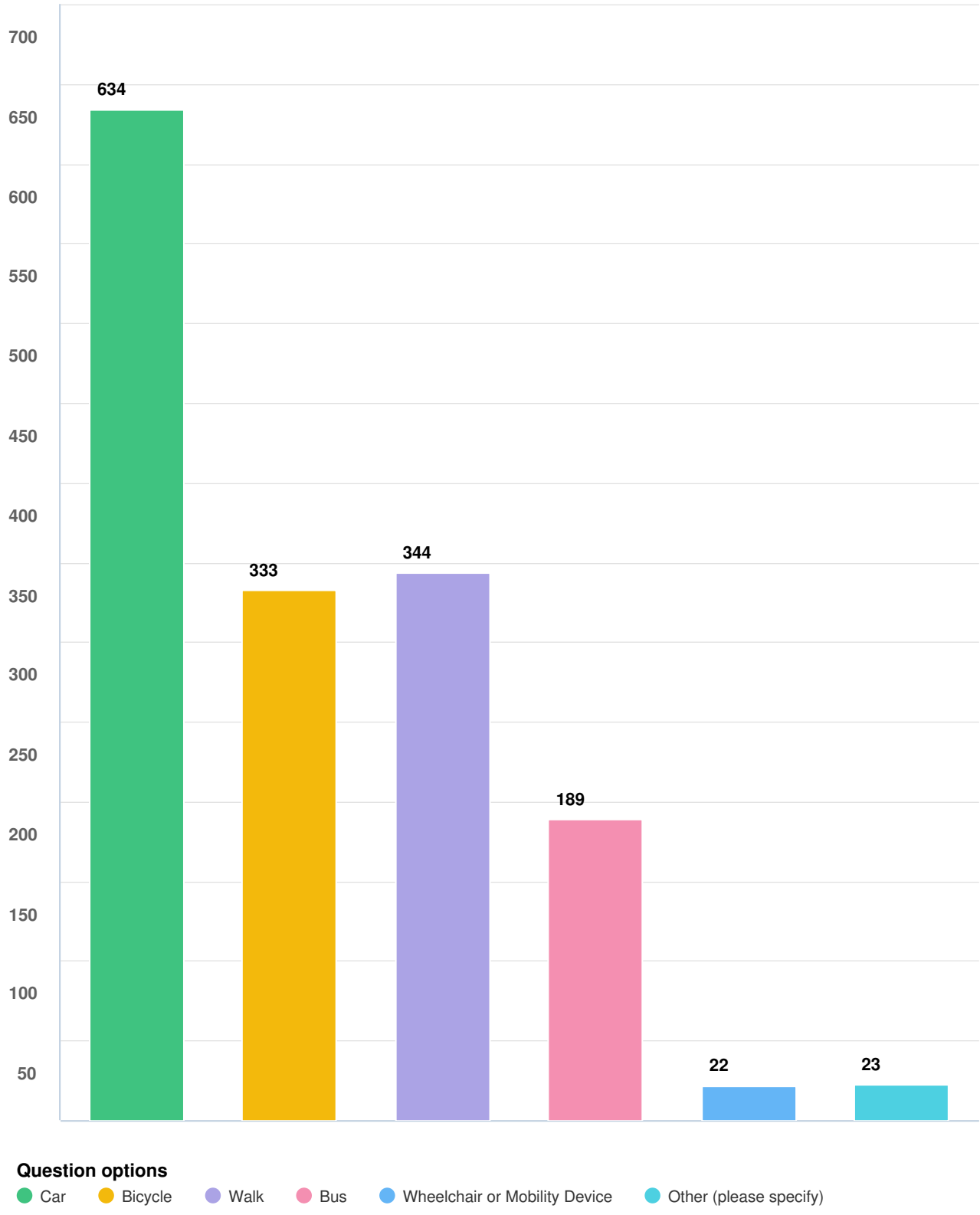
What types of travel do you currently use on S. School Ave.? (Check all that apply)



Optional question (795 response(s), 10 skipped)

Question type: Checkbox Question

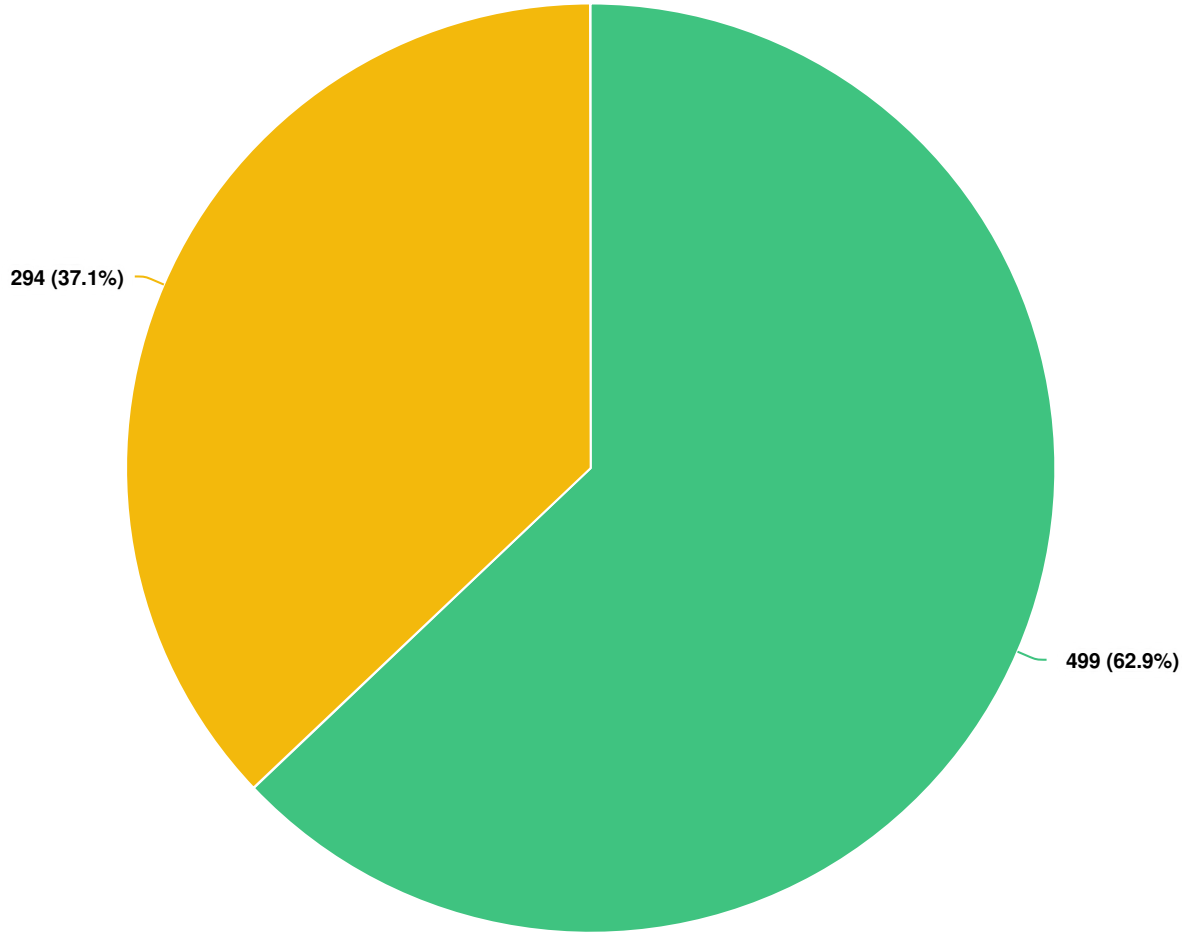
What types of travel would you prefer to use on S. School Ave.? (Check all that apply)



Optional question (790 response(s), 15 skipped)

Question type: Checkbox Question

Would you like to see more housing opportunities along the 71B Corridor?



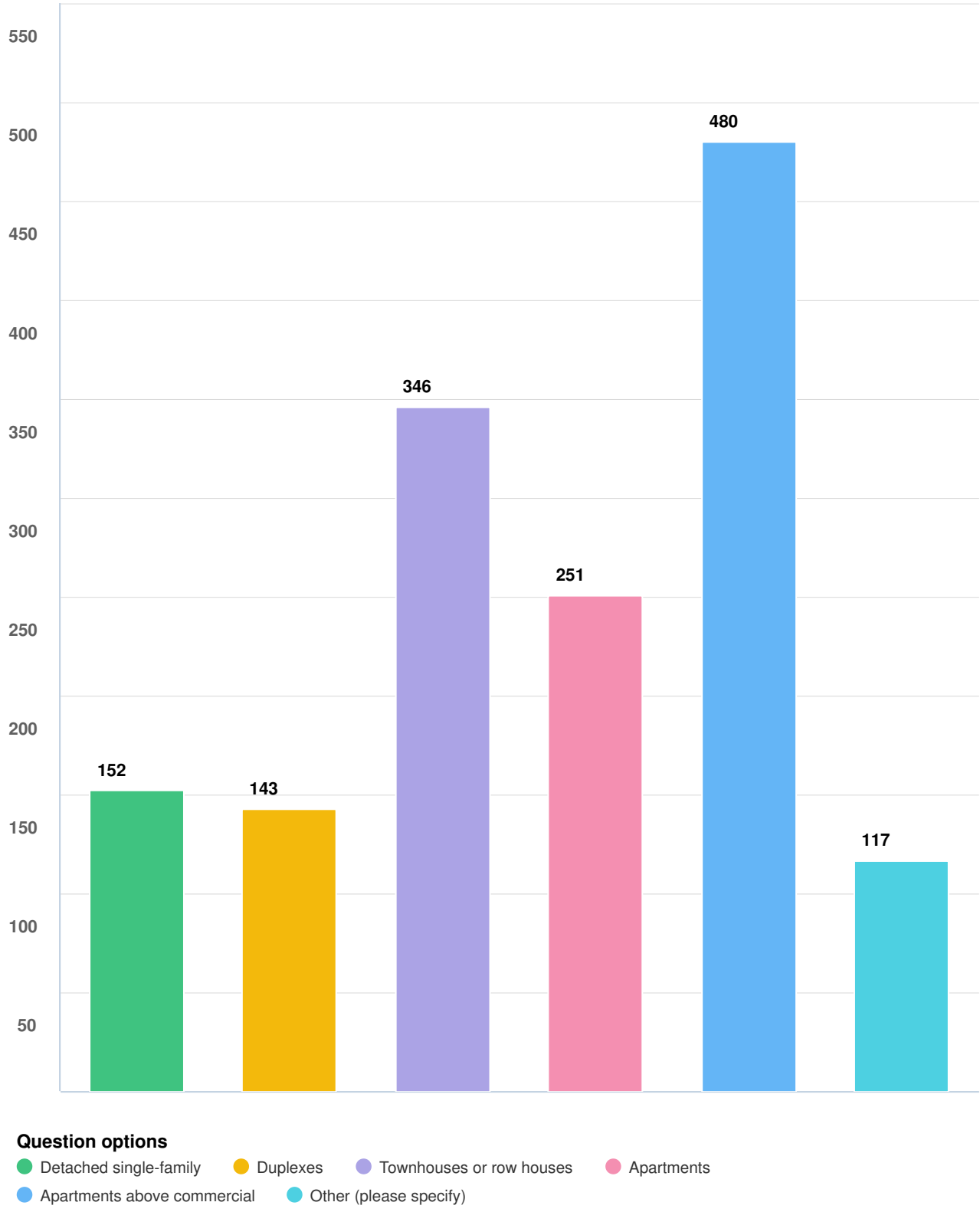
Question options

Yes No

Optional question (793 response(s), 12 skipped)

Question type: Radio Button Question

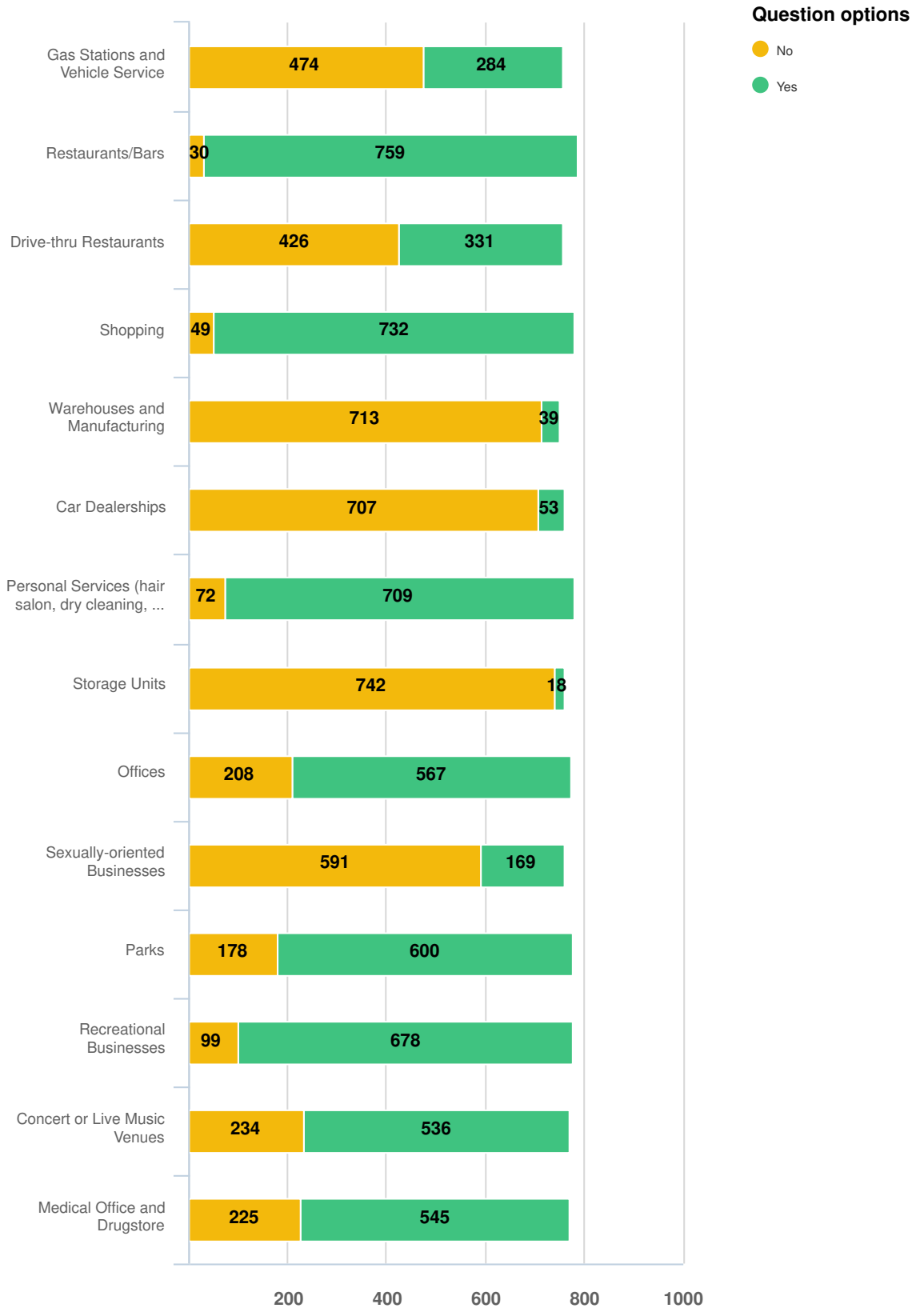
What types of housing would you like to see on N. College Ave.? (Check all that apply)



Optional question (680 response(s), 125 skipped)

Question type: Checkbox Question

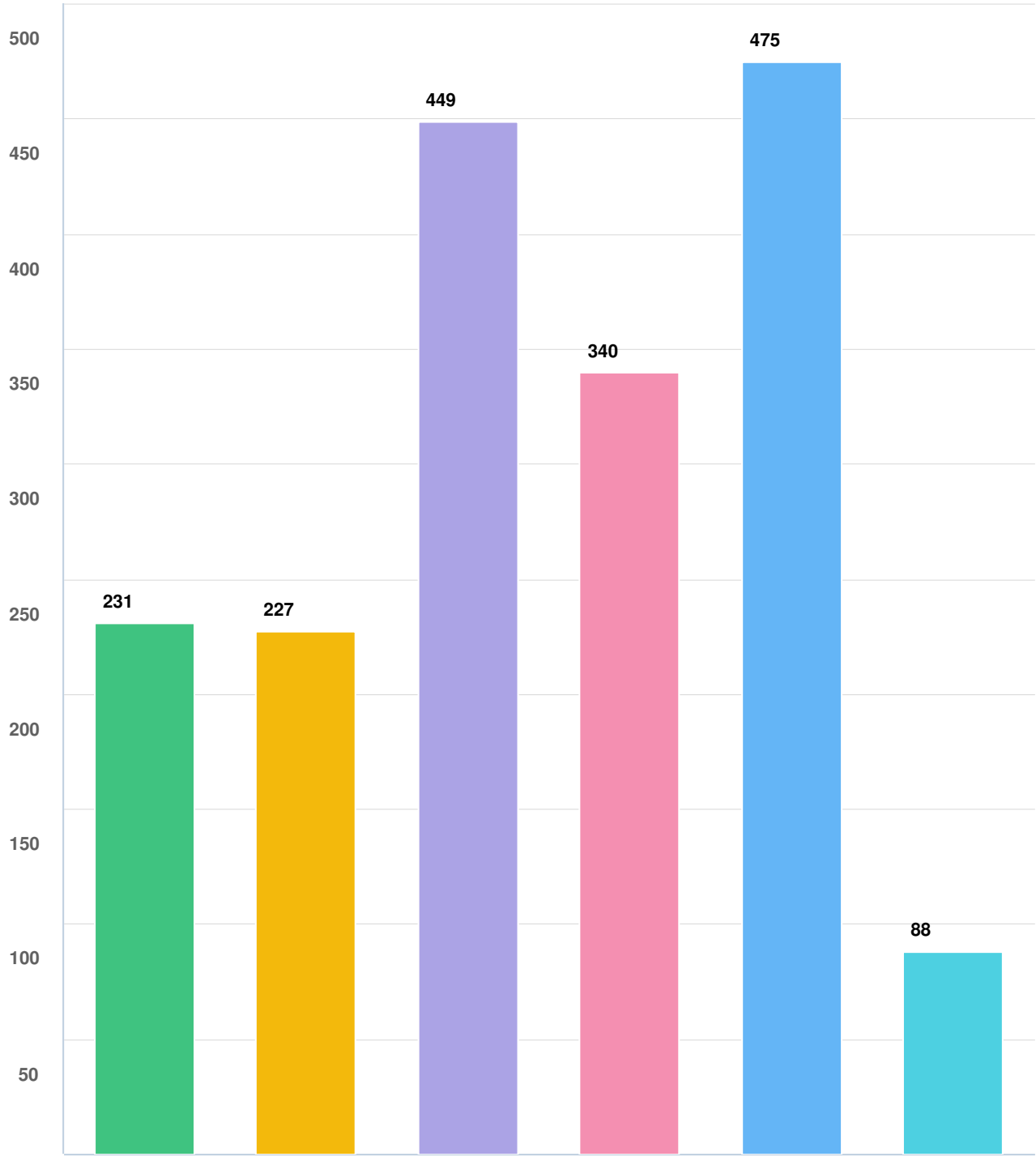
What other types of uses would you like to see on N. College Ave.?



Optional question (799 response(s), 6 skipped)

Question type: Likert Question

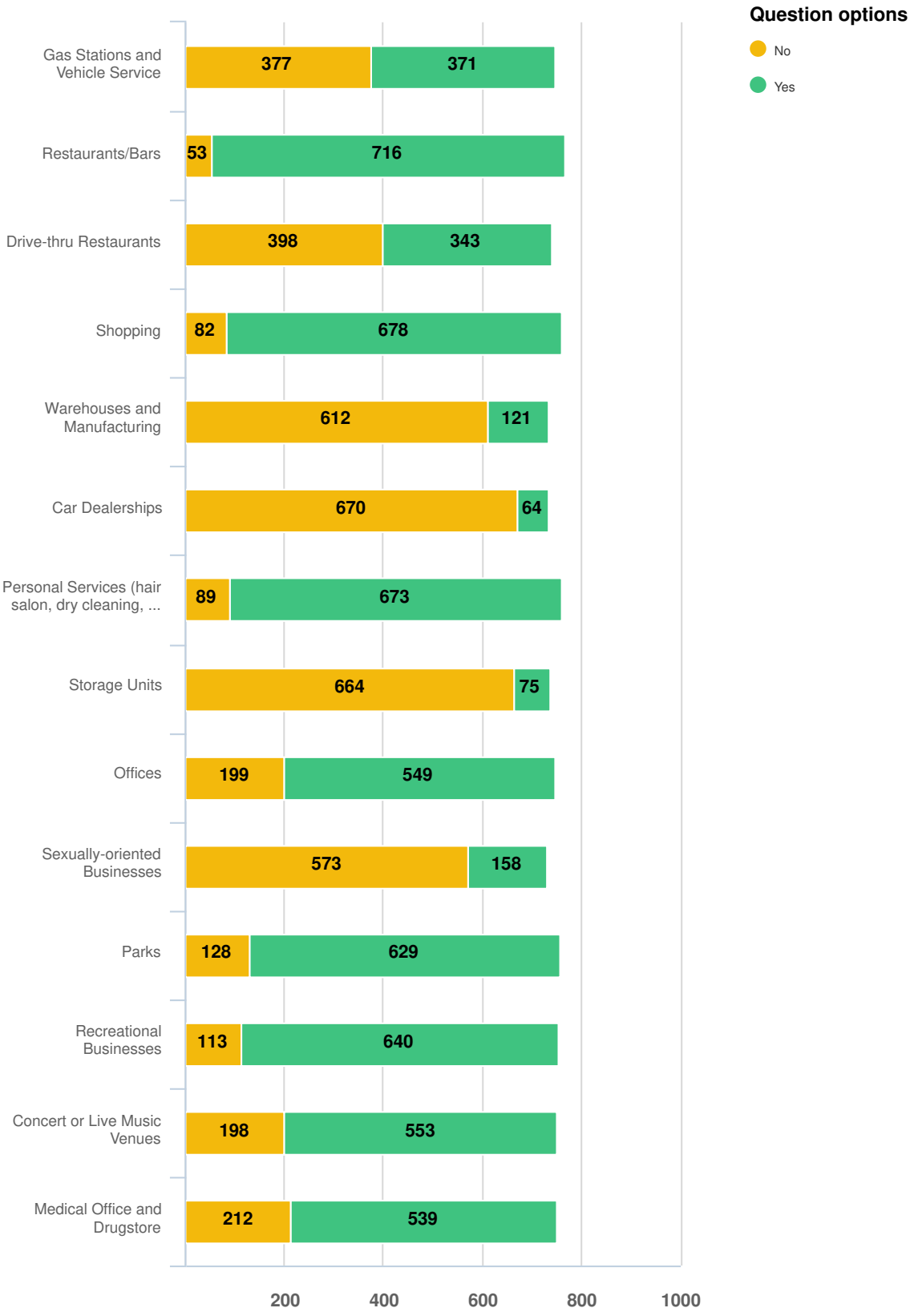
What types of housing would you like to see on S. School Ave.? (Check all that apply)



Optional question (722 response(s), 83 skipped)

Question type: Checkbox Question

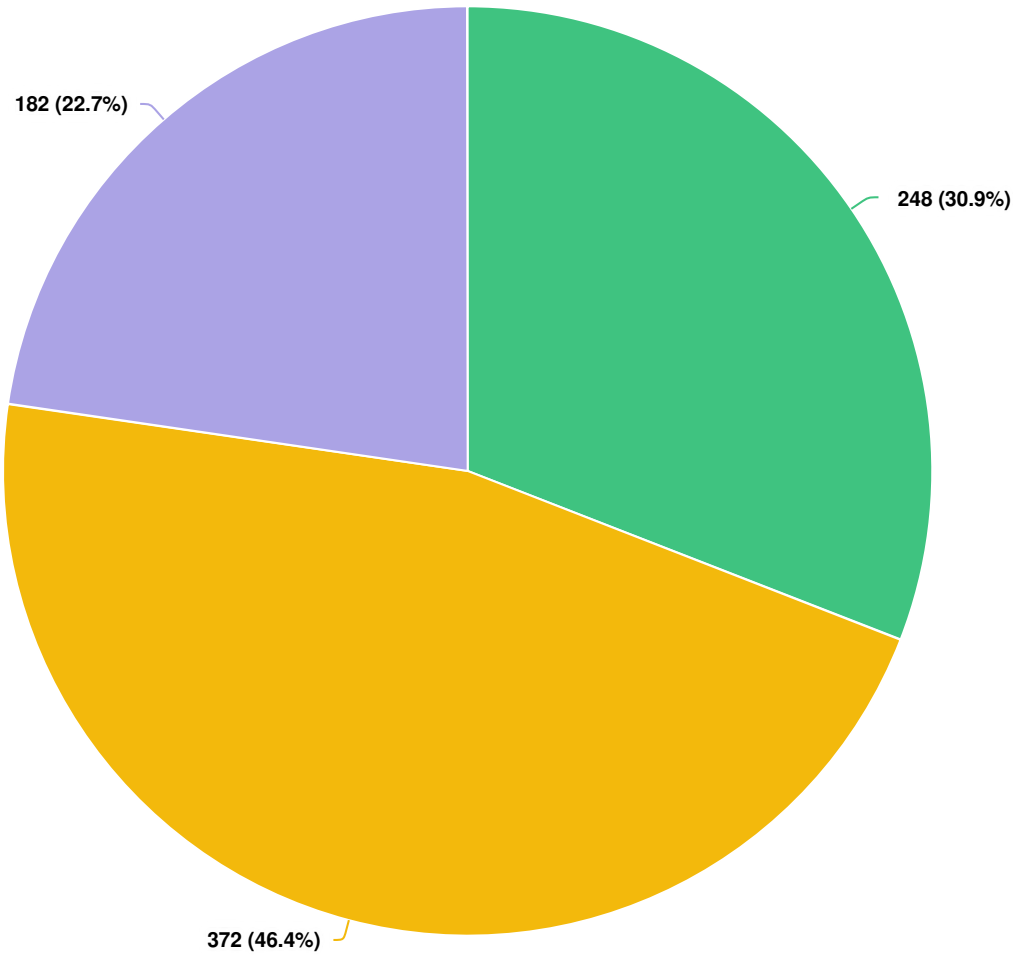
What other types of uses would you like to see on S. School Ave.?



Optional question (778 response(s), 27 skipped)

Question type: Likert Question

City staff are considering how close buildings should be to the street so that buildings are prominent and functional uses are at the rear. Do you think buildings along 71B should be closer to the street or further back from the street?



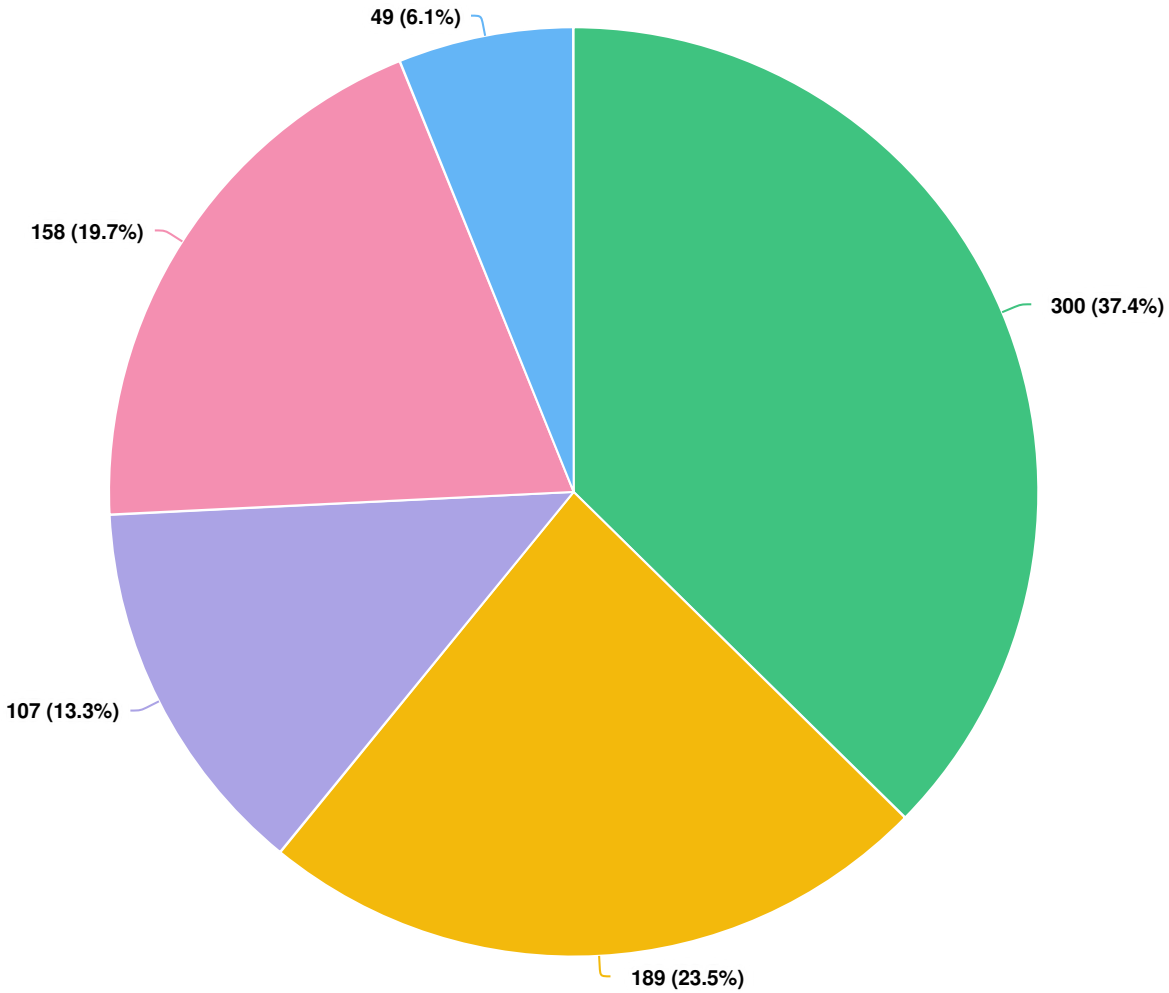
Question options

I'm not sure | Further back from the street | Closer to the street

Optional question (802 response(s), 3 skipped)

Question type: Radio Button Question

City staff are considering how tall buildings should be along the 71B Corridor. Commercial Thoroughfare (C-2) zoning is currently the primary zoning along N. College Ave. and S. School Ave., and it allows up to six stories.Do you think that is the ...



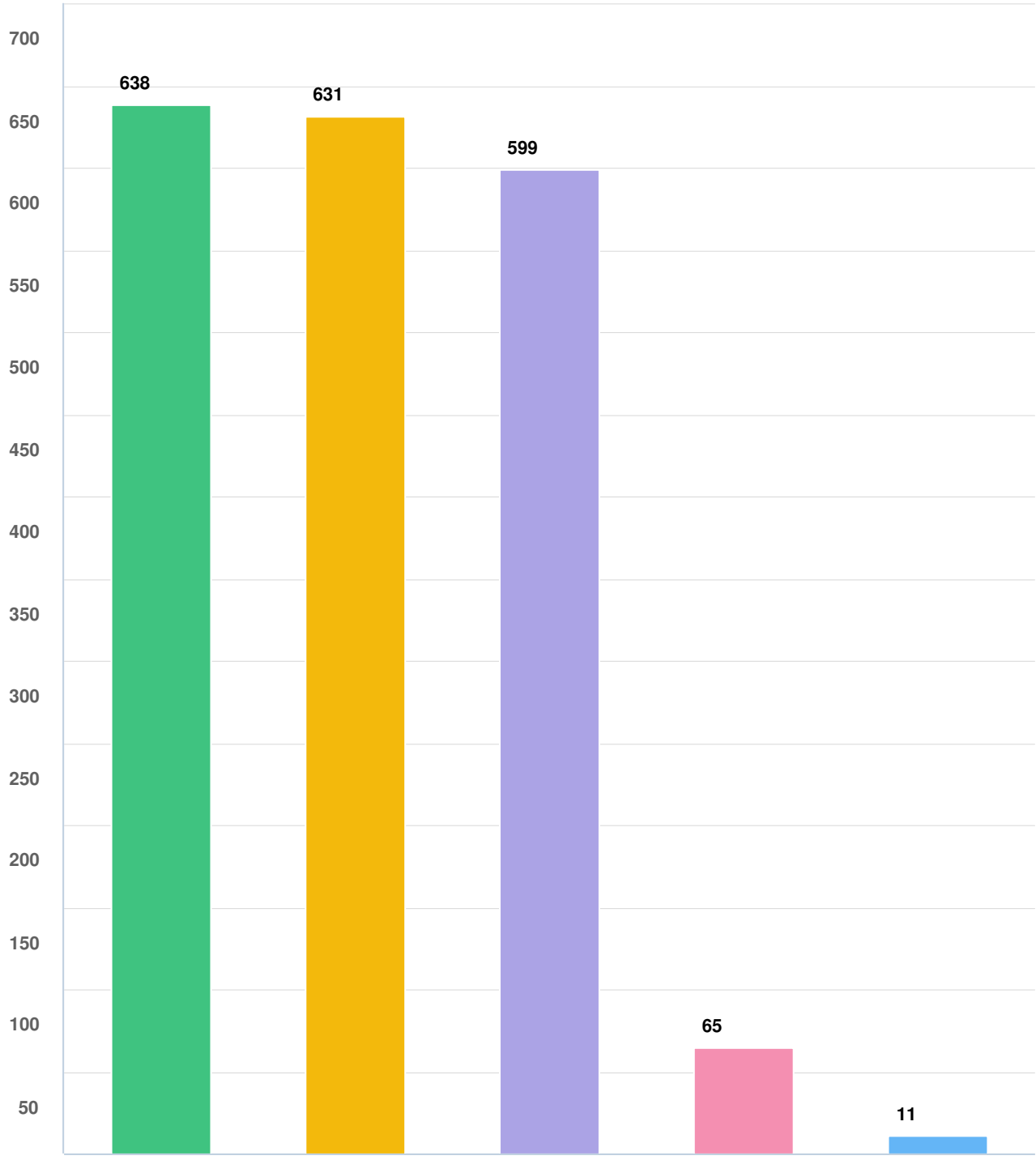
Question options

I'm not sure
I support 9+ stories.
I support 7-8 stories.
6 stories is the right height.
I prefer fewer than 6 stories.

Optional question (803 response(s), 2 skipped)

Question type: Radio Button Question

Is it important to you to see trees along 71B? (Check all that apply)



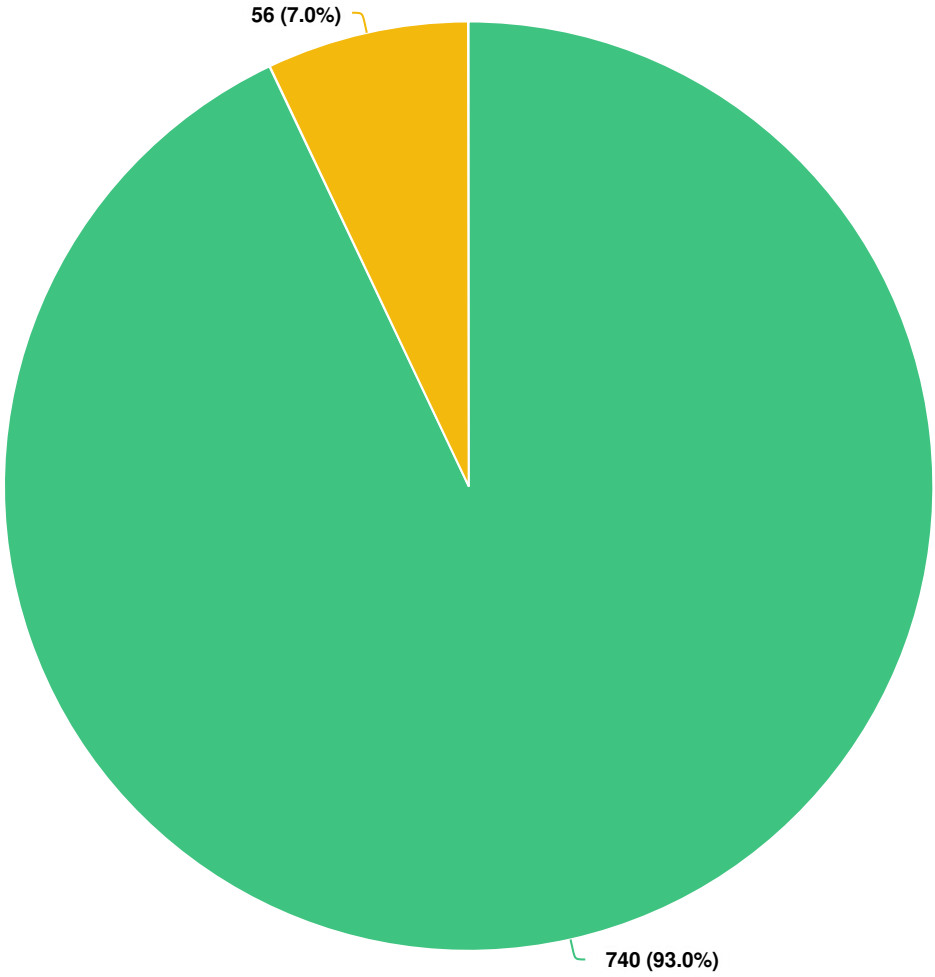
Question options

I'm not sure. I think there are enough trees. I would like to see trees on hillsides preserved.
I would like to see more tree and landscape areas on development sites. I would like to see street trees.

Optional question (804 response(s), 1 skipped)

Question type: Checkbox Question

Are you a resident of Fayetteville?



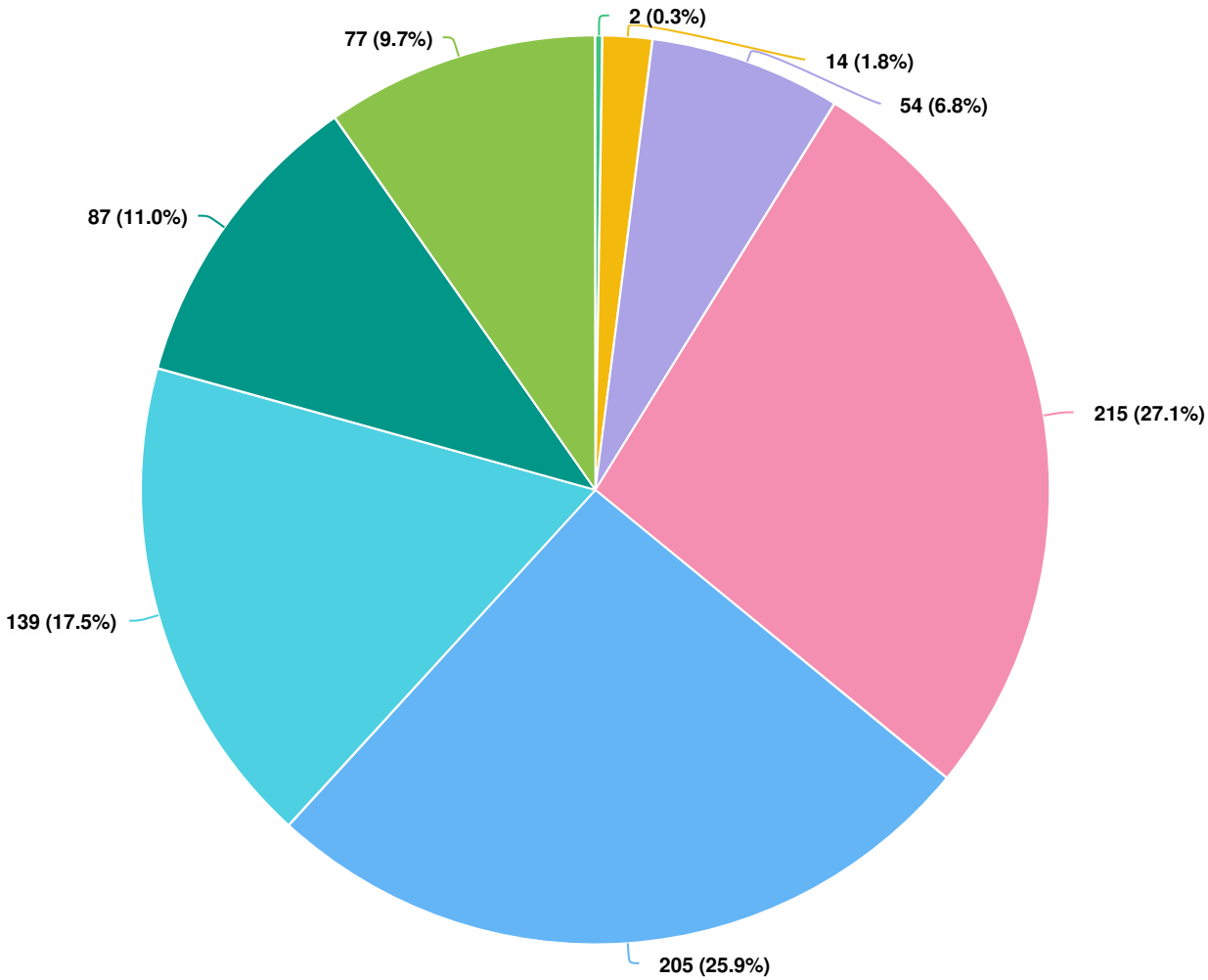
Question options

No Yes

Optional question (796 response(s), 9 skipped)

Question type: Radio Button Question

What is your age?



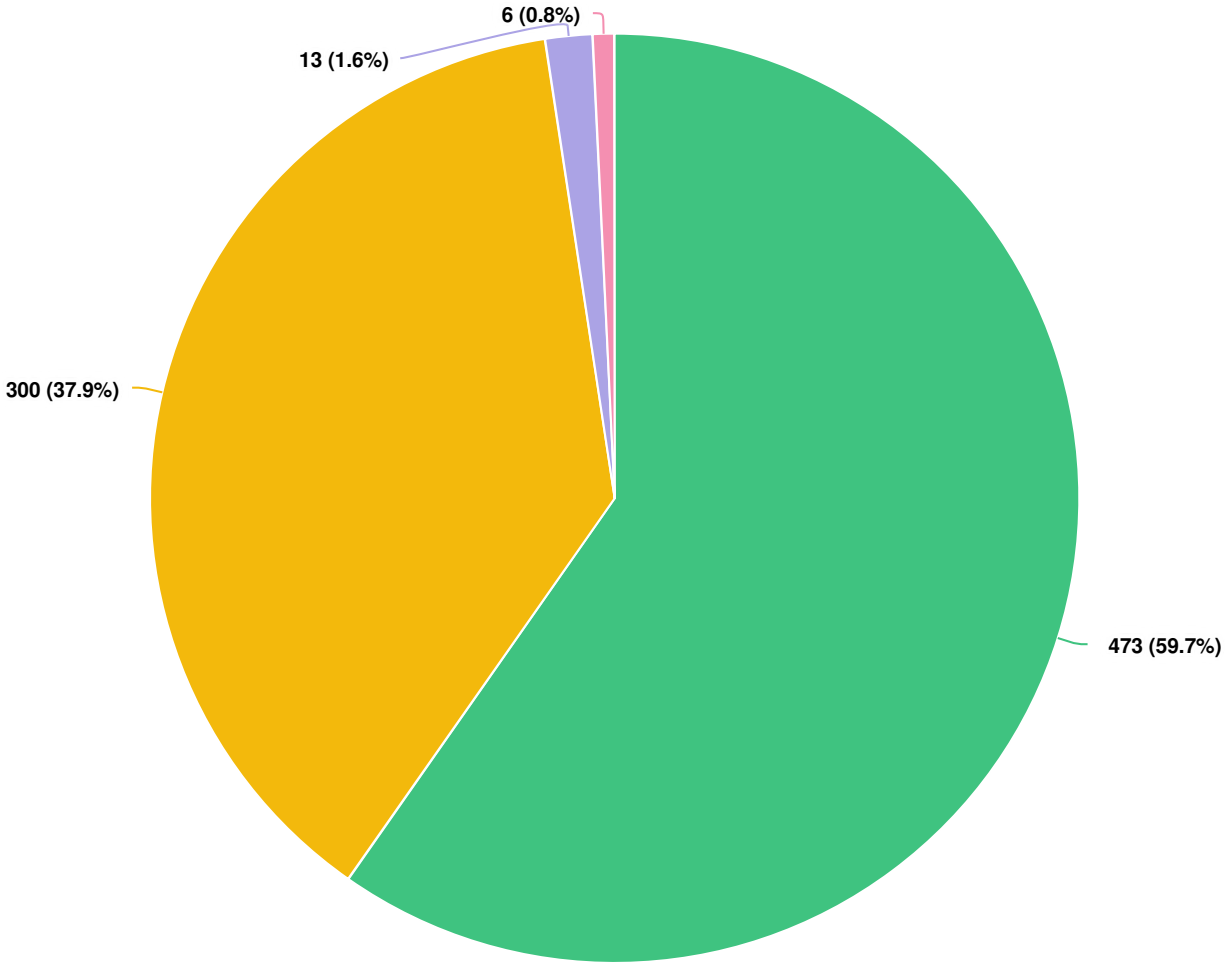
Question options

65+ 55-64 45-54 35-44 25-34 20-24 15-19 Under 15 years old

Optional question (793 response(s), 12 skipped)

Question type: Radio Button Question

What is your gender?



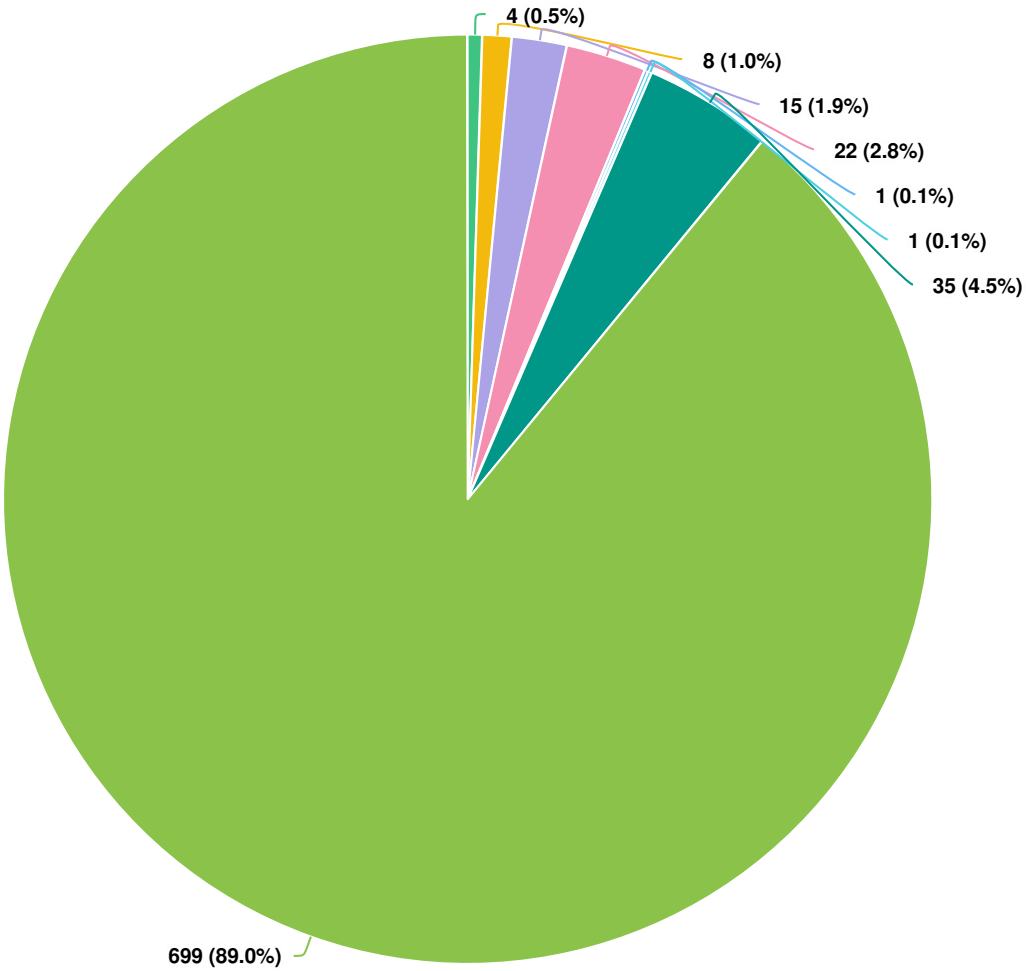
Question options

Other (please specify) Non-binary Male Female

Optional question (792 response(s), 13 skipped)

Question type: Radio Button Question

What is your race/ethnicity?



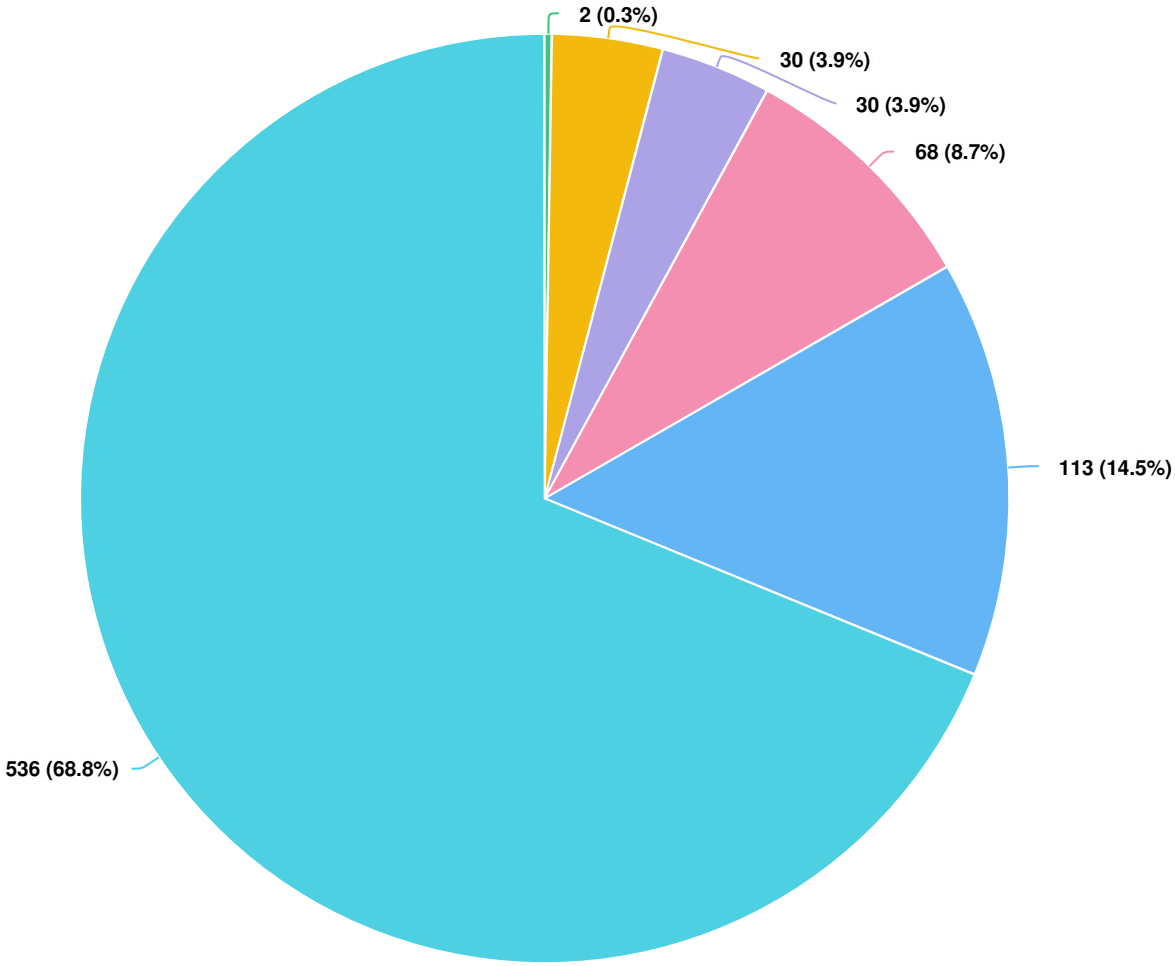
Question options

White
Two or more races/ethnicities
Native Hawaiian, Marshallese or other Pacific Islander
Middle Eastern or North African
Hispanic or Latino/a
Black or African-American
Asian
American Indian or Alaska Native

Optional question (785 response(s), 20 skipped)

Question type: Radio Button Question

What is your annual household income?



Question options

- $75,000 or more
- $50,000 to $74,999
- $35,000 to $49,999
- $20,000 to $34,999
- Less than $20,000
- Zero or negative income

Optional question (779 response(s), 26 skipped)

Question type: Radio Button Question

71B Rezoning Project Public Input Meetings & Speak Up Results

Questions	In Person May 29 - June 7, 2024					Speak Up May 29 - June 30, 2024					Total May 29 - June 30, 2024				
What types of housing would you like to see on N. College Ave.?	**Yes**	**No**	**Total**	**% Yes**	**% No**	**Count**		**Total**	**% Total**		**Yes**	**No**	**Total**	**% Total**	
Detached Single-Family	5	57	62	8%	92%	152		152	10%		157	57	214	12%	
Duplexes	14	22	36	39%	61%	143		143	10%		157	22	179	10%	
Townhouses or Row Houses	62	2	64	97%	3%	346		346	23%		408	2	410	24%	
Apartments	51	5	56	91%	9%	251		251	17%		302	5	307	18%	
Apartments Above Commercial	84	2	86	98%	2%	480		480	32%		564	2	566	33%	
Other	8	1	9	89%	11%	117		117	8%		125	1	126	7%	
What other types of uses would you like to see on N. College Ave.?	**Yes**	**No**	**Total**	**% Yes**	**% No**	**Yes**	**No**	**Total**	**% Yes**	**% No**	**Yes**	**No**	**Total**	**% Yes**	**% No**
Gas Stations and Vehicle Service	11	34	45	24%	76%	284	474	758	37%	63%	295	508	803	37%	63%
Restaurants/Bars	65	0	65	100%	0%	759	30	789	96%	4%	824	30	854	96%	4%
Drive-Thru Restaurants	7	37	44	16%	84%	331	426	757	44%	56%	338	463	801	42%	58%
Shopping	57	0	57	100%	0%	732	49	781	94%	6%	789	49	838	94%	6%
Warehouses and Manufacturing	3	36	39	8%	92%	39	713	752	5%	95%	42	749	791	5%	95%
Car Dealerships	1	41	42	2%	98%	53	707	760	7%	93%	54	748	802	7%	93%
Personal Services (hair salon, etc.)	51	1	52	98%	2%	709	72	781	91%	9%	760	73	833	91%	9%
Storage Units	1	37	38	3%	97%	18	742	760	2%	98%	19	779	798	2%	98%
Offices	43	4	47	91%	9%	567	208	775	73%	27%	610	212	822	74%	26%
Sexually Oriented Businesses	16	30	46	35%	65%	169	591	760	22%	78%	185	621	806	23%	77%
Parks	49	7	56	88%	13%	600	178	778	77%	23%	649	185	834	78%	22%
Recreational Businesses	52	2	54	96%	4%	678	99	777	87%	13%	730	101	831	88%	12%
Concert or Live Music Venues	54	4	58	93%	7%	536	234	770	70%	30%	590	238	828	71%	29%
Medical Office and Drug Stores	39	11	50	78%	22%	545	225	770	71%	29%	584	236	820	71%	29%
What types of housing would you like to see on S. School Ave.?	**Yes**	**No**	**Total**	**% Yes**	**% No**	**Count**		**Total**	**% Total**		**Yes**	**No**	**Total**	**% Total**	
Detached Single-Family	9	37	46	20%	80%	231		231	13%		240	37	277	14%	
Duplexes	27	16	43	63%	37%	227		227	13%		254	16	270	13%	
Townhouses or Row Houses	55	6	61	90%	10%	449		449	25%		504	6	510	25%	
Apartments	56	4	60	93%	7%	340		340	19%		396	4	400	20%	
Apartments Above Commercial	77	2	79	97%	3%	475		475	26%		552	2	554	27%	
Other	10	1	11	91%	9%	88		88	5%		98	1	99	5%	
What other types of uses would you like to see on S. School Ave.?	**Yes**	**No**	**Total**	**% Yes**	**% No**	**Yes**	**No**	**Total**	**% Yes**	**% No**	**Yes**	**No**	**Total**	**% Yes**	**% No**
Gas Stations and Vehicle Service	12	37	49	24%	76%	371	377	748	50%	50%	383	414	797	48%	52%
Restaurants/Bars	66	1	67	99%	1%	716	53	769	93%	7%	782	54	836	94%	6%
Drive-Thru Restaurants	6	44	50	12%	88%	343	398	741	46%	54%	349	442	791	44%	56%
Shopping	55	3	58	95%	5%	678	82	760	89%	11%	733	85	818	90%	10%
Warehouses and Manufacturing	12	35	47	26%	74%	121	612	733	17%	83%	133	647	780	17%	83%
Car Dealerships	6	43	49	12%	88%	64	670	734	9%	91%	70	713	783	9%	91%
Personal Services (hair salon, etc.)	46	1	47	98%	2%	673	89	762	88%	12%	719	90	809	89%	11%
Storage Units	4	44	48	8%	92%	75	664	739	10%	90%	79	708	787	10%	90%
Offices	41	6	47	87%	13%	549	199	748	73%	27%	590	205	795	74%	26%
Sexually Oriented Businesses	21	34	55	38%	62%	158	573	731	22%	78%	179	607	786	23%	77%
Parks	69	5	74	93%	7%	629	128	757	83%	17%	698	133	831	84%	16%
Recreational Businesses	49	1	50	98%	2%	640	113	753	85%	15%	689	114	803	86%	14%
Concert or Live Music Venues	57	6	63	90%	10%	553	198	751	74%	26%	610	204	814	75%	25%
Medical Office and Drug Stores	47	5	52	90%	10%	539	212	751	72%	28%	586	217	803	73%	27%
	Yes	**No**	**Total**	**% Yes**	**% No**	**Yes**	**No**	**Total**	**% Yes**	**% No**	**Yes**	**No**	**Total**	**% Yes**	**% No**
Would you like to see more housing opportunities along the 71B Corridor?	90	2	92	98%	2%	499	294	793	63%	37%	589	296	885	67%	33%
How often do you travel on 71B?	**Count**		**Total**	**% Total**		**Count**		**Total**	**% Total**		**Count**		**Total**	**% Total**	
Multiple Times Per Day	38		38	42%		359		359	45%		397		397	44%	
At Least Once Per Day	27		27	30%		219		219	27%		246		246	28%	
Weekly	25		25	27%		195		195	24%		220		220	25%	
A Few Times Per Month	1		1	1%		30		30	4%		31		31	3%	
Never	0		0	0%		0		0	0%		0		0	0%	
What types of travel do you currently use on N. College Ave.?	**Count**		**Total**	**% Total**		**Count**		**Total**	**% Total**		**Count**		**Total**	**% Total**	
Car	80		80	65%		799		799	87%		879		879	84%	
Bicycle	15		15	12%		45		45	5%		60		60	6%	
Walk	21		21	17%		62		62	7%		83		83	8%	
Bus	7		7	6%		7		7	1%		14		14	1%	
Wheelchair or Mobility Device	0		0	0%		0		0	0%		0		0	0%	
Other	1		1	1%		8		8	1%		9		9	1%	

What types of travel would you prefer to use on N. College Ave.?	Count		Total	% Total
Car	20		20	12%
Bicycle	47		47	29%
Walk	42		42	26%
Bus	34		34	21%
Wheelchair or Mobility Device	7		7	4%
Other	11		11	7%

Count		Total	% Total
639		639	40%
328		328	21%
352		352	22%
220		220	14%
21		21	1%
27		27	2%

Count		Total	% Total
659		659	38%
375		375	21%
394		394	23%
254		254	15%
28		28	2%
38		38	2%

What types of travel do you currently use on S. School Ave.?	Count		Total	% Total
Car	68		68	61%
Bicycle	16		16	14%
Walk	22		22	20%
Bus	4		4	4%
Wheelchair or Mobility Device	0		0	0%
Other	2		2	2%

Count		Total	% Total
789		789	83%
68		68	7%
70		70	7%
11		11	1%
4		4	0%
5		5	1%

Count		Total	% Total
857		857	81%
84		84	8%
92		92	9%
15		15	1%
4		4	0%
7		7	1%

What types of travel would you prefer to use on S. School Ave.?	Count		Total	% Total
Car	24		24	14%
Bicycle	52		52	31%
Walk	48		48	29%
Bus	28		28	17%
Wheelchair or Mobility Device	7		7	4%
Other	9		9	5%

Count		Total	% Total
634		634	41%
333		333	22%
344		344	22%
189		189	12%
22		22	1%
23		23	1%

Count		Total	% Total
658		658	38%
385		385	22%
392		392	23%
217		217	13%
29		29	2%
32		32	2%

Do you think buildings along 71B should be closer to the street or further back from the street?	Count		Total	% Total
Closer to the street	69		7	62%
Further back from the street	34		1	19%
I'm not sure	8		0	5%

Count		Total	% Total
248		248	31%
372		372	29%
182		182	14%

Count		Total	% Total
317		317	35%
406		406	28%
190		190	13%

Do you think that is the right height limit for buildings along 71B?	Count		Total	% Total
I prefer fewer than 6 stories	44		4	37%
6 stories is the right height	22		5	19%
I support 7-8 stories	20		1	17%
I support 9+ stories	31		0	26%
I'm not sure	1		0	1%

Count		Total	% Total
300		300	37%
189		189	24%
107		107	13%
158		158	20%
49		49	6%

Count		Total	% Total
344		344	37%
211		211	23%
127		127	14%
189		189	21%
50		50	5%

Is it important to you to see trees along 71B?	Yes	No	Total	% Yes	% No
I would like to see street trees	89	1	90	99%	1%
I would like to see more trees on developed sites	66	1	67	99%	1%
I would like trees on hillsides preserved	69	4	73	95%	5%
I think there are enough trees	3	40	43	7%	93%
I'm not sure	2	3	5	40%	60%

Yes		Total	% Total
638		638	33%
631		631	32%
599		599	31%
65		65	3%
11		11	1%

Yes	No	Total	% Yes	% No
727	1	728	33%	0%
697	1	698	32%	0%
668	4	672	31%	1%
68	40	108	3%	37%
13	3	16	1%	19%

	Existing (Primarily C-2)	Recommended Option 1 (All UT)	Recommended Option 2 (Split UT / MSC)	Recommended Option 3 (Urban General - New Corridor Zoning)	Not Currently Recommended (DG)	Not Currently Recommended (CS)
Residential Uses Allowed	Cluster Housing* *No associated residential building types permitted	Single-Family Dwellings Two-Family Dwellings Three and Four-Family Dwellings Multifamily Dwellings	Single-Family Dwellings Two-Family Dwellings Three and Four-Family Dwellings Multifamily Dwellings	Three and Four-Family Dwellings Multifamily Dwellings	Single-Family Dwellings Two-Family Dwellings Three and Four-Family Dwellings Multifamily Dwellings	Single-Family Dwellings Two-Family Dwellings Three and Four-Family Dwellings Multifamily Dwellings
Density	NA	NA	NA	NA	NA	NA
Lot Width Minimums	NA	Single-Family Dwellings: 18 feet Other Uses: NA	UT: See left MSC: All Dwelling Units 18 feet, All other Uses NA	NA	All Dwelling Units 18 feet, All other Uses NA	All Dwelling Units 18 feet, All other Uses NA
Lot Area Minimums	NA	NA	NA	NA	NA	NA
Setback Type	Traditional and Form-Based	Form-Based Only	Form-Based Only	Form-Based Only	Form-Based Only	Form-Based Only
Front Setback	Traditional: 15' or 50' (Depending on parking location) Form-Based: 10'-25' Build-to-Zone	10'-25' Build-to-Zone	0'-25' Build-to-Zone	0'-30' Build-to-Zone	0'-25' Build-to-Zone	10'-25' Build-to-Zone
Rear Setback	Traditional: 20' Form Based: 0' Setback unless adjacent to a residential only district, when it becomes 15'	0' Setback unless adjacent to a residential only district, when it becomes 15'	UT: See left MSC: 5 feet from property line or 12' from centerline of alley	0' Setback unless adjacent to a residential only district, when it becomes 15'	5 feet from property line or 12' from centerline of alley	0' Setback unless adjacent to a residential only district, when it becomes 15'
Side Setback	Traditional and Form-Based: 0' Setback unless adjacent to a residential only district, when it becomes 15'	0' Setback unless adjacent to a residential only district, when it becomes 15'	NA	0' Setback unless adjacent to a residential only district, when it becomes 15'	NA	NA
Minimum Buildable Street Frontage	50%* *Form-Based Optional	50%	50% (Urban Thoroughfare) 75% (Main Street Center)	75%	50%	50%
Building Height	6 Stories Maximum (Additional restrictions when adjacent to residential only district)	5 or 7 Stories Maximum (Varies Based on Setbacks)	5 or 7 Stories Maximum (Varies Based on Setbacks)	5 or 7 Stories Maximum (Varies Based on Setbacks)	5 Stories (Reduction of one story in height allowance)	5 Stories (Reduction of one story in height allowance)
Building Area	60% of Lot Area Maximum	NA	NA	NA	NA	NA
Tree Preservation	15% Minimum	15% Minimum	15% (UT) / 10% (MSC) Minimum	15% Minimum	10% Minimum	10% Minimum
Applicable Design Standards	UDC 166.25: Commercial, Office and Mixed Use Design Standards	UDC 166.25: Commercial, Office and Mixed Use Design Standards UDC 166.24: Nonresidential Design Standards UDC 166.23- Urban Residential Design Standards UDC 164.23- Small Lot Design Standards (If less than 50 foot lot width)	UDC 166.25: Commercial, Office and Mixed Use Design Standards UDC 166.24: Nonresidential Design Standards UDC 166.23- Urban Residential Design Standards UDC 164.23- Small Lot Design Standards (If less than 50 foot lot width) UDC 164.11(C) Home Protection Requirements (Applicable to MSC)	UDC 166.25: Commercial, Office and Mixed Use Design Standards UDC 166.24: Nonresidential Design Standards UDC 166.23- Urban Residential Design Standards	UDC 166.25: Commercial, Office and Mixed Use Design Standards UDC 166.24: Nonresidential Design Standards UDC 166.23- Urban Residential Design Standards UDC 164.11(C) Home Protection Requirements (Applicable to DG)	UDC 166.25: Commercial, Office and Mixed Use Design Standards UDC 166.24: Nonresidential Design Standards UDC 166.23- Urban Residential Design Standards UDC 164.23- Small Lot Design Standards (If less than 50 foot lot width)
Staff Findings	No housing currently permitted Form-Based Development is desired by city, but is optional in this district	Shift to Required Form-Based District, Additional Development Standards are applied All uses available by right in C-2 permitted either by right or conditional use permit, Two uses made conditional, one conditional use not permitted	Shift to Required Form-Based District, Additional Development Standards are applied, Split districts better align with Tier Centers, Two conditional uses not permitted, four uses not permitted in MSC, one use conditional in MSC	Shift to Required Form-Based District, Additional Development Standards are applied, Split districts better align with Tier Centers, Two uses made conditional, five uses not permitted	Reduction in permitted building height, Four uses made conditional, eleven uses not permitted	Reduction in permitted building height, Six uses made conditional, seven uses not permitted

Existing and Proposed Uses Allowed by Right

Use Unit	Description	Existing (Primarily C-2)	Recommended Option 1 (All UT)	Recommended Option 2 (Split UT / MSC)	Recommended Option 3 (New Corridor Zoning)	Not Recommended (DG)	Not Recommended (CS)
1	City-wide uses by right	X	X	X	X	X	X
2	City-wide uses by conditional use permit	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use
3	Public protection and utility facilities	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use
4	Cultural and recreational facilities	X	X	X	X	X	X
5	Government facilities	X	X	X	X	X	X
6	Agriculture						
7	Animal husbandry						
8	Single-family dwellings		X	X	Conditional Use	X	X
9	Two-family dwellings		X	X	Conditional Use	X	X
10	Three (3) and four (4) family dwellings		X	X	X	X	X
11	Manufactured home park						
12a	Limited business						
12b	General business						
13	Eating Places	X	X	X	X	X	X
14	Hotel, motel and amusement facilities	X	X	X	X	Conditional Use	Conditional Use
15	Neighborhood shopping goods					X	X
16	Shopping goods	X	X	X	X	Conditional Use	Conditional Use
17	Transportation Trades and services	X	X	X	Conditional Use	Conditional Use	Conditional Use
18	Gasoline service stations and drive-in/drive-through restaurants	X	X	By Right in UT/ Conditional in MSC	Conditional Use	Not Permitted	Conditional Use
19	Commercial recreation, small sites	X	X	X	X	Conditional Use	Conditional Use
20	Commercial recreation, large sites	X	Conditional Use	Conditional in UT/ Not Permitted in MSC	Conditional Use	Not Permitted	Not Permitted
21	Warehousing and wholesale	Conditional Use	Conditional Use	Not Permitted	Conditional Use	Not Permitted	Not Permitted
22	Manufacturing						
23	Heavy industrial						
24	Home occupation		X	X	X	X	X
25	Offices, studios, and related services	X	X	X	X	X	X
26	Multi-family dwellings		X	X	X	X	X
27	Wholesale bulk petroleum storage facilities with underground storage tanks						
28	Center for collecting recyclable materials	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use
29	Dance halls	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Not Permitted	Not Permitted
30	Extractive uses						
31	Facilities emitting odors & facilities handling explosives						
32	Sexually oriented business	Conditional Use	Not Permitted	Not Permitted	Conditional Use	Not Permitted	Not Permitted
33	Adult live entertainment club or bar	X	Conditional Use	Conditional in UT/ Not Permitted in MSC	Not Permitted	Not Permitted	Not Permitted
34	Liquor stores	X	X	X	X	Not Permitted	Conditional Use
35	Outdoor music establishments	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Not Permitted	Conditional Use
36	Wireless communications facilities	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Conditional Use
37	Manufactured homes						
38	Mini-storage units	Conditional Use	Conditional Use	Conditional in UT/ Not Permitted in MSC	Not Permitted	Not Permitted	Not Permitted
39	Auto salvage and junk yards						
40	Sidewalk Cafes	X	X	X	X	X	X
41	Accessory dwellings		X	X	X	X	X
42	Clean technologies	Conditional Use	Conditional Use	Conditional Use	Conditional Use	Not Permitted	Conditional Use
43	Animal boarding and training	Conditional Use	Conditional Use	Conditional in UT/ Not Permitted in MSC	Conditional Use	Not Permitted	Not Permitted
44	Cluster Housing Development	X	X	X	Conditional Use	X	X
45	Small scale production	X	X	X	X	X	X
46	Short-term rentals	X	X	X	X	X	X
47	Data Centers						

Environmental Action Committee
Letter of Support
71B Rezoning Project – Tree Canopy Protection

The Environmental Action Committee (EAC) enthusiastically encourages the City of Fayetteville to adopt and implement the new Urban Corridor (UC) zoning district, especially as it applies to the revitalization of the 71B Corridor.

We applaud the effort City staff has taken to formulate a new zoning designation for the 71B project that allows mixed (commercial and housing) development along the corridor. This approach provides an excellent solution to our housing dilemma. It also contributes to reducing urban sprawl and the loss of green space.

It is particularly noteworthy that the proposed tree canopy preservation requirement of 20% for the new UC zoning district is a 5% increase over the current requirement of the C-2 zoning. Since a substantial number of these trees are located on hillsides at the back of various properties to be rezoned, the increase in canopy preservation should have minimal effect on future development plans and efforts. At the same time it will provide significant benefits in the form of carbon sinks, reduction of heat islands, as a very effective noise and dust barrier, and for maintaining the beautiful “green” Fayetteville ambiance we are known for!

This increase in tree canopy preservation would be in sync with the new Climate Action Plan designed to be the framework to guide and energize actions around the City’s efforts to be a resource and energy efficient community. The plan sets ambitious mitigation targets, including an overarching goal of net-zero emissions by 2050. Setting a net-zero goal aligns Fayetteville with international targets that aim to balance greenhouse gas (GHG) production with atmospheric removals. To be on track to be net zero by 2050, the community will need to decrease our cumulative GHG emissions by 37 percent by 2030.

Thank you for the work you have done to revitalize our city.

Jeff Pummill – EAC Chair
Margaret Britain
Stacey Buff
Thomas Deere
Joseph Donahue

Glenda Patterson – EAC Vice Chair
Grimsley Graham
Alexander Mauroner
Vicki Spencer
Tod Yeslow

Teresa Turk – City Council Liason

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-478

MEETING OF SEPTEMBER 17, 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-2024-0019: Vacation (707 E. HUNTSVILLE RD/PARK MEADOWS, 564): Submitted by CRAFTON TULL for property located at 707 E. HUNTSVILLE RD. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 3.0 acres. The request is to vacate 0.09 acres of a general utility easement.**

RECOMMENDATION:
Staff recommends approval of **VAC-2024-0019** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Prior to easement vacation, new city utility lines associated with the subject 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 southeast Fayetteville and contains approximately 3.0 acres. The currently undeveloped site is zoned CS, Community Services and is the planned site for phase five of the Park Meadows development. In January 2022, an LSIP was conditionally approved for a 90-unit apartment complex and associated parking (LSIP-2021-000012). In June 2024, the applicant applied for commercial building permits, and during staff review it was noted that a utility easement vacation needed to be finalized prior to the issuance of permits.

Request: The applicant proposes to vacate portions of an existing twenty-foot-wide general utility easement on the property. This easement is required to be vacated to continue with the proposed project for multi-family dwellings on 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

ATTACHMENTS: SRF (#3), Exhibit A (#3), Exhibit B (#4), Request Letter (#5), Petition to Vacate (#6), Survey (#7)

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

File #: 2024-478

VAC-2024-0019: Vacation (707 E. HUNTSVILLE RD/PARK MEADOWS, 564): Submitted by CRAFTON TULL for property located at 707 E. HUNTSVILLE RD. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 3.0 acres. The request is to vacate 0.09 acres of a general utility easement.

AN ORDINANCE TO APPROVE VAC-24-19 FOR PROPERTY LOCATED AT 707 EAST HUNTSVILLE ROAD IN WARD 1 TO VACATE A 0.09 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. Prior to easement vacation, new city utility lines associated with the subject 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.

City of Fayetteville Staff Review Form

2024-478

Item ID

9/17/2024

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

Jonathan Curth	8/30/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2024-0019: Vacation (707 E. HUNTSVILLE RD/PARK MEADOWS, 564): Submitted by CRAFTON TULL for property located at 707 E. HUNTSVILLE RD. in WARD 1. The property is zoned CS, COMMUNITY SERVICES and contains approximately 3.0 acres. The request is to vacate 0.09 acres of a general utility easement.

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:

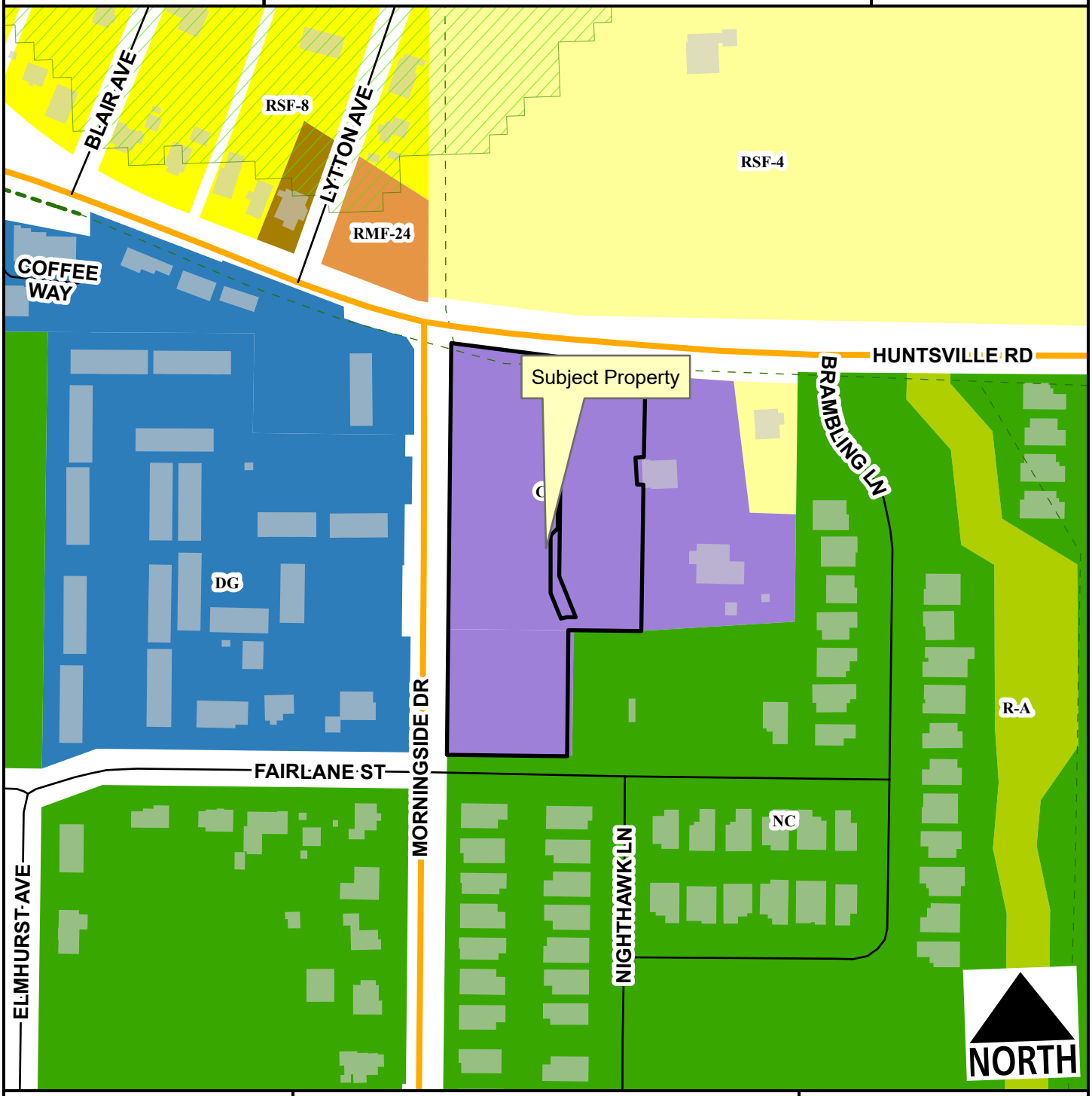
Comments:

VAC-2024-0019

Close Up View

707 E. HUNTSVILLE RD

Exhibit 'A'
VAC-2024-0019



- Neighborhood Link
- Unclassified
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

- Residential-Agricultural
- RSF-4
- RSF-8
- RI-U
- RMF-24
- Downtown General
- Community Services
- Neighborhood Conservation

PART OF LOT 50B OF PARK MEADOWS PHASE III, AS PER PLAT RECORD 2022-00008375 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 50B;
THENCE S80°42'49"E 73.63 FEET;
THENCE S82°19'53"E 59.59 FEET;
THENCE S02°38'43"W 6.70 FEET TO THE POINT OF BEGINNING;
THENCE S42°21'17"E 15.99 FEET;
THENCE S87°21'17"E 8.70 FEET;
THENCE S02°38'43"W 99.68 FEET;
THENCE S47°38'43"W 11.87 FEET;
THENCE N45°48'34"W 15.50 FEET;
THENCE N02°38'43"E 109.10 FEET TO THE POINT OF BEGINNING, CONTAINING 2130 SQUARE FEET, MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR FACT.

ALSO

PART OF LOT 50B OF PARK MEADOWS PHASE III, AS PER PLAT RECORD 2022-00008375 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 50B;
THENCE S2°38'43"W 162.70 FEET;
THENCE S87°21'17"E 149.50 TO THE POINT OF BEGINNING;
THENCE N47°38'43"E 4.25 FEET;
THENCE S02°38'43"W 159.87 FEET;
THENCE S19°51'17"E 61.30 FEET;
THENCE N87°23'47"W 11.93 FEET;
THENCE S77°51'06"W 9.05 FEET;
THENCE N19°51'17"W 38.30 FEET;
THENCE N02°04'09"E 79.42 FEET;
THENCE N47°04'09"E 14.14 FEET;
THENCE N02°30'33"E 90.92 FEET TO THE POINT OF BEGINNING, CONTAINING 2164 SQUARE FEET, MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR FACT.

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

August 7, 2024

City of Fayetteville
Planning Commission & City Council
125 W. Mountain Street
Fayetteville, AR 72701

RE: Park Meadows Phase V– Easement Vacation
CTA Job No. 16108506

To whom it may concern,

This submittal is for the vacation of a general utility easement within the Park Meadows Phase 5 development area. This site is located southeast of the intersection of S. Morningside Drive and Huntsville Road. The site area is approximately 3 acres with 90 proposed dwelling units. The current zoning is CS and the property will be used as multi-family residential. Two of the proposed apartment buildings fall within an existing utility easement. The approved Large Scale Development plans show the waterline being re-routed around the proposed building and portions of the existing waterline being abandoned. We are requesting the utility easement be vacated in these locations, according to the attached exhibit.

Should you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,

Taylor Lindley, P.E.
Project Manager

PETITION TO VACATE a general utility easement located in parcel 765-32024-001 of the Park Meadows Subdivision, City of Fayetteville, Arkansas

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in parcel 765-32024-001 of the Park Meadows Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described in the attached Exhibit.

The abutting real estate affected by said abandonment of the alley is parcel 765-32024-001, City of Fayetteville, used by the public for a period of many years, and the public interest and welfare would not be adversely affected by the abandonment of the portion of the described easement.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the described real estate be vested in the abutting property owners as provided by law.

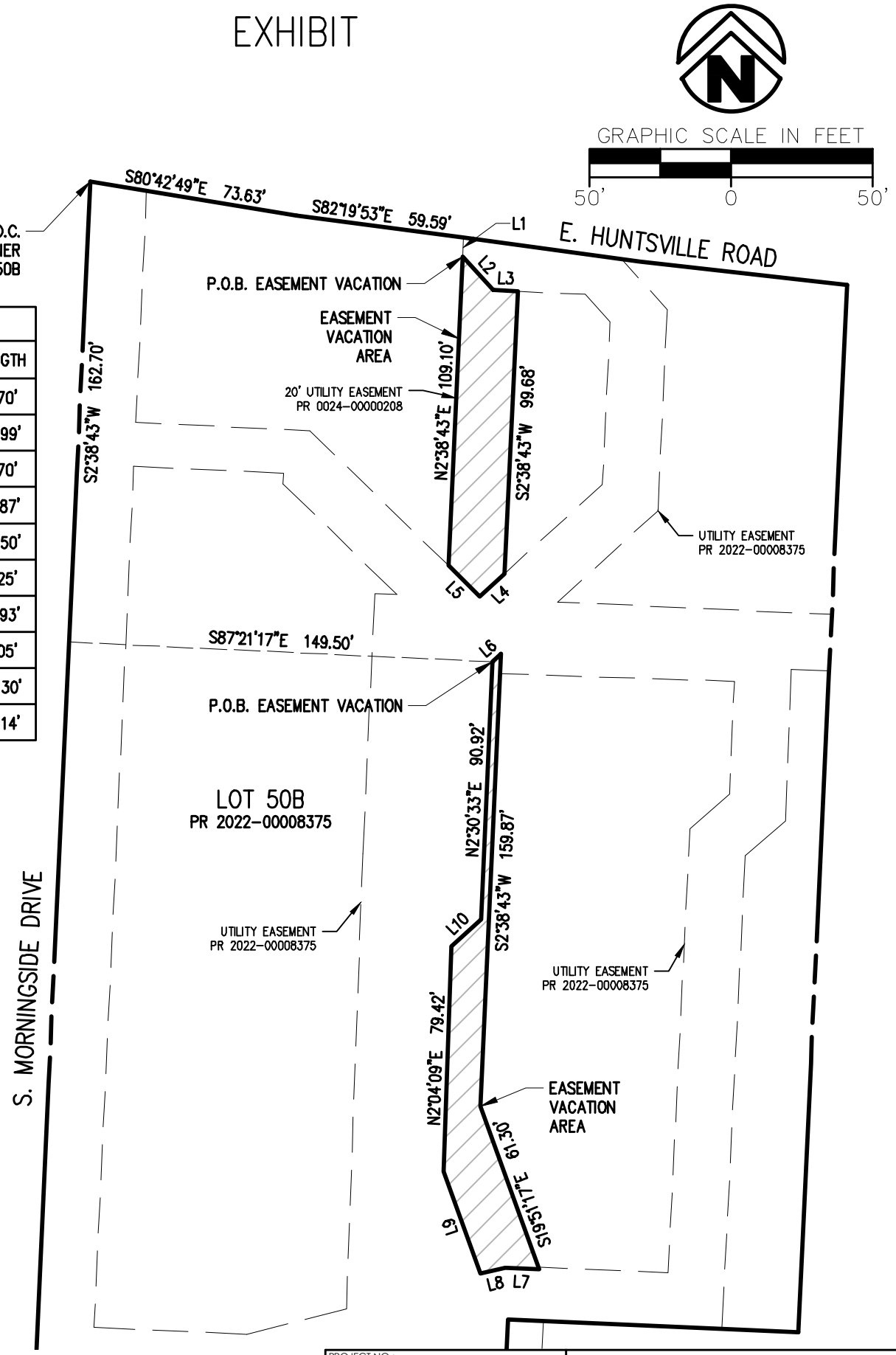
WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 15th day of August, 2024.

Scott A. Peters, Manager ARGMF Park Meadows, LLC
Printed Name

Signature

EXHIBIT



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S2° 38' 43"W	6.70'
L2	S42° 21' 17"E	15.99'
L3	S87° 21' 17"E	8.70'
L4	S47° 38' 43"W	11.87'
L5	N45° 48' 34"W	15.50'
L6	N47° 38' 43"E	4.25'
L7	N87° 23' 47"W	11.93'
L8	S77° 51' 06"W	9.05'
L9	N19° 51' 17"W	38.30'
L10	N47° 04' 09"E	14.14'

NOTE:
THIS EASEMENT EXHIBIT IS A GRAPHICAL REPRESENTATION OF THE EASEMENT VACATION DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PROJECT NO.:	
16108506	
DRAWN BY:	DATE: 08/06/2024
SHEET: 1 OF 1	CHECKED:

901 N. 47th St, Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

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CITY OF FAYETTEVILLE ARKANSAS

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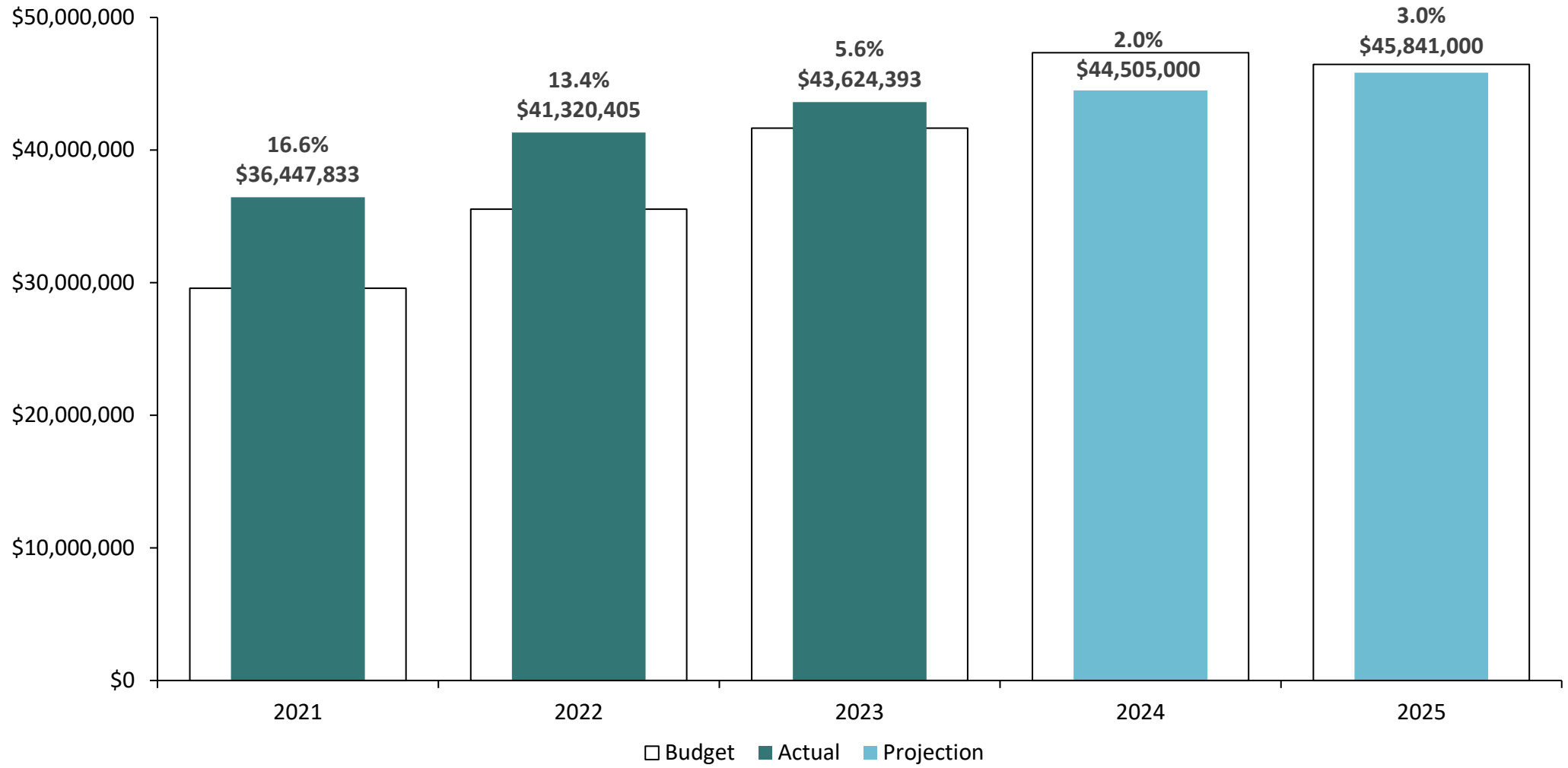
General Fund
2025 Budget Summary

September 10, 2024

2025 General Fund Revenue Outlook

Combined General Fund Sales Tax

5 Year Overview



2024 General Fund Revenue Comparison

Adopted 2024 to Estimated 2024

	Adopted 2024	Estimated 2024	Adopted 2024 to Estimated 2024	
Sales Tax Revenue	$ 47,354,000	$ 44,505,000	$ (2,849,000)	-6.0%
Franchise Fees	7,775,500	7,780,000	4,500	0.1%
Property Tax Revenue	5,328,000	5,328,000	0	0.0%
Court Fees & Fines	961,000	1,078,000	117,000	12.2%
State General Turnback	1,430,000	1,405,000	(25,000)	-1.7%
Pension Insurance Turnback	1,816,000	2,250,000	434,000	23.9%
Building Permits	2,428,000	2,478,000	50,000	2.1%
Alcohol Taxes & Licenses	1,708,000	1,595,000	(113,000)	-6.6%
All Other Revenue*	4,552,500	8,011,000	3,458,500	76.0%
Total	$ 73,353,000	$ 74,430,000	$ 1,077,000	1.5%

*Budget estimates and actual revenues are distorted due to grant award timing issues.

2025 Proposed General Fund Budget

Revenue Comparison – Estimated 2024 to Projected 2025

	Estimated 2024	Budgeted 2025	Estimated 2024 to Budgeted 2025	
Sales Tax Revenue	$ 44,505,000	$ 45,841,000	$ 1,336,000	3.0%
Franchise Fees	7,780,000	7,848,000	68,000	0.9%
Property Tax Revenue	5,328,000	6,071,000	743,000	13.9%
Court Fees & Fines	1,078,000	1,078,000	-	0.0%
State General Turnback	1,405,000	1,362,000	(43,000)	-3.1%
Pension Insurance Turnback	2,250,000	2,250,000	-	0.0%
Building Permits	2,478,000	2,478,000	-	0.0%
Alcohol Taxes & Licenses	1,595,000	1,638,000	43,000	2.7%
All Other Revenue*	8,011,000	5,755,000	(2,256,000)	-28.2%
Total	$ 74,430,000	$ 74,321,000	$ (109,000)	-0.1%

*Budget estimates and actual revenues are distorted due to grant award timing issues.

2025 General Fund Expenditure Summary

Changes Between Adopted 2024 & Proposed 2025 Expenses

2024 General Fund Budget - Adopted	**$**	**73,353,000**
Additions:		
Personnel & Personnel Benefits		3,281,680
Software Maintenance/Lease		235,591
Motorpool		224,858
Fayetteville Public Library		178,000
Utilities & Telephone		99,794
Insurance - Vehicles & Property		83,656
Uniforms/Personal Equipment		65,832
Professional/Contract Services		49,220
Outside Agencies		44,071
Travel & Training		19,316
Building & Grounds Maintenance		14,239
		4,296,257
Reductions:		
Transfers		(79,359)
Materials & Supplies		(105,293)
Services & Charges		(18,174)
Equipment Maintenance/Fixed Assets		(86,431)
		(289,257)
2025 General Fund Budget - Proposed	**$**	**77,360,000**
Budgetary Increase for 2025	**$**	**4,007,000**

2025 General Fund Position Recommendations

		2024 General Fund FTEs	**586.05**
Division	**Title**	**FTE**	**Subtotal by Functional Group**
Animal Services	Admin Asst - Animal Services	1.00	
		Animal Services:	1.00
Fire Operations	Admin Asst - Compliance Coord	1.00	
		Fire Activity:	1.00
Parks Admin	Recreation Program Asst II	0.60	
		Parks & Recreation:	0.60
Police Patrol	Police Officer - CIT	2.00	
Police Patrol	Police Officer - SRO	1.00	
Police Patrol	Police Sergeant - SRO	1.00	
		Police Activity:	4.00
		Total Recommended Additions	**6.60**
		Proposed 2025 General Fund FTEs	**592.65**

2025 Proposed General Fund Budget

Budget by Activity

	Adopted 2024	% Total	Proposed 2025	% Total
General Government Activity	$ 6,229,013	8.5%	$ 6,811,258	8.8%
- Outside Agencies	1,818,132	2.5%	1,862,203	2.4%
- Salary Contingency	1,489,831	2.0%	1,547,225	2.0%
- Fayetteville Public Library	1,812,401	2.5%	1,990,401	2.6%
- Cost Reimbursements	(3,269,796)	-4.5%	(3,269,796)	-4.2%
Police Activity	26,123,246	35.6%	27,041,284	35.0%
Fire Activity	18,476,862	25.2%	19,726,616	25.5%
Finance & Internal Services Activity	8,768,511	12.0%	9,006,517	11.6%
Community Planning & Engineering	6,622,161	9.0%	7,155,471	9.2%
Parks and Recreation Activity	4,594,129	6.3%	4,879,670	6.3%
Transfer to Drug Grant	383,510	0.5%	398,151	0.5%
Transfer to Shop	305,000	0.4%	211,000	0.3%
Total	$ 73,353,000	100%	$ 77,360,000	100%

2025 Proposed General Fund Budget

Summary by Category (% of Total)

	Actual 2023	Adopted 2024	Proposed 2025	Change 2024 - 2025	% Total
Personnel Services	$ 53,524,761	$ 59,220,800	$ 62,502,480	$ 3,281,680	80.7%
Services and Charges	6,225,102	6,938,341	7,328,020	389,679	9.5%
Transfers To Outside Entities	3,591,251	3,630,533	3,852,604	222,071	5.0%
Motorpool Charges	1,895,166	2,293,157	2,518,015	224,858	3.3%
Maintenance	1,564,689	1,940,915	2,023,279	82,364	2.6%
Materials and Supplies	1,835,170	1,887,651	1,782,358	(105,293)	2.3%
Operating Transfers	1,001,526	688,510	609,151	(79,359)	0.8%
Capital	2,826,696	32,569	23,569	(9,000)	0.0%
Cost Allocation	(2,703,636)	(3,279,476)	(3,279,476)	-	-4.2%
Debt Service	377,003	-	-	-	0.0%
Miscellaneous	274	-	-	-	0.0%
Non-Operating Interest	46,201	-	-	-	0.0%
Total	$ 70,184,202	$ 73,353,000	$ 77,360,000	$ 4,007,000	100.0%

2025 Proposed General Fund Budget

Transfers to Outside Agencies and Other Entities

	Adopted 2024	% Total	Proposed 2025	% Total	$ Change	% Chg
Outside Agencies (Non-Profit Services)						
Fayetteville Boys & Girls Club	$ 225,000	12.4%	$ 225,000	12.1%	$ -	0.0%
Community Access TV (Your Media)	211,216	11.6%	220,725	11.9%	9,509	4.5%
AAANWA (Senior Center)	153,104	8.4%	160,759	8.6%	7,655	5.0%
7 Hills Homeless Shelter	119,400	6.6%	125,370	6.7%	5,970	5.0%
Arkansas Air/Military Museum	41,000	2.3%	43,000	2.3%	2,000	4.9%
	$ 749,720	41.2%	$ 774,854	41.6%	$ 25,134	3.4%
Outside Entities (Local Governmental Agreements)						
Central EMS	988,555	54.4%	1,007,492	54.1%	18,937	1.9%
NWA Regional Planning	79,857	4.4%	79,857	4.3%	-	0.0%
	$ 1,068,412	58.8%	$ 1,087,349	58.4%	$ 18,937	1.8%
Total	$ 1,818,132	100.0%	$ 1,862,203	100.0%	$ 44,071	2.4%

2025 General Fund Financial Impact

2025 General Fund Operating Results

Revenue	$	74,321,000
Expenses		77,360,000
Unadjusted Deficit	$	(3,039,000)

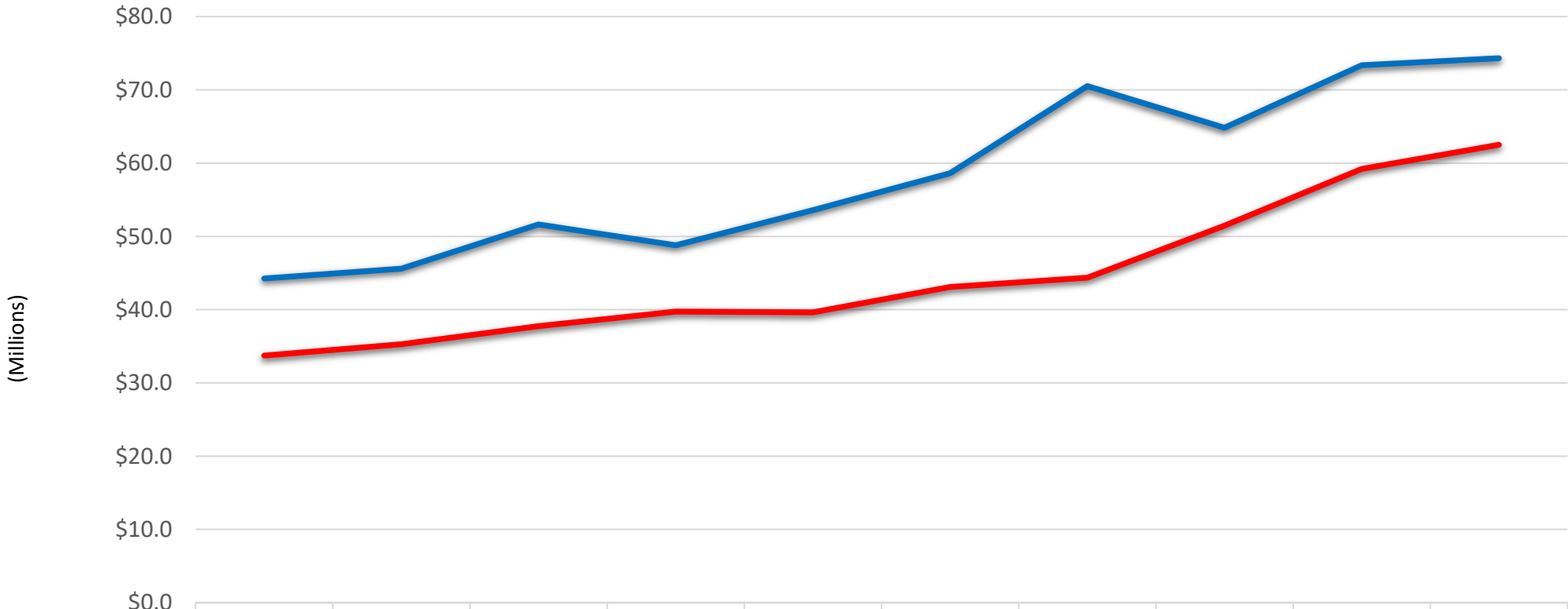
Estimated 2024 - General Fund Balance

(If Current Budget Projections are Met)

Beginning Reported Fund Balance - 1/1/2024	$	36,498,831
General Fund Current Budget Estimates:		
Estimated Revenue		74,430,000
Estimated Expenses		(83,578,826)
Current Year Loss		(9,148,826)
Ending Estimated Balance - 12/31/2024	$	27,350,005
Less: 60 Day Reserve		(12,764,400)
Adjusted Fund Balance - 12/31/2024	$	14,585,605

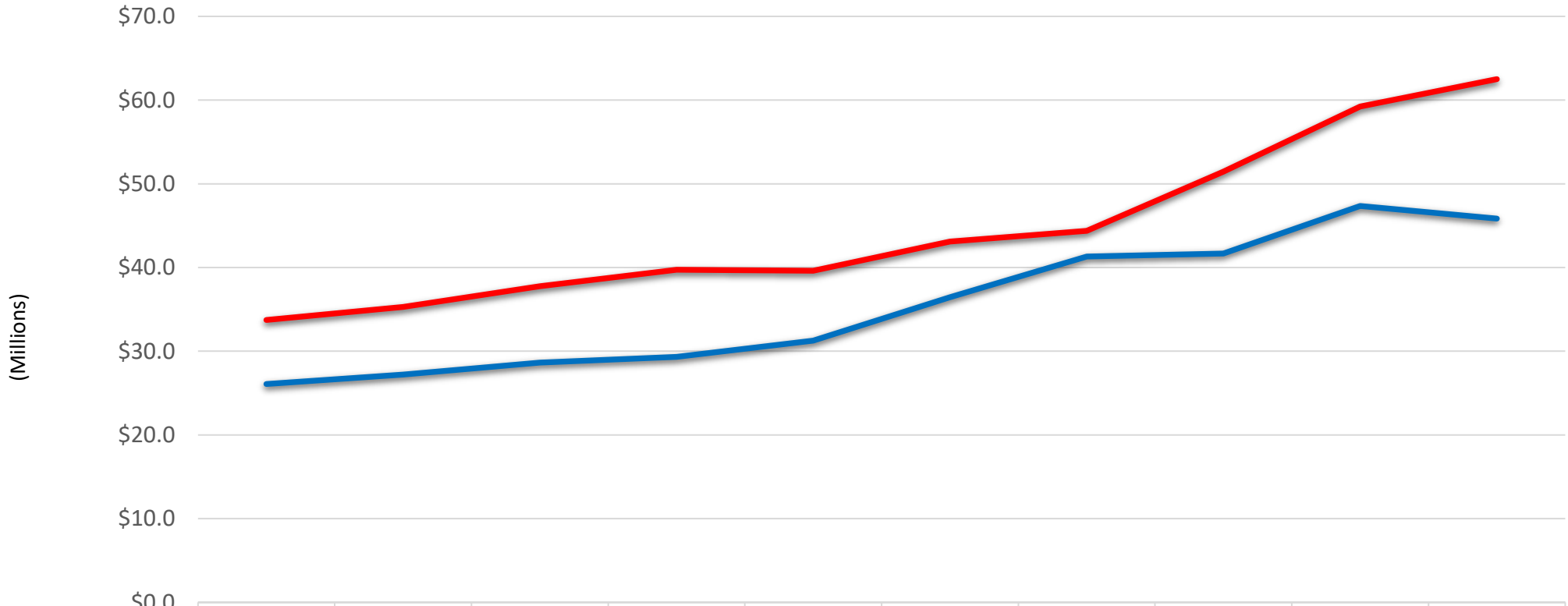
2025 General Fund Personnel Services

General Fund Personnel Services Expenses vs. General Fund Total Revenue



	2016	2017	2018	2019	2020	2021	2022	2023	2024 Budget	2025 Budget
Revenue	$44.25	$45.60	$51.64	$48.80	$53.60	$58.62	$70.51	$64.82	$73.35	$74.32
Personnel	$33.73	$35.28	$37.75	$39.72	$39.62	$43.10	$44.37	$51.45	$59.22	$62.50
Difference	$10.52	$10.32	$13.89	$9.08	$13.98	$15.51	$26.14	$13.37	$14.13	$11.82

General Fund Personnel Services Expenses vs. General Fund Sales Tax Revenue



	2016	2017	2018	2019	2020	2021	2022	2023	2024 Budget	2025 Budget
Personnel	$33.73	$35.28	$37.75	$39.72	$39.62	$43.10	$44.37	$51.45	$59.22	$62.50
Sales Tax	$26.08	$27.21	$28.64	$29.34	$31.26	$36.45	$41.32	$41.67	$47.35	$45.84
Difference	$7.65	$8.07	$9.11	$10.38	$8.36	$6.65	$3.05	$9.79	$11.87	$16.66

Property Tax Rates

Comparable Arkansas Cities

	City Millage Levy*								Annual Tax Paid by Homeowner ($300,000)**		
City	General	Police/Fire Pension	Library	Fire Voluntary	Total	County	School District	Total	Total City Portion	Total	Sales Tax Rate
Bentonville	5.00	0.50	0.00	0.00	5.50	9.70	48.00	63.20	$330	$3,792	2%
Fayetteville	2.30	0.80	3.70	0.00	6.80	5.50	45.65	57.95	$408	$3,477	2%
Rogers	2.40	0.00	0.90	0.00	3.30	9.70	41.90	54.90	$198	$3,294	2%
Springdale	4.70	1.00	0.00	0.00	5.70	6.50	40.50	52.70	$342	$3,162	2%
Fort Smith	5.00	2.00	1.00	0.00	8.00	8.00	42.06	58.06	$480	$3,483	2%

* Source: State of Arkansas - Assessment Coordination Department: 2023 Millage Report (2024 Collections) / Published February 2024

** Appraised Value

Listing of New Personnel Requests

Recommended vs. Unrecommended

NEW PERSONNEL	FTE	SALARY + BENEFITS	OTHER EXP (recurring)	OTHER EXP (one-time)	VEHICLE EXPENSE	TOTAL
RECOMMENDED	**6.60**	**538,476**	**2,352**	**93,108**	**250,422**	**884,358**
200 Police	**4.00**	**381,674**	**0**	**82,108**	**250,422**	**714,204**
Police Officer - Crisis Int (1) (Res 276-23)	1.00	83,592	0	20,527	62,604	166,723
Police Officer - Crisis Int (2) (Res 276-23)	1.00	83,592	0	20,527	-	104,119
Police Officer - SRO (Res 190-22)	1.00	83,592	0	20,527	93,909	198,028
Police Sergeant - SRO (Res 190-22)	1.00	130,898	0	20,527	93,909	245,334
300 Fire	**1.00**	**62,515**	**1,184**	**5,000**	**-**	**68,699**
Admin Asst-Compliance Coordinator	1.00	62,515	1,184	5,000	-	68,699
520 Parks & Recreation	**0.60**	**27,220**	**284**	**3,000**	**-**	**30,504**
Recreation Program Assistant II	0.60	27,220	284	3,000	-	30,504
671 Animal Services	**1.00**	**67,067**	**884**	**3,000**	**-**	**70,951**
Admin Asst - Animal Services	1.00	67,067	884	3,000	-	70,951
UNRECOMMENDED	**24.70**	**1,995,755**	**58,846**	**125,551**	**136,443**	**2,316,595**
060 Media Services	**0.50**	**31,948**	**1,234**	**0**	**-**	**33,182**
Video Production Tech	0.50	31,948	1,234	0	-	33,182
140 Facilities Management	**2.00**	**115,343**	**2,004**	**1,450**	**-**	**118,797**
Custodian	1.00	54,705	460	0	-	55,165
Maintenance Worker II	1.00	60,638	1,544	1,450	-	63,632
160 Purchasing	**1.00**	**97,177**	**3,000**	**500**	**-**	**100,677**
Contract Risk Manager	1.00	97,177	3,000	500	-	100,677
200 Police	**2.00**	**114,818**	**0**	**0**	**-**	**114,818**
Police Support Specialist (1)	1.00	57,409	0	0	-	57,409
Police Support Specialist (2)	1.00	57,409	0	0	-	57,409
300 Fire	**12.00**	**1,091,508**	**24,510**	**39,701**	**-**	**1,155,719**
Asst Fire Maintenance Technician	1.00	65,891	1,184	5,000	-	72,075
Community Outreach Coordinator	1.00	104,393	2,584	9,000	-	115,977
Fire Captain EMS (1)	1.00	125,088	784	0	-	125,872
Fire Captain EMS (2)	1.00	125,088	784	0	-	125,872
Fire Captain EMS (3)	1.00	125,088	784	0	-	125,872
Firefighter (1)	1.00	78,332	2,618	3,667	-	84,617
Firefighter (2)	1.00	78,332	2,618	3,667	-	84,617
Firefighter (3)	1.00	78,332	2,618	3,667	-	84,617
Firefighter EMS (1)	1.00	77,741	2,634	3,675	-	84,050
Firefighter EMS (2)	1.00	77,741	2,634	3,675	-	84,050
Firefighter EMS (3)	1.00	77,741	2,634	3,675	-	84,050
Firefighter EMS (4)	1.00	77,741	2,634	3,675	-	84,050
621 Engineering	**4.00**	**298,156**	**12,536**	**40,000**	**80,460**	**431,152**
PW Projects Inspector (1)	1.00	70,122	3,284	7,000	40,230	120,636
PW Projects Inspector (2)	1.00	70,122	3,284	7,000	40,230	120,636
Staff Engineer - Unlicensed (1)	1.00	78,956	2,984	13,000	-	94,940
Staff Engineer - Unlicensed (2)	1.00	78,956	2,984	13,000	-	94,940
630 Development Review	**1.00**	**83,211**	**5,814**	**14,400**	**-**	**103,425**
Urban Forester	1.00	83,211	5,814	14,400	-	103,425
634 Long Range Planning	**1.00**	**83,211**	**5,164**	**14,400**	**-**	**102,775**
Planning Outreach & Communication Spec	1.00	83,211	5,164	14,400	-	102,775
640 Building Safety	**1.00**	**70,321**	**4,584**	**15,100**	**55,983**	**145,988**
Code Compliance Officer	1.00	70,321	4,584	15,100	55,983	145,988
671 Animal Services	**0.20**	**10,062**	**0**	**0**	**-**	**10,062**
Shelter Attendant	0.20	10,062	0	0	-	10,062

Appendix 1

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.015.0150 - Mayors Administration Program:				
EX10 - Personnel Services	284,822	309,335	309,335	321,868
EX20 - Materials & Supplies	2,545	5,450	5,450	5,450
EX30 - Services and Charges	44,971	63,954	63,954	63,954
EX40 - Maintenance	0	100	100	100
Total	332,338	378,839	378,839	391,372
1010.016.0160 - City Council Program:				
EX10 - Personnel Services	174,127	206,541	206,541	217,080
EX20 - Materials & Supplies	574	414	414	414
EX30 - Services and Charges	15,111	32,214	32,214	32,214
Total	189,812	239,169	239,169	249,708
1010.021.0210 - City Attorney Program:				
EX10 - Personnel Services	436,249	553,190	553,190	582,212
EX20 - Materials & Supplies	5,089	2,120	2,120	4,120
EX30 - Services and Charges	21,889	24,867	24,867	22,867
Total	463,227	580,177	580,177	609,199
1010.031.0310 - City Prosecutor Program:				
EX10 - Personnel Services	789,721	836,339	836,339	881,605
EX20 - Materials & Supplies	11,580	9,834	9,834	8,939
EX30 - Services and Charges	14,132	17,775	17,775	15,775
EX40 - Maintenance	8,507	13,551	13,551	16,346
Total	823,940	877,499	877,499	922,665
1010.036.1360 - Internal Audit Program:				
EX10 - Personnel Services	49,938	103,424	103,424	117,466
EX20 - Materials & Supplies	183	600	600	600
EX30 - Services and Charges	265	3,040	3,040	3,040
Total	50,387	107,064	107,064	121,106

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.040.0400 - District Judge Program:				
EX20 - Materials & Supplies	13,184	42,486	42,486	50
EX30 - Services and Charges	99,614	108,871	108,871	108,871
EX40 - Maintenance	11,832	12,500	12,500	12,500
Total	124,630	163,857	163,857	121,421
1010.040.2010 - Criminal Cases Program:				
EX10 - Personnel Services	342,976	445,054	445,054	485,103
EX20 - Materials & Supplies	3,005	6,348	6,348	6,348
EX30 - Services and Charges	6,199	6,605	6,605	6,605
Total	352,181	458,007	458,007	498,056
1010.040.2020 - Probation & Fine Collection Program:				
EX10 - Personnel Services	31,232	34,537	34,537	35,099
EX20 - Materials & Supplies	0	400	400	400
EX30 - Services and Charges	601	2,825	2,825	2,825
Total	31,833	37,762	37,762	38,324
1010.040.2030 - Small Claims & Civil Cases Program:				
EX10 - Personnel Services	352,269	429,011	429,011	437,032
EX20 - Materials & Supplies	3,233	4,100	4,100	4,100
EX30 - Services and Charges	342	1,800	1,800	1,800
EX40 - Maintenance	0	103	103	103
Total	355,844	435,014	435,014	443,035
1010.050.0500 - Economic Development Program:				
EX10 - Personnel Services	320,596	411,951	411,951	424,613
EX20 - Materials & Supplies	8,562	22,120	22,120	4,420
EX30 - Services and Charges	247,517	241,380	241,380	309,080
Total	576,674	675,451	675,451	738,113

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.051.1510 - City Clerk/Treasurer Program:				
EX10 - Personnel Services	433,239	470,468	470,468	502,091
EX20 - Materials & Supplies	8,103	11,663	11,663	13,663
EX30 - Services and Charges	52,275	58,405	58,405	60,211
EX40 - Maintenance	1,499	1,215	1,215	1,215
Total	495,116	541,751	541,751	577,180
1010.055.0550 - Communications & Marketing Program:				
EX10 - Personnel Services	392,975	419,445	419,445	426,919
EX20 - Materials & Supplies	563	2,176	2,176	2,176
EX30 - Services and Charges	32,677	52,318	52,318	52,318
Total	426,214	473,939	473,939	481,413
1010.060.0600 - Media Services Program:				
EX10 - Personnel Services	296,252	298,891	298,891	317,723
EX20 - Materials & Supplies	1,787	8,346	8,346	7,119
EX30 - Services and Charges	33,105	62,030	62,030	47,509
EX33 - Motorpool	1,677	1,311	1,311	1,782
EX40 - Maintenance	884	2,100	2,100	2,100
Total	333,705	372,678	372,678	376,233
1010.070.0700 - Chief of Staff Program:				
EX10 - Personnel Services	146,084	227,446	227,446	230,955
EX20 - Materials & Supplies	2,686	6,900	6,900	1,900
EX30 - Services and Charges	50,299	57,644	57,644	32,244
Total	199,069	291,990	291,990	265,099
1010.080.5240 - Library Program:				
EX70 - Transfers to Outside Entities	1,812,401	1,812,401	1,812,401	1,990,401
Total	1,812,401	1,812,401	1,812,401	1,990,401

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.090.6600 - Miscellaneous Program:				
EX10 - Personnel Services	0	78,243	78,243	1,547,225
EX20 - Materials & Supplies	11,611	10,694	10,694	10,394
EX30 - Services and Charges	703,490	1,437,629	1,437,629	920,913
EX39 - Cost Allocation	(2,695,542)	(3,269,796)	(3,269,796)	(3,269,796)
EX40 - Maintenance	6,871	23,458	23,458	23,458
EX50 - Debt Service	302,462	0	0	0
EX70 - Transfers to Outside Entities	1,764,046	1,818,132	1,818,132	1,862,203
EX80 - Capital	2,570,144	327,988	327,988	23,569
EX90 - Miscellaneous	274	0	0	0
EX95 - Non-Operating Interest	46,201	0	0	0
EX96 - Operating Transfers Out	768,810	5,719,858	5,719,858	211,000
Total	3,478,367	6,146,206	6,146,206	1,328,966
1010.110.1100 - Chief Financial Officer Program:				
EX10 - Personnel Services	352,519	372,810	372,810	378,857
EX20 - Materials & Supplies	2,347	465	465	465
EX30 - Services and Charges	8,110	10,695	10,695	10,695
Total	362,976	383,970	383,970	390,017
1010.120.1210 - Human Resource Operations Program:				
EX10 - Personnel Services	640,454	722,801	722,801	707,966
EX20 - Materials & Supplies	19,469	8,292	8,292	6,292
EX30 - Services and Charges	4,689	27,865	27,865	18,365
EX40 - Maintenance	0	500	500	0
Total	664,613	759,458	759,458	732,623

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.120.1220 - Employee Benefits/Services Program:				
EX10 - Personnel Services	410,407	536,792	536,792	616,000
EX20 - Materials & Supplies	0	42,050	42,050	50
EX30 - Services and Charges	195,509	421,529	421,529	259,640
EX40 - Maintenance	59,021	69,216	69,216	73,065
Total	664,937	1,069,587	1,069,587	948,755
1010.131.1310 - Accounting & Audit Program:				
EX10 - Personnel Services	1,098,548	1,108,839	1,108,839	1,131,560
EX20 - Materials & Supplies	15,195	20,000	20,000	9,500
EX30 - Services and Charges	49,505	62,166	62,166	72,293
EX40 - Maintenance	0	1,000	1,000	1,000
Total	1,163,248	1,192,005	1,192,005	1,214,353
1010.133.1330 - Budget & Information Management Program:				
EX10 - Personnel Services	335,621	416,896	416,896	446,782
EX20 - Materials & Supplies	5,361	3,849	3,849	3,849
EX30 - Services and Charges	8,252	10,457	10,457	10,457
EX40 - Maintenance	32	38	38	38
Total	349,267	431,240	431,240	461,126
1010.140.1410 - General Maintenance Program:				
EX10 - Personnel Services	592,345	647,293	647,293	683,935
EX20 - Materials & Supplies	23,546	25,285	25,285	24,957
EX30 - Services and Charges	29,671	35,652	35,652	30,652
EX33 - Motorpool	16,175	23,962	23,962	25,237
EX40 - Maintenance	44,645	40,152	40,152	53,652
Total	706,383	772,344	772,344	818,433
1010.140.1420 - Janitorial Program:				
EX10 - Personnel Services	360,080	408,646	408,646	398,726
EX20 - Materials & Supplies	36,088	42,094	42,094	40,094
EX30 - Services and Charges	34,390	45,670	45,670	45,670
EX40 - Maintenance	492	400	400	400
Total	431,050	496,810	496,810	484,890

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.160.1610 - Purchasing Program:				
EX10 - Personnel Services	411,357	433,410	433,410	440,350
EX20 - Materials & Supplies	2,697	4,240	4,240	4,240
EX30 - Services and Charges	30,390	51,059	51,059	51,059
EX50 - Debt Service	19,260	0	0	0
Total	463,703	488,709	488,709	495,649
1010.170.1710 - Information Technology Program:				
EX10 - Personnel Services	1,293,430	1,579,584	1,579,584	1,614,303
EX20 - Materials & Supplies	26,329	36,176	36,176	32,523
EX30 - Services and Charges	434,705	530,816	530,816	561,455
EX33 - Motorpool	15,743	15,997	15,997	18,633
EX40 - Maintenance	541,668	613,750	613,750	643,450
Total	2,311,875	2,776,323	2,776,323	2,870,364
1010.170.1720 - GIS Program:				
EX10 - Personnel Services	450,817	507,452	507,452	506,977
EX20 - Materials & Supplies	1,587	1,750	1,750	2,750
EX30 - Services and Charges	14,988	15,220	15,220	17,220
EX33 - Motorpool	913	1,208	1,208	1,510
EX40 - Maintenance	557	61,850	61,850	61,850
EX50 - Debt Service	55,281	0	0	0
Total	524,143	587,480	587,480	590,307
1010.200.2900 - Police Support Services Program:				
EX10 - Personnel Services	3,245,896	3,779,605	3,779,605	3,824,053
EX20 - Materials & Supplies	121,476	117,858	117,858	113,103
EX30 - Services and Charges	635,118	795,705	795,705	810,541
EX33 - Motorpool	12,603	13,411	13,411	15,584
EX40 - Maintenance	255,918	345,138	345,138	355,201
EX96 - Operating Transfers Out	232,716	383,510	383,510	398,151
Total	4,503,727	5,435,227	5,435,227	5,516,633

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.200.2920 - Police Projects Program:				
EX10 - Personnel Services	437,089	2,031,152	2,031,152	0
EX20 - Materials & Supplies	277,752	152,041	152,041	0
EX30 - Services and Charges	159,332	386,185	386,185	0
EX33 - Motorpool	15,137	0	0	0
EX70 - Transfers to Outside Entities	14,804	75,628	75,628	0
EX80 - Capital	207,997	302,572	302,572	0
Total	1,112,111	2,947,578	2,947,578	0
1010.200.2940 - Police Patrol Program:				
EX10 - Personnel Services	14,763,248	17,200,091	17,200,091	17,239,708
EX20 - Materials & Supplies	378,299	491,387	491,387	414,198
EX30 - Services and Charges	571,998	518,093	518,093	495,624
EX33 - Motorpool	913,345	1,207,340	1,207,340	1,203,133
EX40 - Maintenance	57,226	55,921	55,921	55,776
Total	16,684,115	19,472,832	19,472,832	19,408,439
1010.260.2600 - Central Dispatch Program:				
EX10 - Personnel Services	1,825,904	2,041,218	2,041,218	2,308,123
EX20 - Materials & Supplies	11,161	10,650	10,650	10,650
EX30 - Services and Charges	334,037	117,551	117,551	108,251
EX33 - Motorpool	22,567	22,362	22,362	29,602
EX40 - Maintenance	21,386	142,437	142,437	57,737
Total	2,215,055	2,334,218	2,334,218	2,514,363
1010.300.3010 - Fire Prevention Program:				
EX10 - Personnel Services	1,011,385	999,795	999,795	1,098,025
EX20 - Materials & Supplies	57,359	53,175	53,175	36,710
EX30 - Services and Charges	13,175	18,475	18,475	18,475
EX33 - Motorpool	53,358	64,492	64,492	71,016
Total	1,135,278	1,135,937	1,135,937	1,224,226

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.300.3020 - Fire Operations Program:				
EX10 - Personnel Services	14,732,441	15,031,751	15,031,751	15,484,237
EX20 - Materials & Supplies	240,481	333,011	333,011	381,645
EX30 - Services and Charges	861,168	1,051,240	1,051,240	995,532
EX33 - Motorpool	455,299	497,076	497,076	649,210
EX40 - Maintenance	229,454	195,272	195,272	297,272
EX96 - Operating Transfers Out	0	35,941	35,941	0
Total	16,518,844	17,144,291	17,144,291	17,807,896
1010.300.3030 - Fire Training Program:				
EX10 - Personnel Services	553,665	479,887	479,887	563,479
EX20 - Materials & Supplies	31,248	31,622	31,622	30,752
EX30 - Services and Charges	20,507	27,000	27,000	27,000
EX33 - Motorpool	20,474	22,666	22,666	27,883
EX40 - Maintenance	0	1,000	1,000	0
Total	625,894	562,175	562,175	649,114
1010.300.3040 - Fire Hazardous Materials Program:				
EX20 - Materials & Supplies	17,782	18,002	18,002	12,036
EX30 - Services and Charges	6,912	19,173	19,173	8,039
EX33 - Motorpool	17,797	21,577	21,577	22,305
EX40 - Maintenance	1,641	3,000	3,000	3,000
Total	44,132	61,752	61,752	45,380
1010.520.0710 - Arts and Culture Program:				
EX10 - Personnel Services	117,592	144,498	144,498	157,590
EX20 - Materials & Supplies	30	6,950	6,950	200
EX30 - Services and Charges	144,011	175,458	175,458	174,258
Total	261,633	326,906	326,906	332,048

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.520.5210 - Swimming Pool Program:				
EX10 - Personnel Services	98,346	119,378	119,378	125,887
EX20 - Materials & Supplies	22,193	28,351	28,351	51,101
EX30 - Services and Charges	41,585	48,888	48,888	54,844
EX40 - Maintenance	5,090	5,884	5,884	5,884
Total	167,215	202,501	202,501	237,716
1010.520.5220 - Parks Admin/Rec Programs Program:				
EX10 - Personnel Services	843,564	984,309	984,309	1,021,635
EX20 - Materials & Supplies	93,336	107,592	107,592	117,992
EX30 - Services and Charges	256,680	293,260	293,260	327,282
EX33 - Motorpool	12,827	15,013	15,013	16,660
Total	1,206,407	1,400,174	1,400,174	1,483,569
1010.520.5250 - Lake Maintenance Program:				
EX20 - Materials & Supplies	0	5,066	5,066	5,008
EX30 - Services and Charges	73,374	83,388	83,388	85,185
EX40 - Maintenance	6,094	7,236	7,236	7,236
Total	79,469	95,690	95,690	97,429
1010.520.5260 - Parks Maintenance Program:*				
EX10 - Personnel Services	542,575	0	0	0
EX20 - Materials & Supplies	147,982	0	0	0
EX30 - Services and Charges	559,509	0	0	0
EX33 - Motorpool	184,642	0	0	0
EX39 - Cost Allocation	(8,094)	0	0	0
EX40 - Maintenance	287,911	0	0	0
EX80 - Capital	48,555	0	0	0
Total	1,763,080	0	0	0

*Changed division code in 2024.

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.520.5280 - Yvonne Richardson Community Ctr Program:				
EX10 - Personnel Services	290,642	340,453	340,453	343,010
EX20 - Materials & Supplies	15,094	21,687	21,687	23,209
EX30 - Services and Charges	77,581	131,254	131,254	63,233
EX33 - Motorpool	2,177	1,565	1,565	1,688
EX40 - Maintenance	738	4,500	4,500	4,500
Total	386,232	499,459	499,459	435,640
1010.521.5260 - Parks Maintenance Program:*				
EX10 - Personnel Services	0	737,740	737,740	767,090
EX20 - Materials & Supplies	0	172,848	172,848	172,346
EX30 - Services and Charges	0	870,990	870,990	787,076
EX33 - Motorpool	0	226,959	226,959	242,836
EX39 - Cost Allocation	0	(9,680)	(9,680)	(9,680)
EX40 - Maintenance	0	330,404	330,404	333,600
EX80 - Capital	0	9,000	9,000	0
Total	0	2,338,261	2,338,261	2,293,268
1010.610.6100 - Public Works Director Program:				
EX10 - Personnel Services	192,059	204,266	204,266	207,823
EX30 - Services and Charges	931	4,367	4,367	4,367
Total	192,990	208,633	208,633	212,190
1010.620.6200 - Development Services Director Program:				
EX10 - Personnel Services	331,720	402,154	402,154	376,968
EX20 - Materials & Supplies	1,184	10,250	10,250	850
EX30 - Services and Charges	4,669	8,050	8,050	37,776
Total	337,574	420,454	420,454	415,594

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.621.6220 - Eng Operations & Admin Program:				
EX10 - Personnel Services	830,487	1,046,046	1,046,046	1,084,983
EX20 - Materials & Supplies	23,070	27,826	27,826	45,121
EX30 - Services and Charges	57,307	65,109	65,109	102,609
EX33 - Motorpool	11,360	11,016	11,016	12,169
EX40 - Maintenance	0	230	230	230
Total	922,223	1,150,227	1,150,227	1,245,112
1010.621.6230 - Engineering Land Acquisition Program:				
EX10 - Personnel Services	53,182	71,552	71,552	74,219
EX30 - Services and Charges	25	850	850	850
Total	53,207	72,402	72,402	75,069
1010.621.6240 - Engineering Public Construction Program:				
EX10 - Personnel Services	385,645	458,637	458,637	462,515
EX20 - Materials & Supplies	17,548	12,487	12,487	12,990
EX30 - Services and Charges	2,100	3,275	3,275	3,275
EX33 - Motorpool	29,933	32,486	32,486	38,479
Total	435,226	506,885	506,885	517,259
1010.630.6300 - Development Review Program:				
EX10 - Personnel Services	586,848	653,416	653,416	653,294
EX20 - Materials & Supplies	13,426	11,411	11,411	10,909
EX30 - Services and Charges	11,682	35,381	35,381	35,381
EX33 - Motorpool	10,355	11,050	11,050	12,405
Total	622,310	711,258	711,258	711,989
1010.630.6305 - Planning Commission Program:				
EX10 - Personnel Services	43,598	43,599	43,599	43,599
EX30 - Services and Charges	1,501	3,739	3,739	2,395
Total	45,100	47,338	47,338	45,994

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.631.6310 - Sustainability & Resilience Program:				
EX10 - Personnel Services	278,296	277,062	277,062	282,004
EX20 - Materials & Supplies	690	3,900	3,900	3,900
EX30 - Services and Charges	115,353	214,284	214,284	230,141
Total	394,338	495,246	495,246	516,045
1010.634.6340 - Long Range Planning Program:				
EX10 - Personnel Services	201,564	214,859	214,859	218,673
EX20 - Materials & Supplies	258	4,400	4,400	3,900
EX30 - Services and Charges	4,022	5,256	5,256	7,756
Total	205,844	224,515	224,515	230,329
1010.640.6400 - Building Safety Program:				
EX10 - Personnel Services	953,494	1,271,727	1,271,727	1,307,126
EX20 - Materials & Supplies	20,097	79,765	79,765	24,432
EX30 - Services and Charges	48,726	99,343	99,343	83,043
EX33 - Motorpool	39,037	48,799	48,799	62,941
Total	1,061,355	1,499,634	1,499,634	1,477,542
1010.642.6420 - CR Admin/Planning Program:				
EX10 - Personnel Services	212,118	222,561	222,561	226,227
EX20 - Materials & Supplies	3,285	1,450	1,450	700
EX30 - Services and Charges	9,670	16,212	16,212	16,212
EX33 - Motorpool	1,466	1,193	1,193	0
Total	226,539	241,416	241,416	243,139

Appendix 1 *(cont.)*

General Fund 2025 Operating Budget (Category Summary)

estimated as of 09/01/2024

	Actual 2023	Budgeted 2024	Estimated 2024	Budgeted 2025
1010.671.2710 - Animal Patrol/Emergency Response Program:				
EX10 - Personnel Services	423,285	429,953	429,953	455,441
EX20 - Materials & Supplies	30,183	25,046	25,046	21,105
EX30 - Services and Charges	10,598	13,422	13,422	13,422
EX33 - Motorpool	58,280	61,114	61,114	64,942
EX40 - Maintenance	0	1,460	1,460	1,460
Total	522,345	530,995	530,995	556,370
1010.671.2720 - Animal Shelter Program:				
EX10 - Personnel Services	392,327	453,237	453,237	522,525
EX20 - Materials & Supplies	23,321	25,551	25,551	28,851
EX30 - Services and Charges	58,483	73,777	73,777	74,361
EX40 - Maintenance	7,966	11,656	11,656	11,656
Total	482,097	564,221	564,221	637,393
1010.671.2730 - Veterinarian/Clinic Program:				
EX10 - Personnel Services	181,735	199,093	199,093	201,799
EX20 - Materials & Supplies	69,031	65,837	65,837	65,837
EX30 - Services and Charges	2,837	3,360	3,360	3,360
EX40 - Maintenance	0	450	450	450
Total	253,603	268,740	268,740	271,446
1010.671.2740 - Animal Services Projects Program:				
EX20 - Materials & Supplies	13,558	38,599	38,599	0
EX30 - Services and Charges	9,513	20,198	20,198	0
EX40 - Maintenance	15,257	68,800	68,800	0
EX80 - Capital	0	2,534	2,534	0
Total	38,328	130,131	130,131	0
Budget Total	$ 70,184,203	$ 83,578,826	$ 83,578,826	$ 77,360,000