

City of Fayetteville Item Review Form

2014-0066

Legistar File Number

02/18/2014

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

Jeremy Pate *JP*

Submitted By

Development Services

Department

Action Required:

A resolution authorizing Mayor Jordan to apply for and accept a 50/50 matching grant from the Walton Family Foundation and enter into a \$3,000,000 purchase contract agreement with Chambers Bank to acquire 328 acres of "Mt. Kessler" as described herein, to support a land donation of 48 acres for future parkland credit, to trade land for like property and trail easement, and to approve a budget adjustment.

Does this item have a cost?  Yes

\$1,600,000.00

Cost of this request

Category or Project Budget

Kessler Mt. Acquisition

Program or Project Name

4470.9470.5805.00

Account Number

Funds Used to Date

Land acquisition

Program or Project Category

14013.1

Project Number

-\$1,600,000.00

Remaining Balance

4470 - Sales Tax Capital

Fund Name

Budgeted Item?  No

Budget Adjustment Attached?  Yes

02-05-14 11:27 RCVD V20130812

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Comments:

*JP*  
*Feb 5, 2014*  
*Paul a. Beck Feb. 6, 2014*  
*Jim Man 2/6/14*  
*Lucy J...*  
**ENTERED**  
*2/18/14 JB*



THE CITY OF FAYETTEVILLE, ARKANSAS  
DEPARTMENT CORRESPONDENCE

[www.accessfayetteville.org](http://www.accessfayetteville.org)

## CITY COUNCIL AGENDA MEMO

---

**To:** Mayor Jordan, City Council

**Thru:** Don Marr, Chief of Staff *DM*

**From:** Jeremy Pate, Director of Development Services *J.P.*

**Date:** February 04, 2014

**Subject:** Mt. Kessler Acquisition

---

### **RECOMMENDATION:**

The City Staff recommends that the City Council authorize Mayor Jordan to formally apply for and accept a 50/50 matching grant from the Walton Family Foundation, subject to the terms described herein; enter into a contract agreement with Chambers Bank to purchase approximately 328 acres of Mt. Kessler for \$3,000,000; support the acceptance of a donation of approximately 48 acres of Mt. Kessler to be banked for future parkland dedication credit within the park quadrant, and trade approximately 38 "remnant" acres of the original 200-acre regional park for like/equal to acreage adjacent to regional park land.

### **BACKGROUND:**

Mt. Kessler has been identified through multiple organizations and individuals as a gem in the City worthy of preservation. The property is situated adjacent to both the City's 200-acre future regional park for active sports activities and an existing network of properties that have been designated for conservation and trail activities. It is entirely within the City of Fayetteville's municipal limits, located in southwest Fayetteville. Mt. Kessler can currently be accessed via W. Kessler Mountain Road, west of I-540, or via hiking and biking trail from Smokehouse Trail, south of Hwy 62 West. The property is currently owned by Chambers Bank, and there are no active uses of the property other than outdoor recreation.

Mt. Kessler has a rich history of settlement from the mid 1800's and has a unique advantage of being a property that exists today without much change from that time period. Blessed with an abundance of native flora and fauna, stands of native old-growth Ozark tree species, rock outcroppings, significant view sheds, changes in topography and ecosystem, the property is a perfect opportunity for citizens from the region and beyond to engage in discovery of the Ozark forest, for both recreational and educational opportunities.

After several discussions with Frank Sharp of the Mount Kessler Greenways Advocates and representatives John Coleman and Bob Caulk of the Fayetteville Natural Heritage Association, who have been advocating for the preservation of Mt. Kessler for some time, the City began conversations with the Walton Family Foundation to gauge their interest in a grant opportunity for the acquisition of the approximately 376-acre Mt. Kessler property generally west of the City's Regional Park, in an effort to permanently place this asset in the public domain. Our vision is to utilize already forged partnerships with the Mt. Kessler Greenways Advocates, Fayetteville Natural Heritage Association, Ozark Off-Road Cyclists, the International Mountain Bicycling

Association, the University of Arkansas, Fayetteville Public Schools and others to develop programs at Mt. Kessler that emphasize and expand upon established outdoor recreation in the form of mountain biking, hiking, and nature study. We plan to use these relationships to continue the design, development, expansion and long-term maintenance of the Mt. Kessler Trail system for recreational use; to foster working outdoor classrooms and laboratory spaces for use by the University and surrounding schools; to provide for the study of native Arkansas flora, fauna and geologic rock formations; to promote awareness of watershed and natural resource preservation; and to provide places for healthy, active lifestyles for future generations' wellbeing. Our goal is to promote stewardship of this land in a responsible manner, and to preserve it for use by citizens of Northwest Arkansas in years to come.

It is important to note that current entitlement affords the property owner to market, sell and develop the property being described. The proximity of Mt. Kessler to Fayetteville's future Regional Park is fortuitous, and is a major reason that this acquisition makes sense for the City at this time. Expanding the City's highly programmed active recreational space to include another 376 acres of natural active and passive open space creates a place unlike many others in the region or state. In addition, the property acquisition allows for necessary connectivity for the City's multi-use trail system, part of the network of trails developing throughout Fayetteville and Northwest Arkansas that will provide access to the Regional Park and Mt. Kessler for cyclists and pedestrians from throughout the region. The provision of access and amenities by way of the developing Regional Park and Fayetteville Alternative Transportation network creates almost 600 acres of parkland that will be a legacy acquisition.

**PROPOSAL:**

**Buyer:** The City has obtained approval from the Walton Family Foundation to formally apply for and accept a grant of up to \$1.5 million in purchasing the Mt. Kessler property. Formal application for the grant with a matching financial commitment requires Council approval in the form of a Resolution, part of the action requested here. As the City has experienced in the past, Foundation grants are based upon Output and Outcome Performance Measures, which describe the overall terms of the grant that the City must accept in order to access the grant funds. More fully described in the attached letter from Buddy Philpot, Executive Director of the Walton Family Foundation, the general terms are as follows:

*Output Performance Measures:*

- The purpose of the grant is to support the City in our efforts to acquire the 376-acre Mt. Kessler property and permanently place this asset and its mountain biking trails in the public domain.
- The Foundation will grant the City up to \$1,500,000 with a matching contribution from the City once the City has applied for and acknowledged the terms and conditions of the grant
- The City must execute a real estate purchase contract by April 15, 2014 and take ownership no later than April 30, 2014
- The City must outline a plan and process for permanently placing the 376 acres in the public domain and preservation as greenspace by April 30
- The City must commit to maintaining and operating all current and future trails to specific standards as outlined in the grant agreement by April 30
- The City will establish a baseline of trail usage within 30 days of acquisition and collect trail use data for no less than six months following in accordance with referenced methodologies

*Outcome Performance Measures:*

- The City will provide evidence of match funding in the amount of up to \$1,500,000 by April 30
- The City will establish a publically accessible trailhead allowing access to the trailheads on the 376 acres within 90 days of officially acquiring the property
- Targets for trail usage will be established from the baseline data gathered, and the intent is for usage to increase in the six months following initial measurement.

The City, by Resolution, would agree to these terms in order to receive the grant and acquire the property. The City would be willing to own and permanently maintain the property as public park property, within a permanent greenspace area. All contract documents and deeds would be produced and a closing scheduled before a deadline of March 31, 2014. Matt Mihalevich, the City's Trails Coordinator, is familiar with the trail standards and specifications, and the City would utilize working relationships with various groups identified herein to ensure we meet these standards. Finally, the City would provide a public trailhead access within 90 days, with a more fully developed permanent trailhead and access to be provided within the adjacent Regional Park as it is constructed. We are requesting City Council approval to reserve funds to purchase the property, and will evaluate any other maintenance, programming and operational costs through the CIP or annual budget.

The City has had wonderfully productive relationships with a number of the individuals and entities that have a vested interest in securing this property for permanent public use as outdoor recreation, educational and research space. The Fayetteville Natural Heritage Association (FNHA) is one such group. Through very productive conversations with Bob Caulk and John Coleman, both of whom are on the Board of Directors, the FNHA has committed to raising \$300,000 over three years toward the purchase of the property, thereby offsetting a portion of this initial cost for purchase and physical improvements required. This commitment is being recognized as a separate agenda item, but is an important component of the acquisition.

**Seller:** For several months, the City has been in discussions with Chambers Bank representatives about the feasibility of purchasing some or all of this property. Initially, the asking price based on most recent appraisals was out of reach. However, through creative problem-solving and negotiation, the City staff feels a very good compromise has been reached that benefits the current owner of the property, whose intent is to sell for development portions of the property, and taxpayers, who will ultimately benefit from an almost 600-acre regional park property. Chambers Bank has been very good to work with, and the staff must express our gratitude to Mr. John Chambers III, Chairman of Chambers Bank, Hunter Haynes of HCH Consulting, Inc., and JR Meeks of Chambers Bank for being very willing to discuss options for the city to acquire this property. The terms of the purchase are also outlined in a letter of commitment attached, and will be included in a contract for purchase where they are not approved directly by City Council resolution.

- Chambers Bank agrees to sell approximately 328 acres for \$3,000,000
- Chambers Bank agrees to donate approximately 48 acres to be banked for future parkland credit, in accordance with city ordinance
- The City would agree to trade certain "island" portions of the original 200-acre regional park that Chambers Bank donated to the City several years ago, as more fully depicted in the attached map. This trade would include credit for a multi-use trail easement as generally depicted on the same map.

THE CITY OF FAYETTEVILLE, ARKANSAS

---

- Planned multi-use trails connecting the Mt. Kessler property and Regional Park would not be constructed across the Chambers property until connecting trails were also under construction, and the City would work with any developer to allow crossing of the trail with streets, utilities, etc.
- The City would agree to erect signage along a common property line indicating “park boundary” and the existence of private property, upon which trespassing was not permitted
- The consummation of the purchase would need to occur no later than March 31, 2014

The City finds these terms are reasonable and in the favor of the citizens of the City of Fayetteville, given the permanent protection of mountain biking/hiking trails within the greenspace of Mt. Kessler and all of the opportunities that will be possible for the enjoyment of this unique natural resource.

The City is very interested in acquiring this important property for future generations, and support from the Walton Family Foundation is a pivotal element in doing so. We believe that the addition of this property as a public asset enhances the quality of life for residents of Northwest Arkansas by providing a unique venue for healthy outdoor recreation and wellness activities in the form of nature trails for hiking and biking; for childhood to college education through environmental programs; and for the preservation of open space and protection of watershed and natural resources. Together, we believe these elements fit the goals of CityPlan 2030, most particularly in assembling an enduring green network, and will undoubtedly place Fayetteville and Northwest Arkansas in a place to continue to retain and attract talent to the region because of our quality of life reputation.

**BUDGET IMPACT:**

The overall budget for this acquisition is \$3,100,000. The initial investment to purchase the described 376 acres requires \$1,500,000 from the city, from Fund Reserve, and a matching grant from \$1,500,000 is being recognized from the Walton Family Foundation. One of the grant terms requires construction of a public trailhead within 90 days of the property acquisition, the specific location of which has yet to be determined. Staff estimates that a maximum of \$100,000 should cover the cost of this physical improvement. With the commitment from the FNHA, a total of \$300,000 will be deposited back into the reserve fund over the next three years, similar to other partnerships between the City and FNHA in previous greenspace acquisitions. These funds will help offset the \$1,600,000 that the City is pulling from reserves.

At the direction of the Mayor, the staff will work together, along with agencies interested in the mountain-biking trail system, to identify operational, maintenance and programming expansion costs; it is our intent to hold these costs to minimal levels and use area partners as much as possible, as the primary purpose of the Mt. Kessler purchase is to preserve and enhance the mountain-biking/hiking trail system and the surrounding greenspace so that generations to come can enjoy the same experience as previous ones have.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO APPLY FOR AND ACCEPT A 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,500,000.00, TO USE THIS GRANT AND \$1,600,000.00 OUT OF RESERVES TO PURCHASE ABOUT 328 ACRES OF MT. KESSLER FROM CHAMBERS BANK AND TO BUILD A TRAILHEAD, TO APPROVE A LAND SWAP WITH CHAMBERS BANK, TO SUPPORT A PARKLAND DEDICATION OF ABOUT 48 ACRES FOR FUTURE PARKLAND CREDIT AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

**WHEREAS**, the City of Fayetteville has a unique opportunity to work with the Walton Family Foundation, Fayetteville Natural Heritage Association and Chambers Bank to acquire and preserve 376 acres of Mt. Kessler for \$3,000,000.00 and parkland dedication so that the Regional Park will grow to almost 600 contiguous acres of amenities running the gamut from developed sports fields to mountain biking and nature trails; and

**WHEREAS**, the City will also need to spend about \$100,000.00 from reserves to develop a public trailhead for the many nature, hiking, biking and recreational trails already established and to be established and enhanced as part of the Regional Park.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the City of Fayetteville application for the 50/50 matching grant with the Walton Family Foundation, extends its deepest appreciation and gratitude to the Walton Family Foundation for this grant, agrees to accept and match this \$1.5 million donation with City funds from reserves, agrees to use this Three Million Dollars to purchase about 328 acres from Chambers Bank, agrees to build the public trailhead for about \$100,000.00 from reserves and authorizes Mayor Jordan to sign all necessary documents and agreements necessary to accomplish this grant, purchase and project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to support and recommend that the Fayetteville Planning Commission accept a parkland dedication of about 48 acres by Chambers Bank to be used for future parkland credit.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby agrees to swap those parcels of City land with Chambers Bank for the Chambers Bank parcels and trail easements all as identified on the map attached to this Resolution as Exhibit A.

**Page 2**  
**Resolution No.**

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Budget Adjustment recognizing grant revenue of \$1.5 million from the Walton Family Foundation and expenditures of \$3.1 million for purchase of the Mt. Kessler property and construction on the trailhead.

**PASSED** and **APPROVED** this 18<sup>th</sup> day of February, 2014.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

**City of Fayetteville, Arkansas  
Budget Adjustment Form**

<b>Budget Year</b> 2014	Division: Development Services Department: Development Services	<b>Request Date</b> 2/18/2014	<b>Adjustment Number</b>
----------------------------	--	----------------------------------	--------------------------

**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

Requesting \$3,100,000 for the acquisition of Kessler Mountain. \$3,000,000 will be for the actual purchase and the remaining \$100,000 for matching grant requirements to build a trailhead.

\$1,600,000 of the funding will come from a General Fund transfer and \$1,500,000 will come from a Walton Family Foundation grant.

Prepared By	Legistar# / Date: 2014-0066 / 2/18/2014
	Legistar Title: <u>KESSLER_MOUNTAIN</u>
Division Head	Budget & Information Management Use Only
	Type:    A    B    C    D    E    P
Budget Director	General Ledger Date _____
	Posted to General Ledger    Initial    Date
	Checked / Verified    Initial    Date

TOTAL BUDGET ADJUSTMENT		4,700,000	4,700,000	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Land acquisition	4470.9470.5805.00	3,000,000		14013 . 1
Land acquisition	4470.9470.5805.00	100,000	-	14013 . 1
Transfer from General	4470.0947.6602.01		1,600,000	14013 . 1
Commercial grants	4470.0947.4305.00		1,500,000	14013 . 1
Transf to Cap Improvement	1010.6600.7602.47	1,600,000		57039 . 1401
Use of fund balance	1010.0001.4999.99		1,600,000	.



The  
WALTON FAMILY  
FOUNDATION

P.O. Box 2030 | Fayetteville | AR 72712-2030

February 4, 2014

Mayor Lionel Jordan  
City of Fayetteville  
113 W. Mountain  
Fayetteville, AR 72701

Re: Grant #2013-1037

Dear Mayor Jordan,

It is my pleasure to inform you that The Walton Family Foundation, Inc. (the "Foundation") has approved a grant of up to \$1,500,000.00 to the City of Fayetteville (the "Grantee"). This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is support the City of Fayetteville as they acquire approximately 376 acres located in southeast Fayetteville known as Mt. Kessler which lies adjacent to the City's 200 acre regional park currently under development. The purchase of this property from private ownership will permanently place this asset and its existing ~5-6 miles of single track mountain bike and hiking trails in the public domain. This grant is more fully described in Grantee's letter of interest dated August 28, 2013. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount:** Up to One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- Payable:** One payment in the amount of up to \$1,500,000.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein and satisfactory evidence of \$1,500,000 in matching commitments as well as an executed real estate purchase contract for the 376 acres. Matching commitments must be documented for the foundation by April 30, 2014. In the event the matching commitments are not documented by this deadline, all outstanding obligations of the Foundation will terminate.
- Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.  
  
(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.
- Reporting and Evaluation:** Grantee will provide the Foundation with an interim financial and narrative report by October 31, 2014 and a final financial and narrative report by May 31, 2015. These reports shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished

(including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Success will be measured against the outputs and outcomes described below.

All reports will be sent electronically to [HomeRegion@wffmail.com](mailto:HomeRegion@wffmail.com). If you have questions relative to reporting, please contact Janet Post, Home Region Focus Coordinator, 479-464-1576, email [jpost@wffmail.com](mailto:jpost@wffmail.com). Please reference Grant #2013-1037 on all reports submitted.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** The Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(i) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(ii) Grantee fails to comply with the terms of this letter; or

(iii) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors, officers, employees or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity

to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.

11. **Contact:** For all communications regarding the grant, your point of contact at the Foundation will be Program Officer, Ryan Hale. He can be contacted via phone or email as follows: Telephone number (479) 464-1579, Fax number (479) 464-1580 and Email rhale@wffmail.com.

We have enclosed two original grant letters. Please sign one copy as Grantee's acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self-addressed envelope. If the signed acknowledgment of this letter is not received in the Foundation's office by February 28, 2014, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,



Buddy D. Philpot  
Executive Director

ACKNOWLEDGED AND AGREED

By: \_\_\_\_\_ (Date)  
Lioneld Jordan  
City of Fayetteville



Appendix A: City of Fayetteville  
Purchase & Preserve Mt. Kessler in Fayetteville

Output Performance Measures:

- The City will execute a real estate contract for the purchase of 376 acres known as Mt. Kessler by April 15, 2014 as evidenced by submission of executed contract.
- The City will fully acquire and take ownership of the property by April 30, 2014 as evidenced by deed.
- The City will provide an outline of its plan and process for permanently placing the 376 acres in the public domain and permanent preservation as greenspace in perpetuity by April 30, 2014.
- The City will sign an agreement to commit to maintain and operate all current and future trails on Mt. Kessler to the same standards as outlined in the Razorback Regional Greenway operations and management plan as well as the guidelines listed in the IMBA “Guide to Sweet Single-track” and “Managing Mountain Biking” handbooks by April 30, 2014, as evidenced by a letter signed by Mayor Lioneld Jordan.
- The City will sign an agreement to commit to establish a trailhead that will create access to the trail system at Mt. Kessler through city owned or controlled property by April 30, 2014, as evidenced by a letter signed by Mayor Lioneld Jordan.
- The City will establish a baseline of trail usage for the single track trails located on Mt. Kessler using the methodology developed by ALTA Planning + Design Consultants. Measurement will commence within 30 days of acquisition and will be collected for no less than six months.

Outcome Performance Measures:

- The City will provide evidence of match funding in the amount of up to \$1.5 million by April 30, 2014 as evidenced by program records.
- The City will establish a publicly accessible trailhead allowing access to trails on the 376 acres within 90 days of officially acquiring the property as evidenced by program records.
- General trail usage on the single track trails located on Mt. Kessler will increase in the six months following initial measurement. The baseline established during the first 6 months after completion will be used to set the target for the increase in trail usage. All targets will be subject to WFF input.



January 30, 2014

Don Marr  
Chief of Staff  
City of Fayetteville  
113 West Mountain Street  
Fayetteville, AR 72701

Dear Don:

It was a pleasure meeting with you and Jeremy last week. Based on our meeting and further discussions, please find the following to be the terms upon which Chambers Bank would agree to sell the Mt. Kessler area of the Southpass development to the city of Fayetteville:

- Chambers Bank would agree to sell 327.868 acres of the 375.618 acres for a purchase price of \$3,000,000.
- Chambers Bank would agree to donate 47.749 acres, the balance of the 375.618 acres, to the City of Fayetteville to be held for any future park land dedication requirements in that quadrant of the City.
- The City would trade certain portions of the 200 acres originally deeded to the City, including the "island portion" and the areas located along the North property line, to Chambers Bank in exchange for acreage located to the West of the road leading to the water towers along with a section adjacent to Sports complex area and Mt. Kessler Road as well the execution of a 25 foot Multi-Use Trail Easement in favor of the City of Fayetteville for a trail. The trail shall run along the unnamed streams within the 50 foot riparian stream bank protection area to the North to connect the future Shiloh Trail and to the South to connect to the Regional Park area. The location of said areas and trail would be mutually determined and agreed upon, and shall equal the same amount of acreage. Please see attached diagram to further explain this point.
- The City would agree to not construct the planned trails in the Multi-Use Trail Easement areas, until the connector trails were under construction.

Don Marr  
January 24, 2014  
Page 2

- The City would work with any developer to allow the crossing of any of the Multi-Use Trail Easement areas with roadways, utilities, etc. as were deemed necessary and in the best interest of development.
- The City would agree to erect signage, along common boundary lines, indicating the existence of private property and that trespassing was not allowed; the design and placement of said signage to be mutually agreed upon.
- The consummation of the proposed terms above shall be completed no later than March 31<sup>st</sup>.

It is my understanding that this project will require the City of Fayetteville City Council's approval in order for us to move forward with the execution of any contract. Upon behalf of me and my team, we look forward to working with you on this project and the continued success of the City of Fayetteville.

I have attached a diagram, which indicates the Mt Kessler area to be 375.618 acres, along with the acreage of the areas to be traded. Once again I enjoyed visiting with you both and look forward to working on this project. Upon review please let me know of any comments or questions you may have.

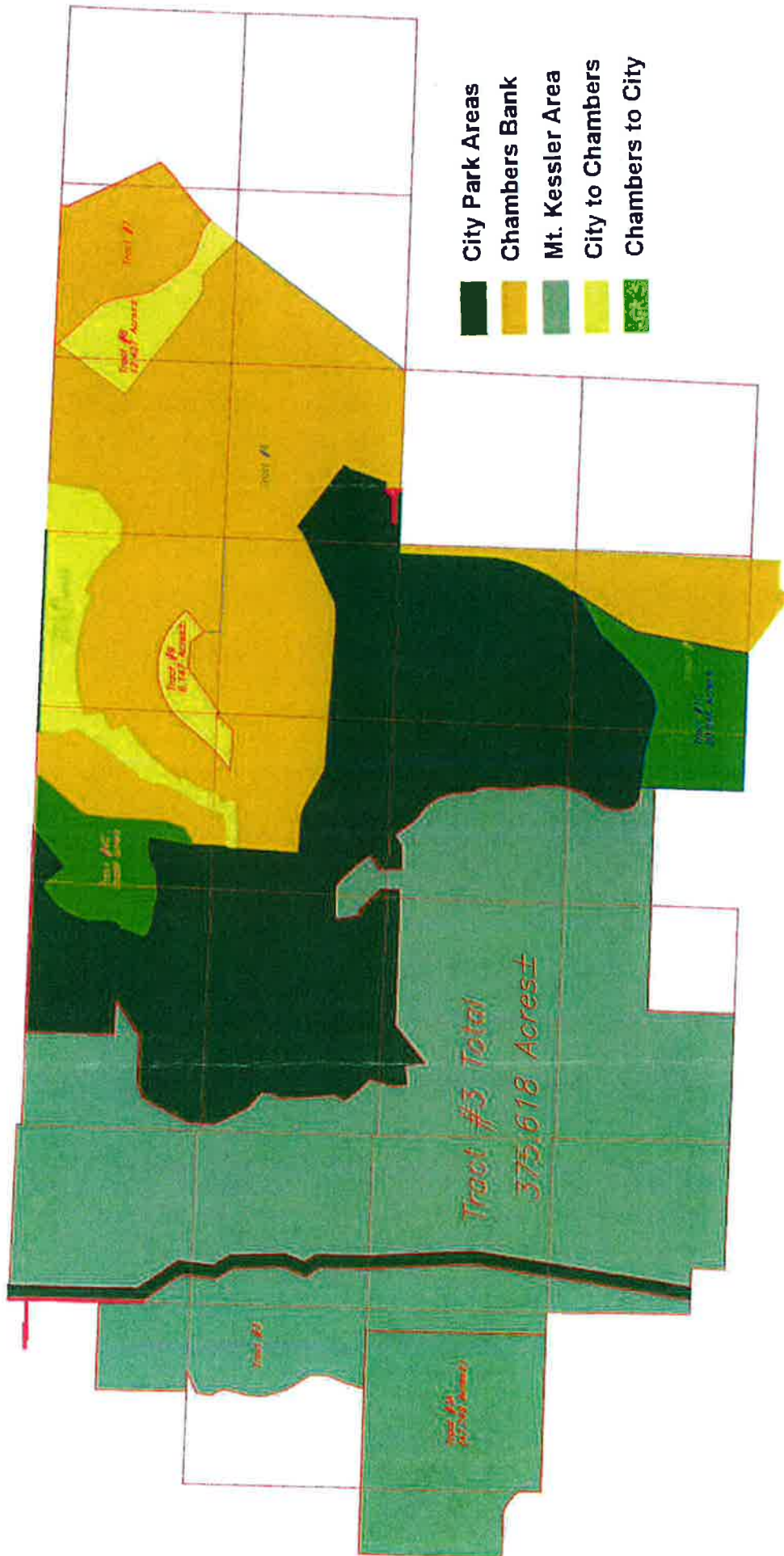
I look forward to hearing from you soon.

Sincerely,



John Ed Chambers III  
Chairman Chambers Bank

Enclosure







The Fayetteville Natural Heritage Association, Inc. is dedicated to conserving natural areas of Fayetteville and its environs for the benefit of present and future generations.

January 29, 2014

Lionel Jordan, Mayor  
City of Fayetteville  
113 West Mountain Street  
Fayetteville, AR 72701

Dear Mayor Jordan,

The establishment of a 387-acre Mount Kessler Reserve on the southwest corner of Fayetteville would protect a significant piece of regional green infrastructure while benefiting our community through environmental education, public recreation, public water supply protection, and wildlife habitat and ecosystem preservation. Two regional conservation planning initiatives led by FNHA identified Mount Kessler as a very high priority in establishing an enduring green network.

The Fayetteville Natural Heritage Association Board of Directors has committed to raising \$300,000 in three years toward the purchase of the Reserve by the City. This is identical to the commitment made toward the purchase of Mount Sequoyah Woods. Although it took five years to fulfill our commitment for the Mount Sequoyah purchase, we feel it can be accomplished in three years because FNHA is now an established organization with several significant accomplishments and Mr. Frank Sharp has built a very extensive Mount Kessler Advocates network.

Thank you for your continued support of FNHA priorities.

Sincerely,

Bob Caulk  
Chairman

P.O. Box 3635 Fayetteville, Arkansas 72702-3635  
[www.fayettevillenatural.org](http://www.fayettevillenatural.org)



**Goal 5: We will assemble an enduring green network.**

*"The Enduring Green Network connects people and nature through a mapped system of trails and green infrastructure. This network recognizes and assembles the ecological assets in Fayetteville that need to be preserved while providing a lasting connected corridor for wildlife. The strength, function and appreciation of the Enduring Green Network will develop over time as our community experiences these natural areas and distinct ecosystems." (Description based on public feedback during City Plan 2030 public input sessions.)*

The natural environment, and connections with the environment, is part of what makes Fayetteville special. Residents treasure the quality of life associated with living in a place that offers magnificent views and a variety of recreational opportunities. The natural environment of Fayetteville needs to be properly preserved and enhanced. The City of Fayetteville community needs to increase efforts to protect the natural landscape, increase parks and trails, and preserve long views across open green spaces.

A green network helps maintain the community character and quality of life that makes Fayetteville the great city that it is today, and contributes to the economic success and stability of the City. Fayetteville must compete with other cities in the region for population, jobs, and retail sales. It has a number of assets unavailable to the other cities including the University of Arkansas, the Walton Arts Center, Dickson Street, and an intact city core area that is improving and strengthening. One of Fayetteville's overwhelming differences from other cities is the character and quality of the environmental setting. As such, nurturing this setting is of economic benefit to the city, as a quality environment confers value and attracts residents who all get to share in the common amenity. If the City chooses unregulated development that strips away the natural setting or reserves pieces of it for only a select few, it will lose one of its advantages in the regional economic competition. Since this environment is one of the advantages that distinguish Fayetteville from other cities, it can be an important factor in marketing the unique quality of life to future residents and employers.

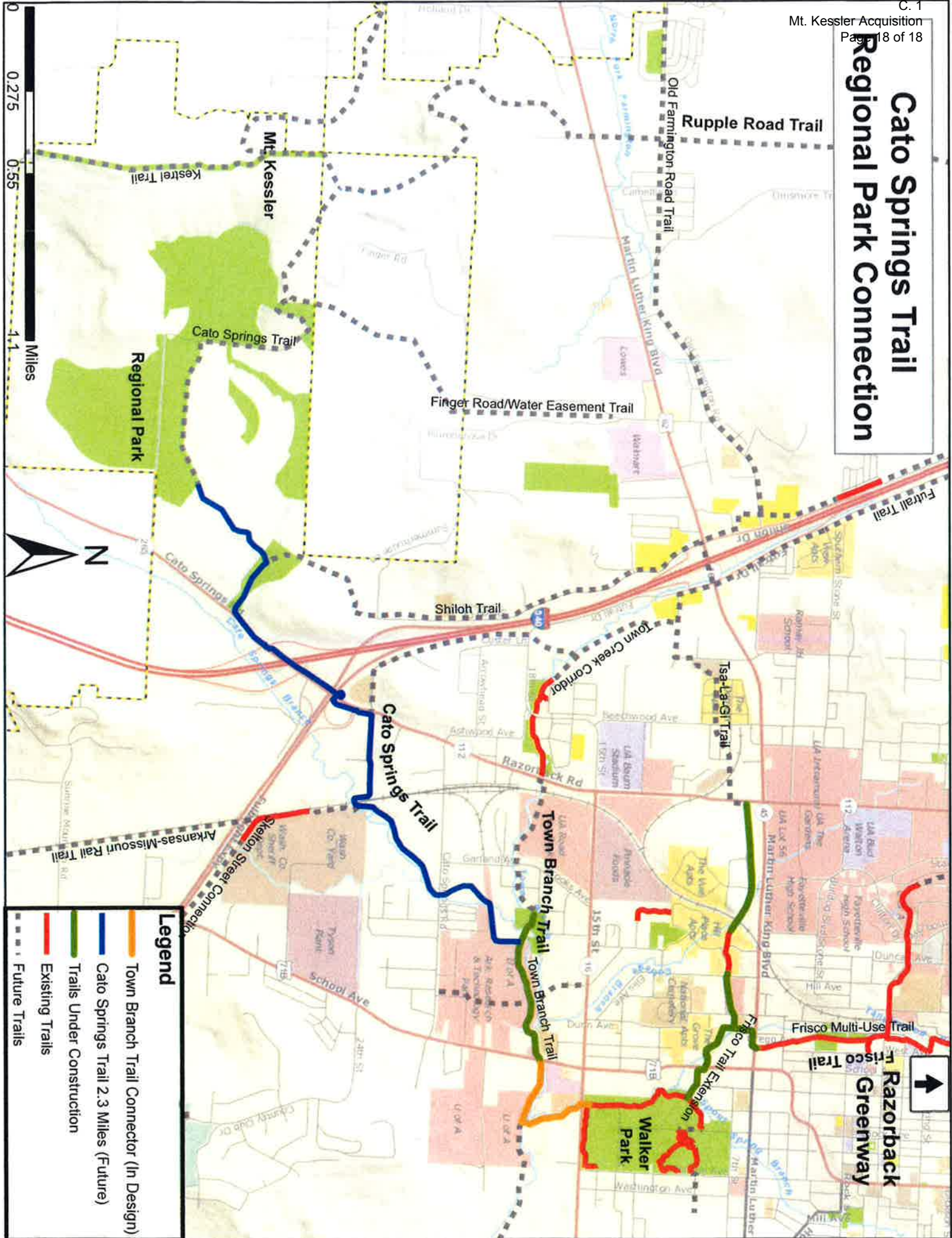


Fayetteville Natural Heritage Association  
Green Infrastructure Study





# Cato Springs Trail Regional Park Connection



## Legend

- Town Branch Trail Connector (1 in Design)
- Cato Springs Trail 2.3 Miles (Future)
- Trails Under Construction
- Existing Trails
- Future Trails

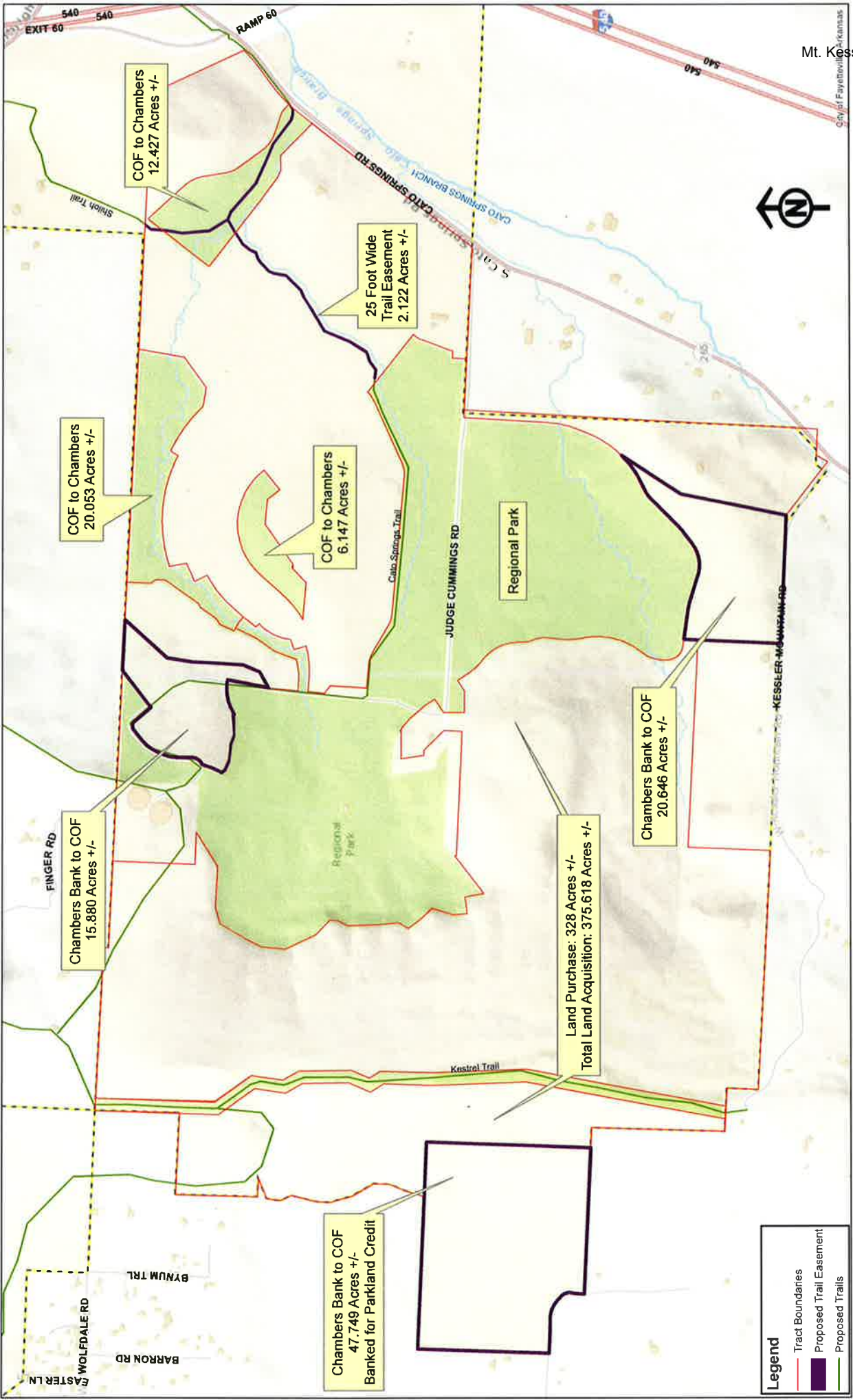
City of Fayetteville, Arkansas

FAYETTEVILLE

February 3rd, 2014



### Mt. Kessler / Regional Park



Chambers Bank to COF  
47,749 Acres +/-  
Banked for Parkland Credit

Chambers Bank to COF  
15,880 Acres +/-

COF to Chambers  
20,053 Acres +/-

COF to Chambers  
12,427 Acres +/-

COF to Chambers  
6,147 Acres +/-

28 Foot Wide  
Trail Easement  
2,122 Acres +/-

Land Purchase: 328 Acres +/-  
Total Land Acquisition: 375,618 Acres +/-

Chambers Bank to COF  
20,646 Acres +/-



RECEIVED

FEB 7 2014

CITY OF FAYETTEVILLE  
MAYOR'S OFFICE

KENNETH L. SMITH  
459 WEST CLEBURN STREET  
FAYETTEVILLE, ARKANSAS 72701

February 7, 2014

To the Mayor and City Council:

I can't imagine anything other than your unanimous approval of purchasing the parkland on Mount Kessler. Your approval should be an act of celebration - what a wonderful step forward for Fayetteville!

My only regret is that I won't be able to attend your meeting on the 18th; I'll be with volunteers building a trail along the Buffalo River. But I did hike the trails on Mount Kessler, two weeks ago, and learned what a fine experience that can be - and saw that many, many hikers and bikers were there that day, enjoying themselves.

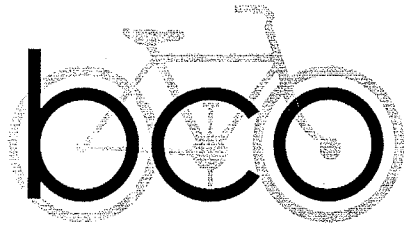
Thank you, each of you; for helping make the Mount Kessler park a reality.

Sincerely,  
Ken Smith

RECEIVED

FEB 10 2014

CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE



Bicycle Coalition of the Ozarks  
P.O. Box 4173  
Fayetteville, AR 72702  
bco@bconwa.com  
479-200-1679

February 10, 2014

City Council Members  
City of Fayetteville  
113 West Mountain Street  
Fayetteville, Arkansas 72701

Dear City Council Members,

The Board of Directors for the Bicycle Coalition of the Ozarks (BCO) strongly supports the purchase of 328 acres and the acceptance of a donation of 48 acres on Mt. Kessler by the City of Fayetteville. This would add an additional 376 acres of parkland within Fayetteville, which would have a large impact on the number of cyclists in our community. The area has become a favorite of mountain bikers, and we would like to see the Mt. Kessler trail system preserved and enhanced. Its proximity to the forthcoming regional park makes it an integral part of creating a more livable and sustainable community through increased outdoor recreational opportunities.

The BCO is a 501(c)3 non-profit formed in 1999 with the mission of creating a more bicycle friendly community in Northwest Arkansas through education programs for all users of roads and trails and advocacy for an increase in bicycle friendly infrastructure. Increasing the quantity, quality, and access to mountain bike trails in Fayetteville will help to get more citizens of the community on bikes, which will raise awareness for all cyclists and make Fayetteville a more bike-friendly city.

Sincerely,

  
Quin Thompson  
Chair

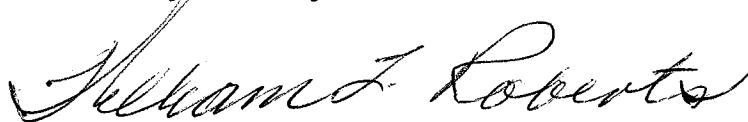
  
Paxton Roberts  
Executive Director

To: Mayor Lioneld Jordan  
Dr. M Schoppmeyer  
Ms. Rhonda Adams  
Mr. Alan Long  
Mr. Justin Tennant  
Mr. Matthew Petty  
Mr. Mark Kinion  
Ms. Sarah Marsh  
Ms. Adella Gray

Subject: Vote to appropriate money for the purchase of  
Kessler Mountain.

I urge council members to vote for the purchase this property  
and make it a permanent part of Fayetteville's heritage and  
uniqueness. I have over the past few years hiked Kesseler  
many times with friends and family and often alone. It has  
all the beauty of the Ozarks in all its seasons. I would be  
pleased if it were a forever part of Fayetteville.

Thank you for your consideration.



William L. Roberts DDS (retired)

FEB 11 2014

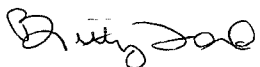
CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

February 10, 2014

Mayor and City Council  
City of Fayetteville  
113 West Mountain Street  
Fayetteville, AR 72701

I do not live in Fayetteville but do frequent the area often. I enjoy hiking in and around Fayetteville. One of my favorite places to hike is Mt. Kessler. The trails there are just awesome. I bring my Grandchildren with me and the whole family enjoys the outing. I hope that you will continue to preserve this area and these trails, for not only myself, but the future generations to come.

Sincerely,



Betty Ford  
17700 Kimes Tower Road  
Chester, Arkansas 72934

Dear Mayor Jordan and honorable City council members,

I am writing to express my support for the purchase of the Chamber's Bank parcel off of Cato Springs road. As a long time resident of Fayetteville and a lover of the outdoors, I was immediately enthused by this proposal. My personal exploration of the Kessler mountain trails has brought me a great deal of enjoyment and relaxation in a setting that is much more accessible than other outdoor destinations in our area. Aside from the enjoyment of such a close "green space" in my neighborhood, I have seen that it has brought together a community of like-minded outdoor enthusiasts and given them a means to put their energy toward creating a beautiful green space that not only provides opportunities for enthusiasts of outdoor pastimes but also protects natural resources in a way that will benefit all residents of Fayetteville.

Furthermore, I have personally spoken with several individuals from Benton and Madison Counties that have taken notice of this trail system and have made trips to Fayetteville specifically to hike or bike on these trails. As the trail system grows, I can't help but believe that this will continue to draw attention from non-residents and provide opportunities for them to come to Fayetteville and enjoy our green spaces and invariably feed money into the local economy.

Finally, as an educational tool, I believe that this green space will also contribute greatly toward the creation of future generations that value the great outdoors and recognize the importance of maintaining these green spaces in the setting of a growing urban center. As such, I urge you to consider this purchase. I can think of no better way to benefit the environment while also benefitting local residents; all in a way that contributes to the unique nature of Fayetteville, helping it continue to stand out amongst the other communities of Northwest Arkansas.

Thank you for your time and consideration.

Sincerely,



Ashley Totten